

DEPARTMENT OF THE ARMY

OFFER TO SELL EASEMENT

HAZEL M. REHAL &
NATIONAL BANK OF COMMERCE OF SEATTLE
NOW RAINIER NATIONAL BANK

FUND AVAILABLE	
SIGNATURE	<i>M. Rehal</i>
DATE	17 APR 1975
Finance & Accounting Officer	

Project Bonneville Lock & Dam
Modification for Peaking
Tract No. 309E-2 & 310E-2
Contract No. DACW57-6-75-194

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 one thousand, five hundred & 00/100 dollars (\$1500.00), 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 covering 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. *warrant only as to access by, through and under the vendor as Trustee of the estate of Julius K. Rehal.

(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 conveying 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 hereby 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 20th day of February, 1975

WITNESSES:

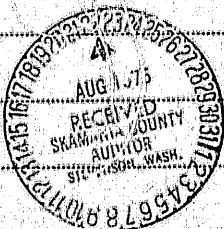
..... (SEAL)

 for The National Bank of Commerce of Seattle
 NOW RAINIER NATIONAL BANK (SEAL)

 ATTEST: *[Signature]* By: *[Signature]*
 Vice President Real Estate Officer (SEAL)
 (Vendor)

[Signature] (SEAL)

 Hazel Mary Renal, Individually (SEAL)
 (Vendor)
 (SEAL)
 (Spouse of Vendor)
 (SEAL)
 (Vendor)
 (SEAL)
 (Spouse of Vendor)



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

Ms. Hazel M. Rehal and National Bank of Commerce of Seattle, now Rainier National Bank,
 c/o Mr. Robert K. Leick, Attorney at Law, Stevenson, WA 98648.
 (Name and address)

ACCEPTANCE OF OFFER TO SELL EASEMENT

Date: 17 April 1975

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

WITNESS:*


 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.

SCHEDULE "A"

TRACT 309E-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 the North half of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington: Commencing at a point 300.00 feet West of the Southwest corner of Government Lot 7 of said Section 1; thence North to the Northerly right-of-way line of the county road formerly designated as State Highway No. 8, and the true point of beginning; thence North to the North line of said Section 1; thence East along said North line to the center of Rock Creek; thence Southwesterly along said center of Rock Creek to the North line of said county road; thence following said North line South $63^{\circ} 24' 00''$ West to the point of beginning. Excepting therefrom the following: Beginning at the intersection of the center of the channel of Rock Creek with the center line of the county road designated as Second Avenue Extension, formerly designated as State Highway No. 8; thence South $63^{\circ} 24' 00''$ West along said center of said road 300.00 feet; thence North $26^{\circ} 36' 00''$ West 200.00 feet; thence North $63^{\circ} 24' 00''$ East to the center of the channel of Rock Creek; thence Southeasterly along the center of said channel to the point of beginning; except the right-of-way for the said Second Avenue Extension.

The tract of land herein described contains 0.08 acres, more or less, all of which is contained in Tract 309E-1.

NAME AND ADDRESS OF PURPORTED
OWNER(S) FOR TRACT 309E-2,
BONNEVILLE LOCK AND DAM (LAKE
BONNEVILLE)

Hazel M. Rehal

SCHEDULE "A"

TRACT 310E-2

All that portion of the following described tract of land lying above elevation 72.00 feet Mean Sea Level and below elevation 82.30 feet Mean Sea Level: The West half of the Southeast quarter of the Southwest quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, lying Westerly of the center of Rock Creek.

The tract of land herein described contains 0.10 acres, more or less, all of which is contained in Tract 310E-1.

NAME AND ADDRESS OF PURPORTED
OWNER(S) FOR TRACT 310E-2,
BONNEVILLE LOCK AND DAM (LAKE
BONNEVILLE)

Hazel Mary Rehal
(Co-Trustees - Hazel M Rehal
and The National Bank of
Commerce of Seattle)

TRACT NO., 309E-2 & 310E-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.

EXCEPT: from the above the following structures and or improvements which may remain on the easement herein described: none

EXHIBIT B