

EACH GROUP OF 4 LOTS WILL GET ONE OF THESE AGREEMENTS ON THEIR SHARED DRIVEWAY

PRIVATE ROAD MAINTENANCE AGREEMENT

Churchill County, Nevada

The conditions, terms and covenants expressed in this document shall run with the land for each parcel listed in Exhibit A and shall bind current and successor owners.

1. AGREEMENT PURPOSES

The undersigned acknowledge that the purposes of this agreement are: (a) to acknowledge that the easement serving the benefiting properties is a public access and utility easement with a driveway that is privately maintained, (b) to provide a mechanism for maintenance of the private driveway, and (c) to provide terms for sharing road maintenance costs in the event of future development of the benefiting properties.

2. BENEFITING PROPERTIES

The properties served by and benefiting from use of the private driveway, are each described in Exhibit A attached and made a part hereof. Management of road maintenance activities shall be determined by majority vote by owners of the benefiting properties. Each of the benefiting properties is provided with one vote and one share of road maintenance costs. In the event of a benefiting property being further divided, the new parcels shall also be subject to this maintenance agreement and shall become benefiting properties, and costs shall be reapportioned equally among all benefiting properties. In the event of a benefiting property or subsequently divided property being developed for non-residential use, a proportionate share of future cost responsibility and voting privileges shall be determined by vote of the current benefiting property owners and assigned to the non-residential use based on the traffic generated.

3. COST OF ROAD MAINTENANCE

All costs associated with maintenance of the private driveway shall be apportioned to each benefiting property as described above.

Owners of benefiting properties shall determine by vote the rules and methods for the management of maintenance activities and handling of funds, as needed. Owners of benefiting properties shall appoint one of the owners to oversee maintenance and repair of the private driveway. That owner will arrange on behalf of all owners all private road maintenance. The actual cost of the maintenance shall be billed no less frequently than once each year.

Potential road maintenance shall include but not be limited to snow plowing, grading, adding gravel, maintaining drainage ditches and stormwater detention basins, repair and patching of the road surface, replacement of road signs, street lighting and related power bills, and any necessary insurance coverage for the private road.

When damage to the road is caused by, or on behalf of, or in the service of an individual owner of a benefiting property, that owner shall be responsible for the full cost of repair of said damage. Disputes shall be resolved by majority vote of the benefiting property owners.

4. USE OF PRIVATE ROAD

Each owner of a benefiting property shall have use of the private driveway without any form of interference or obstruction resulting from actions of any other benefiting parcel owner. Each owner of a benefiting property may further develop their property as allowed under County law, subject to the provisions this agreement.

5. ENFORCEMENTS OF THIS AGREEMENT

Any owner(s) of a benefiting property has the right to commence an action against any other benefiting parcel owner(s) who may be in violation of this agreement.

The conditions, terms and covenants contained in this Agreement shall be binding on the undersigned benefiting parcel owners and their successors or assigns in title.

6. COUNTY DISCLAIMER

It is understood and agreed that Churchill County, the Churchill County Road Department and its officers and agents shall not be liable or responsible in any manner for the maintenance or improvement of the private driveway, nor are they liable or responsible for any cause of action, claim, damages or demand of any kind or character arising out of or by reason of the activities or improvements involving the private driveway.

7. INVALIDITY

Should any provision of this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

8. TERM

This Agreement shall be perpetual and shall encumber and run with the land as long as the road remains private.

EXHIBIT A

[Owner(s) Name]

Parcel XXXXX of Parcel Map for XXXXXXXXXXXXXXXX, Document XXXXX Churchill County Records.

APN XXX-YYY-ZZ

ADD NOTARY BLOCK

[Owner(s) Name]

Parcel XXXXX of Parcel Map for XXXXXXXXXXXXXXXX, Document XXXXX Churchill County Records.

APN XXX-YYY-ZZ

ADD NOTARY BLOCK

[Owner(s) Name]

Parcel XXXXX of Parcel Map for XXXXXXXXXXXXXXXX, Document XXXXX Churchill County Records.

APN XXX-YYY-ZZ

ADD NOTARY BLOCK

[Owner(s) Name]

Parcel XXXXX of Parcel Map for XXXXXXXXXXXXXXXX, Document XXXXX Churchill County Records.

APN XXX-YYY-ZZ

ADD NOTARY BLOCK