

APN# 1220-04-002-022



KAREN ELLISON, RECORDER

Recording Requested by/Mail to:

Name: Gardnerville Water Company

Address: 1579 Virginia Ranch Road

City/State/Zip: Gardnerville/NV/89410

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

Agreement for Provisional Utility Connection

Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

Mark Gonzales
Signature

Mark Gonzales
Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

_____.

A.P.N. 1220-04-002-022

When Recorded, Mail to:

Gardnerville Water Company
1579 Virginia Ranch Road
Gardnerville, Nevada 89410

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

AGREEMENT FOR PROVISIONAL UTILITY CONNECTION

This agreement is entered into on the 25 day of June, 2018, by and between the Gardnerville Water Company, Inc., a Nevada non-profit corporation, herein referred to as "Utility," and the Carson Valley Community Food Closet, a Nevada non-profit corporation, herein referred to as "Owner," based on the following facts and circumstances.

RECITALS

WHEREAS, Utility is a public water utility operating pursuant to that Certificate of Public Convenience and Necessity no. CPC 926 Sub 13, issued by the Public Utilities Commission of Nevada; and

WHEREAS, Owner owns Douglas County Assessor's Parcel no. 1220-04-002-022, herein referred to as the "Property"; and

WHEREAS, the Property is located within the Utility's certificated water service area; and

WHEREAS, Owner intends to construct a community food closet on the Property which will provide necessities to persons in need thereof; and

WHEREAS, Owner's contemplated new facility requires a four-inch (4") fire connection; and

WHEREAS, Utility has denied Owner's request that it waive some or all of its established fire impact fees; and

WHEREAS, the Utility's Board of Directors is sensitive to and appreciative of Owner's public service function within the community.

WITNESSETH

Now, therefore, the parties hereto do agree as follows:

1. The foregoing recitals are hereby incorporated as though set forth in full at this point.
2. Owner will apply for water service connections from Utility as would any other applicant for service.
3. Owner will pay the Utility's established 4" fire impact fee, in the amount of Fifty Thousand Dollars (\$50,000.00). This amount shall be paid as follows:
 - a. Ten Thousand Dollars (\$10,000.00) prior to provisional connection to the Utility's system; and
 - b. Ten Thousand Dollars (\$10,000.00) due on or before July 1, 2019; and
 - c. Ten Thousand Dollars (\$10,000.00) due on or before July 1, 2020; and
 - d. Ten Thousand Dollars (\$10,000.00) due on or before July 1, 2021; and
 - e. Ten Thousand Dollars (\$10,000.00), plus all late fees and interest, if any, due on or before July 1, 2022.

The forgoing amounts will bear no interest prior to each payment's due date, but will thereafter bear interest as set forth below if not paid when due.

4. Utility will allow and service a provisional 4" fire connection to the Property during the term of this agreement, so long as Owner is compliant with its obligations as set forth herein, and further so long as Owner is also compliant with all of the Utility's tariffs and rules and regulations.
5. Utility may, in its sole discretion, terminate and disconnect Owner's provisional service in the event Owner fails to comply with its obligations set forth herein. In the event Utility intends to terminate provisional service and cause disconnection, it will provide Owner with thirty days advance written notice thereof to allow Owner an opportunity to cure. Such notice of intention, and notice of disconnection, if any, will be concurrently provided to appropriate governmental entities, including but not limited to the East Fork Fire Protection District and the County of Douglas, Nevada.
6. A late fee of five percent (5%) of the amount due shall be charged by Utility to Owner in the event that any payment required by this agreement remains unpaid more than thirty days from its due date. In addition to said late fee, interest, compounded monthly, at the rate of eighteen percent (18%) per annum will be charged on any unpaid amount beginning thirty days after the due date.
7. Owner shall have no right to transfer or assign its rights under this agreement. In the event Owner sells or transfers its interest in the Property, or discontinues its

operation as a food closet, the remaining principal amounts set forth in paragraph 4, and elsewhere, along with late fees, interest, and other amounts due, shall become immediately due and payable; and the provisional connection will terminate. Fire service will not be reconnected until the remaining full connection fee and all other amounts, if any, are paid in full to the Utility by Owner or its successor(s) in interest.

8. Upon full payment of the fire connection fee, this agreement will automatically expire, and the provisional service classification will be replaced with that of permanent service connection. Utility will thereafter, at Owner's request, deliver to Owner a document indicating the full performance and expiration of this Agreement, which Owner may record.

9. The parties agree and intend that this agreement shall be recorded. If for any reason this agreement cannot be recorded, the parties will develop and execute a recordable alternative for the purpose of advising the world of the provisional water service to the Property.

10. Should any provision of this Agreement be found to be invalid, void, or unenforceable, it shall be severed from the agreement and shall not affect the remaining terms and conditions herein, provided that the intention of the parties as reflected herein remains enforceable..

11. Waiver by either party hereto of any term, condition or covenant and the performance of same shall not be deemed a waiver of any subsequent or other term, condition or covenant. No condition, term, or covenant shall be deemed waived unless the waiver is in writing and signed by both parties hereto.

12. Time is of the essence of every provision contained herein.

13. All written notices required to be given pursuant to the terms hereof shall be either delivered by hand delivery, deposited in the United States mail, first class, postage prepaid, faxed or emailed with the original notice to be mailed within 24 hours of the date of the fax or email to the following:

UTILITY:

Gardnerville Water Company, Inc.
1579 Virginia Ranch Road
Gardnerville NV 89410

OWNER:

Carson Valley Community Food Closet, Inc.
P.O. Box 2911
Gardnerville, NV 89410

The foregoing addresses may be changed by written notice to the other party. Notices shall be deemed delivered upon actual receipt or upon refusal to accept delivery if given by email or fax or hand delivery, and shall be deemed delivered upon three (3) days of mailing.

14. This Agreement contains the entire understanding and agreement between the parties regarding its subject matter, and shall supersede all prior correspondence, agreements and understandings, both verbal and written.

GARDNERVILLE WATER COMPANY, INC.

CARSON VALLEY COMMUNITY FOOD CLOSET, INC.

By Jason Spotts
Jason Spotts, Chairman

By: Donald R. McRoberts
DONALD R. McRoberts - Chairman
[Print name and title]

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Nevada)
)ss:
County of Douglas)

On this 25 day of June in the year 2018, before me Kristien Bennett a notary public, personally appeared Jason Spotts, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Kristien Bennett
(Signature of Notary Public)



NOTARY SEAL

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Nevada)
)ss:
County of Douglas)

On this 25 day of June in the year 2018, before me Kristien Bennett a notary public, personally appeared Donald R. McRoberts, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Kristien Bennett
(Signature of Notary Public)



NOTARY SEAL