

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

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72.93 feet; thence S. 25° 42' 00" W. a distance of 60.64 feet; thence S. 44° 08' 00" W. a distance of 197.52 feet; thence S. 36° 59' 00" W. a distance of 150.08 feet; thence S. 16° 51' 00" W. a distance of 197.15 feet; thence S. 17° 53' 00" W. a distance of 175.16 feet; thence S. 4° 10' 00" E. a distance of 167.38 feet; thence S. 10° 51' 00" E. a distance of 108.19 feet; thence S. 11° 00' 00" W. passing from said Section 18 into Section 19, Township 3 North, Range 10 East, Willamette Meridian, a distance of 248.97 feet; thence S. 45° 59' 00" W. a distance of 319.53 feet; thence S. 5° 27' 00" W. a distance of 211.79 feet; thence S. 16° 48' 00" E. a distance of 195.35 feet; thence S. 2° 56' 00" W. a distance of 469.78 feet to a point on the private gravel road; thence following said private gravel road S. 20° 37' 00" E. a distance of 359.64 feet; thence S. 12° 58' 00" W. a distance of 313.95 feet; thence S. 4° 10' 00" E. a distance of 590.51 feet; thence S. 22° 46' 00" E. a distance of 259.49 feet to a point on the county road, said point being S. 85° 08' 00" W. a distance of 359.36 feet from the center of said Section 19.

SUBJECT TO:

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

Reservations contained in patent dated September 2, 1889, and recorded in Book "C" of Patents at page 93, 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.

It is understood and agreed that the United States of America, its agents or assigns, shall not have the exclusive use of said road, but that existing rights therein shall remain and be recognized.

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 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.

We covenant with the UNITED STATES OF AMERICA that we are 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 we will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever, except as to the Patent reservations above.

DATED this 1st day of April, 1941.

Henry Cline
Henry Cline
Cora B. Cline
Cora B. Cline
F. A. Roby
F. A. Roby
Ida M. Roby
Ida M. Roby