

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

Signed: _____
Derek Zimney, City Engineer

Assessor's Parcel #: 007-771-13

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 _____, 2023, by and between the CITY OF FALLON, a Municipal Corporation of the State of Nevada ("the City"), and Big Horn Property Owner, LLC, a limited liability company organized under the laws of the State of Nevada, and located in Maricopa County, Arizona ("the Owners").

WITNESSETH

WHEREAS, the Owners are desirous of annexing a certain parcel of land ("the Property") into the City of Fallon, located at 1700 Harrigan Road, Fallon, Nevada, and more particularly described as follows:

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

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

Commencing at the intersection of the center lines of the Truckee-Carson Irrigation District "L" Line Canal and the Lincoln Highway (now known as Harrigan Road); the said intersection conforming to the Southeast Corner of Section 31, Township 19 North, Range 29 East, MDB&M; thence North a distance of 75 feet on the center line of said highway; thence West a distance of 50 feet on the North boundary line of said "L" Line Canal to the point of beginning and the Southeast corner of the parcel; thence Northerly along the West boundary line of said highway a distance of 412 feet to the Northeast corner of the parcel; thence Westerly deflecting to the left 96°17' a distance of 346.2 feet to the Northwest corner of the parcel; thence Southerly along the East line of the Heath parcel a distance of 378 feet more or less to the North boundary line of said canal and the Southwest corner of the parcel; thence

Easterly along said canal a distance of 318 feet to the true point of beginning.

Note: The above Metes and Bounds description appeared previously in that certain document recorded July 5, 2022, under Document No. 497237.

Said Annexation Parcel contains 2.7 acres 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 R-C Transition Use Residential 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 Owner agrees to connect, at its expense, all future improvements and 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 unless otherwise agreed to by the City in writing.
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 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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: _____

XX, Managing Member
Big Horn Property Owner, LLC

By: _____

Ken Tedford, Mayor

Attest: _____

Sean Richardson, City Clerk/Treasurer

STATE OF _____)

: ss.

County of _____)

On this _____ day of _____, 2023, personally appeared before me, a Notary Public, in and for the county and state aforesaid, _____, 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