

AGREEMENT

This Agreement, made and entered into this 14th day of March, _____, 1984, by and between the MACK FAMILY TRUST, hereinafter "MACK" and the MINDEN-GARDNERVILLE SANITATION DISTRICT, hereinafter "MGSD".

W I T N E S S E T H:

WHEREAS, MACK and MGSD have previously entered into various options and easement agreements relating to the location of certain easements and the provision of various services and consideration for such easements; and

WHEREAS, there exists uncertainty relating to the previous agreements and the easement alignments which the parties hereto desire to clarify and correct by this agreement;

NOW, THEREFORE, in consideration of the sum of Three Thousand Dollars (\$3,000.00), receipt of which is hereby acknowledged and the mutual covenants and conditions herein contained, the parties do agree as follows:

1. Previous Agreements: The previous Option for Grant of Easement dated March 5, 1976, the Memorandum of Option to Grant Easement of March 5, 1976, the Agreement for Easement and Provision for Providing Sewer Service dated March 3, 1978 and the Grant of Easement for Sewer Line dated December 12, 1978, are hereby superceded to the extent that those agreements are inconsistent with the terms of this agreement.

Where this agreement is inconsistent with the provisions of those above referenced agreements it is the intent of the parties hereto that this agreement shall supercede, modify, alter and amend those previous agreements.

098628
BOOK 384 PAGE 2097

2. Sewer Service to Existing Structures: There are three (3) existing structures on the property owned by MACK described in Exhibit "A" attached hereto and incorporated herein by this reference. MGSD does hereby agree to provide sewer service consisting of the collection and treatment of the effluent from the three (3) structures located on the Exhibit "A" property. Such sewer service will be provided at no charge to MACK, its assignees, successors or heirs for a period of twenty-five (25) years or until December 31, 2003. Thereafter the three (3) structures may be charged monthly service fees in accordance with the posted rates applicable to all MGSD customers at that date. No other charges or fees will result to the three (3) structures. It is acknowledged and agreed that the sewer service described herein cannot be transferred to any other structure or location by MACK, excepting a structure having a similar EDU count on the same location rebuilt as a result of destruction. Any sewage effluent will meet MGSD standards.

3. Sewer Easement Alignment: Due to a clerical error, the easement for sewer line contains a legal description which does not conform to the actual location of the sewer line, as constructed. Such erroneous description is set forth at Book 1278, Page 708, Official Records, Douglas County Recorder's Office. The parties hereto agree that it is in the best interests of all parties to abandon the erroneously described easement alignment in the property presently owned by MACK on the date this agreement is executed and substitute a proper 20' wide deeded easement with accurate descriptions along the alignment set forth in Exhibit "A" attached hereto and incorporated herein by this reference. The parties agree that this may be accomplished by either re-recording the original deed with proper legal descriptions solely for purposes of correcting the legal description. Alternatively, the parties agree to

098628
BOOK 384 PAGE 2098

abandon or terminate the original easement deed and then record a new easement deed with proper and accurate legal descriptions.

4. Reservation of Sewer Treatment Capacity: As partial consideration for the grant of the easement by MACK, MGSD agrees to set aside and reserve capacity of 44,750 gallons per day (gpd) of the effluent treatment capability of MGSD's sewage treatment plant. The above reserve capacity takes into account a previous allocation of 5250 gpd already utilized by MACK relative to the BELLARA #3 property and which totalled a 50,000 gallon original commitment. It is understood and acknowledged by the parties hereto that the reserved capacity envisioned in this Paragraph 4 shall be set aside and allocated for the benefit of MACK, provided that the then applicable connection fees and service fees shall be applicable to the reserved capacity at such time as the reserved capacity is actually utilized. The service area where such reserved capacity shall be available for use is as depicted in Exhibit "A" attached hereto and incorporated herein by this reference.

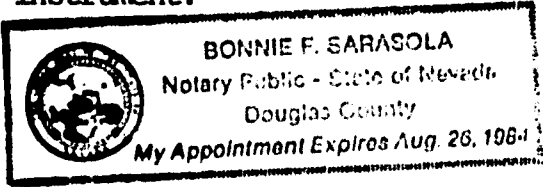
It is acknowledged and agreed that for purpose of calculating the needs of a residential unit, that an allocation of 350 gallons per day of sewage capacity per residential dwelling unit shall be used.

5. Further Assurances: The parties hereto agree to execute any and all further documents necessary to effectuate and consummate the purposes and intent of this agreement upon the reasonable request of the other party.

098628
BOOK **384** PAGE **2099**

STATE OF NEVADA)
 : SS
COUNTY OF DOUGLAS)

On March 14, 1984, personally appeared before me, a Notary Public,
Jerome Etchegoyhen, who acknowledged that he executed the above
instrument.




NOTARY PUBLIC

COPY

098628
BOOK 384 PAGE 2101



TOWN OF MINDEN

**MACK OWNERSHIP AND
AREA OF USE
FOR RESERVED CAPACITY
OF 44,750 GALLONS**

EXISTING SEWER LINE

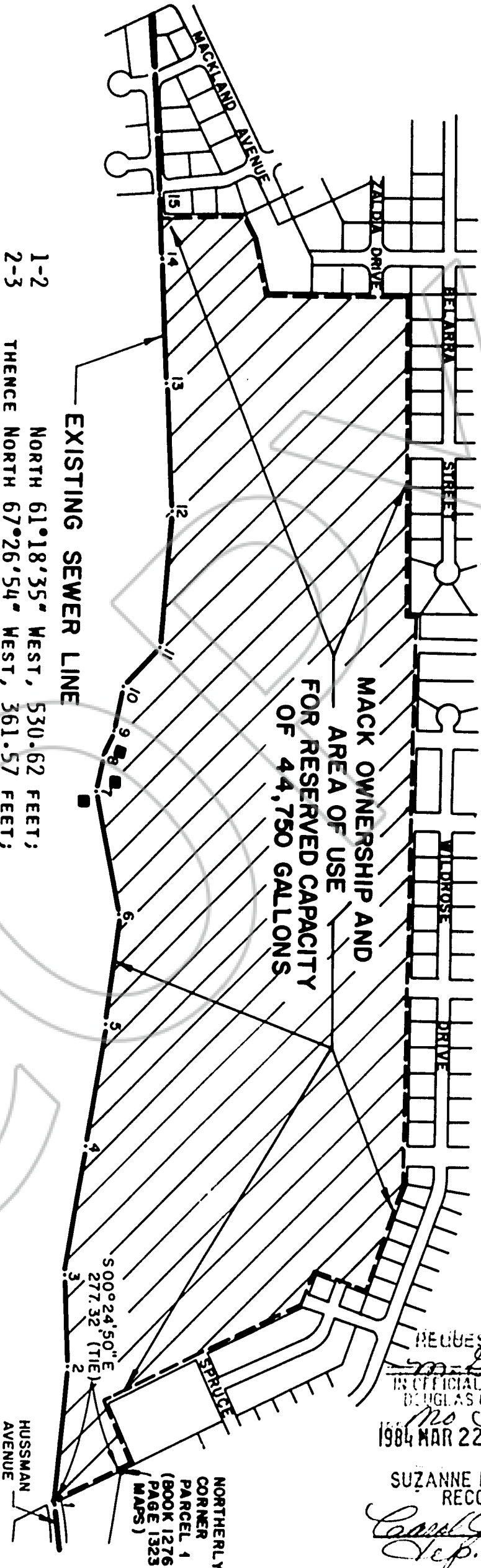
1-2	NORTH 61°18'35" WEST,	530.62 FEET;
2-3	THENCE NORTH 67°26'54" WEST,	361.57 FEET;
3-4	THENCE NORTH 57°06'57" WEST,	512.69 FEET;
4-5	THENCE NORTH 57°15'55" WEST,	485.75 FEET;
5-6	THENCE NORTH 58°39'28" WEST,	426.52 FEET;
6-7	THENCE NORTH 77°22'30" WEST,	496.46 FEET;
7-8	THENCE NORTH 49°28'53" WEST,	153.36 FEET;
8-9	THENCE NORTH 41°41'41" WEST,	101.28 FEET;
9-10	THENCE NORTH 55°47'04" WEST,	187.19 FEET;
10-11	THENCE NORTH 22°37'46" WEST,	208.14 FEET;
11-12	THENCE NORTH 60°34'35" WEST,	537.25 FEET;
12-13	THENCE NORTH 67°09'20" WEST,	507.21 FEET;
13-14	THENCE NORTH 67°08'12" WEST,	496.97 FEET;
14-15	THENCE NORTH 67°08'10" WEST,	164.75 FEET.

■ EXISTING STRUCTURES - APPROXIMATE LOCATION

MACK SEWER AGREEMENT

EXHIBIT A

3/8/84



REQUESTED BY
[Signature]
IN OFFICIAL RECORDS OF
DEGLAS CO. NEVADA
Mo Fee
1984 MAR 22 6 PM 1: 18

SUZANNE BEAUDREAU
RECORDER

[Signature]
098628
BOOK 384 PAGE 2102

NORTHERLY
CORNER
PARCEL 1
(BOOK 1276
PAGE 1323
MAPS)

S00°24'50" E
277.32 (TIE)