

WHEREAS, as of July 1, 1949, the United States of America agreed to sell said Aluminum plant to Reynolds Metals Company, and

WHEREAS, Reynolds Metals Company has operated said aluminum plant at various times subsequent to said agreement to sell to the day and date of these presents, and

WHEREAS, CHARLES G. DADE and PAULINE E. DADE, his wife (hereinafter designated "Releasors"), have occupied the following described real property:

The South half of the Northwest quarter and the North half of the Southwest quarter of Section Seven (7), Township One North, Range Five East of the Willamette Meridian, containing 160 acres, located in Skamania County, Washington.

known as the - farm and consisting of approximately 160 acres and have conducted thereon a general or dairying business, or livestock breeding and raising business, and

WHEREAS, it is claimed by Releasors that the operation of said aluminum plant by Reynolds Metals Company, as lessee and later as owner, generated certain fumes, gases, and particulates and caused the same to be deposited upon the lands above mentioned and owned or operated by Releasors, causing damage or injury to the grasses and crops and to cattle and other livestock upon said lands and to the milk and butterfat production of Releasors' dairy herd and to their business of breeding and selling dairy cattle, which claims are expressly denied by Reynolds Metals Company, and

WHEREAS, settlement and compromise of said claims, and other similar claims, has been agreed upon by and in that certain agreement of settlement contained in a letter dated December 23, 1949, and telegrams supplementary to said letter, dated January 31, 1950, and February 2, 1950, from Attorneys Schafer, Holbrook & Cronan of Portland, Oregon, to Reynolds Metals Company, which agreement has been accepted by Reynolds Metals Company and is hereinafter referred to as the "Plan," with which Plan and all of the terms, conditions, and provisions thereof, Releasors, and each of them, are thoroughly familiar, and

WHEREAS, Releasors have agreed to compromise, adjust, and settle the claims asserted by them upon the terms hereinafter and in said Plan set forth, now, therefore, this agreement

W I T N E S S E T H:

That Releasors, for and in consideration of the sum of \$1 and other good and valuable considerations to them in hand paid by the United States of America and Reynolds Metals Company, the receipt of which considerations is hereby acknowledged by Releasors, for themselves and each of them, their respective heirs, personal representatives and assigns, hereby:

1. Remise, release, and forever discharge the United States of America, Reconstruction Finance Corporation, and Reynolds Metals Company, and each of them, their respective officers, agents, or employees, successors or assigns, none of whom admits any liability but all of whom expressly deny such liability, of and from any and all actions and causes of action, suits and causes of suit, trespasses, damages, charges, expenses, claims, and demands of any kind or nature which have arisen or may arise at any time by reason of or in connection with the location, existence, or operation of said aluminum plant up to November 1, 1949, for damages or injuries to persons or property, both real and personal, owned or claimed by Releasors, or either of them, as owners, possessors, tenants, or less-ees of whatsoever kind or nature, whether known or unknown.

2. Agree to indemnify and hold harmless the United States of America, Reconstruction Finance Corporation, and Reynolds Metals Company, and each of them, and their respective officers, agents, employees, successors, or assigns from and against any and all actions and causes of action, suits and causes of suit, trespasses, damages, charges, expenses, claims and demands of any kind or nature of or by any and all persons, firms, or corporations