

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

2004 DEC 14 AM 8:03

WERNER CHRISTEN
RECORDER

\$ 0 PAID KJ DEPUTY

Assessor's Parcel Number: APN 1420-07-310-012

Date: DECEMBER 13, 2004

Recording Requested By:

Name: LYNDA TEGLIA/COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2004.296
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

0631737

BK1204PG05780

FILED

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

NO. 2004-296

2004 DEC 13 AM 8:56

This agreement is made this 5th day of December, 2004, between Douglas County (County), a political subdivision of the State of Nevada, and William P. and Joan N. Mally, Owner(s) of property described as Assessor's Parcel Number 1420-07-310-012, at 893 Mica.

County Responsibilities

1. County agrees to pay all engineering, permitting, connection fees, and construction costs associated with construction of a single sewer lateral from the sewer main to Owner's house. The County will provide at least a one-week notice to the Owner prior to construction. The County will pump the landowner's existing septic tank and fill it with sand, soil, or cement slurry. The septic tank will then be abandoned in place in accordance with the requirements of the State of Nevada.
2. The County's performance in this agreement is conditioned on the County receiving grant funding for the project by June 2006. If the County does not receive the grant, this agreement will terminate.
3. Douglas County and its contractor will attempt to minimize the damage to existing landscaping, and will make reasonable efforts to repair damaged landscaping and other improvements to their previous condition.
4. The County will provide sewer service on connection based on payment of the monthly service fee.

Owner Responsibilities

1. The Owner grants permission to Douglas County, and its employees, authorized agents, and contractors, to enter onto the Owner's land for the purposes of abandonment of the Owner's septic tank, and construction of a sewer lateral from the sewer main to the Owner's home, and any necessary appurtenances, as shown on the attached exhibit A. This permission is granted for a period of two years from the date of this document or until the construction is completed if less than two years.
2. Owner agrees that no connection fee will be charged for the single sewer connection, which is the equivalent amount to serve one single-family dwelling unit. Owner may purchase additional connections if they are necessary, but may only use these connections on subject property. Once physically connected to the sewer system, owner agrees to accept the responsibility to maintain the sewer lateral between the house and their property line and pay the monthly sewer rate for the service.

*Please send me a copy of the sketch (Exhibit A) along
of the agreement
W. Mally*

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RECEIVED
DEC 07 2004
DOUGLAS COUNTY
COMMUNITY DEVELOPMENT

General Provisions

1. 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.

2. Owner agrees 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.

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

Owner(s)

County

By: W.P. Mally

By: Carl Ruschmeyer
Carl Ruschmeyer, PE
County Engineer

By: Jane Mally

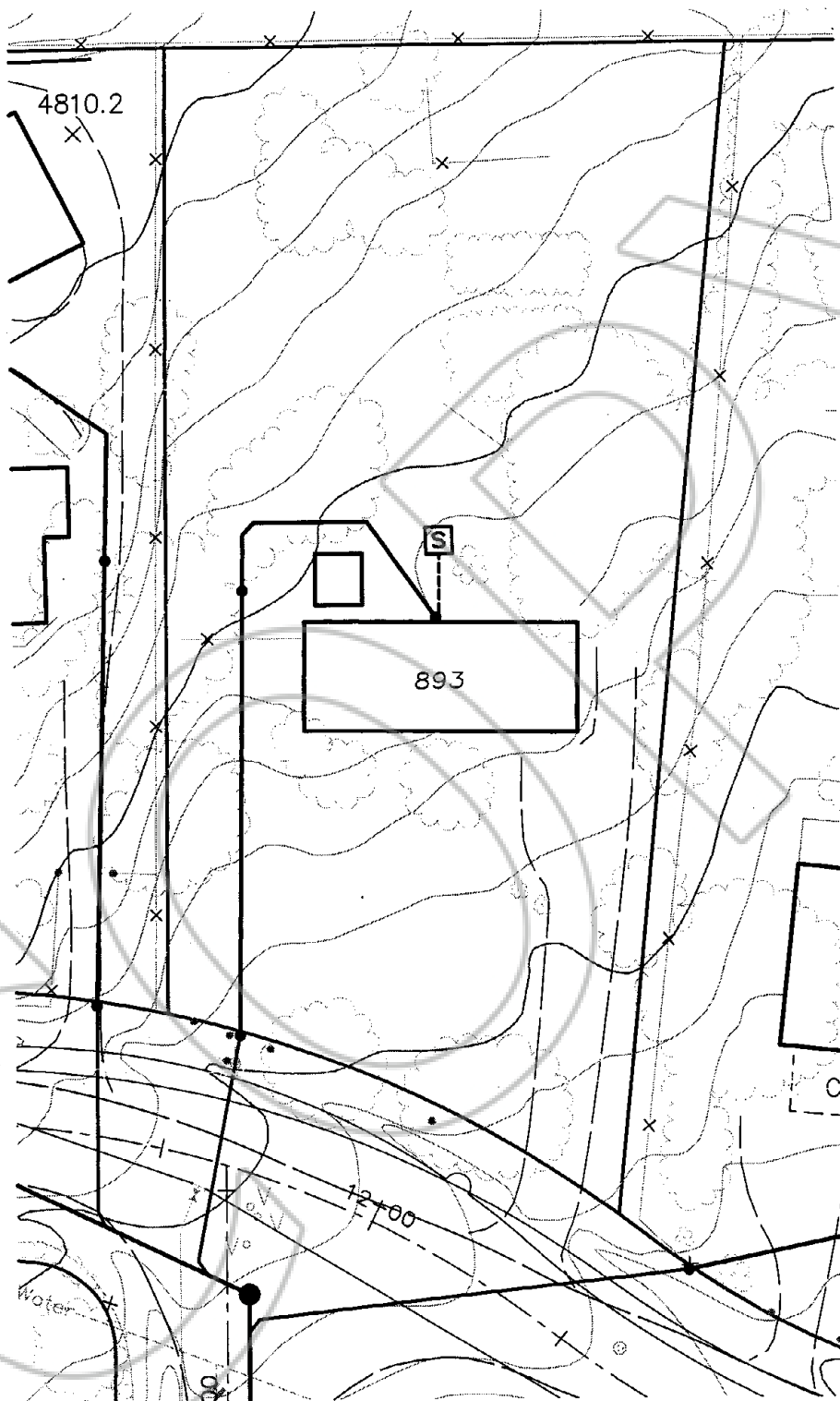
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EXHIBIT "A"



1" = 40'



WILLIAM & JOAN MALLY
893 MICA DR
APN 1420-07-310-012

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COPY

SEAL

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: December 13, 2004

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

By [Signature] Deputy

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