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WERNER CHRISTEN
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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

0616895 BK 0604PG11549 Maries Halsey

P.O. BOY 1116

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 AMES & FRANKI HALSEY TRUST:

TAMES HALSEY, Truspee

ANIES HAESEY, Trustee

FRANKI HALSEY, Truster

JOHN GOODING

6-22-04

MARGARET GOODING

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF NEVADA)) ss. COUNTY OF DOUGLAS)

On this <u>AA</u> day of June, 2004, before me, a Notary Public, personally appeared JAMES HALSEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.



CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

Ý PUBLIC

NOTARY PUBLIC

STATE OF NEVADA) ss. COUNTY OF DOUGLAS)

On this 22 day of June, 2004, before me, a Notary Public, personally appeared FRANKI HALSEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.

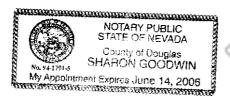
NOTARY PUBLIC
STATE OF NEVADA
County of Douglas
SHARON GOODWIN
No. 941791-5
My Appointment Expires June 14, 2006

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CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

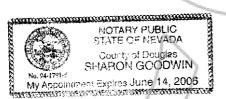
On this \cancel{BD} day of June, 2004, before me, a Notary Public, personally appeared JOHN GOODING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.



CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF NEVADA)) ss. COUNTY OF DOUGLAS)

On this 22 day of June, 2004, before me, a Notary Public, personally appeared MARGARET GOODING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.



NOTARY PUBLIC

MOTARY PUBLIC