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Assessor's Parcel Number: Apr: 1320-26-002-024

Recording Requested By:

REQUESTED BY
Franki L. Halsey
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 JUN 23 AM 11:41

WERNER CHRISTEN
RECORDER

\$18.00 PAID. AW DEPUTY

Name: James E. & Franki L. Halsey

Address: P.O. BOX 953

City/State/Zip Minden NV 89423

Real Property Transfer Tax: _____

Fence Maintenance Agreement
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

C:\bc docs\Cover page for recording

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mail to: Apr 1320-26-002-024
James Halsey
P.O. Box 1116
Minden, NV
89423

FENCE MAINTENANCE AGREEMENT

WITNESSETH THIS AGREEMENT:

- A. This agreement is entered into by and between James Halsey and Franki Halsey, Trustees of the James and Franki Halsey Trust, hereinafter "Halseys," and John Gooding and Margaret Gooding, hereinafter "Goodings."
- B. Concurrent with this agreement Goodings have purchased a parcel of land described in Exhibit "A" and identified as APN 1320-26-002-024, which parcel is adjacent to Halsey's parcel described in Exhibit "B" and identified as APN 1320-26-002-025.
- C. Attached hereto as Exhibit "C" is a map indicating the boundaries of the Gooding parcel and the Halsey parcel, which map delineates the boundary between the two parcels..
- D. Existing on the Gooding parcel at the time of this agreement and the time of purchase by Goodings, as depicted on Exhibit "C," is a two-rail vinyl fence, approximately three feet tall, running approximately 240' along, but not on, the boundary between the Gooding parcel and the Halsey parcel.
- D. It is the intention of the parties to acknowledge that the fence does not constitute the boundary between the parcels and to agree to the maintenance of the fence and the maintenance of the property between the fence and the actual boundary, as the fence now exists and in regard to future extensions of the fence, if any.

NOW, THEREFORE, the parties identified above, as owners of the lands identified in Exhibit "A," agree to the following:

- 1. Goodings agree to allow the fence described above to remain in its present position and to serve, now and all times in the future, as the physical boundary between Goodings' parcel and Halseys' parcel
- 2. Goodings will not erect any other fences, buildings, or other structures; nor plant any trees or vegetation; nor store any items or property on any portion of land north of the fence described above, unless agreed upon in advance by Halseys.
- 3. Halseys agree to maintain that portion of Goodings' parcel lying between the fence and the true boundary of APN 1320-26-002-024 and APN 1320-26-002-025, by keeping the ground north of the fence free of weeds and debris.
- 4. In the event Halseys fail to maintain that property between the fence and the true boundary to the satisfaction of Goodings, Goodings or their agents may enter on to the property to maintain the property, and Halseys agree to pay any costs associated with such maintenance.

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5. Any and all costs associated with the care and maintenance of the fence itself shall be shared equally between Halseys and Goodings.
6. In the event Goodings desire to extend the fence westerly, Goodings may do so at their sole expense if the extension of the fence starts at the westernmost end of the existing fence and ties into the southwest corner of Halseys' parcel. In the event Goodings desire to extend the fence easterly, Goodings may do so at their sole expense if the extension of the fence starts at the easternmost end of the existing fence and ties into the southeast corner of Halseys' parcel.
7. In the event Goodings extend the fence, Halseys agree to maintain that portion of Goodings' parcel between the fence, as extended, and the true boundary between the parties' parcels by keeping that area free of weeds and debris.
8. The terms of the agreement shall enure to the benefit and shall be binding upon the parties to this agreement, their successors and assigns, forever, unless modified in writing by all owners of the lands identified in Exhibit "A" and Exhibit "B" shall constitute a covenant and restriction to run perpetually with the title to the real property described in Exhibit "A" and Exhibit "B".
9. This agreement constitutes the entire agreement between the parties pertaining to the subject fence and maintenance of the property between the fence and the true boundaries between the parties' parcels; and supersedes any and all other prior understandings, representations and agreements between the parties pertaining to this subject matter.
10. In the event any action or proceeding is brought by any party to enforce this agreement, including but not limited to an action or proceeding resulting from a breach of this agreement by any party, the prevailing party shall be entitled to reasonable attorney's fees and costs, and in the event either party pays to remedy another party's breach of this agreement, the non-breaching party shall be entitled to damages in an amount equal to twice the amount of actual costs.

AGREED TO AND ACCEPTED this 22 day of June, 2004.

THE JAMES & FRANKI HALSEY TRUST:

James Halsey TRUSTEE 06-22-04
JAMES HALSEY, Trustee

Franki Halsey 06-22-04 Trustee
FRANKI HALSEY, Trustee

John Gooding 6-22-04
JOHN GOODING

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