

ville-Camas-Vancouver transmission line in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 3, Township 1 North, Range 5 East of the Willamette Meridian, said point being 12.21 feet north and 1603.2 feet west of the quarter section corner on the south line of said Section 3; thence N. 53° 10' W. 73.2 feet; thence N. 10° 36' E. 159.0 feet; thence N. 21° 38' W. 81.8 feet; thence N. 50° 14' W. 133.5 feet; thence N. 6° 28' E. 127.0 feet; thence N. 37° 05' E. 249.6 feet; thence N. 45° 08' E. 269.2 feet; thence N. 26° 06' E. 132.0 feet; thence N. 3° 37' E. 241.9 feet; thence N. 28° 17' E. 157.2 feet to the southerly line of Washington Secondary State Highway No. 8B in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 3, said point being 1387.47 feet north and 1261.84 feet west of the quarter section corner on the south line of said Section 3; subject to the easement heretofore acquired by the United States of America for its Bonneville-Camas-Vancouver transmission line right-of-way;

ALSO:

Beginning at point No. 4 on the Bonneville Power Administration's proposed access road BCV-AR-16 in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 3, Township 1 North, Range 5 East of the Willamette Meridian, said point being 371.06 feet north and 1764.87 feet west of the quarter section corner on the south line of said Section 3; thence S. 7° 04' E. 152.9 feet; thence S. 44° 24' W. 126.4 feet; thence S. 33° 08' W. 154.7 feet to survey station 638+65.52, a point on the survey line of the Bonneville-Camas-Vancouver transmission line in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 3, said point being 0.59 feet south and 1919.09 feet west of the quarter section corner on the south line of said Section 3; subject to the easement heretofore acquired by the United States of America for its Bonneville-Camas-Vancouver transmission line right-of-way.

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.

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 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.

We covenant with the UNITED STATES OF AMERICA that we are 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 we will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

DATED this 10th day of September, 1942.

Grace Mackey

Grace Mackey

John J. Mackey

John J. Mackey

STATE OF Washington)
County of Skamania)

On the 10th day of September, 1942, personally came before me, a notary public in and for said County and State, the within named Grace Mackey and John J. Mackey, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.