

APN 1220-04-601-028  
When recorded please return to:

✓ Minden-Gardnerville Sanitation District  
1790 Hwy 395  
Minden, Nevada 89423

Doc Number: **0823103**  
05/07/2013 01:46 PM  
OFFICIAL RECORDS  
Requested By:  
MINDENGARDNERVILLE SANITATION

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 6 Fee: \$ 19.00  
Bk: 0513 Pg: 1488



Deputy: gb

**AGREEMENT FOR ANNEXATION**

This Agreement is made on the 3<sup>rd</sup> day of May, 2013, between DOUGLAS COUNTY (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 owns all that 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 within portions of the Northeast one-quarter (NE1/4) and Northwest one-quarter (NW1/4) of Section 4, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows: Commencing at the northwesterly corner of Parcel 1 as shown on the Parcel Map for Herbig Family 1991 Trust filed for record May 1, 2002 in the office of Recorder, Douglas County, Nevada in Book 502, at Page 15, as Document No. 541119, a found 5/8" rebar with cap, P.L.S. 9393, the POINT OF BEGINNING; thence along the northerly line of said Parcel 1, North 89°53'12" East, 595.72 feet; thence along the easterly line of said Parcel 1, the following two courses: South 00°06'48" East, 55.00 feet; South 51°03'24" East, 1039.48 feet to a point on the northerly right-of-way of Stodick Parkway as described on said Parcel Map; thence along said northerly right-of-way of Stodick Parkway and along the northerly right-of-way as described in Grant Deed between Hussman Land and Livestock Co. and Douglas County recorded November 7, 2002 in said office of Recorder in Book 1102, at Page 2663, as Document No. 557138, the following five courses: South 89°43'12" West, 1243.42 feet; Along the arc of a curve to the left having a radius of 1080.00 feet, central angle of 13°17'19", and an arc length of 250.48 feet; South 76°25'53" West, 37.57 feet; South 00°22'19" East, 42.45 feet; South 89°43'12" West,

265.00 feet; thence North 00°16'48" West, 196.00 feet; thence North 20°14'44" West, 140.18 feet; thence North 45°08'34" West, 20.00 feet to the easterly line of Waterloo Lane; thence along said easterly line of Waterloo Lane, North 44°51'26" East, 640.94 feet to the POINT OF BEGINNING.

Parcel No. 1220-04-601-028  
Containing 21.20 acres, more or less.

*PERS NRS 111.312 this legal description was prepared by R.O. Anderson whose mailing address is 1603 Esmeralda Ave, Minden, NV 89423*

WHEREAS, OWNER desires to be annexed into DISTRICT and desires sewer service and capacity from 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 the DISTRICT the amount of the additional expenses.

b. An acreage fee totaling **TWELVE THOUSAND SEVEN HUNDRED TWENTY DOLLARS AND NO/100 (\$12,720.00)** represents payment for the applicable acreage fee of SIX HUNDRED DOLLARS AND NO/100 (\$600.00) per acre for 21.20 acres. The acreage fee must be returned with the executed original to this Agreement within the time constraints set forth in Section 9.100 of the DISTRICT's code.

c. At the time of this contract, OWNER is not requesting any capacity. If and when OWNER does request capacity, and then only if the DISTRICT has capacity available, a capacity fee will be paid by the OWNER, in full, on or before the earliest of the following dates:

(1) nine (9) months from the date the DISTRICT allocates the capacity; (2) prior to the issuance of a connection permit; or (3) before the DISTRICT approves and/or signs any final subdivision parcel map. The allocation of capacity after fees are paid among parcels for which capacity has been purchased and is available, shall be determined by the DISTRICT ordinances in effect at the time capacity is actually allocated and applied. Section 6.090(4) presently specifies how such allocations are made. The above-described capacity fee is subject to revision, and the amount of the fee shall be the comparable rate within the DISTRICT for each Equivalent Dwelling Unit at the time of allocation, if available. Capacity will be allocated by the DISTRICT at the time OWNER makes the request. All capacity not used within two (2) years of the date of the allocation of the sewer capacity will be forfeited to the DISTRICT without any recourse or refund to the OWNER.

The applicant must use any and all capacity purchased within two (2) years of the date of annexation. Entering into an awarded, binding, written, bona fide construction contract with a licensed contractor in the State of Nevada for the installation of sewer service within the two-year period shall be deemed use of the capacity provided the contract requires installation of sewer facilities within a reasonable period of time (not to exceed six (6) months) in which to install the facilities. For good cause shown and demonstrated, and under very extenuating circumstances which the Board, in its absolute discretion, may accept or reject for any reason or no reason whatsoever, the Board may grant one and only one six (6) month extension of time in which to use the capacity, provided that such request for extension is made before the expiration of the original two-year period. Annexed property shall be subject to all the current rules, regulations, ordinances, ad valorem taxes or other taxes and charges adopted or levied by the District. Any other provisions deemed reasonably necessary by the District due to special circumstances pertaining to any specific annexation applications shall be included in the agreement which also shall include the number of allocated units. Failure to comply with the time requirements set forth in this section shall result in forfeiture of all capacity purchased without notice to the applicant, and on forfeiture, all money paid to the District shall then become the property of the District and no amounts shall be refunded.

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 thirtieth (30<sup>th</sup>) day after the statement has been mailed. A basic penalty in the amount of one and one-half percent (1½ %) per month of the amount of the fee due, shall be imposed for non-payment of the fee, 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.

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

DISTRICT

OWNER

DOUGLAS COUNTY

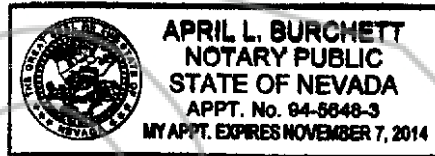
By: Michael C. Henningsen  
Michael C. Henningsen,  
Chairman, Board of Trustees  
Minden-Gardnerville  
Sanitation District

By: Scott Morgan  
Its SCOTT MORGAN,  
Community Service Director,  
Douglas County

STATE OF NEVADA )  
 )ss:  
COUNTY OF DOUGLAS )

On this 3<sup>rd</sup> day of May, 2013, personally appeared before me, a Notary Public, MICHAEL C. HENNINGSEN, 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 3<sup>rd</sup> day of May, 2013.



April L Burchett  
Notary Public

STATE OF NEVADA )  
 )ss:  
COUNTY OF DOUGLAS )

On this 15 day of APRIL, 2013, personally appeared before me, a Notary Public, SCOTT MORGAN, known to me to be the person whose name is subscribed to the within instrument, as authorized officer of DOUGLAS COUNTY 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 15 day of APRIL, 2013.

P. A. Gurule  
Notary Public

