

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 1<sup>st</sup> day of JUNE, 1993,  
between HIGH SIERRA LANDCO, a California corporation (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 E T H:**

WHEREAS, the OWNER has real property situate within the County  
of Douglas, State of Nevada, specifically described as follows:

**PARCEL 1 (APN 27-140-09):**

All that certain lot, piece, parcel or portion  
of land situate, lying and being within the SE  
1/4 of the SE 1/4 of Section 8 and the SW 1/4  
of the SW 1/4 of Section 9, T12N R20E, MDB&M  
and more particularly described as follows:

COMMENCING at the SE corner of Section 8 as  
shown on the Parcel Map for James D. Prosser  
filed for record in Book 876 at Page 440 as  
document number 02374, Official Records of  
Douglas County, Nevada; thence along the south  
line of said section

N 89°59'02"W 503.55 feet to the southeast  
corner of Parcel D as shown on said map;  
thence along the east line of Parcel D

N 00°37'50"W 30.00 feet to the northwest  
corner of the aforesaid Douglas County parcel;  
thence continuing along said east line of  
Parcel D

N 00°37'50"W 30.00 feet to the north line of  
that parcel described in the deed to James M.

Hickey which point is the TRUE POINT OF BEGINNING; thence

N 00°37'50"W 582.35 feet to the northwest corner of Parcel B and the south line of the parcel described in that deed to Gary D. Stone filed for record in Book 42 at page 693 as document number 33225, Official Records of Douglas Cou/ty, Nevada; thence along said south line

S 89°06'00"E 27.86 feet to the southeast corner the Parcel Map for Phillip D. McKinnon filed for record in Book 176 at page 822 as document number 86935, Official Records of Douglas County, Nevada; thence along the east line of said Parcel Map and the Parcel Map for Ralph L. Parish filed for record in Book 374 at page 725 as document number 72481, Official Records of Douglas County, Nevada

N 00°58'30"E 662.37 feet to the south right-of-way line of State Highway 756 (Centerville Lane) as shown on the map thereof dated 1936, on file in the office of the Nevada Department of Transportation, Carson City, Nevada; thence continuing

N 00°58'30"E 15.84 feet to the north line of the SE 1/4 of the SE 1/4 of said Section 8; thence along said north line

S 89°59'02"E 471.22 feet to the east line of said SE 1/4 of the SE 1/4 and from which point the southeast corner of said Section 8 bears S 00°00'00"E 1320.00 feet; thence along the north line of the SW 1/4 of the SW 1/4 of aforesaid Section 9

S 89°58'19"E 668.29 feet to a point; thence leaving said north line S 03°27'00"W 32.11 feet to a point on the south right-of-way line of Dresslerville Road near a fence corner; thence along a fence line and the extension thereof

S 03°27'00"W 1260.39 feet to the north line of that Douglas County parcel described in said document number 06006; thence along said line N 89°57'14"W 590.68 feet; thence

N 89°59'01"W 287.95 feet to the most easterly point of that parcel described in the deed to James M. Hickey recorded concurrently herewith; thence northwesterly along a non-tangent curve to the left with a radial bearing of S 23°05'30"W, a radius of 375.00 feet, a central angle of 23°04'32" and an arc length of 151.03 feet; thence continuing along the north line of said Hickey parcel

N 89°59'11"W a distance of 69.12 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion of the above described parcel lying within the commonly used right-of-way of Highway 756 (Centerville Lane) and Dresslerville Road and more particularly described as follows:

COMMENCING at the southeast corner of Section 8 as described above; thence along the following courses as described above:

N 89°59'02"W 503.55 feet; thence

N 00°37'50"W 30.00 feet; thence

N 00°37'50"W 30.00 feet; thence

N 00°37'50"W 582.35 feet; thence

S 89°06'00"E 27.86 feet; thence

N 00°58'30"E 662.37 feet to the south right-of-way line of State Highway 756 (Centerville Lane) as shown on the map thereof dated 1936,

on file in the office of the Nevada Department of Transportation, Carson City, Nevada which point is the TRUE POINT OF BEGINNING; thence

continuing N 00°58'30"E 15.84 feet to the north line of the SE 1/4 of the SE 1/4 of said Section 8; thence along said north line

S 89°59'02"E 471.22 feet to the east line of said SE 1/4 of the SE 1/4 and from which point the southeast corner of said Section 8 bears S

00°00'00"E 1320.00 feet; thence along the north line of the SW 1/4 of the SW 1/4 of aforesaid Section 9

S 89°59'19"E 668.29 feet to a point; thence leaving said north line

S 03°27'00"W 32.11 feet to a point on the south right-of-way line of Dresslerville Road near a fence corner; thence along said south right-of-way line

N 88°51'02"W 371.37 feet to a point marked by a 6' by 6' concrete monument as shown on said right-of-way map thence continuing along said south right-of-way line

N 89°18'39"W 766.61 feet to the TRUE POINT OF BEGINNING.

CONTAINING 32.475 ACRES MORE OR LESS.

PARCEL 2 (APN 27-140-10):

All that certain lot, piece, parcel or portion of land situate, lying and being with the SW 1/4 of the SW 1/4 and the SE 1/4 of the SW 1/4 of Section 9, T12N R20E, MDB&M and more particularly described as follows:

COMMENCING at the SE corner of Section 8 as shown on the Parcel Map for James D. Prosser filed for recording Book in 876 at page 440 as document number 02374, Official Records of Douglas County, Nevada; thence along the south line of said section

N 89°59'02"W 503.55 feet to the southeast corner of Parcel D; thence along the east line of Parcel D

N 00°37'50"W 30.00 feet to the northwest corner of that parcel described in deed to Douglas County filed for record in Book 177 at page 302 as document number 06006, Official Records of Douglas County, Nevada; thence along the north line of said parcel the following courses:

S 89°59'02"E 503.71 feet; thence

S 89°57'14"E 590.68 feet to the TRUE POINT OF BEGINNING; thence along the extension of a fence line and along a fence line

N 03°27'00"E 1260.39 feet to the south right-of-way line of Dresslerville Road as commonly used; thence continuing

N 03°27'00"E 32.11 feet to the north lines of the SW 1/4 of the SW 1/4 and the SE 1/4 of the SW 1/4 of said Section 9; thence along said north lines

S 89°58'19"E 1978.65 feet to the northeast corner of said SE 1/4 of the SW 1/4; thence along the east line of said SE 1/4 of the SW 1/4

S 00°47'01"W 74.76 feet to the south right-of-way line of said Dresslerville Road as marked by an existing east-west fence line; thence continuing

S 00°47'01"W 5.24 feet to the northwest corner of Garnerville Ranchos Unit 2 marked by a 2" iron pipe monument as shown on the official map filed for record in Book 51 at page 222 as document number 28377, Official Records of Douglas County, Nevada; thence continuing along said east line

S 00°47'01"W 562.93 feet to a point in the so-called Edna Ditch as described in that certain deed to James O. Roberts filed for record in Book 64 at page 423 as document number 43436, Official Records of Douglas County, Nevada; thence along said ditch the following courses:

S 50°42'00"W 74.73 feet; thence

S 34°10'00"W 87.10 feet; thence

S 25°42'00"W 63.80 feet; thence

S 48°39'00"W 68.60 feet; thence

S 86°57'30"W 128.40 feet; thence  
S 44°43'00"W 72.80 feet; thence  
S 55°06'00"W 104.80 feet; thence  
S 52°33'00"W 104.30 feet; thence  
S 47°14'00"W 294.30 feet; thence  
S 40°16'00"W 56.82 feet to the north line of  
the aforesaid Douglas County parcel; thence  
along said line  
N 89°57'14"W 1260.75 feet to the TRUE POINT OF  
BEGINNING.

EXCEPTING THEREFROM that portion of the above  
described parcel lying within the commonly  
used right-of-way of Dresslerville Road and  
more particularly described as follows:  
COMMENCING at the southeast corner of Section  
8 as described above; thence along the follow-  
ing courses as described above:

N 09°59'02"W 503.55 feet; thence  
N 00°37'50"W 30.00 feet; thence  
S 89°59'02"E 503.71 feet; thence  
S 89°57'14"E 590.68 feet; thence  
N 03°27'00"E 1260.39 feet to the south right-  
of-way line of Dresslerville Road as marked by  
an east-west fence line which point of the  
TRUE POINT OF BEGINNING; thence continuing  
N 03°27'00"E 32.11 feet to the north lines of  
the SW 1/4 of the SW 1/4 and the SE 1/4 of the  
SW 1/4 of said Section 9; thence along said  
north lines  
S 89°58'19"E 1978.65 feet to the northeast  
corner of said SE 1/4 of the SW 1/4; thence  
along the east line of said SE 1/4 of the SW  
1/4  
S 00°47'01"W 74.76 feet to the south right-of-  
way of said Dresslerville Road as marked by an  
existing east-west fence and from which point  
the northwest corner of Gardnerville Ranchos  
Unit 2 marked by a 2" iron pipe monument as  
shown on the official map filed for record in  
Book 51 at page 222 as document number 28377,  
Official Records of Douglas County, Nevada  
bears S 00°47'01"W 5.24 feet; thence along  
said fence line  
N 88°43'08"W 1720.78 feet; thence  
N 88°51'01"W 259.27 feet to the TRUE POINT OF  
BEGINNING.

ALSO EXCEPTING that certain lot, piece, parcel  
or portion of land situate, lying and being  
with the SE 1/4 of the SE 1/4 of Section 9,



T12N R20E, MDB&M and more particularly described as follows:

COMMENCING at the southeast corner of Section 8 as shown on the Parcel Map for James D. Prosser filed for record in Book 876 at page 440 as document number 02374, Official Records of Douglas County, Nevada; thence

N 64°54'44"E 2921.45 feet to the northwest corner of Gardnerville Ranchos Unit 2 marked by a 2" iron pipe monument as shown on the official map filed for record in Book 51 at page 222 as document number 28377, Official Records of Douglas County, Nevada; thence along the extension of the west line of Tillman Lane

N 00°47'01"E 5.24 feet to a point on an existing east-west fence line; thence along said fence line

N 88°43'08"W 468.83 feet to the TRUE POINT OF BEGINNING; thence leaving said fence line

S 01°01'22"W 7.87 feet to the northeast corner of a 6' high chainlink fence enclosure around a well site and pump house; thence along said fence the following courses:

S 01°01'22"W 93.00 feet; thence

N 89°04'55"W 58.04 feet; thence

N 00°50'06"E 55.45 feet; thence

N 47°06'32"E 54.69 feet; thence leaving said fence

N 01°01'22"E 7.68 feet; thence

S 88°43'08"E 18.83 feet to the TRUE POINT OF BEGINNING.

CONTAINING 51.12 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 <sup>ONE THOUSAND</sup> ~~Five Hundred~~ Dollars *RPR* *OKH*  
~~(\$500.00)~~ <sup># 1,000.00</sup> *RPR* *OKH* 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 Fifty Thousand One Hundred Fifty Seven Dollars (\$50,157.00) which represents payment for the applicable acreage fee of Six Hundred Dollars (\$600.00) per acre for 83.595 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 Seventy One Thousand Two Hundred Fifty Dollars (\$71,250.00) which represents payment for the applicable sewer capacity fee of Two Thousand Eight Hundred Fifty Dollars (\$2,850.00) per Equivalent Dwelling Unit for twenty-five (25) 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**

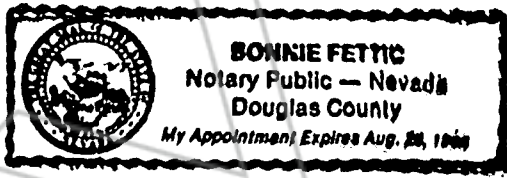
OWNER shall have only sixty (60) days from the date this contract is delivered to OWNER, inclusive of any and all mailing



STATE OF NEVADA )  
 ) ss:  
COUNTY OF DOUGLAS )

On this 1st. day of June, 1993, personally appeared before me, a Notary Public, DANIEL R. HELLWINDEL, 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.

SUBSCRIBED and SWORN to before me this 1st. day of June, 1993.



Bonnie D. Fetic  
Bonnie D. Fetic  
Notary Public

COPY

REQUESTED BY:  
M G S O  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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SUZANNE BEAUDREAU  
RECORDER  
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