

13-

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 23rd day of August, 1999,
between MICHAEL K. SWIFT, TRUSTEE OF THE MICHAEL K. SWIFT LIVING
TRUST (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:

The land referred to herein is situated in
the State of Nevada, County of Douglas,
described as follows:

A parcel of land lying wholly within the
Southeast ¼ of Section 10, Township 12 North,
Range 20 East, M.D.B&M., and being more fully
described as follows:

BEGINNING at a point at the Northerly corner
of the parcel, at the point of intersection
of the Southerly right of way or RIVERVIEW
DRIVE and the Westerly right of way of U.S.
395, said point being South 45°32' East a
distance of 52.30 feet from the Southeast
corner of the PHIL S. MCADAM PROPERTY as the
same is described and recorded in Book Z,
Page 463, Douglas County Records, thence
Southerly along the Westerly right of way of
U.S. 395, South 45°32' East 147.70 feet to the
Northeast corner of the property of JON R.

0475169
BK0899PG4502

THRAN AND YVONNE THRAN, as recorded in Document No. 24597, Douglas County Records, and being further described as bearing South 04°13'55" West a distance of 3623.25 feet from the Section corner common to Sections 2, 3, 10 and 11, Township 12 North, Range 20 East, in said Document; thence Southwesterly along the Northwesterly line of said THRAN parcel South 44°28'00" West 178.94 feet; thence North 39°22'15" West 197.42 feet to a point on the Southerly right of way of RIVERVIEW DRIVE; thence Westerly along said right of way North 61°35' East 165.06 feet to the POINT OF BEGINNING.

APN #1220-10-701-005.

Containing 0.65 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 One Thousand Dollars (\$1,000.00) has already been paid. 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.

b. An acreage fee totalling Three Hundred Ninety Dollars (\$390.00) which represents payment for the applicable acreage fee

0475169

BK0899PG4503

of Six Hundred Dollars (\$600.00) per acre for 0.65 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. The receipt of this fee is acknowledged by the DISTRICT.

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

0475169

BK0899PG4504

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

0475169

BK0899PG4505

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

0475169

BK0899PG4506

upon the executors, administrators, assigns and successors of the respective parties.

SECTION NINE

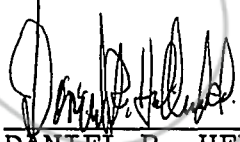
OWNER shall have only sixty (60) days from the date this contract is delivered to OWNER, inclusive of any and all mailing time, to return the signed contract to the DISTRICT accepting all of the terms and conditions of the contract without making any changes or modifications thereto. Should the contract 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: MICHAEL K. SWIFT, TRUSTEE OF
THE MICHAEL K. SWIFT LIVING TRUST

By: Michael K. Swift TRUSTEE
MICHAEL K. SWIFT, TRUSTEE OF
THE MICHAEL K. SWIFT LIVING TRUST

District



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

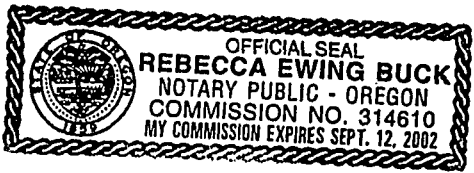
0475169

BK0899PG4507

ACKNOWLEDGMENTS

Oregon
STATE OF NEVADA)
 clatsop : SS.
COUNTY OF WASHOE)

This instrument was acknowledged before me, a Notary Public on the 19th day of August, 1999, by MICHAEL K. SWIFT, TRUSTEE OF THE MICHAEL K. SWIFT LIVING TRUST.

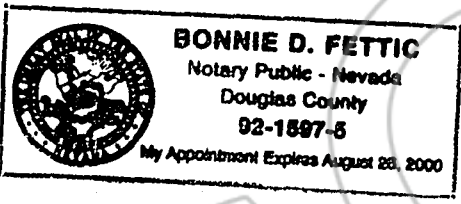


Rebecca E. Buck
Notary Public

My Commission Expires: 9-12-02

STATE OF NEVADA)
 : SS.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me, a Notary Public on the 23rd day of August, 1999, by DANIEL R. HELLWINKEL, as authorized officer of MINDEN-GARDNERVILLE SANITATION DISTRICT.



Bonnie D. Feticc
Notary Public

My Commission Expires: 8-28-00

REQUESTED BY
MGSD
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

1999 AUG 24 PM 1:42

LINDA SLATER
RECORDER

\$ 13.00 PAID JR DEPUTY

0475169
BK0899PG4508