

271474

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

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FOR AND IN CONSIDERATION of the sum of **SEVENTY** - - - - - Dollars (\$ 70.00) **1**  
In hand paid, receipt of which is hereby acknowledged, **CASCADE LUMBER COMPANY**, a corporation,

**does**  
hereby granted, bargained, and sold and by these presents doth 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 grade points, all over and across the lands of the Grantor in a portion of the ~~SW 1/4~~ of Section 17 and a part of the ~~NE 1/4~~ of Section 20, Township 19 North, Range 17 East of the Willamette Meridian, Kittitas 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, ~~make~~ 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 86475, Rev. 1, colored in red.

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, and 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 described in this instrument and has the 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.

IN WITNESS WHEREOF, CASCADE LUMBER COMPANY, a corporation, has caused this instrument to be signed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed

~~RECORDED~~ this 22 day of July, 1947

**CASCADE LUMBER COMPANY**

By:

*J. B. Moore*

*President*

ATTEST:

*W. Parise*

Secretary

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GEN 175  
Rev. 8-12-53

(Corporate Form)

STATE OF WASHINGTON  
)  
COUNTY OF YAKIMA)

On this 24th day of July 1958, before we personally appeared  
S. B. Moser and R. W. Parrish to me known to be the  
Vice President and Secretary 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 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.



*R. W. Parrish*  
Notary Public in and for the  
State of Washington  
Residing at Yakima

My commission expires J. 4. 1959

The within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_  
at \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ of Records of  
(State).

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

Upon recordation, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX NO. 2537  
PORTLAND 8, OREGON

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Filed for Record  
By A.C.T.C.  
Date 11/10/58 at 11:09 A.M.  
Place, Custer Co., Kansas  
James M. Seaweed, County Auditor  
KUTTAS COUNTY

45-2747