

80686

BOOK 69 PAGE 370

Bonneville Lock and Dam
Project Second Powerhouse

Tract No. 2709

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF FIFTY THOUSAND FIVE HUNDRED AND NO/100

DOLLARS

(\$ 50,500.00) in hand paid, receipt of which is hereby acknowledged
Omar H. Rhode and Delores J. Rhode, husband and wife,

have/xxx granted, bargained, and sold and by these presents do/xxx 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. We covenant to and with the above named grantee and its assigns that we are 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 we will and our 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, we, the grantor(s) above named hereby convey(x) and quitclaim unto the said UNITED STATES OF AMERICA and its assigns, all right, title and interest which we 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 FIFTY THOUSAND FIVE HUNDRED AND NO/100 (\$50,500.00). The foregoing recital of consideration is true as I verily believe.

3462

No. _____
TRANSACTION EXCISE TAX

AUG 14 1975

Amount paid \$ _____
Skamania County TreasuryBy _____
NPP FL 167
AL 72WITNESS our hands and seals this 14th day of August, 1975.

Omar H. Rhode

Delores J. Rhode

DELORES J. RHODE

STATE OF WASHINGTON)
)
 COUNTY OF SKAMANIA)

On the 14th day of August, 1975, personally came before me, as Notary Public in and for said County and State, the within named Omar H. Rhode and Delores J. Rhode, husband and wife,

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their 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. Salvesen

Notary Public in and for the
 State of Washington

My Commission Expires SEPT. 21, 1977

(SEAL)

17 July 1974

10000 10000 10000 10000

SCHEDULE "A"

Tract 2709

A tract of land situated in Section 21, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, being more particularly described as follows:

Commencing at the Northeast corner of said Section 21; thence South 997.92 feet; thence West 2,035.50 feet to a round hub placed at an angle point in the Northerly right-of-way line of the Spokane, Portland and Seattle Railroad Company, said hub also being North 09°05'00" East 200.00 feet from Station 2042+23.4 of the survey locating the centerline of said railroad right-of-way; thence West 200.00 feet to the point of beginning; thence North 00°48'00" West to the Southerly right-of-way line of the Evergreen Highway (State Highway No. 14); thence Easterly along said highway right-of-way line to a point which is North 00°48'00" West of the aforesaid round hub; thence South 00°48'00" East to said round hub; thence South 09°05'00" West 100.00 feet to an angle point on the Northerly line of the 200.00 foot right-of-way of said railroad; thence Westerly along said railroad right-of-way to a point which is South 00°48'00" East of the point of beginning; thence North 00°48'00" West to the point of beginning, excepting therefrom the following described tract:

Commencing at the Northeast corner of said Section 21; thence South 997.92 feet; thence West 2,035.50 feet to a round hub placed at an angle point in the Northerly right-of-way line of the Spokane, Portland and Seattle Railroad Company, said hub also being North 09°05'00" East 200.00 feet from Station 2042+23.4 of the survey locating the centerline of said railroad right-of-way, said hub also being the point of beginning; thence West 30.00 feet; thence North 00°48'00" West to the Southerly right-of-way line of the Evergreen Highway; thence Easterly along said highway right-of-way line to a point which is North 00°48'00" East of the point of beginning; thence South 00°48'00" East to the point of beginning.

Said tract being designated as Lots 3, 4 and 5 and a portion of Lot 2 of Block Nine of the unrecorded plat of the Town of North Bonneville, Washington.

Also including one-half of the adjacent streets and alleys.

The tract of land herein described contains 0.74 of an acre, more or less.

NAME AND ADDRESS OF PURPORTED
OWNER(S) FOR TRACT 2709,
BONNEVILLE LOCK AND DAM
(LAKE BONNEVILLE)

Omar H. Rhode, et ux



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.

Also, reserving to the Vendor, or his tenant 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 12 November, 1975 that portion of the lands herein described upon which said buildings and improvements are now situated. Such occupancy is subject to revocation by the District Engineer, Portland District, or his authorized representative, at any time 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.