

When Recorded Please  
Return To:

Minden-Gardnerville Sanitation  
District  
P.O. Box 568  
Minden, Nevada 89423

CONTRACT FOR PROVIDING SEWER SERVICE

This Agreement is made on this 13th. day of July, 2000,  
between MARK R. DUDLEY AND BEVERLY A. DUDLEY, Trustees of the Dudley  
Family Trust, dated June 26, 1997 (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").

WITNESSETH:

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 situate in the County of Douglas,  
State of Nevada, described as follows:

A parcel of land located in the NW ¼ of Section 4, T.12 N.,  
R.20E., M.D.B.&M., Douglas County, Nevada, more particularly  
described as follows:

Commencing at the Northeast corner of said Section 4, proceed  
S 68°55'30" W 4564.95 feet, to the Northeast corner of the  
Lampe Homestead; which is the True Point of Beginning of the  
parcel; proceed thence N. 82°45'31" W. 382.44 feet, along the

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Northerly boundary of the Lampe Homestead thence N. 1°33'07" W. 66.30 feet thence N. 81°29'43" W. 188.90 feet to the Southwest corner of the parcel; then N. 1°29'43" W. 507.88 feet to the Northwest corner of the parcel; thence S. 74°59'43" E. 109.88 feet, thence S. 79°53'15" E. 786.61 feet, to the Northeast corner of the parcel; then S. 19°51'37" E. 71.18 feet, thence S. 3°16'20" W. 423.66 feet, to the Southeast corner of the parcel; thence N. 88°47'17" W. 299.34 feet to The Point of Beginning.

EXCEPT THEREFROM: A parcel of land, located in the NW ¼ of Section 4, T.12.N., R.20.E., M.D.B.&M., Douglas County, Nevada, more particularly described as follows:

Commencing at the Northeast corner of said Section 4, proceed S 68°55'30" W., 4562.95 feet, to the Northeast corner of the Lampe Homestead parcel; thence N 82°45'31" W. 198.44 feet, along the North boundary of the Lampe Homestead, to the True Point of Beginning, which is the southeast corner of the parcel; proceed thence N 82°45'31" W., 184.00 feet, along the North boundary of the Lampe homestead Parcel, to the Northwest corner of said Lampe Homestead Parcel; thence N 1°33'07" W., 66.30 feet; thence N. 81°29'43" W., 188.90 feet, to the Southwest corner of the parcel; thence N. 1°29'43" W. 507.88 feet, to the Northwest corner of the parcel; thence S. 74°59'43" E., 109.88 feet, thence S. 79°53'15" W., 358.04 feet to the Northeast corner of the parcel; thence S. 7°54'53" W., 538.93 feet, to the Point of Beginning.

APN No. 1220-04-201-005, containing 5.64 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:

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## 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 totaling THREE THOUSAND THREE HUNDRED EIGHTY-FOUR DOLLARS (\$3,384.00) which represents payment for the applicable acreage fee of SIX HUNDRED DOLLARS (\$600.00) per acre for 5.64 acres. Such amount is due and payable when this Agreement is returned to the DISTRICT fully executed by the OWNER. Payment must accompany the written Agreement. The receipt of this fee is acknowledged by the DISTRICT.

c. A capacity fee totaling THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) represents payment for the applicable capacity fee of \$3,500 per unit for one (1) units of capacity. The capacity fee will be paid by the OWNER, in full, on or before the earliest of the following dates: (1) within nine (9) months from the date the DISTRICT allows the capacity; (2) prior to the issuance of a connection permit; or (3) before the DISTRICT approves and/or signs any final subdivision parcel map. 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. All capacity not used with 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 tenth (10th) day after the statement has been mailed. A basic penalty for non-payment of charges not paid when due of ten percent (10%) for the first month's delinquency shall be charged. In addition, a penalty of one and one-half percent (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.

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## SECTION TWO

OWNER agrees to construct all facilities in accordance with the DISTRICT's applicable rules, regulations and ordinances 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 the 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

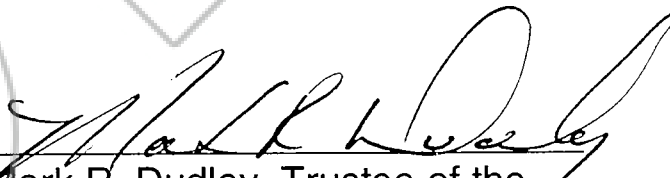
OWNER shall have only sixty (60) days from the date this contract is delivered to OWNER, inclusive of any and all mailing time, to return the signed contract to the DISTRICT accepting all of the terms and conditions of the contract without making any changes or modifications thereto. Should the contract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

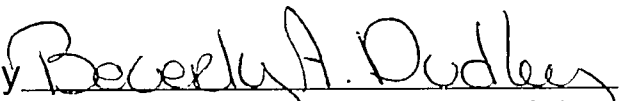
EXECUTED at Minden, Nevada, on the date first above written.

DISTRICT

OWNER

By:   
DANIEL R. HELLWINKEL  
Chairman, Board of Trustees  
Minden-Gardnerville Sanitation District

By:   
Mark R. Dudley, Trustee of the  
Dudley Family Trust, dated  
June 26, 1997

By:   
Beverly A. Dudley, Trustee of the  
Dudley Family Trust, dated  
June 26, 1997

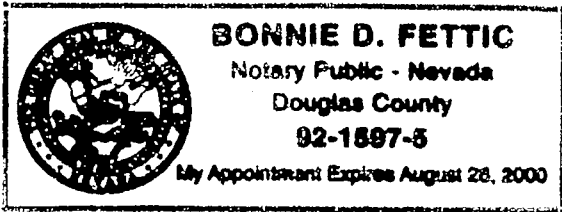
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ACKNOWLEDGEMENTS

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

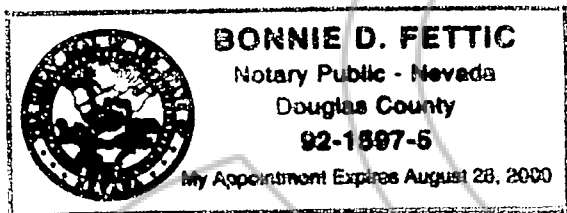
This instrument was acknowledged before me, a Notary Public, on the 10th. day of July, 2000, by Mark R. Dudley, Trustee of the Dudley Family Trust, dated June 26, 1997.



By Bonnie D. Feticc  
Notary Public

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

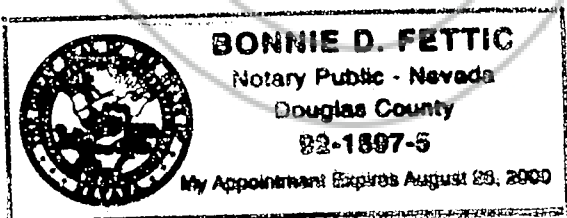
This instrument was acknowledged before me, a Notary Public, on the 10th. day of July, 2000, by Beverly A. Dudley, Trustee of the Dudley Family Trust, dated June 26, 1997.



By Bonnie D. Feticc  
Notary Public

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me, a Notary Public, on the 13th. day of July, 2000, by DANIEL R. HELLWINKEL.



By Bonnie D. Feticc  
Notary Public

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COPY

REQUESTED BY  
*M.S.D.*

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 JUL 14 PM 1:43

LINDA SLATER  
RECORDER

\$15<sup>00</sup> PAID *Bh* DEPUTY

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