

When Recorded Please
Return To:

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

CONTRACT FOR PROVIDING SEWER SERVICE

This Agreement is made on this 19 day of May, 1993,
between DENNIS WILLS and MARILYN WILLS (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:

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

A portion of the Northwest Quarter (NW1/4) of
the Southwest Quarter (SW1/4) of Section 4,
Township 12 North, Range 20 East, M.D.B.&M.,
described as follow:

Commencing at a point near a fence corner on
the Southwesterly side of the Nevada Federal
Aid Secondary Highway Route 552, said point
being northerly a distance of 594 feet, more
or less, from the North bank of the Carson
River, said point being further described as
bearing North 1°33'30" West along the west
line of said Section 4 a distance of 391.42
feet from the West quarter-section corner of
said Section 4; thence South 49°27' East along

the southwesterly right of way line for said Highway a distance of 723.42 feet to the point of beginning; thence continuing South 49°27' East along the southwesterly right of way line of said Highway a distance of 315.30 feet; thence South 40°33' West a distance of 522.50 feet, more or less, to a point on the North bank of the Carson River; thence Northwesterly along the North bank of the Carson River a distance of 283.6 feet, more or less, to a point which bears South 37°08' West from the point of beginning; thence North 37°08' East a distance of 540.65 feet to the point of beginning.

A.P.N. 25-141-04

Containing 3.65 acres more or less.

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

WHEREAS, the DISTRICT is willing to provide 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 DISTRICT's sewer system, the OWNER agrees to pay the following fees:

a. An application fee in the sum of Five Hundred Dollars (\$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 expense. The receipt of this fee is acknowledged by the DISTRICT.

b. An acreage fee totalling Two Thousand One Hundred Ninety Dollars (\$2,190.00) which represents payment for the applicable acreage fee of Six Hundred Dollars (\$600.00) per acre for 3.65 acres. Such amount is due and payable when this Agreement is returned to the DISTRICT fully executed by OWNER. Payment must accompany the written Agreement.

c. A capacity fee of Two Thousand Eight Hundred Fifty Dollars (\$2,850.00) which represents payment for the applicable sewer capacity fee of Two Thousand Eight Hundred Fifty Dollars (\$2,850.00) per Equivalent Dwelling Unit for 1 (one) Equivalent Dwelling Units. Such amount is due and payable, in full, on or before the earliest of the following dates: (1) Nine (9) months from the date the DISTRICT allocates the capacity; (2) prior to the issuance of a connection permit; (3) Before the DISTRICT approves and/or signs any final subdivision parcel map. 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 Two Hundred Seventy Five Dollars (\$275.00)

per Equivalent Dwelling Unit for residential connection and Three Hundred Dollars (\$300.00) for commercial connection.

e. A monthly fee will be due and payable 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 and shall commence immediately after this Agreement is returned to the DISTRICT fully executed by OWNER.

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. OWNER also covenants, promises, warrants and agrees that OWNER shall never grant or allow any person or entity other than the DISTRICT to acquire any license, easement, grant, right of use or any type of permit, or right of way through, across or upon OWNER'S property for any purpose relating to the transport or deposit of sewage to or from any destination.

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

If an area being contracted with becomes contiguous to the DISTRICT's boundaries and if, at such time, the DISTRICT requests and desires, within its sole discretion, that the area be annexed to the DISTRICT, the OWNER will annex its property and pay all applicable fees based on the difference between the amount OWNER has paid at the time of entering into the contract for service and the fees which are then currently being charged for annexation.

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.

SECTION NINE

OWNER shall have only sixty (60) days from the date this contract is delivered to OWNER, inclusive of any and all mailing time, to return the signed contract to the DISTRICT accepting all of the terms and conditions of the contract without making any changes or modifications thereto. Should the contract not be

