

The right-of-way described in the deed recorded at page 183, Book 33, Deed Records of Skamania County, Washington, is modified to include the right of the United States, the Grantee therein, to install, maintain, use, replace and repair a water pipeline not to exceed 12 inches inside diameter along and under the right-of-way therein described, but only to be installed at such locations within said right-of-way and at such depths that the rights of the Grantors therein and their successors and assigns over the road therein provided for shall not be impaired by such pipeline.

76328

DEED

UNITED STATES DEPARTMENT OF THE INTERIOR

RIGHTS-OF-WAY FOR RESERVOIR, WATER
COLLECTION, PIPELINE AND RELATED MATTERS

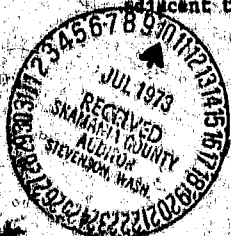
KNOW ALL MEN BY THESE PRESENTS, That JOHN MERCATOR JESSUP and MARY MARGE JESSUP, his wife, ALFRED TURLAY JESSUP and RAOMA M. JESSUP, his wife, and MARY JESSUP, a widow, hereinafter referred to as the Grantors, in consideration of Four Thousand Five Hundred Dollars (\$4,500.00) to be paid to them by the United States of America, hereinafter referred to as the Grantee, have bargained and sold, and by these presents do grant, bargain, sell and convey unto the UNITED STATES OF AMERICA and its assigns, rights-of-way appurtenant to the Grantee's Little White Salmon National Fish Hatchery as follows:

Tract (10M-2): Reservoir site:

A perpetual right-of-way over and upon the following described part of the W1/2NW1/4 of Section 26, Township 3 North, Range 9 East, Willamette Meridian, Skamania County, Washington:

BEGINNING at an iron pipe on the northerly right-of-way line of the Cook-Underwood Road from which point the 1/4 corner on the west line of said Section 26 bears S.62°07'W., 755.61 feet distant; thence with said northerly right-of-way line of said road S.63°03'W., 100 feet to an iron pipe; thence leaving said right-of-way N.26°57'W., 100 feet to an iron pipe; thence N.63°03'E., 100 feet to an iron pipe; thence S.26°57'E., 100 feet to the place of BEGINNING, containing 0.23 acre, more or less;

to construct, repair, maintain, replace and use a water reservoir of approximately 30,000 gallons capacity, together with rights of ingress and egress to said Tract (10M-2) from the old Evergreen Highway; the right to interconnect the pipeline on Right-of-Way Tract (10P) described in the deed recorded at page 402, Book 31, Deed Records of said Skamania County; the right to discharge overflows from said reservoir into the natural drainage channels adjacent to and upon said Tract (10M-2); the right to cross over the adjacent



The Grantee may at its option sterilize by ultra violet light, or in periods of emergency by other methods, the domestic water that will be delivered under such prior reserved right to the premises now occupied by the Grantor, Mary Jessup, but is not under any obligation to do so for the benefit of said Grantors.

property of the Grantors with service lines for electric power from the most convenient utility service; and to file for and obtain Certificate of Water Rights for all flows of the springs now used or in the vicinity of the springs designated in said deed recorded at page 402, Book 33, Deed Records of Skamania County, subject, however, to the reservation by the Grantors of a one-fifth share of all waters collected from said springs to be delivered to the Grantors at said reservoir site (10M-2) as hereinafter provided.

Tract (10P) - Supplemental

The right of the Grantee to enter upon, divert, channel, collect and discharge into the existing pipeline all spring waters in the NW1/4NW1/4 of Section 26, Township 3 North, Range 9 East, Willamette Meridian, arising at and in the vicinity of the present pipeline intake on Tract (10P), described in the deed recorded at page 402, Book 33, Deed Records of Skamania County; with the right to bury television and alarm cables in the above described right-of-way.

Tract (10P-2): Water collection system:

A perpetual right-of-way over and upon the following described part of lot 4 of Section 26, Township 3 North, Range 9 East, Willamette Meridian, Skamania County, Washington:

BEGINNING at an iron pipe from which the 1/4 corner on the west line of said Section 26 bears N.61°41'W., 603.49 feet distant; thence N.16°19'E., 247.56 feet to an iron pipe; thence S.38°48'E., 213.38 feet to the north line of United States Tract (10R) heretofore conveyed; thence with said north line S.43°35'W., 112.33 feet to an iron pipe; thence N.85°25'W., 126.2 feet to the place of BEGINNING, containing 0.62 acre, more or less;

to construct, repair, maintain, replace and use a water collection system, pipeline intake structure and pipeline of not more than 12 inches inside diameter, together with the right to collect, appropriate, take and use all spring waters and surface waters, including any overflow waters from Tract (10M-2) and the reservoir thereon, and to apply for and obtain Certificate of Water Right from the State of Washington for all of such water as may be required for and used upon the hatchery premises.

ACKNOWLEDGMENT

STATE OF Oregon)
County of Marion) ss.

On this 25 day of April, A.D. 1973,
before me, the undersigned, a Notary Public in and for the State of
Oregon, duly commissioned and sworn personally appeared
Alfred Turley Jessup and Racma M. Jessup, wife.

to me known to be the individuals described in and who executed the fore-
going instrument, and acknowledged to me that they signed and sealed the
said instrument as their free and voluntary act and deed for the uses and
purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year
in this certificate above written.

Notary Public in and for the State of
Oregon residing at Salem

My Commission Expires 3-30-76

STATE OF OREGON,

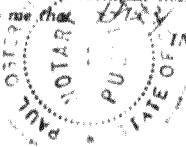
County of Marion

FORM NO. 23 - ACKNOWLEDGMENT

BE IT REMEMBERED. That on this 25 day of April, 1973,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named JOHN WILKINSON JESSUP AND MARY DORIS
JESSUP, HIS WIFE

known to me to be the identical individual 5 described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.



Paul J. Wilkerson
Notary Public for Oregon
My Commission expires 4/28/74

The Grantors, for themselves, and their successors and assigns,
expressly relinquish and release the Grantee from any present or future
responsibility for quality or quantity of water to be delivered for the
Grantors at said reservoir on Tract (10M-2) or to the premises occupied by
Mary Jessup of said Grantors, except only such liability as may be provided
under the Federal Tort Claims Act 28 U.S.C. Sec. 2671-2680 (1970) and except-

Tract (10P-3): Pipeline:

A perpetual right-of-way over and upon the following described part of Lot 4 and SW1/4NW1/4 of Section 26, Township 3 North, Range 9 East, Willamette Meridian, Skamania County, Washington:

A strip of land 30 feet in width, 15 feet on either side of the following described center line:

BEGINNING at a point on an existing 6 inch pipeline on the west side of the Cook-Underwood County Road, from which point the 1/4 corner on the west line of said Section 26 bears N.29°09'41"W., 341.44 feet distant; thence S.89°59'59"E., 49.57 feet; thence N.63°59'33"E., 33.80 feet; thence N.47°53'29"E., 47.49 feet; thence N.08°35'40"E., 68.81 feet; thence N.07°50'08"E., 43.10 feet; thence N.55°54'08"E., 58.70 feet; thence N.43°39'50"E., 80.59 feet; thence N.62°50'27"E., 66.90 feet; thence N.08°28'27"E., 55.60 feet; thence N.78°20'26"E., 56.29 feet; thence N.82°30'40"E., 50.18 feet; thence S.82°13'40"E., 66.45 feet; thence N.80°46'20"E., 82.40 feet; thence N.69°15'35"E., 66.74 feet; thence N.72°14'45"E., 53.91 feet; thence N.71°41'42"E., 57.44 feet; thence N.58°31'16"E., 82.01 feet to the intersection of the west line of the United States Tract (10), from which point the aforesaid west 1/4 corner bears S.80°46'52"W., 974.28 feet distant, and the end of said described center line, containing 3.50 acre, more or less;

for a water pipeline not to exceed 6 inches inside diameter, together with the right to clear said right-of-way and keep the same clear of trees, brush and growths to the extent required for installation, repair, maintenance, protection and replacement of said pipeline and the right to place television and alarm cables in the above described right-of-way.

Tract (10R) - Supplemental

The right-of-way described in the deed recorded at page 183, Book 33, Deed Records of Skamania County, Washington, is modified to include the right of the United States, the Grantee therein, to install, maintain, use, replace and repair a water pipeline not to exceed 12 inches inside diameter along and under the right-of-way therein described, but only to be installed at such locations within said right-of-way and at such depths that the rights of the Grantors therein and their successors and assigns over the road therein provided for shall not be impaired by such pipeline.

76328

DEED

UNITED STATES DEPARTMENT OF THE INTERIOR

RIGHTS-OF-WAY FOR RESERVOIR, WATER
COLLECTION, PIPELINE AND RELATED MATTERS

KNOW ALL MEN BY THESE PRESENTS, That JOHN MERCATOR JESSUP and

Reserving to the Grantors herein, and to their successors and assigns, the right to one-fifth of such flow of the springs located in the NW1/4NW1/4 of said Section 26 as are collected and drained into the pipeline on said right-of-way Tract (10P), which flows are to be diverted from the existing pipeline at Right-of-Way Tract (10M-2), are to be divided as to flow on said Tract (10M-2) above the Grantee's reservoir thereon and delivered into such pipeline as is provided on or adjacent to said Tract (10M-2), by the said Grantors and their successors and assigns. The grantors further reserve the right to take and use any portion of the flows from the springs running to said reservoir that are not from time to time required for use by the Grantee, but only to the extent of any overflow not required to fill and maintain the Grantee's storage capacity, and the Grantee shall have the right to take and use all portions of the spring flows running to the reservoir reserved to the Grantors that are not from time to time being used by the Grantors.

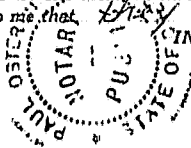
The Grantors shall have the right to continue to take water from the pipeline described in the deed recorded at page 402, Book 33, Deed Records of Skamania County in the manner presently used, but all water so used shall be considered to be a portion of the water reserved to the Grantors as provided in the preceding paragraph.

The Grantee may at its option sterilize by ultra violet light, or in periods of emergency by other methods, the domestic water that will be delivered under such prior reserved right to the premises now occupied by the Grantor, Mary Jessup, but is not under any obligation to do so for the benefit of said Grantors.

property of the Grantors with service lines for electric power from the most convenient utility service; and to file for and obtain Certificate of Water Rights for all flows of the springs now used or in the vicinity of the springs designated in said deed recorded at page 402, Book 33, Deed Records of Skamania County, subject, however, to the reservation by the Grantors of a one-fifth share of all waters collected from said springs to be delivered to the Grantors at said reservoir site (10M-2) as hereinafter provided.

BE IT REMEMBERED, That on this 30th day of April, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JOHN MERCATOR JESSUP AND MARY MARGE JESSUP, HIS WIFE

known to me to be the identical individual S described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Paul Jessup
Notary Public for Oregon,
My Commission expires 4/28/74

The Grantors, for themselves, and their successors and assigns, expressly relinquish and release the Grantee from any present or future responsibility for quality or quantity of water to be delivered for the Grantors at said reservoir on Tract (10M-2) or to the premises occupied by Mary Jessup of said Grantors, except only such liability as may be provided under the Federal Tort Claims Act 28 U.S.C. Sec. 2671-2680 (1970) and excepting the responsibility of the Grantee for physical maintenance and repair of the intake collection system, pipeline and reservoir to the point of delivery of water at the pipeline outlet from said reservoir.

The Grantors further agree that at such time as the hatchery use of water may be permanently discontinued by the United States, the Grantee either may continue the diversion and use of water as hereinbefore provided for, including delivery of water to the Grantors at the reservoir Tract (10M-2) or relinquish the water right, all pipelines and reservoir structures, and right-of-way Tracts (10F) and (10M-2) to the Grantors and thereby be released from any further responsibility for delivery of water to or for the benefit of the Grantors.

It is agreed that when constructing and maintaining said facilities, that disturbance to the vegetative cover of these tracts will be kept at a minimum and further that grantee agrees to restore the land to its original condition to the entire satisfaction of the grantors so far as is reasonably possible to do so.

Any right-of-way easement or permit granted will be subject to outstanding rights, if any, in third parties.

This easement shall be and remain in force and binding upon the heirs, executors, administrators, assigns, and successors of all parties hereto, whatsoever for so long as said facilities are necessary for the operation of the Little White Salmon National Fish Hatchery.

No member of or delegate to Congress or resident commissioner shall be admitted to any share in this contract or to any benefit to arise therefrom.

IN WITNESS WHEREOF, the parties hereunto have set their signatures
this 25 day of April, 1973.

John Mercator Jessup

Mary Marge Jessup

Alfred Turley Jessup

Roma M. Jessup

Mary Jessup

ACKNOWLEDGMENT

STATE OF WASHINGTON
 County of Klickitat } 6/8

On this 8th day of May, A.D. 19 73,
 before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn personally appeared
MARY JESSUP

to me known to be the individual described in and who executed the fore-
 going instrument, and acknowledged to me that she signed and sealed the
 said instrument as her free and voluntary act and deed for the uses and
 purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and
 year in this certificate above written.



Pauline G. Anderson
 Notary Public in and for the State of

Washington residing at Huam

My Commission Expires 12-27-76

No member of or delegate to Congress or resident commissioner shall
 be admitted to any share in this contract or to any benefit to arise therefrom.

IN WITNESS WHEREOF, the parties hereunto have set their signatures
 this 25 day of April, 1973.