

DEED RECORD, No. 38
KITITAB COUNTY, WASHINGTON

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5. That the Grantor, his heirs or assigns, shall not discharge any dynamite or other explosive for the purpose of blasting stumps, or for any other purpose, within a distance of three hundred (300) feet of said transmission line, without first giving due and reasonable notice in writing to the proper officer or agent of the Grantee of his intention so to do.

6. That the rights, privileges and authority hereby granted shall continue until such time as the Grantee, its successors and assigns, shall have permanently abandoned the use of said transmission line, at which time all such rights, privileges and authority shall cease and terminate.

7. That the Grantor make no warranty or representation as to title to the lands herein described.

IN WITNESS WHEREOF, said party of the first part has hereunto subscribed his name the day and year hereinabove first written.

W.T. Ellison

State of Washington, }
County of Kittitas } ss.

I, the undersigned, a Notary Public, do hereby certify that on this 1st day of September, 1922, personally appeared before me W.T. Ellison, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal the day and year in this certificate above written.

F.J. Finney
Notary Public in and for the State
of Washington, residing at Seattle.

Request of F.J. Finney
Mollie B. Dixon, Co. Auditor.

(Notary Seal)
Com. Exp. Aug. 22, 1925.
Filed for record Nov. 1, 1922, at 2:45 P.M.
By Mollie B. Dixon, Deputy.

Marion Moore et al.,
vs.
Paget Sound Power & Light Co.,

Recording No. 67946
7-19N-17
17-19N-17

RIGHT OF WAY DEED.

THIS AGREEMENT, Made and entered into this 2nd day of September, 1922, by and between Marion Moore and Francis Moore, his wife, parties of the first part, hereinafter called the Grantors, and Paget Sound Power & Light Co. a corporation, hereinafter called the Grantee, party of the second part, WITNESSETH:

That for and in consideration of the sum of One Dollars (\$1.00) lawful money of the United States, this day in hand paid by the Grantee to the Grantors, receipt of which is hereby acknowledged, and subject to all the terms and conditions hereof, the Grantors, hereby give and grant to the Grantee, its successors and assigns, the right, privilege and authority to construct, erect, alter, improve, repair, operate and maintain an electric transmission line consisting of steel or wooden towers or steel or wooden poles, with necessary guys and anchors, together with transmission, telephone and telegraph wires, insulators and cross-arms placed thereon, and other necessary or convenient appurtenances connected therewith, across, over and upon the following described lands and premises, situate in the County of Kittitas, State of Washington, to-wit:

The north half of section seventeen (17), and the south half (S $\frac{1}{2}$) of Section seven (7), all in township nineteen (19) north, range seventeen (17) east Willamette Meridian. The center line of said transmission line to be as follows:

Beginning at a point on the east line of Sec. 17, Twp. 19 N., Rge. 17 E.W.M., which point is 1121 ft., more or less, south of the northeast corner of said section, thence running N. 77°45' W., a distance of 4503 ft., thence N. 70°55' W. a distance of 534 ft., to a point on the north line of said section, which point is 604 ft., more or less, east of the northwest corner of said section, and beginning at a point on the east line of section 7, Twp. 19 N., Rge. 17 E.W.M., which point is 210 ft., more or less, north of the southeast corner of said section, thence running N. 70°55' W. a distance of 5343 ft., to a point on the west line of said section, which point is 534 ft., more or less, south of the southwest corner of the northwest quarter of said section. All as now surveyed, marked, laid out and to be constructed.

IT IS FURTHER AGREED:

1. That the Grantee, its successors and assigns shall at all times have ingress to and egress from said lands for the purpose of constructing, repairing, renewing, altering, changing, patrolling, and operating said transmission line.
2. That the Grantee shall pay to the Grantors their heirs or assigns, such sum of money as may be equal to any damage the Grantors, its successors or assigns, may at any time cause to any buildings, fences, crops, animals, or other property of the Grantors, their heirs or assigns, by reason of the construction, maintenance or repair of said transmission line.
3. That the Grantee, its successors and assigns, will at all times save and hold harmless the Grantors, their heirs and assigns, of and from any and all loss, damage or liability they may suffer or sustain by reason of any injury or damage to the personal property of another caused by negligent construction, maintenance or operation of said transmission line. Provided, however, that if any suit or action be begun against the Grantors, their heirs or assigns, for the recovery of any such damage, then and in that event the Grantors, their heirs or assigns, shall deliver to the proper officer or agent of the Grantee the service copy of the complaint and summons in any such action a reasonable time before the expiration of the time to answer, and the Grantee, its successors or assigns, shall have the right, at its own cost and expense, to defend any such suit or action.
4. That the Grantee, its successors and assigns, shall at all times have the right to cut all brush and other standing or growing upon the said lands of the Grantors, which in the opinion of the Grantee, constitute a menace or danger to said transmission line, and all brush so cut shall be removed or burned by the Grantee in the manner and at the time required by law, and so as to cause the least danger to other property.
5. That the Grantors, their heirs or assigns, shall not discharge any dynamite or other explosive for the purpose of blasting stumps, or for any other purpose, within a distance of three hundred (300) feet of said transmission line, without first giving 60 and reasonable notice in writing to the proper officer or agent of the Grantee of their intention so to do.
6. That the rights, privileges and authority hereby granted shall continue until such time as the Grantee, its successors and assigns, shall have permanently abandoned the use of said transmission line, at which time all such rights, privileges and authority shall cease and terminate.
7. That the Grantors make no warranty or representation as to title to the lands herein described.

IN WITNESS WHEREOF, said parties of the first part have hereunto subscribed their names the day and year hereinafore first written.

Marion Moore
Francis Moore

State of Washington, }
County of Kittitas } ss.

I, the undersigned, a Notary Public, do hereby certify that on this 2nd day of September, 1922, personally appeared before me Marion Moore and Francis Moore, his wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed 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 in this certificate above written.

F.J. Pingry
Notary Public in and for the State
of Washington, residing at Seattle.

(Notary Seal)

Com. Exp. Aug. 22, 1926.

Filed for record Nov. 1, 1922, at 1:54 P.M.

Request of F.J. Pingry,
Mollie E. Dixon, Co. Auditor.

By Jeanita Dixon, Deputy.

Johnson Brothers Company
to
Puget Sound Power & Light Co.,

Recording No. 67647

RIGHT OF WAY DEED.

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THIS AGREEMENT, Made and entered into this 22nd day of August, 1922, by and between Johnson Brothers Company, a corporation, part of the first part, hereinafter called the Grantor, and Puget Sound Power & Light Co. a corporation, hereinafter called the Grantee, party of the second part, WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States, this day in hand paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, and subject to all the terms and conditions hereof, the Grantor, hereby gives and grants to the Grantee, its successors and assigns, the right, privilege and authority to construct, erect, alter, improve, repair, operate and maintain an electric transmission line consisting of steel or wooden towers or steel or wooden poles, with necessary guys and anchors, together with transmission, telephone and telegraph wires, insulators and cross-arms placed thereon, and other necessary or convenient apparatuses connected therewith, across, over and upon the following described lands and premises, situate in the County of Kittitas, State of Washington, to-wit:

The east half (E $\frac{1}{2}$) of the southwest quarter (SW $\frac{1}{4}$), and the southeast quarter (SE $\frac{1}{4}$) of section ten (10), township twenty (20) north, range thirteen (13) east Willamette Meridian. The center line of said transmission line to be as follows:

Beginning at a point on the West line of section 10, township 20 N., Range 13 E., N.W. $\frac{1}{4}$, which point is 70 ft., more or less, north of the center line of said section, thence N. 85° 04' E., a distance of 250 ft., thence S 60° 35' E., a distance of 852.4 ft., thence S 35° 25' E., a distance of 372.1 ft. to a point on the east line of said section which point is 101.7 ft., more or less, north of the southeast corner of said section; all as now surveyed, staked, laid out and to be constructed.