

46041

U.S. DEPARTMENT OF THE INTERIOR  
BONNEVILLE POWER ADMINISTRATION

ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of FORTY-FIVE -----  
----- Dollars (\$ 45.00 )  
in hand paid, receipt of which is hereby acknowledged, we, W. C. BOUTON AND E. J. WIITALA,  
partners, doing business under the firm name of B. & W. Logging Company,

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 the SW<sup>1</sup>SW<sup>1</sup> of Section 9, Township 2 North, Range 6 East,  
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 56377.

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, that the undersigned and assigns shall be responsible for the cost of such repairs if the same are caused by the negligence of the undersigned or assigns.~~

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 30 day of September, 1953

W. C. Bouton

E. J. Wiitala



STATE OF Washington  
COUNTY OF Strom ss:

On the 30 day of Sept, 1953, personally came before me, a notary public in and for said County and State, the within-named W. C. BOUTON,

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 own 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.

W. C. Bouton  
Notary Public in and for the  
State of Washington  
Residing at Stevenson  
My commission expires: 4-12-56

STATE OF Washington  
COUNTY OF Strom ss:

On the 30 day of Sept, 1953, personally came before me, a notary public in and for said County and State, the within-named E. J. WITALA, 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 own 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.

W. C. Bouton  
Notary Public in and for the  
State of Washington  
Residing at Stevenson  
My commission expires: 4-12-56

STATE OF Washington)  
COUNTY OF Strom) ss:

I CERTIFY that the within instrument was received for the record on the 30 day of September, 1953, at 1-30 P.M., and recorded in book 37 on page 227, records of Deeds of said County.

Witness my hand and seal of County affixed.

John C. Wickett  
By C. Roskin Deputy.

After recording, please return to:

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

flp

