

thereof for a distance of approximately 41.1 feet as is more particularly depicted on a survey of the Capitan property made by Landrith Surveying dated May 29, 1984, a copy of which is attached hereto as Exhibit C and by reference made a part hereof; and

WHEREAS, the parties desire to set forth their understanding with respect to the portion of the wall encroaching on the Capitan Property;

NOW, THEREFORE, for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, including the mutual covenants and agreements hereinafter set forth, Capitan and American Linen do hereby acknowledge and agree as follows:

1. Capitan consents to the encroachment of the block wall of American Linen as it presently exists on his property and as is more particularly shown on the survey attached hereto as Exhibit C, and grants a license to American Linen for such encroachment subject to the terms of this Agreement.

2. The parties acknowledge and agree that the boundary line between their respective properties is as shown on the survey attached hereto as Exhibit C; and American Linen expressly acknowledges that it makes no claim to the fee title to the land of Capitan lying between said boundary line and the block wall which is the subject of this Agreement.

3. American Linen agrees to be responsible for the maintenance of the block wall encroaching on the Capitan Property and will indemnify and save Capitan harmless from any loss or damage to person or property resulting from the existence and maintenance of such encroachment.

4. American Linen agrees to remove the block wall within a reasonable period of time upon the written request of Capitan or of any future owner of the Capitan Property.

0 2 1 2

1328-17-2