

and Wildlife Service, acting by and through its duly authorized undersigned official, hereinafter termed the Grantee, witnesseth:

WHEREAS, the Grantor is the fee simple owner of the following described premises in the County of Skamania, State of Washington, to-wit:

Lots 4, 5, and 6 and the $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 26, Township 3 North, Range 9 East of the Willamette Meridian.

WHEREAS, the Lessee has heretofore been granted certain leasehold use rights in the above described real property, as set forth in those certain agreements dated March 1, 1947 and March 1, 1948, entered of record in Book 3 of Agreements and Leases at pages 493 and 526, respectively, in the Office of the County Auditor for Skamania County, Washington.

WHEREAS, the Grantee is in need of and desires to obtain a right-of-way for road purposes on, over and across certain portions of the hereinabove described lands of the Grantor, thus to make available a permanent means and route of ingress and egress to and from the Little White Salmon U. S. Fish Cultural Station near Cook, Washington;

NOW, THEREFORE, the above herein-designated parties, in consideration of the promises, covenants, payments and conditions hereof on the part of each party to be kept, performed, paid and observed, agree as follows:

1. Subject to the conditions and limitations in Paragraph 4 hereof, the Grantor, in consideration of the sum of \$1500.00, to be paid as hereinafter set forth, does hereby grant, remise, release, and forever quitclaim unto the Grantee, its successors and assigns, a perpetual easement and right-of-way for the purposes hereinafter stated over and through, under and along, and across the hereinabove described real property, the course and extent of said right-of-way being more particularly delineated and described on attached sheet marked "Description" and by reference made a part hereof. Said easement and right-of-way to include the right to enter upon the above described property to construct, reconstruct, maintain, repair, and use at all times an access road to the Little White Salmon U. S. Fish Cultural Station, together with any reasonable reconstruction thereof, and to trim, cut, fell and remove all trees, brush and other natural growth and rock or dirt obstructions as are necessary to provide adequate clearance and to eliminate interference with or hazards to the roadway to be placed on or over said land on the course above herein delineated; the Grantor conveys to the Grantee, its contractors, or agents, the right to appropriate from the above lands such rock, earth or gravel as may be desired or necessary for the construction or repair of said roadway and necessary bank protection appurtenant thereto. The consideration herein flowing to the Grantor is accepted as full compensation for all damages which may arise incidental to the exercise of the rights hereinabove granted, except for damages caused by the negligence by grantee or its contractors.

2. The Lessee, in consideration of the benefits to result to Lessee by the exercise of Grantee's rights hereunder, hereby transfers, assigns and sets over unto the Grantee such of the rights of the Lessee as set out and described in the aforesaid instruments of record in the Office of the County Auditor in Book 3 of Agreements and Leases at Pages 493 and 526, respectively, as necessary to enable the Grantee to utilize and enjoy the right and easement granted by the Grantor to the Grantee in Paragraph 1 above herein, subject to the provisions hereinafter set forth.

3. The Grantee agrees to pay unto the Grantor, within a reasonable time after the execution of this instrument by and on behalf of the United States the sum of \$1500.00 in full of all rights, privileges and uses whatsoever herein granted to the Grantee.

4. The Grantee's rights, use and enjoyment of the right-of-way and appurtenances thereof hereinabove granted by Grantor and Lessee shall be conditioned upon and subject to the following provisions: