

When Recorded Mail To:  
GEORGE F. MCNALLY, ESQ.  
P.O. Box 1060  
Minden, NV 89423

ROAD IMPROVEMENT AND MAINTENANCE AGREEMENT

This agreement made and entered into this 12th day of  
June, 1990, by the undersigned parties, provides as follows:

WHEREAS, the undersigned are owners of certain real properties described as follows:

All that certain lot, piece or parcel of land located in a portion of the Northeast 1/4 of the Southwest 1/4 of Section 24 Township 12 North, Range 20 East M.D.B. & M., Douglas County, Nevada described as follows:

Parcels B, C, and D as shown on the record of survey for Lois Yusbick, Kim McNally, Mark Cervenak and Susan Estes, recorded in the office of the County Recorder, Douglas County, Nevada on April 3, 1989 in Book 489, Page 22, as Document Number 199433

A.P.N. 29-503-11, 29-503-12, 29-503-13.

WHEREAS, said real properties herein are adjacent to a private unimproved road, and

WHEREAS, it is of mutual benefit to the parties hereto that said unimproved road be improved and maintained in a proper condition for vehicular use, and

WHEREAS, the parties hereto desire to enter into an agreement to provide for the improvement and maintenance of said road.

NOW, THEREFORE, it is hereby agreed as follows:

1. The undersigned parties agree that they shall be jointly and severally liable for the cost of improving the road described

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herein including liability for all costs associated with grading, filling, and paving said road.

2. If in grading said road, it shall be necessary to construct a fill, the slope of which shall encroach on any one of the aforementioned properties, the undersigned parties shall have the right to make the necessary encroachments for such purpose.

3. The undersigned parties agree that they shall be jointly, and severally liable for the cost of maintenance associated with said road.

4. Should such improvements or maintenance of said road be performed or contracted for by a majority vote of the undersigned parties, each land owner shall have one vote. For purposes of this agreement, joint ownership shall be considered one vote. In the event two or more parcels are owned by the same owner(s), then said owner(s) shall have one vote for each parcel owned.

5. Any improvements for roads shall be maintained and kept open as a private road to be used and enjoyed by the parties to this agreement.

6. This agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the parties herein and shall be deemed to be an obligation running with the land held by the undersigned parties.

7. This agreement shall remain in full force and effect until such time as the county or state authorities shall undertake

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or agree to maintain said roadway at which time this agreement shall terminate automatically.

DATED this 12<sup>th</sup> day of June, 1990.

Lois Yusbick  
LOIS YUSBICK

F. J. McCann  
F. J. McCANN

Kim McNally  
KIM MCNALLY

Martha M. McCann  
MARTHA M. McCANN

Mark Cervenk  
MARK CERVENAK

Parcel "D"  
APN 29-5003-13  
695 Shetland Circle  
Gardnerville, NV 89410

Susan Estes  
SUSAN ESTES

Jean S. Cross  
Notary Public of Montana  
Residing in Kalispell  
Commission Expires 4-26-93

PARCELS "B" and "C"  
APN 29-503-11,  
APN 29-503-12

REAL

686 & 687 Shetland Circle  
Gardnerville, Nevada 89410

SUBSCRIBED and SWORN to before me,  
this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
NOTARY PUBLIC

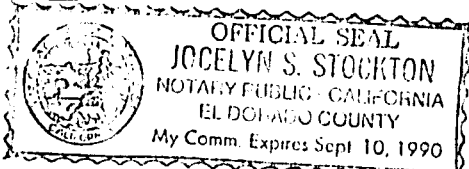
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STATE OF CALIFORNIA )  
COUNTY OF El Dorado ) SS.

On this 8th day of June, 1990, before me, the undersigned Notary Public in and for said County and State, personally appeared Loris Yurbeck

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 she executed it.



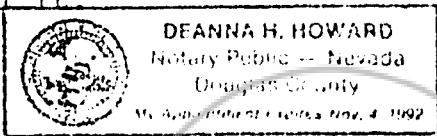
Jocelyn S. Stockton  
Notary Public in and for said County and State

Form 984A — General Acknowledgement

STATE OF NEVADA )  
COUNTY OF DOUGLAS ) SS

On this 11th day of June, 1990, before me, the undersigned Notary Public in and for said County and State, personally appeared Loris Yurbeck, Kim McNally, Mark Ceremak

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



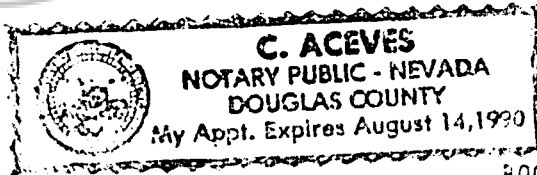
Deanna H. Howard  
NOTARY PUBLIC in and for said County and State

STATE OF NEVADA.  
County of Douglas SS.

On June 12, 1990 DATE personally appeared before me,

a Notary Public (or judge or other authorized person, as the case may be),  
J. J. McCann + Martha M. McCann  
who acknowledged that he executed the above instrument. McCann

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Douglas the day and year in this certificate first above written.  
[Signature]  
Signature of Notary



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COPY

REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'90 JUL -2 P12:11

SUZANNE BEAUDREAU  
RECORDER

229424

\$ 9.00 PAID *OK*

DEPUTY  
BOOK

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