

APN# : 1319-16-001-010,
1319-16-001-011 &
1319-16-001-012

DOUGLAS COUNTY, NV

2014-854530

Rec:\$21.00

\$21.00 Pgs=8

12/16/2014 02:50 PM

ETRCO, LLC

KAREN ELLISON, RECORDER

Recording Requested By:

Western Title Company, Inc.

Escrow No.: 067421-TEA

When Recorded Mail To:

Jesse W. McKone

Teddy J. McKone

1640 Belarra Drive

Minden, NV 89423

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.
(Per NRS 239B.030)

Signature _____



Traci Adams

Escrow Officer

Joint Maintenance Agreement

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

JOINT MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into this 10th day of November, 2014, by the undersigned owners hereinafter referred to as "OWNERS", of that certain real property situated in Douglas County, Nevada, being more particularly described as Assessor Parcel Numbers 1319-16-001-010 ("Parcel 1"), 1319-16-001-011 ("Parcel 2") and 1319-16-001-012 ("Parcel 3") and further described in Exhibit "1", attached hereto and by this reference incorporated herein (herein "the Property").

RECITALS

This Agreement is made and entered into with the reference to the following facts:

A. WHEREAS, the Property has a private road which serves all three (3) parcels as is more particularly described on Exhibit "2", attached hereto and herein referred to as "the Private Road".

B. WHEREAS, the Private Road provides access to the Property.

C. WHEREAS, there may be underground utility lines constructed within the Private Road area which may provide electrical, telephone, cable television and fire protection (water) service to each of the three (3) parcels, hereinafter referred to as "Shared Utilities".

D. WHEREAS, it is the intention of this Agreement to provide for the proper and orderly maintenance and repair of the Private Road area as well as for the maintenance and repair of the Shared Utilities, located within the Private Road.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, set forth herein, the OWNERS hereby agree and declare as follows:

1. Acknowledgment of Easement. The undersigned OWNERS hereby acknowledge that a reciprocal easement for the Private Road exists with right of ingress and egress and for the purposes described herein above. This Agreement is an instrument affecting the title of and the possession of the real property as described herein above. All the terms, covenants and conditions herein imposed shall run with the land and shall be binding upon and inure to the benefit of the successors in interest of the OWNERS.

2. Use of Private Road Area. The Private Road is intended to be used for the safe ingress, egress, and access to the afore-described properties for the OWNERS, their guests, visitors, customers and invitees. No person, including the OWNERS, their successors and assigns, shall obstruct the Private Road in any manner which would interfere with its use.

3. Maintenance of Private Road Area. The OWNERS, their successors and assignees, shall properly maintain the Private Road in good condition so as to insure the safe and efficient ingress and egress of all automobiles, vehicles, trucks, pedestrians, bicycles, and other normal modes of transportation.

a. The OWNERS, their successors and assigns hereby agree that they will jointly hire such engineers, contractors, employees or agents required to properly maintain said Private Road.

b. The OWNERS, their successors and assigns hereby agree that the costs incurred in the maintenance of said Private Road shall be paid as follows:

(1) The owners of Parcels 1, 2 and 3 shall share equally in the cost of the maintenance of the Private Road over Parcel 3;

(2) The owners of Parcels 1 and 2 shall share equally in the cost of the maintenance of the Private Road over Parcel 2; and

(3) The owner of Parcel 1 shall be solely responsible for the cost of maintenance of the Private Road over Parcel 1.

c. The OWNERS, their successors and assigns will be responsible to pay said engineers, contractors, employees, or agents within ten (10) days of the date of the acceptance of the work by the OWNERS or their successors and assigns.

d. In the event, an owner of a lot fails to pay his portion as set forth above, the other affected owners may pay the entire amount and may file suit for the collection of the funds advanced on behalf of the defaulting owner in accordance with the provisions of the Nevada Revised Statutes. The owner(s) who pays the obligation in full shall be entitled to reimbursement from the other affected owner(s) of the amount paid by him on behalf of the other parties, plus interest at the legal prejudgment rate plus four percent (4%), attorney's fees and costs.

e. The only defense to the aforementioned cause of action for contributions shall be that the work is improperly performed by the engineer, contractor, employee, or agents. The burden of proof for this defense shall be on the defendant and shall require him to prove that the work did not meet the Uniform Building Code or other applicable Code adopted by the municipality of Douglas County, Nevada, at the time the work was performed. The owner(s) expressly waive any and all other defenses to the litigation described in subsection (d) herein above.

4. Shared Utilities. The OWNERS, their successors and assigns hereby agree that they shall have the right and the obligation to make all necessary and reasonable expenditures for the maintenance of the Shared Utilities that are within the Private Road area. The owners of the lots agree that each shall pay the cost of required maintenance and/or repair of the Shared Utilities as set forth in subsection b. above. It is intended that the provisions of subsections 3(a) through 3(d) shall govern the manner in which said repair and maintenance shall be performed and said contribution shall be enforced.

5. Attorney's Fees. In the event that any of the owners of the lots institutes legal action against the other owner(s) to interpret or enforce the Agreement, or to obtain damages for any alleged breach hereof, the prevailing party in such action of litigation shall be entitled to reasonable attorney's fees from the losing party in addition to all other recoverable costs, expenses and damages.

6. Notices. Unless otherwise specified in writing, the address of each of the owners of the lots for all purposes shall be as set forth on the Douglas County Assessor's rolls for property tax purposes. Any notices or demands required to be given hereunder shall be sent by certified mail, return receipt requested, to such addresses.

7. Negligence of Owner. Nothing contained herein shall be construed to absolve or relieve any owner from liability for any damage to the Private Road area, damage to the utilities, or injury or wrongful death to third parties caused by the negligence or intentional misconduct of the owners of the lots. Each owner of a lot shall be responsible for carrying a premises liability insurance policy with reasonable policy limits under the circumstances.

8. Recordation of Agreement. This Agreement may be recorded by any of the undersigned OWNERS against the Property. Any fees associated with the recordation shall be shared equally by

the OWNERS and collected in accordance with the provisions of Section 3.d. above.

9. Entire Agreement. The foregoing shall represent the entire agreement between the parties and shall supersede all prior negotiations, discussion, writings and verbal agreements. All modifications to this Agreement shall be made in writing and shall be executed by all parties hereto, or their heirs and assigns.

10. Gender. All references to gender or references to "his" or "her" or other references to gender shall be interchangeable.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the day and year first written herein above.

Property Owner APN 1319-16-001-010




Jesse W. McKone




Teddy J. McKone

Property Owner APN 1319-16-001-011

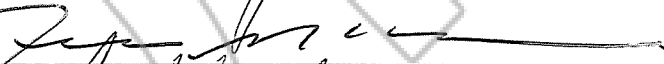


Jesse W. McKone




Teddy J. McKone

Property Owner APN 1319-16-001-012



Jesse W. McKone



Teddy J. McKone

STATE OF NEVADA

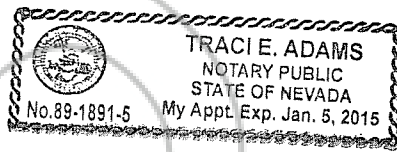
County of Douglas ss.

On this 6th day of November, 2014, before me, a Notary Public, personally appeared Jessew McKone, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose named is subscribed to this instrument, who acknowledged that he executed it.

WITNESS my hand and official seal.

Traci Adams
Notary's Signature

My Commission Expires: 1/5/15



STATE OF NEVADA

County of Douglas ss.

On this 6th day of November, 2014, before me, a Notary Public, personally appeared Teddy J. McKone, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose named is subscribed to this instrument, who acknowledged that he executed it.

WITNESS my hand and official seal.

Traci Adams
Notary's Signature

My Commission Expires: 1/5/15

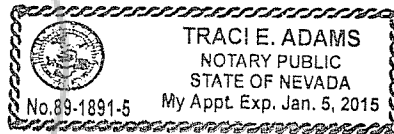


EXHIBIT "A"

**All that certain real property situate in the County of Douglas, State of Nevada,
described as follows:**

**Lots 2 and 4 of GENOA HIGHLANDS Sections 9 & 16 Township 13 North, Range 19
East, M.D.M. Douglas County, Nevada, as per map PD 04-004, according to the map
thereof, filed in the office of the County Recorder of Douglas County, State of Nevada,
on April 28, 2006, in Book 406, Page 9514, Document No. 673621.**

**Assessor's Parcel Number(s):
1319-16-001-012 & 1319-16-001-010**

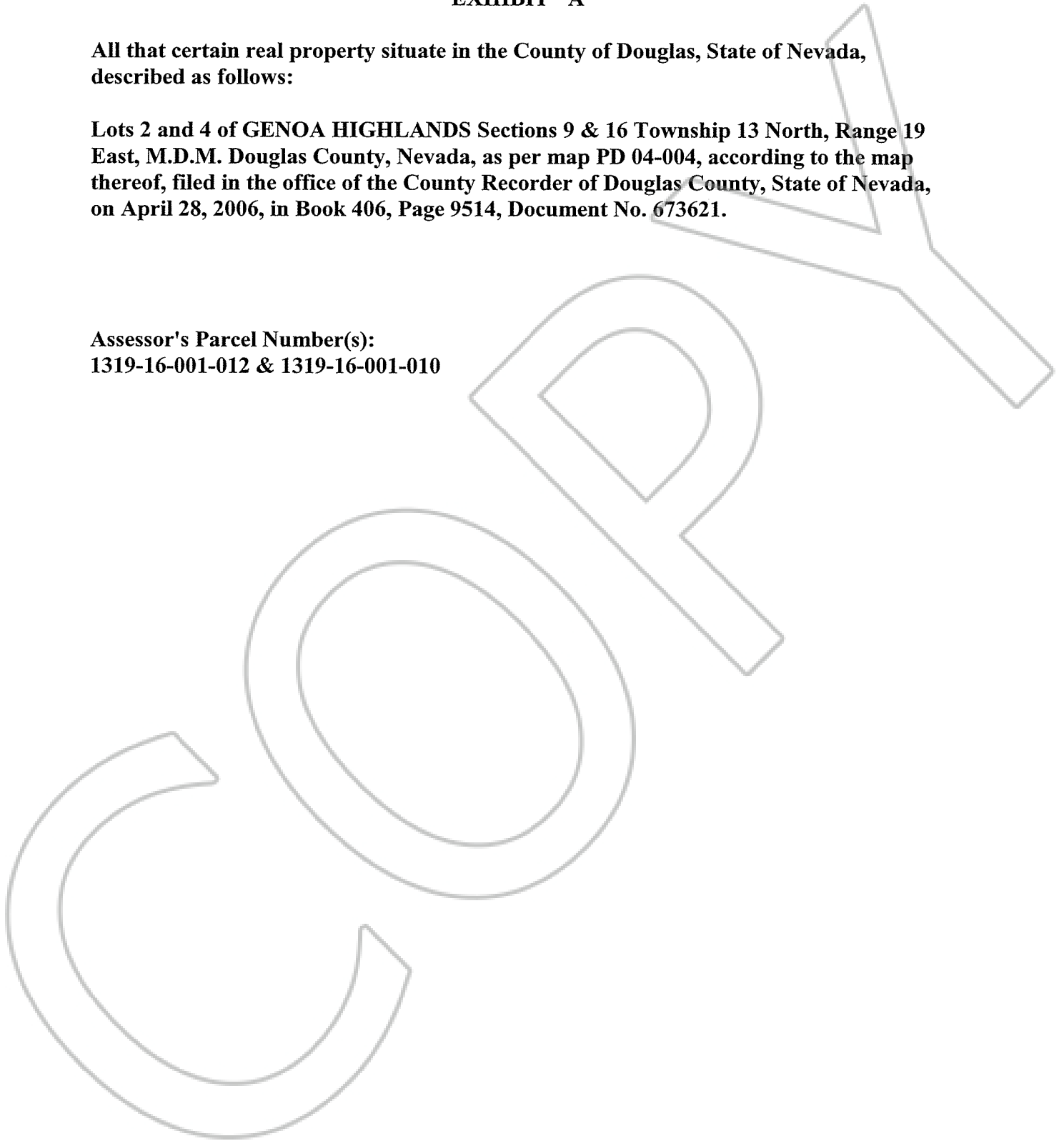


EXHIBIT "A"

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 3 of GENOA HIGHLANDS Sections 9 & 16 Township 13 North, Range 19 East, M.D.M. Douglas County, Nevada, as per map PD 04-004, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on April 28, 2006, in Book 406, Page 9514, Document No. 673621.

**Assessor's Parcel Number(s):
1319-16-001-011**

