

and 2327.09 feet east of the southwest corner of said Section 32; subject to the easement acquired by the United States of America for the said Bonneville-Camas-Vancouver transmission line right-of-way.

It is understood and agreed that the United States of America, its agents or assigns, shall have the right to appropriate from any lands of the undersigned, such timber and rock as may be necessary for the construction and repair of said road. Removal of timber and rock for this purpose shall be done only immediately adjacent to the road and in a manner and at such locations as will not mar or destroy the scenic value of the owner's property.

The undersigned will be permitted the right of ingress and egress over and across said road, and the right to pass and repass along and on said road insofar as the same extends across the lands of the undersigned, said right to be exercised in a manner that will not interfere with the use of the road by the United States of America, its agents or assigns.

It is understood and agreed that if said road is damaged by the United States of America, its officers, employees, contractors, or assigns, the United States of America or its assigns will repair such damage, provided, however, it is understood and agreed that by this agreement there shall be no admission or assumption of risk or liability on the part of the United States or any of its agencies, bureaus, or departments on account of any injury to person or livestock or any damage to other personal property by reason of the use of said road, but that such use shall be at the undersigned's own risk and liability.

It is further understood and agreed that the undersigned, my heirs, and assigns may erect or maintain fences across said road, provided adequate gates of not less than ten feet in width are installed, which may be kept locked, provided the United States of America is also permitted to install its own lock thereon.

To Have and To Hold the said easement and right-of-way to the United States of America and its assigns, forever.

It is further understood and agreed by the undersigned that the payment of such purchase price is accepted as full compensation for all damages incidental to the exercise of any of the rights above described.

I covenant with the United States of America that I am lawfully seized and possessed of the lands aforesaid; have a good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances, except as above noted, and that I will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

Dated this 18 day of February, 1942.

Eugene Fersen

STATE OF OREGON            )  
                                  (ss  
COUNTY OF MULTNOMAH    )

On the 18 day of February, 1942, personally came before me, a notary public in and for said County and State, the within named Eugene Fersen, a single man, to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

(Notarial seal affixed)

Harry H. Rockwell  
Notary Public in and for the State of  
Oregon residing at Portland. My commis-  
sion expires: April 5, 1944.

Filed for record March 17, 1942 at 4-30 p.m. by Bonneville Power Administration.

Mald J. Dene  
Skamania County Auditor.