46537

11.1.

Tract Nos. Mc-R-AR-24, Parcel 3 Mc-R-AR-25, Parcel 1

U.S. DEPARTMENT OF THE INTERIOR BONNEVILLE POWER ADMINISTRATION

ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED FIFTY DOLLARS (\$150.00), in hand paid, receipt of which is hereby acknowledged, we, CLAIR VAUGHAN AND MILDRED VAUGHAN, husband and wife at the time of acquiring title and ever since; and ANDREW HOLMAN AND MIRIAM SNYDER HOLMAN, 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 the NW4SE4, E2SW4, and Government Lot 4 of Section 7, Township 3 North, Range 9 East of the Willamette Meridian, Skamania County, Washington, upon the following terms and conditions:

The access roads are to be used for access to the electric power transmission lines of the Grantee for the purpose of location, construction, maintenance and repair of said transmission lines and the incidents thereof. The Grantee shall have the right to construct, operate, and use all roads indicated in blue as shown on maps, Serial Nos. 64928 and 64929, and the right to use all existing roads indicated in red on said maps. In addition, the Grantee, after construction of said roads, shall have the right to fell and trim trees, snags, and brush from time to time in order to keep the access moads clear and to fell any and all dead, weak, leaning, or dangerous trees which are tall enough to fall across the said access roads; provided, however, that the Grantee shall pay the Grantors the market value of any merchantable timber so cut in the course of such activities.

The Grantors reserve the right to use, lease, license or assign the use of all existing roads and all roads constructed by the Grantee pursuant hereto. Each party using said access roads shall maintain the same according to his own use thereof. The use of all of said access roads by either party shall not unreasonably interfere in any manner with the use thereof by the other. It is necessary that all access roads be kept open during the fire season of each year, and the Grantee agrees that it will not allow any of its operations to obstruct or block traffic on said roads at any time during said period.

It is further understood and agreed that the Grantors may erect or maintain fences across said roads, provided adequate gates of not less than twelve (12) feet in width are installed, which may be kept locked provided the Grantee is also permitted to install its own lock thereon.

The Grantee will exercise care in regard to the protection of adjoining land and crops and in regard to the maintenance of all existing structures, including fences for stock.

The Grantee shall not assign the right-of-way for access roads or any interest thereunder without the prior written consent of the Grantors.

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 19th day of Fanuary, 1954.

Clair Vaughan

Mildred Vaughan

Andrew Holman

Mynam Anyder Alman

STATE OF COUNTY OF Pacific) ss:

On the 29th day of , 195 , personally came before me, a notary public in and for said County and State, the within-named CLAIR VAUCHAN AND MILDRED VAUCHAN, 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 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.

SHOTADA (SEAL)

WAS

Notary Rublic in and for the State of Residing at Long Beach.

My commission expires: Apr. 1956

COUNTY OF Cowletz,) ss:

On the day of the said County and State, the within-named ANDREW me, a notary public in and for said County and State, the within-named ANDREW HOLMAN AND MIRIAM SNYDER HOLMAN, 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 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.

Notary Public in and for the State of Wayling for Residing at Sing view

My commission expires: Apr. 23/955

BPA 177 Rev. 5-19-52

(Standard form of acknowledgment abbroved for use with all conveyances in Washington and Oregon)

STATE OF

COUNTY OF

, 19 , personally came before me, a notary public in and for said County and State, the within-named

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

(SEAL)

Notary Public in and for the State of Residing at

My commission expires:

STATE OF Washington) ss:

I CERTIFY that the within instrument was received for the record on the day of number of the state of the sta of Diedo of said County.

Witness my hand and seal of County affixed.

After recording, please return to:

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

flp

