

The seller has furnished an abstract of title or policy of title insurance to these premises, which the buyer has examined and found sufficient, and which is to be retained by the seller until the last payment is made; and the seller shall not be called upon to have same brought down to the date of the last payment, but shall pay the costs of such items as are caused by or on account of his acts or acts of his successors in interest.

No assignment of this contract or the subject matter hereof or contract to assign or convey the subject matter hereof shall be valid, unless the same be in writing attached hereto and approved by the seller, and any such assignment shall render this contract voidable at the option of the seller.

Interest to be paid semi-annually on January 1st and July 1st of each calendar year.

The Buyer's are hereby given full authority to do any remodeling they deem necessary on the present buildings, and are also given permission to construct any additional buildings they may deem necessary.

The monthly payments are to commence November 1st, 1937, subject, however, to the Warranty Deed being completed and placed in escrow to cover the transfer of title.

In Witness Whereof, the seller and the buyer have signed and delivered this agreement in duplicate this 9th day of September, 1937.

Witnesses:

B. E. Thurber

Ida B. Parker  
Seller

Max Brady  
Buyer.

Filed for record September 14, 1937 at 11-00 a.m. by Max Brady.

Malcolm J. Case  
Skamania County, Clerk-Auditor.

#24687 Harry Hazard to United States  
(OFFICE CHIEF OF ENGINEERS OCT 26 1936 6500 (Bonneville Dam) 564/1)

FLOWAGE EASEMENT

THIS INDENTURE, made this 9th day of October, 1936, between Harry Hazard, an unmarried man, hereinafter called the Grantor, and the United States of America, hereinafter called the Government, witnesseth:

THAT WHEREAS, the Government is constructing a dam across the Columbia River between the States of Oregon and Washington at Bonneville, Oregon, and upon the completion of said dam will operate and maintain a spillway, power house and ship lock; and

WHEREAS, under operating conditions, all lands abutting on either bank of said river from Bonneville to the celilo canal which are below the elevation of the backwater curve which begins at the dam at 72.0 feet above mean sea level (as determined by reference to the U. S. C. & G. S. Bench mark, B. 24, situate about one mile east along the Oregon-Washington Railroad & Navigation Company's track from Warrendale, Multnomah County, Oregon, in the north end of a concrete culvert, at elevation 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 FIVE HUNDRED and 00/100 DOLLARS (\$500.00), cash in hand paid by the Government, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to the Government, or its