

79248

DEPARTMENT OF THE ARMY

OFFER TO SELL EASEMENT

Project Bonnaville Lock and Dam
Modifications for Peaking
Tract No. 323E-2

Contract No. DACW57-6-74-117

The undersigned, hereinafter called the Vendor, in consideration of the mutual covenants and agreements herein set forth, offers to sell and convey to the UNITED STATES OF AMERICA and its assigns, a permanent and assignable easement for the purpose set forth in Exhibit B, in, upon, over, and across that certain tract of land described in ~~EXHIBIT~~ Schedule "A" attached hereto and made part(s) hereof.

The terms and conditions of this offer are as follows:

(1) The Vendor hereby agrees that this offer may be accepted by the United States, through any duly authorized representative, by delivering, mailing, or telegraphing a notice of acceptance to the Vendor at the address stated below, at any time within two (2) month(s) from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

(2) The United States agrees to pay to the Vendor for said easement and rights the sum of (\$ 250,000.00), payable upon acceptance of this offer and approval of the Vendor's title; provided the Vendor can execute and deliver a good and sufficient easement deed with warranty of title conveying said easement and rights to the United States of America and its assigns, free and clear from all liens, encumbrances, said conveyance to be subject only to the existing easements and rights set forth in said Exhibit B.

(3) The Vendor agrees to satisfy of record, at or before conveying said easement and rights, such taxes, assessments, and encumbrances which are a lien against the land, as the United States may require, and, if the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the easement; that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver the easement deed to the United States concerning the easement and rights herein described, pay the documentary revenue stamp tax, and obtain and record such other curative evidence of title as may be required by the United States.

(4) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the easement deed to the United States and the procurement of the necessary title evidence.

(5) The Vendor agrees that the United States may, notwithstanding the prior acceptance of this offer, acquire title to said easement and rights by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the taking of said easement and rights; agrees that any and all awards of just compensation that may be made in the proceeding to any defendant shall be payable and deductible from the said amount; and agrees that the said consideration shall also be in full satisfaction of any and all claims of the Vendor for the payment of the right of occupancy and use herein-after provided for in paragraph (6).

(6) As additional consideration for the payment of the purchase price hereinabove set forth, the Vendor hereby grants to the United States the right of immediate occupancy and use of the land in which said easement is to be granted for the purpose of exercising any of the rights described in said Exhibit B from and after acceptance by the United States of this offer until such time as said easement is conveyed to the United States.

(7) It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in and execute the easement deed to the United States.

(8) The Vendor represents and it is a condition of acceptance of this offer that no member of or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

(9) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

(10) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

SIGNED, SEALED, AND DELIVERED this

6 day of February, 1974

WITNESSES:

..... (SEAL)
(Vendor)
Robert L. Brigner
..... (SEAL)
(Spouse of Vendor)
Alice J. Brigner
..... (SEAL)
(Vendor)
..... (SEAL)
(Spouse of Vendor)
..... (SEAL)
(Vendor)
..... (SEAL)
(Spouse of Vendor)
..... (SEAL)
(Vendor)
..... (SEAL)
(Spouse of Vendor)

NOTICE OF ACCEPTANCE OF THIS OFFER IS TO BE SENT TO:

Alice J. Pagan, Rt. 1 Box 30, Stearns, Wash 98648
(Name and address)

ACCEPTANCE OF OFFER TO SELL EASEMENT

Date: 1 April 1974

The offer of the Vendor contained herein is hereby accepted for and on behalf of the UNITED STATES OF AMERICA.

WITNESS:*

D. H. Nellen
D. H. NELLEN
Chief, Real Estate Division
U. S. Army Engineer District, Portland

Approved for sufficiency of funds \$

Name and signature

date

*These spaces to be used for signatures of witnesses if required by state law.

27 July 1973

SCHEDULE "A"

TRACT 323E-2

All that portion of the following described tract of land lying above elevation 72.00 feet Mean Sea Level and below elevation 82.40 feet Mean Sea Level, situated in Government Lot 13, Section 36, Township 3 North, Range 7-1/2 East of the Willamette Meridian, Skamania County, Washington:

Beginning at a point 657.40 feet West and 363.50 feet South of the East quarter corner of said Section 36; thence South 53° 38' 00" West 76.87 feet; thence South 36° 28' 00" West 184.50 feet; thence South 33° 31' 00" West 279.90 feet; thence South 28° 21' 00" West 125.70 feet; thence North 58° 08' 00" West 100.00 feet; thence North 28° 21' 00" East 40.00 feet; thence North 58° 08' 00" West to intersection with the West line of said Government Lot 13; thence South along said West line to intersection with the Northerly right-of-way line of State Highway No. 14; thence Northeasterly along said Northerly right-of-way line to intersection with the centerline of the county road known and designated as the Nelson Creek Road; thence in a Northwesterly direction following the centerline of said road to a point East of the point of beginning; thence West to the point of beginning.

The tract of land herein described contains 0.32 of an acre, more or less, all of which is contained in Tract 323E-1.

NAME AND ADDRESS OF PURPORTED
OWNER(S) FOR TRACT 323E-2,
BONNEVILLE LOCK AND DAM (LAKE
BONNEVILLE)

Robert L. Brigner
and Alice J. Brigner



TRACT NO. 22E-2

FLOWAGE EASEMENT (Permanent Flooding)

The perpetual right, power, privilege and easement permanently to overflow, flood and submerge the land described in Schedule A and to maintain mosquito control in connection with the operation and maintenance of the Bonneville Lock and Dam project as authorized by the Act of Congress approved 20 August 1937, and the continuing right to clear and remove any brush, debris and natural obstructions which, in the opinion of the representative of the United States in charge of the project, may be detrimental to the project, together with all right, title and interest in and to the timber, structures and improvements situate on the land; provided that no structures for human habitation shall be constructed or maintained on the land, that no other structures shall be constructed or maintained on the land except as may be approved in writing by the representative of the United States in charge of the project, and that no excavation shall be conducted and no landfill placed on the land without such approval as to the location and method of excavation and/or placement of landfill; the above estate is taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easement hereby acquired; provided further that any use of the land shall be subject to Federal and state laws with respect to pollution.

EXCEPTING from the above the following structures and or improvements which may remain on the easement herein described: *See list*

EXHIBIT "B"