

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 that portion of the Northeast Quarter of the Northwest Quarter of Section 35, Township 2 North of Range 6 East, W. M., lying north of Washington Primary State Highway No. 8, situate in the County of Skamania, State of Washington, 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 238+99.81, a point on the survey line of the Bonneville-Camas-Vancouver transmission line in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35, Township 2, North, Range 6 East of the Willamette Meridian, said point being 689.6 feet west and 168.3 feet south of the quarter section corner on the north line of said Section 35; thence S. 1° 28' E. a distance of 175.8 feet; thence S. 3° 06' W. a distance of 175.0 feet; thence S. 2° 34' E. a distance of 258.9 feet; thence S. 33° 16' W. a distance of 250.8 feet; thence S. 47° 09' W. a distance of 181.0 feet; thence S. 47° 41' W. a distance of 224.2 feet; thence S. 63° 06' W. a distance of 250.2 feet to a point in the center line of the Evergreen Highway (Primary State Highway No. 8) in Lot 4 of Section 35, said point being 1286.5 feet east and 1352.7 feet south of the northwest corner of said Section 35; excepting therefrom, all that part thereof, lying within the boundaries of Primary State Highway No. 8 aforesaid, and subject to the easement acquired by the United States of America for its Bonneville-Camas-Vancouver transmission line.

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, shall 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, his 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.

I covenant with the United States of America that I am 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 I will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

Dated this 3rd day of February, 1942.

Herman S. Doetsch