



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT/PRIVACY PROGRAM

August 2, 2017

In reply refer to: FOIA #BPA-2017-01195

Toby Mollett
City of Kent Water Services
400 West Gowe Street
Kent, Washington 98032
tmollett@kentwa.gov

Dear Mr. Mollett:

This communication is the Bonneville Power Administration's (BPA) response to your request for agency records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). Your records request was received on June 5, 2017 and acknowledged on June 8, 2017.

Request

"BPA Right of Way Maps of "Vantage-Covington No. 1 (1964)" "Ravensdale-Covington Sec. SHT 119 of 123" As shown on King County WA, Tax Assessor Map SW Sec33, Twp 22N, R6E, WM Which covers tax parcel number 3322069012. The use is for City of Kent Land Survey Section to determine BPA Right of Way boundaries for the installation of a City of Kent Water Pump Station."

Your request was further refined in your telephone conversation of June 14, 2017 with BPA Surveying and Mapping personnel.

Response

In accord with the FOIA requirements, BPA has conducted electronic searches of records in the following agency offices:

Surveying and Mapping

Agency records responsive to your request were identified. In accord with the FOIA, BPA is herein releasing 6 PDF image Right of Way maps with redactions, and the germane 6-page Transmission Line Easement with no redactions.

Records Subject to Exemption 6

BPA located 6 pages of Right of Way map records responsive to your request. We are releasing these records in full with the exception of minimal redactions applied under 5 U.S.C. § 552 (b)6 (Exemption 6) to protect personal privacy.

Exemption 6 of the FOIA protects information about individuals in "personnel and medical files and similar files" when the disclosure of such information "would constitute a clearly unwarranted invasion of personal privacy." The application of Exemption 6 requires balancing the public's interest in acquiring the information against the individual's privacy interests (NARA v. Favish, 541 U.S. 157 (2004)). If a significant privacy interest is found to exist, but there is no FOIA public interest in disclosure, the information should be protected (Nat'l Ass'n of Retired Fed. Employees v. Horner, 879 F.2d 873, 879 (D.C. Cir. 1989)). Here, BPA asserts Exemption 6 to withhold a limited amount of information including individual property owners' names which are not related to the business of BPA or the Executive Branch. BPA can find no public interest in the forgoing information and has therefore redacted it under Exemption 6.

Certification

Your FOIA request BPA-2017-01195-F is closed with all available and responsive agency records provided. Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the release and determinations described above.

Fee

There are no FOIA fees applicable to the fulfillment of your request.

Appeal

This decision, as well as the adequacy of the search, may be appealed within 90 calendar days from your receipt of this letter pursuant to 10 C.F.R. § 1004.8. Appeals should be addressed to:

Director, Office of Hearings and Appeals,
HG-1, L'Enfant Plaza
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal to OHA.filings@hq.doe.gov, including the phrase "Freedom of Information Appeal" in the subject line. The appeal must contain all of the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either: 1) in the district where you reside; 2) where you have your principal place of business; 3) where DOE's records are situated; or 4) in the District of Columbia.

You may contact BPA's FOIA Public Liaison, Sarah Westenberg, at the address on this letter header for any further assistance and to discuss any aspect of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, Maryland 20740-6001
Email: ogis@nara.gov
Phone: 202-741-5770; Toll-free: 1-877-684-6448; Fax: 202-741-5769

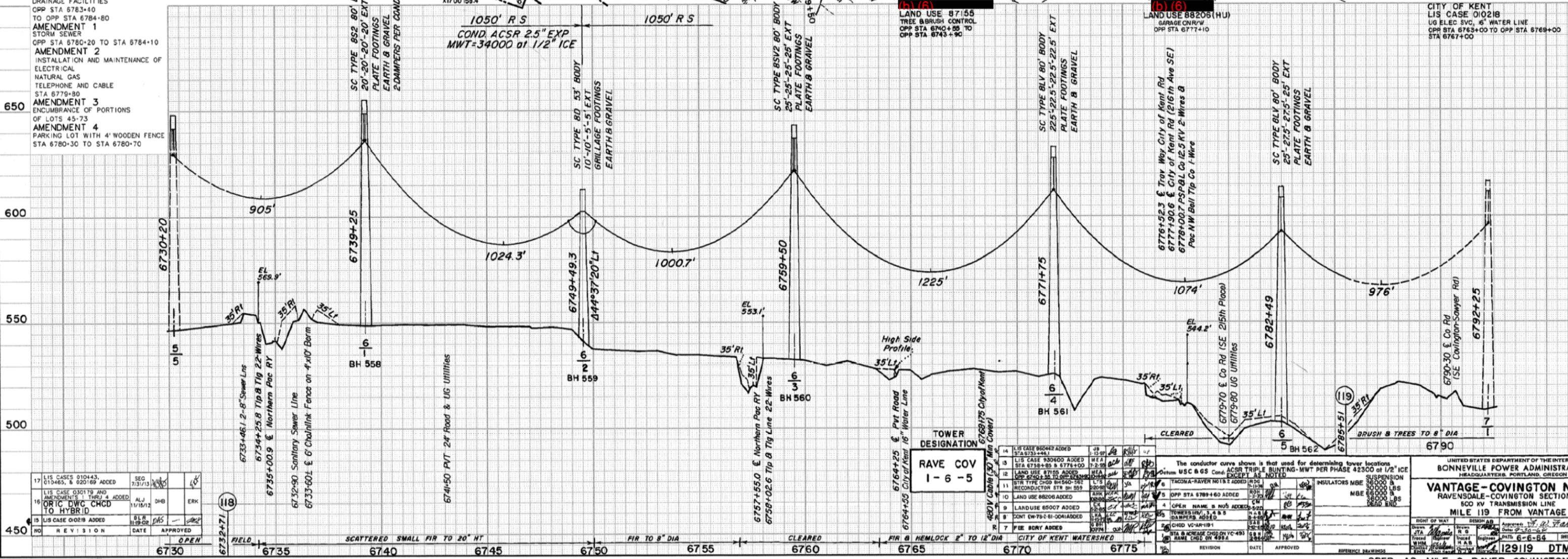
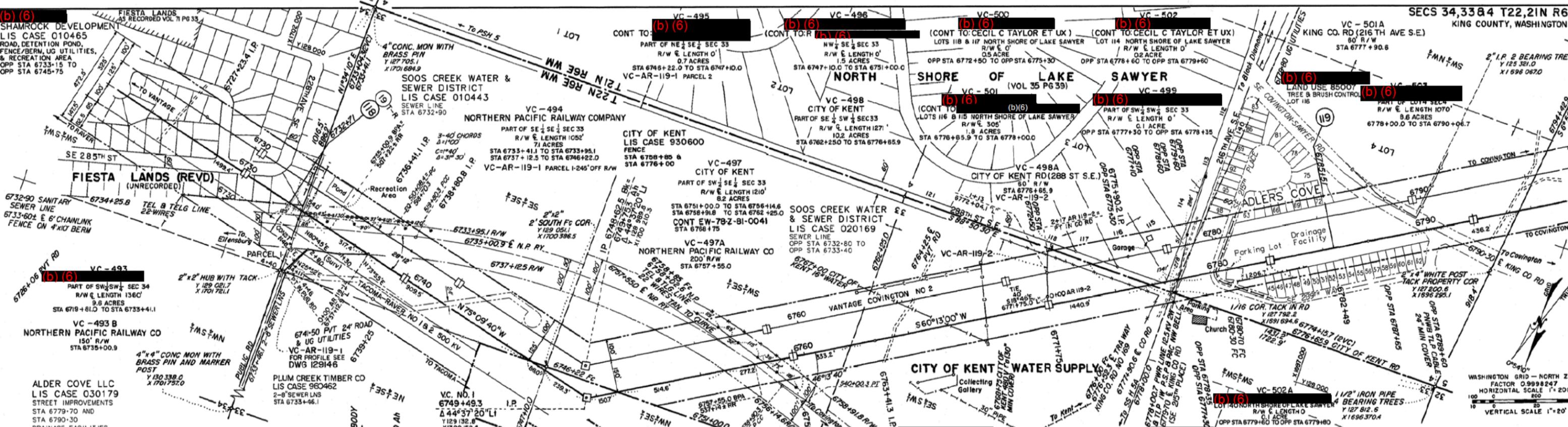
If you have questions about this communication, you may contact James King, CorSource Technology Group, Inc., assigned to the BPA FOIA office, at jjking@bpa.gov and 503-230-7621.

Sincerely,



C. M. Frost
Freedom of Information/Privacy Act Officer

Enclosure: responsive agency records



NO	REVISION	DATE	APPROVED
17	LIS CASES 010443, 010465, & 020169 ADDED	7/3/13	[Signature]
16	LIS CASE 030179 AND AMENDMENTS 1 THRU 4 ADDED. ORIC DWG CHCD TO HYBRID	11/15/12	[Signature]
15	LIS CASE 010218 ADDED	8/1/11	[Signature]

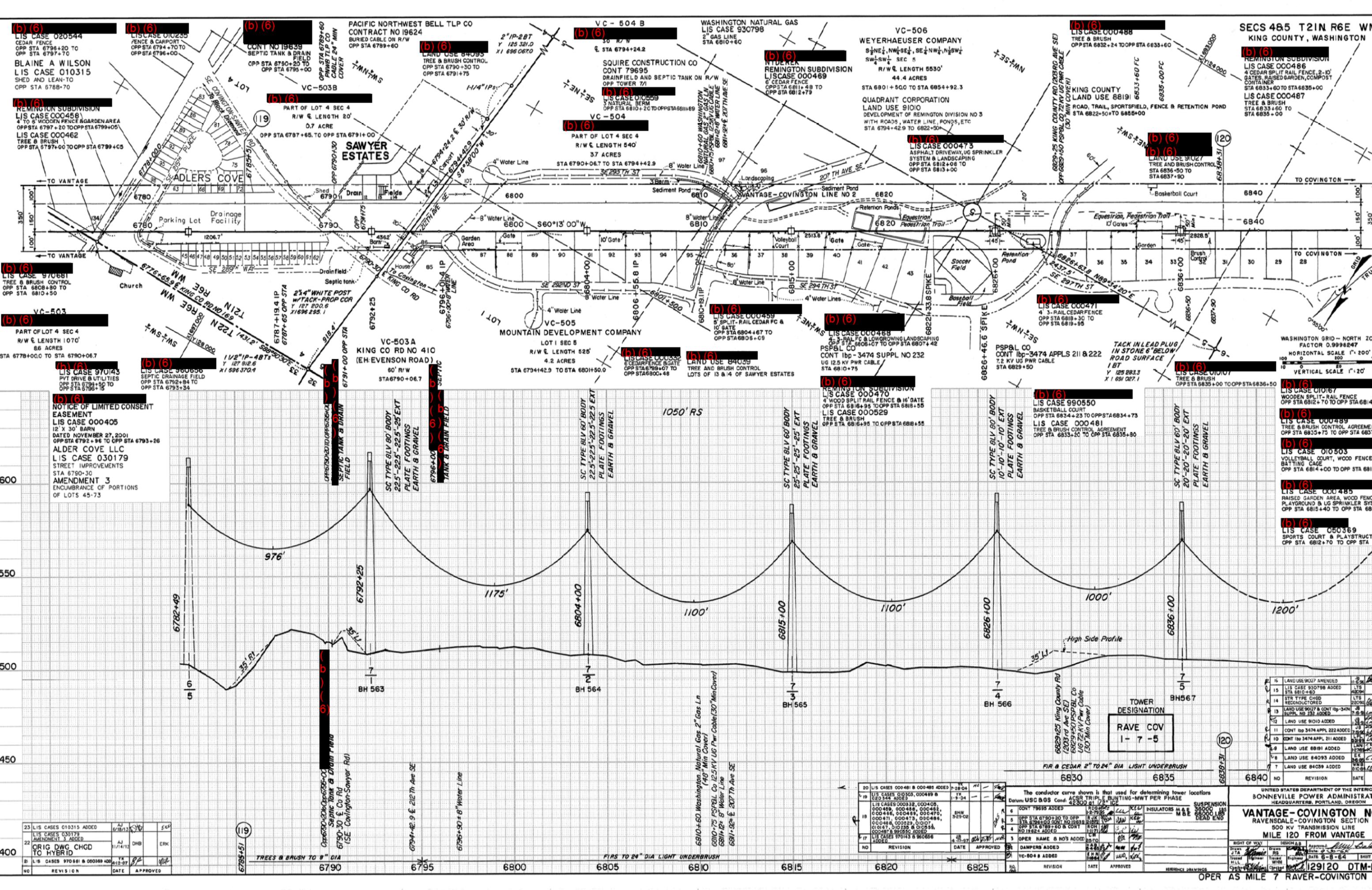
TOWER DESIGNATION
RAVE COV
1-6-5

NO	REVISION	DATE	APPROVED
14	LIS CASE 950442 ADDED	12/13/07	[Signature]
13	LIS CASE 930600 ADDED	7/2/05	[Signature]
12	LAND USE 87155 ADDED	10/2/04	[Signature]
11	STR TYPE CHGD BH 560-561 RECONDUCTION STR BH 559	10/2/04	[Signature]
10	LAND USE 88206 ADDED	10/2/04	[Signature]
9	LAND USE 85007 ADDED	10/2/04	[Signature]
8	CONT EW-782-BI-004 ADDED	10/2/04	[Signature]
7	FEE BODY ADDED	10/2/04	[Signature]

INSULATORS	MBE	SUSPENSION
36000 B	36000 B	36000 B
36000 B	36000 B	36000 B
36000 B	36000 B	36000 B

UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS, PORTLAND, OREGON
VANTAGE-COVINGTON
RAVENSDALE-COVINGTON SECTION
500 KV TRANSMISSION LINE
MILE 119 FROM VANTAGE
DATE: 6-6-64
129119 DTM

OPER AS MILE 6 RAVER-COVINGTON



(b) (6)
 LIS CASE 020544
 CEDAR FENCE
 OPP STA 6797+20 TO
 OPP STA 6797+70

BLAINE A WILSON
 LIS CASE 010315
 SHED AND LEAN-TO
 OPP STA 6788+70

(b) (6)
 REMINGTON SUBDIVISION
 LIS CASE 000456
 4 TO 8' WOODEN FENCE & GARDEN AREA
 OPP STA 6797+20 TO OPP STA 6799+05
 LIS CASE 000462
 TREE & BRUSH
 OPP STA 6797+00 TO OPP STA 6799+05

(b) (6)
 LIS CASE 970681
 TREE & BRUSH CONTROL
 OPP STA 6808+80 TO
 OPP STA 6810+50

(b) (6)
 VC-503
 PART OF LOT 4 SEC 4
 R/W & LENGTH 1070'
 86 ACRES
 STA 6778+00 TO STA 6790+06.7

(b) (6)
 LIS CASE 970143
 PVT DRIVE & UTILITIES
 OPP STA 6793+50 TO
 OPP STA 6796+15

(b) (6)
 LIS CASE 900656
 SEPTIC DRAINAGE FIELD
 OPP STA 6792+94 TO
 OPP STA 6793+34

(b) (6)
 NOTICE OF LIMITED CONSENT
 EASEMENT
 LIS CASE 000405
 12' X 30' BARN
 DATED NOVEMBER 27, 2001
 OPP STA 6792+96 TO OPP STA 6793+26

(b) (6)
 ALDER COVE LLC
 LIS CASE 030179
 STREET IMPROVEMENTS
 STA 6790+30
 AMENDMENT 3
 ENCUMBRANCE OF PORTIONS
 OF LOTS 45-73

(b) (6)
 VC-503A
 KING CO RD NO 410
 (EH EVENSON ROAD)
 80' R/W
 STA 6790+06.7

(b) (6)
 VC-504
 PART OF LOT 4 SEC 4
 R/W & LENGTH 540'
 37 ACRES
 STA 6790+06.7 TO STA 6794+42.9

(b) (6)
 VC-504B
 30' R/W
 STA 6794+24.2

(b) (6)
 VC-505
 LOT 1 SEC 5
 R/W & LENGTH 525'
 4.2 ACRES
 STA 6794+42.9 TO STA 6801+50.0

(b) (6)
 PACIFIC NORTHWEST BELL TLP CO
 CONTRACT NO 19624
 BURIED CABLE ON R/W
 OPP STA 6799+60

(b) (6)
 LAND USE 84095
 TREE & BRUSH CONTROL
 OPP STA 6790+30 TO
 OPP STA 6791+75

(b) (6)
 SQUIRE CONSTRUCTION CO
 CONT 79695
 DRAINFIELD AND SEPTIC TANK ON R/W
 OPP TOWER 7/1

(b) (6)
 LIS CASE 010659
 3' NATURAL BERM
 OPP STA 6810+20 TO OPP STA 6811+69

(b) (6)
 LIS CASE 000459
 4' 3-RAIL CEDAR FENCE &
 10' GATE
 OPP STA 6804+67 TO
 OPP STA 6805+05

(b) (6)
 LIS CASE 000532
 6' CEDAR FENCE & GATE
 OPP STA 6798+07 TO
 OPP STA 6800+48

(b) (6)
 LAND USE 84039
 TREE AND BRUSH CONTROL
 LOTS OF 13 & 14 OF SAWYER ESTATES

(b) (6)
 REMINGTON SUBDIVISION
 LIS CASE 000470
 4' WOOD SPLIT RAIL FENCE & 16' GATE
 OPP STA 6816+95 TO OPP STA 6818+55

(b) (6)
 LIS CASE 000529
 TREE & BRUSH
 OPP STA 6816+95 TO OPP STA 6818+55

(b) (6)
 LIS CASE 990550
 BASKETBALL COURT
 OPP STA 6834+23 TO OPP STA 6834+73

(b) (6)
 LIS CASE 000481
 TREE & BRUSH CONTROL AGREEMENT
 OPP STA 6833+20 TO OPP STA 6835+90

(b) (6)
 LIS CASE 010167
 WOODEN SPLIT-RAIL FENCE
 OPP STA 6812+70 TO OPP STA 6814+00

(b) (6)
 LIS CASE 000488
 TREE & BRUSH
 OPP STA 6832+24 TO OPP STA 6833+60

(b) (6)
 KING COUNTY
 LAND USE 88191
 ROAD, TRAIL, SPORTSFIELD, FENCE & RETENTION POND
 STA 6822+50 TO 6885+00

(b) (6)
 LIS CASE 000473
 ASPHALT DRIVEWAY, UG SPRINKLER
 SYSTEM & LANDSCAPING
 OPP STA 6812+08 TO
 OPP STA 6813+00

(b) (6)
 LIS CASE 000471
 4' 3-RAIL CEDAR FENCE
 OPP STA 6818+30 TO
 OPP STA 6819+95

(b) (6)
 LIS CASE 000468
 4' 3-RAIL FC & LONGDRIVING LANDSCAPING
 OPP STA 6806+07 TO OPP STA 6807+42

(b) (6)
 PSP&L CO
 CONT 1bp-3474 SUPPL NO 232
 UG 12.5 KV PWR CABLE
 STA 6810+75

(b) (6)
 LIS CASE 990550
 BASKETBALL COURT
 OPP STA 6834+23 TO OPP STA 6834+73

(b) (6)
 LIS CASE 000481
 TREE & BRUSH CONTROL AGREEMENT
 OPP STA 6833+20 TO OPP STA 6835+90

(b) (6)
 LIS CASE 010167
 WOODEN SPLIT-RAIL FENCE
 OPP STA 6812+70 TO OPP STA 6814+00

(b) (6)
 LIS CASE 000485
 RAISED GARDEN AREA, WOOD FENCE
 PLAYGROUND & UG SPRINKLER SYS
 OPP STA 6814+40 TO OPP STA 6816+00

(b) (6)
 LIS CASE 050369
 SPORTS COURT & PLAYSTRUCTURE
 OPP STA 6812+70 TO OPP STA 6814+00

(b) (6)
 LIS CASE 010167
 WOODEN SPLIT-RAIL FENCE
 OPP STA 6812+70 TO OPP STA 6814+00

(b) (6)
 WASHINGTON NATURAL GAS
 LIS CASE 930798
 2" GAS LINE
 STA 6810+60

(b) (6)
 WEYERHAEUSER COMPANY
 SINE 1/4 NW 1/4 SEC 5
 SW 1/4 SW 1/4 SEC 5
 R/W & LENGTH 5530'
 44.4 ACRES
 STA 6801+50 TO STA 6854+92.3

(b) (6)
 QUADRANT CORPORATION
 LAND USE 91010
 DEVELOPMENT OF REMINGTON DIVISION NO 3
 WITH ROADS, WATER LINE, PONDS, ETC
 STA 6794+42.9 TO 6822+50

(b) (6)
 LIS CASE 000473
 ASPHALT DRIVEWAY, UG SPRINKLER
 SYSTEM & LANDSCAPING
 OPP STA 6812+08 TO
 OPP STA 6813+00

(b) (6)
 LIS CASE 000471
 4' 3-RAIL CEDAR FENCE
 OPP STA 6818+30 TO
 OPP STA 6819+95

(b) (6)
 LIS CASE 000468
 4' 3-RAIL FC & LONGDRIVING LANDSCAPING
 OPP STA 6806+07 TO OPP STA 6807+42

(b) (6)
 PSP&L CO
 CONT 1bp-3474 SUPPL NO 232
 UG 12.5 KV PWR CABLE
 STA 6810+75

(b) (6)
 LIS CASE 990550
 BASKETBALL COURT
 OPP STA 6834+23 TO OPP STA 6834+73

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(b) (6)
 LIS CASE 050369
 SPORTS COURT & PLAYSTRUCTURE
 OPP STA 6812+70 TO OPP STA 6814+00

(b) (6)
 SECS 4&5 T2IN R6E W
 KING COUNTY, WASHINGTON

(b) (6)
 REMINGTON SUBDIVISION
 LIS CASE 000486
 4' CEDAR SPLIT RAIL FENCE, 2-10'
 GATES, RAISED GARDEN, COMPOST
 CONTAINER
 STA 6833+00 TO STA 6835+00
 LIS CASE 000487
 TREE & BRUSH
 STA 6833+60 TO
 STA 6835+00

(b) (6)
 LIS CASE 000473
 ASPHALT DRIVEWAY, UG SPRINKLER
 SYSTEM & LANDSCAPING
 OPP STA 6812+08 TO
 OPP STA 6813+00

(b) (6)
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(b) (6)
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(b) (6)
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(b) (6)
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(b) (6)
 LIS CASE 000488
 TREE & BRUSH
 OPP STA 6832+24 TO OPP STA 6833+60

(b) (6)
 KING COUNTY
 LAND USE 88191
 ROAD, TRAIL, SPORTSFIELD, FENCE & RETENTION POND
 STA 6822+50 TO 6885+00

(b) (6)
 LIS CASE 000473
 ASPHALT DRIVEWAY, UG SPRINKLER
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 STA 6810+75

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 OPP STA 6834+23 TO OPP STA 6834+73

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(b) (6)
 LIS CASE 000485
 RAISED GARDEN AREA, WOOD FENCE
 PLAYGROUND & UG SPRINKLER SYS
 OPP STA 6814+40 TO OPP STA 6816+00

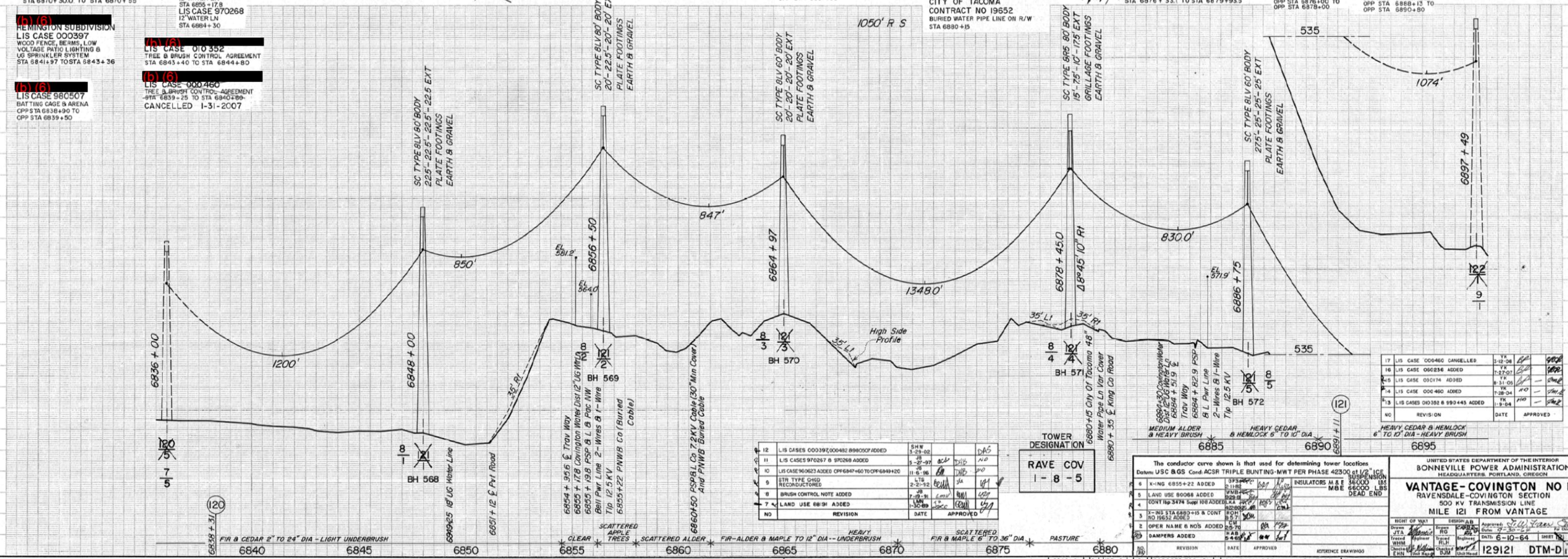
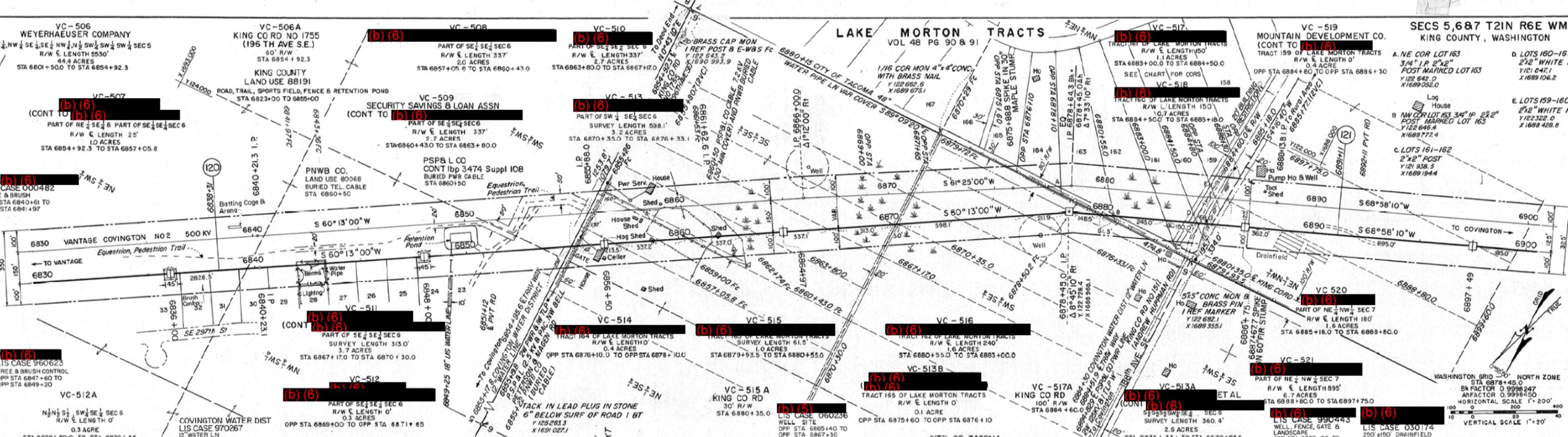
(b) (6)
 LIS CASE 050369
 SPORTS COURT & PLAYSTRUCTURE
 OPP STA 6812+70 TO OPP STA 6814+00

(b) (6)
 LIS CASE 010167
 WOODEN SPLIT-RAIL FENCE
 OPP STA 6812+70 TO OPP STA 6814+00

NO	REVISION	DATE	APPROVED
23	LIS CASES 010315 ADDED	AJ 6/18/13	ERK
22	LIS CASES 030179 AMENDMENT 3 ADDED	AJ 11/14/11	DHB
21	ORIG DWG CHGD TO HYBRID	YK 4-12-07	YK
20	LIS CASES 970681 & 050369 ADDED	YK 4-12-07	YK

NO	REVISION	DATE	APPROVED
20	LIS CASES 000481 & 000485 ADDED	7-28-04	ME
19	LIS CASES 000505, 000489 & 000444 ADDED	1-9-04	ME
18	LIS CASES 000332, 000409, 000459, 000458, 000482, 000486, 000489, 000470, 000471, 000473, 000486, 000488, 000529, 010107, 010167, 010239 & 010258, 000481 & 820250 ADDED	3-25-02	SHW
17	LIS CASES 970143 & 960656 ADDED	4-11-97	ME
16			
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NO	REVISION	DATE	APPROVED
6			



(b) (6)
REMININGTON SUBDIVISION
LIS CASE 000397
WOOD FENCE, BERMS, LOW
VOLTAGE PATIO LIGHTING &
UG SPRINKLER SYSTEM
STA 6841+97 TO STA 6843+36

(b) (6)
LIS CASE 960507
BATTING CAGE & ARENA
OPP STA 6836+90 TO
OPP STA 6839+50

(b) (6)
LIS CASE 010352
TREE & BRUSH CONTROL, AGREEMENT
STA 6839+25 TO STA 6840+80

(b) (6)
LIS CASE 000460
TREE & BRUSH CONTROL, AGREEMENT
STA 6839+25 TO STA 6840+80
CANCELLED 1-31-2007

NO	REVISION	DATE	APPROVED
12	LIS CASES 000397, 000482, 8980507 ADDED	5-29-02	DAS
11	LIS CASES 970267 & 970268 ADDED	5-27-97	OC
10	LIS CASE 960623 ADDED, OPP 6847+60 TO OPP 6849+20	11-6-96	OC
9	STR TYPE CHSD RECONDUCTORED	2-21-92	EM
8	BRUSH CONTROL NOTE ADDED	7-19-91	EM
7	LAND USE 88191 ADDED	1-30-89	SEC

TOWER DESIGNATION
**RAVE COV
1-8-5**

REVISION	DATE	APPROVED
5	X-ING 6855+22 ADDED	2-11-82
4	LAND USE 80068 ADDED	1-11-82
3	CONT 3474 Suppl 108 ADDED	1-11-82
2	OPER NAME & NO'S ADDED	2-5-70
1	DAMPERS ADDED	8-4-67

NO	REVISION	DATE	APPROVED
17	LIS CASE 000460 CANCELLED	1-12-06	OC
16	LIS CASE 050236 ADDED	7-27-01	OC
15	LIS CASE 030174 ADDED	8-31-05	OC
14	LIS CASE 000460 ADDED	7-28-04	OC
13	LIS CASES 010352 & 990443 ADDED	1-9-04	OC

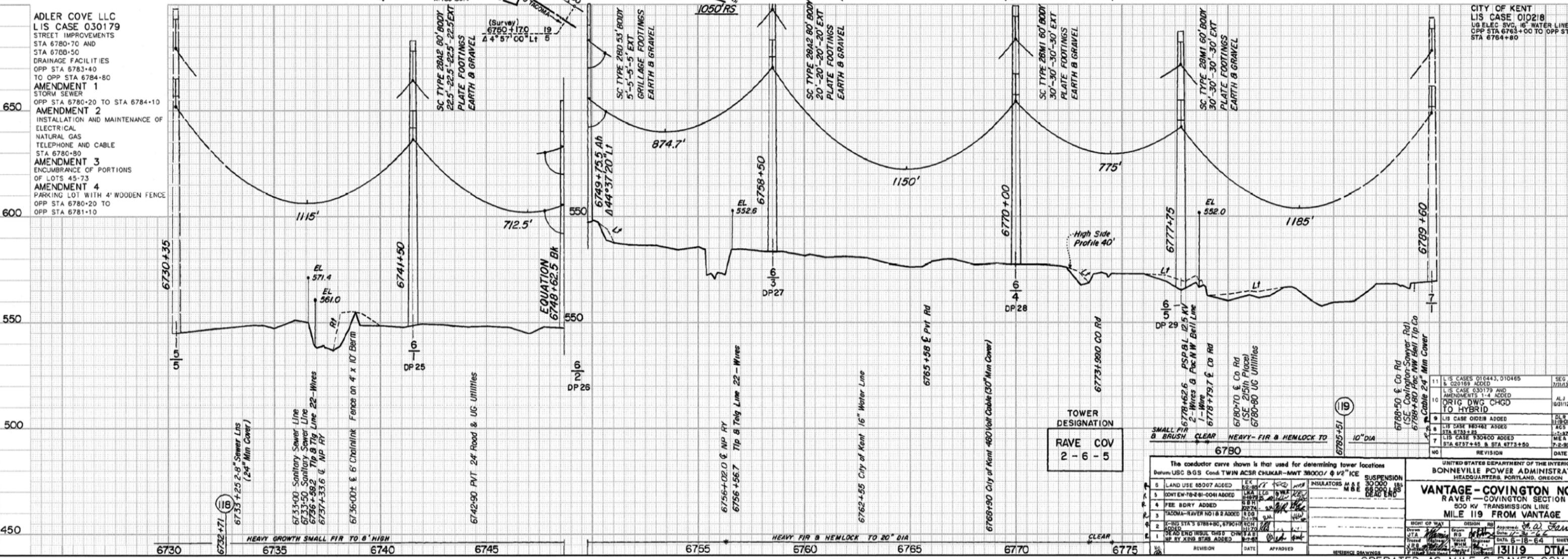
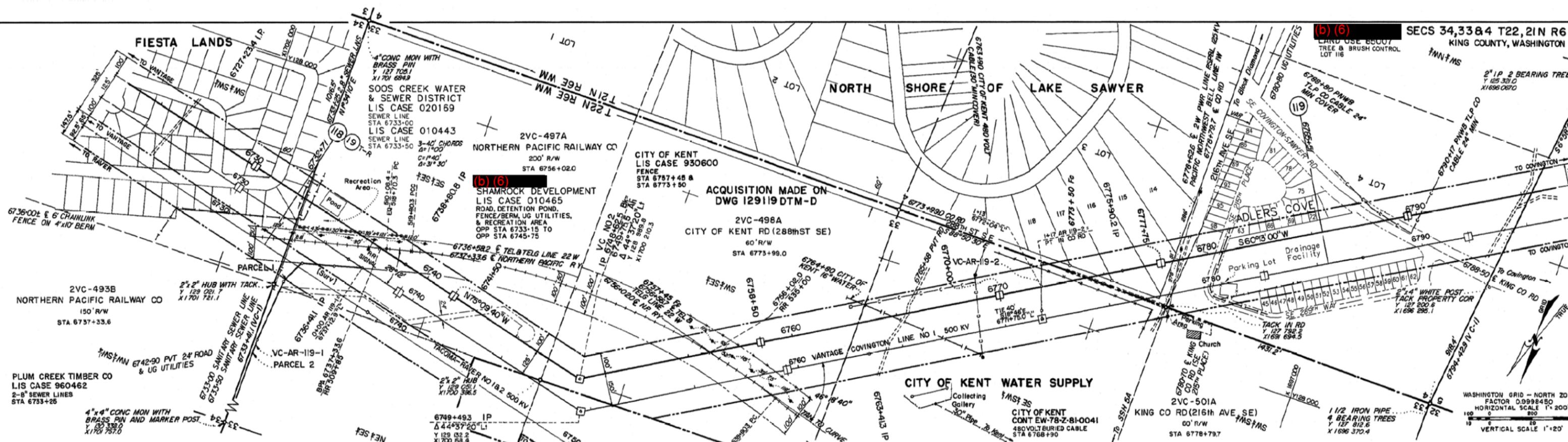
UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS, PORTLAND, OREGON

VANTAGE-COVINGTON NO 1
RANGSDALE-COVINGTON SECTION
500 KV TRANSMISSION LINE
MILE 121 FROM VANTAGE

RIGHT OF WAY DESIGNATED BY THIS PLAN
Drawn: JTA, Date: 7-2-80
Checked: JTA, Date: 7-2-80
Reviewed: JTA, Date: 7-2-80
Approved: JTA, Date: 7-2-80

DATE: 6-10-64
SHEET: 121

129121 DTM-D



ADLER COVE LLC
LIS CASE 030179
STREET IMPROVEMENTS
STA 6780+70 AND
STA 6780+50
DRAINAGE FACILITIES
OPP STA 6783+40
TO OPP STA 6784+80
AMENDMENT 1
STORM SEWER
OPP STA 6780+20 TO STA 6784+10
AMENDMENT 2
INSTALLATION AND MAINTENANCE OF
ELECTRICAL
NATURAL GAS
TELEPHONE AND CABLE
STA 6780+80
AMENDMENT 3
ENCUMBRANCE OF PORTIONS
OF LOTS 45-73
AMENDMENT 4
PARKING LOT WITH 4' WOODEN FENCE
OPP STA 6780+20 TO
OPP STA 6781+10

CITY OF KENT
LIS CASE 010218
UG ELEC SVC, 16" WATER LINE
OPP STA 6763+00 TO OPP STA
STA 6764+80

TOWER DESIGNATION

RAVE	COV
2	6-5

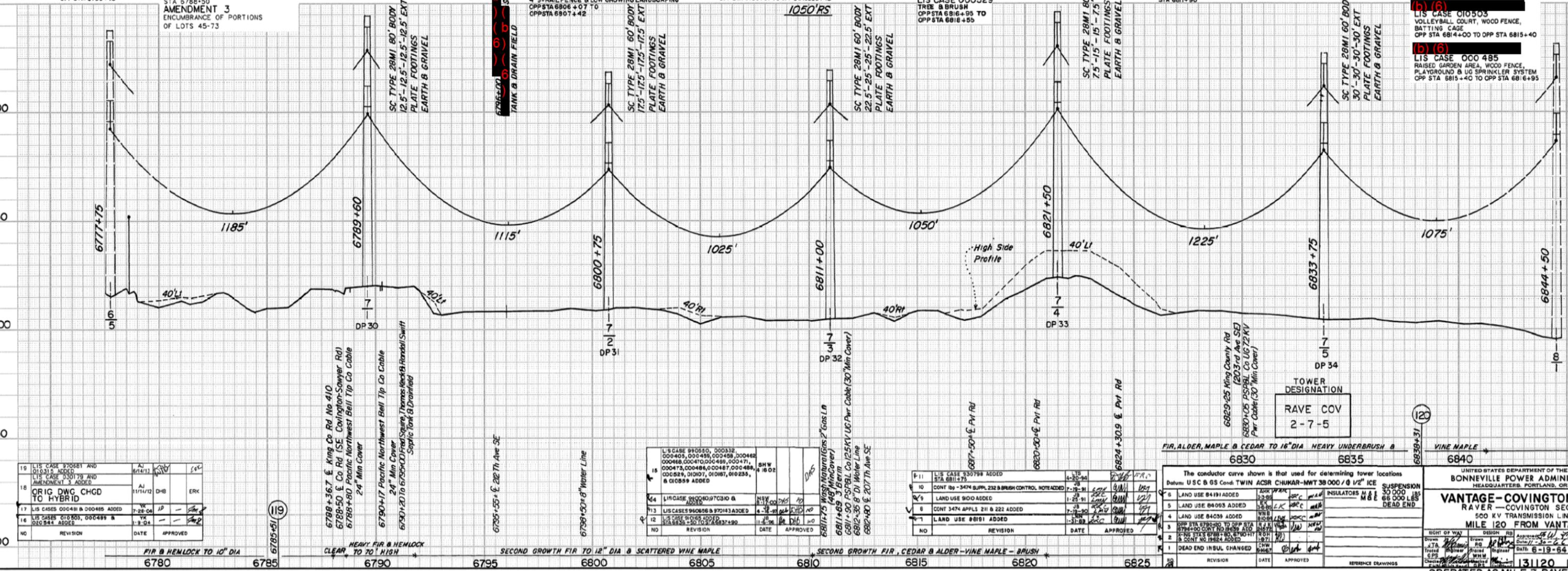
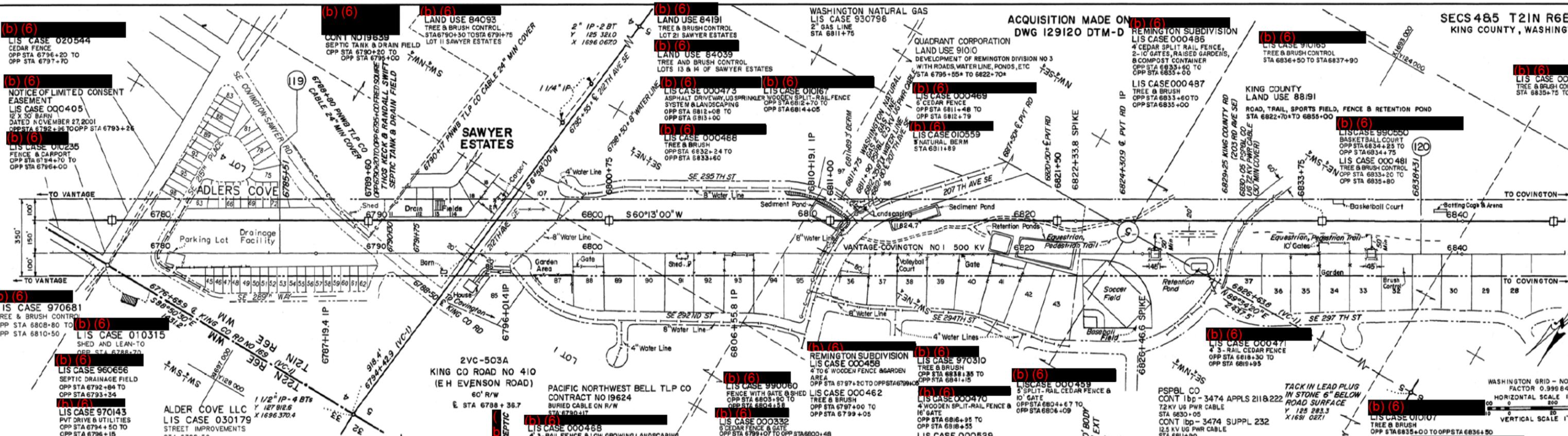
The conductor curve shown is that used for determining tower locations
Datum: USC BGS Cond: TWIN ACSR CHUKAR-MWT 390000 / 4 1/2" ICE

NO	REVISION	DATE	APPROVED
1	DEAD END INSUL CHSD	CHW	12-1-81
2	NP RY X-25 STAB ADDED	12-7-81	
3	TACOMA-RAVER NO 1 & 2 ADDED	R.O.G.	12-1-81
4	FEE BDRY ADDED	12-27-81	
5	LAND USE 85007 ADDED	12-28-81	
6	COND EW-78-21-0041 ADDED	12-28-81	
7	INSULATORS M & E	12-28-81	
8	DEAD END INSUL CHSD	12-28-81	
9	COND STA'S 6788+80, 6790+70	12-28-81	
10	COND STA'S 6788+80, 6790+70	12-28-81	
11	LIS CASES 010443, 010465 & 020169 ADDED	12-28-81	
12	LIS CASE 030179 AND AMENDMENTS 1-4 ADDED TO HYBRID	12-28-81	
13	LIS CASE 010218 ADDED	12-28-81	
14	LIS CASE 930400 ADDED	12-28-81	
15	STA 6737+45 & STA 6773+50	12-28-81	
16	REVISION		

UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS, PORTLAND, OREGON

VANTAGE - COVINGTON NO. 119
RAVER - COVINGTON SECTION
500 KV TRANSMISSION LINE
MILE 119 FROM VANTAGE

DESIGN NO. 131119 DTM
DATE 6-18-64
DRAWN BY [Signature]
CHECKED BY [Signature]
APPROVED BY [Signature]



19	LIS CASE 970587 AND 010311 MODIFIED	AL	8/14/11	30	50
18	LIS CASE 030179 AND AMENDMENT 3 ADDED	AJ	11/11/12	DHB	ERC
17	ORIG DWG CHGD TO HYBRID	JK	7-28-04	JP	
16	LIS CASES 000481 & 000486 ADDED	JK	1-9-04		
15	LIS CASES 010503, 000489 & 020544 ADDED	JK	1-9-04		
14	REVISION	DATE	APPROVED		

15	LIS CASE 990550, 000332, 000405, 000488, 000489, 000490, 000488, 000490, 000487, 000488, 000529, 010107, 010107, 010235, & 010559 ADDED	SHW	4-18-02		
14	LIS CASE 990609, 970310 & 000488 ADDED	NSV	11-25-01		
13	LIS CASES 990656 & 970143 ADDED	JK	4-18-02		
12	LIS CASE 910655 ADDED	JK	11-6-96		
11	LIS CASE 970143 ADDED	JK	11-6-96		
10	REVISION	DATE	APPROVED		

11	LIS CASE 930798 ADDED	JK	8-30-94		
10	CONT 1b - 3474 SUPPL 232 & BRUSH CONTROL NOTED	JK	7-28-04		
9	LAND USE 9100 ADDED	JK	1-25-91		
8	CONT 3474 APPLS 211 & 222 ADDED	JK	7-28-04		
7	LAND USE 9819 ADDED	JK	11-6-96		
6	REVISION	DATE	APPROVED		

6	LAND USE 84191 ADDED	ARR	7-28-04		
5	LAND USE 84039 ADDED	ARR	7-28-04		
4	LAND USE 84039 ADDED	ARR	7-28-04		
3	OPP STA 6790 TO OPP STA 6794+00 CONT NO 19624 ADDED	ARR	7-28-04		
2	OPP STA 6794+50 TO OPP STA 6794+50 CONT NO 19624 ADDED	ARR	7-28-04		
1	DEAD END INSUL CHANGED	ARR	7-28-04		
0	REVISION	DATE	APPROVED		

UNITED STATES DEPARTMENT OF THE INTERIOR
 BONNEVILLE POWER ADMINISTRATION
 HEADQUARTERS, PORTLAND, OREGON

VANTAGE-COVINGTON
 RAYER-COVINGTON SECTION
 500 KV TRANSMISSION LINE
 MILE 120 FROM VANTAGE

RIGHT OF WAY DESIGN RB
 Drawn: [Signature] Date: 6-19-04
 Checked: [Signature] Date: 6-19-04
 Approved: [Signature] Date: 6-19-04

131120 DTM
 OPERATED AS MILE 7 RAYER-COVINGTON

Tract No. VC-497
VC-498

TRANSMISSION LINE EASEMENT

The GRANTOR, CITY OF KENT, a municipal corporation of the State of Washington, for and in consideration of the sum of NINETEEN THOUSAND FIVE HUNDRED SEVENTEEN DOLLARS (\$19,517.00), 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 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 parcel of land in the County of King, State of Washington, to-wit:

A strip of land 350 feet in width over and across the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, Township 22 North, Range 6 East, Willamette Meridian, King County, Washington, the boundaries of said strip lying 100 feet southerly from and parallel with the survey line for the Vantage-Covington No. 2 transmission line as now located and staked on the ground over, across, upon, or adjacent to the above-described property, which survey line is particularly described as follows:

** Add 250 FT NORTHERLY FROM* *W.D. A. Spitzer*

Beginning at a point in the east line of said Section 33, Township 22 North, Range 6 East, Willamette Meridian, N 1° 34' 10" E 886.2 feet from the southeast corner of said Section 33, which point is designated as survey station 6733+04.3; thence N 75° 09' 40" W 1558.2 feet to survey station 6748+62.5 back = 6749+75.3 ahead; thence S 60° 13' 00" W 3024.7 feet to a point in Government Lot 4 of Section 4, Township 21 North, Range 6 East, Willamette Meridian, S 60° 13' 00" W 584.3 feet from a point which is S 88° 50' 30" E 1722.9 feet from the southwest corner of said Section 33, which point is designated as survey station 6780+00.0.

Subject to the rights of the public in and to King County roads; except any portion thereof which lies within the right of way for the Northern Pacific Railway Company railway.

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 Grantor adjacent to the above-described right of way, which could fall within 55 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:

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<u>Width in Feet</u>	<u>Side of R/W</u>	<u>From</u>	<u>To</u>
40	Northerly	Opp. SS 6767+00	Opp. SS 6771+50
30	Northerly	Opp. SS 6771+50	West line of SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, T. 22 N., R. 6 E, WM,

and contiguous to said right of way that (a) are danger trees on May 25, 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 a period of three (3) years after all present danger trees have been cut from the strip adjacent to such additional danger trees and the United States of America shall pay the person who is the owner thereof at the date of their cutting (in addition to the purchase price herein agreed to) the market value of such additional danger trees prevailing at the date of their 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.

The Grantor 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 (but not the duty) 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 area 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.

Unless specified to the contrary, width of the restricted zone includes the right of way and any danger tree strips on either or both sides thereof, together with any road within the right of way.

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As further consideration for the execution of this easement by the Grantor, the United States of America covenants and agrees that its employees, contractors and assigns will comply with the following:

I. Sanitation Rules

1. The depositing of human excrement is prohibited. Any accidents shall be personally removed outside the zoned area and treated as follows:

All faeces and accessory papers shall be buried 4 inches or more below ground. A location closer than 25 feet to a road, 50 feet from a watercourse and 200 feet from a dwelling is not permissible.
2. No urination is to be permitted into any spring, creek reservoir, lake, swamp, or river, or within 25 feet thereof.
3. No person shall wash, or cleanse his body, or rinse out dirty clothes in any creek, reservoir, river, etc. This rule also applies to the washing of cars, trucks, (particularly cement), tractors, and other equipment.
4. No uneaten food, papers, cans, garbage or other related debris shall be left unburied, or be cast into the waters of any creek, reservoir, river, etc.
5. In exercise of its rights, duties and privileges under this easement, the United States of America shall at no time jeopardize or endanger the purity of the watershed or the water supply of the Grantor which is located on and about the easement area as described herein. In the event the Grantor feels that the United States of America is at any time jeopardizing or endangering its water supply or watershed as aforesaid, it shall notify the United States of America to cease and desist such acts, specifying where, when and how the Grantor feels the United States of America is acting contrary to the terms of this easement.

II. Clearing and Construction Measures

- R-1. The dozing or dumping of dirt, ashes or debris over cliffs and banks, or into draws, is forbidden. (This, of course, does not preclude the building of BPA designed roads).
- R-2. Borrow-pits for dirt, gravel, rock, etc., are not permissible.
- S-1. The burning of haphazardly strewn slash or windrowed debris will not be allowed. Such material shall be collected and burned in piles. The size and spacing of these burn-piles shall be regulated by the Inspector but may not be closer than 50 feet to a watercourse or public road.
- S-2. No logging or clearing debris, whether old or new, shall be either allowed to float downstream in a watercourse or left within 25 feet (horizontal distance) of its high-water line.
- T. No oil products such as crankcase oil, grease, gasoline, etc., may be spilled, wasted, or abandoned in the zone. Oily rags and oil-filters, etc., may not be discarded.

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- U-2. All brush, trees and other cover, below 5 feet in height shall be left as undisturbed as possible.
- V. No tractors, cranes, or other heavy equipment shall cross through or enter the restricted zone except on pre-existing roads, or those authorized to be built under the Contract or by special permission of the Inspector.
- Z. The cleared right of way and danger-tree strips, wherever the natural duff, sod, or soil has been removed or unduly disturbed, and particularly including new roads, trails and ruts, shall be seeded with a grass mixture as recommended by the Forest Service or County farm agent.

III. Construction and Maintenance Measures

- 1. No through access is to be constructed or maintained by the United States of America.
- 2. The United States of America is to install and maintain a fence with locked gate on the westerly end of right of way tract No. VC-498.
- 3. The United States of America will use only one trail along the right of way, located between the transmission lines.
- 4. No spraying is to be done by the United States of America. The United States of America agrees to control brush and tree growth on the right of way consistent with the terms of this agreement.

IV. Liability Protection

- 1. The United States of America shall indemnify and save the Grantor harmless from any and all claims arising in any manner from the presence of the United States of America's facilities upon the Grantor's property as herein described or from the construction, operation, maintenance or removal thereof excepting claims for damage to property or injury to persons directly resulting from the negligence of the Grantor, its employees or agents; provided, however, the United States of America's indemnification and protection to the Grantor as aforesaid shall be governed and limited to negligent acts or omissions under the provisions of the Federal Tort Claims Act, 28 U.S.C. 1346 et seq. and any future amendments thereto.

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, except as above limited, the title to all brush, timber or structures existing upon the right of way on May 25, 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 Grantor as full compensation for all damages incidental to the exercise of said easement and danger tree rights, except payment for any

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additional danger trees as defined hereinabove which may be cut under authority of the United States of America as provided herein.

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, and that same are free and clear of encumbrances, except as above indicated.

IN WITNESS WHEREOF, the CITY OF KENT, a municipal corporation, pursuant to a resolution of the City Council, duly and legally entered, has caused these presents to be executed in its behalf by its Mayor and DEPUTY CITY CLERK, and its corporate seal to be hereunto affixed as of this 19th day of July, 1965.

(SEAL)

CITY OF KENT

By Alex Thornton
Mayor

ATTEST:

Marie Jensen

STATE OF WASHINGTON }
COUNTY OF KING } ss.



BE IT REMEMBERED That on this 19th day of July, 1965, personally appeared ALEX THORNTON and MARIE JENSEN, who, being first duly sworn, did say that the said ALEX THORNTON is Mayor, and he, the said MARIE JENSEN is DEPUTY CITY CLERK of the City of Kent, and that they executed the foregoing instrument, and that the seal affixed is the corporate seal of said City and that said instrument was signed and sealed in behalf of said City by authority of ~~resolution~~ passed by the Council of said City on the 21st day of JUNE, 1965, and said ALEX THORNTON and MARIE JENSEN acknowledged said instrument to be the free and voluntary act and deed of said City of Kent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Donald O. Holm
Notary Public in and for the
State of Washington
Residing at: Kent, WA
My commission expires: 12-24-67

hr:pmp 6-14-65

Filed for Record July 29 1965 3:20 PM
Request of Lawyers Title Insurance Corporation
ROBERT A. MORRIS, County Auditor

Filed for Rerecord Aug 16 1965 2:52 PM
Request of Lawyers Title Ins. Co.
ROBERT A. MORRIS, County Auditor

198834 m

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TRANSMISSION LINE EASEMENT

CITY OF KENT

to

UNITED STATES OF AMERICA

RECORDED 4682 Deeds
 VOL
 PAGE 292 REQUEST OF
 1985 JUN 23 PM 3 20
 RUBEN L. ...
 COUNTY WASH.
 DEPUTY

600
JK
JK

RE-RECORD PLEASE

Trans to
 SONNEVILLE POWER ADMINISTRATION
 BRANCH OF LAND
 P. O. BOX 3621
 PORTLAND, OREGON 97206