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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 10th day of August, 1995,
between CARSON VALLEY COMMUNITY FOOD CLOSET and FAMILY SUPPORT
COUNCIL OF DOUGLAS COUNTY, Tenants In Common, (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:

All that certain lot, piece, parcel or portion of
land situate, lying and being within the northeast
1/4 of the southwest 1/4 of Section 4, Township 12
North, Range 20 East, M.D.M., Douglas County,
Nevada and more particularly described as follows:

Commencing at the northeast corner of that certain
parcel of land as described in Book 774 at page 818
of Official Records of Douglas County, Nevada;
thence along the easterly line of said parcel South
01°53'16" West a distance of 50.03 feet to the
southwest corner of that certain road right-of-way
parcel as described in Book 587 at page 1555,
Official Records of Douglas County, Nevada which
point is the TRUE POINT OF BEGINNING; thence along
the southerly line of said right-of-way parcel
North 89°57'09" East a distance of 170.00 feet;
thence leaving said line South 00°02'51" East a
distance of 190.00 feet; thence South 89°57'09"
West a distance of 176.42 feet; thence North
01°53'16" East a distance of 190.11 feet to the

additional expense. The receipt of this fee is acknowledged by the DISTRICT.

b. An acreage fee totalling Four Hundred Fifty Dollars (\$450.00) which represents payment for the applicable acreage fee of Six Hundred Dollars (\$600.00) per acre for .75 acre. 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. At the time of this contract, OWNER is not requesting any capacity. If and when OWNER does request capacity, a capacity fee will be paid by the OWNER within nine (9) months from the date capacity is allocated by the DISTRICT. The above described capacity 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 allocation. Capacity will be allocated by the DISTRICT at the time OWNER makes the request. 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

When the DISTRICT desires an area being contracted with to be annexed or when an area being contracted with becomes contiguous to the DISTRICT's boundaries, the OWNER will annex its property and will 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 returned within the sixty (60) day period, the offer to contract shall be revoked and OWNER must then reapply.

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

OWNER

CARSON VALLEY COMMUNITY FOOD CLOSET

By: *John Starnes*

Its: Board Chairman

FAMILY SUPPORT COUNCIL OF DOUGLAS COUNTY

By: *Dorely Johnson*

Its: President

DISTRICT

Daniel R. Hellwinkel

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

ACKNOWLEDGMENTS

STATE OF NEVADA)
COUNTY OF ^{Douglas} ~~WASHOE~~) : ss.

This instrument was acknowledged before me, a Notary Public on
the 4th day of August, 1995, by _____
Julian J. Larrouy as Board Chairman
of CARSON VALLEY COMMUNITY FOOD CLOSET.

 MICHELLE L. GODDE
Notary Public - State of Nevada
Appointment Recorded in County of Douglas
MY APPOINTMENT EXPIRES APR. 27, 1998

Michelle L. Godde

Notary Public

My Commission Expires: 4-27-98

STATE OF NEVADA)
COUNTY OF ^{Douglas} ~~WASHOE~~) : ss.

This instrument was acknowledged before me, a Notary Public on
the 4th day of August, 1995, by _____
Beverly Johnson as President
of FAMILY SUPPORT COUNCIL OF DOUGLAS COUNTY.

 MICHELLE L. GODDE
Notary Public - State of Nevada
Appointment Recorded in County of Douglas
MY APPOINTMENT EXPIRES APR. 27, 1998

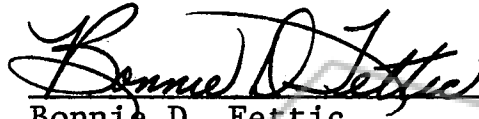
Michelle L. Godde

Notary Public

My Commission Expires: 4-27-98

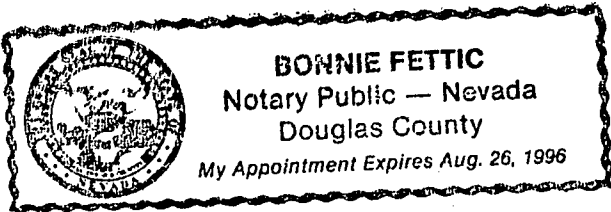
STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me, a Notary Public on the 10th. day of August, 1995 by DANIEL R. HELLWINKEL as BOARD CHAIRMAN of the MINDEN-GARDNERVILLE SANITATION DISTRICT.



Bonnie D. Fettic
Notary Public

My commission expires on August 26, 1996



COPY

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DOUGLAS CO., NEVADA

'95 AUG 14 P1:24

LINDA SLATER
RECORDER

\$14.00 PAID MSD DEPUTY

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