

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 1st. day of June, 1993,
between Jerome L. Keenan and Joann Keenan (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 S E T H

WHEREAS, the OWNER has real property situate in the County of
Douglas, State of Nevada, described as follows:

A parcel of land shown as Parcel #1 on that certain
Parcel Map for SIERRA VIEW ENTERPRISES recorded in Book
992, Page 154 as Document #287403 per the official
records of Douglas County, said parcel being located
within a portion of the Northeast One-Quarter of Section
10, Township 12 North, Range 20 East, Mount Diablo
Baseline & Meridian, Douglas County, Nevada.

EXCEPT a 20 foot strip of land along he northeasterly
boundary line of said parcel as recorded in Book 892,
Page 1434 as Document #285622.

Parcel #27-200-21 containing 2.644 acres more or less.

(hereinafter referred to as "Property").

WHEREAS, the OWNER desires to purchase one unit of capacity
and to annex said property to DISTRICT;

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 DISTRICT's system, OWNER agrees to pay the following fees:

a. An annexation application fee in the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) has previously been paid. 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 totalling ONE THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS AND FORTY CENTS (\$1,586.40) which represents payment for the applicable acreage fee of SIX HUNDRED AND NO/100 DOLLARS (\$600.00) per acre for 2.644 acres. Such amount is due and payable and must be returned with the executed original to this Agreement within the time constraints set forth in Part One, Section IX, paragraph J of the DISTRICT's ordinances.

c. A capacity fee for one unit of capacity totalling TWO THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$2,850.00). Said fee must be paid within the time constraints set forth in Part One, Section IX, paragraph J of the DISTRICT's ordinances.

d. A connection fee is due and payable by OWNER immediately on issuance of a connection permit. The amount of the fee shall be the comparable rate within the DISTRICT for each Equivalent

Dwelling Unit at the time of connection. This fee is subject to revision by the DISTRICT.

e. A monthly fee will be due and payable upon the annexation 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 and schedules.

f. Payments of fees pursuant to Paragraph (e) above are due and payable at the DISTRICT's office on or before the tenth (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 (1-1/2%) 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 (5) 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 canceled except if made in writing and signed by all parties to this Annexation Agreement.

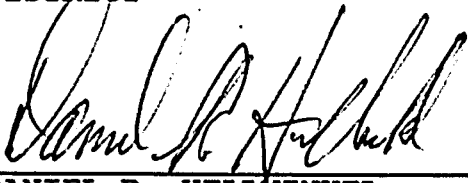
SECTION SEVEN

This Agreement must be executed and returned unchanged and unmodified within sixty (60) days of delivery. Failure to comply with this requirement results in revocation of the DISTRICT'S offer to annex and OWNER must wait six (6) months to reapply.


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


DISTRICT

OWNER



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

By: 

Jerome L. Keenan
By: 

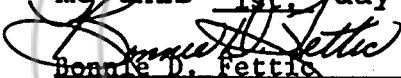
Joann Keenan

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On this 1st day of June, 1993, personally appeared before me, a Notary Public, Daniel R. Hellwinkel, known or proved to me to be the person whose name is subscribed to the within instrument, as authorized officer of Minden Gardnerville Sanitation District, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

SUBSCRIBED and SWORN to before me this 1st day of June, 1993.



Bonnie D. Feticc
Notary Public



STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On this 1st day of JUNE, 1993, personally appeared before me, a Notary Public, Jerome L. Keenan, known or proved to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

SUBSCRIBED and SWORN to before me this 1st day of JUNE, 1993.

Dianne L Woods
Notary Public

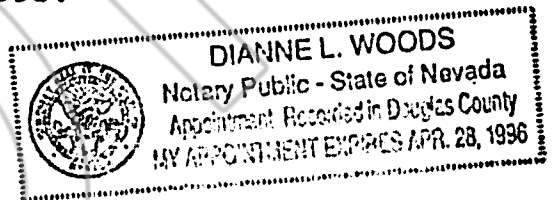


STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On this 1st day of JUNE, 1993, personally appeared before me, a Notary Public, Joann Keenan, known or proved to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

SUBSCRIBED and SWORN to before me this 1st day of JUNE, 1993.

Dianne L Woods
Notary Public



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

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SUZANNE BEAUDREAU
RECORDER
\$10 PAID ka DEPUTY