

NF
EFFPD

FILED
NO. 98-216

APPROVED 11/5/98

98 NOV -9 P1:48

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered between Douglas County, a political subdivision of the State of Nevada, and the East Fork Fire and Paramedic District (District), a political subdivision of the State of Nevada, organized and existing pursuant to the provisions of Chapter 474 of the Nevada Revised Statutes.

BARBARA REED
CLERK
BY [Signature] DEPUTY

RECITALS

1. Douglas County is the owner of certain real property and improvements situated in Douglas County, Nevada, (APN 29-530-01), which is used as a well site for the Fairgrounds water system.
2. The District is the owner of an adjacent parcel of real property and improvements situated in Douglas County, Nevada (APN 29-530-02), which is occupied by the Ruhenstroth Volunteer Fire Department.
3. The Ruhenstroth Volunteer Fire Department has plans to expand and improve its facilities, and desires to acquire a portion of the County's adjacent property for that purpose. The proposed acquisition and improvements do not interfere with the County's current or future uses of its parcel.
4. The parties are public agencies, within the meaning of Chapter 277 of the Nevada Revised Statutes, and have the authority to enter this agreement for the transfer of the property without consideration, as hereinafter set forth.

AGREEMENT

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

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5. Douglas County agrees to transfer to the District all of its right, title and interest in and to a rectangular strip of property on the Eastern portion of its parcel, One Hundred Fifty feet, North and South, by Fifty feet, East and West, in the amount of Seven Thousand Five Hundred square feet in area, as shown on the copies of the map for the proposed Record of Survey Supporting a Boundary Line Adjustment, on file for inspection by the public in the offices of the East Fork Fire and Paramedic Districts, the Douglas County Community Development Department and the Douglas County Clerk, and will sign and deliver all instruments necessary to effectuate the transfer.

6. The District will pay legal and engineering fees and costs associated with the transfer, and sign and deliver all instruments necessary to effectuate the transfer.

7. The parties hereto agree to cooperate with and coordinate their activities to facilitate their respective duties herein. The parties agree that each shall perform its obligations under the Agreement so as not to interfere with the others' operations and schedule.

8. The effective date of this Agreement is the date of the second signature hereto.

9. This Agreement embodies the entire understanding between the parties. There are no terms, covenants or conditions, express or implied, other than those set forth herein. This Agreement supersedes all earlier negotiations, understandings and agreements between the parties and represents the sole intentions of the parties.

10. This Agreement may only be amended by an agreement between the parties, in writing, and executed with the same formality as this Agreement.

11. This Agreements shall be governed by, and interpreted according to the laws of the State of Nevada. If any part of his Agreement is declared to be unlawful, the remaining sections shall remain in effect.

THIS AGREEMENT approved and accepted by the Board of Douglas County Commissioners acting through its duly authorized chairman, the 5TH day of NOVEMBER, 1998.

DOUGLAS COUNTY, NEVADA

Jacques Etchegoyhen
BY JACQUES ETCHEGOYHEN,
Chairman

ATTEST:
Barbara Reed, County Clerk
Barbara Reed

BY: Lopez, DEPUTY

THIS AGREEMENT approved and accepted by the Board of Fire Commissioners of the East Fork Fire and Paramedic Districts acting through its duly authorized chairman, the 5TH day of NOVEMBER, 1998.

EAST FORK FIRE AND PARAMEDIC DISTRICTS

Jacques Etchegoyhen
BY JACQUES ETCHEGOYHEN,
Chairman

ADJUSTED
29:530:01
DOUGLAS COUNTY
OLD .517± ACRES
NEW .34± ACRES
14,996 SQ FT.

N 00°13'00" W
100.00'

N 88°25'15" E 100.00'

N 29:442:06
.A. EPPARD

N 00°13'00" W
150.00'

ADJUSTED APN 29:530:01
DOUGLAS COUNTY
OLD .517± ACRES
NEW .34± ACRES
14,996 SQ FT.

N 00°13'00" W

LINE BEING ADJUSTED

150.00'

150.00'

NO 5/8" BAR.
NO REF.

100.00'

N 88°25'15" E

310.00'

13 18
24 19

T12N R20E
T12N R21E

P I N T O C I R C L E

OWNERS' CERTIFICATE

WE THE UNDERSIGNED OWNERS OF THE ABUTTING PARCELS AS SHOWN ON THIS MAP DO HEREBY STATE:

- 1) WE HAVE EXAMINED THIS PLAT AND APPROVE AND AUTHORIZE ITS RECORDING;
- 2) WE AGREE TO EXECUTE THE REQUIRED DOCUMENTS CREATING ANY EASEMENT WHICH IS SHOWN HEREON;
- 3) WE AGREE TO EXECUTE THE REQUIRED DOCUMENTS ABANDONING ANY EXISTING EASEMENT PURSUANT TO THE PROVISIONS OF NRS 278.010 TO 278.630 INCLUSIVE AND SECTIONS 2 AND 3 OF CHAPTER 479 OF THE SIXTY-SIXTH LEGISLATIVE SESSION.
- 4) ALL PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID

STATE OF NEVADA
 COUNTY OF DOUGLAS S
 ON THIS 15th DAY OF MAY, IN
EVAN L. NELSON, NOTARY
STEVE EARLE

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WHEREAS, Douglas County owns certain real property situated on Pinto Circle in the Ruhestroth area, Douglas County, Nevada, (APN 29-530-01), which is used as a well site for the Fairgrounds Water System; and

WHEREAS, the East Fork Fire and Paramedic Districts owns adjacent property used and occupied by the Ruhestroth Volunteer Fire Department, and has plans to expand and and improve its facilities; and

WHEREAS, Douglas County and the East Fork Fire and Paramedic Districts have entered an interlocal agreement for a transfer of a portion the County's parcel to the Districts; and

WHEREAS, the proposed transfer would fulfill valid public purposes for fire protection and public safety and does not interfere with the County's operation of the well site; and

WHEREAS, copies of the map for the proposed Record of Survey Supporting a Boundary Line Adjustment are on file for inspection by the public in the offices of the East Fork Fire and Paramedic Districts, the Douglas County Community Development Department and the Douglas County Clerk;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners finds and declares that it is desirable to transfer a portion of its property, as shown on the proposed Record of Survey, consisting of a rectangular strip of property on the Eastern portion thereof, One Hundred Fifty feet, North and South, by Fifty feet, East and West, in the amount of Seven Thousand Five Hundred square feet in area, to the East Fork Fire and Paramedics Districts with out charge, pursuant to NRS 277.053; and

BE IT FURTHER RESOLVED that a public hearing on the proposed transfer shall be held on the first Thursday of December, 1998, upon such notice, and according to the procedures provided by NRS 277.050.

ADOPTED the 5TH day of November, 1998, by the following

vote:

VOTE:

Ayes:

Commissioners:

BERNARD CURTIS

KELLY KITE

STEVE WEISSINGER

DONALD MINER

JACQUES ETCHEGOYHEN

Nays: Commissioners: _____

Absent: Commissioners: _____

Jacques Etchegoyhen
JACQUES ETCHEGOYHEN, Chair

ATTEST:

Barbara Reed by Linda Condon,
BARBARA REED, Douglas *deputy*
County Clerk

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

'98 NOV 10 P2:29

LINDA SLATER
RECORDER

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CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: November 9, 1998
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carol Mulbach Deputy

SEAL

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