

52041

U.S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

BOOK 43 PAGE 281

ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of FIFTY Dollars (\$ 50.00)

in hand paid, receipt of which is hereby acknowledged, ARTHUR W. LEHMANN and MARIAN LEHMANN, husband and wife,

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 a part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 14, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington, excepting the McNary-Ross 300-foot transmission line right of way,

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 existing roads or highways 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 64930 & 64931, colored in red.

The undersigned will be permitted the right of ingress and egress over and across said roads and the right to pass and repass along and on said roads insofar as the same extend across the lands of the undersigned, said right to be exercised in a manner that will not interfere with the use of the roads 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 shall not be liable for any damage to the road or any other property of the United States of America or its assigns caused by the use of the road or any other property of the United States of America or its assigns.~~

It is further understood and agreed that the undersigned, their heirs, and assigns may erect or maintain fences across said roads 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 21st day of February, 1957

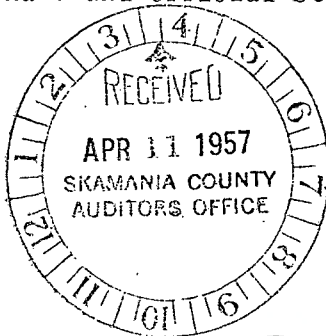
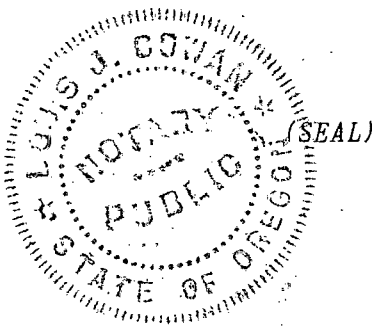
Arthur W. Lehmann
Arthur W. Lehmann

Marian Lehmann
Marian Lehmann

STATE OF Oregon)
) ss:
COUNTY OF Multnomah)

On the 21st day of February, 1957, personally came before me, a notary public in and for said County and State, the within-named Arthur W. Lehmann and Marian Lehmann, 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.



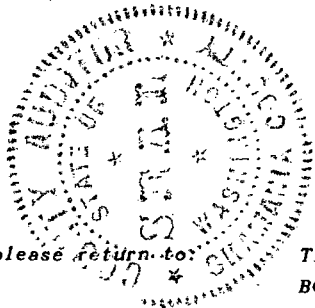
Louis J. Cowan
Notary Public in and for the
State of Oregon
Residing at Portland

My commission expires: Aug. 3, 1959

STATE OF)
) ss:
COUNTY OF)

I CERTIFY that the within instrument was received for the record on the 11 day of April, 1957, at 3:45 PM., and recorded in book 43 on page 281, records of Skamania of said County.

Witness my hand and seal of County affixed.



Evelyn O. Neal - Auditor
By Berna Abbey
Deputy.

After recording, please return to:
epa

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

