

APN# 1320-34-001-032 & 33



KAREN ELLISON, RECORDER

Recording Requested by/Mail to:

Name: Beverly Cashen

Address: 1296 Downs Dr.

City/State/Zip: Minden, NV 89423

Mail Tax Statements to:

Name: N/A

Address: _____

City/State/Zip: _____

Private Road Maintenance Agreement
Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording contains personal information as required by law: (check applicable)

- Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)
- Judgment – NRS 17.150(4)
- Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

Private Road Maintenance Agreement

An agreement made this date of 5-18-18 applicable to the undersigned parcel owners and users.

WHEREAS, **Susan Hanly, Phillip Sorbet and Phyllis Sorbet** (hereinafter referred to collectively as "the parties" do intend to provide for the joint and several maintenance of the road (hereinafter referred to as "The Road") to be shared and used equally by them and agree to the following terms and conditions:

- 1. Description of Road.** The road to be maintained is known as **SORBET WAY, GARDNERVILLE, NV.**
- 2. Ownership.** The road is an Easement, by virtue of that certain Deed, dated 05/06/11 and recorded GRANT, BARGAIN & SALE DEED, as File No. 143-2405471 (Rt), Official Records of Douglas County, State of Nevada
- 3. Duties.** Each of the Parties shall be jointly and severally responsible for the maintenance of said road including but not limited to the resurfacing, grading, removal or installation of culverts and drainage pipes, and removal of any obstructions of the road. Said maintenance shall include prorated responsibility of the Parties for all costs involved.
- 4. Use of the Road.** The parties agree that the use of the road shall be shared equally and neither shall have the right to interfere with the use of the road by the other. Further, the Parties agree that each and the other may extend the right of use of the Road to guest and visitors.
- 5. Cost of Sharing.** Road maintenance and road improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above mentioned road. Each parcel owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based on the percentage of roadway extending from the start of the Private Road (at Orchard) to the end of each parcel owner's parcel border (See Attachment #1) Repair and maintenance work on the private road shall commence when a majority agree that such work is needed.
- 6. Failure to Comply.** Should any Lot Owner fail to pay the pro rata share of costs and expenses as provided in this Agreement, then the Lot Owners shall be entitled to institute legal action for the collection of funds advanced on behalf of such Lot Owners. The Owners shall be entitled to recover all costs and disbursements of such action, including such sum or sums as for court fees and if necessary reasonable attorney's fees.
- 7. Liability.** Any liability of the Lot Owners for personal injury to any worker employed to make repairs or provide maintenance under this Agreement, or to third persons, as well as any liability of the Lot Owners for damage to the Property, or any such worker, or of any third persons, as a result of or arising out of repairs and maintenance under this Agreement, shall be borne, as

between the Lot Owners in the same percentages as they bear the costs and expenses of such repairs and maintenance.

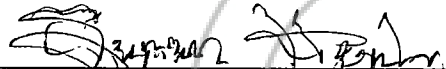
- 8. **Effective Term.** The agreement shall be perpetual, and shall encumber and run with the land as long as the road remains private.
- 9. **Addresses of parties.** The addresses of the respective Parties to this agreement for notice purposes are as follows:

Susan Hanly
P. O. Box
Minden, NV 89423

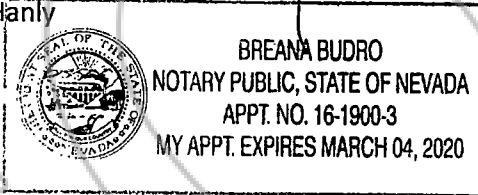
Philip and Phyllis Sorbet
7351 Meadows of the Kern Drive
Bakersfield, CA 93301

- 10. **Successor in interest.** The parties agree that this agreement shall run with the land as a covenant and shall be binding upon their successor in interest, assigns, heirs and personal representatives.

Dated: 5-18-18




Susan Hanly

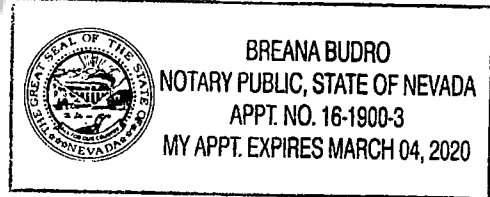




Philip Sorbet



Phyllis Sorbet



State of Nevada

County of Douglas

This instrument was acknowledged before me on May 18, 2018

By Susan Hanly

Signature Breana Budro
Notary Public



BREANA BUDRO
NOTARY PUBLIC, STATE OF NEVADA
APPT. NO. 16-1900-3
MY APPT. EXPIRES MARCH 04, 2020

STATE OF NEVADA
COUNTY OF DOUGLAS

} SS:

This instrument was acknowledged before me on May 23, 2018, by
Phyllis Sorbet

Breana Budro
NOTARY PUBLIC

COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of KERN)

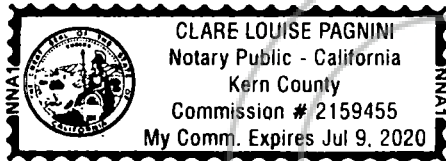
On 5-31-2018 before me, CLARE PAGNINI NOTARY
Date Here Insert Name and Title of the Officer

personally appeared PHILLIP EMMANUEL SORBET
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ROAD MAINT AGREEMENT Document Date: N/A
Number of Pages: 4 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: PHIL SORBET
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Office, — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ATTACHMENT #1

Sorbet Way – Road Maintenance Agreement

Pro-rated cost share

APN: 1320-34-001-032
1566 Sorbet Way
Gardnerville, NV 89410

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1565 Sorbet Way
Gardnerville, NV 89410

