

BILL NO. 805

ORDINANCE NO. 786

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF A PARCEL OF REAL PROPERTY CONSISTING OF 10,521 SQUARE FEET OF LAND, MORE OR LESS, LOCATED AT 690 EAST FRONT STREET, FALLON, NEVADA, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF FALLON, NEVADA.

WHEREAS, NRS 268.670 provides authority for the City Council, subject to the provisions of NRS 268.663, and after notifying the Board of County Commissioners of its intention, to annex contiguous territory if 100 percent of the owners of record of individual parcels of land sign a petition requesting the City Council to annex such area to the City; and

WHEREAS, SCOTT AND SUE PAYNE, the respective owners of record of 690 East Front Street, Fallon, Nevada, a parcel of land consisting of 10,521 square feet, more or less (the "Parcel") have presented signed Petitions requesting the City Council to annex the Parcel to the City; and

WHEREAS, SCOTT AND SUE PAYNE have caused an accurate map of said Parcel to be made under the supervision of a licensed surveyor and has filed a copy of said map with the City of Fallon, and

WHEREAS, the City of Fallon has provided notice to the Board of Churchill County Commissioners of its intention to annex such parcel; and

WHEREAS, the Parcel are contiguous to the existing corporate limits of the City of Fallon as the Parcel is conterminous with the boundary of the City of Fallon; and

WHEREAS, SCOTT AND SUE PAYNE have requested that, upon annexation, zoning of the annexed parcels be set as R2 Limited Multiple Residence District as set forth in the Fallon Municipal Code; and

WHEREAS, SCOTT AND SUE PAYNE have entered into an Annexation Agreement with the City of Fallon; and

WHEREAS, the proposed annexation and the terms and conditions of the Annexation Agreements are in the best interests of the citizens of the City of Fallon.

NOW, THEREFORE, the City Council of the City of Fallon do ordain as follows:

SECTION I

All that certain lot, piece or parcel of land situate in the County of Churchill, State of Nevada, described as follows:

Beginning at a point 20 feet South and 124.5 feet West of the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 19 North, Range 29 East, M.D.B.&M., formerly known as the Southeast corner of the City Limits of Fallon; thence South 128 feet to the Point of Beginning; thence North 128 feet; thence West 80 feet; thence South 126.4 feet, more or less, to the Southeast corner of E.E. Bauer property as recorded in Book 2 page 252 of Official Records; thence South 88°33'30" East to the Point of the Beginning;

Said Annexation Parcel contains 10,521 square feet of land, more or less, more or less

is hereby annexed to the City of Fallon, and the said territory hereinbefore described shall be deemed and held to be a part of said City of Fallon and the inhabitants thereof shall hereafter enjoy the privileges and benefits of such annexation and be subject to the ordinances and regulations of the City of Fallon.

SECTION II

That zoning for the annexed parcel is hereby set as R2 Limited Multiple Residence District set forth in the Fallon Municipal Code.

SECTION III

This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PROPOSED by COUNCIL MEMBER _____.

PASSED AND ADOPTED this ____ day of _____, 2025, by the City Council of the City of Fallon, Nevada.

Those voting aye: _____

Those voting nay: _____

Those abstaining: _____

APPROVED:

ATTEST:

Ken Tedford
Mayor, City of Fallon

Michael O'Neill
Clerk/Treasurer, City of Fallon

DRAFT

I hereby affirm that this document submitted for recording does not contain a social security number.

Signed: _____
Derek Zimney, City Engineer

DRAFT

Assessor's Parcel #s: 007-791-18

RECORDING REQUESTED BY AND RETURN TO:
City of Fallon
55 West Williams Avenue
Fallon, Nevada 89406

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this _____ day of _____, 2025, by and between the CITY OF FALLON, a Municipal Corporation of the State of Nevada ("the City"), and Scott Payne and Sue Payne, a married couple of Churchill County, Nevada ("the Owners").

WITNESSETH

WHEREAS, the Owners are desirous of annexing a certain parcel of land ("the Property") into the City of Fallon, located at 690 East Front Street, Fallon, Nevada, and more particularly described as:

All that certain lot, piece or parcel of land situate in the County of Churchill, State of Nevada, described as follows:

Beginning at a point 20 feet South and 124.5 feet West of the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 19 North, Range 29 East, M.D.B.&M., formerly known as the Southeast corner of the City Limits of Fallon; thence South 128 feet to the Point of Beginning; thence North 128 feet; thence West 80 feet; thence South 126.4 feet, more or less, to the Southeast corner of E.E. Bauer property as recorded in Book 2 page 252 of Official Records; thence South 88°33'30" East to the Point of the Beginning.

Said Annexation Parcel contains 10,521 square feet of land, more or less.

WHEREAS, the City operates water, sewer and electric utility systems and the Property is contiguous to the existing boundaries of the corporate limits of the City, and otherwise a proper subject of annexation in accordance with the provisions of Nevada law; and

WHEREAS, the City has adequate utility system capacity to connect the Owner's property to the City's water, sewer and electric utility systems subject to certain extensions of

water, sewer and electric lines; and

WHEREAS, the Fallon Municipal Code of Fallon, Nevada, 1977, as amended ("FMC") provides for certain improvements to be made by an applicant upon annexation of properties into the City, including, but not limited to, improvements relating to water lines, sewer lines, electric lines, streets, street lights, curbs, gutters, sidewalks and storm drains; and

WHEREAS, the FMC provides that upon annexation of properties into the City, all buildings and facilities constructed therefore must be served with City utilities including, but not limited to, water (including water treatment), sewer, electric, garbage collection and landfill services; and

WHEREAS, the Owner hereby requests that upon annexation the zoning of the Property be set as R2 Limited Multiple Residence District as set forth in the Fallon Municipal Code.

NOW, THEREFORE, in consideration of the premises, including the herein stated financial obligations and covenants of the Owner, together with the mutual promises of the parties hereinafter stated, it is understood and agreed as follows, to wit:

1. The City will initiate and accomplish the procedures required by law for the annexation of the Property, in accordance with the provisions of NRS 268.636 et. seq.
2. The Owners agree to connect, at their expense, all buildings requiring water, sewer and electric service to City utilities, including payment of the utility connection fees in effect at the time of development of the Property within twelve (12) months of annexation.
3. The Owner agrees to pay any and all costs to connect the Property to electric service including, but not limited to, any costs incurred by the City to effectuate the transfer of electrical service from Nevada Energy to the City's electrical system.
4. The Owner agrees to provide all necessary easements on the Property for such utility connections.
5. The Owner shall pay to the City a fee of Three Thousand Dollars (\$3,000.00) at the time of annexation, said fee being the initial fee for one unit of water rights in lieu of the dedication of underground water rights. The Owner or their successors in interest shall also pay such additional water right dedication fees as are required for future development of the Property that requires more than one unit of water rights or subsequent divisions or development of the Property as applicable.
6. The Owner agrees to install the improvements required by FMC, including but not limited to street, curb, gutter, and sidewalk improvements along the Property's Front Street frontage, without expense to the City, at such time as the City determines it necessary that such improvements be installed. These improvements shall be installed within six (6) months of the City's notice and directive to the Owner to construct such improvements; provided,

however, that in the event the Owner fails to install such improvements within six (6) months of said notice, the City shall have the option but not the obligation to construct such improvements or to have such improvements constructed and the Owner shall be obligated to reimburse the City for such construction costs within thirty (30) days of notice by the City.

7. The Owner shall install the improvements and connections required by this Annexation Agreement and the FMC in accordance with City of Fallon specifications at no cost to the City.

8. The Owner agrees that the zoning for the Property shall be set by the Fallon City Council and subject to the provisions of the FMC.

9. The Owner acknowledges and agrees that each of the aforesaid conditions imposed on Owner, whether of a financial or a performance nature, are conditions precedent to acceptance of the Property for annexation and to receipt of the above-described City municipal utility services.

10. In the event that Owner fails to fulfill the obligations and covenants as herein provided, the City shall have the right to take any action provided under law or equity to enforce the terms of this Annexation Agreement, including, but not limited to, completing and performing any of such obligations and/or de-annexing the Property and charging Owner the costs therefore with the right to levy a lien on the Property as may be proper to collect any such expenditures incurred by the City.

11. The validity, construction and enforceability of this Annexation Agreement shall be governed in all respects by the laws of the State of Nevada applicable to agreements negotiated, executed and performed in Nevada by Nevada residents, whether one or more of the parties shall now be, or hereafter become, a resident of another state. In any action to enforce the terms of this Annexation Agreement, venue shall be exclusively in the Tenth Judicial District Court in and for Churchill County, Nevada.

12. The persons executing this Annexation Agreement below on behalf of the parties hereby represent and warrant that they have all requisite and necessary power and authority to execute and bind the parties, respectively.

THIS AGREEMENT shall be recorded in the Official Records of Churchill County, Nevada and shall constitute a covenant running with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first written above.

OWNER

CITY OF FALLON

By: _____

By: _____

Scott Payne

Ken Tedford, Mayor

By: _____
Sue Payne

Attest: _____
Michael O'Neill, City Clerk/Treasurer

STATE OF NEVADA)
 : ss.
County of Churchill)

On this _____ day of _____, 2025, personally appeared before me, a Notary Public, in and for the county and state aforesaid, Scott Payne, known to me or who proved to me to be the person described herein and who executed the above and foregoing instrument; and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

Notary Public

STATE OF NEVADA)
 : ss.
County of Churchill)

On this _____ day of _____, 2025, personally appeared before me, a Notary Public, in and for the county and state aforesaid, Sue Payne, known to me or who proved to me to be the person described herein and who executed the above and foregoing instrument; and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

Notary Public