

DOC # 0699401
04/18/2007 02:28 PM Deputy: GB
OFFICIAL RECORD
Requested By:
DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: APRIL 17, 2007

Recording Requested By:

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 0.00
BK-0407 PG- 5731 RPTT: 0.00



Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2007.069

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 12. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

FILED

2007.069

2007 APR 17 PM 12:00

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

This agreement is made this 6 of April, 2007, between Douglas County (County), a political subdivision of the State of Nevada, and Bob & Mary Carman, Owner(s) of property described as Assessor's Parcel Number 1420-07-310-043, at 3480 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. County will install an E-One Grinder Pump System on the landowner's property to pump to the new sewer system.
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 one year from the date of this document or until the construction is completed if less than one year.
2. Owner will be responsible for operation and maintenance of the new E-One Grinder Pump System.
3. 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 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

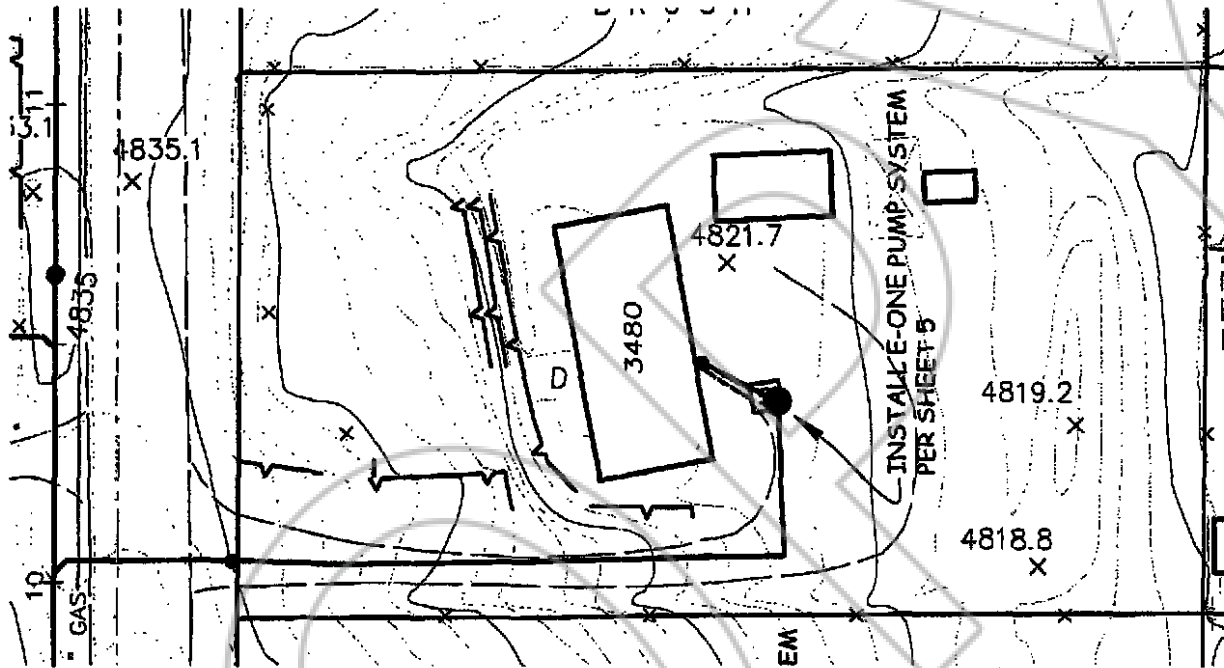
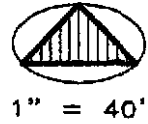
By: Bob Carman

By: Carl Ruschmeyer
Carl Ruschmeyer
County Engineer

By: Mary Carman

Bob & Mary Carman

EXHIBIT "A"



CARMAN, BOB J & MARY E
3480 CALCITE CIR
APN 1420-07-310-043

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 17, 2007

BCR/CLK Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Carol McElroy Deputy



BK- 0407
PG- 5735