

73454

Tract No.

Mc-R-AR-40, Parcel #6

U. S. DEPARTMENT OF THE INTERIOR
BONHEVILLE POWER ADMINISTRATION
ACCESS ROAD EASEMENT

BOOK 62 PAGE 890

FOR AND IN CONSIDERATION of the sum of ----- FIVE HUNDRED -----
----- Dollars (\$ 500.00)
in hand paid, receipt of which is hereby acknowledged, HERBERT MALARKEY and ELIZABETH B.
MALARKEY, husband and wife,

hereinafter called the Grantor(s), ~~xxx~~ (have) granted, bargained, and sold and by these presents do (have)
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 Grantor(s) in the ~~W 1/4~~ of Section 3, 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 and brush; the right to grade,
level, cut, fill, drain, build, surface, maintain, repair and rel. lid a road (m) and such culverts, bridges,
turnouts, retaining walls, or other appurtenant structures as may be necessary; and the right to use said
road (m) on, over, and across the land embraced within the right of way, colored in red, as shown on the
attached right of way map serially numbered 56397.

The Grantor(s) reserve (m) the right of ingress and egress over and across said road (m), and the right to
pass and repass along and on said road (m) insofar as the same extends across the lands of the Grantor(s),
said right to be exercised in a manner that will not interfere with the use of the road (m) by the United
States of America, its employees, contractors, or assigns.

It is understood and agreed that if said road (m) is (m) damaged by the UNITED STATES OF AMERICA,
its employees, contractors, or assigns, the UNITED STATES OF AMERICA, subject to the availability
of appropriations, or its assigns, will repair such damage.

It is further understood and agreed that Grantor(s) may erect or maintain fences across said road (m),
provided adequate gates of not less than ~~14~~ ¹⁴ 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.

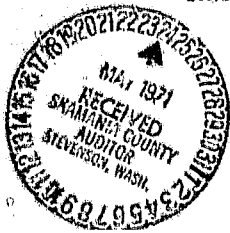
It is further understood and agreed by the Grantor(s) that the payment of such purchase price is accepted
as full compensation for all damages incidental to the exercise of any of the rights above described.

Grantor(s) covenant (m) with the UNITED STATES OF AMERICA that Grantor(s) ~~xxx~~ (are) lawfully seized
and possessed of the lands aforesaid; ~~xxx~~ (have) a good and lawful right and power to sell and convey
the same; that the same are free and clear of all encumbrances; and that Grantor(s) will forever warrant
and defend the title thereto and quiet possession thereof against the lawful claims of all persons
whomsoever.

This easement is given with the understanding that in the event it is necessary
to install gates on the subject property the United States of America and th: Grantor
will install their own locks thereon and when the United States of America, its
contractors, employees, or assigns use said gates the same shall be locked promptly
after such use by them.

Access road No. Mc-R-AR-40, Parcel #6, may be used for ingress and egress to and
from the McNary-Ross transmission line and to and from any existing or future
transmission lines which have been or may be constructed adjacent or nearly adja-
cent thereto.

DATED this 18 day of May, 1971



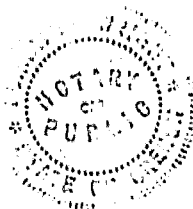
Herbert Malarky
Elizabeth B. Malarky
Elizabeth B. Malarky

STATE OF Oregon)
COUNTY OF Multnomah) ss:

On the 14th day of May, 1971, personally came before me, a notary public in and for said County and State, the within-named HERBERT MALARKEY and ELIZABETH B. MALARKEY, 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.

(SEAL)



Lorraine Wright
Notary Public in and for the
State of Oregon
Residing at
Portland, Oregon
My commission expires:

My Commission Expires July 12, 1974

STATE OF Washington)
COUNTY OF Shamania) ss:

I CERTIFY that the within instrument was received for the record on the 24 day of May, 1971, at 11:30 A.M., and recorded in book 62 on page 890, records of Records of said County.

Witness my hand and seal of County affixed.



Not recording, please return to:

G. P. Todd
By E. Maynard
Deputy.

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3621
PORTLAND, OREGON 97208

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