

Return to: Minden-Gardnerville Sanitation Dist.,
P. O. Box 568
Minden, NV 89423

COVENANT AND
CONTRACT FOR PROVIDING SEWER SERVICES

Agreement made October 19, 1987 between ROBERT J. COOK AND JAMES R. COOK, hereinafter referred to as the owners, and the MINDEN-GARDNERVILLE SANITATION DISTRICT, a governmental body organized under the laws of the State of Nevada, and hereinafter referred to as the District:

RECITALS

WHEREAS, the owners of the below described real property situate in Douglas County, Nevada:

A portion of the Southwest one-quarter of Section 9, Township 12 North, Range 20 East, M.D.B.& M., Douglas County, Nevada, being more particularly described as follows:

Beginning at a point on the westerly right-of-way line of Centerville Lane, which bears N. $26^{\circ}31'55''$ E., 2816.19 feet from the Southwest corner of said Section 9, said point being the Northeast corner of Assessors Parcel No. 27-160-17 as described in Deed Document No. 104492 of the Douglas County Recorder's Office; thence S. $00^{\circ}02'30''$ E., along said westerly right-of-way line, 195.00 feet; thence continuing along said westerly right-of-way line, 228.96 feet along the arc of a curve to the left having a central angle of $13^{\circ}39'53''$ and a radius of 960.00 feet, (chord bears S. $06^{\circ}47'27''$ W., 228.41 feet), to the Southeast corner of Assessor's Parcel No. 27-160-18 as described in Deed Document No. 104493 of Douglas County Recorder's Office; thence S. $89^{\circ}59'52''$ W., along the southerly line of said Parcel No. 27-160-18, 431.12 feet; thence N. $00^{\circ}10'30''$ W., 226.79 feet; thence N. $02^{\circ}43'50''$ E., 242.30 feet to the northwest corner of Assessor's Parcel No. 27-160-17; thence S. $84^{\circ}00'03''$ E., Along the northerly line of said Parcel no. 27-16-17, 449.60 feet to the POINT OF BEGINNING. Containing 4.616 acres more or less.

WHEREAS, the owners are desirous of obtaining sewer capacity with the District;

Whereas, the District is desirous of providing sewer services to the owners, the parties agree as follows:

SECTION ONE

In consideration of being able to deposit owners' sewage in a sewer line in front of the owners' premises, the owners agree to pay the following fees:

a. An application fee in the sum of \$500. This fee will be applied against the District's expenses for review of owners' plans. Any balance remaining will be refunded but in the event the District's expenses for review of an application exceed the

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fee, the owners will pay to the District the additional expenses. The receipt of this fee is acknowledged by the District.

b. An acreage fee of \$ 2,766.00 (4.61 acres).

c. A capacity fee of \$2,250.00 per sewer unit for a total of 2 units totaling \$4,500.00. This fee is to be paid upon execution of the agreement. Additionally, there is a connection fee presently of \$300 per unit due at which time connection is made.

d. A connection fee will be due and payable upon the owners' connecting to the sewer system and will be the comparable rate being charged within the District for each equivalent dwelling unit and for the applicable use.

e. Monthly charges will be the same as those charged to customers using facilities within the District for a comparable use but adjusted to account for the loss of the tax revenues.

f. Payments pursuant to Paragraph e. above will become due and payable at the District's office on or before the 10th day after the statement has been mailed. A basic penalty for non-payment of charges not paid when due of 10% for the first month's delinquency shall be charged.

In addition, a penalty of 1 1/2% per month for non-payment of the charges and a basic penalty shall be imposed on the first day of the calendar month following the due date. Additional 1 1/2% per month penalties shall be charged for each additional month the account is in arrears.

SECTION TWO

Owners agree to construct all facilities in accordance with the District's applicable rules, regulations and ordinances. The owners will give the District 'five days' notice prior to commencing construction.

SECTION THREE

If the District desires the land being serviced under contract to be annexed or if the owners' lands become contiguous to the Minden-Gardnerville Sanitation District boundaries, the

owners, their heirs or assigns, will cause the lands to be annexed to the District and will pay all applicable fees based on the difference between what the contracting party has paid at the time of entering the contract and what fees are currently being charged for annexation. Additionally, where the lands likewise have become contiguous to the towns of Minden and Gardnerville, the contracting party shall apply for annexation to the appropriate town at the same time.

SECTION FOUR

A contracting party shall have two (2) years in which to use the capacity for which he or she has contracted. Failure to use the capacity within this time will result in the contracting party's reserved capacity becoming available for other uses.

SECTION FIVE

The terms of this agreement shall be deemed to be a covenant which runs with the land and shall be binding upon the heirs, devisees and assigns of the owner. A copy of this agreement shall be recorded in order that subsequent parties will be bound by the terms of this agreement.

SECTION SIX

The owners may at any time terminate the use of the District's facilities by giving the District 30 days' written advance notice. Once all charges have been paid, the agreement shall cease to exist.

SECTION SEVEN

In the event that the District is legally unable to provide services or is prevented from further providing the same, the agreement shall terminate and the District shall have no further obligation to serve the owners, their heirs, devisees or assigns.

SECTION EIGHT

This agreement shall inure to the benefit of and be binding upon the executors, administrators, assigns and successors of the respective parties.

EXECUTED at Minden, Nevada on the date first above written.

DISTRICT

OWNERS

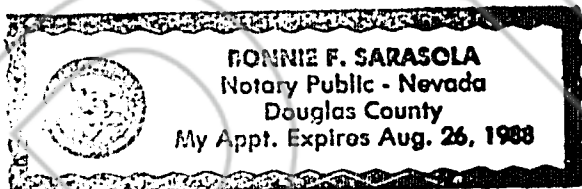
Daniel R. Hellwinkel
DANIEL R. HELLWINKEL, Chairman
of the Board of Trustees
Minden-Gardnerville Sanitation
District

Robert J. Cook
ROBERT J. COOK
James R. Cook
JAMES R. COOK

STATE OF NEVADA)
 : SS
COUNTY OF DOUGLAS)

On October 19 , 1987, personally appeared
before me, a Notary Public, DANIEL R. HELLWINKEL, who
acknowledged that he executed the above instrument.

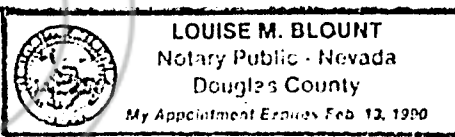
Ronnie F. Sarasola
NOTARY PUBLIC



STATE OF NEVADA)
 : SS
COUNTY OF DOUGLAS)

On August 4 , 1987, personally appeared
before me, a Notary Public, ROBERT J. COOK, who acknowledged that
he executed the above instrument.

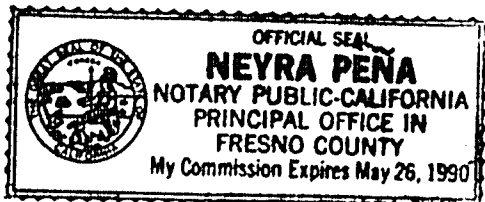
Louise M. Blount
NOTARY PUBLIC



California
STATE OF NEVADA)
 Fresno : SS
COUNTY OF DOUGLAS)

On July 01, , 1987, personally
appeared before me, a Notary Public, JAMES R. COOK, who
acknowledged that he executed the above instrument.

Neyra Pena
NOTARY PUBLIC



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COPY

REQUESTED BY
M. S. AD
IN OFFICIAL RECORDS OF
COUNTY OF NEVADA

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SUZANNE DEANDREAU
RECORDER

Geo PAID LS DEPUTY

SEARCHED
SERIALIZED
INDEXED
FILED
OCT 20 1987
CLERK OF COUNTY OF NEVADA

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