

521

Section 23, said point being 96.35 feet south and 1402.05 feet east of the quarter section corner on the west line of said Section 23.

NBV-AR-11 Par. 1 Beginning at survey station 233+64.98, a point on the survey line of the North Bonneville-Vancouver transmission line No. 3 in the NW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 23, Township 2 North, Range 6 East of the Willamette Meridian, said point being 166.91 feet south and 178.38 feet east of the quarter section corner on the west line of said Section 23; thence N. 67° 10' E. 209.9 feet; thence N. 79° 22' E. 203.8 feet; thence S. 88° 23' E. 142.7 feet; thence N. 89° 47' E. 246.5 feet; thence S. 88° 07' E. 145.0 feet; thence S. 82° 10' E. 298.7 feet to the center of the Kuffler County Road No. 84 in the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of said Section 23, said point being 96.35 feet south and 1402.05 feet east of the quarter section corner on the west line of said Section 23.

NBV-AR-16 Par. 2 Beginning at survey station 239+70.97, a point on the survey line of the North Bonneville-Vancouver transmission line in the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 22, Township 2 North, Range 6 East of the Willamette Meridian, said point being 87.1 feet north and 371.7 feet west of the quarter section corner on the east line of said Section 22; thence S. 3° 03' W. 293.5 feet; thence S. 83° 35' E. 313.0 feet; thence 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 NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  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.

Subject to the easement heretofore acquired by the United States of America for the North Bonneville-Vancouver transmission line right-of-way.

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.

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 <sup>by</sup> 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.

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 8th day of July, 1943.

Ruth Johnson  
Ruth Johnson  
Eric Johnson  
Eric Johnson

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On the 8th day of July, 1943, personally came before me, a notary public in and for said