

DOC # 0214088

11/05/2009

11:29 AM

**Official Record**

Recording requested By  
SELENA MINOLETTI

Eureka County - NV

Mike Rebaleati - Recorder

Fee: ~~\$17.00~~ 45.00 Page 1 of 5  
RPTT: Recorded By: FES  
Book- 495 Page- 0198

APN# 007-340-28,007-340-29,007-340-30

Recording Requested by:

Name Selena Minoletti

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

\_\_\_\_\_

Agreement for Road Maintenance

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.  
(Additional recording fee applies)

This cover page must be typed or printed.

## Standard Road Maintenance Agreement

WHEREAS, the parties hereto are the owners of adjoining parcels of land served by an easement of right-of-way shown on the aforesaid plat of survey made by Robert E. Morley c/o High Desert Engineering (640 Idaho Street, Elko NV 89891- Phone (775) 738-4053), Land Surveyor, dated 10-9-08, recorded as aforesaid in the Recorder's Office Eureka County, Nevada, shown on said plat as INGRESS & EGRESS EASEMENT" which provides access to these parcels:

007-340-28

007-340-29

007-340-30

WHEREAS, the parties desire to enter into agreement in order to provide for the maintenance, repair, and upkeep of such road.

NOW, THEREFORE, in consideration of the premises and mutual covenants provided herein, the parties agree as follows:

1) The parties hereby agree on behalf of themselves, their heirs, personal representatives, successors, and assigns, to maintain said road and to perform repairs so as to maintain the road in good and safe condition in accordance with standards set forth below. The parties hereby agree to share in the cost of such maintenance and repair pro rata based upon the number of lots owned, regardless of the size of any particular lot or distance traveled over the road; provided, however, that in the event that a part's agent or business or professional invitee causes damages to the road other than ordinary wear and tear, said party shall be required to repair such damage and bear the cost thereof exclusively; provided further, in the event of further subdivision of the above-listed lots, each of the resulting lots so created that have an easement or right of use of the road shall share in the cost and maintenance and repair on a pro rata basis with all of the other lots.

(2) The terms "maintenance" and "repair" shall include, but not be limited to, repairing the road surface, adding stone, clearing obstructions, grading or scraping the road as necessary, cleaning or recutting ditches as necessary, trimming brush along the roadside, removing snow, unplugging or opening culverts or drainpipes, and performing any and all other necessary work required to maintain the road in a condition that will allow for reasonable and safe access of standard passenger vehicles.

(3) Each party hereby grants to the other parties hereto a temporary construction easement across the lot owned by such party for the purpose of maintaining, repairing, or upgrading the road, as provided for in this agreement.

(4) The covenants set forth in this road maintenance agreement shall run with the land described above and owned by the parties hereto and shall be binding on the heirs, personal representatives, successors, and assigns of the parties hereto.

(5) The road which is the subject of this maintenance agreement is not dedicated to public use. It will not be maintained by Eureka County authorities or by the Eureka



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**EXHIBIT 'A'**

**PARCEL NO. 3 AS SHOWN ON THAT CERTAIN PARCEL MAP FOR JOHN B. MINOLETTI AND NANCY M. MINOLETTI FILED IN THE OFFICE OF THE COUNTY RECORDER OF EUREKA COUNTY, STATE OF NEVADA, ON NOVEMBER 6, 2008, AS FILE NO. 212715, BEING A PORTION OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B.&M.**

**TOGETHER WITH A 30' PRIVATE ACCESS EASEMENT OVER PARCEL 1 AS DEPICTED ON THAT CERTAIN PARCEL MAP FOR JOHN B. MINOLETTI AND NANCY M. MINOLETTI FILED IN THE OFFICE OF THE COUNTY RECORDER OF EUREKA COUNTY, STATE OF NEVADA, ON NOVEMBER 6, 2008, AS FILE NO. 212715, BEING A PORTION OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B.&M.**

**A.P.N. 007-340-30**



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Department of Transportation and owners will not request to be included in the Eureka Department of Transportation's Rural Addition Program.

(6) This road maintenance agreement contains the entire agreement between the parties hereto and shall be construed and interpreted according to the laws of the Commonwealth of Nevada.

This conveyance is made SUBJECT TO all easements, restrictions and conditions of record as the same may lawfully apply to the real estate herein conveyed.


Reference is hereby made to the aforementioned deed, plat and other instruments in the chain of title for a more particular description of the property herein conveyed.

WITNESS the following signatures:

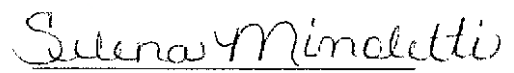
  
John Minoletti

  
Nancy Minoletti

  
Giovanni Minoletti

  
Doris Minoletti

  
Fred Minoletti

  
Selena Minoletti

## Notarial Certificate for Acknowledgment

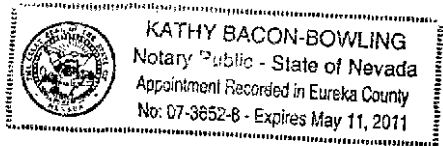
State of Nevada

County of Eureka

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or

she signed the foregoing document: John Minoletti, Nancy Minoletti, Giovanni Minoletti, Doris Minoletti, Fred Minoletti & Selena Minoletti  
name(s) of principal(s)

Date: NOV. 5, 2009



(seal)

Kathy Bacon-Bowling  
Signature of Notary

Kathy Bacon-Bowling  
Printed Name of Notary

My commission expires: May 11, 2011



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