

45958

BOOK 37 PAGE 175

TRACT NO. BC-R-AR-1, Parcel #1

U. S. DEPARTMENT OF THE INTERIOR  
BONNEVILLE POWER ADMINISTRATION

ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED -----  
----- Dollars (\$100.00 )  
in hand paid, receipt of which is hereby acknowledged, PORTLAND, OREGON AREA COUNCIL  
OF GIRL SCOUTS, INC., an Oregon corporation

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 ease-  
ment 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 the E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section  
24, Township 3 North, Range 8 East, Willamette Meridian, Skamania County,  
Washington,

for the following purposes, namely: the right to enter and to clear of timber, en-  
dangering trees, and brush; to grade, level, cut, fill, drain, build, maintain,  
repair, and rebuild a 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, ~~the center line of which is described as~~  
~~follows:~~

The location of the right-of-way herein conveyed is shown, colored in  
red, on the Bonneville Power Administration's map, Serial No. 57306, Rev. 1,  
attached hereto, which said map is hereby made a part of this instrument.



The undersigned, Frank Birkenfeld and Ruth Birkenfeld, husband and  
wife, for a valuable consideration from the aforementioned grantor, hereby  
acknowledged, join in the execution of this instrument for the purpose of  
subordinating their rights in said road to the grant contained in this  
document, which rights are by virtue of a contract dated June 1, 1950, and  
expiring June 1, 1955.

~~It is understood and agreed that the UNITED STATES OF AMERICA, its agents or assigns, shall have the right to appropriate from any lands of the undersigned, such timber and rock as may be necessary for the construction and repair of said road.~~

The undersigned, their contractors and assigns, or any other persons authorized by them, will be permitted 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, provided, however, it is understood and agreed that by this agreement there shall be no admission or assumption of risk or liability on the part of the United States or any of its agencies, bureaus, or departments on account of any injury to person or livestock or any damage to other personal property by reason of the use of said road, ~~but that such use shall be at the undersigned's own risk and liability.~~

It is further understood and agreed that the undersigned, <sup>successors</sup> ~~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.

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.

Grantors 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.

IN WITNESS WHEREOF, PORTLAND, OREGON AREA COUNCIL OF GIRL SCOUTS, INC. has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed,

WITNESSED this 13 day of August, 1953

PORTLAND, OREGON AREA COUNCIL OF GIRL SCOUTS, INC.

By Mr. Charles Philson X

By Pres. Portland Area Council

Frank Birkenfeld  
Frank Birkenfeld

Ruth Birkenfeld  
Ruth Birkenfeld

STATE OF Oregon )  
 ) ss:  
COUNTY OF Multnomah )

On this 27th day of August, 1953 before me personally appeared Mrs. Chas. P. Wilson and \_\_\_\_\_ to be known to be the \_\_\_\_\_ of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated she authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Harriet J. Edgerton  
Notary Public in and for the  
State of Oregon  
Residing at 6329 S.W.  
Corbett Ave., Portland, Ore.  
My commission expires:  
NOTARY PUBLIC FOR OREGON  
MY COMMISSION EXPIRES FEB. 5, 1954

STATE OF Washington )  
 ) ss:  
COUNTY OF Skamania )

On the 13 day of August, 1953, personally came before me, a notary public in and for said County and State, the within-named Frank Birkenfeld and Ruth Birkenfeld, 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.

H. H. Morrison  
Notary Public in and for the  
State of Washington  
Residing at Stevenson  
My commission expires: 4-12-56

STATE OF Washington )  
 ) ss:  
COUNTY OF Skamania )

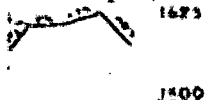
I CERTIFY that the within instrument was received for the record on the 4 day of Sept, 1953, at 3-55 P.M., and recorded in book 37 on page 175, records of Land of said County.

Witness my hand and seal of County affixed.

John C. Rankin  
By Rankin Deputy.

TYPICAL SECTION SHOWING  
BASIS OF ESTIMATED QUANTITIES

THE QUANTITIES SHOWN ON  
THIS MAP ARE APPROXIMATE  
SURVEY STATIONS ON ACCESS  
ROADS TO BE CONSTRUCTED  
ARE GRADE POINTS AND NOT  
NECESSARILY ELEVATIONS



BC-R-AR-1A		BC-R-AR-1A	
ESTIMATED QUANTITIES		ESTIMATED QUANTITIES	
STATION	QUANTITY	STATION	QUANTITY
1+00	100	1+00	100
2+00	200	2+00	200
3+00	300	3+00	300
4+00	400	4+00	400
5+00	500	5+00	500
6+00	600	6+00	600
7+00	700	7+00	700
8+00	800	8+00	800
9+00	900	9+00	900
10+00	1000	10+00	1000