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DOC # 0673414  
04/25/2006 11:41 AM Deputy: KLJ  
**OFFICIAL RECORD**  
Requested By:  
D C/COUNTY MANAGER

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 9 Fee: 0.00  
BK-0406 PG- 8453 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: APRIL 25, 2006

Recording Requested By:

✓ Name: DEANNE, COUNTY MANAGER'S OFFICE

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

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

Real Property Transfer Tax: \$ N/A

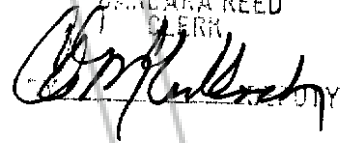
CONTRACT #2006.074  
(Title of Document)

FILED

No. 2006.074

2006 APR 25 AM 9:22

BARBARA REED  
CLERK



APNs: 1420-07-410-005; 1420-07-410-004;  
1420-07-311-003; 1420-07-311-001;  
1420-07-313-002; 1420-07-410-013;  
1420-07-410-012; 3420-07-410-014;  
1420-07-410-008; 1420-07-410-007;  
1420-07-410-006; 1420-07-410-002;  
1420-07-410-001; 1420-07-311-005;  
1420-07-311-004; 1420-07-311-007;  
1420-07-310-028; 1420-07-310-029;  
1420-07-310-030; 1420-07-310-031;  
1420-07-310-032; 1420-07-310-033;  
1420-07-310-034; 1420-07-310-035;  
1420-07-310-036; 1420-07-310-037;  
1420-07-310-038; 1420-07-310-039

RECORDING REQUESTED BY  
WHEN RECORDED MAIL TO:

DOUGLAS COUNTY  
POST OFFICE BOX 218  
MINDEN, NV 89423

SPACE ABOVE THIS LINE  
RESERVED FOR RECORDER'S  
USE

INTERLOCAL CONTRACT



## INTERLOCAL CONTRACT

This Agreement is made by and between Douglas County (County) a political subdivision of the State of Nevada and owner of the Ridgeview Sewer System, and the Indian Hills General Improvement District (IHGID), a local public improvement district in Douglas County.

### RECITALS

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; and

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; and

The County owns and operates the Ridgeview Sewer System and is interested in transferring the portion of the sewer system constructed under Phases 1 and 2 of the Ridgeview Sewer System Rehabilitation Project (Ridgeview Sewer System) to IHGID. The board of trustees of IHGID is interested in accepting and operating the Ridgeview Sewer System.

### AGREEMENT

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



## ARTICLE I

### TERM OF AGREEMENT

1.1 This agreement will be effective on the 18th day of January, ~~2005~~<sup>2006</sup> upon the approval of the IHGID board of trustees and the Douglas County board of county commissioners.

## ARTICLE II

### TITLE TO RIDGEVIEW SYSTEM

2.1 The Ridgeview Sewer System, as shown in Exhibits A and B, will become the sole property of IHGID, and IHGID will become solely responsible for operation and maintenance of the system in accordance with this agreement and all other requirements of law.

2.2 The County and IHGID agree that annexation of the Ridgeview Sewer System area is not contemplated by and is not a purpose intended by this agreement. The County and IHGID agree that any proposed future annexation must comply with all legal requirements, including citizen input concerning the process.

## ARTICLE III

### FEE FOR RIDGEVIEW SYSTEM

3.1 Ridgeview Sewer System users, identified in Exhibit C, who are on the Ridgeview Sewer System at the time this agreement becomes effective will not be charged connection or similar charges by IHGID. The County agrees to pay a \$5.00 billing set-up fee for each Ridgeview Sewer System user. Future sewer users who connect to the Ridgeview Sewer System after this agreement becomes effective will be required to pay connection and similar charges.



3.2 Any Ridgeview Sewer System users will, at all times, be charged in the same manner and at the same rate as IHGID system users.

3.3 Any vacant lots within the Ridgeview Sewer System service area that are built upon or connected in the future must, prior to connection, must comply with all requirements of IHGID.

#### **ARTICLE IV**

#### **TERMINATION**

4.1 This Agreement may be terminated by a written agreement to terminate signed by both parties.

#### **ARTICLE V**

#### **GENERAL PROVISIONS**

5.1 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.

5.2 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.

5.3 This agreement will bind and inure to the benefit of the respective successors and any assigns to the parties.

5.4 This agreement is made in and will be construed and governed by the laws of the



State of Nevada.

5.5 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: *Daniel C. Holler*  
Daniel C. Holler  
County Manager

Indian Hills GID

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

Approved as to content:

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

By: *[Signature]*  
General Manager

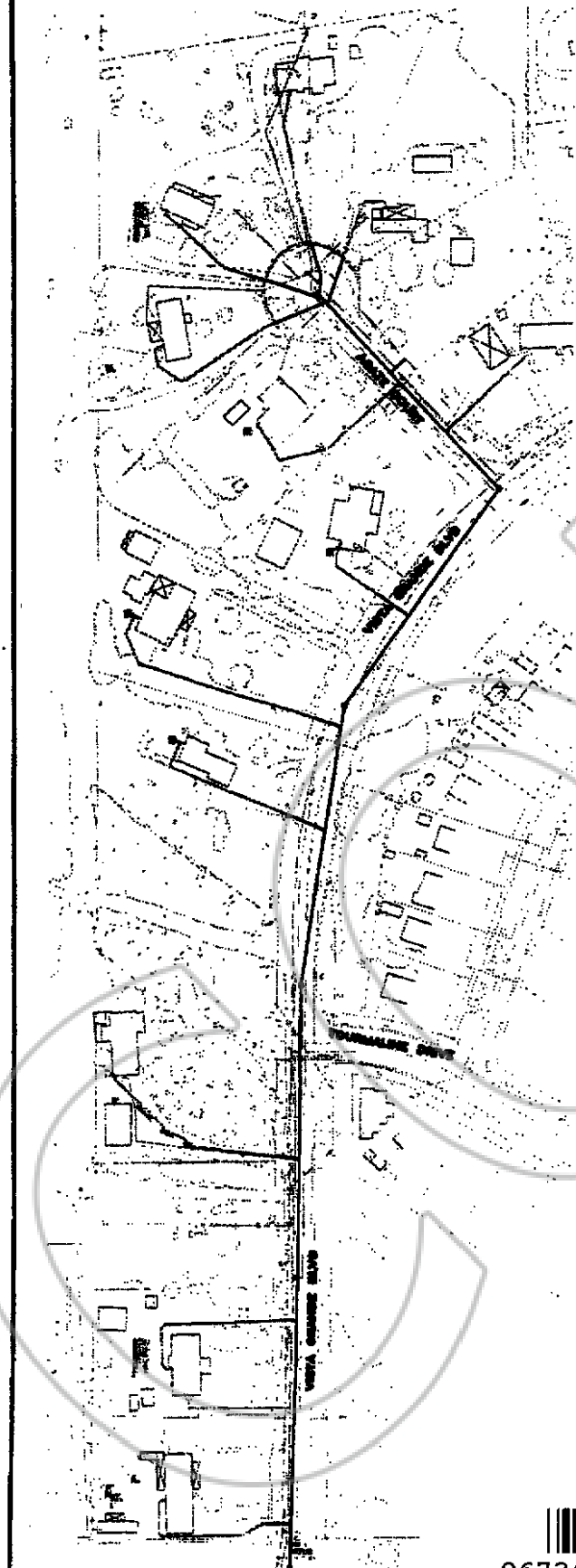
Approved as to form:

By: *[Signature]*  
Deputy District Attorney

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



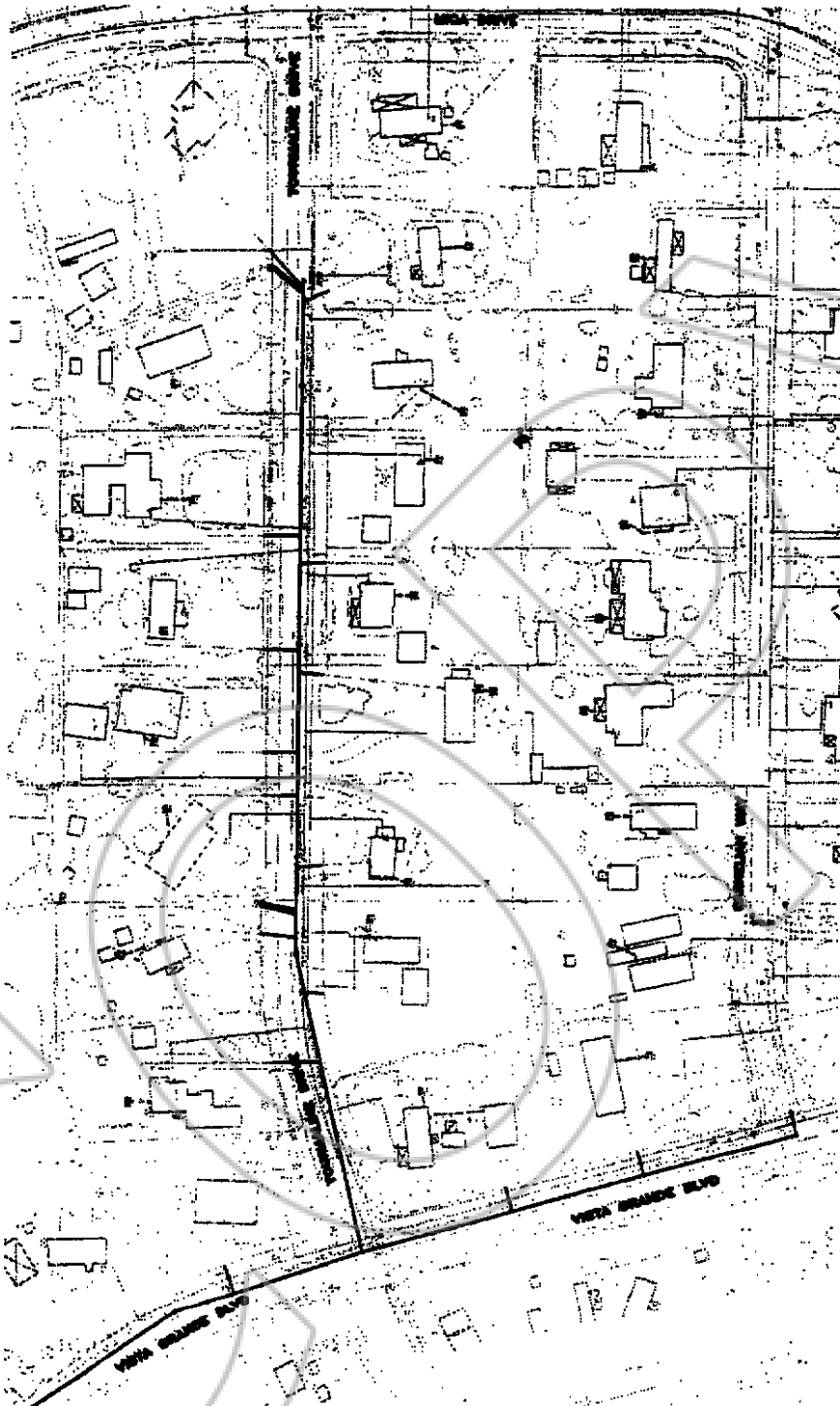
# RIDGEVIEW SEWER PHASE 1



DESCRIPTION	QUANTITY
8" SANITARY SEWER MAIN, SDR 35 (LF)	1,131
8" SANITARY SEWER MAIN, DUCTILE IRON PIPE (LF)	296
48" SANITARY SEWER MANHOLES (EA)	4
48" DROP MANHOLES (EA)	1
PVC SEWER LATERALS FROM SEWER MAIN TO PROPERTY LINE	12
DUCTILE IRON SEWER LATERALS FROM SEWER MAIN TO PROPERTY LINE	1



# RIDGEVIEW SEWER PHASE 2



DESCRIPTION	QUANTITY
8" SANITARY SEWER MAIN, SDR 35 (LF)	1,280
48" SANITARY SEWER MANHOLES (EA)	4
48" DROP MANHOLES (EA)	2
PVC SEWER LATERALS FROM SEWER MAIN TO PROPERTY LINE	22

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## EXHIBIT B

BK- 0406  
PG- 8460  
04/25/2006



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0673414



## Exhibit C

### Ridgeview Sewer Extension - Phase 1 Parcels (12)

<u>Assessor's Parcel No.</u>	<u>Street Address</u>
1420-07-410-005	3445 Agate Court
1420-07-410-004	3447 Agate Court
1420-07-311-003	3448 Agate Court
1420-07-311-001	3449 Agate Court
1420-07-311-002	3450 Agate Court
1420-07-410-013	3401 Vista Grande Blvd.
1420-07-410-012	3409 Vista Grande Blvd.
1420-07-410-014	3419 Vista Grande Blvd.
1420-07-410-008	3425 Vista Grande Blvd.
1420-07-410-007	3431 Vista Grande Blvd.
1420-07-410-006	3437 Vista Grande Blvd.
1420-07-410-002	3439 Vista Grande Blvd.

### Ridgeview Sewer Extension - Phase 2 Parcels (16)

<u>Assessor's Parcel No.</u>	<u>Street Address</u>
1420-07-410-001	3441 Vista Grande Blvd.
1420-07-311-005	3451 Tourmaline Drive
1420-07-311-004	3457 Tourmaline Drive
1420-07-311-007	3454 Tourmaline Drive
1420-07-310-028	3486 Tourmaline Drive
1420-07-310-029	3482 Tourmaline Drive
1420-07-310-030	3480 Tourmaline Drive
1420-07-310-031	3474 Tourmaline Drive
1420-07-310-032	3470 Tourmaline Drive
1420-07-310-033	3466 Tourmaline Drive
1420-07-310-034	3461 Tourmaline Drive
1420-07-310-035	3469 Tourmaline Drive
1420-07-310-036	3473 Tourmaline Drive
1420-07-310-037	3477 Tourmaline Drive
1420-07-310-038	3481 Tourmaline Drive
1420-07-310-039	876 Mica Drive

**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 19th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Colin M. Mink Deputy



BK- 0406  
PG- 8461