

After recording return to:

Douglas E. Hojem
P. O. Box 218
Pendleton, Oregon 97801

Boundary Line and Fence Agreement

RECITALS:

1. Frank J. Jankunis and Sue J. Jankunis, William Norgren and Marie Norgren, and Francis A. Browning and Dona M. Browning, own adjoining parcels of land in Section 8, Township 8 South, Range 25 East, Willamette Meridian, in Wheeler County, Oregon.

2. Fence lines in the area of the parties' respective properties have not been erected upon the legal boundaries.

3. The parties desire to clarify that said fence lines are not intended to separate the parties legal ownerships, and to waive any claims that any of the parties may have against each other for adverse possession.

IT IS, THEREFORE, AGREED:

1. Frank and Sue Jankunis are the owners of the following described lands, free and clear of any claim of the others for adverse possession, or otherwise:

That portion of the Northeast Quarter of the Southwest Quarter of Section 8, Township 8 South, Range 25 East, W.M., lying Easterly and Southerly of the Kahler Basin County Road No. 3, and that portion of the Northwest Quarter of the Southwest Quarter of Section 8, Township 8 South, Range 25 East, W.M., lying Easterly and Southerly of the said Kahler Basin County Road No. 3, a parcel of land also known as Parcel 2, Land Partition No. 97-08, Wheeler County, Oregon.

2. William Norgren and Marie Norgren are the owners of the following described lands, free and clear of any claim of the others for adverse possession, or otherwise:

The East Half of the Northwest Quarter, the Northeast Quarter, and the North Half of the Southeast Quarter of Section 8, Township 8 South, Range 25 East, Willamette Meridian.

3. Francis A. Browning and Dona M. Browning are the owners of the following described land, free and clear of any claim of the others for adverse possession or otherwise:

The Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 8, Township 8 South, Range 25 East, Willamette Meridian.

4. Where the Jankunis property and the Norgren property, as described above, abut, the correct and true boundary line is the line separating the Southeast Quarter of the Northwest Quarter from the Northeast Quarter of the Southwest Quarter of said Section 8, and the line separating the Northwest Quarter of the Southeast Quarter from the Northeast Quarter of the Southwest Quarter of said Section 8.

5. Where the Jankunis property and the Browning property, as described above, abut, the correct and true boundary line is the line which separates the Northeast Quarter of the Southwest Quarter from the Southeast Quarter of the Southwest Quarter of said Section 8.

6. Where the Norgren property and the Browning property, as described above, abut, the correct and true boundary line is the line separating the Northwest Quarter of the Southeast Quarter, from the Southwest Quarter of the Southeast Quarter of said Section 8.

7. The parties agree that all fences on any of their respective properties within the vicinity of the boundaries above described, were erected, and continue to be in place, for convenience purposes only and not for the purposes of marking, establishing, or evidencing, the true and actual boundaries of the parties' respective properties. It is further agreed that no possession or use on either side of said fences has been adverse for purposes of the acquisition of title by adverse possession.

8. The parties hereby permanently waive any right that any one of them may have had to make any claim against each other for adverse possession or a prescriptive easement onto each other's lands as described above. The parties agree that the above legal descriptions are permanently binding and conclusive as to the true and actual ownership of the parties' respective lands as described above.

9. The continued existence of the existing fences which pursuant to Paragraph 7 hereof are declared to be convenience fences

shall be by permission. Each party hereto shall retain and have the right to remove any convenience fences which exist on that party's property, however, the party which removes any such convenience fence shall have the obligation to immediately replace the convenience fence with a quality cattle fence on the actual boundary, which boundary shall be established by a licensed professional surveyor. Nothing stated within this paragraph shall constitute a waiver of any party to dispute another party's survey for the establishment of a boundary fence. Nothing stated herein shall preclude any of these parties from agreeing in writing to the replacement of a convenience fence without a survey being done, but in which case any fence that is erected without a survey shall be by written agreement of all parties whose boundaries are affected, shall not be a true boundary fence, and shall remain a convenience fence subject to removal pursuant to the terms hereof.

10. This agreement is binding upon the successors and assigns of the parties hereto. This agreement is permanent and irrevocable.

DATED this 18 day of Dec, 2002.

Frank Jankunis
Frank Jankunis

Sue Jankunis
Sue Jankunis

William Norgren
William Norgren

Marie Norgren
Marie Norgren

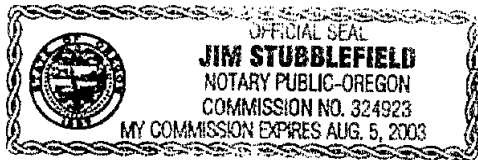
Francis A. Browning
Francis A. Browning

Dona M. Browning
Dona M. Browning

STATE OF OREGON)
) ss.
County of Grant)

December 18, 2002.

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

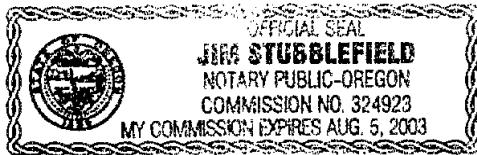


Jim Stubblefield
Notary Public for Oregon
My Commission Expires: 8/5/03

STATE OF OREGON)
) ss.
County of Grant)

December 18, 2002.

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

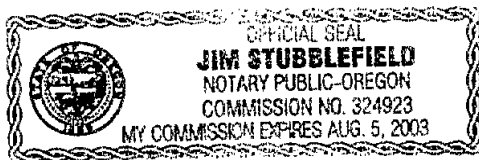


Jim Stubblefield
Notary Public for Oregon
My Commission Expires: 8/5/03

STATE OF OREGON)
) ss.
County of Grant)

December 18, 2002.

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

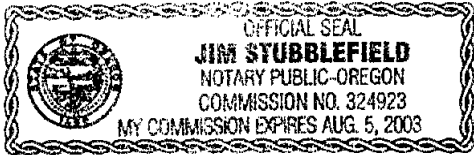


Jim Stubblefield
Notary Public for Oregon
My Commission Expires: 8/5/03

STATE OF OREGON)
County of Grant) ss.

December 18, 2002.

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



Jim Stubblefield
Notary Public for Oregon
My Commission Expires: 8/5/03

STATE OF OREGON)
County of Wheeler) ss.

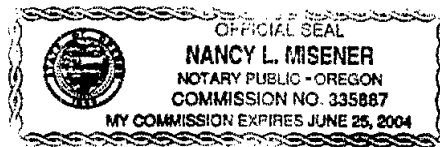
December 18, 2002.

Personally appeared before me the above-named Francis A. Browning and acknowledged the foregoing instrument to be his voluntary act and deed.

Nancy L. Misener
Notary Public for Oregon
My Commission Expires: 6-25-2004

STATE OF OREGON)
County of Wheeler) ss.

December 18, 2002.



Personally appeared before me the above-named Dona M. Browning and acknowledged the foregoing instrument to be her voluntary act and deed.

Nancy L. Misener
Notary Public for Oregon
My Commission Expires: 6-25-2004



DEED
020518

STATE OF OREGON
County of Wheeler

I hereby certify
that the within was
received and duly
recorded in Wheeler
County records.

BARBARA S. SITTON
WHEELER COUNTY CLERK

2002 DEC 24 A 11: 06

BY Roberto C. Cline DEPUTY

Fee 51.00

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