

N. 80° 40' E. 265.5 feet; thence N. 47° 26' W. 83.8 feet to survey station 234+25.0, a point on the survey line of said transmission line in the NW¼ of the SW¼ of Section 23, Township 2 North, Range 6 East of the Willamette Meridian, said point being 141.2 feet south and 123.9 feet east of the quarter section corner on the east line of said Section 22.

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 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, its successors 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.

The Diamond L. Lumber Company, a corporation, for a valuable consideration in hand paid, receipt for which is hereby acknowledged, join in this conveyance for the purpose of conveying any right, title, or interests, we may have in the easement herein being conveyed to the United States of America.

In Witness Whereof, Skamania County, a municipal corporation of the State of Washington, acting by and through its Board of County Commissioners, pursuant to a resolution of the Board, duly and legally adopted and entered, has caused these presents to be executed in its behalf by a majority of its Board of Commissioners, and its corporate seal to be hereunto affixed this 1st day of March, 1943, and the Diamond L. Lumber Company, a corporation, pursuant to a resolution of the Board of Directors, has caused these presents to be executed in its behalf by our President and our Secretary, and cause our corporate seal to be hereunto affixed this 16th day of February, 1943.

(Commissioners' seal affixed)

Attest: Mabel J. Fosse

(Corporate seal affixed)

Skamania County, a municipal corporation,
State of Washington.
By E. A. Monda, Chairman
Geo. W. Benson, Commissioner
Harry W. Talbert, Commissioner

Diamond L. Lumber Company, a corporation
By Sam Samson, President
Attest: Fannie Orsen, Secretary & Treas.

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

On this 1st day of March, 1943, before me personally appeared E. A. Monda, Geo. W. Benson, & Harry W. Talbert to me known to be County Commissioners of Skamania County, State of Washington, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Skamania County, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said County.