

21943  
27926 # 14

31884

Tract Nos. VC-308  
VC-308D  
VC-AR-47-1  
VC-AR-48-1  
VC-AR-48-2

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

The GRANTORS, WARREN J. DAVIS AND MARY MONROE DAVIS, husband and wife, for and in consideration of the sum of THREE THOUSAND NINE HUNDRED DOLLARS (\$3,900.00), in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate and patrol one or more lines of electric power transmission 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 parcels of land in the County of Kittitas, in the State of Washington, to-wit:

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Kittitas County CDS

Tract No. VC-308:

A strip of land of variable width over and across the S½SE¼, except the 60-foot wide right of way of the Cascade Lumber Company, the NW¼, SE¼SW¼ and N½W¼ of Section 17, Township 19 North, Range 17 East of the Willamette Meridian, Kittitas County, Washington. The northerly boundary of said strip of land is the southerly boundary of the existing right of way of the United States of America for its Bonneville Power Administration's transmission lines, the survey line of said right of way being described in those certain easement deeds, dated April 12, 1943, recorded in Volume 66, page 195, file No. 172954; and dated May 5, 1952, recorded in Volume 89, page 439, file No. 230752; Deed records of said County, the southerly boundary being 260 feet southerly from and parallel with the survey line for the Vantage-Covington No. 1 transmission line, as said survey line is now located and staked on the ground over, across, upon or adjacent to the above-described property. Said survey line is particularly described as:

Beginning at a point which is S. 73° 33' 20" E. 444.6 feet from a point which is S. 0° 46' 10" W. 2112.0 feet from the northeast corner of Section 17, Township 19 North, Range 17 East, Willamette Meridian, which point is designated as survey station 2655 + 54.8; thence N. 73° 33' 20" W. 1211.3 feet to survey station 2667 + 66.1; thence N. 72° 55' 50" W. 3164.0 feet to survey station 2699 + 30.1; thence N. 72° 19' 20" W. 2351.8 feet to a point which is N. 72° 19' 20" W. 702.9 feet from a point which is S. 0° 22' 10" W. 436.3 feet from the northwest corner of said Section 17, which point is designated as survey station 2722 + 83.9;

Tract No. VC-308D:

A strip of land of variable width over and across the N½NE¼ of Section 18, and the S½SE¼, SE¼SW¼ and Government Lot 4 of Section 7, all being in Township 19 North, Range 17 East of the Willamette Meridian, Kittitas County, Washington. The northerly boundary of said strip of land is the southerly boundary of the existing right of way of the United States of America for its Bonneville Power Administration's transmission lines, the survey line of said right of way being described in those certain easement deeds dated April 12, 1943, recorded in Volume 66, page 195, file No. 172954; and dated May 5, 1952, recorded in Volume 89, page 439, file No. 230752; Deed records of said County; and the southerly boundary lies 200 feet southerly from and parallel with the survey line for the Vantage-Covington No. 1 transmission line, as said survey line is now located and staked on the ground over, across, upon or adjacent to the above-described property. Said survey line is particularly described as:

Beginning at a point in Section 17, said Township and Range, S. 0° 22' 10" W. 436.3 feet and S. 72° 19' 20" E. 1650.9 feet from the northwest corner of said Section 17, which point is designated as survey



for Record  
2-11-61

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station 2699 + 30.1; thence N. 72° 19' 20" W. 2353.8 feet to survey station 2722 + 83.9; thence N. 72° 55' 50" W. 681.9 feet to a point in the line common to said Sections 18 and 7, S. 89° 01' 10" W. 1324.7 feet from the section corner common to Sections 7, 8, 17 and 18, said Township and Range, which point is designated as survey station 2729 + 65.8; thence N. 72° 55' 50" W. 4067.4 feet to a point in the line common to Section 7, Township 19 North, Range 17 East, and Section 12, Township 19 North, Range 16 East, Willamette Meridian, S. 0° 22' 40" E. 1424.6 feet from the quarter section corner common to said Sections 7 and 12; thence N. 72° 55' 50" W. 603.1 feet to a point in said Section 12, S. 0° 22' 40" E. 1424.6 feet and N. 72° 55' 30" W. 603.1 feet from said quarter section corner common to said Sections 7 and 12, which point is designated as survey station 27/b + 36.3;

together with all necessary and convenient access over, along and across existing roads on premises owned by the Grantors within existing Bonneville Power Administration easements;

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; and also the present and future right to top, limb or fell all growing and dead trees and snags (collectively called "danger trees") located on land owned by the Grantors adjacent to the above-described right of way, which could fall within 55 feet of the centerline or centerlines of the electric transmission facilities hereinafter described. provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags within a strip of land 60 feet in width on the southerly side of said right of way from opposite survey station 2732 + 00 to opposite survey station 2751 + 50 and contiguous to said right of way that (a) are danger trees on November 14, 1964, (hereinafter called "present danger trees"), or (b) become danger trees thereafter (hereinafter called "future danger trees"). The right to top, limb or fell danger trees outside of said strip (hereinafter called "additional danger trees") may only be exercised within 3 years after all present danger trees have been cut, and the UNITED STATES OF AMERICA shall pay the person who is the owner thereof at the date of cutting such additional danger trees the market value prevailing at the date of cutting under authority of the UNITED STATES OF AMERICA, such payment to be made within a reasonable period of time after they have been so cut.

Between survey station 2690 + 16 and survey station 2685 + 00, an 80-foot wide strip centered on the centerline is to be clear cut. On the remainder of the portion of the right of way between said stations and outside said 80-foot strip, only limbs overhanging the 80-foot strip shall be removed.

The Grantors shall retain the right to make any use of the right of way and danger tree zones adjacent thereto not inconsistent with or interfering with the uses herein stated, and shall have the right to cut, remove, sell and dispose of all trees left upon, or growing upon, the said right of way and danger tree zones after the initial clearing and construction work for transmission line is completed.

The UNITED STATES OF AMERICA, after initial clearing, at such times as it deems it necessary or proper to clear or remove said trees (other than in the course of its maintenance program or in the event of an emergency) shall give the owner, or any person in possession, written notice of such determination by mail at his last known post office address. The owner may, within 60 days of said mailing, remove all trees in the areas herein described, and if not removed within that time, the UNITED STATES OF AMERICA shall have the right to enter upon said premises and to cut, remove, sell or otherwise dispose of said trees without further compensation being paid therefor.

Grantors also hereby grant, bargain, sell and convey unto the UNITED STATES OF AMERICA, and its assigns, a permanent easement and right of way for the rebuilding, operation and maintenance of existing roads approximately 14 feet in width (with such additional widths as are necessary to provide for cuts, fills and turn-outs and for curves at angle points) on, over and across the land of the Grantors in portions of the NW¼NW¼ of Section 17, except any portion thereof which lies within the right of way of the United States of America for its Bonneville Power Administration's transmission lines; and the E¼SW¼ and Government Lots 3 and 4 of Section 7,

except any portion thereof which lies within the existing right of way of the United States of America for its Bonneville Power Administration's transmission lines; all being in 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, danger trees and brush, to cut, fill, level, grade, drain, surface, maintain, repair and rebuild existing roads 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 Nos. 129047 DTM-D and 129048 DTM-D prepared by the United States Department of the Interior, Bonneville Power Administration, attached hereto and by this reference, made a part hereof.

Access Roads Nos. VC-AR-47-1, VC-AR-48-1 and VC-AR-48-2 may be used for ingress or egress to and from the Bonneville Power Administration's transmission line and to and from any existing or future transmission lines which have been or may be constructed adjacent or nearly adjacent thereto.

The Grantors reserve the right of ingress and egress over and across said roads and the right to pass and repass along and on said roads insofar as the same extend across the lands of the Grantors, said right to be exercised in a manner that will not interfere with the use of the roads by the UNITED STATES OF AMERICA, its employees, contractors or assigns.

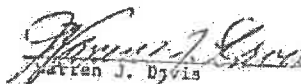
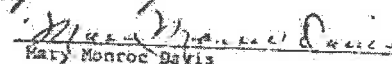
It is understood and agreed that if said roads are damaged by the UNITED STATES OF AMERICA, its employees, contractors or assigns, the UNITED STATES OF AMERICA, subject to the availability of appropriations, or its assigns, will repair such damage. It is further understood and agreed that the Grantors may erect or maintain fences across such roads, 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.

Subject to the rights reserved by the Grantors hereinabove, the Grantors covenant 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 November 14, 1964, and the title to all present danger trees shall vest in the UNITED STATES OF AMERICA on said date; and that title to any additional danger trees shall vest in the UNITED STATES OF AMERICA upon their being cut pursuant to the terms hereof; and that title to all future danger trees cut pursuant to the terms hereof shall remain in the owner thereof at the date of cutting; and that the consideration stated herein is accepted by the Grantors as full compensation for all damages incidental to the exercise of said easement and danger tree rights, except payment for any additional danger trees as defined hereinabove which may be cut under authority of the UNITED STATES OF AMERICA as herein provided.

The Grantors also covenant to and with the UNITED STATES OF AMERICA that Grantors are lawfully seized and possessed of the lands aforesaid; have 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 Grantors 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 9<sup>th</sup> day of FEBRUARY, 1965.

  
Warren J. Davis  
  
Mary Monroe Davis

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

STATE OF Washington  
COUNTY OF St. Louis ss:

On the 9 day of January, 1945, personally came before me, a notary public in and for said County and State, the within-named **WARREN J. DAVIS AND MARY MONROE DAVIS**, 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.



William R. Peter  
Notary Public in and for the  
State of Washington  
Residing at Seattle  
My commission expires:  
July 6, 1968

STATE OF )  
COUNTY OF ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally came before me, a notary public in and for said County and State, the within-named \_\_\_\_\_ to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ 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)

Notary Public in and for the  
State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF )  
COUNTY OF )

I CERTIFY that the within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_, records of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

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

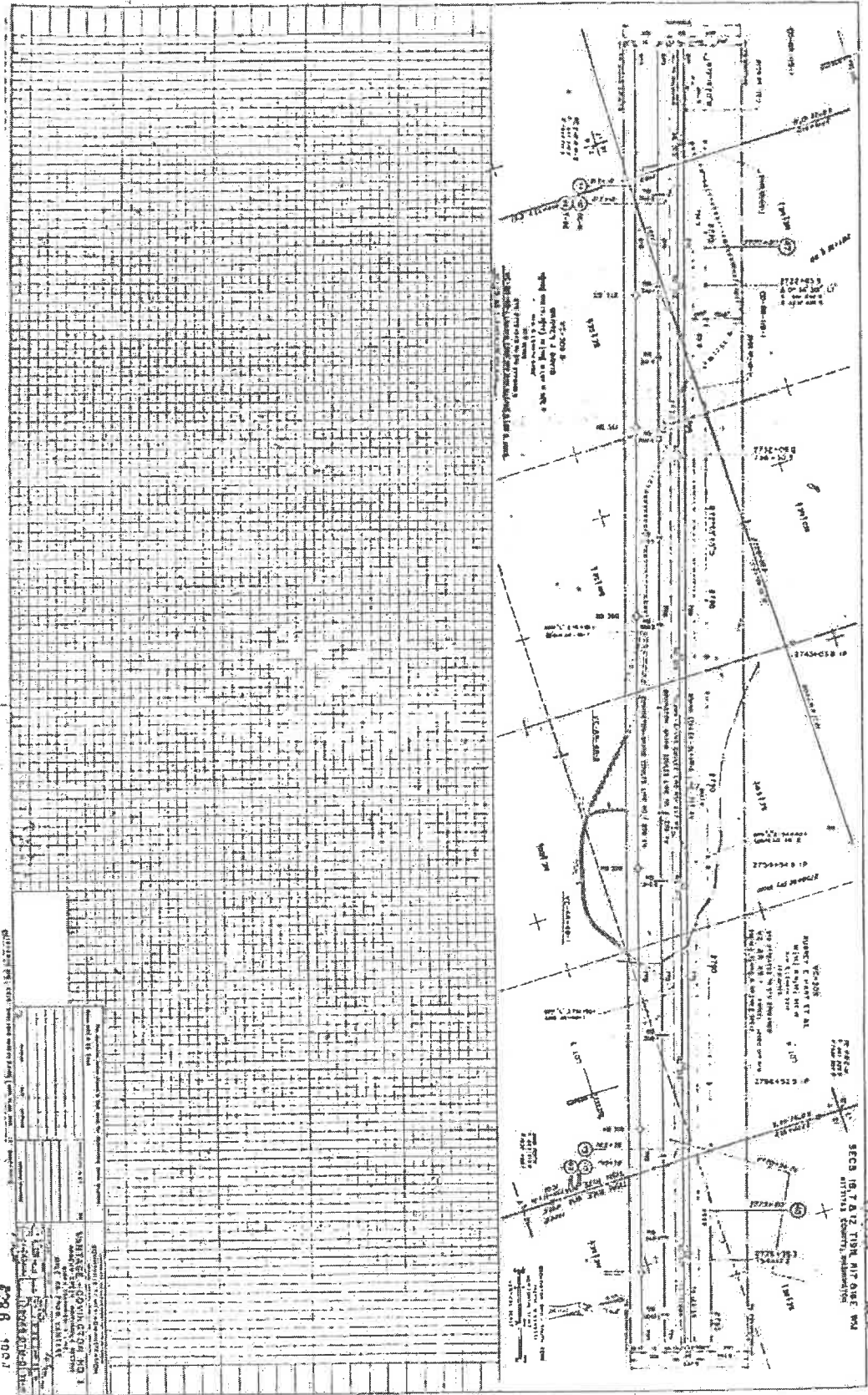
After recording, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P O BOX No. WXXXX 7671

BPA 177

117 70717





SHEET NO. 1  
 OF 2  
 DATE: FEB 18 1965  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

FEB 18 1965  
 1001

TITLE: SHIPBOARD - COUPLING DRAWN BY: [Name] CHECKED BY: [Name]	DATE: FEB 18 1965 SHEET NO. 1 OF 2
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SHEET NO. 1  
 OF 2  
 DATE: FEB 18 1965  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]