

SKAMANIA COUNTY, WASHINGTON.

72.533 feet) will be permanently flooded; and

Whereas, the Government in operating said structures, will increase periodically the depth and duration of the overflow on a portion of said lands, later described, lying above elevation 72.0 feet; and

Whereas, the Government desires to purchase a perpetual flowage easement from the said Grantor, and said Grantor desires to sell said perpetual flowage easement to the Government;

Now, Therefore, the said Grantor, for and in consideration of the sum of One Thousand (\$1000.00) Dollars, cash in hand paid by the Government, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to the Government, its successors and assigns, forever, the full and perpetual right, power, privilege and easement to overflow as hereinbefore stated, all that portion of the following described lands lying below the 95- foot contour lines as determined by reference to the U.S.C. and G. S. datum, and above the ordinary high water mark in the Columbia River, containing 32 acres, more or less, situated in the County of Skamania, and State of Washington:

All that part of the James M. Findley Donation Land Claim No. 39 in Section 36, Township 3 North, Range 8 East of the Willamette Meridian and James M. Findley Donation Land Claim No. 37 in Section 31, Township 3 North, Range 9 East of the Willamette Meridian, excepting the West 10 chains thereof, and excepting the right of way of the Spokane, Portland and Seattle Railway Company, and also the right of way of the Evergreen Highway, sometimes referred to as State Road No. 8

To Have and to Hold unto the Government, its successors and assigns, forever, together with the right to go upon the lands above described from time to time as the occasion may require and remove therefrom the timber and other natural growth, and any accumulations of brush, trash or driftwood;

And the said Grantor and its successors and assigns covenant that it is in the quiet and peaceful possession of said lands, and that it will defend the title to the right, power, privilege and easement hereby granted and conveyed, as aforesaid, to the Government and its assigns, against the lawful claims of all persons whomsoever.

And the said Grantor, in consideration of the above specified sum, also hereby releases the Government from all claims for damages that have accrued or may hereafter accrue to it by reason of the overflowing of the above described land.

The making of this easement grant by the undersigned shall not be resorted to or used by the Government, its successors or assigns, in any way adverse to any claim or defense of the Oregon-Washington Railroad & Navigation Company or of the Grantor, its successors, lessees or assigns or of any of them, with respect to other lands, property or rights of said Oregon-Washington Railroad & Navigation Company or of the Grantor, its successors, lessees or assigns, or of any of them.

In Testimony Whereof, the Grantor has executed these presents by and through its proper officers thereunto duly authorized this 10th day of September, 1937.

(corporate seal affixed)

Union Pacific Railroad Company,
By W. M. Jeffers, Executive Vice
President.
Attest: Paul Kington, Assistant
Secretary.

1-\$1.00 Gov. documentary stamp duly
affixed and cancelled U.P.R.R. C.O. 10/13/37

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 10th day of September 1937, before me appeared W. M. Jeffers to me personally known, who being duly sworn did say that he is the Executive Vice President of Union Pacific Railroad Company, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument