

DEED RECORD 30

SKAMANIA COUNTY, WASHINGTON

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grant and 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

The SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 2 North, Range 6 East, W. M., 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 276+70.76, a point on the survey line of the Bonneville-Vancouver's Circuit No. 2 in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, Township 2 North, Range 6 East, Willamette Meridian, said point being 95.51 feet south and 999.67 feet east of the northwest corner of said Section 26; thence N. 11° 55' 50" E. 177.36 feet; thence No. 21° 34' 10" E. 154.60 feet; thence N. 39° 19' 30" E. 86.68 feet; thence N. 29° 23' 50" E. 122.34 feet; thence N. 61° 44' 50" E. 106.68 feet; thence N. 40° 30' 30" E. 143.16 feet; thence N. 77° 44' 10" E. 238.32 feet; thence N. 25° 42' 50" E. 79.07 feet; thence S. 70° 19' 10" E. 103.13 feet; thence N. 76° 33' 50" E. 132.90 feet; thence N. 23° 33' 50" E. 335.35 feet; thence N. 10° 12' 10" E. 70.53 feet; thence N. 37° 50' 50" E. 136.65 feet to a point in the center of Beacon Rock County Road in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 2 North, Range 6 East, Willamette Meridian, said point being 1184.93 feet north and 2105.72 feet east of the southwest corner of said Section 23.

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 hereinabove described, 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 by reason of the use of said road.

It is further understood and agreed that the undersigned, their 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.

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, and Marie Montchalin, has hereunto set her hand this 17th day of May, 1944.