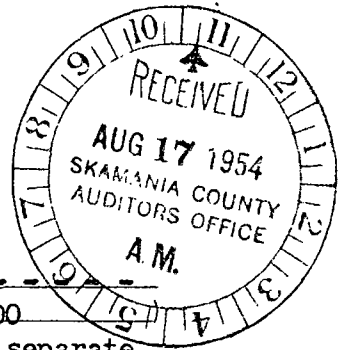


47431

U.S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

ACCESS ROAD EASEMENT



FOR AND IN CONSIDERATION of the sum of TWO HUNDRED FIFTY - - - - -
- - - - - dollars (\$ 250.00)

in hand paid, receipt of which is hereby acknowledged, EUGENE HARDING, as his separate estate by Willard J. Hutson, his Attorney in Fact,

has ~~now~~ granted, bargained, and sold and by these presents ~~we~~ ^{does} 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 $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, Township 3 North, Range 8 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, ~~construct~~ ^{an existing} 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 56376.

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. ~~Nothing, however, is intended or agreed that on this agreement there shall be no admission or assumption of fault or liability on the part of the United States or any of its agencies or officers or departments or agents or any injury, loss or damage to any of the property of any person or persons or the use of said road and that no one shall be held responsible for any such damage.~~

It is further understood and agreed that the undersigned, his 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.

The undersigned _____ covenants with the UNITED STATES OF AMERICA that he is 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 he will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

DATED this 8th day of June, 1954



Eugene Harding

BY _____

Willard J. Hutson
his Attorney in Fact

BPA 177
Rev. 5-19-52

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

STATE OF)
) ss:
COUNTY OF)

On the day 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 as 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:
COUNTY OF *Skamania*)

On this *8th* day of *June* , 195*4*, before me personally appeared WILLARD J. HUTSON, who executed the within instrument as Attorney in Fact for EUGENE HARDING, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed as Attorney in Fact for EUGENE HARDING for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said EUGENE HARDING is now living and is not incompetent.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Menovich
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 *17* day of *Aug* , 195*4*, at *10:55 AM.*, and recorded in book *38* on page *337*, records of *Deeds* of said County.

Witness my hand and seal of County affixed.

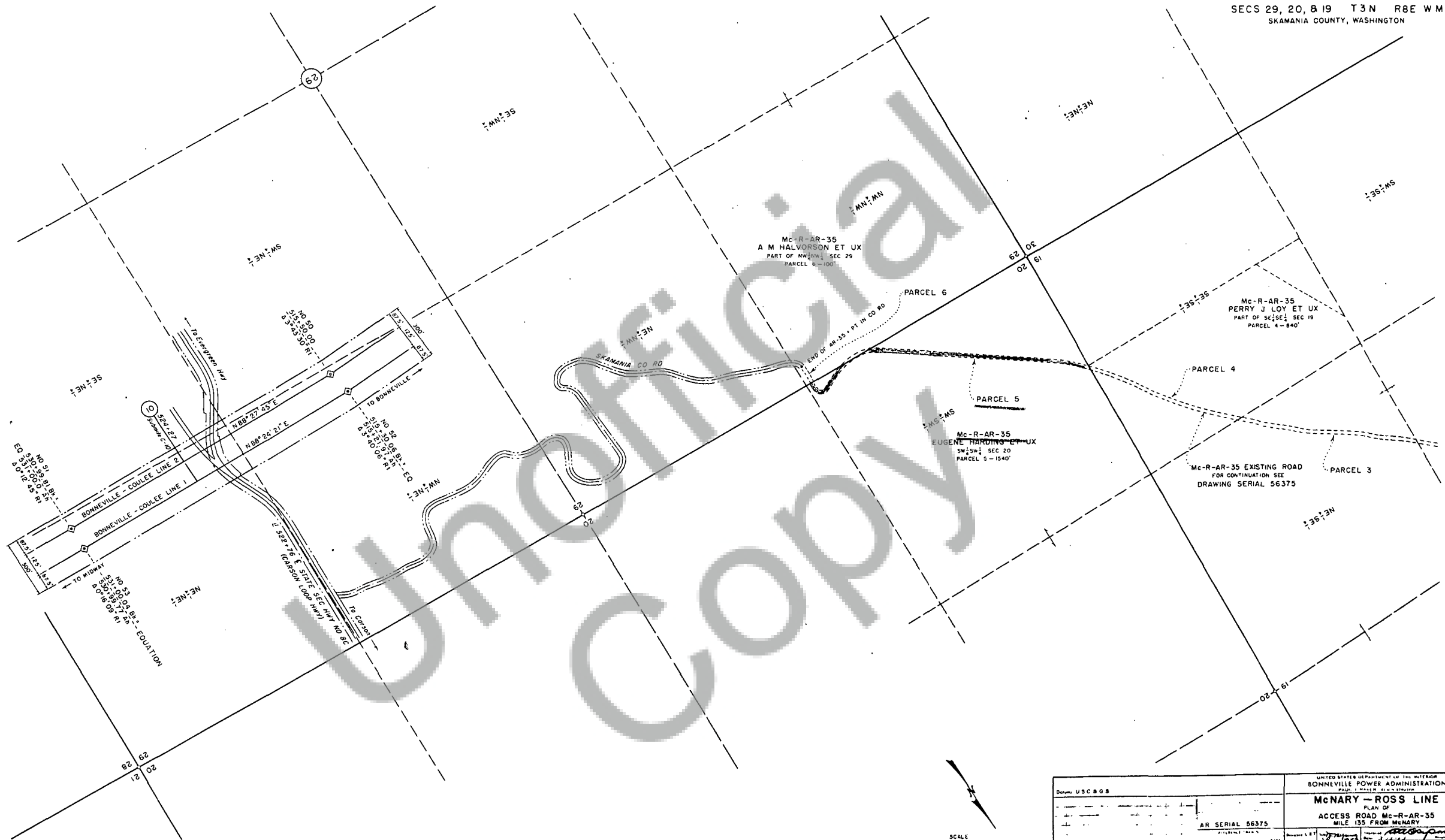
By *John C. Warkler*
Carmelita Runkle
Deputy.

After recording, please return to:

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

flp

SECS 29, 20, 8 19 T3N R8E WM
SKAMANIA COUNTY, WASHINGTON



SCALE
100 0 200 400

UNITED STATES DEPARTMENT OF THE INTERIOR BONNEVILLE POWER ADMINISTRATION PLANNING & ENGINEERING DIVISION	
McNARY - ROSS LINE PLAN OF ACCESS ROAD MC-R-AR-35 MILE 155 FROM McNARY	
AR SERIAL 56375	DATE 3-3-55
BY J. H. HARRIS	CHECKED BY J. H. HARRIS
APPROVED BY J. H. HARRIS	DATE 3-3-55
PROJECT NO. 56375	56376 118-11-340-04