



KAREN ELLISON, RECORDER

APN 1320-29-201-007
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 13th day of July, 2019, between DOUGLAS V. RITCHIE and MARLEEN S. RITCHIE (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:

Being a portion of the Northwest ¼ of Section 29, Township 13 North, Range 20 East, MDB&M, described as follows:

COMMENCING at South ¼ corner of Section 30, Township 13 North, Range 20 East, MDB&M; thence North 44°45'27" East, 3,764.09 feet to the Southwest corner of the property as conveyed to C.J. BLEDSOE, et als, recorded May 7, 1965, in Book 31 of Official Records, at Page 246; thence along the southerly line of said property North 89°54'12" East a distance of 687.31 feet to the southerly corner of the H.H. GODECKE property; thence South 89°29'26" East along the southerly line of the Godecke property 324.29 feet to the Southeast corner thereof; thence along the southerly line of the aforementioned Bledsoe property; distance of 464.99 feet to the true point of beginning of the parcel of land herein described; thence from said true point of beginning and along the southerly Bledsoe property line; South 89°00'49" East, a distance of 285.00 feet; thence North 00°59'11" East a distance of 181.09 feet; thence North 89°00'49" West a distance of 285.00 feet; thence South 00°59'11" West a distance of 181.09 feet to the true point of beginning.

Parcel No. 1320-29-201-007

Containing 1.18 acres, more or less.

Pursuant to NRS 111.312, this Legal Description was prepared by:

The above metes and bounds description appeared previously in that certain Deed recorded in the office of the County Recorder of Douglas County, Nevada on June 20, 2007, as Document No. 703429 of Official Records.

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 SEVEN HUNDRED EIGHT DOLLARS AND NO/100 (\$708.00) represents payment for the applicable acreage fee of SIX HUNDRED DOLLARS AND NO/100 (\$600.00) per acre for 1.18 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. OWNER has previously purchased one unit of capacity. 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 has previously been paid by OWNER.

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 (30th) 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 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.

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

DISTRICT

OWNER

By: Barbara S. Smallwood

Barbara S. Smallwood,
Chairman, Board of Trustees
Minden-Gardnerville
Sanitation District

Douglas V. Ritchie

Douglas V. Ritchie

Marleen S. Ritchie

Marleen S. Ritchie

STATE OF NEVADA)
)ss:
COUNTY OF DOUGLAS)

On this 3rd day of September, 2019, personally appeared before me, a Notary Public, BARBARA S. SMALLWOOD, 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 3rd day of September, 2019.



April L. Burchett
Notary Public

STATE OF NEVADA)
)ss:
COUNTY OF DOUGLAS)

On this 13 day of July, 2019, personally appeared before me, a Notary Public, DOUGLAS V. & MARLEEN S. RITCHIE, 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 13 day of July, 2019.



Geri Carlson
Notary Public