

Official Record

Recording requested By  
STEPHEN ROEMER

Lincoln County - NV  
Leslie Boucher - Recorder

Fee: \$17.00

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RPTT:

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Book- 277

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0445



APN 008-061-30

APN 008-061-32

APN 008-061-35

JOINT ROAD MAINTENANCE AGREEMENT

Title of Document

Affirmation Statement

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of any person or persons. (Per NRS 239B.030)

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law:

(State specific law)

Signature

Title

STEPHEN

Print

ROEMER

3-29-13

Date

Grantees address and mail tax statement:

STEPHEN ROEMER

PO Box 158

ALAMO NV 89001

702 203-6069



**JOINT ROAD MAINTENANCE AGREEMENT**

**OWNERS NAME/ LEGAL DESCRIPTION/ PARCEL**

**APN# 008-061-30  
Stephen & Stefanie Roemer  
2024 Bunkerhill Road  
Alamo, NV 89001**

**OWNERS NAME/ LEGAL DESCRIPTION/PARCEL**

**APN# 008-061-32  
Vernon & Becky Bunker  
2052 Bunkerhill Road  
Alamo, NV 89001**

**OWNERS NAME/ LEGAL DESCRIPTION/PARCEL**

**APN# 008-061-31 / 008-061-35  
William & Shirley Bunker  
2037 Bunkerhill Road  
Alamo, NV 89001**

**WHEREAS, EACH PARTY HERETO ON BEHALF OF HIMSELF OR HERSELF, AND RESPECTIVE HEIRS, SUCCESORS OR ASSIGNS, WISHES TO CONTRACT FOR PERPETUAL MAINTENANCE OF THE:  
30' EASEMENT**

**EACH PARTY AGREES AS FOLLOWS:**

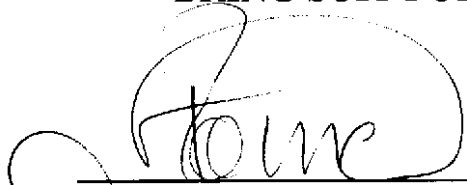
- 1. MAINTENANCE. THE PARTIES SHALL MAINTAIN AND REPAIR THE EXISTING ROAD. ALL PARTIES SHALL SHARE THE EXPENSES FOR NORMAL MAINTENANCE AND REPAIR ACCORDING TO DISTANCE OF ROAD USE.**
- 2. PAYMENT. THE COST FOR AGREED MAINTENANCE AND REPAIR SHALL BE BORNE AND SHARED BY THE OWNERS OF THE PARCELS HAVING EQUAL ACCESS THEREFROM ACCORDING TO DISTANCE OF ROAD USE.**

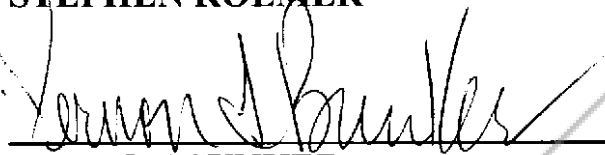
**IN THE CONSENT TO REPAIR, THE PARTIES SHALL DESIGNATE A PARTY TO BE THE AGENT FOR CONTRACTING OR UNDERTAKING THE AGREED REPAIR OR MAINTENANCE AND TO COLLECT EACH PARTY'S SHARE OF THE COST THEREOF**

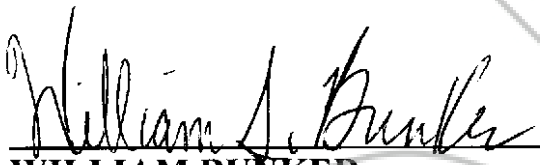
- 3. SUCCESSIONS IN INTEREST. THIS AGREEMENT IS BINDING ON THE HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST OF THE PARTIES.**
  
- 4. UNDERGROUND UTILITY REPAIRS. WHENEVER CHANGES TO OR EMERGENCY REPAIRS ARE REQUIRED TO THE UNDERGROUND SERVICING SYSTEMS (WATER, ELECTRICITY, CABLE AND PHONE) THAT REQUIRE BREAKING THE SURFACE OF THE EASEMENT PROPERTY TO CONDUCT REPAIR OR CHANGE, THE PROPERTY OWNER AND OTHER PARTIES HAVING SERVICE SYSTEMS WITHIN THE EASEMENT AREA SHALL BE NOTIFIED IMMEDIATELY. THE METHOD USED TO EXPOSE THE SERVICE SYSTEM FOR CHANGE OR REPAIR SHALL BE AGREED TO BY THE PROPERTY OWNER PRIOR TO INITIATION.**
  
- 5. DAMAGE. IT IS ALSO UNDERSTOOD AND AGREED THAT IF THE OWNER OF A PARCEL HAVING ACCESS OVER THIS EASEMENT DAMAGES OR DISTURBS THE SURFACE OF THE ROADWAY OVER THIS EASEMENT, (OTHER THAN NORMAL AUTOMOBILE AND SERVICE INGRESS AND EGRESS.) THEN HE/SHE SHALL BE RESPONSIBLE TO IMMEDIATELY RESTORE THE ROAD SURFACE TO AS NEARLY AS POSSIBLE THE CONDITION IN WHICH IT EXISTED PRIOR TO BEING DISTURBED.**
  
- 6. UNPAID COSTS OR UNREPAIRED DAMAGE TO BE A LIEN ON LAND. IN THE EVENT A PARTY DOES NOT PAY HIS OR HERS PRO RATA SHARE ON COSTS WITHIN HUNDERT EIGHTY DAYS AFTER IT IS REQUESTED OR A PARTY RESPONSIBLE FOR DAMAGE TO THE ROADWAY**



**DOES NOT IMMEDIATELY CORRECT THE DAMAGE,  
THEN THE REMAINING PARTIES SHALL BE ENTITLED  
TO CLAIM A LIEN AGAINST THE NON-PAYING OR NON-  
PERFORMING PARTY'S PARCEL OF PROPERTY, AND TO  
BRING SUIT FOR SUCH COSTS INCURRED THEREBY.**

  
\_\_\_\_\_  
**STEPHEN ROEMER**

  
\_\_\_\_\_  
**VERNON BUNKER**

  
\_\_\_\_\_  
**WILLIAM BUNKER**

