

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & PTO. CO. 155234

appointed, qualified and acting receivers of Drano Flume & Lumber Company, a Washington corporation, were grantors, and the United States of America was grantee, said flowage easement being dated November 4, 1937, which property Broughton Lumber Company is purchasing under a conditional contract of sale, said contract being dated November 1, 1932.

That said land over which a flowage easement was granted, as above mentioned, is not subject to any vested or accrued water rights for any purposes in favor of the United States of America, or any third persons; nor is said land subject to the vested right of any proprietor of vein or lode to extract and remove ore therefrom; nor is said land subject to any vested rights of way for ditches or canals constructed by authority of the United States. I further say that no easements are existent which are used by third persons in connection with the vested and accrued water rights that affect the above mentioned lands. I also say that no person or parties are in possession of said lands, except the grantors in the above mentioned flowage easement; that there are no questions of survey or boundary disputes affecting the land over which said flowage easment was granted; that there are no mechanics' lien claims existent, not shown of record that affect the lands over which said flowage easement was granted.

I also say that I know of my own knowledge that John Wilkinson and Ralph A. Coan, receivers of the Drano Flume & Lumber Company, have complied with the laws of the State of Washington relative to the sale of land by receivers, and that said receivers have been authorized by the Court to convey a flowage easement over the lands described in said flowage easement above mentioned to the United States of America.

I also say that that certain mortgage in favor of C. B. Arisman, referred to in that deed under date of September 30, 1920, and recorded July 21, 1921, in Book "S" of Deeds, page 325, Records of Skamania County, Washington, wherein George Broughton and Clara L. Broughton, his wife, and W. D. Arnold and Ida M. Arnold, his wife, were grantors, and Drano Flume & Lumber Company was grantee, has been released of record and that said mortgage was not a lien against the land over which a flowage easement was granted as hereinabove mentioned. I also say that that certain agreement made and entered into between George J. Johnson and Loleta M. H. Johnson, his wife, and Drano Flume & Lumber Company, said agreement being under date of July 29, 1925, and recorded March 24, 1926, in Book 3 of Agreements and Leases, page 40, Records of Skamania County, Washington, has ceased to exist, and that the same does not affect the land over which a flowage easement was granted the United States of America, as heretofore mentioned.

I also say that that certain lease under date of January 8, 1917, and recorded January 13, 1917, in Book 2 of Agreements and Leases, page 396, records of Skamania County, Washington, and wherein Anna B. Haynes and Alma J. Haynes, her husband, were lessors and Hood Land Company was lessee, has long since expired, and that the same is no longer exercised, and also that the same does not in any manner affect the land over which a flowage easement was granted the United States of America, as hereinabove mentioned.

I also say that that certain covenant running with the land, as contained in that certain agreement recorded in Book "Y" of Deeds, page 12, records of Skamania County, Washington, does not affect the land over which a flowage easement was granted, as above mentioned.

I also say that that certain agreement mentioned in that Bargain and Sale Deed under date of June 25, 1921, and recorded in Book "S" of Deeds, page 326-30, records of Skamania County, Washington, and wherein George Broughton and Clara L. Broughton, his wife, and W. D. Arnold and Ida M. Arnold, his wife, were grantors and Drano Flume & Lumber Company was grantee, which said reference is in part as follows: