

DEED RECORD Z

SKAMANIA COUNTY, WASHINGTON

#23308

P. S. C. Wills to The Public

STATE OF WASHINGTON)
) ss.
 County of Skamania.)

I, P. S. C. Wills, being first duly sworn, depose and say: That I am the person, who, on the 4th day of September, 1936, executed a flowage easement to the United States of America for the consideration of \$60.00, covering a portion of lands in Sections 2 and 11, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, together with a right to revise a road on said lands, and more particularly described in said flowage easement; That at the time I executed said flowage easement I was a single person; That there are no vested or accrued water rights, ditch or reservoir rights affecting said lands; That there is no dispute as to right of possession of said lands and no party other than myself, the grantor of said flowage easement, is in possession, or claims right of possession of said lands; That there are no questions of survey or disputes as to boundaries 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 in the agreement dated June 2, 1931, recorded June 12, 1931 in Vol. 3 Agreements and Leases, Page 177, Records of Skamania County, Washington, wherein W. A. Arnold, a widower, P. S. C. Wills, a single man, owners, and Frank A. Wachter, mortgagee, were Parties of the First Part, and R. H. Barr and John D. Tennant were Parties of the Second Part, it was agreed to convey unto the Parties of the Second Part a right of way across lands owned by the parties of the First Part, for a term of five years from the date of the mortgage, and also Parties of the Second Part were to have exclusive use of said road for the period of five years for the purpose of removing logs situated upon the premises described in said agreement. It was also agreed that time should be the essence of the agreement and all rights or equities of the Parties of the Second Part in and to the timber described, should cease at the end of the term of two years, and all rights in and to the easement for the road should end at the end of five years without any declaration of forfeiture being necessary. That I now say that this agreement is no longer existent and that the same has terminated, and I further say that the same did at no time affect the lands over which the Government now has a flowage easement. I also say that the said agreement has not been extended or renewed.

I further depose and say that I make this affidavit for the purpose of removing certain objections as pointed out in the Attorney General's opinion of September 28, 1936.

P. S. C. Wills

Subscribed and sworn to before me this 20th day of October, 1936.

(Notarial seal affixed)

R. M. Wright
 Notary Public for Washington
 Residing at Stevenson

Filed for record November 7, 1936 at 8-00 a.m. by U. S. Engr.

Mabel J. Rose
 Skamania County, Clerk-Auditor.

#23310

Raymond Bevans et ux to United States

FLOWAGE EASEMENT (Office Chief of Engineers, Sep. 25, 1936, 6500 (Bonneville Dam) 516/1)

THIS INDENTURE, Made this 31 day of August, 1936, between Raymond Bevans and Alice J. Bevans, husband and wife, hereinafter called the Grantors, 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