

RELEASE, COVENANT AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, husband and wife, own certain real property situated in Klamath County, Oregon, more particularly described as:

Parcel 1: All that part of Lot 8 of Section 32, Township 38 S., R. 9 E.W.M., described as follows: Beginning at a point which is North 47°23' West along the Southerly line of Conger Avenue 88.6 links from a stone monument on the southerly line of Conger Avenue marked with a cross from which monument the quarter section corner between Sections 29 and 32, Township 38 S., R. 9 E.W.M., bears North 30.19 chains and East 22.91 chains; from said point of beginning, running North 47°23' West along the southerly line of Conger Avenue 48.4 links; thence South 49° West 109.5 links; thence North 61° West 50 links to a point known as the Southeast corner of the O.C. Applegate lot, according to the survey of B.F. Meyer made June 29, 1880; thence South 57 1/4° West 191 links; thence South 43°30' West 284 links; thence South 52° East 51.25 links; thence North 44°31' East 191 links; thence North 85°48' East 1.36 chains; thence North 44°35' East 2.94 chains to point of beginning, containing .50 acres, more or less.

Beginning at a point formerly known as the Southeast corner of the O. C. Applegate lot, according to the survey of B. F. Meyer made June 29, 1880; thence North 52° West 47 links; thence North 43°30' East 133 links; thence South 48°46' East 107 links; thence South 49° West 120 links; thence North 61° West 50 links to point of beginning.

Beginning at a point formerly known as the Southeast corner of the C. C. Applegate lot, according to the survey of B. F. Meyer made June 29, 1880; thence North 52° West 47 links; thence South 43°30' West 185 links; thence North 57 1/4° East 191 links to point of beginning.

Parcel 2: All that part of Lot 8 of Section 32, Township 38 S., R. 9 E.W.M., described as follows: Beginning at a stone monument marked with a cross which is on the Southerly line of Conger Avenue from which the quarter corner between Sections 29 and 32, Township 38 S., R. 9 E.W.M., bears North 30.19 chains and East 22.91 chains; thence North 47°23' West along the southerly line of Conger Avenue, 137 links; thence South 49° West 109.5 links; thence North 61° West 50 links to a point known as the Southeast corner of the O. C. Applegate lot, according to the survey of B. F. Meyer made June 29, 1880; thence South 57 1/4° West 191 links; thence South 43°30' West 284 links; thence South 52° East 178 links; thence North 44°31' East 191 links to the Northwest corner of the lot described in deed recorded in Volume 25, Page 228,

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Klamath County Records; thence following the North and Eastern sides of said lot, North 85° 48' East 61 links; thence South 4°12' East 16 links; thence North 44°35' East along the lot of The California Oregon Power Company 3.53 chains to the point of beginning.

Parcel 3: A tract of land described as follows: Beginning at the iron pin which marks the most southerly corner of the Leavitt Tract described on Page 431, Volume 102, Deed Records of Klamath County, Oregon, and running thence North 43°30' East along the Easterly boundary of the Leavitt Tract a distance of 167.68 feet to a point; thence North 6°55' East a distance of 16.77 feet to a point; thence South 43°30' West a distance of 183 feet to a point on the Southwesterly boundary of the Leavitt Tract; thence South 57°00' East, along the Southwesterly boundary of the Leavitt Tract, 10.17 feet, more or less, to the point of beginning, in Lot 8, Section 32, Township 38 S., R. 9 E.W.M.

Parcel 4: All of the Leavitt Tract mentioned above which lies South and East of the following 2 parcels:

Parcel A: A road right of way 11 feet wide, being 5.5 feet on either side of the following-described centerline: Beginning at a point which lies North 43°30' East a distance of 176.92 feet from the iron pin which marks the most Southerly corner of the Leavitt Tract described on Page 431, Volume 102 of the Deed Records of Klamath County, Oregon, and running thence North 6°55' East a distance of 87.5 feet to a point; thence following the arc of a curve to the right whose radius is 35 feet and whose long chord bears North 45°25' East a distance of 43.57 feet to a point which lies on the Southerly edge of the present traveled Barnhisel Entrance road.

Parcel B: The Barnhisel entrance road from the terminus of Parcel A above to the Northeasterly boundary of the above-mentioned Leavitt Tract; all of the aforesaid property situated in Klamath County, Oregon, all of which property is hereinafter referred to as the "Old Johnson Property".

WHEREAS, Pacific Power & Light Company ("Pacific") entered into an agreement with the Estate of Alice R. Johnson, deceased ("Estate Agreement"), then owner of the Old Johnson Property, on or about June 27, 1966, by and through the Executrix of said Estate, Margery B. Mahoney, whereby Pacific agreed to construct certain protective works, including land fill, to protect the Old Johnson Property from water damage; which measures were required as a result of certain work on channel improvement on the Link River and river control facilities and activities at the Keno Development in Klamath County, Oregon; and

WHEREAS, all protective works agreed to and required by

the Estate Agreement were accomplished and constructed and thereafter, all said protective works were approved and accepted by said Estate through the Executrix thereof, and said Estate agreed that Pacific would have no further responsibility or obligation to maintain or improve said protective works; and

WHEREAS, the undersigned and each of them have purchased said Old Johnson Property as husband and wife and are the lawful owners thereof and are aware of the aforesaid Estate Agreement; and

WHEREAS, the undersigned, and each of them, have made claims against Pacific for water damage to the Old Johnson Property, and to real and personal property located thereon, arising from the seepage of water and overflow of water allegedly from Link River upon and onto the Old Johnson Property over, through, around and under the aforementioned protective works constructed by Pacific pursuant to the Estate Agreement; and

WHEREAS, Pacific has offered to pay to the undersigned the sum of One Thousand Five Hundred (\$1,500.00) Dollars in full satisfaction of all damages sustained by the undersigned to their person and property, real and personal, including damage to the Old Johnson Property, as well as in full satisfaction, settlement and payment of any damages, loss or injury, undeveloped or developed, resulting or to result, known or unknown, either to the person or property, or both, of the undersigned and both of them, and any future damages which may hereafter occur to any persons or to the Old Johnson Property, or any improvements thereon or other property thereon, present or future occasioned by seepage or overflow of water from Link River, Klamath Falls, Oregon over, upon or onto the Old Johnson Property whether over, under, around or through the aforementioned protective works, or otherwise.

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NOW, THEREFORE, we the undersigned and each of us, for and in consideration of the sum of One Thousand Five Hundred (\$1,500.00) Dollars in hand paid to us and each of us, receipt of which we and each of us hereby acknowledge, do hereby, for ourselves and each of us, and for our heirs, administrators, executors, and assigns and each of them fully and forever release Pacific (Pacific Power & Light Company), as well as all of Pacific's subsidiary companies and its and their respective predecessors, successors and assigns, and all its and their past, present and future officers, directors, agents and employees and their respective successors, heirs, assigns, administrators and executors thereof, (all of the foregoing hereafter collectively referred to as "Pacific") from any and all claims, damages or injury to any person or any property including but not limited to the Old Johnson Property, and any and all causes of action or suits in equity of whatsoever nature, which are accrued or may ever accrue to either of us or our successors, heirs, administrators, or assigns or any of them for and on account of the installation of the aforementioned protective works on the Old Johnson Property adjacent to the Link River or on account of any and all channel improvements and water control facilities and activities of Pacific on the Link River or on account of any water seepage, overflow over, under, through or around the protective works heretofore constructed by Pacific pursuant to the aforementioned Estate Agreement; and we, the undersigned and each of us, for our heirs, administrators and assigns and each of them do hereby release Pacific from any future damages, claims or injury, that may hereafter be caused to any person or to the Old Johnson Property, including but not limited to present and future improvements thereto, and personal property thereon as may

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arise from any seepage, overflow, invasion, incursion or onslaught of any water from the Link River over, in or onto, the Old Johnson Property.

IT IS FURTHER UNDERSTOOD AND AGREED; that the undersigned and each of them have examined the protective works and they covenant that the undersigned and each of them and their successors and assigns are and shall be solely responsible for the maintenance, repair and condition of repair of all protective works including those constructed by Pacific and shall be solely responsible for water control, and water abatement improvements on the Old Johnson Property without regard to water level or flood stage, and shall indemnify and hold Pacific, its subsidiary companies, and its and their predecessors and successor companies, and its and their past, present and future officers, directors, employees and agents, and their respective predecessors, successors and assigns, harmless from any and all cost, loss, expense, liability and damage of any nature whatsoever past, present or future whichever has arisen or may hereafter arise from be caused by or otherwise be attributed to any water seepage, overflow or flooding of the Old Johnson Property, whether directly caused by a failure of the protective works previously constructed by Pacific, or otherwise.

IT IS FURTHER UNDERSTOOD AND AGREED that the undersigned, and each of them, grant unto Pacific an easement to overflow and seep water onto the Old Johnson Property, along the Link River, Klamath County Oregon, over, under, around and through the protective works which are maintained by the undersigned, the heirs, administrators, successors and assigns, without regard to river height, depth, width, stage or flow and the undersigned further covenant that the protection of the Old Johnson Property from water damage of any nature whatsoever

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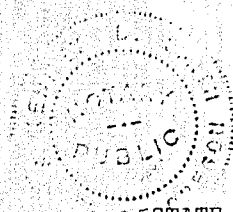
shall be solely the obligation of the undersigned and their successors, heirs, administrators and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED, that the payment of the sum herein mentioned is being made by Pacific in compromise of a disputed claim in order that such parties may buy their peace; and that such payment is not to be construed as an admission of liability of Pacific or anyone else.

IT IS FURTHER UNDERSTOOD AND AGREED that, by and on behalf of the undersigned, these covenants and easements shall be construed and hereafter recognized as covenants and an easement running with the land and shall be applicable and operative against damages sustained to the Old Johnson Property as described herein and to the person of the undersigned or their successors or grantees from any cause, above set forth, whosoever be the owner of said real estate at the time of the occurrence of any such future damages, it being understood that the sum of Fifteen Hundred (\$1,500.00) Dollars shall operate as full satisfaction and payment for any damages allegedly sustained to said real estate and to the occupants thereof, which has occurred or which may at any time hereafter occur, by whomsoever said premises may be owned or occupied.

IT IS FURTHER UNDERSTOOD AND AGREED that, all words used herein that are in the plural should be construed to include the singular.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 5th day of October, 1972.



STATE OF OREGON)
County of Klamath) ss

Veranda Le Sueur
Mary Louise (Billie) Le Sueur

Subscribed and sworn to before me this 5th day of Oct, 1972

Kenner S. Smith
Notary Public for Oregon
My Commission expires:
My commission expires June 15, 1974

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of PACIFIC POWER & LIGHT CO
this 9th day of OCTOBER A. D. 1972 at 9:51 o'clock A.M., and duly recorded in
Vol. M 72 of DEEDS on Page 11456
FEE \$12.00

WM. D. MILNE, County Clerk
By James L. Vance

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SS

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