DEED RECORD 29

SKAMANIA COUNTY, WASHINGTON

For and in consideration of the sum of Ten and no/100mDollars (\$10.00) in hand paid, receipt of which is hereby acknowledged, A. A. Ausplund and Mildred G. Ausplund, husband and wife, have granted, bargained, and sold and by these presents do hereby grant, bargain, sell, and convey unto the United States of America and its assigns, a permanent easement and right of way approximately 14 feet in width, with such additional widths as are necessary to provide for cuts, fills, and turnouts and for curves at the angle points, all over and across the lands of the undersigned in

A parcel of land being all that portion of the East half of the Northwest quarter of Section 19, Township 3 North of Range 10 East, Willamette Meridian, situate in the County of Skamania, State of Washington, except the east 193 feet thereof, for the following purposes, namely: the right to enter and to clear of timber, endangering trees, and brush; to grade, level, cut, fill, drain, build, maintain, repair, and rebuild a road or highway and such culverts, bridges, turnouts, retaining walls, or other appurtenant structures as may be necessary, on, over, and across the land embraced within the right-of-way, the center line of which is described as follows:

Beginning at survey station 1101+13.70, a point on the survey line of the Bonneville Power Administration's Bonneville-Coulee Transmission line, said point being S. 0° 10' 10" W. a distance of 511.97 feet from the one quarter section corner on the north line of Section 18, Township 3. North, Range 10 East, Willamette Meridian; thence S. 4° 28' 00" W. a distance of 186.14 feet; thence S. 3° 11' 00" E. a distance of 256.00 feet; thence S. 3° 31' 00" E. a distance of 462.99 feet; thence S. 3° 24' 00" W. a distance of 269.70 feet; thence S. 17° 26' 00" E. a distance of 91.34 feet; thence S. 1° 14' 00" E. a distance of 184.97 feet; thence S. 21° 42' 00" W. a distance of 59.00 feet; thence S. 5° 06' 00" E. a distance of 204.02 feet; thence S. 14° 28' 00" W. a distance of 81.71 feet; thence S. 8° 10' 00" E. a distance of 183.09 feet; thence S. 1° 14' 00" E. a distance of 457.85 feet; thence S. 9' 29' 00" W. a distance of 104.31 feet; thence S. 4° 20' 00" E. a distance of 207.95 feet; thence S. 5° 49' 00" E. a distance of 128.78 feet; thence S. 6° 39' 00" W. a distance of 114.14 feet; thence S. 21° 54' 00" W. a distance of 237.59 feet; thence S. 15° 27' 00" E. a distance of 152.69 feet; thence S. 17° 42' 00" E. a distance of 112.12 feet; thence S. 23° 42' 00" W. a distance of 98.33 feet; thence S. 36° 52' 00" W. a distance of 150.06 feet; thence S. 25° 42' 00" W. a distance of 17.51 feet; thence S. 36° 52' 00" W. a distance of 150.06 feet; thence S. 15° 51' 00" W. a distance of 197.15 feet; thence S. 15° 59' 00" W. a distance of 150.06 feet; thence S. 16° 51' 00" W. a distance of 197.15 feet; thence S. 15° 59' 00" W. a distance of 167.38 feet; thence S. 16° 51' 00" W. a distance of 197.15 feet; thence S. 15° 59' 00" W. a distance of 31.53 feet; thence S. 15° 59' 00" W. a distance of 31.53 feet; thence S. 16° 48' 00" E. a distance of 197.35 feet; thence S. 2° 56' 00" W. a distance of 31.53 feet; thence S. 2° 56' 00" W. a distance of 31.55 feet; thence S. 2° 56' 00" W. a distance of 31.55 feet; thence S. 2° 56' 00" W. a

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.

It is understood and agreed that the United States of America, its agents or assigns, shall not have the exclusive use of said road, but that existing rights therein shall remain and be recognized.

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, their 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