



KAREN ELLISON, RECORDER

APN 220-11-002-009

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 23<sup>rd</sup> day of March, 2015, between The Washoe Tribe of Nevada and California, a sovereign and federally recognized Indian Tribe organized under the provisions of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended, and referred to herein as ("OWNER"), and the Minden-Gardnerville Sanitation District, a governmental body organized and existing under the laws of the State of Nevada, (hereinafter referred to as "DISTRICT").

**WITNESSETH**

WHEREAS, OWNER is a Sovereign Indian Nation recognized by the Federal Government and has authority to enter into this Agreement;

WHEREAS, OWNER owns all that real property situate in the County of Douglas, State of Nevada, described as follows and hereinafter referred to as the "Property" or "Owner's Property":

~~Property to be annexed to appear here~~ See attached Exhibit A

WHEREAS, OWNER desires that the Property be annexed into DISTRICT and desires sewer service and capacity from DISTRICT for the Property; and

WHEREAS, DISTRICT is willing to annex OWNER'S Property and to provide sewer capacity and service to the Property on terms and conditions set forth herein;

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

**SECTION ONE**  
**(FEES AND CHARGES)**

In consideration of DISTRICT providing sewer capacity and sewer service to OWNER's Property and annexing said Property into DISTRICT, and thereby allowing OWNER to deposit sewage from OWNER'S PROPERTY into 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 and preparing this Agreement. Any balance remaining will be refunded to OWNER. In the event the DISTRICT's expenses incurred in reviewing OWNER's application and plans or in preparing this Agreement exceed the fee, the OWNER agrees to promptly pay the DISTRICT the amount of the additional expenses.
- b. An acreage fee totaling TWENTY ONE THOUSAND NINE HUNDRED SIXTY DOLLARS AND NO/100 (\$21,960.00) represents payment for the applicable acreage fee of SIX HUNDRED DOLLARS AND NO/100 (\$600.00) per acre for 36.6 acres. The acreage fee must be returned with the executed original of this Agreement within the time constraints set forth in Section 9.100 of the DISTRICT's code (60 days from date of delivery of this Agreement to OWNER).
- c. At the time of this contract, OWNER anticipates using up to 50 units of Capacity at the time it has developed and built out its Property for the various uses anticipated, but is uncertain of the amount of Capacity it actually will need at full development. Owner therefore is not requesting any Capacity at this time, and understands that Capacity will be allocated based on District charges and fees (currently \$3,800 per EDU), and the availability of Capacity at the time Capacity is requested by OWNER, pursuant to DISTRICT's ordinances, and that any such request for Capacity will be subject to all then existing terms and conditions and charges applicable to the payment and use of Capacity set forth in District Ordinances, including the time limits within which allocated Capacity must be used or otherwise forfeited.

Current ordinances require that capacity be paid for on the earliest of (a) 9 months after any capacity is allocated, (b) prior to the issuance of any connection permit, and (c) prior to the DISTRICT approval of any permit or land entitlement relating to the construction or development of any improvements on the Property. Any or all capacity allocated but 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 OWNER, regardless of whether any such capacity was paid for. 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 also be subject to all the current rules, regulations, ordinances, ad valorem taxes or other taxes and charges adopted or levied by the District as may be amended, modified or repealed from time to time. Failure to comply with the time requirements set forth in this section shall result in forfeiture of any or all capacity purchased (regardless of time of purchase) 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 rate charged within the DISTRICT for each Equivalent Dwelling Unit at the time of connection. This fee is subject to revision by the DISTRICT at any time.

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 provided. This fee is subject to increase from time to time in accordance with the DISTRICT's revised rate regulations and schedules. In addition to

the monthly fee to be paid in such amounts as are assessed by the District for equivalent dwelling units and for the particular use or type of use for which service is provided, OWNER shall be also pay to DISTRICT a monthly fee ("in lieu fee") to compensate the DISTRICT for the loss or inability to collect tax revenues associated with the Property which amount shall be reasonably determined by the District in its discretion, and adjusted by the District in its reasonable discretion from time to time, but not more often than annually, such amounts to approximate the tax revenues that would be allocated to the District for the Property if it were Property subject to tax assessments in Douglas County, Nevada.

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 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.

g. In addition to the foregoing charges, OWNER acknowledges and understands that that DISTRICT is a governmental body, a political subdivision of the state of Nevada, and a taxing entity, and has the statutory right and power to create and assess assessments and special assessments and charges from time to time for purposes that are allowed or permitted by statute, for District purposes and businesses, and OWNER warrants, covenants and agrees that it will be subject to and shall pay any such assessments to the same extent and amount in proportion to the assessments and charges as are made to or are applicable to all other constituents of the DISTRICT.

h. In consideration for DISTRICT's inability to create or foreclose on liens for non-payment of charges and assessments as allowed by statute for DISTRICT for private constituents of the DISTRICT, OWNER agrees to cause a Letter of Credit (LOC) to be established in favor of District in an amount to be determined by District in its reasonable discretion from time to time (but not more often than annually) such amount to approximate two years of charges and assessments to be paid by OWNER to District for services to be rendered hereunder, and to maintain such LOC in place for the duration of this contract, unless otherwise waived or excused by DISTRICT in writing. The LOC shall be issued by a federal or state chartered Bank and made in favor of the DISTRICT and in a form substantially similar to

exhibit B attached hereto, and shall permit the DISTRICT to draw on the line of credit to recover any amounts due or claimed to be due, unpaid and overdue, by District for any charges or fees contemplated herein.

**SECTION TWO**  
**(CONSTRUCTION AND FACILITIES)**

OWNER agrees to, design and construct all facilities in accordance with the DISTRICT's applicable rules, regulations and ordinances, and as may be directed by the District Manager or District Engineer in their reasonable discretion to meet or satisfy the DISTRICT'S requirements, entirely at OWNERS expense. The OWNER will give the DISTRICT five (5) days' written notice prior to commencing construction, and will permit DISTRICT and the District Engineer and Manager or their representatives reasonable access to construction at any and all reasonable times to inspect the construction. All sewers and facilities shall be dedicated to the DISTRICT upon completion and approval by the District and upon dedication, DISTRICT, shall own and maintain the sewers at the DISTRICT'S expense.

**SECTION THREE**  
**(GRANT OF EASEMENTS)**

OWNER shall grant to DISTRICT a twenty (20) foot wide easement in all locations where sewers are to be located, as well as other areas on OWNER'S adjoining land or parcels where DISTRICT anticipates and plans to extend service to adjacent, contiguous or adjoining land or properties, or to Property distant from OWNER whether to and owned by Owner, or to and owned third parties. The easements shall be in substantially the form as the copy of the unexecuted Right of Way Grant attached hereto as Exhibit 1, with changes as necessary to comply with applicable law. OWNER agrees to properly execute all reasonably necessary or convenient and proper documents to carry out the requirements of the easements to enable DISTRICT to extend service to OWNER and to Property adjacent to or distant from OWNER. OWNER also covenants, promises and warrants and agrees that OWNER shall never grant or allow any person or entity other than DISTRICT, to acquire any license, easement, grant, right of use, or any type of permit, or right of way through, across or upon OWNER'S property for any purpose relating to the transport or deposit of sewage to or from any destination, or that would interfere with DISTRICT's reasonable use and enjoyment of the easement.

**SECTION FOUR**  
**(COVENANTS RUNNING WITH THE LAND)**

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 FIVE**

**(TERMINATION OF SERVICE)**

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, its heirs, devisees, transferees, and/or assignees.

**SECTION SIX**

**(SUCCESSORS AND ASSIGNS)**

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 SEVEN**

**(NEVADA CHOICE OF LAW)**

The validity, interpretation, and enforcement of this Agreement are governed by the laws of the State of Nevada (without reference or application of Nevada's conflicts of law or any other provision that would apply the law of any other jurisdiction).

**SECTION EIGHT**

**(AMENDMENTS/MODIFICATIONS)**

This Agreement may be amended from time to time only by the mutual written and authorized consent of the parties. No changes or modifications to this Agreement shall be valid or binding upon the parties unless such changes or modifications are in writing and executed by the parties.

**SECTION NINE**

**(DISPUTE RESOLUTION/MEDIATION)**

The parties agree to attempt in good faith to resolve any disagreement or dispute as to the interpretation, enforcement, or breach of this Agreement, or any of the Parties rights or obligations hereunder, by meeting (subject to any state or federal law regarding "open meetings") and conferring, prior to initiating arbitration. In the event such meeting does not

successfully resolve any dispute, the Parties agree to attempt to mediate the dispute before a mutually agreed upon mediator prior to initiating mandatory arbitration. The costs for such mediation will be shared equally by the parties. In the event the parties cannot agree on a mediator, or terms of conditions of mediation, or if the mediation is unsuccessful after a period of thirty (30) days, then the parties shall proceed to arbitrate pursuant to Section Ten herein.

#### **SECTION TEN**

#### **(MANDATORY ARBITRATION)**

Any dispute, controversy or claim that arises out of or that relates to this Agreement, or the interpretation, validity or breach thereof, shall (subject to Sections Eight and Nine above) be resolved by arbitration in accordance with the then effective rules of Arbitration of the Uniform Arbitration Act as adopted and in effect at the time of arbitration in the State of Nevada, NRS 38.206 et. seq. Subject to Section Eleven herein, any Arbitration Award rendered by such arbitration may be entered in the District Court of the State of Nevada in and for the County of Douglas, which shall have exclusive jurisdiction and venue with respect to enforcement of the Agreement and of any arbitration award under this Agreement. The Parties waive all claims that such forum is inconvenient or improper or that a more convenient or proper forum is available or can be found. Nothing set forth in this Agreement, including informal or formal dispute resolution by mediation or arbitration shall prevent or preclude DISTRICT from exercising its rights to draw on the LOC as hereinabove provided.

#### **SECTION ELEVEN**

#### **(LIMITED WAIVERS OF SOVEREIGN IMMUNITY)**

OWNER expressly and irrevocably agrees to waive its immunity in favor of the DISTRICT and no other person for the limited and sole purpose of permitting arbitration pursuant to the terms of this Agreement and of compelling arbitration and/or enforcing any arbitration decision rendered pursuant to the terms and conditions of this Agreement, but such waiver shall be limited to and only effective to the extent necessary to allow interpretation and enforcement in DISTRICT's favor of OWNER's obligations under the terms of this Agreement and to do so exclusively by specific performance, declaratory judgment, injunctive relief and/or damages related to the covenants and agreements provided for in this Agreement, provided that the total damages awarded for any and all claims brought under OWNER's limited waiver may under no circumstances be greater than the amount owed for services at the time the incident giving rise to such claim or claims occurred plus reasonable costs for the collection

thereof. By executing this Agreement, OWNER does not waive, limit or modify its sovereign immunity from uncontested suit or judicial litigation except as specifically provided for herein. OWNER expressly and irrevocably waives its sovereign immunity (and any defense or avoidance based thereon) only as provided for herein and consents to the jurisdiction of and to be sued by the DISTRICT (subject to the Dispute Resolution/Mediation and Arbitration provisions set forth herein), in the District Court of the State of Nevada in and for the County of Douglas, State of Nevada. OWNER expressly authorizes any government authorities who have the right and duty under applicable law to take any action authorized or ordered by said Court to enforce any judgment entered against OWNER in favor of the DISTRICT, provided, however, that in no instance shall any enforcement or recovery of any kind whatsoever be allowed against any assets of the OWNER, other than the amounts maintained in the LOC as provided herein. By executing this Agreement OWNER does not waive, limit, or modify its sovereign immunity from unconsented suit or judicial litigation, except as provided herein, nor does OWNER extend such waiver to any agent, entity, or affiliate, and it shall not be deemed a waiver of the rights, privileges, and immunities of any agent, entity, or affiliate. By executing this Agreement OWNER does not waive, limit, or modify any aspect of its sovereign immunity with respect to actions of third persons or other parties.

**SECTION TWELVE**

**(FINAL AND COMPLETE AGREEMENT)**

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 THIRTEEN**

**(DELIVERY OF CONTRACT)**

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

Raymond Wilson

Raymond Wilson,  
Chairman, Board of Trustees  
Minden-Gardnerville  
Sanitation District

~~By Co-Trustee~~

~~By Co-Trustees~~

~~By Co-Trustee~~

OWNER

Washoe Tribe of Nevada and California

Neil Mortimer

Neil Mortimer  
Chairman

STATE OF NEVADA        )  
  )ss:  
COUNTY OF DOUGLAS    )

On this 23<sup>rd</sup> day of March, 2015, personally appeared before me, a Notary Public, RAYMOND WILSON, 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 23<sup>rd</sup> day of March, 2015.



April L Burchett  
Notary Public

STATE OF Nevada        )  
  )ss:  
COUNTY OF Douglas    )

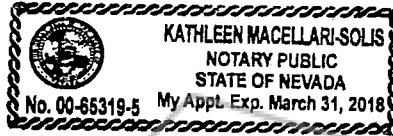
On this 19<sup>th</sup> day of March, 2015, personally appeared before me, a Notary Public, Neil Mortimer, known to me to be the person whose name is

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 19<sup>th</sup> day of March, 2015.

Kathleen Macellari-Solis  
Notary Public



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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me, a Notary Public, \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me, a Notary Public, \_\_\_\_\_, known 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 \_\_\_\_\_ day of \_\_\_\_\_, 201.

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

EXHIBIT 1

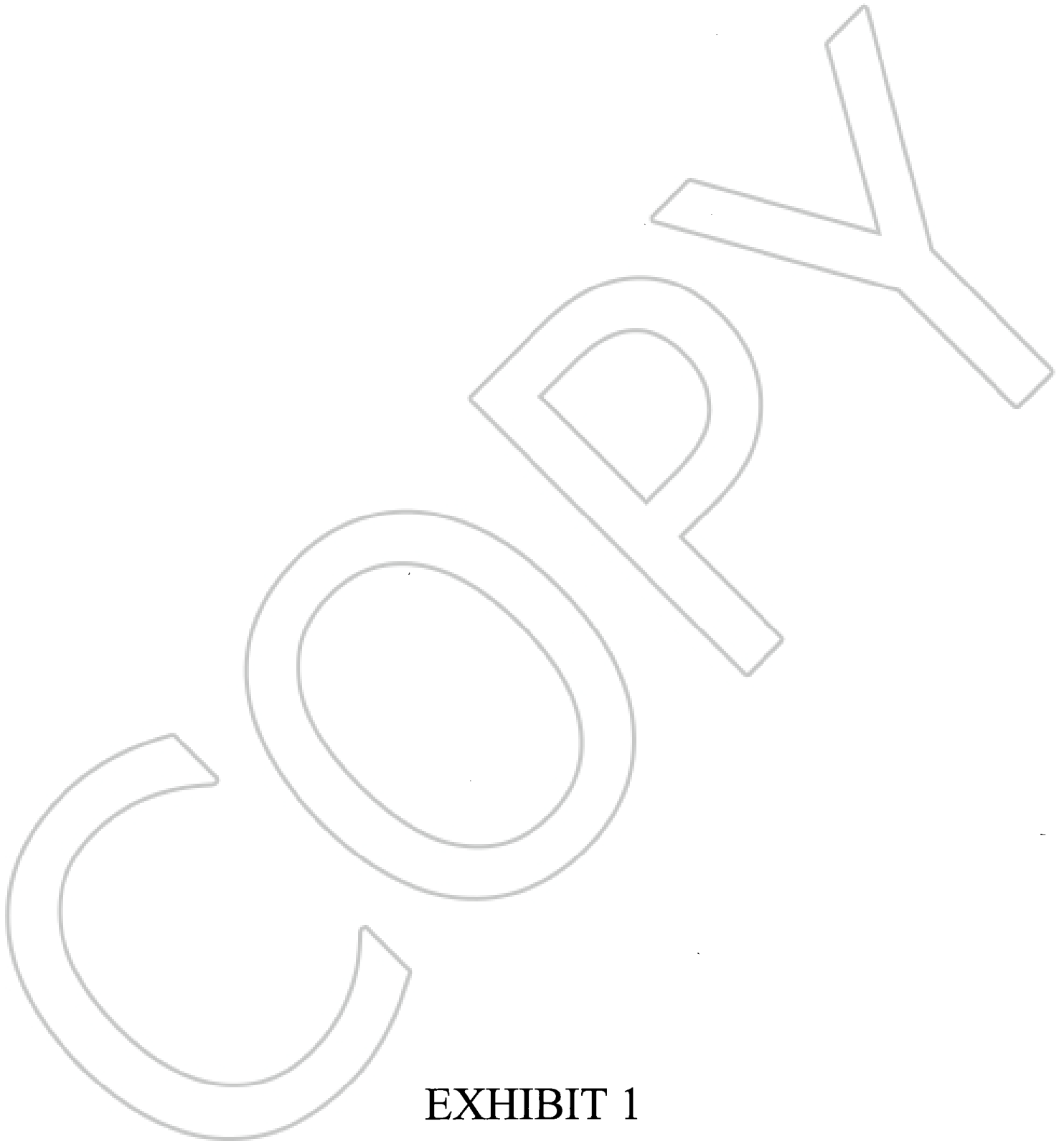


EXHIBIT 1

RETURN TO:  
Minden-Gardnerville Sanitation District  
Post Office Box 568  
Minden, Nevada 89423

## GRANT OF EASEMENT

APN 1220-11-001-001, 1220-11-001-009, 1220-11-002-001

This indenture, made and entered into this 2<sup>nd</sup> day of February, 1999, by and between B D B ENTERPRISES, LLC, hereinafter referred to as Grantor, and the MINDEN-GARDNERVILLE SANITATION DISTRICT, hereinafter referred to as Grantee

### WITNESSETH

That for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, (and other good and valuable consideration) the Grantor hereby grants to the Grantee, its successors and assigns, permanent easement 10 feet wide and 30 feet wide for the installation and maintenance of a sewer line, 10 with other necessary or convenient appurtenances connected therewith, across, over, and upon the following described lands and premises, situate in the County of Douglas, State of Nevada:

See Official Document Exhibits "A" and "B"

together with the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said sewer line and appurtenances.

Grantor agrees that no buildings or structures shall be placed upon, over, or under said easement, hereinafter without the express approval of the Grantee, except that said parcel may be improved and used for street, road, landscape, irrigation, ditch maintenance, or driveway purposes, insofar as such use does not interfere with its use by Grantee for the purposes for which this easement is granted.

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It is further agreed that the Grantee shall be responsible for damage to personal property or improvements of Grantor by reason of Grantee's operation, maintenance, repair or improvements of said sewer line.

B D B ENTERPRISES, LLC

Peri & Sons Farms, Inc.  
by: David J. Peri  
David J. Peri

Casino West, Inc.  
by: Lawrence Bryan Masini  
Lawrence Bryan Masini

STATE OF Nevada )  
COUNTY OF Lyon ) ss

On the 2nd day of February, 1999, per DAVID J. PERI appeared before me, a Notary Public, who acknowledged that he executed the above instrument.

Leslie A. West  
Notary Public



LESLIE A. WEST  
Notary Public - State of Nevada  
Appointment Recorded in Lyon County  
No: 97-2681-12 - Expires July 22, 2001

STATE OF Nevada )  
COUNTY OF Lyon ) ss

On the 2nd day of February, 1999, personally appeared before me, a Notary Public, LAWRENCE BRYAN MASINI who acknowledged that he executed the above instrument.

Leslie A. West  
Notary Public



LESLIE A. WEST  
Notary Public - State of Nevada  
Appointment Recorded in Lyon County  
No: 97-2681-12 - Expires July 22, 2001

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EXHIBIT "A"

B D B ENTERPRISES, LLC  
NORTH PARCEL  
SEWER AND WATER LINE EASEMENT  
LEGAL DESCRIPTION

January 27, 1999

A strip of land 20 feet wide for non-exclusive public utility easement purposes located within the East one-half of Section 10, Township 12 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the most Westerly corner of APN 25-160-44 as shown on the Record of Survey for B D B Enterprises, LLC, Document No. 430943 of the Douglas County Recorder's Office, said point bears S. 21°45'19" W., 2888.30 feet from the East corner of said Section 10;

thence N. 28°09'34" E., along the Westerly line of APN 25-160-44, 20.83 feet;

thence S. 45°38'30" E., 975.92 feet to a point on the Northerly line of Pinenut Road;

thence S. 44°21'30" W., along said Northerly line, 5.20 feet;

thence 15.29 feet continuing along said Northerly line and the arc of a curve to the right having a central angle of 25°10'08" and a radius of 34.80 feet, (chord bears S. 56°56'34" W., 15.16 feet), to a point on the Northerly right-of-way line of U.S. Highway 395;

thence N. 45°38'30" E., along said Northeasterly right-of-way line, 966.80 feet to the POINT OF BEGINNING

Containing 0.44 square feet more or less.

Block of Bearing

The North line of Pinenut Road as shown on said Record of Survey, (S. 89°41'00" W.).

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Cellar/Legals/bdb ent north parcel sewer csm/97-122-06/DM11:nb

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EXHIBIT "B"

B D B ENTERPRISES, LLC  
SOUTH PARCELS  
SEWER AND WATER LINE EASEMENT  
LEGAL DESCRIPTION

January 27, 1999

A strip of land 30 feet wide for non-exclusive public utility easement purposes located within the Southeast one-quarter of Section 10 and the Southwest one-quarter of Section 11, all in Township 12 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Southwesterly corner of APN 25-160-31 as shown in the Record of Survey for B D B Enterprises, LLC, Document No. 430943 of the Douglas County Recorder's Office, said point bears S. 03°05'32" E., 3980.24 feet from the Southeast corner of said Section 10;

thence along the Northeasterly right-of-way line of Highway 395, the following 5 courses:

1. N. 42°26'44" W., 85.16 feet;
2. N. 45°59'45" W., 100.00 feet;
3. N. 45°28'30" W., 100.00 feet;
4. N. 45°38'30" E., 238.17 feet to the Southwesterly corner of APN 25-160-28 as shown on said Record of Survey;
5. N. 02°04'19" W., 40.10 feet to a point on the Southwesterly line of Pinenut Road;  
thence along said Southwesterly line and the arc of a curve to the right having a central angle of 02°04'19" and a radius of 34.80 feet, (chord bears N. 04°36'21" W., 45.69 feet);  
thence S. 45°38'30" E., 102.41 feet, to a point on the Southerly line of said APN 25-160-28;

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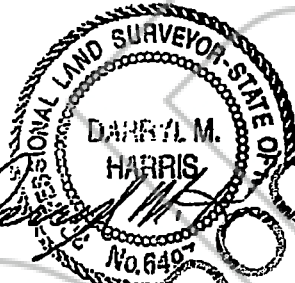
thence S. 45°38'30" E., 715.49 feet to a point on the Southerly line of said APN  
25-160-31;

thence N. 89°44'26" W., along said Southerly line of APN 25-160-31, 50.43 feet to the  
POINT OF BEGINNING.

Containing 24172 square feet more or less.

Basis of Bearing

The North line of Pinenut Road as shown on said Record of Survey, (S. 89°41'00" W.).



UNOFFICIAL DOCUMENT

REQUESTED BY  
RCT  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'99 FEB -4 P2:19

Page 2 of 2

0460318

LINDA SLATER  
RECORDER

BK0299P60912

\$11.00 PAID KZ DEPUTY



EXHIBIT A



EXHIBIT A

**DESCRIPTION  
ANNEXATION REQUEST TO M.G.S.D.  
Portion A.P.N. 1220-11-002-009**

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

All that parcel of land located within portions of the Southwest one-quarter (SW) of Section 11 and the Northwest one-quarter (NW) of Section 14, Township 12 North, Range 20 East, Mount Diablo Meridian, lying northeasterly of the northeasterly line of U.S. Highway 395 as shown on the Record of Survey for Washoe Tribe of Nevada and California filed for record June 7, 1973 in the office of Recorder, Douglas County, Nevada as Document No. 66702, more particularly described as follows:

**BEGINNING** at the northeasterly corner of said parcel of land;  
thence along said parcel of land, the following courses:

South 15°19'16" East, 1834.82 feet;  
South 79°18'00" East, 45.85 feet;

thence South 15°19'16" East, 159.27 to the prod of an existing fence to the southwest;

thence along said prod and the existing fence, South 86°56'09" West, 390.00 feet to a point on the westerly boundary of said parcel of land;

thence along said parcel of land, the following courses:

North 36°47'17" West, 58.06 feet;  
North 36°39'39" West, 1993.31 feet;  
North 36°38'37" West, 225.08 feet;  
North 36°39'39" West, 144.46 feet;  
North 28°35'55" East, 25.36 feet;  
South 89°29'53" East, 1251.04 feet to the POINT OF BEGINNING,  
containing 36.6 acres, more or less.

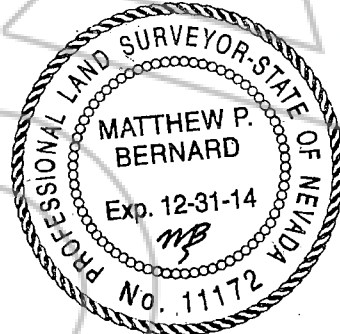
**EXCEPTING** therefrom any portion of said parcel of land lying within the right-of-way of U.S. Highway 395.

This description was taken from record information and does not represent a boundary survey.

The Basis of Bearing of this description is identical with the Record of Survey for

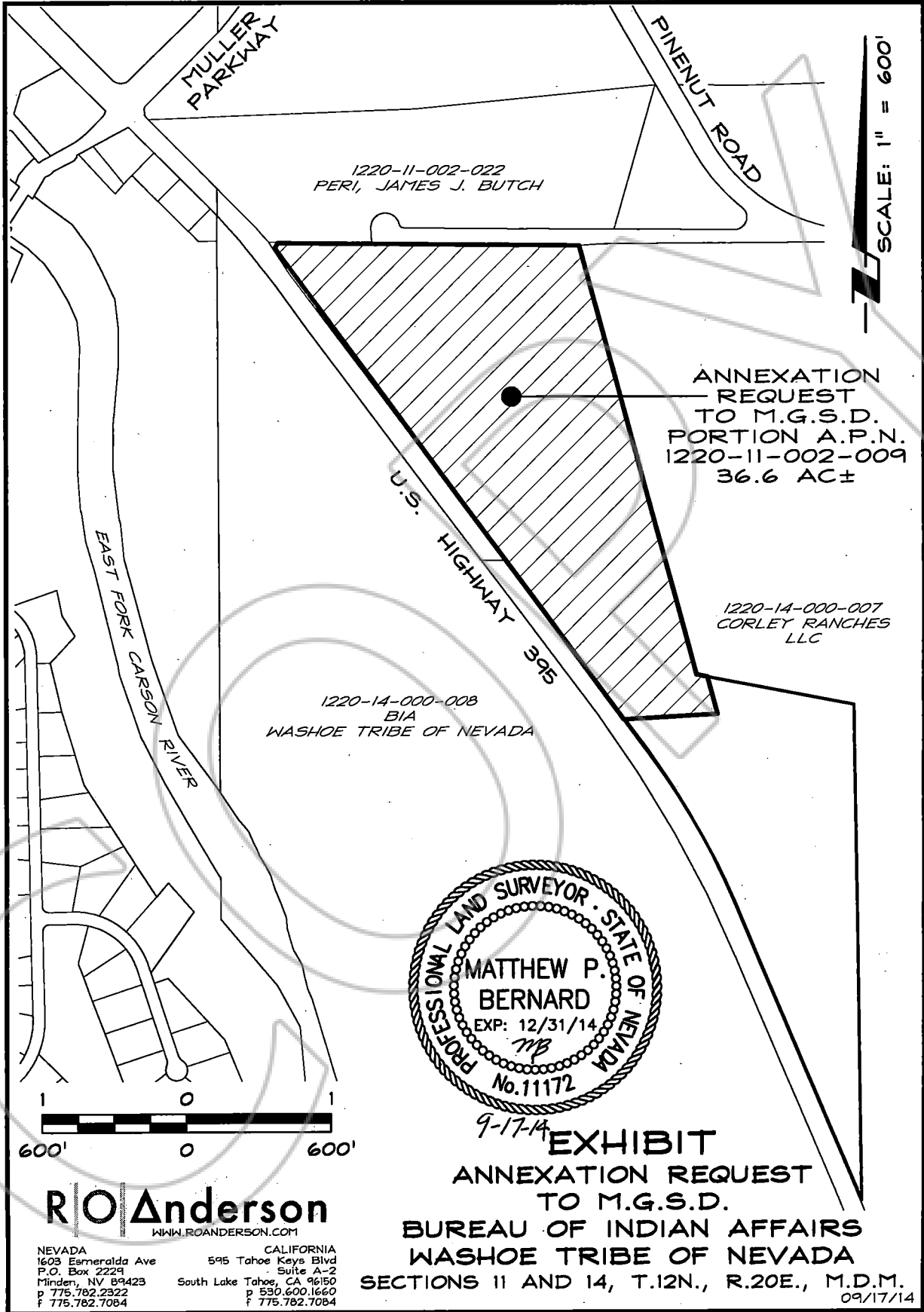
Washoe Tribe of Nevada and California filed for record June 7, 1973 in the office of Recorder, Douglas County, Nevada as Document No. 66702.

Prepared By: R.O. ANDERSON ENGINEERING, INC.  
P.O. Box 2229  
Minden, Nevada 89423



9-17-14

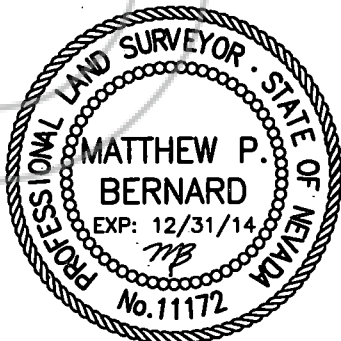
Y:\Client Files\0917\0917-006\CAD\Survey\Exhibits\0917-006 ANNEX-MGSD.dwg 9/17/2014 10:07:38 AM Linda M. Biaggi



ANNEXATION  
REQUEST  
TO M.G.S.D.  
PORTION A.P.N.  
1220-11-002-009  
36.6 AC±

1220-14-000-008  
BIA  
WASHOE TRIBE OF NEVADA

1220-14-000-007  
CORLEY RANCHES  
LLC



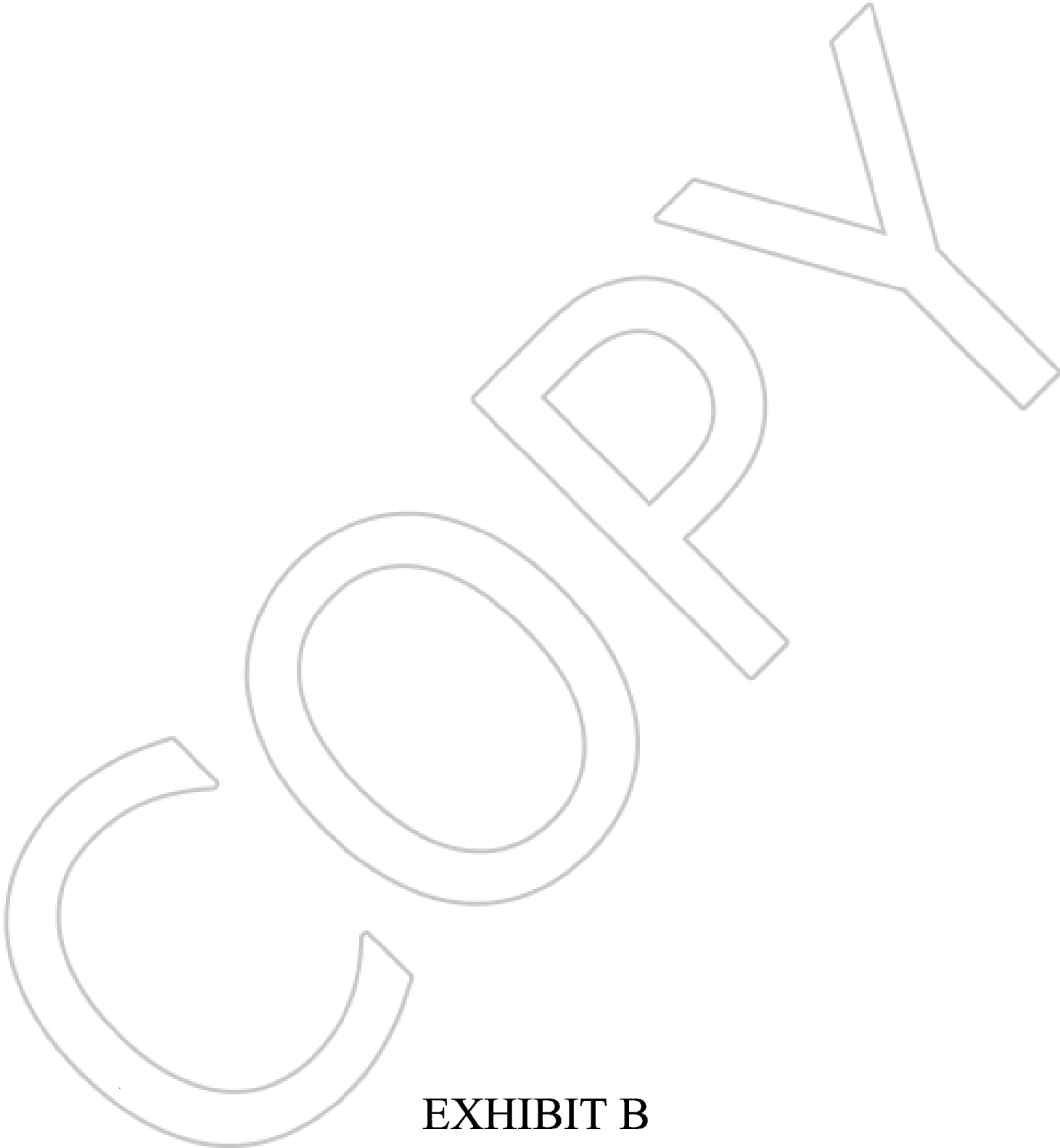
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**EXHIBIT**  
**ANNEXATION REQUEST**  
**TO M.G.S.D.**  
**BUREAU OF INDIAN AFFAIRS**  
**WASHOE TRIBE OF NEVADA**  
**SECTIONS 11 AND 14, T.12N., R.20E., M.D.M.**  
09/17/14

**R/O Anderson**  
WWW.ROANDERSON.COM

NEVADA	CALIFORNIA
1603 Esmeralda Ave	595 Tahoe Keys Blvd
P.O. Box 2229	Suite A-2
Minden, NV 89423	South Lake Tahoe, CA 96150
p 775.782.2322	p 530.600.1660
f 775.782.7084	f 775.782.7084

**EXHIBIT B**



**EXHIBIT B**

\_\_\_\_\_, 201\_\_

BANK LETTERHEAD

Irrevocable Letter of Credit Number: XXXXX  
Date of Insurance: XX/XX/XXX  
Expiration Date: XX/XX/XXXX

Beneficiary:  
Minden Gardnerville Sanitation District  
1790 Highway 395  
Minden, Nevada 89423

Applicant:  
Washoe Tribe of Nevada and California  
Address  
City/State/Zip

Attention:

At the request of Washoe Tribe of Nevada and California, and for the account of Washoe Tribe of Nevada and California, we hereby issue our irrevocable Letter of Credit number XXXXX available by the beneficiary's draft (s) at sight drawn on BANK NAME.

This Letter of Credit is for an AGGREGATED amount not to exceed a total of United States Dollar AMOUNT OF LETTER (\$XX,XXX.XX) and subject to the following:

This Letter of Credit is automatically renewable without amendment for additional one year periods from the present expiry date or on future expiration date, unless 30/60/90 days prior to such expiration date we shall notify you in writing by registered or courier mail that we elect not to renew this Letter of Credit. This Letter of Credit is payable against presentation of a sight draft and the original or certified copy of this Letter of Credit.

Availability: By payment at our counters via courier at our office located at:  
BANK NAME AND ADDRESS

Sight drafts drawn under this Letter must contain the clause:

**"Drawn Under BANK NAME Letter of Credit No. XXXXX Dated XX/XX/XXXX."**

We hereby agree with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored on presentation to the drawees on or before EXPIRATION

DATE unless automatically extended as above stated at the office together with this Letter of Credit on or before that date.

This Letter of Credit is subject to the uniform customs and practices for documentary credit (DATE OF REVISION), International Chamber of Commerce Publication No. MOST CURRENT.

BANK NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

COPY