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Vol. 182 Page 20044

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 WARREN W. HAUGHT, JR. and ANNA HAUGHT, husband and wife (herein called "Haught");

W I T N E S S E S:

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

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2. An easement recorded March 4, 1980, in Volume M-80, page 4113, Microfilm Records of Klamath County, Oregon.

3. 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.

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

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

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

7. Haught is the owner of the real property situate in Klamath County, Oregon, described in deeds recorded in Vol. M-77, Page 20049, and Vol. M-79, Page 18479, Microfilm Records of Klamath County, Oregon (hereinafter called "Haught Property") adjoining the Subject Property on the west and the north.

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 survey discloses that the fences constructed along the westerly side and a portion of the northerly side of the Subject Property are not true boundary line fences of the Subject Property and the Haught Property.

E. The parties desire to fix the true westerly and northerly boundaries of the Subject Property adjacent to the Haught Property as the call lines set forth in the attached Map of Survey so that the call lines on the Map of Survey are the common boundary lines between the Subject Property and the Haught Property.

II. AGREEMENT: The parties agree as follows:

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

B. Fruit Growers may, at any time after the date hereof, at Fruit Grower's expense, erect and maintain such fence, or fences, along the agreed true westerly and northerly boundary lines of the Subject Property.

C. 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 agreed true westerly and northerly boundary lines of the Subject Property.

D. Haught 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.

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E. 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

11/18/8311/21/8311/21/83

SIGNATURE

FRUIT GROWERS SUPPLY COMPANY, a corporation

By:

Authorized Agent

Warren W. Haught, Jr.

WARREN W. HAUGHT, JR.

Anna Haught

ANNA HAUGHT

BY:

Warren W. Haught, Jr.

WARREN W. HAUGHT, JR., Her Attorney-In-Fact

STATE OF OREGON, County of Klamath) ss:

Personally before me appeared November 18, 1983
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.

Kristi L. Garrison

NOTARY PUBLIC FOR OREGON

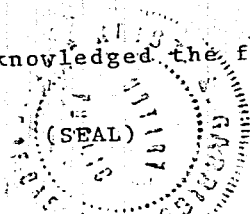
My Commission Expires:

6/19/87

STATE OF OREGON, County of Klamath) ss:

Personally before me appeared the above named WARREN W. HAUGHT JR. and November 21, 1983

acknowledged the foregoing instrument as his voluntary act and deed.



Kristi L. Garrison

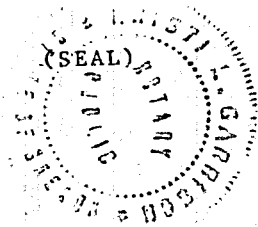
NOTARY PUBLIC FOR OREGON

My Commission Expires: 6/19/87

STATE OF OREGON, County of Klamath) ss:

November 21, 1983

Personally before me appeared WARREN W. HAUGHT JR., who being sworn, stated that he is the attorney-in-fact for ANNA HAUGHT, and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be their voluntary act and deed.

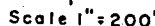


Kristi L. Garrison

NOTARY PUBLIC FOR OREGON

My Commission Expires: 6/19/87

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

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

on this 22 day of Nov. A.D. 19 83
at 3:09 o'clock P M, and duly
recorded in Vol. M83 of Deeds
age 20044 Nov. 1983

NOV 1983
EVELYN BIEHN, County Clerk
By *Patricia Smith* Deputy
Fee 20.00

RETURN:
FRUIT GROWERS Supply, Co
STAR ROUTE 440
HKT CA 96044