

14507

## AGREEMENT

11/11/76  
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1 This agreement made this 24 day of May, 1976 by and  
2 between Hugh Barnwell, Stringfield Lumber and Building Supply Com-  
3 pany by Hugh Barnwell, President, John Carsten Pedersen, and Huskey  
4 Structures, Inc. by John Carsten Pedersen, President, and in consi-  
5 deration of the mutual promises hereinafter stated do hereby agree:  
6

## I

7  
8 This agreement is intended to supercede any previous agree-  
9 ments of the parties hereto and specifically that certain agreement  
10 dissolving partnership dated the 15<sup>th</sup> day of March, 1976.

## II

11  
12 The partnership known as Huskey Structures with Hugh Barn-  
13 well and John Carsten Pedersen is hereby dissolved as of the first  
14 day of March, 1976.

## III

15  
16 Stringfield Lumber and Building Supply Company by Hugh  
17 Barnwell, President, hereby releases and forgives Huskey Structures,  
18 Huskey Structures, Inc., or John Carsten Pedersen for any and all  
19 debts or accounts payable to Stringfield owing or due as of this  
20 date, including but not limited to that certain account owed by  
21 Huskey Structures to Stringfield of \$20,000.00.

## IV

22  
23 Hugh Barnwell, individually, assumes and agrees to hold  
24 John Carsten Pedersen, Huskey Structures Inc. harmless from that  
25 certain debt owing to World Savings & Loan Association in the amount  
26 of \$8,000.00 as well as any accounts payable which may be owing to  
27 Stringfield Lumber and Building Supply Company.

## V

28  
SMITH & LEE  
ATTORNEYS AT LAW  
210 NORTH 4TH STREET  
KLAMATH FALLS, ORE.  
882-6607

AGREEMENT, Pg. 1

1 John Carsten Pedersen, Huskey Structures, and Huskey Struc-  
2 tures, Inc. by John Carsten Pedersen, President, hereby releases  
3 and forgives Stringfield Lumber and Building Supply Company from  
4 any accounts payable owing or due as of this date to them, including  
5 but not limited to that certain account owing to Huskey Structures  
6 of \$8,000.00.

## VI

7  
8 John Carsten Pedersen hereby agrees to convey to String-  
9 field Lumber and Building Supply Company that certain property known  
10 as the "Modoc property" a legal description of which is shown on  
11 Exhibit A attached hereto and by reference made a part hereof.

## VII

12  
13 John Carsten Pedersen hereby agrees to assume and hold  
14 Barnwell harmless from accounts payable to Champion Metal in the  
15 sum of \$5,246.49, an account payable to NuMix Concrete in the  
16 amount of \$3,573.52.

## VIII

17  
18 John Carsten Pedersen shall pay herewith the sum of  
19 \$4,000.00, the receipt of which is hereby acknowledged.

## IX

20  
21 Each of the parties hereto expressly agrees that this  
22 agreement settles any and all claims that any of the parties hereto  
23 may have against the other parties.

## X

24  
25 In the event of a breach of this agreement, the parties  
26 hereto agree that the Court may award to the prevailing party  
27 such reasonable attorney fees as may be just and proper under the  
28 circumstances.

1 John Carsten Pedersen 7626  
2 Huskey Structures, Inc.  
3 By John Carsten Pedersen

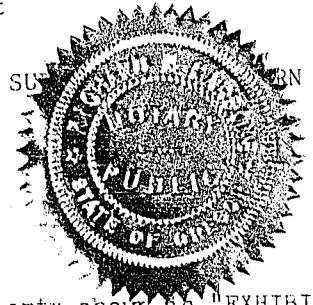
4 Hugh Barnwell Hugh Barnwell  
5 Stringfield Lumber and Building  
6 Supply Company by Hugh Barnwell,  
7 President

8 State of Oregon, County of Lane:  
9 We, John Carsten Pedersen, individually and as President  
10 of Huskey Structures, Inc., and Hugh Barnwell, individually and  
11 as President of Stringfield Lumber and Building Supply Company,  
12 being first duly sworn, depose and say that the foregoing  
13 Agreement is true as we verily believe.

14 John Carsten Pedersen John Carsten Pedersen  
15 Huskey Structures, Inc.  
16 by John Carsten Pedersen

17 Hugh Barnwell Hugh Barnwell  
18 Stringfield Lumber and Building  
19 Supply Company by Hugh Barnwell,  
20 President

21 SUBSCRIBED AND SWORN TO before me this 27 day of May,  
22 1976.



23 Richard N. Parsons  
24 NOTARY PUBLIC FOR OREGON  
25 My Commission Expires: July 20, 1977

26 Property shown in "EXHIBIT A" to be free of any liens or  
27 encumbrances as of the date of this agreement.

28 Hugh C. Barnwell John Carsten Pedersen  
Hugh C. Barnwell John Carsten Pedersen

SMITH & LEE  
ATTORNEYS AT LAW  
210 NORTH 4TH STREET  
KLAMATH FALLS, ORE.  
882-6607

7801

## EXHIBIT "A"

Beginning at the south east corner of the W 1/2 NW 1/4 SE 1/4 of section 15, township 36 south, range 7 E, of the Willamette Meridian, thence northerly along the east line of the W 1/2 NW 1/4 SE 1/4 of said section 15 a distance of 179.7 feet, thence North 89° 37 minutes west 630.3 feet, to a point on the easterly right of way line of the Dallas-California Highway which is south 4° 20 minutes east along said of right of way line, a distance of 1,800 feet from the north line of lot 14 in said section 15-, thence south 4° 20 minutes east 181.7 feet to the south line of the W 1/2 NW 1/4 SE 1/4 of said section 15., thence easterly along the said south line 509.7 feet to the point of beginning, being a portion of the W 1/2 NW 1/4 SE 1/4 of section 15, township 36, range 7, East Willamette Meridian. Subject to reservations and restrictions of record, easements and rights of way of record and those apparent on the land.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~at~~ 10:00this 26th day of May A. D. 1976 at 10:00 o'clock AM andduly recorded in Vol. M 76, of DEEDS on Page 7798

FEE \$ 12.00

Wm D. MILNE, County

By Hazel Drayle

Per: Jalen C. Pedersen  
1211 - Halton  
City