

and anchors.

In consideration if the mutual promises herein made, the party of the second part agrees to pay for all damage done to crops, stock, or fences belonging to the party of the first part, suffered as a result of the granting of this permit.

Witness my hand and Seal this 15th day of June A.D. 1937.

Signed, Sealed and Delivered by the party of the first part, in the presence of:

T.A. Bayless

Celo Anderson (Seal)

STATE OF WASHINGTON)
County of Skamania) ss.

On this 15th day of June, 1937, before me, a Notary Public, in and for said County and State, personally appeared Celo Anderson, unmarried, to me personally known to be the identical person named in, and whose name is affixed to the foregoing instrument, and he acknowledge same to be his voluntary act and deed for the purpose therein expressed.

In witness whereof I have hereunto set my hand and affixed my notarial seal on the day and year above written.

(Notarial Seal Affixed)

R.M. Wright.
Notary Public, in and for the State of Washington, residing at Stevenson, therein. My Commission expires March 18, 1939.

Filed for Record June 16, 1937 at 11-56 a.m. by Grantee.

Mah. J. ...
Skamania Co. Clerk-Auditor

#24247

J.W. Marsh, 1st Party
to
Harry J. Card, 2nd Party

CONTRACT FOR EASEMENT.

Made and entered into this 15th day of June, A.D. 1937, by and between J.W. Marsh, of Portland, Oregon, hereinafter called the first party, and Harry J. Card, of Underwood, Washington, hereinafter called the second party, WITNESSETH:

That in consideration of the covenants herein contained on the part of the second party, to be kept and performed by him, the said first party does hereby grant, bargain, and set over to the said second party, his heirs and assigns, a right of way or easement for a water pipe line, over and across the real property of the first party situated in Skamania County, State of Washington, described as follows:

The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Sec. Twenty-one (21), in township three (3) North of Range Ten (10) East of Willamette Meridian.

This grant is subject to the following conditions, viz:

1. That said pipe line shall be laid parallel with and within two (2) feet from the north boundary line of said real property, beginning at the northwesterly corner of the tract just described and extending easterly to a point where the county road intersects said north boundary line, which point is approximately _____ feet west of the northeast corner of the land described;
2. That said pipe line shall be of iron or steel pipe of a dimension of 2-inches or less in diameter, and shall be laid at a depth of two feet and covered and leveled off to an even surface;
3. That the first party reserves to himself the surface rights to said right of way, as well as the right to dig or tunnel under the same for other purposes so long,

as such use does not unnecessarily interfere with the purpose of the easement hereby granted;

4. The second party in laying, maintaining or operating the said pipe line will do no unusual or unnecessary damage to the freehold, and in case fences or other improvements on the land should sustain damage from such cause, the second party agrees to cause to be made at his own expense any and all necessary repairs to restore same to its former condition;
5. This right of way or easement shall continue for a period of twenty-five (25) years from June 15, 1937, to wit, to June 14, 1962, the second party paying to the first party as consideration therefor the sum of Twenty-five Dollars (\$25.00) paid on the execution and delivery of this agreement, and the receipt whereof is hereby acknowledged by the first party;
6. At the expiration of said period, the second party, his heirs or assigns, shall have the option for a renewal of this easement for an additional 25 years, by paying on the 15th day of June, 1962, and on the same day of each year thereafter during said period of extension, the sum of One Dollar, as annual consideration for such extension.
7. The first party agrees to permit the second party, his heirs or assigns, ingress and egress in and upon the property and upon a reasonable space on each side of said right of way, for the purpose of installing, maintaining and operating said water pipe line, but the second party agrees that said right of way will at no time be used for any other purpose than for the laying of a pipe line to conduct water across said premises, and its proper operation and maintenance.
8. The parties stipulate and agree that the covenants and conditions hereof shall be binding upon the heirs, executors, administrators, and assigns of each of the respective parties to this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to duplicate copies of this agreement, the day and year first above written.

In presence of:

Frances Woods
Tyson Kinsell

J.W. Marsh (seal)
First Party

Harry J. Card (Seal)
Second Party

State of Oregon)
) ss.
County of Multnomah)

THIS CERTIFIES, that on this 16th day of June, A.D., 1937, before me, the undersigned a Notary Public, in and for said county and State, personally appeared the within named J.W. MARSH, and HARRY J. CARD, known to me to be the identical individuals described in and who executed the foregoing contract for easement, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year first in this my certificate written.

(Notarial Seal affixed)

Frances Woods
Notary Public, State of Oregon.
My commission expires Oct.
28, 1939.

ASSIGNMENT OF INTEREST IN EASEMENT CONTRACT

FOR AND IN CONSIDERATION of One Dollar, to me in hand paid, I, Harry J. Card, do hereby sell, assign, transfer and set over unto J.W. Shipley of Underwood, Washington

an undivided one-half interest in and to that certain contract for easement, dated June 15, 1937, made and executed between J.W. Marsh, as first party therein, and Harry J. Card, as second party therein, whereby said first party granted to said second party, a right of way or easement for a metal water pipe line across the real property of said Marsh described as the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 21, T. 3 N. R. 10 E. of W.M. in Skamania County, State of Washington, for a period of 25 years from June 15, 1937, and an option for 25 years additional at \$1 per annum.

A copy of said easement contract is hereto attached, marked Exhibit "A", and made a part of this assignment by reference.

Witness my hand this 16th day of June, A.D., 1937.

Executed in presence of:

Harry J. Card

Frances Woods
Tyson Kinsell

State of Oregon)
County of Multnomah) ss.

THIS CERTIFIES, that on this 16th day of June, A.D., 1937, before me, the undersigned a Notary Public, in and for said county and State, personally appeared Harry J. Card, known to me to be the identical person described in and who executed the foregoing assignment of interest in easement contract, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year first in this my certificate written.

(Notarial Seal Affixed)

Frances Woods
Notary Public for Oregon. My
commission expires Oct. 23, 1939.

Filed for Record June 23, 1937 at 4-10 p.m. by Harry J. Card.

Mabel G. ...
Skamania County Clerk-Auditor.

#24265

Helen Woods et al to West Coast Power Co.

PRIVATE RIGHT OF WAY AND TREE TRIMMING PERMIT

KNOW ALL MEN BY THESE PRESENTS, That Helen Woods and F. L. Woods, her son of Stevenson P.O., State of Washington party of the first part, for and in consideration of ^{sum} One Dollars, (\$1.00), to her in hand paid by the West Coast Power Company a Delaware corporation with principal offices at-----, party of the second part, receipt of which is hereby acknowledged, hereby agrees to allow party of the second part, its heirs, executors and assigns to construct and permanently maintain a Transmission Line, for furnishing Electricity for Light and Power, over, along and across the following ^{described} property, to-wit: All of the Felix G. Iman Donation Land Claim situated in the N. E. $\frac{1}{4}$ of N. E. $\frac{1}{4}$ of Sec. 2-Twp. 2-Range 7-East Skamania County Washington which includes one (1) acre more or less conveyed to F. L. Wood by L. T. Coffman and Elizabeth Coffman, his wife, on March 8th 1935 and also agrees to allow the party of the second part to cut down or trim any trees necessary to give proper clearance for said Transimission Line, and install necessary guys and anchors.

In consideration of the mutual promises herein made, the party of the second part agrees to pay for all damage done to crops, stock or fences belonging to the party of the first part, suffered as a result of the granting of this permit.

Witness our hands and Seals this 25th day of June, A. D. 1937. Signed, Sealed and