

NF
Comm Des
Lynda Taglia

FILED

2002.304

NOV 25 10:19

**AGREEMENT TO CONNECT TO SEWER
AND
RIGHT-OF-ENTRY**

This agreement is made this 29 day of October, 2002, between Douglas County (County), a political subdivision of the State of Nevada, and Edward and Sheila Beliveau, Owners of property (Owners) described as Assessor's Parcel Number 1420-07-410-006, at 3437 Vista Grande Boulevard.

County Responsibilities

1. County agrees to pay all engineering and construction costs associated with extending a single sewer lateral from the sewer main to connect with the house on the parcel. The County will provide at least a one week notice to the Owners before construction starts. The County will also remove the contents from the landowners' existing septic tank and fill it with sand or soil. The County agrees that the Owners will not pay any connection fee but will pay the required monthly fee.
2. Douglas County and its contractor will attempt to minimize the damage to existing landscaping, and will restore damaged landscaping and other improvements to the best of its ability.

Owner Responsibilities

3. The Owners, Edward and Sheila Beliveau, grant permission to Douglas County, and its employees, authorized agents, and contractors, to enter onto the Owners' land, described as Assessor's Parcel Number 1420-07-410-06, at 3437 Vista Grande Boulevard, for the purposes of abandonment of the Owners' septic tank, and construction of a sewer lateral from Owners' home to the sewer main, and any necessary incidents, as shown on the attached exhibit A. This permission is granted for a period of one year from the date of this document or until the construction is completed if before the one year with the understanding that the County, after completion of the project, will leave the Owners' land in as neat and presentable condition as reasonably possible.
4. Owners agree that no connection fee will be charged for the sewer connection, which is the equivalent amount to serve one single-family dwelling unit. Owners may purchase additional connections if they are necessary, but may only use these connections on subject property. Once physically connected to the sewer system, owners agree to accept the responsibility to maintain the sewer lateral between the house and sewer main and pay the monthly sewer rate for the service.

General Provisions

5. This letter 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.

6. Owners agree to indemnify and hold harmless the County, its officials, employees, agents and authorized representatives from any and all claims and causes of action or liability arising from the performance of this agreement, the abandonment of the septic tank, or the construction of the new sewer lateral on the property.

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

Owners

By: Edward Beliveau
Edward Beliveau

By: Sheila Beliveau
Sheila Beliveau

County

By: Bob Nunes
Bob Nunes
Community Development Director

COOPER

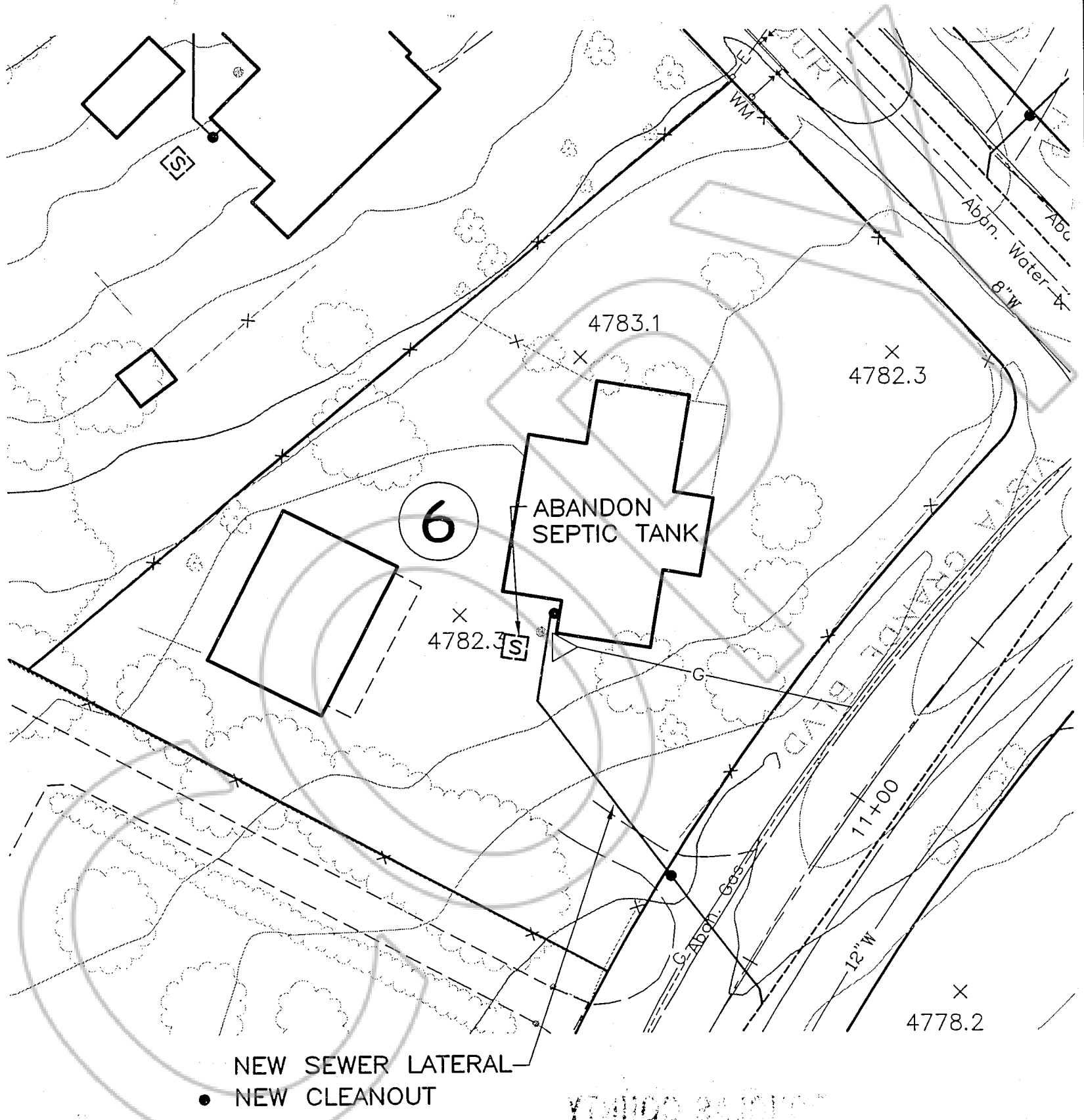
0559183

BK1102PG11990

EXHIBIT "A"



1" = 40'



EDWARD AND SHEILA BELIVEAU
3437 VISTA GRANDE BLVD
APN 1420-07-410-006

JAB

COPY

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

2002 NOV 27 AM 9: 16

LINDA SLATER
RECORDER

\$ 0 PAID KV DEPUTY

0559183

BK 1102 PG 11992

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 25 2002
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

SEAL