

## **PRIVATE ROAD MAINTENANCE AGREEMENT**

I, Leon Mark Kizer, agree as follows:

1. I own the properties adjacent to the private road easement created by the Grant of Easement and Right-of-way to Leon Mark Kizer recorded March 4, 1993, Book 393, Page 976, Document No. 301179 of Official Records of Douglas County, Nevada, that are commonly known as Parcels A, B, and C of Section 5, Township 11 North, Range 21 East, M.D.B. & M. according to the official map thereof all located in the County of Douglas, State of Nevada.
2. The above described roadway shall be maintained in a manner consistent with vehicular use on a year round basis.
3. It shall be the sole responsibility of the owner of Parcel C to maintain the road until there is development on Parcels A & B that benefits from use of the roadway such as further land division, or the construction of a residence or other improvement without further land division.
4. Only those parcels touching the roadway shall be affected by this agreement.
5. Any road improvements required for the development of Parcels A & B shall be at the sole expense of the owner of Parcels A & B.
6. When Parcels A & B are developed or improved those parcels shall be required to participate in the maintenance of the road. The parties agree that they shall be jointly and severally liable for the cost of such maintenance should such maintenance be performed or contracted for by a majority vote of the owners. Each land owner shall have one (1) vote. Joint ownership shall be considered one vote for purposes of this agreement.
7. This agreement shall be binding upon the heirs, successors and assigns of the parties herein and shall be deemed to be an obligation running with the land. This agreement shall terminate automatically upon the acceptance of dedication of the road by Douglas County or any other Government authority.
8. In the event of a disagreement arising out of this agreement and the responsibilities related to it, including but not limited to the lack of

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payment of their responsibility by a party hereto, all parties agree to submit to arbitration prior to litigation. The prevailing party of either arbitration or litigation shall have reasonable attorney's fees paid per the findings of the arbitration panel or judge.

Leon Mark Kizer 4.22.93  
Leon Mark/Kizer Date

STATE OF NEVADA

COUNTY OF DOUGLAS

On this 22 day of April 1993, personally appeared before me, a Notary Public, Leon Mark Kizer, who acknowledged to me that he executed the foregoing document.

Rhonda Blum



REQUESTED BY  
Mark Kizer  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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SUZANNE BEAUDREAU  
RECORDER  
PAID DEPUTY