

OFFICIAL RECORD

Requested By:

D C/COMMUNITY DEVELOPMENT

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 4 Fee: 0.00

BK-0605 PG-10828 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: JUNE 22, 2005

Recording Requested By:

Name: LYNDA TEGLIA/COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2005.128
(Title of Document)

FILED

NO. 2005-128

2005 JUN 22 AM 10: 25

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

This agreement is made this 15th day of June, 2005 between Douglas County, ^{BARBARA REED} (County), a political subdivision of the State of Nevada, the North Valley Wastewater Treatment Facility and ROBERT SIMONETTI (Owner), the owner of the property, 1515 Downs Drive, APN Number 1420-34-710-004 assigned to 1515 Downs Drive (physical address).

Recitals

Owner is a private landholder that has expressed an interest in connecting to the County's sanitary sewer system. The County is interested in obtaining additional sewer customers and facilitating the connection of existing properties currently using individual septic systems to the County's sanitary sewer. The County agrees to distribute the costs of connection over a three-year payment plan to encourage connection with the sewer system. 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 assist the property owner or the owner's designated contractor in determining the location for extending a single 4-inch sewer lateral from the sewer system to the property.

1.2 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.

Article 2

Owner Responsibilities

2.1 Owner agrees to purchase EDU(s) with this agreement, which EDU is the equivalent to serve one single-family dwelling unit. Owner will pay for all sewer connection fees and the monthly sewer service charges that are necessary to serve a single-family dwelling unit. The residential connection fee is \$ based on the resolution establishing the fee for the North Valley Wastewater Treatment Facility. Owner may purchase additional connections if they are necessary, but may only use these connections on subject property.

2.2 Owner agrees to pay the full connection fee or agrees to pay a Five Hundred Dollar (\$500) deposit with this signed letter to the County and agrees to pay remainder on one year intervals in accordance with the following payment schedule:

<u>Date</u>	<u>Amount</u>
Payment 1 <u>1920⁰⁰</u>	1/3 total less \$500 <u>0</u>
Payment 2 <u>1920⁰⁰</u>	1/3 total <u>1920⁰⁰</u>
Payment 3 <u>1920⁰⁰</u>	1/3 total <u>1920⁰⁰</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.



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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 Owner agrees to maintain the entire sewer lateral once it is physically connected to the sewer system, 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.070B(2), the fees constitute a lien against the property until paid and may be foreclosed on as allowed by statute.

3.4 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.

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: Robert L. Simonetti

ROBERT L. SIMONETTI
Print Name

County:

By: Carl Ruschmeyer

Carl Ruschmeyer
County Engineer

Distribution: Copy to Customer; Copy to Treasurer's Office, Copy to EOD, Original to Lynda Teglia

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: June 22 2005
B. [Signature] Clerk of the 7th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By [Signature] Deputy



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