

AGREEMENT

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THIS AGREEMENT is entered into this 7 day of January, 1990, by and among JAMES R. BRUMFITT and DIANE A. BRUMFITT (the "Brumfitts") and PHILIP OXLEY and DAFNA RONN-OXLEY (the "Oxleys").

Recitals

A. The Brumfitts own real property described legally as follows:

The North 1/2 of Lot 32, All of Lots 33, 34 & 35, Block 35, University Place, County of Boulder, State of Colorado.

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Commonly known as 745 15th Street, Boulder, Colorado 80302 ("#745").

B. The Oxleys own real property adjacent to #745 described legally as follows:

Lots 36, 37, 38 & 39, except for the North 7 feet of Lot 39, Block 35, University Place, City of Boulder, County of Boulder, State of Colorado.

Commonly known as 755 15th Street, Boulder, Colorado 80302 ("#755").

C. The Oxleys have requested permission to plant a hedge on #745, and the Brumfitts are willing to grant permission under the terms and conditions set forth in this Agreement.

Agreement

1. Permission Granted. In consideration for and subject to the other terms and conditions of this Agreement, the Brumfitts hereby give their permission to the Oxleys to plant a hedge on #745.

2. Planting and Maintenance. The hedge shall be planted as closely as possible to the boundary between #745 and #755. In no event shall the center line of the hedge be more than 18 inches from the face of the retaining wall which runs generally along the boundary between #745 and #755. Following planting of the hedge, the Oxleys shall return #745 to the condition it was in prior to planting. It shall be the responsibility of the owners of #755 to maintain the hedge.

3. Ownership of the Hedge. The hedge shall be owned by the owners of #745, and the owners of #745 may, in their sole and absolute discretion at any time, remove or replace any part or all of the hedge. Upon the removal of the hedge, this Agreement shall terminate.

4. Recording; Filing and Legal Costs. This benefits and burdens of this Agreement shall run with the land, and accordingly this Agreement shall be filed of record with the Boulder County Clerk and Recorder. All legal fees, costs, and recording costs incurred in connection with this Agreement shall be paid by the Oxleys promptly upon execution of this Agreement.

5. No Ownership Rights. The parties agree that this Agreement creates no ownership rights in #745 for the Oxleys or their successors in interest.

AGREED TO as of the date first above written.

THE OXLEYS

THE BRUMFITTS

*Philip Oxley*  
PHILIP OXLEY

*James R. Brumfitt*  
JAMES R. BRUMFITT

*Dafna Ronn-Oxley*  
DAFNA RONN-OXLEY

*Diane A. Brumfitt*  
DIANE A. BRUMFITT

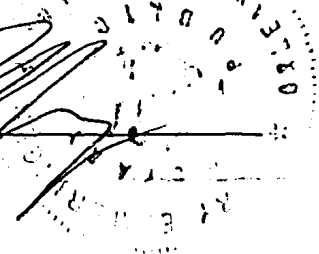
STATE OF COLORADO )  
                                  )      SS.  
COUNTY OF BOULDER )

The foregoing instrument was acknowledged before me this 30th day of January, 1990, by PHILIP OXLEY and DAFNA RONN-OXLEY.

My commission expires: Parish of Orleans, State of Louisiana  
NOTARY PUBLIC  
My Commission Expires on 10/31/90

Witness my hand and official seal.

*[Signature]*  
Notary Public



STATE OF COLORADO )  
                                  )      SS.  
COUNTY OF BOULDER )

The foregoing instrument was acknowledged before me this 7th day of January, 1990, by JAMES R. BRUMFITT and DIANE A. BRUMFITT.

My commission expires: 9-11-91

Witness my hand and official seal.

*Sandra L. Dallucci*  
Notary Public

My Commission Expires September 11, 1991  
1242 Pearl  
Boulder, Colorado 80302

