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CommDes
Yrda Tegra

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APPROVED 5/4/2000 COMMISSIONERS MEETING

BAREFIELD
CLEAR
BY *[Signature]*

**AGREEMENT TO CONNECT TO
COUNTY EAST VALLEY WATER SYSTEM**

This agreement is made this 4th day of May, 2000 between Douglas County (County), a political subdivision of the State of Nevada, the East Valley Water System and Russel A. Brown, (Owner), the owner of the property APN 21-153-16, whose address is 2826 Pamela Place, Minden, Nevada, 89423.

Recitals

Owner is a private landholder that owns a parcel of land that was developed through a serial parcel map with a final map condition that requires "*ALL PARCELS SHOWN HEREON MUST CONNECT TO A WATER SYSTEM WHEN A WATER SYSTEM IS WITHIN 660' OF ANY EXTERIOR BOUNDARY OF THIS MAP.*"

The parcel and the boundary of the parcel map are shown on the attached Exhibit A. The boundary of the parcel map creating the parcel is now within 660' of the East Valley Water System.

The Owner is now requesting a building permit for the parcel and are aware of their existing obligation to connect to the water system.

The County desires that the Owner connect to the East Valley Water System but understands that the main will not be extended to the parcel before the residence is built. The County is interested in spreading the cost of extending the water mains equitably among the parcels that have the above map condition.

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Based on the consideration of the promises contained in this agreement, the parties agree to the following:

Article 1

County Responsibilities

1.1 County agrees to develop a water service plan for the area, hold hearings to advise other parcel owners, and to solicit input from affected property owners.

1.2 County agrees at a future date to construct and pay all costs of installing the water main and the service lateral to the meter box at the edge of subject parcel. The County agrees to be reimbursed for the parcel's pro-rata costs when the parcel is connected to the water system.

Article 2

Owner Responsibilities

2.1 Owner agrees to connect to the East Valley Water System and pay the water connection fee of \$2,312 for a single family dwelling unit and any other applicable fees, including meter set fee, within 180 days of the County constructing the water line to the parcel.

2.3 Owner agrees to pay their pro-rata share of the cost of the water system as required by the final map condition when the parcel is connected to the water system. The pro-rata share of the cost is \$7,000. If at time of connection to the water system the actual pro-rata cost, based on a comprehensive water system plan, paid by other parcels with the same water connection map requirement, is less than \$7000, the County agrees to use the actual pro-rata cost amount. The County and Owner may agree to a payment schedule for this cost.

2.4 Owner agrees to pay all costs for construction of extending the water service from the meter box to the dwelling.

2.5 Owner may use an individual well for up to 180 days after the water main and the lateral is constructed, then the parcel must be connected to the water system.

2.6 After connection to the water system, Owner must abandon the well in accordance with the State Engineer's requirements. If the Owner elects to retain the well for a purpose other than domestic service, documentation from the State Engineer allowing the use must be provided to the County.

2.7 The Owner will participate in any assessment district the County may use to finance the construction of water system lines to serve the property.

Article 3

General Provisions

3.1 This agreement will be recorded and is intended to run with the land and to provide notice to subsequent purchasers in any subsequent title report.

3.2 The term of this agreement commences on the date approved by the County and Owner, and ends on the same day full and final payment is made to County.

3.3 If the fees that are contained in this agreement for connection to the County's water system become delinquent, under Douglas County Code 20 D.070 B (2), the fees constitute a lien against the property until paid and may be foreclosed on as allowed by statute.

3.4 This agreement contains the entire agreement between parties relating to the subject matter and supersedes any and all agreements previously made by and between the parties pertaining to the same subject matter. No change, amendment, alteration or modification of this agreement will be effective unless documented in writing and executed by both parties.

3.5 Owner agrees to indemnify and hold harmless the County, their officials, employees, agents and authorized representatives from any and all claims and causes of action or liability arising from the performance of this agreement.

3.6 This agreement will bind and inure to the benefit of the respective successors and any assigns to the parties.

3.7 This agreement is made in and will be construed and governed by the laws of the State of Nevada.

Owner:

By: Russell A. Brown
Russel A. Brown

County:

By: Daniel C. Holler
Daniel C. Holler
County Manager

Approved as to content:

By: Joseph R. Nunes, P.E.
Joseph R. Nunes, P.E.
Community Development Director

Approved as to form:

By: Robert T. Morris
Robert T. Morris
Deputy District Attorney

COPY

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

2000 MAY 10 AM 11:16

LINDA SLATER
RECORDER

\$ 0 PAID RJ DEPUTY

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: May 9, 2000
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carol M. Mullock Deputy

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