

PERMANENT RELEASE

This agreement, made this 14th day of September 1953,
between L. V. McMAHON, a widower, Grantor, and THE UNITED STATES OF
AMERICA, Grantee,

WITNESSETH:

That the Grantor, for and on behalf of himself, his heirs,
executors, administrators, successors, and assigns, for and in consider-
ation of the construction by the Grantee of earth dikes with the necessary
culverts and gates of standard design adopted on the Deschutes Project by
the Bureau of Reclamation, along the east and west banks of the Deschutes
River, at points mutually agreed upon and at a cost to the United States
of one thousand four hundred dollars (\$1,400), all pursuant to the Act
of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supple-
mentary thereto, and for the further consideration of the payment by
the Grantee to the Grantor of four hundred ninety-six dollars and three
cents (\$496.03) as full value for damages incurred during 1951 upon the
lands herein described, does hereby release and discharge the Grantee
from any and all liability for damages or claims of damage accruing prior
to the date of this contract, to the following-described land in Deschutes
County, Oregon, in which the Grantor has an interest:

Northwest quarter (NW $\frac{1}{4}$) and that part of the Southwest
quarter (SW $\frac{1}{4}$) lying west of the Deschutes River of Section
Seven (7), the West half of the West half (W $\frac{1}{2}$ W $\frac{1}{2}$) of Section
Eighteen (18) and the West half of the Northwest quarter
(N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Nineteen (19) all in Township Twenty (20)
South, Range Eleven (11) East, Willamette Meridian;

Northeast quarter (NE $\frac{1}{4}$) and the East half of the Southwest quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Thirteen (13) and that part of the Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) lying east of the Deschutes River and the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-four (24) all in Township Twenty (20) South, Range Ten (10) East, Willamette Meridian; or to any property thereon of whatsoever nature whether real, personal, or mixed;

which liability is in connection with or in any way resulting from flooding by reason of the release of water into the Deschutes River from the Wickiup Reservoir.

In further consideration hereof, the Grantor, for and on behalf of himself, his heirs, executors, administrators, successors, and assigns, does hereby release and discharge the Grantee from any and all liability for damages or claims of damage which might accrue after the date of this contract to any portion of the above-described land in which the grantor has an interest, which liability is in connection with or in anyway resulting from flooding by reason of the release of water into the Deschutes River from the Wickiup Reservoir as required for the normal irrigation and operation of the project. The required normal irrigation for the project is based on a reading not to exceed 7.50 on the gage designated by the Office of the State Engineer as Deschutes River station No. 3140, Peters Ranch. The Grantee, for additional permanency of said gaging station, does hereby agree to establish sea-level datum for the said gaging station.

In further consideration hereof, the Grantor, for and on behalf of himself, his heirs, executors, administrators, successors, and assigns, does hereby agree to repair and maintain the reclamation and diking works constructed by the Grantee pursuant to this agreement.

No liability for damages or claims of damage shall accrue against the Grantee by reason of any failure on the part of the Grantor to keep said works in repair.

This release and discharge and covenants contained herein shall be and operate as a covenant running with the above-described land for the benefit of the Grantee and its assigns and all property owned or acquired by the Grantee and its assigns in connection with the Deschutes Project, Oregon.

IN WITNESS WHEREOF, the Grantor above named has hereunto set his hand and seal the day and year first above written.

L. V. McMahon

STATE OF OREGON)
) : ss.
County of Deschutes)

On this 14th day of September 1953, before me,
Jay A. Moberly a notary public, personally
appeared L. V. McMahon known to me to be
the person whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.

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

Jay A. Moberly
Notary Public for Oregon
Residing at Bend, Oregon

My commission expires: March 24, 1956

