

98993

RETURN TO  
OREGON STATE HIGHWAY DIVISION  
RIGHT OF WAY SECTION  
119 TRANSPORTATION BLDG.  
SALEM, OREGON 97310

Highway Division  
File 53950-D

Vol. m89 Page 6178

ORIGINAL

## CLAIM RELEASE

THIS RELEASE, made and executed this 2<sup>nd</sup> day of June, 1988, by **RONALD RAY BOWERS** and **DANICE KAY BOWERS**, husband and wife, hereinafter referred to as "Bowers" to the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION, Highway Division**, hereinafter referred to as "State".

## WITNESSETH

## RECITALS:

1. WHEREAS, State by Land Sales Contract dated April 10, 1985 and recorded April 11, 1985, in Vol M 85, Page 5288, of Klamath County Deed Records, sold to Bowers, a parcel of land lying in the S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 11, Township 39 South, Range 9 East, W.M., Klamath County, Oregon, hereinafter called "premises".

2. WHEREAS, a claim has been made against State for "dry rot" damage to the house on premises.

3. WHEREAS, Bowers have agreed to accept the sum of 50 percent of the actual cost of repairing said house or \$3,000.00, whichever is less, as full and complete compensation for all loss, injury and damage to the house which they are purchasing from State caused by said dry rot condition, and State, for the purpose of settling said controversy, has agreed to pay Bowers the above-mentioned sum for a release of said claims for damages.

NOW, THEREFORE, in consideration of payment by State of 50 percent of the actual cost of the repairs for said dry rot damage or \$3,000.00 whichever is less, Bowers, do hereby release the State of Oregon, its Department of Transportation, its engineers, officers, agents and employees from any and all past, present and future claims they have or may hereafter have by reason of damage to the house Bowers are purchasing from State resulting from the dry rot damage thereto or otherwise.

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It is understood that State, by reason of agreeing to the payment of Bowers' claim, neither admits or denies liability of any sort with regards to the alleged damage to said house or in any way modifies Paragraph No. 10 of said contract dated April 10, 1985.

And we, the Bowers, hereby covenant to and with State, its successors and assigns, that we are purchasing said damaged house from State by contract dated April 10, 1985, that we have a legal and valid right to execute this release and that we will warrant and defend any and all other claims made against State arising from the alleged dry rot damage to said house.

Ronald Ray Bowers  
Ronald Ray Bowers

Danice Kay Bowers  
Danice Kay Bowers

APPROVED AS TO LEGAL SUFFICIENCY

Guthrie Carter  
Assistant Attorney General

Date 5-25-88

STATE OF OREGON, by and through  
its DEPARTMENT OF TRANSPORTATION,  
Highway Division

By Steven Green  
Steven Green, Right of Way Manager

STATE OF OREGON, County of Klamath

June 2, 1988. Personally appeared the above named Ronald Ray Bowers and Danice Kay Bowers, who acknowledged the foregoing instrument to be their voluntary act. Before me:



Franklin P. King  
Notary Public for Oregon  
My Commission expires 12/20/84

STATE OF OREGON, County of Marion

February 23, 1989. Personally appeared Steven Green, who being sworn, stated that he is the Right of Way Manager for the State of Oregon, Department of Transportation, Highway Division, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to him. Before me:

Violeta R. Calver  
Notary Public for Oregon  
My Commission expires 12-30-93

5/24/88  
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ael/s

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Dept. of Trans.-Hwy Div.  
of April A.D., 19 89 at 11:16 o'clock A.M., and duly recorded in Vol. M89 day  
of Deeds on Page 6178  
Evelyn Biehn County Clerk  
By Quentin M. Madsen

FEE \$13.00