

(b) The date when the control system now being installed in said aluminum plant for the control of said fumes, gases, and particulates is installed and is operating reasonably effectively, or

(c) The arrival of January 1, 1952, by reason of or in connection with the location, existence, or operation of said aluminum plant.

Covenant and agree that if Releasors prior to the occurrence of any one of the three events above specified in subparagraphs (a), (b), and (c) hereof, shall sell or contract to sell all or any part of said farm, farm lands, or real property hereinabove described, or if the Releasors being tenants thereof shall sublet any part of the leased premises or assign the lease covering the same, there shall be included in the conveyance of or contract to sell the same, or the subletting of the same, or assignment of lease of the same, a covenant and agreement similar in all respects to this paragraph 4 and which shall bind the vendee or vendees of said real property or any subtenant or assignee of lease of said real property, his or their heirs, personal representatives, and assigns, to all of the terms, conditions, and provisions of this paragraph 4, which covenant, terms, conditions, and provisions shall be and are expressly made a covenant or covenants running with said real property.

5. Agree to promptly notify Reynolds Metals Company in writing at its said Troutdale plant of any sale and all sales by Releasors after the date hereof of any or all of said cattle or dairy herd, specifying the name and address of any purchaser or purchasers thereof, the animals sold, the purchase price thereof, and the terms and conditions of such sale or sales.

6. Adopt, approve, and confirm the said Plan, agree to be bound by all the terms, conditions, and provisions thereof, and to execute and deliver any and all supplemental or additional releases required by and in said Plan.

7. This Release shall inure to the benefit of the United States of America, Reconstruction Finance Corporation, and Reynolds Metals Company, and each of them, their respective successors and assigns.

8. It is expressly understood and agreed that nothing herein contained shall be construed as an admission by the United States of America, Reconstruction Finance Corporation, or Reynolds Metals Company, or any of them, of any liability or responsibility to Releasors or to anyone else for any damages or injuries alleged or claimed to have been suffered by reason of the location, existence, or operation of said aluminum plant.

IN WITNESS WHEREOF, Releasors have hereunto set their hands and seals this 21st day of February, 1950.

Robert D. Ferguson (SEAL)

STATE OF OREGON)
COUNTY OF MULTNOMAH) SS

On this 21st day of February, 1950, before me, a notary public in and for said county and state, personally appeared the within named ROBERT D. FERGUSON to me known to be the identical individual described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this my certificate above written.

(Notarial seal affixed)

Alice Doos
Notary Public for Oregon

My commission expires May 6, 1950.

Filed for record May 16, 1950 at 10-45 a.m. by King, Wood, Miller & Anderson.