

81819

BOOK 70 PAGE 681

Honneville Lock and Dam
Project Second Powerhouse Project

Tract No. 2510

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF NINETY-TWO THOUSAND AND NO/100

DOLLARS

(\$92,000.00) in hand paid, receipt of which is hereby acknowledged

I, Geraldine M. Miller, a widow,

have/xxxxgranted, 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(x) above named hereby convey(x) 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 \$92,000.00.

No. 3887

TRANSACTION EXCISE TAX:

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

MAR 5 1976

WITNESS our hands and seals this 5th day of March, 1976.

Amount Paid: \$92,000.00
By: [Signature]
Skamania County Recorder

[Signature]
GERALDINE M. MILLER

STATE OF WASHINGTON)

COUNTY OF SPADINA)

On the 15 day of MARCH, 1976, personally came before me, as Notary Public in and for said County and State, the within named Geraldine M. Miller, a widow,

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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. Salvendy

Notary Public in and for the
State of Washington

My Commission Expires 9/21/77

10 December 1973

BOOK 20 PAGE 60-3

SCHEDULE "A"

Tract 2510

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:

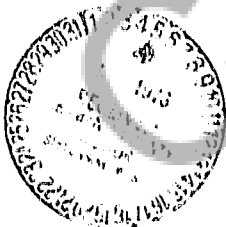
Commencing at the Northeast corner of said Section 21; thence South 1257.00 feet; thence West 30.93 feet to the Southerly right-of-way line of the Evergreen Highway (State Highway No. 14); thence North 81°00'00" West along said right-of-way 100.00 feet to the point of beginning; thence continuing North 81°00'00" West along said right-of-way 100.00 feet; thence South 09°00'00" West 100.00 feet; thence South 81°00'00" East 100.00 feet; thence North 09°00'00" East 100.00 feet to the point of beginning, said tract being designated as Lots 3 and 4 of Block 3 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 0.37 of an acre, more or less.

NAME AND ADDRESS OF PURPORTED
OWNER(S) FOR TRACT 2510,
BONNEVILLE LOCK AND DAM
(LAKE BONNEVILLE)

Frank T. Miller and
Geraldine M. Miller



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 the following improvements:

All Trade Fixtures

on or before 4 APRIL, 1976. 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 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, 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 4 APRIL 1976 that portion of the lands herein described upon which said improvements are now situated for the exclusive purpose of removing said trade fixtures. Such occupancy is subject to revocation by District Engineer, Portland District, or his authorized representative, at anytime upon giving 90 days' notice in writing to the occupant. Possession of the property is required by the United States prior to the expiration of the occupancy date above set forth.