

✓ MARIUKIAN, SCARDALLO & ALLING
P.O. Box 55
ZEPHYR COVE, NV 89448

A G R E E M E N T

THIS AGREEMENT made and entered into this 6-11/ day of July, 1988, by and between STEPHEN H. BOURNE and NELGENE H. BOURNE, husband and wife, hereinafter referred to as "Bourne", without regard to gender or number, and WILLIAM H. RICKARDS and JUDITH RICKARDS, husband and wife, hereinafter referred to as "Rickards", without regard to gender or number,

W I T N E S S E T H:

WHEREAS, Bourne is the owner of that certain part and parcel of real property commonly known as Lot 14, Block A, Round Hill Village, Unit No. 2, APN 05-322-03 (the Bourne Parcel), situate in the County of Douglas, State of Nevada; and

WHEREAS, Rickards is the owner of that certain part and parcel of real property commonly known as Lot 15, Block A, Round Hill Village, Unit No. 2, APN 05-322-04 (the Rickards Parcel), situate in the County of Douglas, State of Nevada; and

WHEREAS, the Bourne Parcel and the Rickards Parcel share a common boundary; and

WHEREAS, there currently exists a fence on the Rickards' Parcel; and

WHEREAS, it is the desire of both parties hereto to acknowledge that said fence does not establish the property line and enter into an agreement regarding the true boundary line between the parcels and the maintenance and repair of said fence line,

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NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration of which is hereby acknowledged, the parties hereto do hereby agree as follows:

I

ACKNOWLEDGMENT OF TRUE BOUNDARY

The true boundary line between the Bourne Parcel and the Rickards Parcel is as shown on that certain map, entitled Round Hill Village, Unit No. 2, as recorded in the Official Records of the County of Douglas, State of Nevada, in Book 34, at Page 133. All parties hereto expressly acknowledge that the current fence (approximately 68 feet in length) on the Rickards property is set back approximately 8 feet from the true property line as more particularly set forth on Exhibit "A" attached hereto and incorporated herein by reference. All parties hereto expressly acknowledge that the location of the fence is not to be construed as an attempt by Bourne or an acquiescence by Rickards in the relocation or modification of the property line.

II

GRANT OF FENCE EASEMENT

Rickards, as the owner of the Rickards Parcel, hereby grants to Bourne, as the owner of the Bourne Parcel, an easement over and across the Rickards parcel to maintain, repair and replace the existing fence, including the installation of vinyl or wooden slats thereon together with the right to install an additional fence approximately 8 feet in length perpendicular to the existing fence in an east - west direction as more particularly shown as a dashed

line on Exhibit "A". Bourne covenants that they will not place any impervious surface coverage within the fence easement area other than the fence itself.

III

BINDING EFFECT

This Agreement shall be deemed to run with the land and shall bind both the Rickards Parcel and the Bourne Parcel.

DATED the day and year first above written.

BOURNE:

By *Stephen H. Bourne*
STEPHEN H. BOURNE

By *Melgene H. Bourne*
MELGENE H. BOURNE

RICKARDS:

By *William H. Rickards*
WILLIAM H. RICKARDS

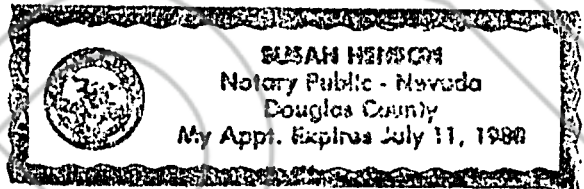
By *Judith Rickards*
JUDITH RICKARDS

STATE OF NEVADA)
 : SS.
County of Douglas)

On this 7th day of July, 1988, personally appeared before me, the undersigned Notary Public in and for the County and State aforesaid, STEPHEN H. BOURNE and NELGENE H. BOURNE, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Susan Henson
NOTARY PUBLIC



STATE OF NEVADA)
 : SS.
County of Douglas)

On this 5th day of July, 1988, personally appeared before me, the undersigned Notary Public in and for the County and State aforesaid, WILLIAM H. RICKARDS and JUDITH RICKARDS, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Laurie Lee Munson
NOTARY PUBLIC



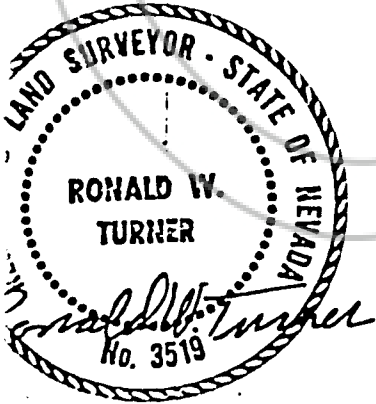
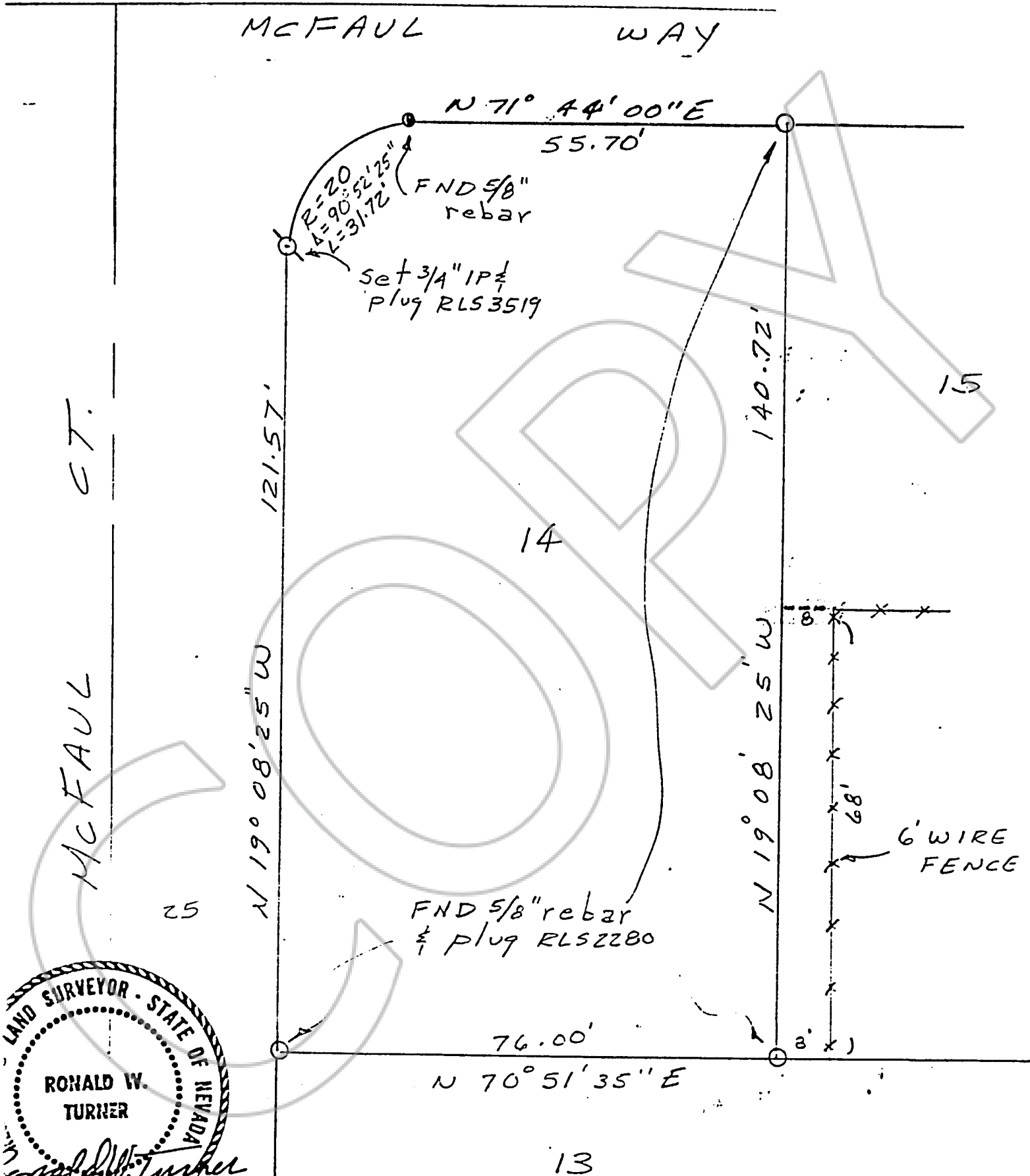


EXHIBIT A

COPY

REQUESTED BY
Mansukhani et al
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'88 JUL 11 A11 :02

SUZANNE BEAUDREAU
RECORDER

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