

✓ Minden-Gardnerville Sant. Dist.  
PO Box 568  
Minden NV 89423

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is by and between Minden Gardnerville Sanitation District ("MGSD") and Gardnerville Ranchos General Improvement District ("GRGID").

### PRELIMINARY STATEMENT

1. MGSD is a general improvement district in Douglas County formed under NRS Chapter 318, and provides sanitary sewer services to customers within its district boundaries and provides sanitary sewer services to customers outside its district boundaries but within its service territory pursuant to contracts for providing sewer service.
2. GRGID is a general improvement district formed under NRS Chapter 318 which provides various services authorized under NRS § 318.116.
3. MGSD provides sanitary sewer services to GRGID under and pursuant to a written contract as amended from time to time ("MGSD/GRGID Contract").
4. MGSD provides sanitary sewer services to customers within Pleasantview subdivision, Douglas County, Nevada, under and pursuant to a corrected Contract for Providing Sewer Services dated March 13, 1989 ("Pleasantview Contract"), between John W. Drayton, Jr., Trustee under Trust Agreement Dated December 14, 1976, of the John W. Drayton and Verna C. Drayton Trust.

**WHEREAS**, the real property subject to the Pleasantview Contract (Pleasantview Subdivision) has been developed and individual property owners within the subdivision are receiving sanitary sewer services under and pursuant to the terms of the Pleasantview Contract; and

**WHEREAS**, the Pleasantview Subdivision is situate adjacent to the district boundaries of GRGID, but is not adjacent to the district boundaries of MGSD; and

**WHEREAS**, GRGID presently provides certain general improvement district services to Pleasantview Subdivision; and

**WHEREAS**, MGSD and GRGID agree that it is economically, practically, and administratively more efficient for GRGID to provide sanitary sewer services to Pleasantview Subdivision and under and pursuant to the terms and conditions of the Pleasantview Contract where not inconsistent with the terms and conditions of this Agreement, and that MGSD continue to provide sanitary sewer services to GRGID under and pursuant to the terms of the MGSD/GRGID Contract.

**NOW, THEREFORE**, in consideration of the preliminary statements and mutual covenants and other terms and conditions entered herein, the Parties hereto agree as follows:

**1. Assignment and Assumption.**

MGSD hereby conveys, transfers, and assigns to GRGID all of MGSD's right, title, and interest in the Pleasantview Contract. In consideration of such assignment (which assignment GRGID hereby accepts) and subject to the terms, conditions, representations, and warranties contained herein, GRGID hereby assumes all of the obligations of MGSD under the Pleasantview Contract where GRGID provides sanitary sewer services, and hereby agrees to be bound by all covenants and agreements of MGSD set forth in the Pleasantview Contract and to comply with all other terms and conditions of the Pleasantview Contract where not inconsistent with the terms and conditions of the MGSD/GRGID Agreement. In the case of inconsistencies, the MGSD/GRGID Agreement shall govern and control.

**2. Representations, Warranties and Covenants of MGSD.**

MGSD represents, warrants, and covenants to GRGID as follows:

(a) MGSD is a general improvement district duly formed and validly existing under the laws of the State of Nevada.

(b) The execution and delivery of this Agreement and performance of the transactions contemplated hereby have been duly authorized by the Board of Trustees and will not result in a breach by it or constitute a default by it under any law, agreement, instrument, or order to which it is a party or by which it is bound, and will not be in conflict with or constitute a default under or violation of any of its ordinances.

(c) This Agreement and all other instruments required hereby to be executed and delivered to GRGID are, or when delivered will be, legal and binding instruments enforceable in accordance with their terms.

(d) The Pleasantview Contract is assignable by MGSD to GRGID hereunder.

(e) MGSD has complied with all provisions of the Pleasantview Contract and no party to the Pleasantview Contract is in default under any provision thereof.

**3. Representations, Warranties and Covenants of GRGID.**

(a) GRGID is a general improvement district duly organized, validly existing, and in good standing under the laws of the State of Nevada.

(b) The execution and delivery of this Agreement and performance of the transactions contemplated hereby have been duly authorized by GRGID and will not result in a breach by it or constitute a default by it under any law, agreement, instrument, or order to which it is a party or by which it is bound, and will not be in conflict with or constitute a default under or violation of any provisions of its ordinances.

(c) This Agreement and all other instruments required hereby to be executed and delivered to MGSD are, or when delivered will be, legal and binding instruments enforceable in accordance with their terms.

(d) GRGID agrees to promptly furnish all customers in the Pleasantview Subdivision with notice of the assignment hereunder and agrees to promptly give MGSD notice of any notice or other communication hereafter received by GRGID with respect to the Pleasantview Contract.

#### **4. Further Instruments.**

MGSD hereby agrees to duly execute and deliver to GRGID all such other and further instruments of conveyance, transfer and assignment, and to take such other action as GRGID may reasonably deem necessary to more effectively convey and transfer to GRGID the Pleasantview Contract transferred or intended to be transferred hereby. GRGID agrees to duly execute and deliver to MGSD all such other and further instruments of assumption and take such other action as may reasonably be required by MGSD to effect the full and complete assumption by GRGID of the obligations of MGSD assumed or intended to be assumed hereunder.

#### **5. Indemnification.**

GRGID hereby agrees to indemnify and hold MGSD harmless from and against all actions, claims, demands, and expenses, including attorneys' fees, in respect of the obligations assumed hereunder other than any actions, claims, demands, and expenses arising from or in connection with any misrepresentation or breach of warranty or covenant by MGSD hereunder. MGSD hereby agrees to indemnify and hold GRGID harmless from and against all actions, claims, damages, and expenses, including attorneys' fees, arising from or in connection with any misrepresentation or breach of warranty or covenant by MGSD hereunder.

#### **6. Notices.**

Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing and shall be delivered in person to such party or mailed by first-class mail, postage prepaid, addressed as follows:

To: Minden-Gardnerville Sanitation District  
P.O. Box 568  
Minden, Nevada 89423  
Attention: David LaBarbara

To: Gardnerville Ranchos General Improvement District  
931 Mitch Drive  
Gardnerville, Nevada 89410  
Attention: Robert Spellberg

or to such other address with respect to a party as such party shall notify the other party in writing as provided above.

**7. Complete Agreement.**

This Agreement contains a complete agreement between the Parties hereto with respect to the assignment of the Pleasantview Contract, assumption of obligations, and other transactions contemplated hereby, and supersedes all prior agreements and understanding between the Parties hereto with respect thereto.

**8. Successors and Assigns.**

This Agreement shall inure to the benefit of and shall bind the successors, heirs, executors, and assigns of the Parties hereto.

**9. Governing Law.**

The Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of April 6, 2001.

MINDEN-GARDNERVILLE  
SANITATION DISTRICT

GARDNERVILLE RANCHOS GENERAL  
IMPROVEMENT DISTRICT

By *Daniel R. Hellwinkel*  
Daniel R. Hellwinkel

By *Robert Spellberg*  
Robert Spellberg

MGSD-GRGIDAGRMT

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

2001 APR 10 PM 1:43

LINDA SLATER  
RECORDER

\$10.00 PAID *OK* DEPUTY

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