

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, their 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.

Dated this 7th day of July 1942.

Aurelia Kelly  
Katherine Haines  
Margaret M. Ragan  
Virginia Gray  
Katherine St. Martin Beazley Hannaford  
Isadore St. Martin  
Luther J. St. Martin

Hughie St. Martin  
Administrator of the Estate of  
Theresa St. Martin Jeffries

Davitt St. Martin  
Amelia May St. Martin  
Clarence Davey  
Mary Veronica Davey Lucas Wilson  
Hughie St. Martin  
Amedee St. Martin  
Helena St. Martin  
Grace Sauls  
Maude Roberts  
Emmett Orval Mitchell  
Anna Margaret Davey Bredimus  
Marcus Norman Davey

STATE OF Oregon )  
County of Multnomah ) ss.

On the 7 day of July, 1942, personally came before me, a notary public in and for said County and State, the within named Clarence Davey to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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)

Lyle Hays Truax  
Notary Public in and for the State of Oregon  
Residing at Portland  
My commission expires: Feb. 20, 1946