

WHEN RECORDED RETURN TO: Rod Roeder 701 Cook Underwood Road Cook, WA 98605
--

DOCUMENT TITLE(S) Update to Deed Record 33/402 AF 42208
REFERENCE NUMBER(S) of Documents assigned or released: 33/402 AF 42208 & 102/246 AF 101663 <input type="checkbox"/> Additional numbers on page _____ of document.
GRANTOR(S): United States of America US Fish & Wildlife Servient estates <input type="checkbox"/> Additional names on page _____ of document.
GRANTEE(S): Rodney Robert Roeder & Mary Jude Roeder Dominant estate <input type="checkbox"/> Additional names on page _____ of document.
LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter): S26 T3N R9E <input checked="" type="checkbox"/> Complete legal on page <u>EXA</u> of document.
TAX PARCEL NUMBER(S): 03092600030200 – Servient Estate 03092600030300 – Servient Estate 03092600030000– Servient Estate 03092600030100 – Dominant Estate <input type="checkbox"/> Additional parcel numbers on page _____ of document.
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

July 3, 2012

Update to Deed Record No 33

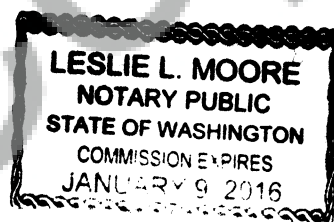
The following underlined section in the italicized paragraph is an update to Deed Record No. 33 page 403 paragraph 3b; necessary for clarity because of the sale of adjacent lands. See "*equitable easement*" Blacks Law Dictionary Eighth Edition. This should more readily convey to new landowners the continuance of implied privileges for the dominant estate / parcel 03092600030100.

Grantor's rights in this paragraph set forth to participate with equitable easements in servient estates / parcels: 03092600030200, 03092600030300, 03092600030000 in the use of water from said pipeline shall be and remains in force and effect so long as said pipeline shall be available in place for such use, subject to availability of water and grantee's priority aforesaid. Nothing in this paragraph contained shall be construed to require the grantee to construct or maintain or perpetuate any pipeline whatsoever, the right and privilege of grantor herein set forth being conditioned upon the presence of any water supply pipe line. If such pipeline is constructed by grantee, said grantee shall be sole owner thereof and may remove same at its option at any time.

Rodney R Roeder

Rodney R Roeder

Leslie L Moore
7-3-12



DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

trim, cut, fell and remove all trees, brush and other natural growth and rock or dirt obstructions as are necessary to provide adequate clearance and to eliminate interference with or hazards to the said roadways and pipeline ways to be placed on, over, or across said tracts on the courses in each case set forth. The Grantor conveys to the Grantee, its agents, the rights to appropriate from the lands contained in ^{tracts} (10P), (10R-1), (10R-2) aforesaid such rock, earth, or gravel as may be desired or necessary for the construction or repair of said roadways and the consideration herein flowing to the Grantor is accepted and acknowledged as full compensation for all damages which may arise incidental to the exercise of the rights hereinabove granted except damages arising from the negligence of Grantee, its agents, or its contractors.

2. The grantee agrees to pay to the Grantor within a reasonable time after the execution of this instrument by and on behalf of the United States the sum of \$2,225.00 in full of all rights, privileges and uses whatsoever herein granted to the Grantee.

3. The Grantee's rights, use, and enjoyment of the fee simple and right-of-way grants herein and appurtenances thereof as hereinabove granted are subject to the following provisions:

(a) The Grantee shall erect a suitable stock and poultry type fence, circumscribing the boundary of aforesaid tract (10a) herein granted in fee simple to Grantee, with efficient gates at all entrances thereto.

(b) In the event the grantee elects to construct a water supply line over the course of aforesaid pipeline easement, the grantee will install its water supply line at its head works in such manner that all water available in the stream will flow through the catch basin. Thus the flowage of water into the supply line will be delimited only by the natural availability and the carrying capacity of the supply line.

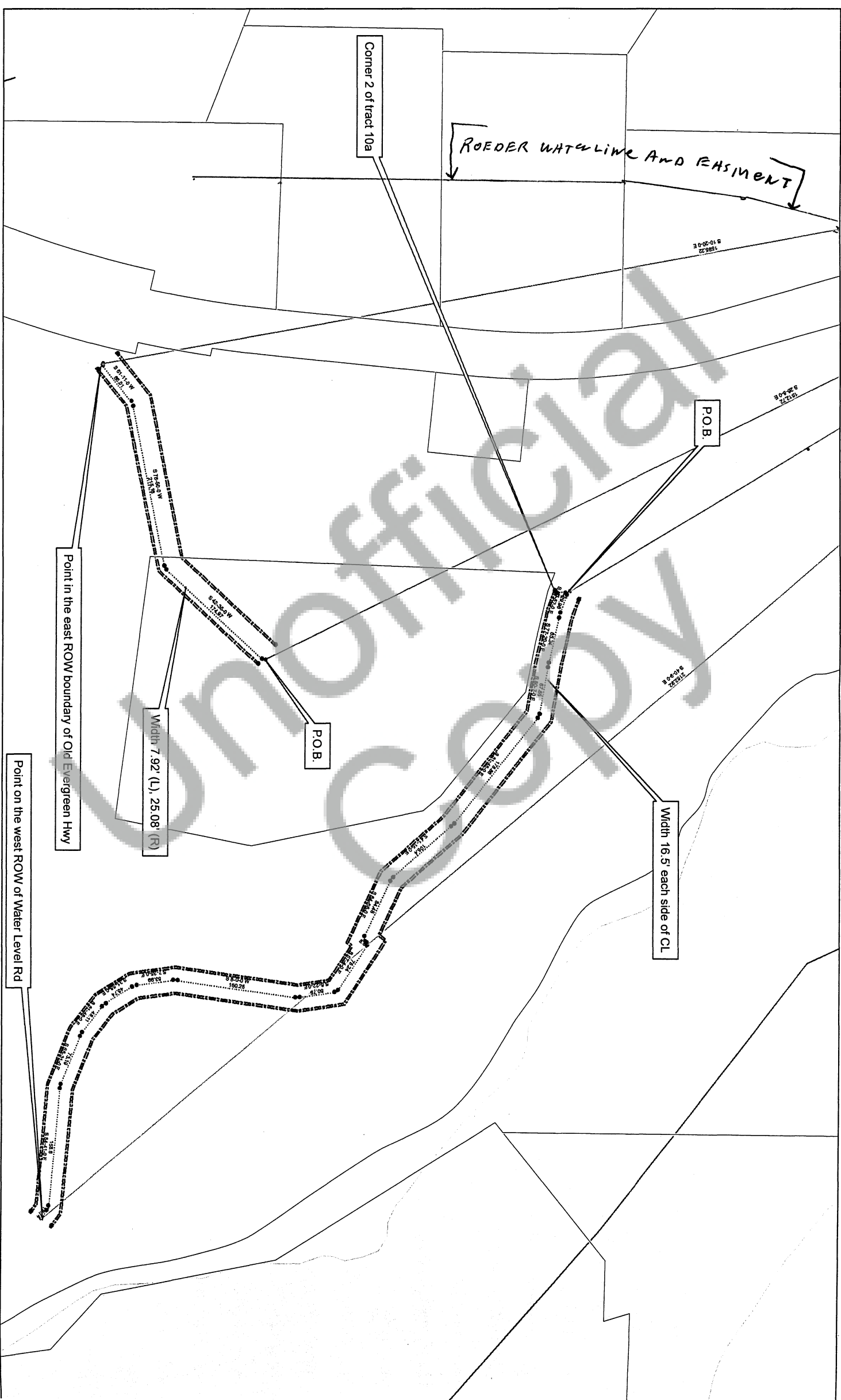
In the event of construction of said water supply line the Grantor is authorized to draw from the water supply line at not more than two outlets to be mutually selected by the Grantor and Grantee, not to exceed 25 gallons per minute at each outlet, subject always to the prior right of Grantee to the fulfillment of its water requirements at the said building site estimated at 1/2 c.f.s. Grantor's rights in this paragraph set forth to participate in the use of water from said pipeline shall be and remains in force and effect so long as said pipeline shall be available in place for such use, subject to availability of water and grantee's priority aforesaid. Nothing in this paragraph contained shall be construed to require the grantee to construct or maintain or perpetuate any pipeline whatsoever, the right and privilege of grantor herein set forth being conditioned upon the presence of any water supply pipe line at any time. If such pipe line is constructed by the grantee, said grantee shall be sole owner thereof and may remove same at its option at any time.

(c) the privileges and rights herein granted to the Grantee shall be subject to that certain electrical line easement heretofore granted by the Grantor and her predecessors to the Northwestern Electric Company, now of record in Book W. at Page 416, Deed Records of Skamania County, Washington.

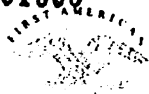
(d) The Grantee covenants and agrees that tract (10a) shall not be used as an Indian camp site and that no waters from said pipeline shall be used in connection with any Indian camp site which may at any time be established in the vicinity of tract (10a).

4. The Lessee, in consideration of the benefits to result to the Lessee by the exercise of the Grantee's rights hereunder, hereby waives, releases, and surrenders all rights whatsoever in tract (10a) as described on the attached sheet and hereby transfers, assigns, and sets over to the Grantee such of the rights of Lessee as set out in the aforesaid in-

Disclaimer: This map product was prepared by Starnale County and is for information purposes only.



101663



**First American Title
INSURANCE COMPANY**

Registered ☒
Indexed, Dir ☒
Indirect ☒
Filmed ☒
Mailed ☒

Filed for Record at Request of

Name JOSEPH L. UDALL, Attorney at Law,

Address P. O. Box 417

City and State White Salmon, WA 98672

BOOK 102 PAGE 246

THIS SPACE RESERVED FOR RECORDER'S USE.

FILED FOR RECORD
SKAMANIA CO. WASH
BY Mc. E. Little Co

AUG 18 10 17 AM '86
E. M. Olson
AUDITOR
GARY M. OLSON

EXA

03-09-26-0-0-0301-00
SK-14248

Statutory Warranty Deed

THE GRANTORS, JOHN JESSUP, JR. and LESLIE JESSUP, husband and wife,

for and in consideration of TEN DOLLARS and other good and valuable consideration

in hand paid, conveys and warrants to RODNEY ROBERT ROEDER and MARY JUDE ROEDER, husband and wife,

the following described real estate, situated in the County of Skamania, State of Washington:

A tract of land located in Government Lots 4 and 5, in Section 26, Township 3 North, Range 9 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Lot 1 of the JOHN JESSUP SHORT PLAT recorded September 13, 1985, in Book 3 of Short Plats on Page 84, Skamania County Records.

SUBJECT TO easements as recorded under Auditor's File Number 68398 and as recorded in Book "W" at Page 415.

TOGETHER WITH the rights to take water from a water supply and distribution system maintained by the United States of America, Department of the Interior, Fish and Wildlife Service, as such rights were reserved to Mary Jessup by Paragraph 3 (b) of that certain Deed dated February 14, 1951, recorded in the Office of the Auditor of Skamania County, Washington, in Book 33 of Deeds, at page 402 et seq.



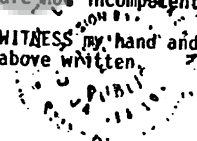
Dated this 14th day of August, 1986.

John M. Jessup, Jr.
Leslie Jessup By Betty Law
(SEAL) (SEAL)

STATE OF WASHINGTON,
County of Klickitat

On this 14th day of August, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN JESSUP SR., who executed the within instrument as Attorney in Fact for JOHN JESSUP, JR. and LESLIE M. JESSUP and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed as attorney in fact for JOHN JESSUP, JR. and LESLIE M. JESSUP for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said JOHN JESSUP, JR. and LESLIE M. JESSUP are now living, and are not incompetent.

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



Betty Law
Notary Public for Washington
residing at White Salmon, therein.

My Commission Expires: 1-10-89

Transaction in compliance with County subdivision ordinances,
Skamania County Assessor - By: [Signature]