

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 day of 10 July, 2000), between ROMAN CATHOLIC BISHOP OF RENO-LAS VEGAS and HIS SUCCESSORS, A Corporate Sole (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 in the County of Douglas, State of Nevada, described as follows:

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located in the Southwest 1/4 of the Northwest 1/4 of Section 4, and in the Southeast 1/4 of the Northwest 1/4 of Section 5, Township 12 North, Range 20 East, M.D.B.&M., more particularly described as follows:

COMMENCING at the Northeast corner of said Section 4, proceed South 74°46'04" West, 5456.39 feet to the True Point of Beginning, which is the Northwest corner of the parcel and lies on the Easterly right-of-way line of Centerville Lane; proceed thence South 1°29'43" East, 456.88 feet along said Easterly right-of-way line to a point; thence South 85°29'43" East, 625.09 feet, along a line Northerly of and parallel to the existing driveway to the Lampe Homestead, to the Southeast corner of the parcel, which lies on the Westerly side of the Lampe Homestead, at a point 240.45 feet from the Southwest corner of the Lampe Homestead; thence North 1°33'70" West, 412.68 feet, along the Westerly line of the Lampe Homestead extended to a point 66.30 feet Northerly from the Northwest corner of Lampe Homestead; thence North 81°29'43" West, 630.84 feet to the True Point of Beginning. Containing 6.2 acres more or less.

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WHEREAS, OWNER desires to be annexed into ^{and} desires sewer service and capacity from DISTRICT; ~~DISTRICT~~; and

WHEREAS, DISTRICT is willing to annex OWNER's property and to provide sewer capacity and service;

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 ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) 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. The Acreage fee 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 of TWENTY THOUSAND NINE HUNDRED THIRTY AND 00/100 DOLLARS (\$20,930.00), represents payment of the applicable capacity fee of \$3,500 per unit for five and 98/100 (5.98) units of capacity, toward which the amount of THIRTEEN THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS (\$13,445.00) has already been paid. The remaining capacity fee of SEVEN THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS AND NO/100 (\$7,485.00) is due and payable upon receipt of this Agreement, which amount represents the difference in the capacity fee rate from the time the contract of service was executed to the date of annexation as prescribed by the MGSD Ordinance.

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

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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 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.

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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





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

By: _____
Phillip F. Strating
Roman Catholic Bishop of Reno-
Las Vegas and His Successors,
A Corporate Sole

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STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

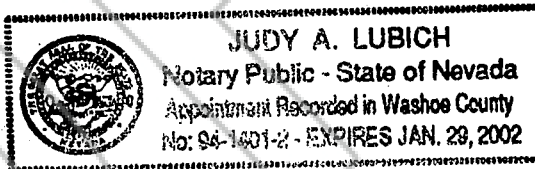
On this 18th day of September, 2000, personally appeared before me, a Notary Public, DANIEL R. HELLWINKEL, known to me to be the person whose name is subscribed to the within instrument, as authorized officer of MINDEN-GARDNERVILLE SANITATION DISTRICT, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Subscribed and sworn to before me this 18th day of September, 2000.

By Bonnie D. Feticc
Notary Public



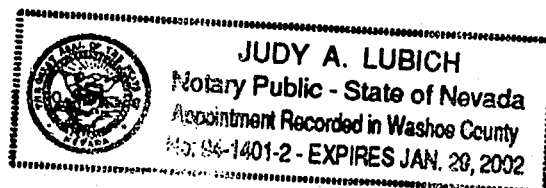
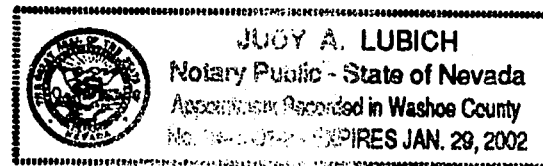
STATE OF NEVADA)
) ss.
COUNTY OF ~~DOUGLAS~~)
Washoe



On this 10th day of July, 2000, personally appeared before me, a Notary Public, ROMAN CATHOLIC BISHOP OF RENO ~~LAS VEGAS~~ AND HIS SUCCESSORS, A Corporate Sole, known 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 10th day of July, 2000.

By Judy A. Lubich
Notary Public



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COPY

REQUESTED BY

M G S D

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 SEP 21 PM 1:15

LINDA SLATER
RECORDER

\$ *12.00* PAID *A* DEPUTY

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