

2014-011149

Klamath County, Oregon



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10/23/2014 01:55:35 PM

Fee: \$57.00

After recording, return to:

PacifiCorp
c/o Miller Nash LLP
111 S.W. Fifth Avenue, Suite 3400
Portland, Oregon 97204
ATTN: Joshua M. F. Sasaki

Returned to Counter
Richard S. Fawcett
Attorney at Law

MEMORANDUM OF AGREEMENT AND RESTRICTIVE COVENANT

Grantee: PacifiCorp, an Oregon corporation ("PacifiCorp")

and

Grantor: DHH Oregon Company, LC, an Iowa limited liability company ("DHH")

September 24, 2014

The Tax Account Numbers for the property subject to this instrument are: 3708-00000-01100-000; 3708-00000-01200-000; 3808-00000-00400-000; 3808-00000-00403-000; 3808-004CO-00101-000; 3808-004DO-00101-000; 3808-005DO-01000-000; 3808-00600-00100-000; 3808-00700-00101-000; 3808-00800-00100-000; 3808-00800-00201-000; 3808-009BO-01800-000.

Related to Prior Recordings: Vol. 158 Pg 183 No. 63953; Vol. 233-400 No. 42140; Recorded District Court of the United States Settlement *In Equity* No. E-8479, dated July 19, 1920 (the "1920 Stipulation")

Property Legal Description: Specific Parcels within Sections 28, 29, 31 – 33, Township 37 South, Range 8 East, Willamette Meridian, and Sections 4 – 9, Township 38 South, Range 8 East, Willamette Meridian, all in Klamath County, Oregon, as more specifically described on Exhibit A (the "Property").

1. Settlement Agreement. This Memorandum of Agreement is executed for recording in consideration of the settlement of claims, consideration paid, and the covenants and promises contained in that Settlement and Mutual Release agreement between PacifiCorp and DHH regarding the Property and attached as Exhibit B ("Settlement Agreement").

2. Successors and Assigns. The Settlement Agreement is binding on the Property and any owner as a real covenant and equitable servitude and is intended to be binding on DHH's successors, tenants, and assigns. This Agreement is for the sole benefit of the successors or assigns of PacifiCorp. Nothing contained herein shall be construed or deemed to constitute a dedication for any public use or purpose whatsoever.

3. Notices. Any notices or consents required or permitted by this Agreement shall be in writing and shall be deemed to have been given or made when actually received or if sent by

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certified mail, postage prepaid, return receipt requested, upon the earlier of actual receipt or five days after mailing, and addressed, as follows, unless such address is changed by written notice hereunder:

If to PacifiCorp:

Property Management
PacifiCorp
825 N.E. Multnomah St., Suite 1700
Portland, OR 97232


If to DHH or Hill Enterprises:
Attn: David Hill
1255 Jordan Creek Parkway
Waukee, IA 50263

4. Counterparts. This Agreement may be executed in any number of the counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.


IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date and year hereinabove written.

DHH OREGON COMPANY, LC

By: Hill Enterprises Company, its Sole Member

By: 
David Hill, President

PACIFICORP

By: 
Micheal Dunn, President & CEO of
PacifiCorp Energy, a division of PacifiCorp

State of IOWA, County of Dallas

This instrument was acknowledged before me this 18th day of September, 2014, by David Hill as President of Hill Enterprises Company, the Sole Member of DHH Oregon Company, LC.

Keri E. Paul
Notary Public for the State of Iowa



State of UTAH

County of Salt Lake

This instrument was acknowledged before me on September 24, 2014,
by Micheal Dunn, President & CEO of PacifiCorp Energy, a division of PacifiCorp.

Candace Turner

Notary Public -- State of Utah

My commission expires: Dec 19, 2016

(complete line above if notarial stamp does
not include expiration date of commission)

