

02189

BOOK 71 PAGE 17

Project Bonaville Lock and Dam
Second PowerhouseTract No. 2516

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF THIRTY-EIGHT THOUSAND NINE HUNDRED

AND NO/100 DOLLARS

(\$38,900.00) in hand paid, receipt of which is hereby acknowledged.

We, Julia O. Thomas and Herbert R. Thomas, wife and husband,

have ~~tax~~ granted, bargained, and sold and by these presents do ~~hereby~~ 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 ~~by~~ 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 \$33,900.00.

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

4032

No. 4032 WITNESS our hands and seals this 21st day of MAY, 1976.

TRANSACTION EXCISE TAX

MAY 24 1976

Amount Paid \$33,900.00
Skamania County Treasurer

By Julia O. Thomas
Herbert R. Thomas

JULIA O. THOMAS

HERBERT R. THOMAS

STATE OF WASHINGTON)
COUNTY OF CLARK)

On the 21st day of MAY, 1976, personally came before me, as Notary Public in and for said County and State, the within named Julia O. Thomas and Herbert R. Thomas, wife and husband,

to me personally known to be the identical persons 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.

(SEAL)

Hugh [Signature]
Notary Public in and for the
State of Washington
My Commission Expires [Date]

10 December 1973

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SCHEDULE "A"

Tract 2516

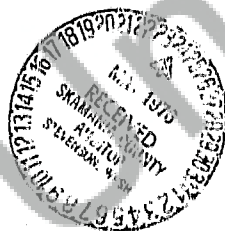
A tract of land situated in Section 21, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, being designated as Lots 6 and 33 of Block 1 and Lots 17 and 18 and the South 5.00 feet of Lot 3 of Block 2 of BENDER'S ADDITION TO THE TOWN OF NORTH BONNEVILLE according to the official plat thereof on file and of record at page 88 of Book "A" of Plats, Records of Skamania County, Washington.

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

The tract of land herein described contains 0.30 of an acre, more or less.

NAME AND ADDRESS OF SUPPORTED
OWNER(S) FOR TRACT 2516,
BONNEVILLE LOCK AND DAM
(LAKE BONNEVILLE)

Julia O. Thomas and
Herbert R. Thomas



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 buildings and improvements:

Dwelling, garage, shrubbery, and fir tree

on or before 1 September 1976. In the event that the said buildings and 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 buildings or 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 1 September 1976 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.