

No fee

DOC # 0699145
04/16/2007 08:42 AM Deputy: DW
OFFICIAL RECORD
Requested By:
DC/COMMUNITY DEVELOPMENT

1420-07-310-047

Assessor's Parcel Number: N/A

Date: APRIL 12, 2007

Recording Requested By:

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 3 Fee: 0.00
BK-0407 PG- 4372 RPTT: 0.00



Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2007.055


(Title of Document)

FILED

2007.055

2007 APR 12, PM 12: 33

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


This agreement is made this 4th of April, 2007, between Douglas County (County), a political subdivision of the State of Nevada, and Lester & Patti Stuck, Owner(s) of property described as Assessor's Parcel Number 1420-07-310-047, at 3463 Calcite Ci.

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 a cement slurry. The septic tank will then be abandoned in place in accordance with the requirements of the State of Nevada.
2. 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.
3. 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 one year from the date of this document or until the construction is completed if less than one year.
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.

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



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APR 06 2007

DOUGLAS COUNTY
CLERK OF DISTRICT COURT

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: Lester B Stuck

By: Carl Ruschmeyer
Carl Ruschmeyer
County Engineer

By: Patti Stuck

Lester & Patti Stuck

COPY

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 12, 2007
Clerk of the Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By: Carl Ruschmeyer Deputy

SEAL



BK- 0407
PG- 4374