

Bonneville Lock and Dam
Project Second Powerhouse

Tract No. 2902

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF EIGHT THOUSAND TWO HUNDRED FIFTY

AND NO/100

DOLLARS

(\$8,250.00

) in hand paid, receipt of which is hereby acknowledged

I, W. A. Martzall, a single man,

have ~~hereby~~ granted, bargained, and sold and by these presents do ~~XXXX~~ hereby grant, bargain, sell and convey unto the UNITED STATES OF AMERICA and its assigns all the bounded and described real property situate in the County of Skamania in the State of Washington as shown on Schedule "A" attached hereto and made part hereof.

Subject only to rights outstanding in third parties and reservations, as shown on Schedule "B" attached hereto and made part hereof together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described and granted premises unto the UNITED STATES OF AMERICA and its assigns, forever. I covenant to and with the above named grantee and its assigns that I am lawfully seized and possessed of the above granted premises in fee; 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 I will and my heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

AND FURTHER, for the consideration aforesaid, I, the grantor(s) above named hereby convey(s) and quitclaim unto the said UNITED STATES OF AMERICA and its assigns, all right, title and interest which I may have in and to the banks, beds and waters of any streams opposite to or fronting upon the lands above described and in any alleys, roads, streets, ways, strips, gores or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

The true and actual consideration for this transfer is \$8,250.00.

The foregoing recital of consideration is true as I verily believe.

3615

No. _____
TRANSACTION EXCISE TAX

OCT 10 1975

Amount Paid _____
Skamania County Treasurer

By _____

WITNESS our hands and seals this 10 day of OCTOBER 1975.

W. A. Martzall

W. A. MARTZALL

STATE OF WASHINGTON)
)
COUNTY OF SKAMAWIA)

On the 10 day of October, 1975, personally came
before me, as Notary Public in and for said County and State, the
within named W. A. Martzall, a single man,

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.



Robert J. Salverien

Notary Public in and for the
State of Washington

My Commission Expires 9/24/77

SCHEDULE "A"

Tract 2902

A tract of land situated in Section 22, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, being more particularly described as follows:

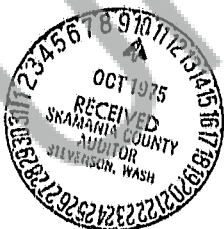
Commencing at the Southwest corner of Lot 9 of Normandy Tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence South 54°45'00" East 468.00 feet to the point of beginning; thence North 35°15'00" West 50.00 feet; thence South 54°45'00" West 25.00 feet; thence South 35°15'00" East 50.00 feet; thence North 54°45'00" East 25.00 feet to the point of beginning.

Also including all right, title and interest, if any, in and to the right-of-way of the Evergreen Highway (State Highway No. 14).

The tract of land herein described contains 0.03 of an acre, more or less.

NAME AND ADDRESS OF PURPORTED
OWNER(S) FOR TRACT 2902
BONNEVILLE LOCK AND DAM
(LAKE BONNEVILLE)

W. A. Martzall



SCHEDULE "B"

Subject only to the following rights outstanding in third parties, namely:

Existing easements for public roads and highways, public utilities, railroads and pipelines, and

Reservations contained in patents from the United States of America.

Excepting and reserving to the Vendor the right to remove trees and shrubery on or before 1 December 1975. In the event that the said improvements are not completely removed on or before said date, the right of removal shall terminate automatically and the United States shall have a good and indefeasible title to said buildings and improvements which remain, without notice to the Vendor. Together with a right to set off from reserved building value, the cost of cleaning up portions of said improvements not removed.

Also, reserving to the Vendor, now in possession of the property, in consideration of the protection and maintenance of the land, to which the Vendor hereby agrees, reserves the right to occupy until 1 December 1975 that portion of the lands herein described upon which said improvements are now situated. Such occupancy is subject to revocation by the District Engineer, Portland District, or his authorized representative, at anytime upon giving 90 days' notice in writing to the occupant if possession of the property is required by the United States prior to the expiration of the occupancy date above set forth.