

57319

Vancouver to The Dalles 27 ft.
Ship Channel Project Impr. to
Bonneville Locks
Tract No. 103E

EASEMENT DEED

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED and NO/100 Dollars (\$400.00), in hand paid, receipt of which is hereby acknowledged, we, FLORENCE L. SHELTON and DONALD D. SHELTON, wife and husband, do hereby grant, bargain, sell and convey unto the UNITED STATES OF AMERICA and its assigns, a temporary easement and right of way, including the rights hereinafter described, for the purposes hereinafter stated, in, upon, over and across that certain tract or parcel of land situate in the County of Skamania, State of Washington, described as follows, to wit:

A parcel of land lying in that part of the G. W. Johnson Donation Land Claim No. 38 situated in Section 21, Township 2 North, Range 7 East of the Willamette Meridian in Skamania County, Washington, more particularly described as follows:

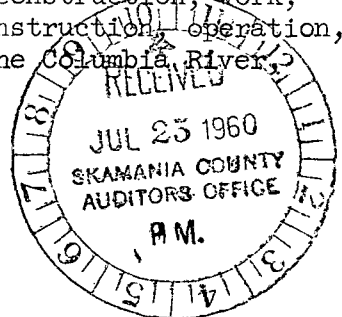
Beginning at a point on the west line of said Section 21 distant 255 feet west and 960 feet south of a U.S. monument marking the meander corner on the east line of said Donation Land Claim No. 38; thence N. 28° 54' 20" E. 440 feet, more or less, to a point on the line of ordinary high water on the right bank of the Columbia River; thence southwesterly along said line of ordinary high water to a point on the west line of said Section 21; thence northerly along the west line of said Section 21 a distance of 270 feet, more or less, to the point of beginning.

The parcel of land above described contains 1.10 acres, more or less.

Subject only to the following rights outstanding in third parties, namely:

1. Reservations contained in patents from the United States of America.
2. Existing easements for public roads and rights of way if any.

The temporary easement and right-of-way hereby conveyed are for the following purposes, namely: A temporary easement and right of way for a period beginning June 1, 1960 and ending December 31, 1961, in, over and across the lands hereinabove described, for use as a construction work, loading and/or parking area in connection with the construction, operation, and maintenance of a channel improvement project on the Columbia River.



together with the right to trim, cut, fell and remove timber, trees, underbrush and other vegetation, structures, and any other obstructions or obstacles, and also the use of existing roads appurtenant to said lands for the purpose of access thereto; reserving, however, to the grantors, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the right and easement hereby conveyed.

The grantors herein, in consideration of the above specified sum, hereby release the United States of America from all claims for damages that have occurred, or may hereafter occur, to the land herein described and to the appurtenances thereunto belonging, incidental to the exercise of the rights herein granted.

TO HAVE AND TO HOLD, the said temporary easement and right of way unto the United States of America and its assigns for the period beginning June 1, 1960 and ending December 31, 1961, as hereinabove provided for.

We covenant with the United States of America that we are lawfully seized and possessed of the land aforesaid; that the easement hereinabove described is free and clear of all encumbrances, except as above noted, and that we will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

WITNESS our hands and seals this 11th day of July, 1961, 1960.


Florence L. Shelton


Donald D. Shelton

