

When Recorded Please
Return To:

Minden-Gardnerville
Sanitation District
Post Office Box 568
Minden, Nevada 89423

CORRECTED CONTRACT FOR PROVIDING SEWER SERVICES

This Agreement is made on this 13th day of
March, 1989, between JOHN W. DRAYTON, JR., Trustee
Under Trust Agreement Dated December 14, 1976, and Trustee of the
John W. Drayton and Verna C. Drayton Trust Agreement Dated the
14th Day of December, 1976 (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 within the
County of Douglas, State of Nevada, specifically described as
follows:

PARCEL 1:

A portion of the Northwest 1/4 of the Northwest 1/4 of Section
16, and a portion of the Northeast 1/4 of the Northeast 1/4 of
Section 17, Township 12 North, Range 20 East, M.D.B.&M., de-
scribed as follows:

BEGINNING at the corner common to Sections 8, 9, 16 and 17,
Township 12 North, Range 20 East, M.D.B.&M., and the POINT OF
BEGINNING of the parcel herein described, thence South 89°40'47"
West, 1270.40 feet to a 1/2 inch iron pipe; thence South
00°18'53" East, 457.53 feet to a 5/8 inch rebar tagged RLS 1635;
thence South 88°51'13" East, 326.28 feet; thence South 01°02'35"
East, 264.00 feet; thence South 89°28'50" East, 109.86 feet,
South 00°01'14" West, 593.38 feet; thence North 89°35'38" East,
834.30 feet to a point on the Section line between Sections 16
and 17, Township 12 North, Range 20 East, M.D.B.&M., and a

198133

BOOK 389 PAGE 1788

and 17, Township 12 North, Range 20 East, M.D.B.&M., to a rebar and the POINT OF BEGINNING; thence running South 00°18'2" East, 447.73 feet to a point; thence South 58°14'27" West, 21.01 feet; thence South 44°13'21" West, 102.09 feet; thence South 46°38'56" West, 76.75 feet; thence South 57°49'08" West, 84.46 feet; thence South 65°25'34" West, 85.98 feet; thence South 56°20'51" West, 93.23 feet; thence South 29°38'10" West, 113.80 feet; thence South 25°15'42" West, 109.64 feet; thence South 16°37'33" West, 91.49 feet; thence South 16°38'44" West, 108.10 feet; thence South 12°53'19" West, 225.37 feet to a point on the South line of the Southeast 1/4 of the Northeast 1/4 of said Section 17; thence South 89°45'31" West, 682.69 feet to a 5/8 inch rebar; thence North 00°18'53" West, 1319.93 feet to a 1/2 inch iron pipe; thence North 89°35'38" East, 1270.21 feet to the POINT OF BEGINNING. Containing 29.7 acres more or less. Assessor's Parcel No. 27-070-08.

PARCEL 3:

The West 50 feet of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 17, Township 12 North, Range 19 East, M.D.B.&M., Douglas County, Nevada. Containing 1.55 acres more or less. Assessor's Parcel No. 27-070-12

PARCEL 4:

The West 50 feet of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 17, Township 12 North, Range 20 East, M.D.B.&M., Douglas County, Nevada. Containing 1.51 acres more or less.

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 the OWNER;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION ONE

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

198133

rebar; thence continuing North 89°44'13" East, 506.00 feet to a rebar; thence North 45°45'35" East, 1129.54 feet to a rebar; thence North 00°14'43" West, 539.75 feet to a point on the section line between Sections 9 and 16, Township 12 North, Range 20 East, M.D.B.&M.; thence South 89°42'58" West, 1320.00 feet to a 1 inch iron pipe and the POINT OF BEGINNING.

EXCEPTING THEREFROM, a parcel of land located in the Northeast 1/4 of Section 17, Township 12 North, Range 20 East, M.D.B.&M., Douglas County, Nevada described as follows:

BEGINNING at the Northeast corner of Section 17, proceed South 89°40'47" West, 920.25 feet to the TRUE POINT OF BEGINNING, which is the Northeast corner of the parcel; thence South 00°35'04" West, 154.92 feet to the Southeast corner; thence South 89°31'23" West, 347.72 feet to the Southwest corner; thence North 00°18'53" West, 155.85 feet, along the Easterly boundary of a 50 foot right-of-way to the Northwest corner; thence North 89°40'47" East, 350.15 feet to the TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM all that portion of said land lying Southeasterly of the following described approximate centerline which was Quitclaimed to Harry T. Sallmon, etux, in instrument recorded May 17, 1978, Book 578, Page 1284 as Document No. 20761 of Official Records, described as follows:

A property line, being the Northwesterly boundary of land owned by Harry Sallmon and the approximate centerline of Edna Ditch, more particularly described as follows:

COMMENCING at the found sixteenth Section corner at the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 16, Township 12 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, proceeds South 00°14'30" East, 553.39 feet to the POINT OF BEGINNING, proceed thence along said approximate centerline of Edna Ditch the following eight courses; South 83°26'59" West, 111.21 feet; South 53°33'14" West, 48.72 feet; South 33°40'58" West, 145.26 feet; South 57°50'19" West, 260.81 feet; South 42°49'02" West, 97.01 feet; South 18°50'59" West, 109.19 feet; South 39°57'19" West, 88.19 feet; South 38°48'38" West, 296.07 feet to the POINT OF TERMINATION, at the Southwest corner of the Harry Sallmon Property; and at the Northerly boundary of the Rancho Estates Subdivision. Containing 60.756 acres more or less. Assessor's Parcel No. 27-130-05.

PARCEL 2:

A portion of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 12 North, Range 20 East, M.D.B.&M. described as follows:

BEGINNING at the corner common to Sections 8, 9, 16 and 17, Township 12 North, Range 20 East, M.D.B.&M., and running South 00°18'23" East, 1323.59 feet along the line common to Sections 16

198133

a. An application fee in the sum of \$1,000.00. 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 expense. The receipt of this fee is acknowledged by the DISTRICT.

b. An acreage fee totalling \$56,076.00 which represents payment for the applicable acreage fee of \$600.00 per acre for 93.46 acres. Such amount is due and payable upon execution of this Agreement.

c. A capacity fee of \$90,000.00 which represents payment for the applicable sewer capacity fee of \$2,250.00 per Equivalent Dwelling Unit for 40 Equivalent Dwelling Units. Such amount is due and payable upon execution of this Agreement. All capacity not used within two (2) years of the date of allocation of the sewer capacity will be forfeited to the DISTRICT without any recourse or refund to OWNER.

d. A connection fee is due and payable at the time connection is made. This fee is subject to revision, and the amount of the fee shall be the comparable rate within the DISTRICT for each Equivalent Dwelling Unit at the time of connection. Such connection fee is presently \$275.00 per Equivalent Dwelling Unit.

e. A monthly fee will be due and payable upon the OWNER's connecting to the sewer system and will be the same as customers using sewage facilities within the DISTRICT for a comparable use but adjusted to account for the loss of the tax revenues.

Billing will be on a quarterly basis.

198133

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 1-1/2% 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

OWNER agrees to construct all facilities in accordance with the DISTRICT's applicable rules, regulations and ordinances. The OWNER will give the DISTRICT five (5) days notice prior to commencing construction.

SECTION THREE

All sewers shall be designed and constructed at the OWNER'S expense, and the sewers shall be dedicated to the DISTRICT upon completion and approval by the DISTRICT. All sewers designed and constructed shall meet the requirements of the DISTRICT'S applicable ordinances and its Sewage Master Plan. Upon dedication, the DISTRICT shall maintain the sewers at the DISTRICT'S expense.

SECTION FOUR

OWNER agrees to grant to the DISTRICT a twenty (20) foot wide easement in all locations wherein the sewers are located. The easement shall be in substantially the form as the copy of the unexecuted Right of Way Grant attached hereto as Schedule "A". OWNER agrees to properly execute all necessary and proper documents to carry out the requirements of the easement.

198133

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 by 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 thirty (30) days written advance notice. Once all charges have been paid this 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, this 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.

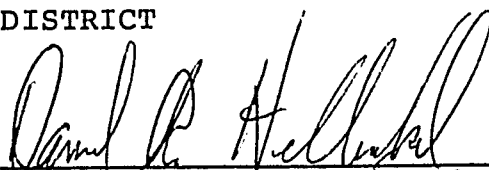
EXECUTED at Minden, Nevada, on the date first above written.

OWNER

John W Drayton Jr
By John W Drayton

JOHN W. DRAYTON, JR., Trustee Under Trust Agreement Dated December 14, 1976 and Trustee of the John W. Drayton and Verna C. Drayton Trust Agreement Dated the 14th Day of December, 1976

DISTRICT



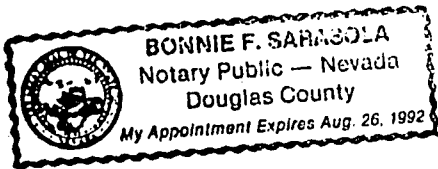
DANIEL R. HELLWINKEL, Chairman
Board of Trustees
MINDEN-GARDNERVILLE SANITATION
DISTRICT


COPY

198133

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

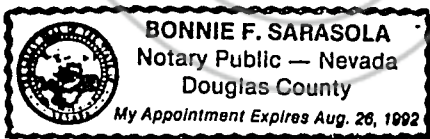
On this 13th day of March, 1989, personally appeared before me, a Notary Public, JOHN W. DRAYTON, JR., known to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.





Bonnie F. Sarasola
NOTARY PUBLIC

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On this 13th day of March, 1989, personally appeared before me, a Notary Public, DANIEL R. HELLWINKEL, known to me to be the person whose name is subscribed to the within instrument, as authorized officer of MINDEN-GARDNERVILLE SANITATION DISTRICT, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.




Bonnie F. Sarasola
NOTARY PUBLIC

198133

RIGHT OF WAY GRANT

THIS INDENTURE, made and entered into this ____ day of _____, 1989, by and between JOHN W. DRAYTON, JR., Trustee Under Trust Agreement Dated December 14, 1976 and Trustee of the John W. Drayton and Verna C. Drayton Trust Agreement Dated the 14th Day of December, 1976 (hereinafter called GRANTOR), and MINDEN-GARDNERVILLE SANITATION DISTRICT (hereinafter called the GRANTEE).

W I T N E S S E T H:

That for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, this day in hand paid by the GRANTEE to the GRANTOR, receipt of which is hereby acknowledged, and other consideration, and subject to all the terms and conditions hereof, the GRANTOR hereby grants and gives to the GRANTEE, its successors and assigns, the right, privilege and authority to construct, erect, alter, improve, repair, operate and maintain underground sewer facilities and pipeline, together with any and all necessary or convenient appurtenances connected therewith, across, over and upon the lands and premises, as described in Exhibit "A" attached hereto and made a part hereof.

IT IS FURTHER AGREED:

1. That the GRANTEE, its successors and assigns, shall at all times have ingress to and egress from said land for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating said sewer facilities and pipeline.
2. That the GRANTEE, its successors and assigns, will at all times save and hold harmless the GRANTOR, its heirs,

198133

successors and assigns, of and from any and all loss, damage or liability they may suffer or sustain by reason of any injury or damage to the person or property of another, caused by negligent construction, maintenance or operation of said sewer facilities and pipeline.

3. That the GRANTEE, its successors and assigns, shall have the right to remove or clear, and keep clear, any and all trees, underbrush, structures or any other obstruction upon said right of way.

IN WITNESS WHEREOF, GRANTOR has executed these presents the day and year hereinabove first written.

JOHN W. DRAYTON, JR., Trustee Under Trust Agreement Dated December 14, 1976 and Trustee of the John W. Drayton and Verna C. Drayton Trust Agreement Dated the 14th Day of December, 1976

STATE OF NEVADA)
 : ss
COUNTY OF _____)

On this _____ day of _____, 1989, personally appeared before me, a Notary Public, JOHN W. DRAYTON, JR., known to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

198133

BOOK **389** PAGE **1797**

COPY

REQUESTED BY

MGSD

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'89 MAR 14 P1:03

SUZANNE BEAUDREAU
RECORDER

\$ 15.00 PAID [Signature] DEPUTY

198133

BOOK 389 PAGE 1798