

*MC 13095-K*

AGREEMENT FIXING BOUNDARY, dated as of the last date set opposite the signatures of the parties hereto, between FRUIT GROWERS SUPPLY COMPANY, a corporation (herein called "Fruit Growers"), and ROGER L. THORNE and NANCY ANN THORNE, husband and wife (herein called "Thorne");

W I T N E S S E T H:

I. RECITALS: The parties recite as follows:

A. Fruit Growers is the owner of the following described real property (hereinafter called "Subject Property") situate in Klamath County, Oregon, to-wit:

PARCEL 1: A parcel of land situated in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 29, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the brass cap marking the Northwest corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 29, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, thence East 454.67 feet to an existing fence line; thence South 350.00 feet; thence West 143.00 feet; thence South 940.00 feet; thence West 307.67 feet to the West line of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ ; thence North 00°30'39" West 1294.83 feet to the point of beginning with bearings based on Map of Survey dated November, 1983.

PARCEL 2: A parcel of land situated in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 29, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 29, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon; thence East 454.67 feet to an existing fence line, said point being the true point of beginning of this description; thence along said fence line, South 59°06'13" East 224.21 feet; thence South 41°52'09" East 123.82 feet; thence South 44°08'21" East 191.31 feet; thence South 55°50'27" East 78.96 feet; thence South 65°02'13" East 86.29 feet; thence North 89°52'58" East 87.35 feet; thence North 83°58'37" East 248.35 feet to a point on the East line of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ ; thence along said East line South 00°05'51" East 907.53 feet to the South line of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ ; thence South 89°13'31" West along said South line 1331.20 feet to the West line of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ ; thence North 00°30'39" West 30.00 feet; thence East 307.67 feet; thence North 940.00 feet; thence East 143.00 feet; thence North 350.00 feet, more or less, to the point of beginning with bearings based on Map of Survey dated November, 1983.

TOGETHER WITH THE FOLLOWING APPURTENANT EASEMENTS:

1. An easement recorded June 8, 1978, in Volume M-78, Page

83 NOV 27 PM 3 09

PR  
 \*\* 6. An easement recorded August 3, 1979, in Volume M-79, Page 18478, Microfilm Records of Klamath County, Oregon.

12223 and rerecorded June 28, 1978, in Volume M-78, Page 13889, Microfilm Records of Klamath County, Oregon.

2. An easement recorded August 9, 1979, in Volume M-79, Page 19038 and rerecorded May 4, 1982, in Volume M-82, Page 5557, Microfilm Records of Klamath County, Oregon.

3. An easement recorded March 4, 1980, in Volume M-80, Page 4115, Microfilm Records of Klamath County, Oregon.

4. An easement recorded July 25, 1983, in Volume M-83, Page 11798, Microfilm Records of Klamath County, Oregon.

PR  
 5. An easement recorded March 4, 1980, in Volume M-80, Page 4113, Microfilm Records of Klamath County, Oregon. (See 6 above)  
 B. Thorne is the owner of the real property situate in Klamath County, Oregon, described in deed recorded in Vol. M-79, Page 19038, Microfilm Records of Klamath County, Oregon (hereinafter called "Thorne Property") adjoining the Subject Property on the south.

C. A survey has been made of the Subject Property which is set forth in the Map of Survey attached as Exhibit "1".

D. The parties desire to fix the true southerly boundary of the Subject Property adjacent to the Thorne Property as the call line set forth in the attached Map of Survey so that the call line on the Map of Survey is the common boundary line between the Subject Property and the Thorne Property.

II. AGREEMENT: The parties agree as follows:

A. The parties accept the southerly call line on the Map of Survey as the true southerly boundary line of the Subject Property and as the true common boundary line between the Subject Property and the Thorne Property. In addition, each party will hereafter respect such boundary line so shown, and hereupon agreed upon, in order that each will be able to plan and undertake improvements without notice to the other.

B. Each party agrees to execute whatever further acts, transfers, assignments, conveyances, powers of attorney or assurances as shall reasonably be required for better conveying and confirming the true agreed southerly boundary line of the Subject Property.

C. Thorne acknowledges that this Agreement has been prepared by Giacomini, Jones & Associates, Attorneys at Law, A Professional Corporation, on behalf of Fruit Growers, does not consider the services of Giacomini, Jones & Associates, in connection with the preparation of this Agreement to create any conflict of interests, and has, at all times, been free to consult with independent counsel.

D. All words used in the plural number shall extend to and include the singular. All words used in the singular number shall extend to and include the plural. All words used in any gender shall extend to and include all genders. All exhibits attached hereto are incorporated into this Agreement as though fully set forth at the place in this Agreement at which reference to them is made. This Agreement shall be governed by the laws of the State of Oregon regardless of where executed. This Agreement shall be binding upon the parties, their heirs, executors, administrators,

successors-in-interest, pledgees, encumbrancers, or assigns (both voluntary and by operation of law.

Signed on the date set opposite the signatures of the parties hereto; the corporate party having executed the same through its duly authorized employee.

DATE

11/18/8311/22/8311/22/83

SIGNATURE

FRUIT GROWERS SUPPLY COMPANY, a  
corporation

By: Paul E. Rooney

Authorized Agent

Roger L. Thorne  
ROGER L. THORNENancy Ann Thorne  
NANCY ANN THORNE

STATE OF OREGON, County of Klamath ) ss: November 18, 1983

Personally before me appeared Paul E. Rooney who, being duly sworn, did say that he is the Authorized Agent of FRUIT GROWERS SUPPLY COMPANY, a California corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

(SEAL)

Kristi L. Garrison  
NOTARY PUBLIC FOR OREGONMy Commission Expires: 6/19/87

STATE OF OREGON, County of Klamath ) ss: November 22, 1983

Personally before me appeared the above named ROGER L. THORNE and NANCY ANN THORNE and acknowledged the foregoing instrument as their voluntary act and deed.

(SEAL)

Kristi L. Garrison  
NOTARY PUBLIC FOR OREGONMy Commission Expires: 6/19/87

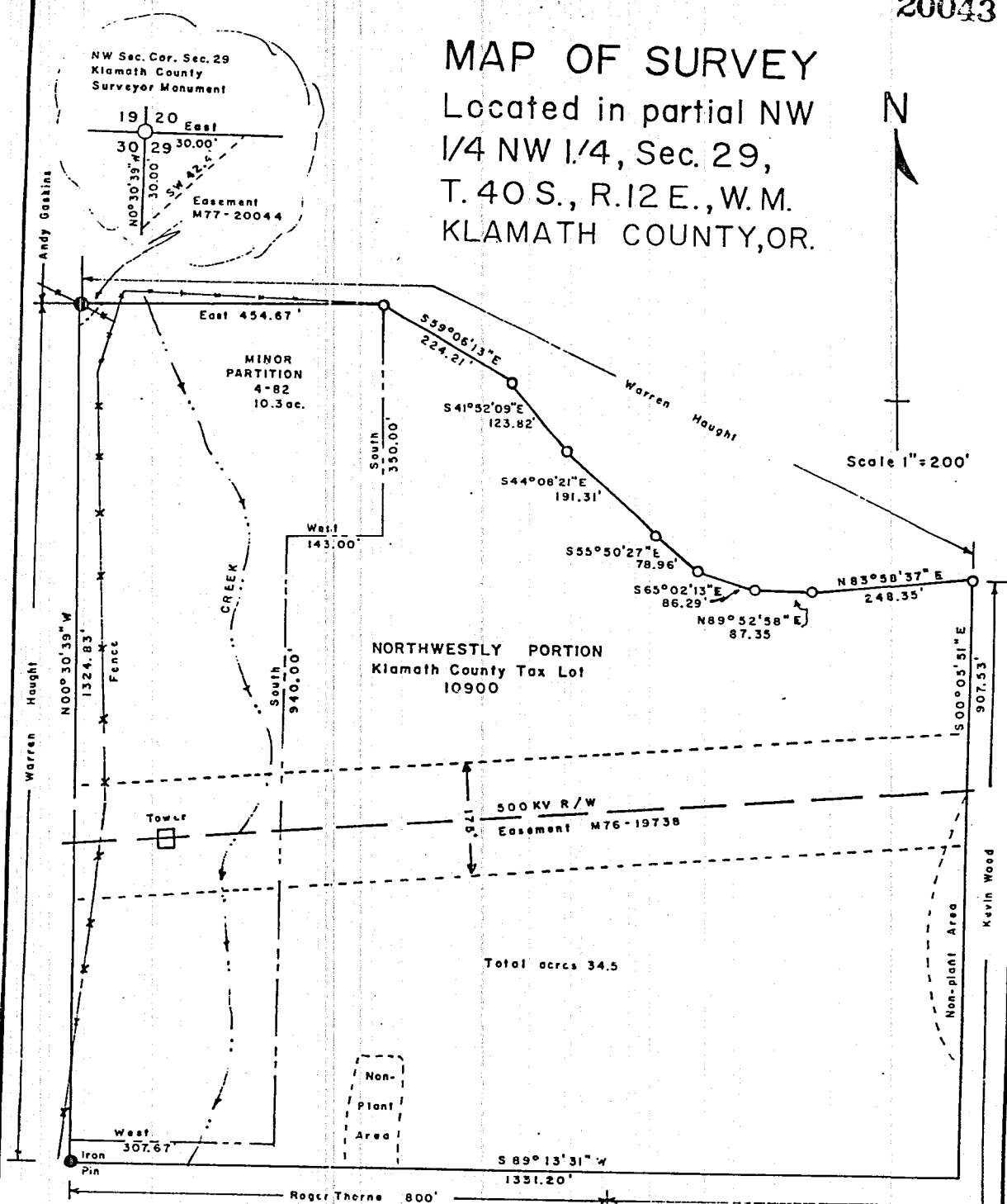
20043

# MAP OF SURVEY

Located in partial NW  
1/4 NW 1/4, Sec. 29,  
T. 40 S., R. 12 E., W. M.  
KLAMATH COUNTY, OR.

N

Scale 1"=200'



EASEMENTS  
M82-5557  
M78-13889  
M80-4115, m79-18478  
M80-4113, m83-11798  
Access Malin Bonanza Road

"Minor Partition 4-82 is not totally correct and should not be used as a reference to this plat or survey."

STATE OF OREGON, )  
County of Klamath )  
Filed for record at request of

RETURN:

FRUIT GROWERS Supply Co.  
STAR ROUTE 440  
HILL, CA 96044

On this 22nd day of Nov. 1983  
at 3:09 o'clock P M, and duly  
recorded in Vol. M83 of Deeds  
Page 20040  
By EVELYN BIEHN, County Clerk  
By Pam Smith, Deputy  
Fee 16.00