

## AGREEMENT



00013596200700012830030031

01/25/2007 08:17:06 AM

Fee: \$31.00

1/22/07  
MTT

THIS AGREEMENT the effective date of which is 19 day of December, 2006, between Daniel T. Mathis, hereinafter called "Dan," and Maralea Peacore, Trustee of Georgia C. Dehlinger and Clyde L. Dehlinger Trusts UTAD December 15, 1986, hereinafter called "the Trustee."

## RECITALS

1. WHEREAS, the parties have entered into certain negotiations in relation to the dissolution of Dan's marriage where such legal action is the case pending in the Circuit Court of Klamath County, Oregon, Mathis vs. Mathis, where Dan claims property owned or controlled by the Trustee as marital assets, and the Trustee denies such claim; and
2. WHEREAS, the Trustee owns real property in Klamath County, Oregon including the 40 acre parcel described as SE 1/4 SE 1/4 and the portion of the SW 1/4 SE 1/4 lying easterly of Hill Road, all in Section 5, Township 40 South, Range 10 E.W.M. ("40 Acre Parcel"); and
3. WHEREAS, in order to settle the dispute, the parties have entered into this agreement to settle this dispute, where such agreement is full and final resolution of Dan's claim regarding property the Trustee owns or has an interest in; and
4. WHEREAS, as part of such settlement agreement, the Trustee agrees to deed certain real property, two 5 acre parcels ("Dan's Parcels") that are part of the 40-acre parcel, and which are the northerly two parcels, located along the northern boundary of the property, and which shall be surveyed according to the attached map.

## AGREEMENTS

1. In consideration of the settlement of the dispute, and the mutual covenants contained herein, the parties agree that the Trustee shall, by bargain and sale deed, transfer Dan's Parcels to Dan, where such parcels shall be free and clear of any mortgages or liens, but subject to liens and restrictions common to other real property in the area, and those apparent upon the land.
2. Said transfer shall take place upon the completion of land use proceedings that may be required. Either party may initiate such proceedings. If land use proceedings are initiated for the full 40 acres, Dan shall pay his pro-rata share of the costs. If the land use proceedings are only to separate Dan's parcel, Dan shall pay all the costs. The survey costs shall be paid 50%-50% by the parties.

3. It is agreed that the land use planning procedures are anticipated to allow a single procedure to allow transfer of Dan's Parcels to Dan including the creation of a third, or more, parcel or parcel (anticipated to remain as the Trustee's property). It is also agreed that the Trustee has instituted what is known as an Oregon Measure 37 claim, including as regards the 40 Acre Parcel, which claim is pending at the state level. Both parties agree to cooperate in and prosecute such claim, including at state and county governments, with the goal that both parties may obtain benefit from successful assertion of such Measure 37 claim or claims. It is recited that such benefit, if any, may be in the form of land use possibilities such as smaller lot sizes. Such benefits to the land shall benefit Dan's if so allowed by law.
4. It is agreed that the terms of this agreement represent full and final settlement of any and all disputes related to Dan's claims to any property or any other asset, accounting or otherwise as regards property owned, controlled or claimed by the Trustee. The Trustee does not admit liability as claimed but agrees to this transfer of real property and the terms herein in order to completely and finally settle a dispute. Both parties agree that this agreement fully and finally settles any claims that either party may have against the other in relation to the dissolution of Dan's marriage or otherwise.
5. This agreement is binding upon the immediate parties hereto, their successors, assigns and personal representatives.

IN WITNESS WHEREOF, the Parties hereto have set their hands.

DAN:

*Dan T. Mathis*

TRUSTS, by:

*Maralea Dehlinger Trustee*  
Trustee

STATE OF OREGON

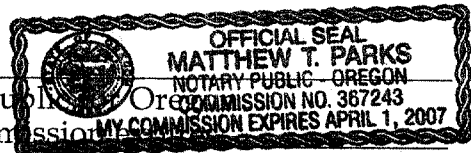
] ss.  
]

County of Klamath

On this 22<sup>nd</sup> day of January, 2007, personally appeared before me the above-named Daniel T. Mathis and acknowledged the above to be his voluntary act and deed.

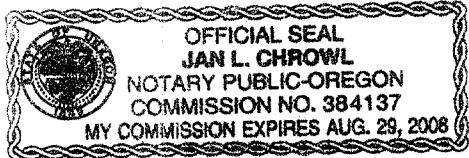
1/22/07  
MTPA

Notary Public  
My Commission



STATE OF OREGON            ]  
  ]ss.  
County of KLAMATH        ]

On this 19 day of December, 2006 personally appeared before me the above-named Maralea Peacore, Trustee of Georgia C. Dehlinger and Clyde L. Dehlinger Trusts UTAD December 15, 1986, and acknowledged the above to be her voluntary act and deed, and under her authority as Trustee.



Jan L. Chrowl  
Notary Public for Oregon  
My Commission expires: 8-29-08