

NF
Commd. De J
Lynda Tequila

FILED

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**AGREEMENT TO CONNECT TO
COUNTY SANITARY SEWER SYSTEM**

This agreement is made this 18th day of February, 2000 between
Douglas County (County), a political subdivision of the State of Nevada, the North Valley
Wastewater Treatment Plant and Phil Stoll (Owner), the owner of the property
APN 1319-09-702-008 (old 17-094-270), whose address is 195 Nixon, Genoa, Nevada,
89411.

Recitals

Owner is a private landholder that has expressed an interest in connecting to the
County's sanitary sewer system, and is requesting that the County construct a sewer lateral to
their property as part of the Regional Foothill Sewer Project. The County is interested in
obtaining additional sewer customers, and will construct a sewer lateral to each property line
when the owner has provided a signed agreement and financial payment to County on or before
April 28, 2000.

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 pay all engineering and construction costs associated with extending a single 6-inch sewer lateral to the property line of the parcel.
- 1.2 County will install a physical marker to identify end of stubbed sewer lateral.

1.3 County agrees, if the Owner chooses not to pay the full amount when due, to allow a three-year payment option of sewer connection fees with no interest accrued to property owner.

1.4 The County reserves the right to not award a contract for the sewer line and laterals. If a contract is not awarded, this agreement is terminated and all monies will be refunded to the owner.

Article 2

Owner Responsibilities

2.1 Owner agrees to pay a minimum connection fee of \$5,800, the residential connection fee for the North Valley Plant, and which is the equivalent to serve one single-family dwelling unit (1 EDU). Owner may purchase additional EDU's if they are necessary, but may only use these connections on subject property.

2.2 Owner agrees to purchase 1 EDU(s) with this agreement. Owner agrees to pay the full connection fee with submittal of this signed agreement to County, or agrees to pay \$500 deposit with submittal of this signed agreement to County and agrees to pay remainder in accordance with the following payment schedule:

	<u>Date</u>	<u>Amount</u>	
Payment 1	May 1, 2002	1/3 total less \$500	\$ <u>1,433.34</u>
Payment 2	May 1, 2003	1/3 total	\$ <u>1,933.33</u>
Payment 3	May 1, 2004	1/3 total	\$ <u>1,933.33</u>

2.3 Owner will obtain all necessary permits including obtaining a building permit for extending sewer lateral onto property and abandoning existing septic system.

2.4 Owner will pay for all engineering and construction costs associated with extending the sewer lateral onto the property and abandoning existing septic system.

2.5 Upon physical connection to the sewer system, owner agrees to maintain the entire sewer lateral, including that section between the sewer mainline and property line and pay the monthly sewer rate.

2.6 Owner is responsible for maintaining physical or written records as to the location of the stubbed sewer lateral, and is responsible for verifying lateral location at time of physical connection.

Article 3

General Provisions

3.1 Sewer connections to the North Valley Plant are not transferable, cannot be sold to other properties, and must be used on the property specified in this agreement, and to which a sewer lateral has been stubbed.

3.2 The term of this agreement commences on the date approved by the County and Owner, and ends with delinquency of any payment, or ends on 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 sewer 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:

County:

By: Phil Stoll

By: DRM

Phil Stoll
(Print name)

DRM
Daniel C. Holler
County Manager

Approved as to content:

By: DRM

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

Approved as to form:

By: N/A

Robert T. Morris
Deputy District Attorney

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: September 19 2001
B. NEED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

4 By Carol D. Fuller Deputy

SEAL

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COPY

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

2001 SEP 19 AM 11:13

LINDA SLATER
RECORDER

\$ 0 PAID Rd DEPUTY

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