

Tract No. Buck Butte Radio Station Site  
Entrance Road, Parcel 1

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

43048

VOMIO PAGE 6127

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED THIRTY-FIVE -----  
----- Dollars (\$ 435.00 )  
in hand paid, receipt of which is hereby acknowledged, JERRY AHERN and MADGE AHERN, husband  
and wife,

hereinafter called the Grantor(s), ~~has~~(have) granted, bargained, and sold and by these presents do ~~grant~~  
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 a portion of the SW 1/4 and the E 1/4 of Section 24,  
Township 40 South, Range 11 East, Willamette Meridian and in Government Lot 4, the  
E 1/4, the NW 1/4 and the SW 1/4 of Section 19, Township 40 South, Range 12 East,  
Willamette Meridian, all in Klamath County, Oregon,

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(~~to~~) and such culverts, bridges,  
turnouts, retaining walls, or other appurtenant structures as may be necessary; and the right to use said  
road(~~to~~) 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 132073 DTM-C.

The Grantor(s) reserve(~~to~~) the right of ingress and egress over and across said road(~~to~~), and the right to  
pass and repass along and on said road(~~to~~) 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(~~to~~) by the United  
States of America, its employees, contractors, or assigns.

It is understood and agreed that if said road(~~to~~) is (~~is~~) 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(~~to~~),  
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(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(~~to~~) with the UNITED STATES OF AMERICA that Grantor(s) ~~is~~(are) lawfully seized  
and possessed of the lands aforesaid; ~~has~~(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.

DATED this 16th day of July, 19 67

Jerry Ahern  
Jerry Ahern  
Madge Ahern  
Madge Ahern

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BPA 205  
Rev. Jan. 1967

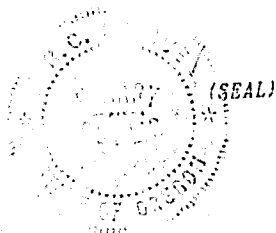
(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

6128

STATE OF Oregon )  
COUNTY OF Klamath ) ss:

On the 16th day of July, 1970, personally came before me, a notary public in and for said County and State, the within-named JERRY AHERN and MADGE AHERN, 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.



*R. P. Lane*  
Notary Public in and for the  
State of Oregon  
Residing at Merrill, Oregon  
My commission expires: 2/26/72

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 \_\_\_\_\_ of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_ Deputy.

After recording, please return to:

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

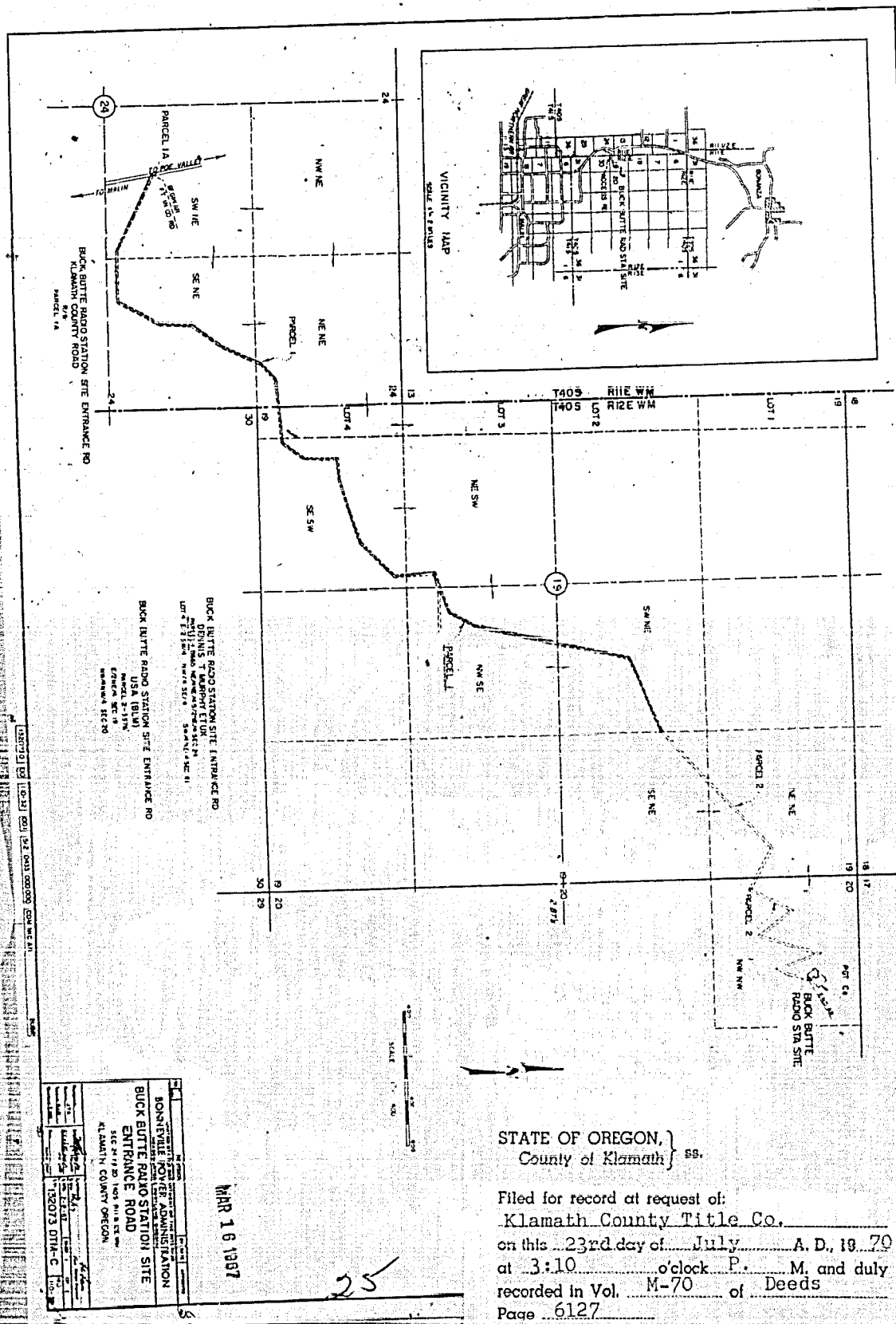
BPA 177A  
Mar. 1966

dec 5-12-70

24



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BUCK BUTTE RADIO STATION SITE ENTRANCE RD  
 DEWIS T. MARSH ET AL  
 LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24  
 USA (BLM)  
 120073 DTHA-C

STATE OF OREGON,  
 County of Klamath } ss.

Filed for record at request of:  
 Klamath County Title Co.  
 on this 23rd day of July, A. D. 1970  
 at 3:10 o'clock P. M. and duly  
 recorded in Vol. M-70 of Deeds  
 Page 6127

WM. D. MILNE, County Clerk  
 By *Charlene K. Horstman*  
 Fee \$4.50 Deputy.

FORM No. 2

1967

for  
 her  
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