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DOC # 0673411  
04/25/2006 11:38 AM Deputy: KLJ  
**OFFICIAL RECORD**  
Requested By:  
D C/COMMUNITY DEVELOPMENT

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 7 Fee: 0.00  
BK-0406 PG- 8404 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: APRIL 25, 2006

Recording Requested By:

✓ Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

CONTRACT #2006.066

(Title of Document)

**INTERLOCAL CONTRACT**

BARBARA REED  
CLERK



This Agreement is made by and between Douglas County (County), a political subdivision of the State of Nevada and owner of the North Valley Waste Water Treatment Plant (North Valley Plant), and the Indian Hills General Improvement District (IHGID), a local public improvement district in Douglas County.

**RECITALS**

A. IHGID and the County are public agencies under NRS 277.100. NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies are authorized by law to perform.

B. NRS 277.180(2) provides that the authorized purposes for contracts made pursuant to NRS 277.180 include the joint use of personnel, equipment and facilities, including sewer systems, for the promotion of the health, comfort, safety, life, welfare and property of the inhabitants of the counties and the general improvement district, which are parties to the contract.

C. The County owns and operates the North Valley Plant and sewer lines to provide sewer service in Douglas County, Nevada, and is interested in obtaining additional sewer customers.

D. Syncon Homes is the owner of property that includes 26 lots in Sunridge Heights III, unit 7 (Property) that is in the IHGID water and sewer service area and described in Exhibit A. Sewer service by IHGID will require lift station. Syncon Homes has requested of the County and IHGID that it be allowed to connect to County facilities for sewer service of avoid the cost



and maintenance of a lift station.

E. The board of trustees of IHGID has approved Syncon Home's request that the County provide sewer service for the Property, conditioned on the approval of an interlocal contract between the County and IHGID.

The parties enter into this interlocal contract to set out the respective agreements of the County to serve, and IHGID to allow the County to serve, sewer for the Property

### AGREEMENT

In consideration of the mutual covenants contained in this agreement, the parties agree as follows:

**The County agrees:**

1. To connect on request the 26 lots in the Property to the North Valley Plant and provide sewer service in perpetuity based on the payment of all connection and monthly service fees.

**IHGID agrees:**

2. IHGID agrees to allow the Property that is within its sewer service area to be served by the County but agrees to provide water service to the 26 lots in the Property.

**It is mutually agreed:**

3.1 This agreement will be effective on the 6 day of April, 2006 upon the approval of the IHGID board of trustees and the Douglas County board of county commissioners.

3.2 That the 26 lots of the Property will be provided sewer service by the County only and not by IHGID, and that water service will be provided by IHGID in accordance with its policies and practices.

3.3 The 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.

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

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

3.6 Each respective party agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, NRS ch. 41, from and against any liability arising out of the performance of the agreement proximately caused by any act or omission of its own officers, agents, and employees.

3.7 This agreement will bind and inure to the benefit of the respective successors and any assigns to the parties. This agreement will be recorded to provide notice to all future grantees and owners of the 26 lots of the Property.

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

3.9 The illegality or invalidity of any provision or portion of this agreement will not affect the validity of the remainder of the agreement.

**Douglas County**

By: *James L. Baushke*  
JAMES L. BAUSHKE, CHAIRMAN  
DOUGLAS COUNTY COMMISSIONERS

**Indian Hills GID**

By: *[Signature]*  
Chairman, Board of Trustees

Approved as to content:

By: *[Signature]*  
Mitch Dion.  
Director Community Development

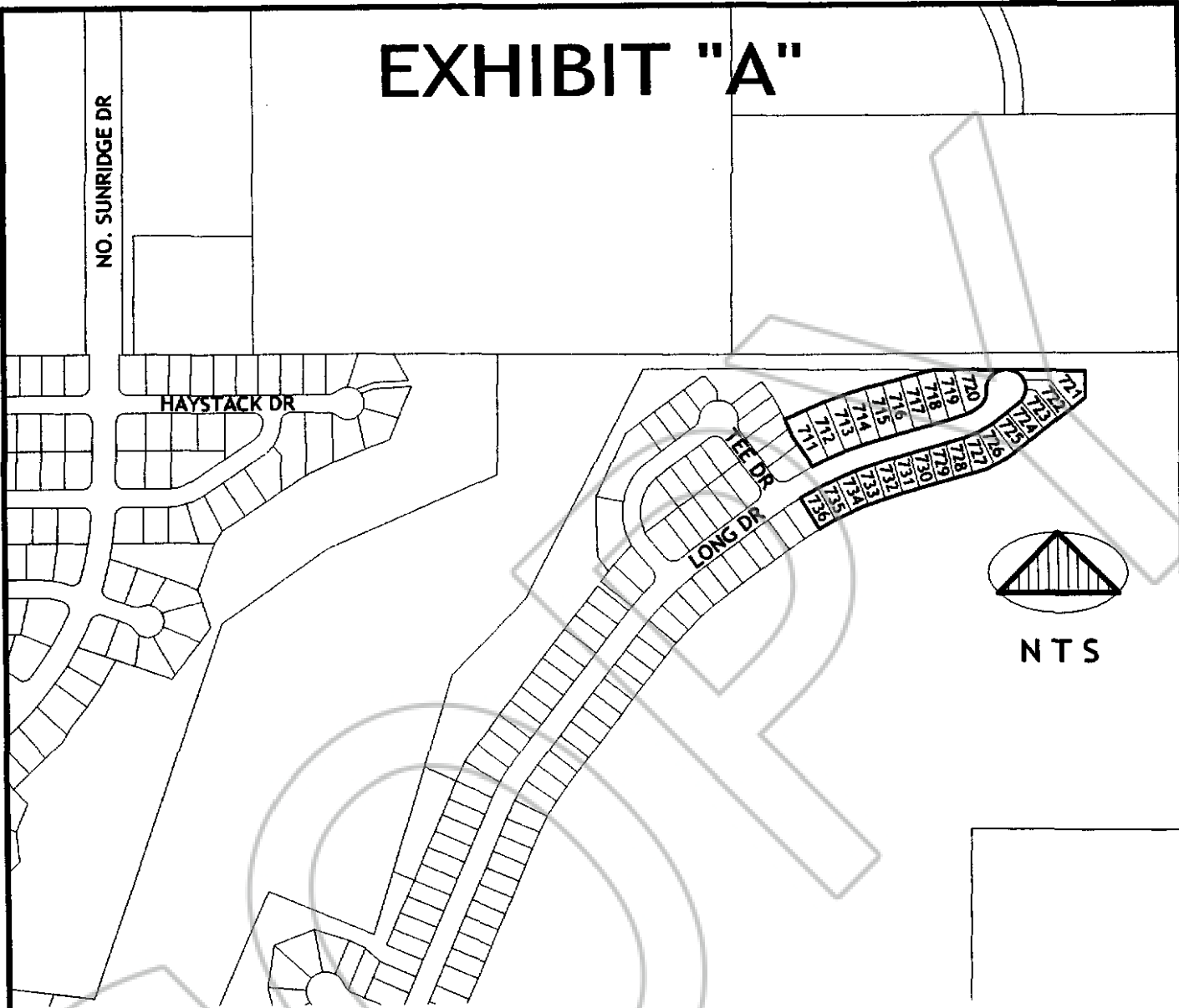
By: *Paul A. Williams*  
General Manager

Approved as to form.

By: *N/A*  
Deputy District Attorney

By: *[Signature]*  
T. Scott Brooke  
General Counsel

# EXHIBIT "A"



**Subject Parcels:**

Lot No.	APN	Lot No.	APN
711	1420-08-611-006	724	1420-08-611-019
712	1420-08-611-007	725	1420-08-611-020
713	1420-08-611-008	726	1420-08-611-021
714	1420-08-611-009	727	1420-08-611-022
715	1420-08-611-010	728	1420-08-611-023
716	1420-08-611-011	729	1420-08-611-024
717	1420-08-611-012	730	1420-08-611-025
718	1420-08-611-013	731	1420-08-611-026
719	1420-08-611-014	732	1420-08-611-027
720	1420-08-611-015	733	1420-08-611-028
721	1420-08-611-016	734	1420-08-611-029
722	1420-08-611-017	735	1420-08-611-030
723	1420-08-611-018	736	1420-08-611-031



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: April 25, 2006  
B. Reed Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.  
By David D. Mullock Deputy



BK- 0406  
PG- 8410