DOC # 0711805 10/24/2007 02:44 PM Deputy: PK OFFICIAL RECORD Requested By: DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A	Douglas County - NV Werner Christen - Recorder
Date: OCTOBER 23, 2007	Page: 1 Of 5 Fee: 0.00 BK-1007 PG-6886 RPTT: 0.00
Recording Requested By:	
Name: <u>Lynda teglia, community development</u>	
Address:	
City/State/Zip:	
Real Property Transfer Tax: \$ <u>N/A</u>	
AGREEMENT #2007 (Title of Docume	

AGREEMENT

2007.226

2007 OCT 23 PM 3: 12

This agreement is made by and between Douglas County, a political subdivision of the State of Nevada, and Lincoln Park LLC, a limited liability company organized under the provision of NRS ch. 86.

RECITALS

WHEREAS, Douglas County is empowered under NRS 244.157 to exercise the powers available under chapter 318 of the Nev. Res. St.; and

WHEREAS, Douglas County performs snow removal on County roads and some of the roads within the Lincoln Park Subdivision are or may be County responsibility for snow removal; and

WHEREAS, Lincoln Park LLC has traditionally performed the snow removal function within Lincoln Park at a service level satisfactory to the residents.

NOW, THEREFORE, in consideration of mutual covenants hereinafter set forth, the parties agree as follows:

- 1. Lincoln Park LLC will continue to provide for the snow removal within their boundaries including upon the County roads as indicated on the attached map.
- 2. Douglas County will reimburse Lincoln Park LLC for the cost of snow removal not to exceed two thousand dollars (\$2,000) per year.
- 3. Lincoln Park LLC shall be responsible for any cost of snow removal that exceeds the stated amount and no service level is implied beyond the amount provided for in this agreement.
- 4. Lincoln Park LLC may invoice the County for work performed on no more than a monthly frequency.
- 5. This agreement does not create an obligation for Douglas County to perform snow removal directly, nor does it create or imply a relationship or any liability between Douglas County and Lincoln Park LLC contractor or contractors.
- 6. The term of this agreement shall commence on 30 November 2007, upon approval of this agreement and shall continue for a period of one year. During that time Lincoln Park LLC shall maintain its status and existence in good standing under the laws of the State of Nevada.
- 7. The laws of the State of Nevada shall be applied in interpreting and constructing this agreement.
- 8. The illegality or invalidity of any provision or portion of this agreement shall not affect the validity of the remaining portion of the agreement.
- 9. This agreement constitutes the full and final agreement between the parties and shall not be modified except in writing and signed by both parties.

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10. Invoices and all written notices under this agreement shall be delivered to the following officials at the addresses stated:

Douglas County
Community Development Director
Post Office Box 218
Minden, NV 89423
And
The Manager or Resident Agent for Lincoln Park LLC
c/o Don Edwards
Post Office Box 10774
Zephyr Cove, NV 89448

11. This agreement may not be assigned except in writing, signed by both parties, and shall be binding upon and insure to the benefit of the parties' respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

Douglas County

By: Mh Mass

Lincoln Park LLC

Approved as to form:

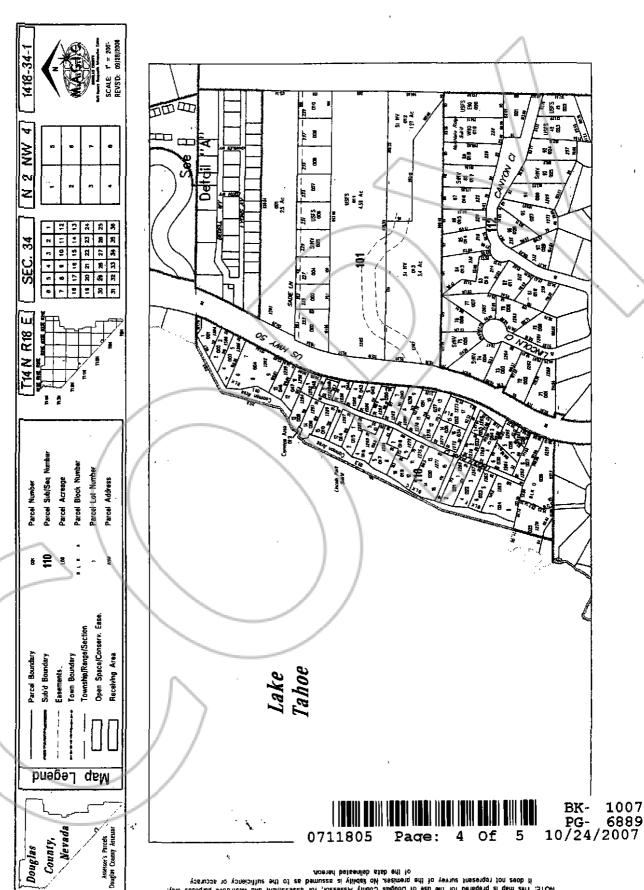
By:

Deputy/District Attorney

RECEIVED
OCT 2 2 2007

DOUGLAS COUNTY
COMMUNITY DEVELOPMENT

BK- 1007 PG- 6888



NOTE: This map is proposed for the use of Dougles County Assessor, for assessment and itsubitative purposes if does not represent survey of the premises, his fability is assumed as to the sufficiency or accuracy of data delineated hereon.

