

Tract: Augspurger MWRS AR
Parcels 7, 9, & 9B

ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED FIVE DOLLARS (\$505.00) in hand paid, receipt of which is hereby acknowledged, UNA ZOE WARD, also known as Una Z. Ward, and LYMAN W. WARD, wife and husband, 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 portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, a part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, and a part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, Township 3 North, Range 9 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, maintain, repair, and rebuild an existing 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 map serially numbered 89635, colored in red.

The undersigned reserves 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.

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.

This easement is given with the understanding that a domestic water supply system is located on the property commencing at a spring in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 27 and thence running through a pipe in a southeasterly direction and crossing said road at two points in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 27. It is understood that the consideration to be paid to the undersigned does not include compensation for any damage that may occur to said water system through the exercise of any rights granted herein.

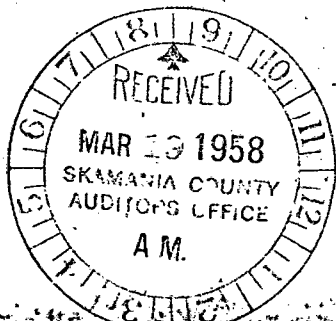
The United States of America agrees to install an adequate metal gate across said road to replace the existing gate on the south line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 27 just above the undersigned's home and to keep said gate locked at all times except when in actual use.

The United States of America shall install a culvert across said road to provide adequate drainage at a washout in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 27. Under no circumstances is the washout to be blocked or backfilled without the installation of the culvert to provide drainage.

This road shall be used only for the operation, maintenance and repair of existing facilities at the Augspurger MW Radio Station and other Bonneville Power Administration facilities, and is not to be used for any extensive new right of way clearing or line construction.

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 covenant with the UNITED STATES OF AMERICA that they 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 they will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

DATED this 7 day of March, 1958.

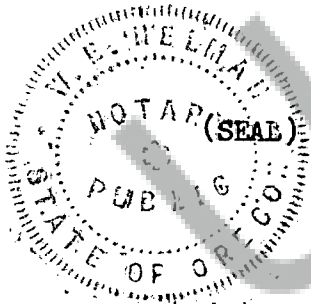
Una Zoe Ward
Una Zoe Ward

Lyman W. Ward
Lyman W. Ward

STATE OF Oregon)
COUNTY OF Multnomah) ss:

On the 7 day of March, 1958, personally came before me, a notary public in and for said County and State, the within-named UNA ZOE WARD AND LYMAN W. WARD, wife and husband 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.



W. E. Helman
Notary Public in and for the
State of Oregon
Residing at Portland, Oregon
My commission expires: 9/20/61

State of Washington)
County of Skamania) ss:

I CERTIFY that the within instrument was received for the record on the 18th day of March, 1958, at 8:40 A M., and recorded in book 44 on page 421, records of Deeds of said County.

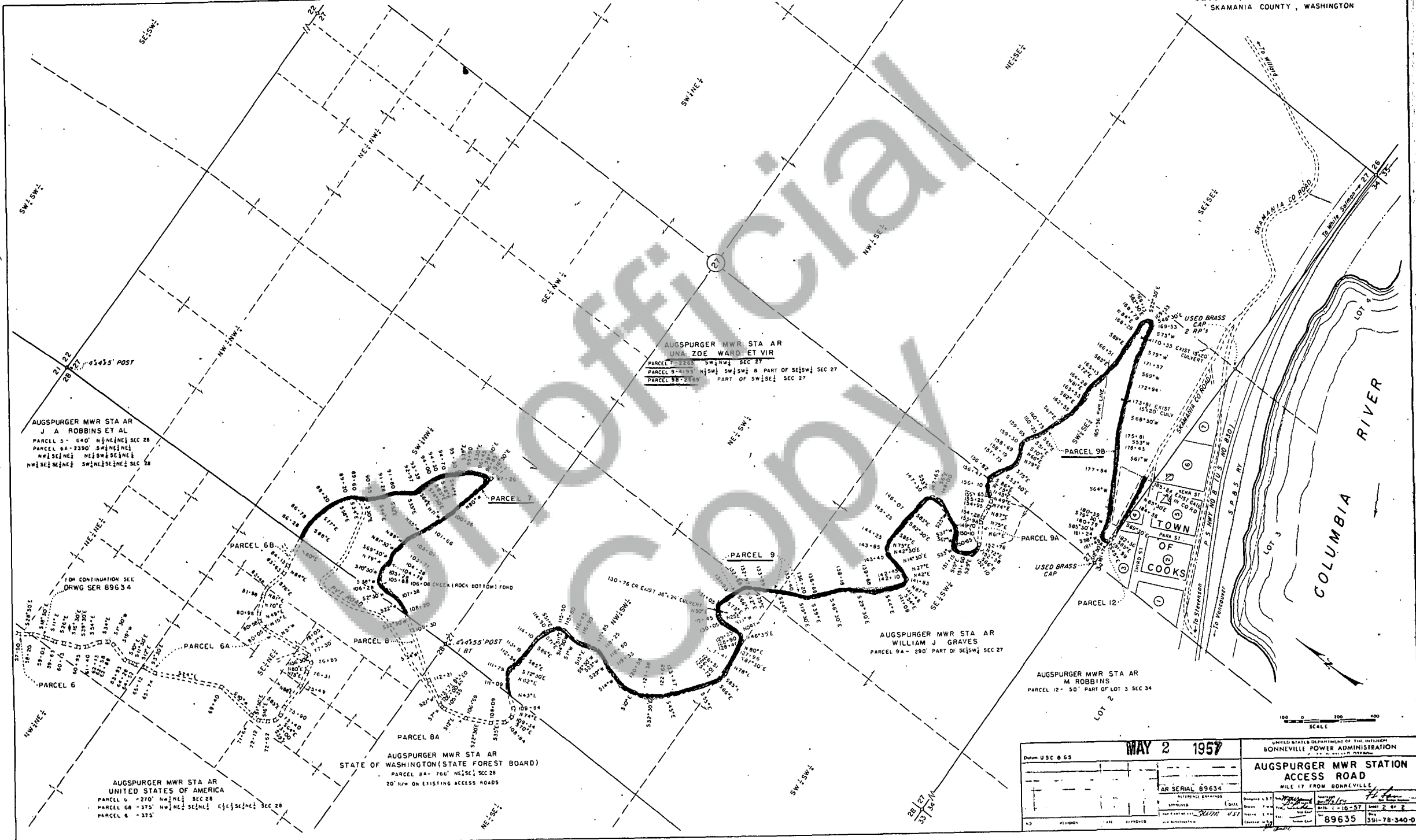
Witness my hand and seal of County affixed.



Evelyn O. Neal
By Verna Abbey Deputy

After recording;

SECS 28, 27 & 34 T3N R9E WM
SKAMANIA COUNTY, WASHINGTON



MAY 2 1957		UNITED STATES DEPARTMENT OF THE INTERIOR BONNEVILLE POWER ADMINISTRATION	
AUGSPURGER MWR STATION ACCESS ROAD		MILE 17 FROM BONNEVILLE	
DATE: MAY 2 1957		DRAWN BY: [Signature]	
CHECKED BY: [Signature]		APPROVED BY: [Signature]	
SERIAL: 89634		FILE: 89635	
DRAWN BY: [Signature]		CHECKED BY: [Signature]	
APPROVED BY: [Signature]		DATE: 1-18-57	
FILE: 89635		SHEET 2 OF 2	