

Return To: Minden-Gardnerville Sanitation District
P. O. Box 568
Minden, Nevada 89423

COVENANT

Agreement made on the 2nd day of February, 1988,
between the Douglas County School District, hereinafter referred
to as owner, and the MINDEN-GARDNERVILLE SANITATION DISTRICT, a
governmental body organized under the laws of the State of
Nevada, and hereinafter referred to as District:

RECITALS

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

Located within a portion of the South
one-half (S $\frac{1}{2}$) of Section 32 and the South
one-half (S $\frac{1}{2}$) of Section 33, both within
Township 13 North, Range 19 East, Mount
Diablo Baseline and Meridan, Douglas County,
Nevada, described as follows:

Commencing at the quarter ($\frac{1}{4}$) corner
common to Sections 32 and 33, T.13N., R.20E.,
M.D.B.&M., THE POINT OF BEGINNING; thence
South 14° 23' East, 538.23 feet, more or less;
thence North 45° 03' East, 200.00 feet, more
or less; thence South 44° 57' East, 502.00
feet more or less; thence South 45° 03' West,
260.00 feet more or less, to the Northeast
corner of Douglas County School District,
parcel A.P.N. 25-090-04; thence along the
Northeasterly boundary of said parcel North
44° 57' West, 180.31 feet, more or less;
thence continuing along said Northeasterly
boundary North 49° 51' West, 1017.05 feet,
more or less; thence North 07° 31' West,
138.00 feet, more or less to the Southerly
boundary of A.P.N. 25-283-17; thence along
said boundary and the Southerly boundary of
A.P.N. 23-010-60 South 89° 52' East, 477.00
feet, more or less, to THE POINT OF
BEGINNING, containing 7.50 acres, more or
less.

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WHEREAS, the owner is desirous of obtaining sewer capacity with the District;

WHEREAS, the District is desirous of providing sewer services to the owner;

WHEREFORE, the parties agree as follows:

SECTION ONE

In consideration of being able to deposit owner's sewage in the existing sewer line in front of the owner's premise, the owner agrees to pay the following fees:

a. An application fee in the sum of \$500.00. This fee will be applied against the District's expenses for review of owner's plans. Any balance remaining will be refunded but in the event the District's expenses for review of an application exceed the fee, the owner will pay to the District the additional expenses. The receipt of this fee is acknowledged by the District.

b. An acreage fee of \$600.00 per acre is due and payable upon the approval of the annexation application. This fee shall be paid in full upon approval of the application and in accordance with the procedure set forth in paragraph (e) below.

c. A capacity fee of \$2,250.00 per sewer unit due and payable within 2 years of the signing of the ordinance annexing the land, or immediately upon issuance of a sewer permit is issued for construction, whichever occurs first. Additionally, there is a connection fee due immediately on issuance of a connection permit. This fee is subject to revision, and the amount of the fee will be that which is currently established and in existence at the time the connection permit is issued.

d. A monthly fee will be due and payable upon the owner's connecting to the sewer system and will be the comparable rate being charged within the District for each equivalent dwelling unit. The owner and/or owners of record at the time the charge is assessed will be responsible for making the payment, and the payment amount will be in such amount as is being charged by the District at the time the payment is due for the particular use or type of use or uses for which the service is devoted, such amounts to be increased from time to time in accordance with the District's revised rate regulations.

e. Payments pursuant to Paragraph (d) 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 basic penalty shall be imposed on the first day of the calendar month following the due date. Additional 1-1/2% 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 owner will give the District five days' notice prior to commencing construction.

SECTION THREE

The terms of this agreement shall be deemed to be a covenant which runs with the land and shall be binding upon the heirs,

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devises and assigns of the owner. A copy of this agreement shall be recorded in order that subsequent parties will be bound for the terms of this agreement.

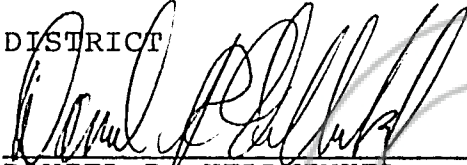
SECTION FOUR

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 owner, their heirs, devisees or assigns.

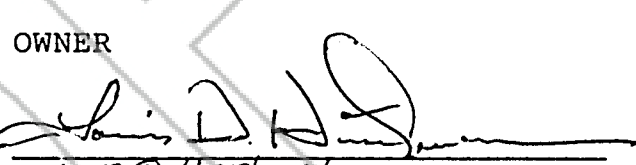
SECTION FIVE

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

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

DISTRICT



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

OWNER


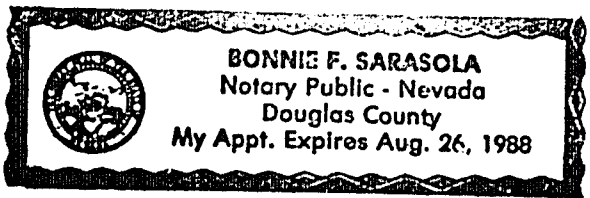
LOUIS D. HIRSCHMAN
Assistant Superintendent/Business
Douglas County School District

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On the 2nd day of February, 1988, personally appeared before me, a Notary Public, DANIEL R. HELLWINKEL, who acknowledged that he executed the above instrument.



Notary Public



STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On the 8th day of January, 1988, personally
appeared before me, a Notary Public, Louis H. Hirschman,
who acknowledged that he/she executed the above instrument.

Susan Y. Estes
Notary Public



STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On the _____ day of _____, 19____, personally
appeared before me, a Notary Public, _____,
who acknowledged that he/she executed the above instrument.

Notary Public

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On the _____ day of _____, 19____, personally
appeared before me, a Notary Public, _____,
who acknowledged that he/she executed the above instrument.

Notary Public

REQUESTED BY
M. S. D.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'88 FEB -9 P1:16

SUZANNE BEAUDREAU
RECORDER

\$ 9.00 PAID JL DEPUTY

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