

ROAD IMPROVEMENT AND MAINTENANCE AGREEMENT

T.J. McPhail
P.O. BOX 2000
GARDNERVILLE, NV
89410

This Agreement is entered into by and between NANCY J. MCPHAIL as Trustee of THE NANCY J. MCPHAIL TRUST (hereinafter MCPHAIL) and THOMAS E. CHRISTENSEN and L. KIM CHRISTENSEN, Trustees of the CHRISTENSEN LIVING TRUST, dated April 5, 1999 (hereinafter CHRISTENSEN), collectively the Parties based upon the following facts:

- A. MCPHAIL is the owner of real property located in Douglas County, Nevada, the legal description is attached hereto as Exhibit A and incorporated herein by reference.
- B. CHRISTENSEN is the owner of real property located in Douglas County, Nevada the legal description of which is attached here to as Exhibit B, incorporated herein by reference.
- C. Each of the properties is impacted by a Record of Survey recorded in the Official Records of Douglas County as Document No. 387013 and a Parcel Map recorded in the Official Records of Douglas County as Document No. 325438, both of which are incorporated into this Agreement by reference.
- D. The Parties utilize a non-exclusive private easement for access to each of their properties and desire to enter in to an agreement to improve and maintain the roadway.

Based upon the above recitals which are incorporated into the body of this Agreement by reference, and supported by good and sufficient consideration, the receipt of which is hereby acknowledged by each party, they do agree as follows:

- 1. On the terms and conditions which follow, the parties agree to improve and maintain a private access road within the private road access and equestrian easement which burdens adjusted Parcel 2-A of the Record of Survey recorded as Document No. 387013, and Parcels 3A and 3B of the Parcel Map recorded as Document No. 335438 in the Official Records of Douglas County.
- 2. The road will be constructed to provide access to the properties identified in Exhibits A and B.

3. The road will commence at the end of the existing Lewallen Lane cul-de-sac and continue South approximately 75 feet along the Eastern portion of the private road access easement and then approximately 725 feet of the Western portion of the private road access easement ending at the Northern property line of 148 Lewallen Lane.
4. After construction of the improvements, the Parties agree to maintain the road in such a condition as to provide access for essential and emergency use, including deliveries, service, maintenance and fire equipment.
5. Subsequent to the construction of the improvements, either party may maintain and make further improvements to the roadway. However, absent a written agreement signed by both parties prior to construction of the improvements, the other party shall not be obliged to pay for the improvements.
6. This Agreement shall be deemed to be a covenant running with the land and shall not only binding by the undersigned, their heirs, successors and assigns, but shall be a burden upon the property described in Exhibits A and B, until such time, if ever, that the road will be accepted as a public roadway and maintained by a government entity.

Date: 4-11-01

Nancy McPhail Trustee
NANCY J. MCPHAIL, TRUSTEE

Date: 4/11/01

Thomas E. Christensen Trustee
THOMAS E. CHRISTENSEN, TRUSTEE

Date: 4/11/01

L. Kim Christensen, Trustee
L. KIM CHRISTENSEN, TRUSTEE

COUNTY OF DOUGLAS) ss.
)

On this 11th day of April, 2001, before me, a notary public, personally appeared Nancy J. McPhail, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Karen Kade
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)



On this 11th day of April, 2001, before me, a notary public, personally appeared Thomas E Christensen, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Karen Kade
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)



On this 11th day of April, 2001, before me, a notary public, personally appeared L. Kim Christensen, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Karen Kade
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

PARCEL 3-B, as set forth on that certain Parcel Map #2 for MARJORIE WEBSTER WILLIAMS TRUST, DOROTHY LUNDBLAD TRUST, ALBERTA LEWALLEN TRUST, filed for record in the office of the County Recorder of Douglas County, Nevada on April 18, 1994, in Book 494, Page 3263, as Document No. 335438.

Assessors Parcel No. 19-300-64

COPY

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Exhibit B

148 Lewallen Lane, Gardnerville, Nevada 89410

Legal Description:

All that certain lot, piece, parcel or portion of land situate, lying and being within the north 1/2 of Section 36, Township 12 North, Range 19 East, Mount Diablo Meridian, Douglas County, Nevada and more particularly described as follows:

All that portion of Parcels 2-A and 2-B as shown on Parcel Map #3 for Marjorie Webster Williams Trust, Dorothy Lundblad Trust, Alberta Lewallen Trust, filed for record in Book 1294 at page 4378 as Document number 353450, Official Records of Douglas County, Nevada described as follows:

Commencing at the southeast corner of said Parcel 2-B as shown on the aforesaid map which point is the TRUE POINT OF BEGINNING; thence along the south line of said Parcel 2-B North 48°37'37" West a distance of 1,209.61 feet; thence leaving said south line North 08°20'00" East a distance of 842.43 feet to a point on the westerly line of aforesaid Parcel 2-A; thence South 48°15'25" East a distance of 1,153.60 feet to a point on the east line of aforesaid Parcel 2-B; thence along said east line South 04°59'16" West a distance of 867.97 feet to the TRUE POINT OF BEGINNING and containing 19.01 acres more or less.

REQUESTED BY

Thomas McPhail

IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

2001 APR 12 PM 2:25

LINDA SLATER
RECORDER

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