

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, heirs and assigns 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 United States of America is also permitted to install its 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, that, we, Paul J. Vial and Florence H. Vial, husband and wife, occupants, do not join in the warranties herein contained.

Dated this 12th day of November, 1942.

Clarisse Tucker  
Paul J. Vial  
Florence H. Vial

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) (ss

On the 12th day of November 1942, personally came before me, a notary public in and for said county and state, the within-named Clarisse Tucker, Paul J. Vial and Florence H. Vial, husband and wife, occupants, to me personally known to be the identical persons 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.

(Notarial seal affixed)

Howard H. Irwin  
Notary Public in and for the State of Washington, residing at Seattle. My commission expires: March 30, 1946.

55¢ U.S.I.R. stamps affixed and each cancelled: "H.H.I. Cancelled 12-10-42.

Filed for record Jany. 6, 1943 at 3-00 p.m. by Raymond C. Sly, Skamania County Auditor.

#32273

James O. Borin et ux et al to United States

Tract No. NBV-36. Transmission Line Easement.

For and in consideration of the sum of Two hundred Ninety one Dollars and Thirty Three cents (\$291.33), in hand paid, receipt of which is hereby acknowledged, We, James Borin, also known as James O. Borin and Vera M. Borin, husband and wife now and at the time of acquiring an undivided one-third interest; and, Louise Borin, single now and at the time of acquiring title to an undivided one-third interest, have granted, bargained, and sold and by these presents do hereby grant, bargain, sell, and convey unto the United States of America and its assigns, a permanent easement and right-of-way over, upon, under, and across the following-described land in the County of Skamania, in the State of Washington; to-wit: