

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

owning or having any interest in the crops, grasses, livestock, or other personalty on said farm or farm lands or in the real estate hereinabove described as owned or operated by Releasors, or either of them, or in the business conducted by Releasors, or either of them, including mortgage liens, or otherwise, arising in connection with any claimed injury or damage occurring while Releasors have been the owners or in possession of said land after September 26, 1946, and before November 1, 1949.

3. Grant unto Reynolds Metals Company, its successors and assigns, a temporary easement, to the extent that Releasors may do so without breaching or becoming in default under any existing mortgage, contract, or any other agreement affecting said land, permitting said Reynolds Metals Company, its successors and assigns, the privilege, of and easement for the diffusion or precipitation of gases, fumes, and particulates from said aluminum plant over and across or upon the farm, farm lands, and real property hereinabove described, such easement to expire upon the first occurrence of any one of the three following events:

(a) Default of Reynolds Metals Company or the United States of America in the escrowing or payment of any monies by them, or either of them under said Plan,

(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.

4. Covenant and agree not to sue the United States of America, Reconstruction Finance Corporation, and Reynolds Metals Company, or any of them, or their respective officers, agents, 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 whatsoever that have arisen or may arise at any time from November 1, 1949, to the first occurrence of any one of the three following events;

(a) Default of Reynolds Metals Company or the United States of America in the escrowing or payment of any monies by them, or either of them, under said Plan,

(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