

When recorded please return to:

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

AGREEMENT FOR ANNEXATION

This AGREEMENT is made on the 27th. day of February, 1989, between Murl F. Redwine and Venola M. Redwine, husband and wife, Janet Redwine Baker, an unmarried woman, and Kay Redwine Trotter, an unmarried woman, all as Joint Tenants (hereinafter referred to as "OWNER") and the MINDEN-GARDNERVILLE SANITATION DISTRICT, a governmental body organized under the laws of the State of Nevada, and (hereinafter referred to as "DISTRICT"):

W I T N E S S E T H

WHEREAS, the OWNER has real property situate in the Southeast  $\frac{1}{4}$  of Section 30, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, described as follows:

Beginning at the most Westerly corner of Parcel 2, as shown on that certain Parcel Map, recorded October 23, 1979, Document #38047; thence North 26°35'00" East 141.30 feet to the Southwesterly corner of the Redwine parcel as described in deed recorded in Book 72, Page 245, Document #46655; thence along the boundary of said Redwine parcel North 26°35'00" East 192.70 feet to a point on the Southerly right-of-way line of U.S. Highway 395; thence South 63°25'00" East along said right-of-way line 313.05 feet; thence South 26°35'00" West 334.00 feet; thence North 63°25'00" West 313.05 feet to the POINT OF BEGINNING.

(hereinafter referred to as "Property").

WHEREAS, the OWNER is desirous of obtaining sewer capacity and sewer service from the DISTRICT;

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WHEREAS, the DISTRICT is desirous of providing such sewer capacity and sewer service to the OWNER;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE

In consideration of DISTRICT providing sewer capacity and sewer service to OWNER and thereby allowing OWNER to deposit sewage in the existing sewer line located in front of the OWNER'S premises, said premises being located on OWNER'S property, the OWNER agrees to pay the following fees:

a. An annexation application fee in the sum of FIVE HUNDRED DOLLARS (\$500.00). This fee will be applied to the DISTRICT'S expenses incurred in reviewing OWNER'S application and plans. Any balance remaining will be refunded to OWNER. In the event the DISTRICT'S expenses incurred in reviewing OWNER'S application and plans exceed the fee, the OWNER agrees to pay to the DISTRICT the amount of the additional expenses.

b. An acreage fee of SIX HUNDRED DOLLARS (\$600.00) per acre is due and payable upon the approval of the annexation application. OWNER desires to annex approximately 2.40 acres. The acreage fee is therefore ONE THOUSAND FOUR HUNDRED FORTY DOLLARS (\$1,440.00).

c. A capacity fee of TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$2,250.00) per sewer unit is due and payable within ninety days (90) of the date the annexation application is approved and sewer capacity is granted. The failure to pay the

capacity fee, within the time period set forth, shall be deemed OWNER'S forfeiture of the allocated sewer capacity and OWNER will be prohibited from submitting a new annexation application for sewer capacity for a period of six (6) months. All capacity not used within two (2) years of the date of approval and 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 by OWNER immediately on issuance of a connection permit. The amount of the fee will be the fee established by the DISTRICT and will be charged at the fee rate in existence at the time the connection permit is issued. This fee is subject to revision by the DISTRICT.

e. A monthly fee will be due and payable upon the annexation and connection of OWNER'S property to the sewer system. The OWNER and/or OWNERS of record at the time the charge is assessed will be responsible for payment of the fee. The monthly fee will be in such amount as is being assessed by the DISTRICT for equivalent dwelling units, and for the particular use or type of use or uses for which the service is devoted. This fee is subject to increase from time to time in accordance with the DISTRICT'S revised rate regulations.

f. Payments of fees pursuant to Paragraph (e) above are due and payable at the DISTRICT'S office on or before the 10th day after the statement has been mailed. A basic penalty in the amount of ten percent (10%) of the fee due, for non-payment of fees when due, shall be charged for the first month's

delinquency. Thereafter, a penalty of one and one half percent (1½%) per month of the amount of the fee due plus the basic penalty amount, shall be imposed for non-payment of the fee and basic penalty, on the first day of the calendar month following the due date. Said penalty shall continue to be assessed for each additional month the account remains unpaid.

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 days' written notice prior to commencing construction.

SECTION THREE

The terms and conditions of this Annexation Agreement are deemed covenants which run with the land and are binding upon the heirs, devisees, transferees and/or assignees of the OWNER. A copy of this Annexation Agreement shall be recorded to give subsequent parties notice and to bind subsequent parties to the terms and conditions of this Agreement.

SECTION FOUR

In the event that the DISTRICT is legally unable to provide sewer service, or sewer capacity, or is prevented from further providing the same, this Annexation Agreement shall terminate and become of no force and effect and the DISTRICT shall have no further obligation to provide sewer service or capacity to OWNER, his heirs, devisees, transferees, and/or assignees.

SECTION FIVE

This Annexation Agreement inures to the benefit of and is binding upon the executors, administrators, assignees and successors of the parties to this Agreement.

SECTION SIX

This Annexation Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein. No prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Annexation Agreement shall be modified or cancelled except if made in writing and signed by all parties to this Annexation Agreement.

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

DISTRICT

*Daniel R. Hellwinkel*

DANIEL R. HELLWINKEL  
Board of Trustees  
Minden-Gardnerville  
Sanitation District

OWNER

*Muri F. Redwine*

MURI F. REDWINE

*Venola M. Redwine*

VENOLA M. REDWINE

*Janet Redwine Baker*

JANET REDWINE BAKER

*Kay Redwine Trotter*


KAY REDWINE TROTTER

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STATE OF NEVADA )  
 : ss  
COUNTY OF Douglas )

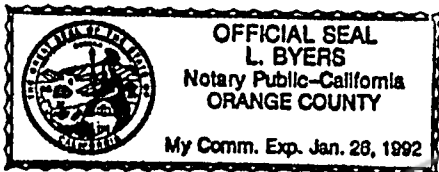
On the 27th day of February, 1989, personally appeared before me, a Notary Public, DANIEL R. HELLWINKEL, who acknowledged that he executed the above instrument.

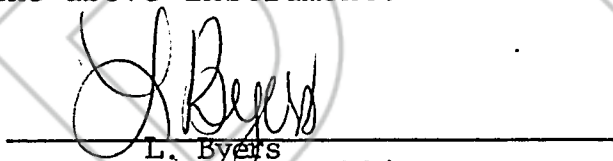


  
\_\_\_\_\_  
Bonnie F. Sarasola  
Notary Public

STATE OF California )  
NEVADA )  
 : ss  
COUNTY OF Orange )

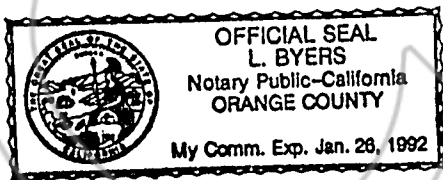
On the 11th day of January, 1989, personally appeared before me, a Notary Public, MURL F. REDWINE, who acknowledged that he executed the above instrument.

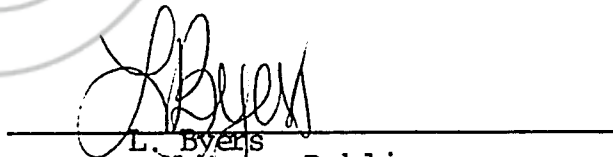


  
\_\_\_\_\_  
L. Byers  
Notary Public

STATE OF California )  
NEVADA )  
 : ss  
COUNTY OF Orange )

On the 11th day of January, 1989, personally appeared before me, a Notary Public, VENOLA M. REDWINE, who acknowledged that she executed the above instrument.



  
\_\_\_\_\_  
L. Byers  
Notary Public

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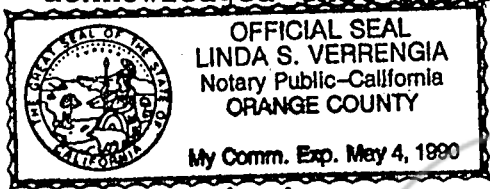
STATE OF NEVADA )  
 : ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_, personally appeared before me, a Notary Public, JANET REDWINE BAKER who acknowledged that she executed the above instrument.

\_\_\_\_\_  
Notary Public

STATE OF <sup>California</sup> ~~NEVADA~~ )  
 : ss  
COUNTY OF Orange )

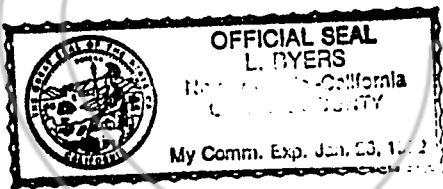
On the 13<sup>th</sup> day of January, 1989, personally appeared before me, a Notary Public, JANET REDWINE BAKER who acknowledged that she executed the above instrument.



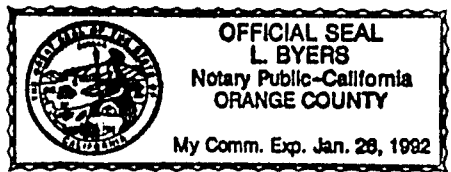
Linda S. Verrengia  
Linda S. Verrengia  
Notary Public

STATE OF <sup>California</sup> ~~NEVADA~~ )  
 : ss  
COUNTY OF Orange )

On the 12<sup>th</sup> day of January, 1989, personally appeared before me, a Notary Public, KAY REDWINE TROTTER who acknowledged that she executed the above instrument.



L. Byers  
L. Byers  
Notary Public



COPY

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

'89 FEB 27 P1 :08

SUZANNE BEAUDREAU  
RECORDER  
\$12<sup>00</sup> PAID [Signature] DEPUTY  
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