

25313

CROSS CONVEYANCE, AND COMPROMISE MUTUAL RELEASE AGREEMENT
made this 23rd day of October, 1974, between TINGLEY FARMS, INC.,
an Oregon Corporation, hereinafter called "Tingley" and SHIRLEY J.
WILSON, hereinafter called "Wilson";

W I T N E S S E T H:

WHEREAS, the parties hereto, and on or about April 12,
1974, entered into a property transaction, as a part of which Wilson
conveyed by Warranty Deed to Tingley the following real property
described in Exhibit "A"; and,

WHEREAS, the parties thereafter have had a disagreement
about the location of the North property line of the property described
in Exhibit "A"; and,

WHEREAS, the parties have reached an agreement involving
a trade of certain properties as more specifically set forth here-
after, in settlement of said dispute;

NOW THEREFORE, it is hereby agreed by and between the
parties as follows:

1. Wilson hereby conveys and warrants to Tingley the real
property more particularly described in Exhibit "B". Wilson warrants
that the same is free and clear of all encumbrances except as set forth
in paragraph three hereof.

2. Tingley hereby conveys and warrants to Wilson, the
real property described in Exhibit "C". Tingley warrants the same
to be free and clear of all encumbrances, except as set forth in
paragraph three hereof.

3. Each party warrants unto the other party that the
property conveyed each to the other is free and clear of all encum-
brances except as follows:

a. Reservations, restrictions, rights of way, ease-
ments of record, and those apparent on the land;

b. The assessment role and the tax role disclose that
within the described premises were specifically assessed as
farm use. If the land becomes disqualified for the special
assessment under the statute, an additional tax may be

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1 levied for the last five or lesser number of years in
2 which the land was subject to the special land use
assessment;

3 c. Regulations, including levies, assessments and
4 water and irrigation rights and easements for ditches and
canals, of Klamath Irrigation District;

5 d. Easement and right of way, including the terms
6 and provisions thereof, given by H. H. Fulsom, a single
7 man, to the Pacific Power and Light Company, dated May 9,
1944, recorded May 22, 1944, in Volume 165 at page 233;

8 e. Perpetual easement to operate and maintain a
9 drain as is now constructed, executed by H. H. Fulsom,
unmarried, to the United States of America, dated June 22,
1931, recorded June 23, 1931, in Volume 95 at Page 482;

10 f. Perpetual easement, including the terms and
11 provisions thereof, executed by H. H. Fulsom, unmarried
to the United States of America, dated April 30, 1931,
12 recorded May 8, 1931, in Volume 95 at page 225;

13 g. Reservation of an easement to take water from pond
14 for irrigation and livestock watering purposes and ease-
ment for ingress and egress to said pond as reserved by
George DeWoody Massey, et ux., in the deed recorded Nov-
15 ember 1, 1966 in M-66 at page 11457, Deed Records of
Klamath County Oregon.

16 h. Taxes which are lien but not yet payable for the
17 1974-1975 tax year for the County of Klamath.

18 4. Each party hereby releases the other from any and all
19 claims, actions, causes of action, or suits which one may have
20 against the other as a result of or related to the disagreement
21 relative to the North line of the real property described in
22 Exhibit "A". This release applies to all claims, whether now
23 existing or not, or whether now known or not known, and each party
24 acknowledges to the other party that this release by each to the
25 other is a release of a doubtful claim asserted by each other and
26 this agreement is a full compromise and settlement of said claim
27 by each party as against the other and not a recital.

28 5. In the event action or suit is taken by one party
29 against the other hereunder, the prevailing party shall have her
30 or its attorneys fees paid by the other party, including attorneys
31 fees at trial or an appeal to any and all appellate courts, all
32 of which shall be in amounts set by the courts as reasonable.

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6. This agreement shall bind and inure to the benefit of the heirs, assigns, and successors in interest of the parties.

7. That Exhibits "A" through "C" attached hereto are incorporated herein at the place herein to which reference thereto is made as though fully set forth at said place.

8. Further Assurances: Each party agrees with the other that he will do, execute and deliver whatever further acts, transfers, assignments, conveyances powers of attorney or assurances as the other reasonably shall require for better conveying, confirming and assuring to the other, all and singular, the property hereinabove conveyed by each party to the other. That, notwithstanding the foregoing, each party agrees with the other that this instrument shall be construed as a cross conveyance as well as a compromise and release agreement.

Dated on the day and date first above mentioned.

TINGLEY FARMS, INC.

By *L. A. Swerland*
President

By *David C. Elliott*
Secretary

Shirley J. Wilson
Shirley J. Wilson

STATE OF OREGON

County of Klamath

ss.

On this 23rd day of October, 1974, personally appeared L. A. Swerland and DAVID C. ELLIOTT who each being duly sworn to say that he is the President and the Secretary respectively of TINGLEY FARMS, INC; and that the seal affixed to the foregoing instrument is the corporate seal of said TINGLEY FARMS, INC., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that instrument to be its voluntary act and deed.

Before me:

Shirley Mary Vogel
Notary Public
My commission expires: 3-8-78

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1 STATE OF OREGON)
 2 County of Klamath) ss.

3 On this 31st day of October, 1974, personally appeared the
 4 above named Shirley J. Wilson, and acknowledged the foregoing instru-
 5 ment to be her voluntary act and deed.

6 Before me:



7 *Steven A. Smith*
 8 Notary Public for Oregon
 9 My Commission expires: 9/19/75

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The following described real property situate in
Klamath County, State of Oregon, to-wit:

The South 150 feet of the N 1/2 SE 1/4
NE 1/4 of Section 5, Township 40 South,
Range 9 East of Willamette Meridian.

EXHIBIT "A"

2514

A parcel of land situate in the NE $\frac{1}{4}$ of Section 5 T40S, R9E, W.M., Klamath County, Oregon being more particularly described as follows:

Commencing at the southeast corner N $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 5; thence N00°22'00"W along the east line of said Section 5, 150.00 feet; thence leaving said section line S89°48'00"W, 739.34 feet to the POINT OF BEGINNING for this description; thence N81°17'43"W along a fence, 25.39 feet; thence N79°48'21"W, along a fence, 172.97 feet to the end of fence; thence N78°54'42"W, 125.00 feet; thence NORTH to a point on the north line S $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 5; thence west along said north line to the northwest corner S $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence south along the west line E $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 5 to a point which is 150.00 feet north of the southwest corner N $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence S89°48'00"E, 580.66 feet to the point of beginning.

EXHIBIT "B"

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A parcel of land situate in the NE $\frac{1}{4}$ of Section 5, T40S, R9E, W. M., Klamath County, Oregon being more particularly described as follows:

Commencing at the southeast corner N $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 5; thence N00°22'00"W along the east line of said Section 5, 150.00 feet to the POINT OF BEGINNING for this description; thence leaving said section line S89°48'00"W. 739.34 feet; thence S81°17'43"E along a fence, 247.78 feet; thence N87°28'53"E along a fence, 176.47 feet; thence S88°12'35"E along a fence, 168.39 feet; thence N82°51'26"E along a fence and the easterly extension thereof, 151.09 feet to a point on the easterly line of said Section 5; thence N00°22'00"W along said section line, 18.80 feet to the point of beginning.

Excepting therefrom:

Any portion of the above described parcel lying within the limits of the Tingley Lane County Road right-of-way.

Ret: *Giacomini, Jones & Zomsky*
635 Main St.
Klamath Falls, Oregon 97601

EXHIBIT "C"

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 10th day of FEBRUARY A.D., 19 77 at 2:08 o'clock P M., and duly recorded in Vol. M 77, of DEEDS on Page 2509.

FEE \$ 21.00

WM. D. MILNE, County Clerk

By *Hazel Whang* Deputy