

## SKAMANIA COUNTY, WASHINGTON

WHEREAS, the Grantee desires to sell and convey to the Government said perpetual flow-age easement in respect to the property hereinafter described;

NOW, THEREFORE, the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to the Grantee, its successors and assigns, forever, the full and perpetual right, power, privilege and easement to overflow as hereinbefore stated, all of 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 of the Columbia River, containing 32 acres more or less, situated in the County of Skamania, 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 Grantee, 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 Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

And the said Grantor, in consideration of the above specified sum, hereby releases the Grantee from all claims for damages which 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 in any way adverse to any claim or defense of the Grantor or the Grantee, their successors, lessees or assigns, or any of them, with respect to other lands, property or rights of said Grantor or Grantee, their successors, lessees or assigns, or any of them.

IN TESTIMONY WHEREOF, the Grantor has executed these presents by and through its proper officers thereunto duly authorized this 8th day of September, 1937.

OREGON-WASHINGTON RAILROAD &  
NAVIGATION COMPANY

(Corporate seal affixed)

By W.M. Jeffers,  
Executive Vice President

ATTEST:

Paul Rigdon  
Assistant Secretary

(1-\$1.00 Gov. documentary stamp duly  
affixed but no cancellation shown)

STATE OF NEBRASKA )  
                          ) ss.  
County of Douglas )

On this 10th day of September A.D. 1937, before me personally appeared W.M. Jeffers to me known to be the Executive Vice President of Oregon-Washington Railroad & Navigation Company, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial seal affixed)

Louis Scholnick  
Notary Public for Douglas County  
My commission expires May 9, 1942