

BPA 205
Rev. 6-23-52TRACT NO. Mc-R-AR-31, Par. #7

45924

U.S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED ---------- dollars (\$ 100.00)

in hand paid, receipt of which is hereby acknowledged, we, J. W. KELLY and DELIMA KELLY, 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 74 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 a part of SE 1/4 SW 1/4 of Section 22, Township 3 North, Range 8 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 56364.

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 possession thereof against the lawful claims of all persons whomsoever.

DATED this 13 day of August, 1953

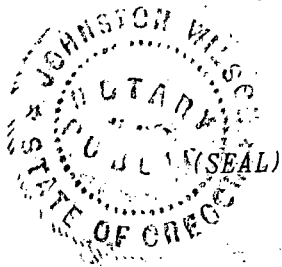
J. W. Kelly
J. W. Kelly
Delima Kelly
Delima Kelly

STATE OF Oregon)
) ss:
COUNTY OF Multnomah)

On the 19 day of August, 1953, personally came before me, a notary public in and for said County and State, the within-named J. W. Kelly

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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.



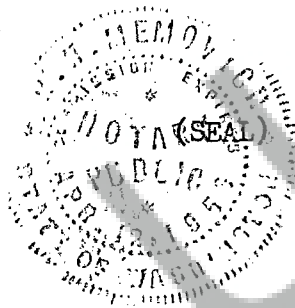
Johnston Wilson
Notary Public in and for the
State of Oregon
Residing at Portland

My commission expires: 4-3-55

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAMANIA)

On the 13 day of August, 1953, personally came before me, a notary public in and for said County and State, the within-named Delima Kelly, to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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. Memovich
Notary Public in and for the
State of Washington
Residing at Stevenson

My commission expires: 4-12-56

STATE OF Washington)
) ss:
COUNTY OF Skamania)

I CERTIFY that the within instrument was received for the record on the 28 day of August, 1953 at 10:45 A. M., and recorded in book 37 on page 162, records of Deeds of said County.

Witness my hand and seal of County affixed.

John C. Wachter
By Emelita Rankin
Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3537
PORTLAND 8, OREGON

TTH:js

