

59476

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

ACCESS ROAD EASEMENT

BOOK 49 PAGE 380

FOR AND IN CONSIDERATION of the sum of grant by the United States of America to Bruce Starker and Elizabeth Bond Starker of road rights within its transmission line right of way in the B. B. Bishop D.L.C. No. 39, in Section 16, Township 2 North, Range 7 East, in hand paid, receipt of which is hereby acknowledged, W. M., Skamania County, Washington,

Bruce Starker and Elizabeth Bond Starker, husband and wife, hereinafter called "Grantor", 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 Grantor in

NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, Township 2 North, Range 7 East, W. M., 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 rebuild a road and such culverts, bridges, turnouts, retaining walls, or other appurtenant structures as may be necessary; and the right to use said road on, over, and across the land embraced within the right of way, as shown on the attached right of way map, serially numbered 7668, said road being the 14 foot existing road around the westerly portion of Gilloette (Kidney) Lake.

The Grantor 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 Grantor, 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 employees, contractors, agents, or assigns.

It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its employees, contractors, agents, 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 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 Grantor 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 covenants with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has 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 will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

DATED this 29 day of June, 1961

Bruce Starker
Bruce Starker

Elizabeth Bond Starker
Elizabeth Bond Starker



BPA 177
Rev. 5-19-52

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

STATE OF *Oregon*)
COUNTY OF *Benton*) ss:

On the *29* day of *June*, 19*61*, personally came before me, a notary public in and for said County and State, the within-named BRUCE STARKER and ELIZABETH BOND STARKER, 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)

John D. Thomas
Notary Public in and for the
State of *Oregon*
Residing at *Corvallis*

My commission expires: *MARCH 6, 1964*

Unofficial Copy

STATE OF)
COUNTY OF) ss:

I CERTIFY that the within instrument was received for the record on the _____ day of _____, 19____, at _____ M., and recorded in book _____ on page _____, records of _____ of said County.

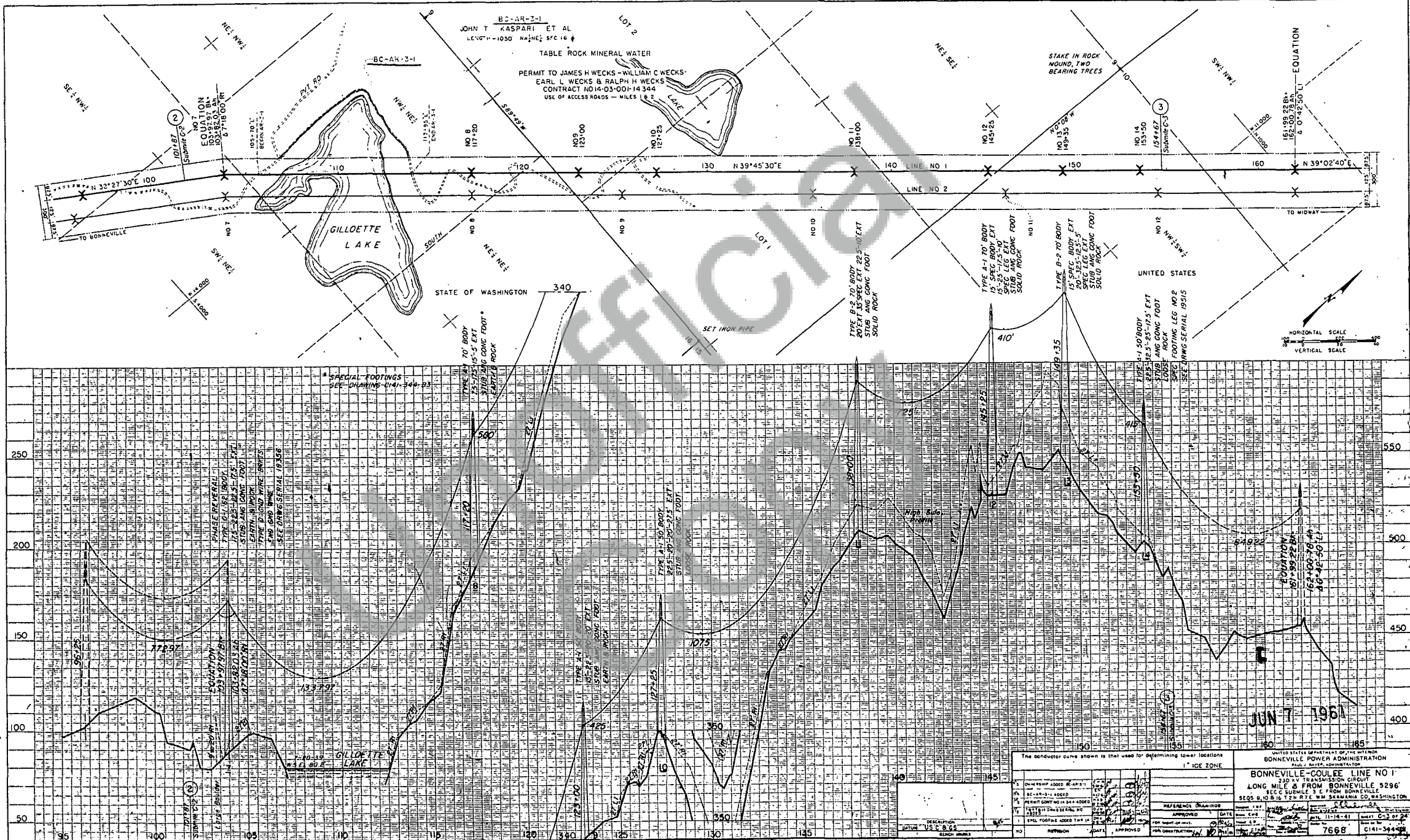
Witness my hand and seal of County affixed.

By _____ Deputy.

After recording, please return to:

ms
6-14-61

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



JUN 7 1961

The conductor curves shown is that used for determining tower locations 1" ICE ZONE		UNITED STATES DEPARTMENT OF THE INTERIOR BONNEVILLE POWER ADMINISTRATION PAUL A. RAY, ADMINISTRATION	
BONNEVILLE-COULEE LINE NO 1 LONG MILE & FROM BONNEVILLE 5296' SEC 5 SUBLINE 1 E. FROM BONNEVILLE SECS 8, 9, 10 & 11, 21 & 22 R. 1 W. S. 10 & 11 T. 1 N.		SHEET 7668 C141-344-387	
OWNERSHIP ADDED BC-AR-3-1 BC-AR-3-1 REDED PERMIT CONT NO 10 IN 344 ADDED ASSESS CONVEYANCE SPECIAL FOOTINGS ADDED TOWER 10	DATE APPROVED FOR CONSTRUCTION	DATE APPROVED FOR CONSTRUCTION	DATE APPROVED FOR CONSTRUCTION