

## DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

PIONEER PRINT, STEVENSON, WASH.

#22956

A. B. Macpherson to The Public

State of Oregon ) ss.  
County of Multnomah )

I, A. B. Macpherson, being first duly sworn, depose and say: That I <sup>am</sup> now and for many years last past have been a resident of Multnomah County, Oregon; that I am well acquainted with Joe Thomas, the owner of Government Lots 2 and 3, the SE $\frac{1}{4}$  NW $\frac{1}{4}$  and the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 26, Township 3 North, Range 9 East of the Willamette Meridian, Skamania County, Washington, excepting those two parcels of land conveyed to John Lucien Reynolds and J. J. Reynolds; that I am well acquainted with the said lands owned by Joe Thomas and have known said lands for several years and see them frequently; that I make this affidavit for the purpose of removing certain objections as pointed out in the Attorney General's opinion of July 31, 1936; that there are no vested and accrued water rights for mining, agriculture, manufacturing, or other purposes, nor ditches or reservoirs used in connection with such water rights nor are there any ditches or canals on said lands constructed by the authority of the United States, affecting the lands over which Joe Thomas granted a perpetual flowage easement to the United States of America under date of March 27, 1936, said lands being situated in Skamania County, Washington. That there are no vested nor accrued water rights, nor ditches or reservoirs used in connection with such lands existing by reason of local customs, laws and decisions. That there is no dispute as to the right of possession of said lands, and no parties other than Joe Thomas, the grantor of said Flowage easement, are in possession or claim right of possession of said lands. That there are no mechanics' or other liens unrecorded, or claimed against said lands, and that said lands are free and clear of all liens.

I further say that J. D. Welch and The Chee Lumber Company, his assignee, have abandoned any rights under the right of way for logging purposes, as shown by that agreement wherein Joe Thomas was grantor and J. D. Welch was grantee; said agreement being dated February 4, 1911, and recorded March 9, 1911 in Book 2 of Agreements and Leases, page 181, records of Skamania County, Washington.

I further say that the projected County Road, referred to in the Waiver of Claim for Damages and Consent to Locate Road, signed by Joe Thomas August 17, 1912, and recorded May 27, 1915 in Book 1 of Waivers, page 54, was never constructed by Skamania County and there are at this time no county roads within the area of the land to be flooded and more particularly described in that certain flowage easement granted by Joe Thomas to the United States of America, dated March 27, 1936.

A. B. Macpherson

Subscribed and sworn to before me this 2nd day of September, 1936.

(Notarial seal affixed)

E.W. Barnes  
Notary Public for Oregon.  
My commission expires 11/28/36

Filed for record September 3, 1936 at 8-15 a.m. by U. S. Engineer.

*Mabel J. Asse*  
Skamania County, Clerk-Aud.

#22967

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County of Multnomah )

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