

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

611.

1. The lien of the 1941 taxes which we, the grantors, agree to pay and against which we undertake and agree to indemnify and hold the grantee harmless.

2. Reservations contained in patent recorded in Book "B" of Patents, page 86, records of Skamania County, Washington.

3. The lien of the 1942 taxes which we, the grantors, agree to pay and against which we undertake and agree to indemnify and hold the grantee harmless.

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.

It is further understood that all merchantable timber removed in clearing the right-of-way is reserved to the grantor, without liability to the United States of America on account of fire or unavoidable acts or conditions; said timber to be bucked and piled along said right-of-way.

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 Patent reservations above noted.

Dated this 26th day of November, 1941.

Witnesses:

E. L. McClain, Jr.
Sheldon W. McClain

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the 26th day of November, 1941, personally came before me, a notary public in and for said county and state, the within named E. L. McClain Jr. and Sheldon W. McClain, husband and wife to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Sterling H. Howe