

ROAD MAINTENANCE AGREEMENT

F 52904cc

The undersigned herein declare that they are the owners of those certain parcels of land situated in the County of Douglas, State of Nevada and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE HEREIN MADE A PART HEREOF

And as owners of property described in exhibit "A", JOSEPH W. SMALTZ and MICHELE ANN SMALTZ, JOHN S. HENNINGSEN, MELVIN J. BLY AND JACQUELINE BLY assume full responsibility of maintaining the road, including but not limited to all necessary grading.

Joseph W. Smaltz and Michele Ann Smaltz, John S. Henningson, Melvin J. Bly and Jacqueline Bly shall maintain the entire road until such time they no longer have any interest in and to subject property described in Exhibit "A" attached hereto.

AT SUCH TIME JOSEPH W. SMALTZ and MICHELE ANN SMALTZ, JOHN S. HENNINGSEN, and MELVIN J. BLY AND JACQUELINE BLY, TRANSFER OR CONVEY THEIR INTEREST IN AND TO SUBJECT PROPERTY DESCRIBED IN EXHIBIT "A", THE RESPONSIBILITY OF MAINTAINING THE ROAD SHALL TRANSFER AND BE ASSUMED BY THE NEW OWNERS OF SAID PROPERTY.

This AGREEMENT is to be construed as a covenant running with the land and is for the mutual benefit of the undersigned, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have executed this Agreement this _____ day of _____, 1992

JOSEPH W. SMALTZ

MELVIN J. BLY

MICHELE ANN SMALTZ

Jacqueline Bly

JACQUELINE BLY

JOHN S. HENNINGSEN

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JOSEPH W. SMALTZ

MELVIN J. BLY



MICHELE ANN SMALTZ

JACQUELINE BLY

JOHN S. HENNINGSEN

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This AGREEMENT is to be construed as a covenant running with the land and is for the mutal benefit of the undersigned, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have executed this Agreement this 9th day of October, 1992

JOSEPH W. SMALTZ

MELVIN J. BLY

NICHELE ANN SMALTZ

JACQUELINE BLY

JOHN S. HENNINGSEN

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This AGREEMENT is to be construed as a covenant running with the land and is for the mutal benefit of the undersigned, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have executed this Agreement this 9 day of October, 1992

JOSEPH W. SMALTZ

MELVIN J. BLY

MICHELE ANN SMALTZ

JACQUELINE BLY

John S. Henningsen

JOHN S. HENNINGSSEN

(General)

State of Nevada } ss.
County of Carson City }

On October 9, 1992, personally appeared before me, a Notary Public
(or judge or other officer, as the case may be), Joseph W. Smaltz and Michele Ann Smaltz

who acknowledged that they executed the above instrument.

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

Sheri O'Hara
NOTARY PUBLIC for said County and State
FNT 9-88/007



(General)

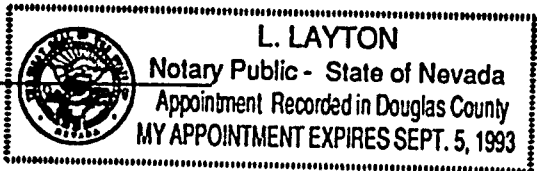
State of Nevada } ss.
County of Douglas }

On October 9, 1992, personally appeared before me, a Notary Public
(or judge or other officer, as the case may be), Melvin J. Bly

who acknowledged that he executed the above instrument.

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]
NOTARY PUBLIC for said County and State
FNT 9-88/007



(General)
 State of California } ss.
 County of Los Angeles
 On October 9, 1992, personally appeared before me, a Notary Public
 (or judge or other officer, as the case may be),
JACQUELINE BLY
 who acknowledged that she executed the above instrument.

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

[Signature]
 NOTARY PUBLIC for said County and State
 FNT 9-88/007



(General)
 State of Nevada } ss.
 County of Carson City
 On Oct 9 1992, personally appeared before me, a Notary Public
 (or judge or other officer, as the case may be), John S. Henningsen
 who acknowledged that he executed the above instrument.

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

[Signature]
 NOTARY PUBLIC for said County and State
 FNT 9-88/007

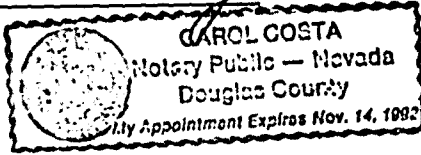


EXHIBIT "A"

LAND SITUATE IN THE STATE OF NEVADA, COUNTY OF DOUGLAS, DESCRIBED AS FOLLOWS:

All that portion of the Southwest 1/4 of the Northwest 1/4 of Section 9, Township 13 North, Range 19 East, M.D.B. & M., DESCRIBED AS FOLLOWS:

Parcels 1, 2, and 3 of Parcel Map for Michael T. Miluck and Nancy C. Miluck, filed for record in the office of the County Recorder of Douglas County, State of Nevada on July 2, 1980, in Book 780, page 139, Document No. 45898, of Official Records, and by Certificate of Amendent dated June 29, 1989, Recorded June 29, 1989, in Book 689, Page 4650, Document No. 205848 of Official Records of Douglas County, State of Nevada.

APN 17-081-15

APN 17-081-16

APN 17-081-17

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

'92 OCT 19 P3:39

SUZANNE BEAUDREAU
RECORDER

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BOOK 1092 PAGE 3171