## DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

- (a) The Grantee shall provide a reasonably efficient and usable connecting way between the access road to be constructed on the right-of-way herein conveyed to the Grantee and any presently-existing and intersecting "Old Indian Roads" and logging road approach on the Grantor's premises, said logging road to enter at present existing grade.
- (b) The privileges herein granted to the Grantee shall be subject to that certain electrical line easement heretofore granted by the Grantor to the Northwestern Electric Company, now of record in Book W, Page 416, Deed Records of Skamania County, Washington.
- (c) The Grantee acknowledges and agrees that the Grantor shall have the right to the continued use of the shore line of her property abutting on Drano Lake and Little White Salmon River for any purpose that the Grantor may desire, including log booming and rafting, to the extent that such activities of the Grantor do not unreasonably interfere with the use of the road to be constructed by the Grantee on said right-of-way.
- (d) The Grantee hereby agrees to and shall have the right to construct a barbed-wire livestock fence on the uphill side of the right-of-way herein granted at such points and to such extent as necessary to preclude the entry upon said roadway of the Grantors livestock.
- (e) The Grantee shall have the right to construct and maintain the said entry road into the Little White Salmon Fish Cultural Station on the aforesaid right-of-way course in such manner and according to such specifications as to the Grantee may seem necessary and proper, provided that the Grantee agrees to construct said roadway of double-lane dimensions from the presently-existing log dump of the Lessee to the intersection of said right-of-way with U. S. Washington Highway No. 830, a distance of approximately 1000 feet, rearrangement of Lessees log dumping facilities to be made by Grantee subject to Lessees approval.
- (f) The Grantee agrees to maintain a warning sign at the intersection of said roadway with said highway notifying all persons that the use of the road to said hatchery shall be at the individual risk of the user, giving log trucks right-of-way.
- (g) The Grantor reserves the right to all salvageable materials from the presently-existing gravel bunker located on said right-of-way, including crushed gravel, lumber and timber.
- payment to be made by the Grantee to the Grantor is and will be accepted by Grantor in full payment of all claims, demands, amounts due or claimed to be due or owing from Grantee to Grantor in connection with the use by Grantee, its agents and contractors, in the past, present and during period water level road is under construction but in no event beyond December 31, 1950, of that certain long-existing entrance roadway to the Little White Salmon U. S. Fish Cultural Station in Lot 4 and the SW4 of the NW4 of Section 26, and the Grantor covenants and agrees that all controversies and claims concerning the right of the Fish and Wildlife Service to use said road are hereby settled, acquitted, compromised, and quitclaimed on the part of the Grantor now, henceforth, and forever.
- 6. The Grantor hereby covenants that she has a fee simple title to the first hereinabove described lands and has good legal right to convey the rights herein granted to the Grantee.
- 7. This agreement shall be and remain in force and binding upon the heirs, executors administrators, assigns and successors of all parties hereto whatsoever.
- 8. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share in this contract or to any benefit to arise therefrom unless it be made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates