

distance of 125 feet from survey station 355+86.25 on the survey line of the Bonneville-Coulee transmission line, said point also being 612.16 feet north and 752.29 feet west of the southeast corner of said Section 25. EXCEPT that part included within the boundaries of the 300-foot right-of-way of the Bonneville-Coulee transmission line to which the United States of America has heretofore acquired the fee title.

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, our 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 26th day of May, 1943.

Jacob D. Garwood  
Jacob D. Garwood

Agatha Garwood  
Agatha Garwood

STATE OF Washington )  
                                  ) ss  
County of Skamania )

On the 26th day of May, 1943, personally came before me, a notary public in and for said County and State, the within named Jacob D. Garwood, also known as Jacob Garwood, and Agatha Garwood, 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.

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

Raymond C. Sly

(Notarial seal affixed)

Notary Public in and for the State  
of Washington Residing at Stevenson  
My commission expires: January 31, 1947

Filed for record June 28, 1943 at 9:20 o'clock a.m. by Bonneville Power Administration.

Mabel J. P. P.  
Skamania County Auditor.