YAKIMA BINDERY & PTG. CO. 1739

227.3 feet; thence N. 53° 57' W. 168.5 feet; thence N. 47° 54' W. 244.5 feet; thence N. 87° 48' W. 194.6 feet; thence N. 71° 22' W. 228.8 feet; thence N. 29° 35' W. 268.3 feet; thence N. 72° 50' W. 130.8 feet; thence N. 57° 33' W. 155.8 feet; thence N. 48° 43' W. 100.1 feet; thence S. 69° 06' W. 137.7 feet; thence N. 46° 53' W. 141.2 feet; thence N. 89° 25' W. 212.3 feet; thence N. 73° 34' W. 219.0 feet; thence S. 82° 36' W. 266.3 feet to a point in the center line of county road No. 82 in the NEt of the NWt of Section 18, Township 2 North, Range 5 East of the Willamette Meridian, said point being 2294.1 feet north and 171.5 feet west of the center of said Section 18.

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 or its ca, 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, but that such use shall be at the undersigned's own risk and liability.

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 22 day of September, 1942.

Robert V. Lewis
Robert V. Lewis
Grace E. Lewis
Grace E. Lewis

STATE OF Washington )
) ss
County of Skamania )

On the 22 day of September, 1942, personally came before me, a notary public in and for said County and State, the within named ROBERT V. LEWIS and GRACE E. LEWIS, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Howard H. Irwin

(Notarial seal affixed)

Notary Public in and for the State of Washington Residing at Seattle
My commission expires: March 30, 1946

Filed for record April 10, 1944 at 2-20 o'clock p.m. by Theodore C. Gram.

Skamania County Auditor.