

When recorded please return to:

✓Minden-Gardnerville Sanitation District  
P. O. Box 568  
Minden, Nevada 89423

AGREEMENT

This AGREEMENT is made on the 3 day of January, 1989,<sup>14 Self</sup> between Mack Land & Cattle Company, (hereinafter referred to as "OWNER"), and the MINDEN-GARDNERVILLE SANITATION DISTRICT, a governmental body organized under the laws of the State of Nevada, (hereinafter referred to as "DISTRICT"):

W I T N E S S E T H

WHEREAS, the OWNER has real property situate in the Northeast one-quarter of Section 31, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, specifically described as follows:

Commencing at the Northeasterly corner of Lot 1, Block G of Mackland Subdivision recorded as Document Number 51372 in Book 1280 at Page 475, Douglas County Recorder, THE POINT OF BEGINNING; thence South 63° 25' 00" East, 720.00 feet along the southerly boundary of Belarra Subdivision unit 2B as recorded as Document Number 16600 in Book 178 at Page 585, Douglas County Recorder, and the southerly boundary of Belarra Subdivision Unit 3, as recorded as Document Number 25373 in Book 978 at Page 1279, Douglas County Recorder; thence 26° 35' 00" West, 580.00 feet; thence North 63° 25' 00" West 720.00 feet to the southeasterly corner of Parcel 3 of Parcel Map for Mack Land and Cattle Company as recorded as Document Number 104170 in Book 784 at Page 2462, Douglas County Recorder; thence North 26° 35' 00" East, 580.00 feet along the easterly boundary of said Parcel 3 and said Mackland Subdivision, to the POINT OF BEGINNING, containing 9.59 acres, more or less.

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WHEREAS, the OWNER is desirous of obtaining sewer capacity and sewer service from the DISTRICT;

WHEREAS, the DISTRICT is desirous of providing such sewer capacity and sewer service to OWNER;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, 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 premises, 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 to OWNER 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 is due and payable within 2 years of the signing of the ordinance annexing the land, or immediately upon issuance of a sewer permit 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

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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 1½% 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 1½% penalties shall be charged for each additional month the account is in arrears.

#### SECTION TWO

OWNER agrees 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.

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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, 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.

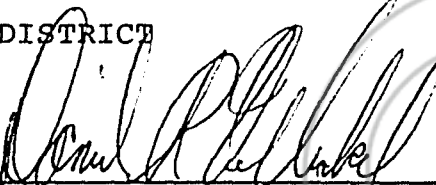
SECTION FOUR

In the event that the DISTRICT is legally unable to provide services or is prevented from further providing the same, this Agreement shall terminate and the DISTRICT shall have no further obligation to serve the OWNER, its 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 parties.

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

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

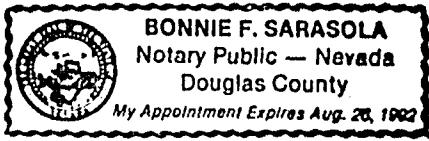
OWNER  
  
Mack Land & Cattle Company *Duane E. Mack*  
By Its: *Managing Partner*

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STATE OF NEVADA )  
                                  : ss  
COUNTY OF WASHOE )

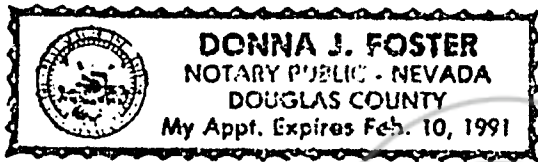
On the 11th day of January, <sup>1989</sup>~~1988~~, personally appeared before me, a Notary Public, DANIEL R. HELLWINKEL, who acknowledged that he executed the above instrument.



*Bonnie F. Sarasola*  
\_\_\_\_\_  
Bonnie F. Sarasola  
Notary Public

STATE OF NEVADA )  
                  DOUGLAS : ss  
COUNTY OF ~~WASHOE~~ )

On the 3rd day of January, 1988<sup>9</sup>, personally appeared before me, a Notary Public, Duane E. Mack who acknowledged that he/she executed the above instrument.



*Donna J. Foster*  
\_\_\_\_\_  
Notary Public

REQUESTED BY  
*m. b. s. d.*  
\_\_\_\_\_  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'89 JAN 12 A11:36

SUZANNE BEAUDREAU  
RECORDER  
\$ 9.00 PAID *BK* DEPUTY

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