

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

235

Section 25.

Subject to:

the
Lien of 1941 and 1942 taxes, which I, grantor, agree to pay and against which I undertake and agree to indemnify and hold the grantee harmless.

Reservations contained in Patent dated September 22, 1897, and recorded at page 311, Book "B" of Patents, records of Skamania County, Washington.

It is understood and agreed that the United States of America, its agents or assigns, shall have the right to appropriate from any lands of the undersigned, such timber and rock as may be necessary for the construction and repair of said road.

The undersigned will be permitted the right of ingress and egress over and across said road, and the right to pass and repass along and on said road insofar as the same extends across the lands of the undersigned, said right to be exercised in a manner that will not interfere with the use of the road by the United States of America, its agents or assigns.

It is understood and agreed that if said road is damaged by the United States of America, its officers, employees, contractors, or assigns, the United States of America or its assigns will repair such damage, provided, however, it is understood and agreed that by this agreement there shall be no admission or assumption of risk or liability on the part of the United States or any of its agencies, bureaus or departments on account of any injury to person or livestock or any damage to other personal property by reason of the use of said road, but that such use shall be at the undersigned's own risk and liability.

It is further understood and agreed that the undersigned may erect or maintain fences across said road, provided adequate gates of not less than ten feet in width are installed, which may be kept locked provided the Administrator is also permitted to install his own lock thereon.

To Have and To Hold the said easement and right-of-way to the United States of America and its assigns, forever.

It is further understood and agreed by the undersigned that the payment of such purchase price is accepted as full compensation for all damages incidental to the exercise of any of the rights above described.

I covenant with the United States of America that I am lawfully seized and possessed of the lands aforesaid; have a good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances, except as above noted, and that I will forever WARRANT and DEFEND the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever, except the patent reservations above noted.

Dated this 21st day of February, 1941.

Leo R. Moore.

STATE OF WASHINGTON)
 (ss
COUNTY OF SKAMANIA)

On this day personally appeared before me Leo R. Moore to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21st day of February, 1941.

(Notarial seal affixed)

Raymond C. Sly
Notary Public in and for the State of Washington
residing at Stevenson.

Filed for record February 21, 1941 at 11-45 a.m. by Grantee.

Mabel J. Case
Skamania County Auditor.