

334 31 481

Tract No. ST-11  
ST-AR-3-1

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

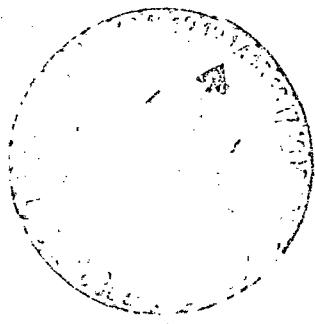
62003

The GRANTOR, herein so styled whether one or more, B. E. TORPEN and ELLA LOUISE TORPEN,  
also known as Ella L. Torpen, husband and wife,

for and in consideration of the sum of - - - - - ONE HUNDRED - - - - -  
- - - - - Dollars (\$ 100.00 ),  
in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants,  
bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and  
right to enter and erect, maintain, repair, rebuild, operate, and patrol 1 or more line(s) of electric power trans-  
mission structures and appurtenant signal lines, including the right to erect such poles, transmission structures,  
wires, cables, and appurtenances as are necessary thereto, in, over, upon, and across the following-described  
parcel of land in the County of Skamania, in the State of Washington, to-wit:

That portion of the  $3\frac{3}{4}$  of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 10,  
Township 2 North, Range 7 East, Willamette Meridian, Skamania  
County, Washington, which lies within a strip of land 100 feet  
in width, the boundaries of said strip lying 50 feet distant  
from, on each side of, and parallel with the survey line for  
the Stevenson Tap to Bonneville-Alcoa No. 1 and 2 transmission  
line, as now located and staked on the ground over, upon, across,  
and/or adjacent to the above described property, said survey line  
being particularly described as:

Beginning at survey station 149+27.4, a point in the west  
line of said Section 10 which is S.  $0^{\circ}54'30''$  W. a distance of  
443.5 feet from the quarter section corner common to said Sec-  
tion 10, and Section 9; thence N.  $36^{\circ}25'30''$  E. a distance of  
3694.2 feet to survey station 186+21.6, a point in the north  
line of said Section 10, which is N.  $88^{\circ}54'30''$  W. a distance of  
669.4 feet from the quarter section corner common to said Sec-  
tion 10, and Section 3.



together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

The Grantor also hereby grants, bargains, sells, and conveys unto the UNITED STATES OF AMERICA, and its assigns, a permanent easement and right of way for the construction, operation and maintenance of a road approximately 14 feet in width (with such additional widths as are necessary to provide for cuts, fills, and turnouts, and for curves at angle points) on, over, and across the land of the grantor in a portion of the S3/4 of the SW1/4NE1/4NW1/4, Section 10, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, except any portion thereof which lies within the 100-foot right of way of the United States of America for its Bonneville Power Administration's Stevenson Tap to Bonneville-Alcoa No. 1 and 2 transmission line,

for the following purposes, namely: the right to enter and to clear of timber, <sup>an existing</sup> ~~danger~~ trees, and brush; to ~~build~~ cut, fill, level, grade, drain, surface, maintain, repair and rebuild ~~a~~ road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary, on, over, and across the land embraced within said right of way, as shown colored in red on drawing Serial No. 125903, colored in red, prepared by the United States Department of the Interior, Bonneville Power Administration, attached hereto and by this reference, made a part hereof.

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 or its assigns will, subject to availability of appropriations, 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 said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the rights of way on January 24, 1963, shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

The Grantor also covenants to and 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 same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 26 day of July, 1963.

*B. E. Torpen*  
B. E. Torpen

*Signature of Ella Louise Torpen*  
SIGNATURE GUARANTEED  
THE FIRST NATIONAL BANK  
OF OREGON, PORTLAND

Ella Louise Torpen

*Ella Louise Torpen*

BRANCH NO. 115

*[Signature]*  
ASST. CASHIER-MANAGER

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

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

On the *26* day of *July*, 19*63*, personally came before me, a notary public in and for said County and State, the within-named *B. E. TORPEN and ELLA LOUISE TORPEN*, 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)

*K. B. Boudier*  
Notary Public in and for the  
State of *Oregon*  
Residing at *Multnomah County*

My commission expires:

*Sept 3, 1966*

Unofficial Copy

STATE OF *WASH* )  
COUNTY OF *SERMANIA* ) ss:

I CERTIFY that the within instrument was received for the record on the *14* day of *Aug.*, 1963, at *8:40 A.M.*, and recorded in book *51* on page *481*, records of *Deed* of said County.

Witness my hand and seal of County affixed.

*Evelyn O'Neal*

By *Ed Simmons*  
Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. *3527X* 3621  
PORTLAND 8, OREGON

SECS 10 & 3 T2N R7E W  
SKAMANIA COUNTY, WASHINGTON

