

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 E $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , and the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , in Section 29, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, 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:

(BC-AR-52) Beginning at a point in the county road right of way in the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 29, said point being 712.1 feet south and 199.3 feet west of the quarter section corner on the north line of said Section 29; thence S. 14° 44' E. 135.4 feet; thence S. 61° 40' E. 83.7 feet; thence S. 13° 04' E. 122.9 feet; thence S. 26° 43' E. 245.0 feet to a point in the existing 300-foot right of way for the Bonneville-Coulee transmission line in the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 29, said point being N. 5° 15' 45" W. a distance of 125 feet from survey station 508+65.0 on the survey line of the Bonneville-Coulee transmission line, said point also being 1221.3 feet south and 46.7 feet east of the quarter section corner on the north line of said Section 29;

(BC-AR-53) Also beginning at a point in the Bonneville Power Administration's Access Road No. BC-AR-52 and known as Tower No. 51 Access Road in the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 29, Township 3 North, Range 8 East, Willamette Meridian, said point being 843.0 feet south and 164.9 feet west of the quarter section corner on the north line of said Section 29; thence S. 46° 22' W. 148.2 feet; thence S. 20° 20' W. 174.3 feet; thence S. 23° 30' W. 167.5 feet to a point in the existing 300-foot right of way for the Bonneville-Coulee transmission line, said point being N. 5° 15' 45" W. a distance of 125 feet from survey station 504+16.9 on the survey line of the Bonneville-Coulee transmission line, said point also being 1262.4 feet south and 399.6 feet west of the quarter section corner on the north line of said Section 29.

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 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 24 day of February, 1944.

Grover C. Olmstead

Grover C. Olmstead

Beryl Olmstead

Beryl Olmstead