

now and at the time of acquiring title have granted, bargained, and sold and by these presents do hereby grant, bargain, sell, 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 $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 10, Township 3 North, Range 10 East, W. M., Skamania County, Washington, except that portion thereof, lying within the Bonneville-Coulee's 300-foot transmission line right-of-way,

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 location of the right-of-way herein conveyed is shown on the Bonneville Power Administration's map, Revision No. 5 of Sheet No. B-1A of Drawing PC15-J1A-340-C1 attached hereto, which said map is hereby made a part of this instrument.

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 we 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 14th day of September, 1944.

Henry Kapp
Erma M. Kapp

STATE OF WASHINGTON)
 (ss
COUNTY OF KICKITAT

On the 14 day of September, 1944 personally came before me, a notary public in and for said County and State, the within named Henry Kapp and Erma M. Kapp, husband and wife, to me personally known to be the identical persons described in and who executed