

13 When Recorded Mail To:

✓ Sheerin, Walsh & Keele
P.O. Box 1327
Gardnerville, NV 89410

EXCHANGE AGREEMENT

This Agreement, made and entered into as of the date it is executed by its last signator, is between Marilyn M. Cox, hereinafter referred to as "COX," and W. Temple Stewart and Helen Stewart, hereinafter referred to as "STEWARTS."

COX owns a parcel of real property in Genoa, Douglas County, Nevada, commonly known as 2338 Genoa Street. COX is negotiating to acquire from Homer J. Raycraft approximately eleven thousand square feet (11,000 ft²) of real property lying contiguous to COX's 2338 Genoa Street parcel. This eleven thousand-square-foot (11,000 ft²) parcel, hereafter referred to in this Agreement as "the Raycraft segment," is depicted on Exhibit "A" attached hereto and made a part hereof by this reference.

STEWARTS are purchasing a parcel of real property contiguous to COX's 2338 Genoa Street parcel. STEWARTS agree to trade to COX, without any further consideration being paid between the two parties, approximately 7,016.69 square feet of this parcel they are purchasing in exchange for approximately 7,016.69 square feet of the Raycraft segment, which 7,016.69-square-foot segment is more fully described on Exhibit "B" which is made a part hereof by this reference, once COX owns the entire Raycraft segment. The approximately 7,016.69-square-foot segment STEWARTS are purchasing, which will be traded to COX upon the terms hereinabove set forth,

is depicted on Exhibit "C" attached hereto and made apart hereof by this reference. As further depicted on Exhibit "C," the segment which STEWARTS will trade to COX does not include a small portion of STEWARTS' land upon which STEWARTS' well is located.

The parties will provide each other preliminary title reports for their respective properties and policies of title insurance showing their respective titles to be free from encumbrances except those specifically acknowledged in this Agreement.

If either party is unable to convey marketable title, except as herein provided, within twenty-five (25) years after execution of this Agreement by both parties, then this agreement shall be of no further effect, except as to payment of expenses incurred in connection with examination of title, unless both parties elect in writing to accept the title "as is."

Independently from all other covenants and conditions in this Agreement, both parties agree and covenant that neither will ever construct a fence or other impermeable barrier of any kind that is taller than four (4) feet upon Lots 2, 3, 27, 30 and 31 and that neither will ever construct a fence or other impermeable barrier of any kind that is taller than six (6) feet upon Lots 28 and 29, as all of such Lots are depicted on Exhibit "C" without the written permission of the other signator hereto.

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Taxes and insurance premiums, if any, on said properties shall be prorated as of date of transfer of title.

This Agreement shall be interpreted in accordance with Nevada law. If any party breaches any provision of this Agreement, that party may be required by a court of competent jurisdiction to pay to the other party reasonable attorney's fees and court costs.

This agreement is binding upon the heirs and assigns of each signator hereto. The covenants contained herein shall be deemed to run with the land.

Dated this 26 day of April, 1990.

Marilyn M. Cox
Marilyn M. Cox

Dated this 26 day of April, 1990.

W. Temple Stewart
W. Temple Stewart

Dated this 26 day of April, 1990.

Helen J. Stewart
Helen J. Stewart

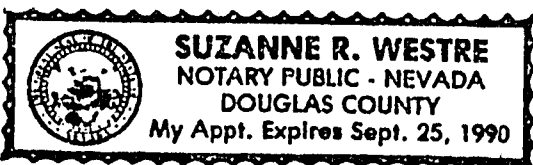
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ACKNOWLEDGMENT

STATE OF NEVADA)
COUNTY OF DOUGLAS; SS.

On 4-26-90, personally appeared before me, a notary public, Marilyn M. Cox, personally known to me to be the person whose name is subscribed to the above instrument, who acknowledged that she executed the above instrument.

Suzanne R. Westre/Redder
Notary Public

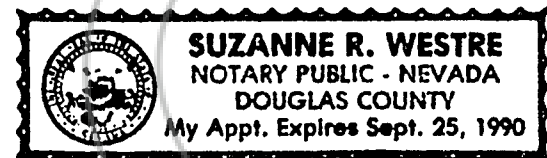


ACKNOWLEDGMENT

STATE OF NEVADA)
COUNTY OF DOUGLAS; SS.

On 4-26-90, personally appeared before me, a notary public, W. Temple Stewart, personally known to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the above instrument.

Suzanne R. Westre/Redder
Notary Public



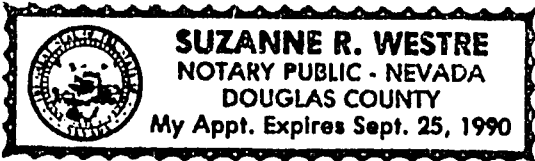
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ACKNOWLEDGMENT

STATE OF NEVADA)
): SS.
COUNTY OF)

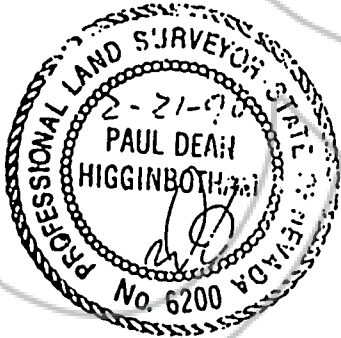
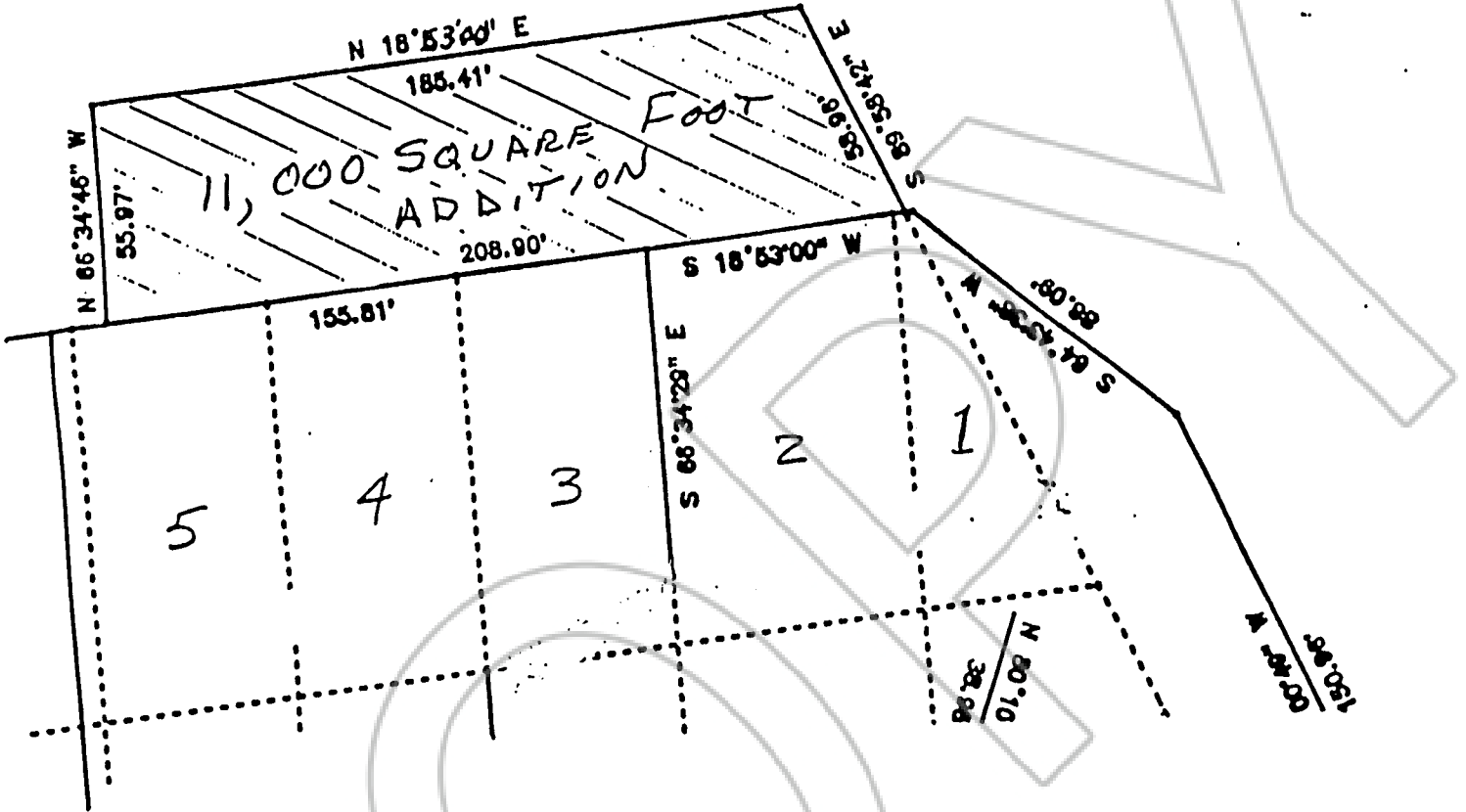
On 4-26-90, personally appeared before me, a notary public, Helen J. Stewart, personally known to me to be the person whose name is subscribed to the above instrument, who acknowledged that she executed the above instrument.

Suzanne R. Westre/Redden
Notary Public



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MAP TO ACCOMPANY
 LEGAL DESCRIPTION
 of
 11,000 Square Foot Addition
 for Marilyn Cox



SCALE 1" = 50'

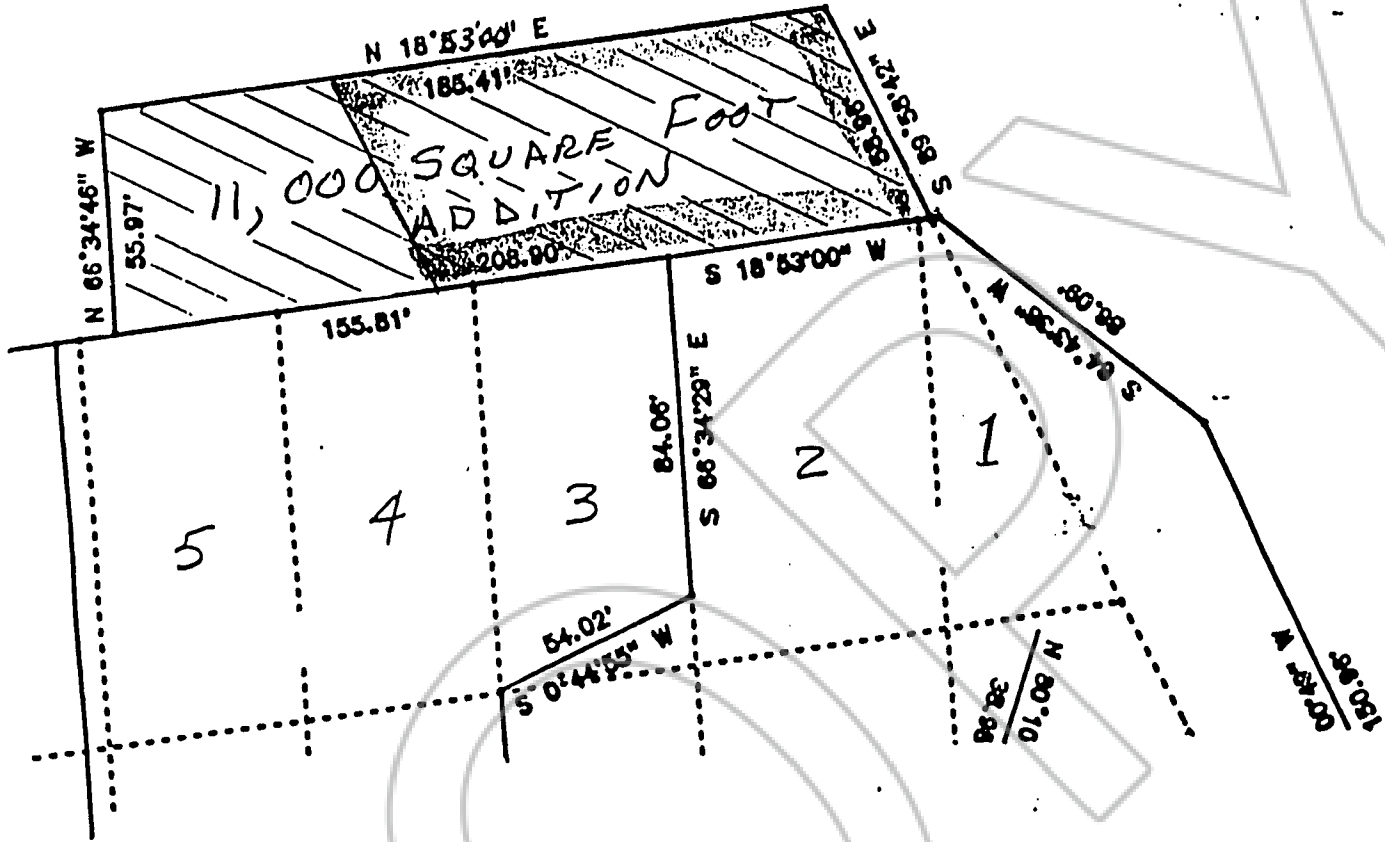
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EXHIBIT A

MAP TO ACCOMPANY
LEGAL DESCRIPTION

of
11,000 Square Foot Addition
for Marilyn Cox



SCALE 1 = 50

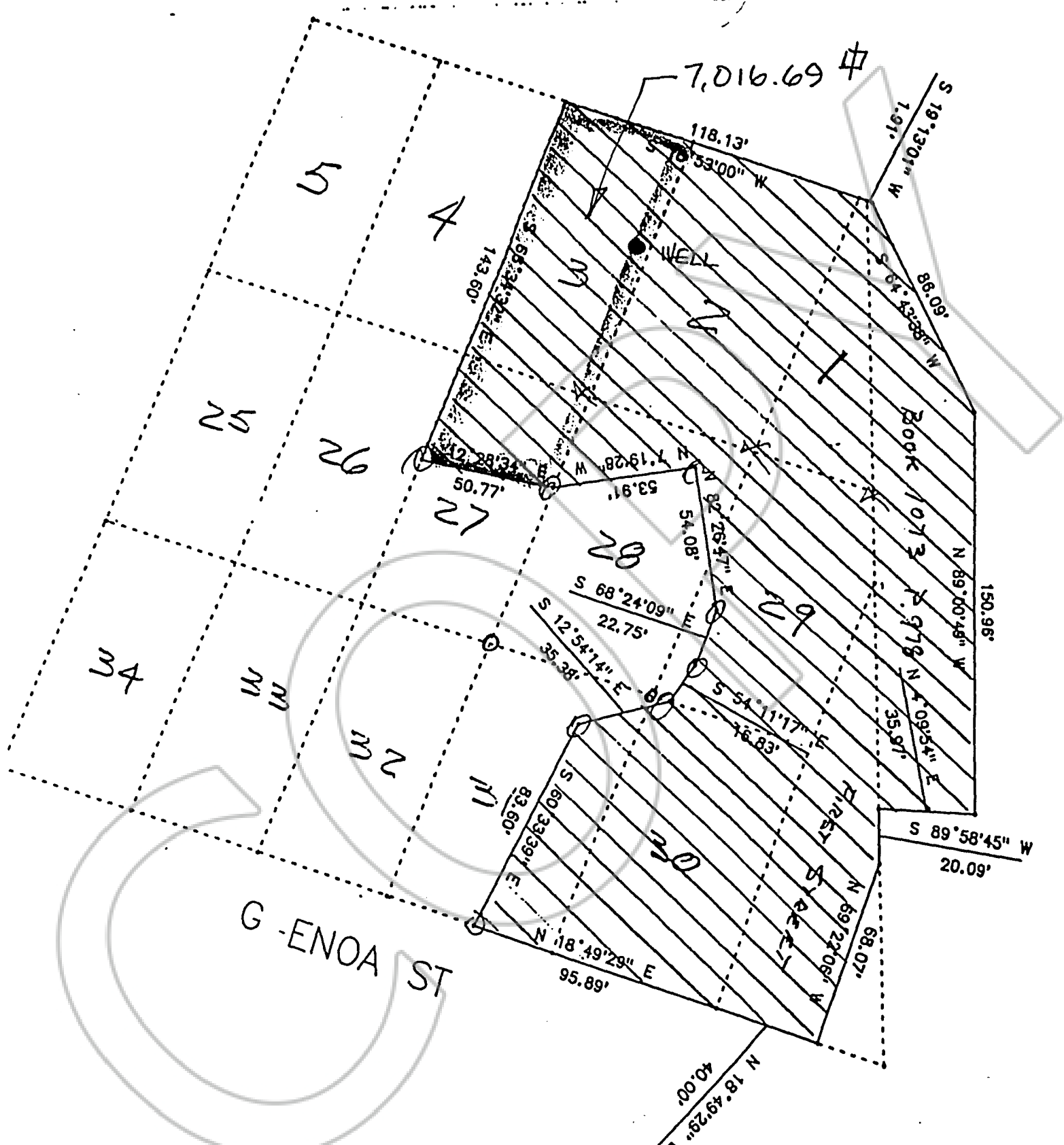
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EXHIBIT B

LEGAL DESCRIPTION

of
Parcel 1
for Marilyn Cox
Revised March 12, 1990



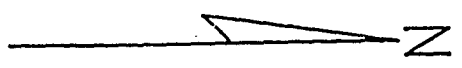
G-ENOA ST

SCALE 1" = 50'

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EXHIBIT



REQUESTED BY
Sheerin, Walsh & Keely
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'90 OCT -9 P12:34

SUZANNE BEAUREAU
RECORDER

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\$ 13⁰⁰ PAID K12 DEPUTY

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