

45885

U.S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of FIFTY -----
-----Dollars (\$ 50.00)
in hand paid, receipt of which is hereby acknowledged, we, HENRY KAPP and ERMA M. KAPP,
husband and wife at the time of acquiring title and ever since,

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 that portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1, Township 3
North, Range 9 East of the 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, as shown on the attached right-of-way maps serially numbered 56361.

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, 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 posses-
sion thereof against the lawful claims of all persons whomsoever.

DATED this 17 day of August, 19 53

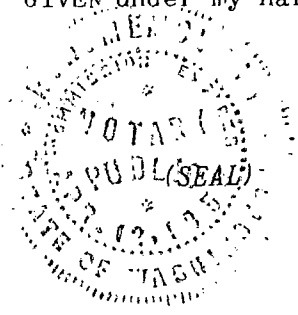


Henry Kapp
Henry Kapp
Erma M. Kapp
Erma M. Kapp

STATE OF WASHINGTON)
) ss:
COUNTY OF KLUCKITAT)

On the 7 day of May, 1953, 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 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.



R. H. Munnich
Notary Public in and for the
State of Washington
Residing at
Stevenson
My commission expires: 4-12-56

Unofficial Copy

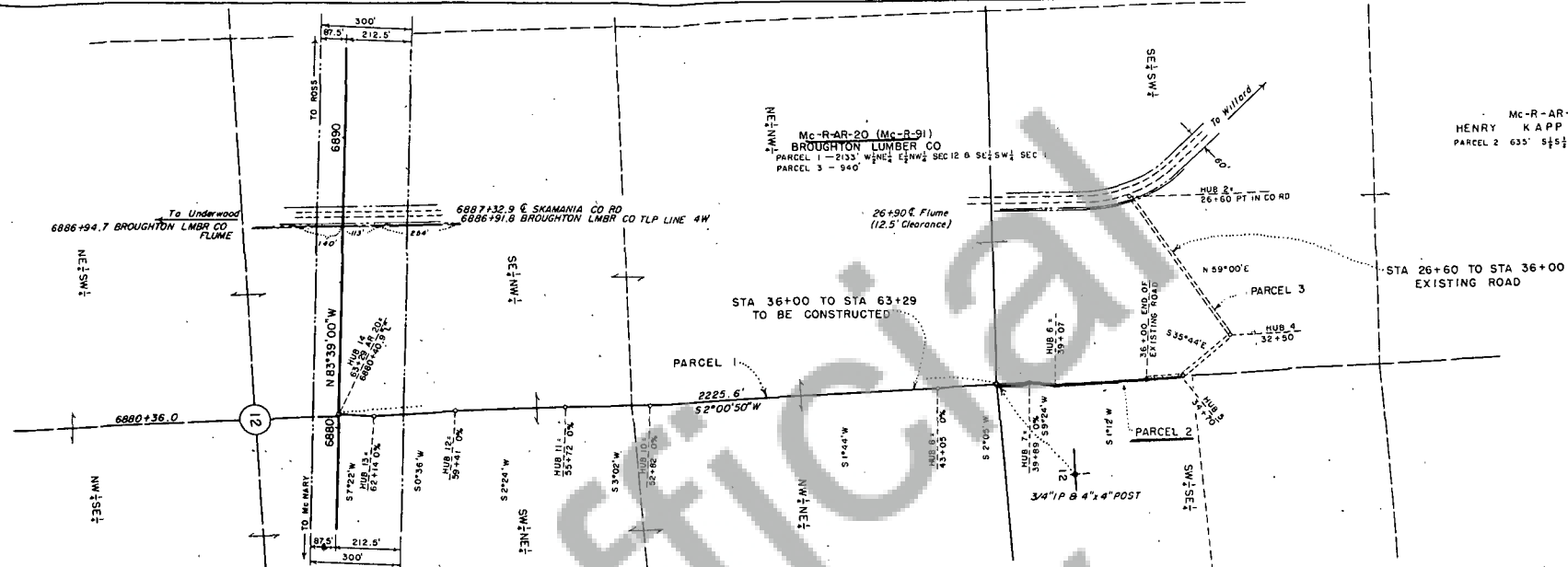
STATE OF Washington)
) ss:
COUNTY OF Skamania)

I CERTIFY that the within instrument was received for the record on the 19 day of August, 1953, at 3-30 PM., and recorded in book 37 on page 129, records of Deeds of said County.

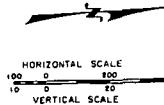
Witness my hand and seal of County affixed.

John C. Wachtel
By Carrollita Rankin
Deputy.

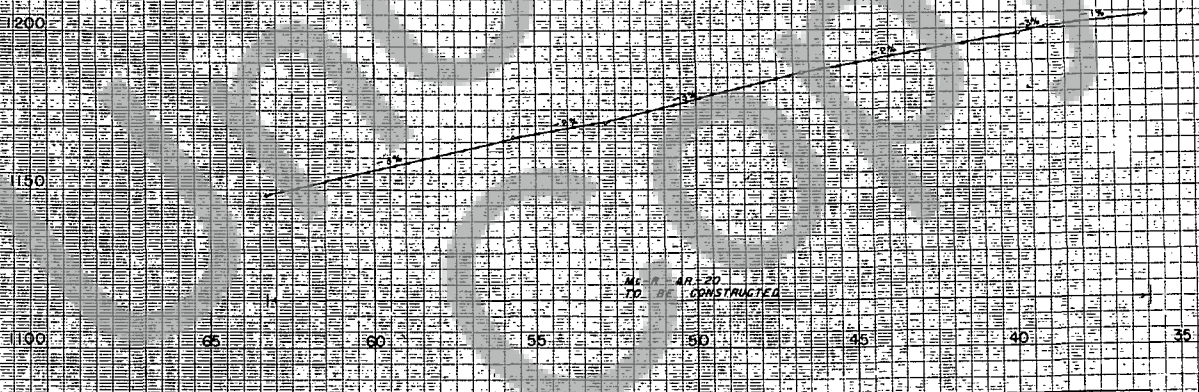
SECS 12 & 1 T3N R9E WM
SKAMANIA COUNTY, WASHINGTON



Mc-R-AR-20
HENRY KAPP ET UX
PARCEL 2 635' 5 1/2' SEC 1



NOTE
THE QUANTITIES ON THIS MAP
ARE APPROXIMATE



CLEARING ACRES	1.3 LIGHT
EXCAVATION SOLID ROCK	NONE
EXCAVATION COMMON	NONE

The conductor curve shown is that used for determining tower locations
Datum: USCGS Cont.

UNIT: STATE DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
PAUL HALEY, ALUMINUM

McNARY - ROSS LINE
PLAN & PROFILE OF
ACCESS ROAD MC-R-AR-20
MILE 123 FROM McNARY

DESIGNED L&T
APPROVED
DATE: 7-29-52
BY: [Signature]
CHECKED: [Signature]
DATE: 10-52
BY: [Signature]

56361 118-11-340-02