

APN #1220-04-201-006

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 3rd. day of April, 2003,  
between JONATHAN B. AND JOCELYN V. FISHER (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:

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

That portion of the East one-half of the Northwest one-quarter of  
Section 4, Township 12 North, Range 20 East, N.D.B. & M.,  
described as follows:

Commencing at the Northeast corner of said Section 4; thence  
South 68°55'30" West, a distance of 4564.95 feet to the  
Northeast corner of the William H. Lampe, et ux, property as  
excepted from the description of lands as conveyed to Led-Mil  
of Nevada, Inc., by deed recorded June 14, 1965, in Book 32 of  
the Official Records at Page 198, Douglas County, Nevada,

0573688

BK0403PG07574

records; then South 88°47'17" East, a distance of 299.34 feet to the True Point of Beginning; then from the True Point of Beginning North 03°16'20" East, a distance of 423.66 feet; thence South 76°06'07" East, a distance of 132.15 feet; thence South 45°24'37" East, a distance of 197.67 feet; thence South 02°01'29" East, a distance of 259.01 feet; thence North 88°47'17" West, a distance of 302.45 feet to the Point of Beginning.

APN 1220-04-201-006, containing 2.40 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 totaling ONE THOUSAND FOUR HUNDRED FORTY DOLLARS (\$1,440.00) which represents payment for the applicable acreage

fee of SIX HUNDRED DOLLARS (\$600.00) per acre for 2.4 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.

#### 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: Jerome Etchegoyhen  
JEROME ETCHEGOYHEN  
Chairman, Board of Trustees  
Minden-Gardnerville Sanitation District

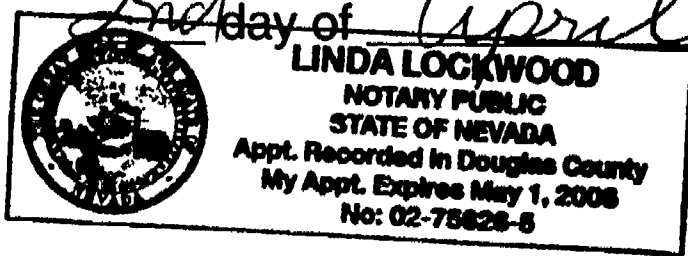
By: Jonathan B. Fisher  
Jonathan B. Fisher

By: Jocelyn V. Fisher  
Jocelyn V. Fisher

ACKNOWLEDGEMENTS

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

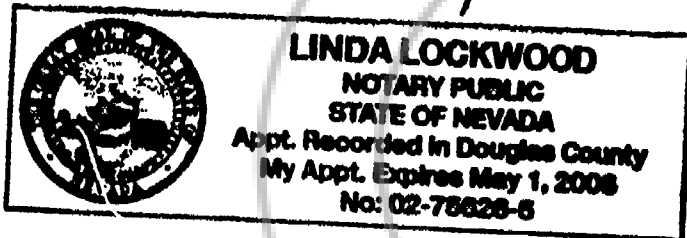
This instrument was acknowledged before me, a Notary Public, on the  
2nd day of April, 2003, by Jonathan B. Fisher.



By Linda Lockwood  
Notary Public

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

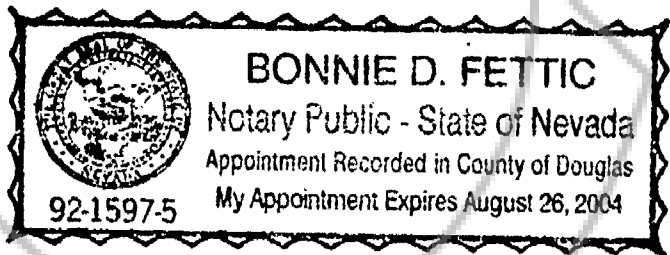
This instrument was acknowledged before me, a Notary Public, on the  
2nd day of April, 2003, by Jocelyn V. Fisher.



By Linda Lockwood  
Notary Public

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me, a Notary Public, on the  
15th. day of April, 2003, by Jerome Etchegoyhen.



By Bonnie D. Feticc  
Notary Public

REQUESTED BY  
M G S D  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2003 APR 16 PM 1:17

WERNER CHRISTEN  
RECORDER

\$21<sup>00</sup> PAID K2 DEPUTY

0573688

BK 0403 PG 07581