

P.O. Box 568 ✓  
Minden

CONTRACT FOR PROVING SEWER SERVICES

Agreement made November 30, 1983, between THE ROMAN CATHOLIC BISHOP OF RENO-LAS VEGAS, a corporation sole, of Reno, Nevada, 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 is the owner of the below described real property situate in Douglas County, Nevada:

All that certain lot, piece or parcel of land, situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land, located in the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 4, and in the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 5, Township 12 North, Range 20 East, MDB & M, more particularly described as follows:

Commencing at the Northeast corner of said Section 4, proceed South  $74^{\circ}46'04''$  West, 5456.39 feet, to the True Point of Beginning, which is the Northwest corner of the parcel, and lies on the Easterly right-of-way line of Centerville Lane; proceed thence South  $1^{\circ}29'43''$  East, 456.88 feet, along said Easterly right-of-way line to a point; thence South  $85^{\circ}29'43''$  East, 625.09 feet, along a line Northerly of and parallel to the existing driveway to the Lampe Homestead, to the Southeast corner of the parcel, which lies on the Westerly side of the Lampe Homestead, at a point 240.45 feet from the Southwest corner of the Lampe Homestead; thence North  $1^{\circ}33'70''$  West 412.88 feet, along the Westerly line of the Lampe Homestead extended, to a point 66.30 feet Northerly from the Northwest corner of the Lampe Homestead; thence North  $81^{\circ}29'43''$  West, 630.48 feet, to the True Point of Beginning.

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

WHEREAS, the District is desirous of providing sewer services to the owner, 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. 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 \$3,720.00 (6.2 acres).
- c. A capacity fee of \$2,250.00 per sewer unit for a total of 5.98 units totaling \$13,455.00. This fee 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 owner's connecting to the sewer system and will be the comparable rate being charged within the District for each equivalent dwelling unit. The particular owner will be charged for institutional connection.
- 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- $\frac{1}{2}$ % 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- $\frac{1}{2}$ % 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.

SECTION THREE

If the District desires the land being serviced under contract to be annexed or if the owner's lands become contiguous to the Minden-Gardnerville Sanitation District boundaries, the owner, his 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, the covenant will provide that in those cases where the lands likewise have become contiguous to the towns of Minden and Gardnerville, that the contracting party shall apply for annexation to these towns 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 users.

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 for the terms of this agreement.

SECTION SIX

The owner 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 owner, his 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.

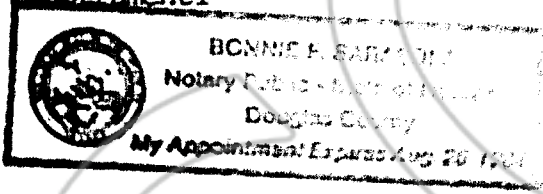
EXECUTED at Minden, Nevada on the date first above written.

*[Signature]*  
DISTRICT  
DANIEL R. HELLWINKEL, Chairman  
Board of Trustees  
Minden-Gardnerville Sanitation  
District

*[Signature]*  
OWNER  
*Atty-in-fact*  
NORMAN F. McFARLAND PHILIP J. RIES  
The Roman Catholic Bishop of  
Reno - Las Vegas, a corporation sole  
*attorney-in-fact*

STATE OF NEVADA )  
: SS  
COUNTY OF DOUGLAS )

On November 30, 1983, personally appeared before me, a Notary Public, DANIEL R. HELLWINKEL, who acknowledged that he executed the above instrument



*[Signature]*  
NOTARY PUBLIC  
Bonnie F. Sarasola

STATE OF NEVADA )  
: SS  
COUNTY OF Washoe )

On November 14, 1983, personally appeared before me, a Notary Public, ~~NORMAN F. McFARLAND~~ *Philip J. RIES*, who acknowledged that he executed the above instrument.

*[Signature]*  
NOTARY PUBLIC  
Kathryn L. Smith

REQUESTED BY  
*M. H. J. D.*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
*no fee*  
1983 DEC -1 PM 1:35



SUZANNE BEAUDREAU  
RECORDER  
*[Signature]*  
*Dep.*

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