

MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into this 31st day of May, 1989 by and between ROSE BOGDANOVICH, hereinafter referred to as "First Party," and Judy Lu Shallenberger, Trustee of the JUDY LU SHALLENBERGER TRUST dated February 29, 1984, hereinafter referred to as "Second Party," to provide for maintenance of a jointly owned road, on the facts, terms, and conditions set forth herein.

A. First Party is the owner of Parcel 6A and 6B, in Willow Bend, Douglas County, Nevada, being Assessor's Parcel Number 17-140-17 and 17-140-18, which properties share a thirty (30) foot private driveway roadway, as set forth on that certain parcel map recorded in the official records of Douglas County as Document #195996 at Book 289, Page 920 on February 8, 1989, Certificate of Amendment recorded March 10, 1989 in Book 389 at page 1334; Doc #197916. B. Second Party has reached a separate agreement with First Party for the purchase of Parcel 6A, and in connection therewith has agreed to enter into this Maintenance Agreement to provide for the maintenance and repair of the roadway and appurtenances by First and Second Party.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for other and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. First and Second Party shall have equal rights and obligations regarding the thirty (30) foot private access and public utility easement as set forth on the parcel map, and agree to equally share all costs and expenses thereof.

2. The parties agree to maintain an annual assessment on each party in the amount of each party in the amount of Two Hundred Fifty Dollars (\$250) per year to establish a fund for the proper future maintenance, repair, and replacement of the easement and facilities thereon. Such amount shall be due annually in advance, on the first day of June of each year. All said funds shall be deposited and maintained in a joint account as established and agreed by the parties. Said amounts and any provisions for the use and distribution thereof may be changed only by further written agreement of the parties.

3. The funds contributed and accumulated by the parties shall be used for the maintenance, repair, and replacement of the road and bridge currently existing. Maintenance shall be undertaken yearly to maintain the roadway and bridge in its existing condition. Expenditures of funds for other than such annual maintenance and repair shall require the joint agreement of the parties.

4. This Agreement and the benefits and burdens thereof shall inure to the grantees, successors, heirs, assigns, and representatives of each party.

5. This Agreement shall be specifically enforceable.

6. In the event that litigation is necessary by either party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Rose Bogdanovich
Rose Bogdanovich by her Attorney
Michael L. Snyder P.O.A.
in Fact Michael L. Bogdanovich

Judy Lu Shallenberger Trust

By *Judy Lu Shallenberger*
Judy Lu Shallenberger, Trustee

STATE OF CALIFORNIA

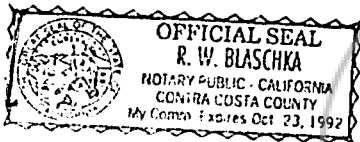
COUNTY OF Contra Costa

On this 25th day of July, in the year 1989

ss. R. W. Blaschka, a Notary Public, State of California, duly commissioned and sworn, personally appeared JUDY LU SHALLENBERGER

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name subscribed to this instrument, and acknowledged that he executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California County of Contra Costa on the date set forth above in this certificate.



R. W. Blaschka

Notary Public, State of California

My commission expires Oct. 23, 1992

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Cowdery's Form No. 32 — Acknowledgement to Notary Public — Individuals — (C.C. Sec. 1189) — (Rev. 1/83)

STATE OF NEVADA

COUNTY OF Douglas } ss.

On July 27, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael L. Bogdanovich

known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of Rose Bogdanovich

and acknowledged that _____ he subscribed the name of Rose Bogdanovich

thereto as principal _____, and his own name as Attorney in Fact.

WITNESS my hand and official seal.

Signature *Darlene Adams*
Darlene Adams
Name (Typed or Printed)



(This area for official notarial seal)

COOPY

REQUESTED BY
STEWART TITLE OF DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'89 JUL 31 AIO :18

SUZANNE BEAUDREAU
RECORDER **207699**
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