

APN# 1320-08-002-007

Recording Requested by/Mail to:

Name: JOE CACIOPPO

Address: 340 N. MINNESOTA ST.

City/State/Zip: CARSON CITY, NV 89703

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____



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KAREN ELLISON, RECORDER

MAINTENANCE AGREEMENT FOR SHARED SANITARY SEWER
Title of Document (required) FORFE MAIN

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording contains personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

MAINTENANCE AGREEMENT
FOR
SHARED SANITARY SEWER FORCE MAIN

This agreement for the maintenance and operation of the existing and proposed sanitary sewer force main lines is made between the current lease boundary lessees of 2172 Taxiway F and 2103 Heybourne Road, with both properties located within the Minden-Tahoe Airport, in Minden, Nevada. As of the date of this agreement, Mr. Dennis Tito is the legal lease boundary lessee of 2172 Taxiway F and Mr. Keith Essex is the legal lease boundary lessee of 2103 Heybourne Road. This agreement will remain in effect until such time that the existing lessees, or any subsequent lessee(s), legally amend this agreement.

At such time that one or both parcels are leased by different parties than those stated herein, this agreement will be amended to reflect the new lease. In the event that current or future lessees, their heirs, successors or assigns cannot come to an agreement, the lessee of 2103 Heybourne Road may have to run a new and separate sanitary sewer force main to discharge their sanitary sewer flows to the existing Minden-Tahoe Airport gravity system in accordance with Douglas County and Minden-Tahoe Airport requirements in place at that time.

A. RECITALS

1. 2172 Taxiway F is a leased parcel located on Minden-Tahoe Airport (A.P.N. 1320-08-002-007), in Minden, Nevada.
2. 2103 Heybourne Road is a leased parcel located on Minden-Tahoe Airport (A.P.N. 1320-08-002-007), in Minden, Nevada.
3. Access to both parcels is through existing entrances serving the Minden-Tahoe Airport.
4. Attached hereto as Exhibit 'A' is a site plan for proposed improvements at 2103 Heybourne Road, to include the proposed sanitary sewer force main that ties into the force main for 2172 Taxiway F.
5. It is the intent of this agreement that since the sanitary sewer force main serving 2103 Heybourne Road ties directly into the sanitary sewer force main serving 2172 Taxiway F, the lease boundary lessee of 2103 Heybourne Road shall be responsible for the upkeep and maintenance, in good working order, of both force mains.



B. AGREEMENT

This agreement and all its encumbers shall be binding upon the parties hereto and upon their successors and future lessees, and shall attach to and run with the parcels described herein which include only 2172 Taxiway F and 2103 Heybourne Road. This agreement binds the parties leasing these two parcels as follows:

1. The lessee of parcel 2172 Taxiway F shall allow the lessee and/or his authorized representative of 2103 Heybourne Road access to the force main serving 2172 Taxiway F for the purpose of maintaining, cleaning and repairing said force main. This agreement between the current and future lessees includes their heirs, successors and subsequent property leasees, for the benefit and long-term operation of said force main.
2. At such time when one party wishes to alter this agreement, both parties shall provide consent for such alteration and any such change shall be in accordance with Douglas County and the Minden-Tahoe Airport requirements in place at the time of such consideration.
3. The lessee of 2103 Heybourne Road maintaining in good working condition the force main serving both subject lease parcels, does not negate the responsibility of the lessee of 2172 from also maintaining their own force main. Each party will be responsible for coordinating such maintenance and repairs, and sharing in related costs. Such compensation shall be agreed to in writing by both parties under a separate contract.
4. Taxes or fees associated with each lease parcel shall be paid by the lessee of that parcel.
5. Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, cause of action, suits, claims or judgement arising from injury to person or property and occurring on its own parcel, except if caused by the act or neglect of the other party hereto.
6. Each party shall provide and keep current insurance on their respective leased parcels sufficient for the type of use, and in accordance with State of Nevada insurance requirements.
7. Failure to comply with this agreement may be grounds for revocation of this agreement by either party, within the limitations of the law, Douglas County and Minden-Tahoe Airport regulations. This agreement may be modified or cancelled only by written consent of each lessee, or their heirs, successors and assigns.



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Shared Force Main Maintenance Agreement
Between 2172 Taxiway F and 2103 Heybourne Road

8. Any actions, descriptions, modifications or other items not expressly covered in this agreement are not binding in this agreement and as necessary, should be agreed to by both parties under a separate contract.
9. IN WITNESS WHEREOF, the parties hereto have executed this agreement, intending it to be enforceable from the date it is executed by the last signatory thereto. This agreement shall be construed and enforced according to the laws of the State of Nevada.

Dated this 23 day of November, of the year 2016.

Lessee of 2172 Taxiway F

Company: SIGNED IN COUNTERPART

Authorized Agent (Name): _____

Authorized Agent (Signature): _____

Lessee of 2103 Heybourne Road

Company: Keith Essex

Authorized Agent (Name): Keith Essex

Authorized Agent (Signature): [Signature]

Georgina May Robertson

G.M. Robertson, JP
#15137
NORTH OTAGO
Justice of the Peace for New Zealand

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3. Access to both parcels is through existing entrances serving the Minden-Tahoe Airport.
4. Attached hereto as Exhibit 'A' is a site plan for proposed improvements at 2103 Heybourne Road, to include the proposed sanitary sewer force main that ties into the force main for 2172 Taxiway F.
5. It is the intent of this agreement that since the sanitary sewer force main serving 2103 Heybourne Road ties directly into the sanitary sewer force main serving 2172 Taxiway F, the lease boundary lessee of 2103 Heybourne Road shall be responsible for the upkeep and maintenance, in good working order, of both force mains.

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2. At such time when one party wishes to alter this agreement, both parties shall provide consent for such alteration and any such change shall be in accordance with Douglas County and the Minden-Tahoe Airport requirements in place at the time of such consideration.
3. The lessee of 2103 Heybourne Road maintaining in good working condition the force main serving both subject lease parcels, does not negate the responsibility of the lessee of 2172 from also maintaining their own force main. Each party will be responsible for coordinating such maintenance and repairs, and sharing in related costs. Such compensation shall be agreed to in writing by both parties under a separate contract.
4. Taxes or fees associated with each lease parcel shall be paid by the lessee of that parcel.
5. Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, cause of action, suits, claims or judgement arising from injury to person or property and occurring on its own parcel, except if caused by the act or neglect of the other party hereto.
6. Each party shall provide and keep current insurance on their respective leased parcels sufficient for the type of use, and in accordance with State of Nevada insurance requirements.
7. Failure to comply with this agreement may be grounds for revocation of this agreement by either party, within the limitations of the law, Douglas County and Minden-Tahoe Airport regulations. This agreement may be modified or cancelled only by written consent of each lessee, or their heirs, successors and assigns.

Shared Force Main Maintenance Agreement
Between 2172 Taxiway F and 2103 Heybourne Road

8. Any actions, descriptions, modifications or other items not expressly covered in this agreement are not binding in this agreement and as necessary, should be agreed to by both parties under a separate contract.
9. IN WITNESS WHEREOF, the parties hereto have executed this agreement, intending it to be enforceable from the date it is executed by the last signatory thereto. This agreement shall be construed and enforced according to the laws of the State of Nevada.

Dated this 18 day of NOVEMBER, of the year 2016.

Lessee of 2172 Taxiway F

Company: OWNER/LESSEE

Authorized Agent (Name): DENNIS A. TITP

Authorized Agent (Signature): [Signature]

Lessee of 2103 Heybourne Road

Company: SIGNED IN COUNTERPART

Authorized Agent (Name): _____

Authorized Agent (Signature): _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On November 17, 2016 before me, Meagan Marie Manago, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Dennis Tito
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Meagan M. Manago
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____