

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 751+49.73, a point on the survey line of the Bonneville-Camas-Vancouver transmission line in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, Township 1 North, Range 5 East of the Willamette Meridian, said point being 1208.1 feet south and 256.9 feet east of the northwest corner of said Section 8; thence N. 51° 51' W. 77.9 feet; thence N. 2° 43' W. 55.0 feet; thence N. 29° 26' E. 250.6 feet; thence N. 57° 06' E. 137.2 feet; thence N. 29° 05' E. 127.6 feet; thence N. 7° 35' E. 124.7 feet; thence N. 6° 08' W. 200.4 feet; thence N. 22° 56' E. 180.8 feet; thence N. 1° 13' E. 155.9 feet; thence N. 65° 32' W. 163.8 feet; thence N. 84° 37' W. 304.3 feet to the county road in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, said point being 40.9 feet north and 110.2 feet east of the southwest corner of said Section 5.

Excepting therefrom all that part thereof lying within the boundaries of Bell Center-Peters County Road.

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.

It is further understood and agreed that the undersigned, 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 4th day of November, 1942.

Elizabeth M. Ryan
Fred H. Thies
Harry Thies

STATE OF OREGON)
 (ss
COUNTY OF MULTNOMAH)

On the 4th day of November, 1942, personally came before me, a notary public in and for said County and State, the within named Elizabeth M. Ryan, Fred H. Thies, 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.

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

(Notarial seal affixed)

5 Lyle Hays Truax
Notary Public in and for the State of Oregon
Residing at Portland. My commission expires: