

SAT CHATTEL MORTGAGE

116719

EASEMENT

Vol. 104 Deeds, page 476

116720

Sep 25, 1946 at 3:05 PM  
Sep 16, 1946

COMPARED

TRANSMISSION LINE EASEMENT

The Grantor, herein so styled whether one or more, Weyerhaeuser Timber Company, a Washington corp for and in cons of the sum of (\$75.00) in hand paid by the U.S. of America, rec of which is hereby ack, hereby grants, bargains, sells, and conveys to the United States of America and its assigns, a perpetual easement and right to enter and erect, operate, maintain, repair rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliance necessary in connection therewith, in, upon, over, under, and across the foll-desc parcel of land in the C of M, S of W, to-wit:

That portion of the SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, the SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> and the SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> of Section 7, Township 20 north, ~~xxx~~ range 3 west of the Willamette meridian, Mason 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 to the survey line of the Shelton-Allyn transmission line as now located and staked on the ground over, across, upon and/or adjacent to the above-described property, said survey line being particularly described as follows:

Beginning at survey station 1034/50.1 a point on the east and west center section line of said section 7, said point being N. 86°51' W. a distance of 1669.2 feet from the quarter section corner on the east line of said section 7; thence N. 53°54' E. a distance of 2102.6 feet to survey station 1055/52.7 a point on the east line of said section 7, said point being N. 1°23' E. a distance of 1330.9 feet from the quarter section corner on the east line of said section 7.

Reserving, however, to the grantor for itself, its successors and assigns, the right to use said strip of land for all purposes not inconsistent with the grantee's use of the same, and particularly the right to cross the same with railroads, truck roads and all other ways and means customary in transporting forest products, also the right to freely pass over and across said strip of land by all necessary means and for any purpose incident to the ownership of adjacent lands, also the ~~right~~ right to use the surface of the strip of land for ordinary agricultural operations, provided, however, that in the exercise of such reserved rights no buildings or other structures shall be constructed on said land which will interfere with the operation and maintenance of the transmission lines located thereon and that such orchard trees as may be located on said right of way are not to be permitted to attain a height in excess of 18 feet.

If the grantor, its successors or assigns, should hereafter construct any railroad or railroads across said right of way at a point or points where the power or transmission line clearance above ground is sufficient to permit the construction and operation of such railroad or railroads, the grantee will not thereafter lower such power or transmission lines without the written consent of the grantor, its successors or assigns.

together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire Hazards" shall not be interpreted to include growing crops; \* \* \* \* \*

In witness where of \* \* \* (6-?)

Dated \* \* \*

ATTEST:

George S. Long, Jr., Secretary  
(Corporate Seal)

WEYERHAEUSER TIMBER COMPANY  
By J.P. Weyerhaeuser, Jr.,  
Executive Vice-President

AB NOTE: initialed on the side of inst. (C)(E C E)  
(V R T) (C D W)

Cont.

116720

Ack Sep 16, 1946 by J.P.Weyerhaeuser, Jr., to me known to be the Executive Vice-President of the corp that exec the within and foregoing inst, \* \* \* reg corp ack follows \* \* \* before Cora A. Matthew, NP in and for the S of W, res at Tacoma. My Commission expires: June 1, 1949  
(Notarial Seal)

Mail to: Bonneville Power Adm

POWER OF ATTORNEY Vol.69 Misc, page 248  
Sep 25, 1946 at 3:35 PM  
Sep 11, 1946

116721

### COMPARED

KAMBT: that I, Clement J. Holl of the town of Allyn, C of M, S of W, have made, constituted and appointed and by these presents do make, constitute and appoint my wife, Marjorie M. Holl my true and lawful attorney in fact, in my name, place and stead and for my use and benefit to collect and receive any and all sums of money due me from any source; to endorse all checks drawn to me and to draw checks against any bank account standing in my name; to execute any necessary receipts; to sell, mortgage or otherwise handle or dispose of any and all personal property in which I ~~may~~ may have an interest, and to transact any and all business of any character in which I may have an interest.

Giving and granting to my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might, could or would do if personally present, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

In Witness whereof \* \* \*

Dated \* \* \*

Clement J. Holl

Ack Sept. 11, 1946 by Clement J. Holl, \_\_, before J. W. Graham, NP in and for the S of W, res at Shelton, Washington.  
(Notarial Seal)

Mail to: Mrs. C.J.Holl, Allyn, Wash., St. Rt.

HONORABLE DISCHARGE

116722

WARRANTY DEED  
Sep 26, 1946 at 10:08 AM  
Sep 6, 1946

Vol. 104 Deeds, page 480

116723

### COMPARED

The Grantor Howard H. Peters, and Blanche Peters, his wife, for and in cons of (\$10.00), and other val cons, \* \* \*, conveys and warrants to Merwin B. Elton, and Beatrice L. Elton, his wife, the foll desc re, sit in the C of M, S of W:

A tract of land in Governemtn Lot 4 (also known as the Southwest quarter (SW $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ), Section 9, Township 22 North, Range 2 West, W.M., particularly described as follows:

Beginning at the meander corner between fractional Sections 9 and 16, ~~Township~~ said Township and Range; run thence West, along the section line, seventy-five (75) feet, more or less, to the Southerly right-of-way line of the County Road; thence North-easterly, along the Southerly right-of-way line of said County Road, ninety (90) feet, more or less, to a point thereon North of said point of beginning; thence South fifty (50) feet, more or less to the point of beginning.

Dated \* \* \*  
State \$.50, Federal \$.55

Howard H. Peters (SEAL)  
Blanche Peters (SEAL)

EASEMENT  
Oct 1, 1947 at 9:57 A.M.  
Sep 27, 1947

Vol.113 Deeds, page 81  
Tract No. SF-1

121572

TRANSMISSION LINE EASEMENT

COMPARED

The Grantor, herein so styled whether one or more, Fred H. Diehl and Bernadette K. Diehl, hus and wife at the time of acq title and ever since, for and in cons of the sum of \$550.00, \* \* \* by the United States of America, rec \* \* \*, hereby grants, bargains, sells, and conveys to the United States of America and its assigns, a perpetual easement and right to enter and erect, operate, maintain, repair rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon, over, under, and across the foll-desc parcel of land in the County of Mason, in the State of Washington, towit:

That portion of the W<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> of Section 7, Township 20 North, Range 3 West of the Willamette Meridian, Mason County, Washington, lying west of the northwesterly right-of-way line of the Bonneville Power Administration's Shelton-Allyn 100 foot transmission line right-of-way, which lies within a strip of land 200 feet in width, the boundaries of said strip lying 50 feet distant easterly from, and 150 feet distant westerly from, and parallel to the survey line of the Shelton-Fairmount transmission line, as now located and staked on the ground over, across, upon, and/or adjacent to the above-described property, said survey line being particularly described as follows:

AB NOTE: metes and bounds desc follows \* \* \* \* \*

together with right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, prov however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and futrue right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger Trees") located on Grantor's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

To have and to hold said easement and rights unto the United States of America and its assigns, forever.

The Grantor cove to and with the U.S. of America and ~~xx~~ its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees, or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land, is and shall be vested in the U.S. of A. and its assigns and that the cons paid for conveying said easement and rights herein desc is accepted as full ~~xxx~~ compensation for all damages incidental to the exercise of any of said rights.

The Grantor also cove to and with the U.S. of A. that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey the 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 agaist the lawful claims and demands of all persons whomsoever.

Dated \* \* \*

F. H. Diehl  
1.00

Fred H. Diehl  
Bernadette K. Diehl

Ack September 27, 1947 by Fred H. Diehl and Bernadette K. Diehl, hus and wife, before Phil C. Bayley, NP in and for the S of W, res at Shelton. My commission expires: 10/9/48 (NS)

Mail to: Bonneville Power Administration, Portland 8, Oregon.

## EASEMENT

Feb 24, 1953 at 3:11 PM  
Feb 3, 1953

Vol. 150, Deeds, Page 68

148665

COMPARSED

The Grtr, herein so styled whether one or more, Fred H. Diehl and Bernadette Diehl, h & w now and at all times since prior to acq title, for and in cons of the sum of \$300.00, in hand pd by the United States of America, rec of which is hereby ack, hereby grants, bar, sells, and con to the United States of America and its assigns, a perpetual easement and right to ent and erect, operate, maintain, repair rebuild, and patrol one or more electric power transmission lines and appurt signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon, oever, und, and across the foll-desc parcel of land in the C of M, & in the S of W, towit:

That portion of the E $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 7, Township 20 North, Range 3 West of the Willamette Meridian, Mason County, Washington, and thatpart of the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 7 lying east of the existing 200-foot right-of-way for the U.S., Bonneville Lower Administration's Shelton-Fairmont transmission line, which lies between the northwesterly boundary line of the existing 100-foot right-of-way for said U.S. Bonneville Power Administration's Shelton-Allyn No. 2 transmission line and a line which lies 50 feet distanc northwesterly from and parallel to the survey line of the Shelton-Allyn No. 1 transmission line as now located and staked on the ground over, across, upon, and/or adjacent to the above described property, said survey line being particularly described as follows:

Beginning at survey station 1033/27.8 at point on the East-West quarter section line of Section 7, Township 20 North, Range 3 West, Willamette Meridian, said point being N. 86°51' W. a distance of 1827.9 feet from the quarter section corner on the east line of said Section 7; thence N. 53°54' E. a distance of 472.2 feet to survey station 1038/00.0; thence N. 58°40' E. a distance of 602.0 feet to survey station 1044/02.0 Bk. = 1044/00.0 Ah; thence N. 53°54' E. a distance of 1191.0 feet to survey station 1055/91.0 a point on the east line of said Section 7, said point being N. 1°23' E. a distance of 1393.9 feet from the quarter section corner on the east line of said Section 7.

This easement includes the right to install guys and anchors beyond the limits of sd right-of-way at angle points.

Und the terms of this easement, the right to cut danger trees is limited to a strip of land 50 feet in width on North side of and beyond the outside limits of the right-of-way.

toge with the right to clear sd parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided, however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grtr's land adjacent to sd parcel of land, which could fall upon or against sd transmission and signal line facilities.

TO HAVE AND TO HOLD sd easement and rights unto the U.S.A. and its assigns, forever.

The Grtr covenants to and with the U.S.A. and its assigns that the title to all brush and timber cut and removed from sd parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grtr's land adjacent to sd parcel of land, is and shall be vested in the U.S.A. and its assigns and that the cond pd for con sd easement and rights herein desc is accepted as full compensation for all damages and rights herein desc is accepted as full compensation for all damages incidental to the exercise of any of sd rights.

The Grtr also covenants to and with the U.S.A. that Grtr is lawfully seized and possessed of the lands aforesd; has a good and lawful right and power to sell and con same; that same are free and clear of encumbrances, except as above incidated; and that Grtr will forever war and defend the title to sd easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Cont.

148665

Dated \* \* \*  
Pd \$3.00 - 1% tax  
S \$0.00 F \$0.55

Fred H. Diehl  
Bernadette Diehl

Ack Feb 3, 1953 by Fred H. Diehl and Bernadette Diehl, h & w,  
before R. H. Memovich, N<sup>e</sup> in and for the S of W, res at No.  
Bonneville, My comm expires 4-12-56.  
(NS)

Mail to: Title Section, Branch of Land, Bonneville Power Admin.  
P.O. Box 3537, Portland 8, Oregon.

MTGE  
Feb 24, 1953 at 4:37 PM  
Feb 20, 1953  
#17281

Vol. 149, Mtgs, Page 269 148666

COMPARISON

The Mtgrs, Otis Fleming and Alma Fleming, h & w now and at  
all times since acq title to the within desc re est, hereby mtge  
to Shelton Rayonier Federal Credit Union, a corp having its prin  
place of business in the city of Shelton, W, hereinafter called  
the Mtgee, the foll desc re prop, to-wit:

A tract of land containing exactly two (2) acres in the  
Northeast quarter (NE $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of the  
Northeast quarter (NE $\frac{1}{4}$ ) of Section thirty (30), Township twenty  
(20) North, Range three (3) West, W.M., particularly described  
as follows.

BEGINNING at the Southeast corner of said Northeast quarter  
(NE $\frac{1}{4}$ ) of Southwest quarter (SW $\frac{1}{4}$ ) of Northeast quarter (NE $\frac{1}{4}$ ), said  
Section, Township and Range; running thence Northerly, along the  
East line of said Northeast quarter (NE $\frac{1}{4}$ ) of Southwest quarter  
(SW $\frac{1}{4}$ ) of Northeast quarter (NE $\frac{1}{4}$ ), 90 feet, more or less, to the  
Southwesterly right-of-way line of the existing County Road; thence  
in a Northwesterly direction, following along the Southwesterly  
right-of-way line of said County Road, 300 feet, thence in a  
Southwesterly direction 400 feet, more or less, to a point on the  
South line of said Northeast quarter (NE $\frac{1}{4}$ ) of the Southwest  
quarter (SW $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of sufficient distance  
from the point of beginning to include exactly two (2) acres in  
the tract hereby described; thence East, along said South line to  
the point of beginning.

sit in the C of M, S of W, toge with all and \* \* \*, plumbing, \* \* \*  
to secure the pay of a cert prom note, due by the mtgrs in the sum  
of \$1635.00, in favor of the mtgee, bear over date herewith, and  
pay in the manner and at the times therein set forth.

The mtgrs covenant \* \* \*

Dated \* \* \*

Otis Fleming (SEAL)  
Alma Fleming (SEAL)

Ack Feb 20, 1953 by Otis Fleming and Alma Fleming, h & w,  
before Phil C. Bayley, N<sup>e</sup> in and for the S of W, res at Shelton.  
(NS)

Mail to: Shelton Rayonier Federal Credit Union, Shelton, Wn.

COND SAL  
CHATT MTGE  
COND SAL

148667  
148668  
148669

**COMPARED**

A.B. NOTE: Certificate attached hereto, signed by P.J. O'Sullivan Jr. Clerk of the Circuit Court of the First Judicial Circuit, Territory of Hawaii, the same being a Court of Record and having a seal, does certify that Luise K. Cordes was a Np in good standing for the Territory of Hawaii on the date foregoing ack was taken by sd Luise K. Cordes. Seals show for Circuit Court, Territory of Hawaii.

Mail to:

W D  
June 14, 1957 at 11:48 AM  
April 26, 1957

Vol 179 Deeds page 208 169285

**COMPARED**

The Grtrs H. G. Sutton and Agnes D. Sutton, his w, for and in cons of other val cons and ten dollars \*\*\* conv and warr to G. T. Brown and Doris Brown, his w, the foll desc re est sit in the CofM, SofW:

The South 45 feet of the North 100 feet of the South 200 feet of the Southeast quarter of the Southwest quarter of the Northeast quarter of Section 29, Township 23 North, Range 1 West, W.M., EXCEPTING therefrom public road rights of way.

Subj to easement, restr and reserv as now of rec.  
This deed is given in fulfill of a re est contr dated Oct 28, 1947, betw Emmett Ori and Lela May Ori, ASSIGNED to above Grtrs under Aud File No. 146539, as sellers and above Grtees as pur.

Dated \*\*\*  
Exempt 1% tax  
S\$2.00 F\$2.20

H. G. Sutton (SEAL)  
Agnes D. Sutton (SEAL)

Ack April 29, 1957 by H. G. Sutton and Agnes D. Sutton, his w, before E. E. Thomas NP in and for the SofW res at Port Orchard.

(NS)

Mail to: G.T.Brown, Box 95, Belfair, Wn.

EASEMENT  
June 14, 1957 at 12:02 PM  
June 7, 1957

Vol 179 Deeds, page 209 169286

**COMPARED**

The Grtr herein so styled whether one or more, Fred H. Diehl and Bernadette Diehl, aka Bernadette K. Diehl, h and w at the time of acq title and ever since for and in cons of the sum of \$1000.00 \*\*\* by the United States Of America, recpt \*\*\* hereby g, b, s, and conv to the United States Of America and its assigns, a perpetual easement and right to enter and erect, operate, maintain, repair, build, and patrol one or more electric power transmission lines and appurt signal lines, poles, towers, wires, cables and appliances necess in connection therewith, in, upon, over, under and across the foll desc parcel of land in the CofM, in the SofW, towit:

That portion of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 7, Township 20 North, Range 3 West of the Willamette Meridian, Mason County,

**COMPARED**

Washington, which lies within a strip of land 50 feet in width lying on the northwesterly side of, running parallel to and adjoining that part of the U.S. Bonneville Power Administration's existing transmission line right of way which bears N. 53°54' E., the location of said right of way being shown in an instrument recorded in Volume 113 of Deeds, page 81, records of Mason County, Washington.

The right to cut danger trees is limited to a strip of land 50 feet in width on the northerly side of and beyond the outside limits of the right of way.

together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grtr's land adjacent to said parcel of land which could fall upon or against said transmission and signal line facilities.

To h and to h \*\*\*

The grtr cov to and with the USA and its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called danger trees) cut and removed from Grtr's land adjacent to said parcel of land, is and shall be vested in the USA and its assigns and that the cons pd for conv sd easement and rights herein desc is accepted as full compensation for all damages incidental to the exercise of any of sd rights.

The grtr also cov to and with the USA \*\*\* lawfully seized\*\*\*

Dated \*\*\*

Fred H. Diehl  
Bernadette Diehl

Ack June 7, 1957 by Fred H. Diehl and Bernadette Diehl, h and w, before J. Jochim NP in and for the SofW res at Vancouver.

(NS)

Mail to: BPA, P.O. Box 3537, Portland 8, Oregon.

RE EST CONTR  
June 14, 1957 at 12:43 PM  
June 14, 1957

Vol 179 Deeds, page 212 169287

**COMPARED**

This Agree made and ent into this \*\*\* by and betw Francis S. Crutchley and Margaret H. Crutchley, h and w now and at all times since acq title to the hereinaft desc re est of \*\*\* hereinaft referred to as Sellers and John W. Bland and Marie V. Bland, h and w, of \*\*\* hereinaft referred to as Buyers, WITNESSETH:

That the Sellers have agreed to sell to the Buyers and the Buyers have agreed to pur from the sellers the foll desc re est sit in the CofM, SofW, towit:

Tract twenty-nine (29), Block two (2), Allyn Beach Tracts, according to the official plat thereof in the office of the Auditor of Mason County, Washington.

Tract No. 3Sh-K-6  
3Sh-K-7

TRANSMISSION LINE EASEMENT

The GRANTORS, PHIL C. BAYLEY and VIRGINIA C. BAYLEY, also known as Virginia Bayley, husband and wife, owners, and PRESTON A. ARMSTRONG and MARY LEE ARMSTRONG, husband and wife, contract purchasers of all of the land hereinafter described, and J. JOHN MILLER and VERA MILLER, husband and wife, and JOHN L. MILLER and LORELEI P. MILLER, husband and wife, contract purchasers as to a portion of the  $\frac{SE}{4}$  of Section 7, Township 20 North, Range 3 West, Willamette Meridian, Mason County, Washington, only; and GORDON R. DICKINSON, also shown or record as Gordon Dickinson, and MARY ELAINE DICKINSON, husband and wife, sub-contract purchasers of all of the land hereinafter described, for and in consideration of the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) 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 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 Mason in the State of Washington, to-wit:

Tract No. 3Sh-K-6 - That portion of the  $\frac{SE}{4}$  and  $\frac{SW}{4}$  of Section 7, Township 20 North, Range 3 West, Willamette Meridian, Mason County, Washington, described as follows:

Beginning at the point where the east-west quarter section line of Section 7, Township 20 North, Range 3 West, Willamette Meridian, intersects the northwesterly line 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 that certain easement recorded June 14, 1957 in Book 179, Page 209, Auditor's File No. 169286, Deed Records of said County.

From the point of beginning by metes and bounds, North  $85^{\circ}04'40''$  West, along said east-west quarter section line, 651.6 feet; North  $54^{\circ}46'30''$  East, 900.3 feet to a point in the east line of the  $\frac{SW}{4}$  of said Section 7; South  $3^{\circ}09'20''$  West, along said east line 537.3 feet to a point in said northwesterly line of said existing right of way; South  $55^{\circ}40'20''$  West along said northwesterly line 68.6 feet to the point of beginning.

Tract No. 3Sh-K-7 - That portion of the  $\frac{NW}{4}$  of Section 7, Township 20 North, Range 3 West, Willamette Meridian, Mason County, Washington, described as follows:

Beginning at the point where the south line of said  $\frac{NE}{4}$  of Section 7, Township 20 North, Range 3 West, Willamette Meridian, intersects the northwesterly line of the existing right of way of the UNITED STATES OF AMERICA for its Bonneville Power Administration's transmission line, the survey line of said right of way being described in that certain easement recorded February 24, 1953 in Book 150, Page 68, Auditor's File No. 148665, Deed Records of said County.

From the point of beginning by metes and bounds, North  $85^{\circ}04'40''$  West, along said south line, 327.3 feet to the southwest corner of said  $\frac{NW}{4}$ ; North  $3^{\circ}09'20''$  East, along the west line of said  $\frac{NW}{4}$ , 75.6 feet; North  $82^{\circ}26'00''$  East, 296.1 feet; North  $55^{\circ}40'20''$  East, 473.0 feet to a point in the east line of said  $\frac{NE}{4}$ ; South  $3^{\circ}09'20''$  West, along said east line 173.3 feet to a point in said northwesterly line of said existing right of way; South  $55^{\circ}40'20''$  West, along said northwesterly line, 380.4 feet; South  $60^{\circ}26'20''$  West, continuing along said northwesterly line, 44.4 feet to the point of beginning.



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 40 feet of the centerline or centerlines of the electric transmission facilities hereinbefore described; provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags within the following described strips of land:

<u>Width in Feet</u>	<u>Side of R/W</u>	<u>From</u>	<u>To</u>
70	Northwesterly	South line S $\frac{1}{4}$ N $\frac{1}{4}$ E $\frac{1}{4}$ Sec. 7	Opp. SS 1035+00
40	Northerly	Opp. SS 1035+00	East line S $\frac{1}{4}$ S $\frac{1}{4}$ N $\frac{1}{4}$ E $\frac{1}{4}$ Sec. 7
25	Northerly	West line NW $\frac{1}{4}$ SE $\frac{1}{4}$ N $\frac{1}{4}$ E $\frac{1}{4}$ Sec. 7	East line NW $\frac{1}{4}$ SE $\frac{1}{4}$ N $\frac{1}{4}$ E $\frac{1}{4}$ Sec. 7

and contiguous to said right of way that (a) are danger trees on August 10, 1965 (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 strips (hereinafter called "additional danger trees") may only be exercised within three (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.

Grantors, their successors or assigns, reserve the right to plant, grow, farm and harvest minor forest products, including Christmas trees, in accordance with the terms set forth in a separate land use agreement. ✓

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

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 right of way on August 10, 1965, 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 \_\_\_\_\_ day of \_\_\_\_\_, 1966.

\_\_\_\_\_  
Phil C. Bayley

\_\_\_\_\_  
Virginia C. Bayley

\_\_\_\_\_  
Preston A. Armstrong

\_\_\_\_\_  
Mary Lea Armstrong

\_\_\_\_\_  
J. John Miller

\_\_\_\_\_  
Vera Miller

*John L. Miller*  
\_\_\_\_\_  
John L. Miller

*Lorelei P. Miller*  
\_\_\_\_\_  
Lorelei P. Miller

\_\_\_\_\_  
Gordon R. Dickinson

\_\_\_\_\_  
Mary Elaine Dickinson

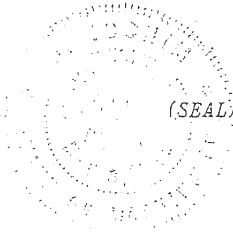
(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF Wash. )  
 ) ss:  
COUNTY OF Mason )

On the 20<sup>th</sup> day of March, 1966, personally came before me, a notary public in and for said County and State, the within-named

PHIL C. BAYLEY and VIRGINIA C. BAYLEY, 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.



Notary Public in and for the  
State of Washington  
Residing at [illegible]

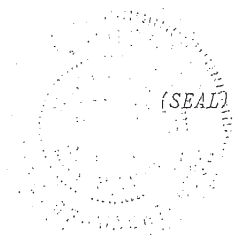
My commission expires: 5/1/67

STATE OF Washington )  
 ) ss:  
COUNTY OF Mason )

On the 29<sup>th</sup> day of March, 1966, personally came before me, a notary public in and for said County and State, the within-named

PRESTON A. ARMSTRONG and MARY LEA ARMSTRONG, 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.



Notary Public in and for the  
State of Washington  
Residing at [illegible]

My commission expires: 5/1/67

STATE OF )  
 ) ss:  
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:

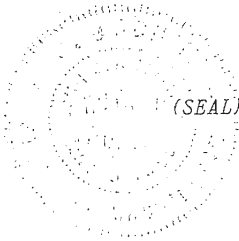
TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. 3537  
SALT LAKE CITY, UTAH 84111

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

STATE OF *Wash.* )  
 ) ss:  
COUNTY OF *King* )

On the *31st* day of *March*, 19*66*, personally came before me, a notary public in and for said County and State, the within-named  
J. JOHN MILLER and VERA MILLER, 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.



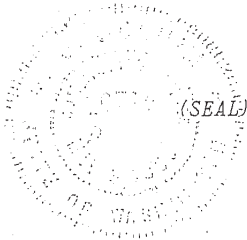
*[Signature]*  
Notary Public in and for the  
State of *Washington*  
Residing at *Vancouver*

My commission expires: *7/21/1967*

STATE OF *Wash.* )  
 ) ss:  
COUNTY OF *King* )

On the *1st* day of *April*, 19*66*, personally came before me, a notary public in and for said County and State, the within-named  
JOHN L. MILLER and LORELEI P. MILLER, 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.



Wm. REAL ESTATE  
EXCISE TAX  
~~NOT~~ NOT PAYABLE  
APR 11 1966  
JOHN B. COLE  
Treas., Mason County

*[Signature]*  
Notary Public in and for the  
State of *Washington*  
Residing at *Vancouver*

My commission expires: *5/21/1967*

STATE OF )  
 ) ss:  
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. 3337 3621  
FORT COCK, B. MASON COUNTY, WASH.

BPA 177

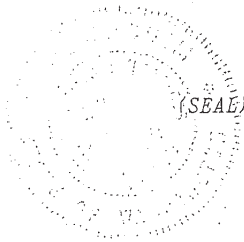
217915

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

STATE OF Washington )  
COUNTY OF Yakima ) ss:

On the 27<sup>th</sup> day of March, 1966, personally came before me, a notary public in and for said County and State, the within-named  
GORDON R. DICKINSON and MARY ELAINE DICKINSON, 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.



217915  
RECORDED 7<sup>42</sup> FILED  
APR 28 1966  
RUTH E. BOYSON  
NOTARY PUBLIC  
YAKIMA COUNTY  
WASH.  
88 APR 11 PM 3:27

Notary Public in and for the  
State of Washington  
Residing at Yakima  
My commission expires: 3/21/69

REQUEST OF:

STATE OF )  
COUNTY OF ) ss: SHELTON TITLE COMPANY

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 ) ss:

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.

746  
FEDL REV  
2-75

RECEIVED THE COUNTY

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

After recording, please return to:

3-14-66

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. 333621  
DENVER, COLORADO 80203

BPA 177

REEL 28 FRAME 192

234139

BPA 481B  
Rev. 2-12-63  
W/DTS

Tract No.

3SF-1

234139

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, PHIL C. BAYLEY and VIRGINIA C. BAYLEY, husband and wife, Owners, and PRESTON A. ARMSTRONG and MARY LEA ARMSTRONG, husband and wife, and GORDON R. DICKINSON and MARY ELAINE DICKINSON, husband and wife, Contract Purchasers,

for and in consideration of the sum of ----- THREE HUNDRED -----  
----- Dollars (\$ 300.00 )

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 ONE line(s) 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 parcel of land in the County of Mason in the State of Washington, to-wit:

That portion of the SW 1/4 of Section 7, Township 20 North, Range 3 West, Willamette Meridian, Mason County, Washington, lying Northerly of the existing Shelton-Kitsap No. 3 transmission line right of way and Easterly of a line 62.5 feet Westerly from and parallel with the survey line of the United States of America for its Bonneville Power Administration's Shelton-Fairmount No. 3 transmission line, said survey line being described as follows:

Beginning at a point which is N. 74°23' W., 2082.1 feet from the east quarter corner of said Section 7; thence N. 1°40' E., 3009.2 feet to a point which is N. 68°08' W., 2171.3 feet from the northeast corner of said Section 7.

The right of way for the said existing Shelton-Kitsap No. 3 transmission line is described in that certain easement deed dated March 29, 1966, recorded in Reel 28, Frame 187-92, Auditor's File No. 217915, Deed records of Mason County, Washington.

The rights acquired herein shall include all necessary and convenient access over, along and across existing roads on premises owned by the Grantor within existing Bonneville Power Administration easements.

The United States of America shall have the right, in connection with maintenance of such part of the right of way as is not otherwise being utilized by the servient owner, to grade, cultivate and plant grass and shrubs thereon, and thereafter to maintain such plantings;

MAILED \_\_\_\_\_  
Recorded \_\_\_\_\_  
Compared \_\_\_\_\_  
Filed \_\_\_\_\_

RECORDED 520 FILED  
REEL 46 FRAME  
MASON COUNTY  
68 MAY 6 PM 3:51  
Ruth E. Boyson  
REQUEST OF  
SHELTON TITLE COMPANY

#520  
SHELTON TITLE COMPANY  
0-11014-1

REEL 46 FRAME 280



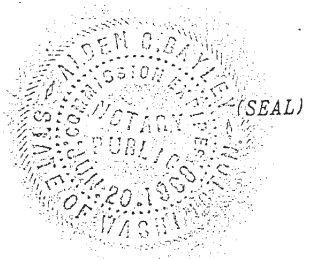


(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF MASON )

On the 12th day of March , 19 68, personally came before me, a notary public in and for said County and State, the within-named PHIL C. BAYLEY and VIRGINIA C. BAYLEY, 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.



*Alden C. Bayley*  
Notary Public in and for the  
State of Washington  
Residing at Shelton

My commission expires: 6-20-68

STATE OF )  
 ) ss:  
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. 3621  
PORTLAND, OREGON 97208  
INTERIOR--BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 177A  
Mar. 1966

sa 1-3-68

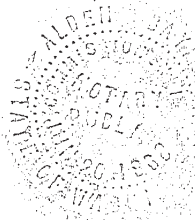


(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF WASHINGTON )  
 ) ss:  
 COUNTY OF MASON )

On the 12th day of March, 1968, personally came before me, a notary public in and for said County and State, the within-named PRESTON A. ARMSTRONG and MARY LEA ARMSTRONG, 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)

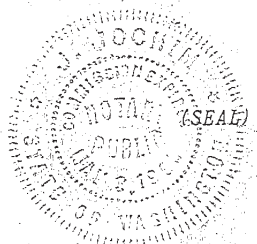
*Alder D. Gayle*  
 Notary Public in and for the  
 State of Washington  
 Residing at Shelton

My commission expires: 6-20-68

STATE OF *Washington* )  
 ) ss:  
 COUNTY OF *Mason* )

On the *14* day of *March*, 19*68*, personally came before me, a notary public in and for said County and State, the within-named GORDON R. DICKINSON and MARY ELAINE DICKINSON, 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)

*J. Jochim*  
 Notary Public in and for the  
 State of *Washington*  
 Residing at *Vancouver*  
 My commission expires: *7/1/69*