

2001 FEB -1 PM 3:19 MAC 1396-2469

BOUNDARY LINE AGREEMENT Made the last date set opposite the signatures of the parties hereto, between O'CONNOR LIVESTOCK CO., an Oregon Corporation, and DAVID W. CHUBB,

Vol MQ1 Page 4204

WITNESSETH

I. **RECITALS:** The parties recite as follows:

A. Ownership of Real Property: O'CONNOR LIVESTOCK COMPANY, AN OREGON CORPORATION, is the owner of Parcel 2 of Land Partition 16-97, and the SE1/4 of the NE1/4 and the NE1/4 of the SE 1/4 of Section 27, Township 40 South, Range 9, E.W.M., Klamath County, Oregon; and DAVID W. CHUBB is the owner of ~~the~~ SW1/4NE1/4 and a portion of the W1/2SE1/4 of Section 27 South Range 40 South, Range 9 E.W.M., Klamath County, Oregon, lying Northerly of Lower Lake Road.

B. Survey: O'Connor Livestock Company, an Oregon Corporation had a Land Partition prepared being Land Partition 16-97 by **Adkins Consulting Engineers** and desires to enter into a Property Line Agreement to adjust the West Lot line of Parcel 2 of Land Partition 16-97 and the West line of the SE1/4 of the NE1/4 and the NE1/4 of the SE1/4 of Section 27, Township 40 South Range 9 E.W.M., Klamath County, Oregon be the existing wire fence separating the parcels. O'Connor shall own all the real property lying Easterly of said existing wire fence and Chubb shall own any and all real property along said line lying Westerly of said existing wire fence. David W. Chubb does hereby through this Boundary line Agreement grant, bargain, sell and convey to O'Connor Livestock, an Oregon Corporation all that real property lying Easterly of the existing wire fence and O'Connor Livestock Company, an Oregon Corporation does hereby grant, bargain, sell and convey to David W. Chubb all that real property lying Westerly of the existing wire fence.

C. Establishment of Boundary Line: The parties desire to establish the boundary line between their respective real properties according to the existing wire fence between the parcels.

II. **AGREEMENT:** The parties agree as follows:

A. Survey Legal Description: The legal description of the common boundary line between the respective real properties of the parties is as follows:

The boundary line of the two parcels shall be the existing wire fence separating the two parcels and all parties agree that the fence line has not been surveyed but the parties have agreed to the common boundary.

B. Common Boundary Line: O'CONNOR LIVESTOCK COMPANY, AN CORPORATION, and DAVID W. CHUBB, hereby accept the existing fence line as the real property boundary and agree this instrument shall inure to the benefits of, and be binding upon, the respective heirs, executors, administrators, personal representatives, assigns or successors in interest of each party.

DATE

1-31-01

SIGNATURE

by- *John M O'Connor*
O'CONNOR LIVESTOCK COMPANY

by-
O'CONNOR LIVESTOCK COMPANY

21-01

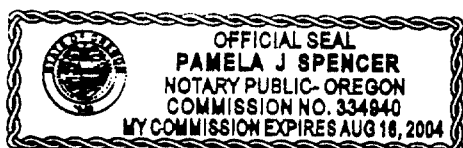
David W Chubb
David W. Chubb

Refused: Amant He

State of Oregon)
County of Klamath) ss.

1/31/, 2001

Personally appeared before me the above named John M O'Connor
as President of O'Connor Livestock Company, an Oregon
Corporation, and acknowledged the foregoing instrument to be their
voluntary act and deed.

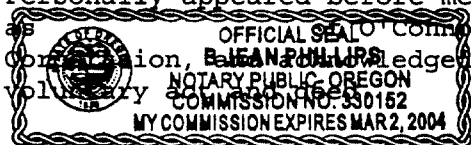


Pamela J. Spencer
Notary Public for Oregon
My Commission Expires: 8/16/2004

State
County of Klamath) ss.

2-1, 2001

Personally appeared before me the above named David W Chubb
as President of O'Connor Livestock Company, an Oregon and acknowledged
the foregoing instrument to be his
voluntary act and deed.



David W Chubb
Notary Public for Oregon
My Commission Expires: _____

State of Oregon)
County of Klamath) ss.

_____, 2001

Personally appeared before me the above named David W. Chubb
and acknowledged the foregoing instrument to be his voluntary act
and deed.

Notary Public for Oregon
My Commission Expires: _____

State of Oregon)
County of Klamath) ss.

_____, 2001

Personally appeared before me the above named _____
_____ and acknowledged the foregoing instrument to be her voluntary
act and deed.

Notary Public for Oregon
My Commission Expires: _____

State of Oregon)
County of Klamath) ss.

_____, 2001

Personally appeared before me the above named _____,
_____ and acknowledged the
foregoing instrument to be her voluntary act and deed.

Notary Public for Oregon
My Commission Expires: _____

State of Oregon)
County of Klamath) ss.

_____, 2001

Personally appeared before me the above named _____
_____ and acknowledged the foregoing
instrument to be his voluntary act and deed.

Notary Public for Oregon
My Commission Expires: _____

KLAMATH

SCALE 1:9600



RECEIVED
JUN 29 1998
DEPT. OF REVENUE
STATE OF OREGON

SEE MAP 40 09 28

SEE MAP 40 09

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY.

SECTION 27 140S. R.09E. W.M.

KLAMATH COUNTY

T-400

SEE MAP 40 09

22

23

28

27

300

77.85 AC.

200

805.20 AC.

100

80.00 AC.

27

26

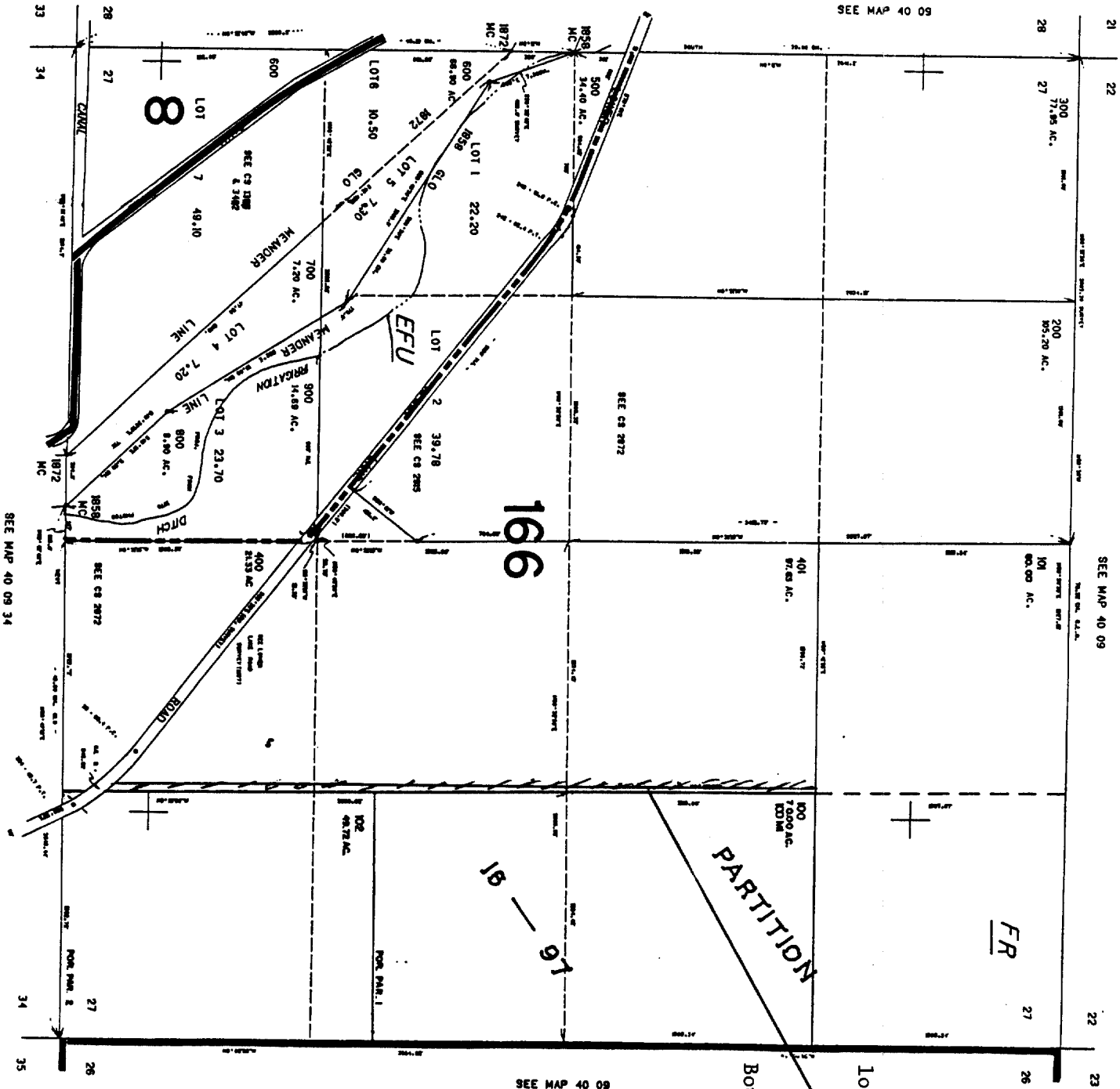
existing
lot line
being
subject of
Boundary Line
Agreement

166

16-91

PARTITION

FR



State of Oregon, County of Klamath
Recorded 02/01/01, at 3:19 p. m.
In Vol. M01 Page 4204
Linda Smith,
County Clerk Fee\$ 31.00

40 09 27

40 09 27

144,000

SEE MAP 40 09

SEE MAP 40 09 34

40 09 27