

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

OMA BINDER & Ptg. Co. 192512

Filed for record March 21, 1951 at 1:00 p.m. by Howard Henderson.

John C. Cladon
Skamania County Auditor

#42208

Mary Jessup et al to United States of America

THIS AGREEMENT, made and entered into by and between Mary Jessup, a single person, surviving widow of John M. Jessup, and hereinafter designated the Grantor, and Patrick C. Hogan and Mildred L. Hogan, husband and wife, and Nina Mae Grasset, a single person, surviving widow of Kenneth M. Grasset, a partnership d.b.a.under the name and style of Hogan and Grasset, hereinafter termed the Lessee, and the United States of America, Department of the Interior, Fish and Wildlife Service, acting by and through its duly authorized undersigned official, hereinafter termed the Grantee, witnesseth:

WHEREAS, the Grantor is the fee simple owner of the following described premises in the County of Skamania, State of Washington, to-wit:

Lots 4, 5, and 6 and the $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 26, Township 3 North, Range 9 East of the Willamette Meridian.

WHEREAS, the Lessee has heretofore been granted certain leasehold use rights in the above described real property, as set forth in those certain agreements dated March 1, 1947 and March 1, 1948, entered of record in Book 3 of Agreements and Leases at pages 493 and 526, respectively, in the Office of the County Auditor for Skamania County, Washington.

WHEREAS, the Grantee desires to obtain fee simple interest in certain portion of said lands and rights of way for road purposes and for the installation of a water supply/line pipe on, over, and across certain portions of the hereinabove lands of the Grantor, in connection with the construction and development of a housing area appurtenant to the Little White Salmon Fish Cultural Station near Cook, Washington;

NOW, THEREFORE, the above herein designated parties in consideration of the promises, covenants, payments, and conditions hereof on the part of each party to be kept, performed, paid, and observed, agree as follows:

1. Subject to the conditions and limitations in Paragraph 3 hereof the Grantor, in consideration of the sum of \$2,225.00 to be paid as hereinafter set forth and the benefits to accrue to the property of the grantor from the exercise of the rights hereby conveyed, does hereby grant, bargain, sell, and convey, unto the Grantee, its successor and assigns, forever the rights, titles and interests in each case set forth in and to the following tracts of real property, more particularly described on the attached sheet headed "Description", which by reference herein is made a part hereof, in the County of Skamania, State of Washington, to-wit:

(a) The full fee simple title to tract (10a) as more particularly bounded and described on the attached sheet headed "Description" involving 2.43 acres, more or less, in Township 3 North, Range 9 East, Willamette Meridian, Skamania County, Washington.

(b) A perpetual easement and right of way for a water supply works and pipe line traversing and involving the area of tract (10P) as more particularly bounded and described on the attached sheet headed "Description".

(c) Perpetual easements and rights of way for road purposes over and through, under and along, and across tracts (10R-1) and (10R-2), the course and extent of which rights of way are more particularly delineated and described on the attached sheet marked "Description".

The easements and rights of way herein granted include the right to enter upon the above described property of the Grantor to construct, maintain, repair and use at all times the said pipe line and roadways, together with any reasonable reconstruction thereof and to