

Assessor's Parcel Number: N/A

Date: MAY 18, 2007

Recording Requested By:

Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

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

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

Real Property Transfer Tax: \$ N/A

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 5 Fee: 0.00  
BK-0507 PG- 6828 RPTT: 0.00



AGREEMENT #2007.101  
(Title of Document)

FILED

RECEIVED

MAY 09 2007

DOUGLAS COUNTY  
COMMUNITY DEVELOPMENT

2007.101

2007 MAY 18 AM 10:22

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



This agreement is made this 8<sup>TH</sup> of May, 2007, between Douglas County (County), a political subdivision of the State of Nevada, and Thomas and Lila Brown, Owners of the property described as Assessor's Parcel number 1420-07-310-005 at 869 Mica Drive, Douglas County, Nevada.

**County Responsibilities**

1. County agrees to pay all engineering, permitting, connection fees and construction costs associated with extending a single sewer lateral from the existing sewer main to the residence on the parcel. The County will provide at least a one-week notice to the Owners before construction starts. The County will pump the existing septic tank and fill it with sand, soil, or 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 fees.

**Owner Responsibilities**

1. The Owner and their tenant grant 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, the construction of a sewer lateral from the tenant's existing residence to the sewer main, and any necessary incidents, as shown on the attached exhibit A. This permission is granted for a period of thirty days from the date of this document or until the construction is completed if before the thirty days.
2. Owner agrees that no connection fee will be charged for the sewer connection, which is the equivalent amount to serve one single-family dwelling unit. The Owners may purchase additional connections if they are necessary, but may only use these connections on subject property. Once physically connected to the sewer system, the Owners agree to accept the responsibility to maintain the sewer lateral, including that section between the residence and the 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.



BK- 0507  
PG- 6829

2. The County agrees to indemnify, defend, save, protect, and hold harmless to the extent provided by law including, but not limited to, NRS Chapter 41, Thomas and Lila Brown, the Owners, and their heirs and assigns, from any and all claims, costs, liability, including reasonable attorneys' fees, for any damage, injury, or death to persons or property arising directly or indirectly from or connected with the County, its agents, contractors, or employees while on the Owners' property during the construction of the sewer lateral or the abandonment of the septic tank, except for claims or litigation arising through the negligence or willful misconduct of the Owners or their tenants or the Owners' obligation to maintain the sewer lateral once the construction is complete. The Owners agree to indemnify and hold harmless the County, its officials, employees, agents and authorized representatives from any and all claims, causes of action, or liability arising from the abandoned septic tank after it has been abandoned as required by the State of Nevada.
  
3. This agreement is made in and will be construed and governed by the laws of the State of Nevada.

Owner(s)

County

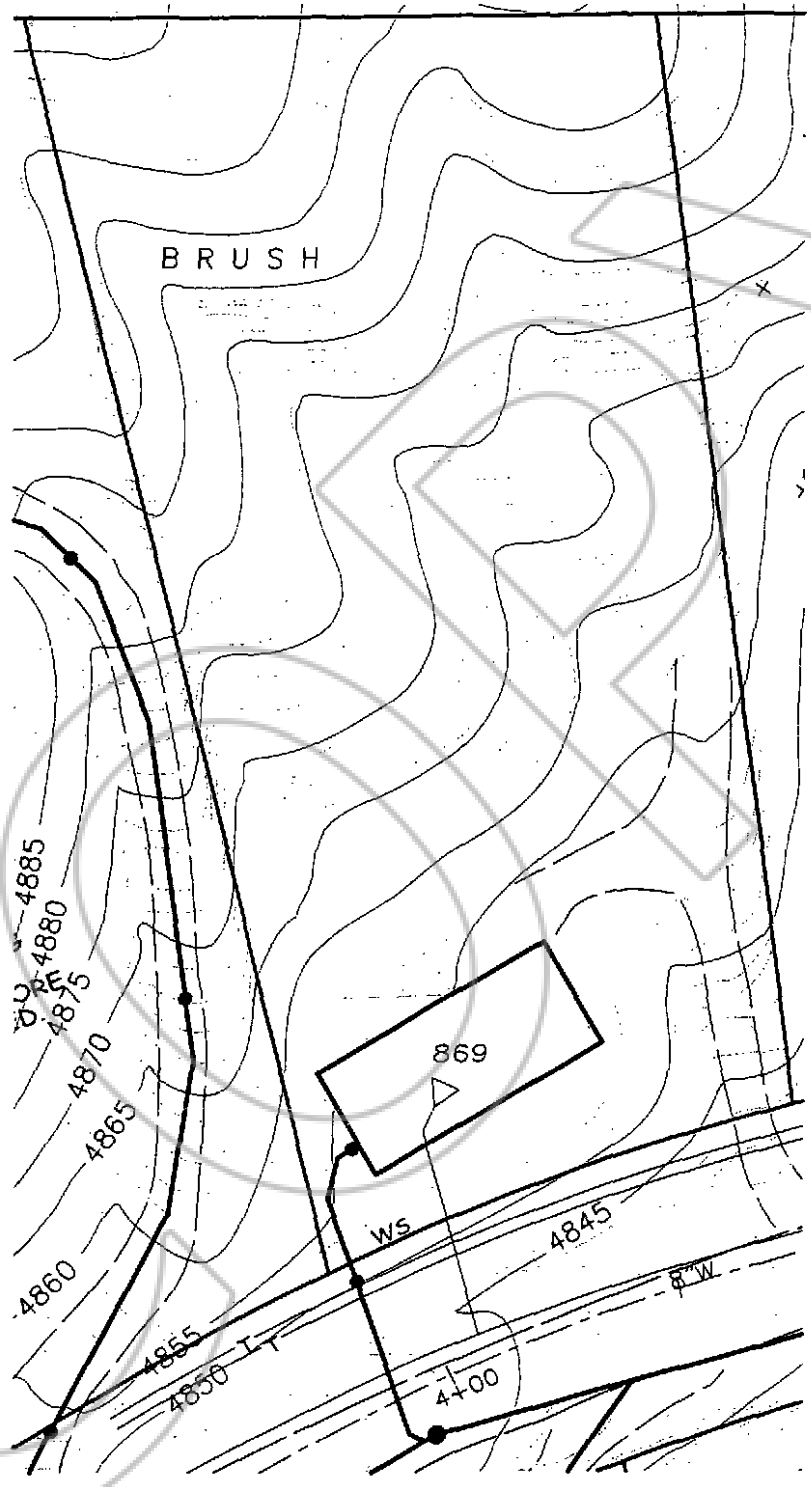
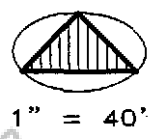
By: Thomas Brown  
Thomas Brown

By: Carl Ruschmeyer  
Carl Ruschmeyer  
County Engineer

By: Lila Brown  
Lila Brown



# EXHIBIT "A"



BROWN, THOMAS D & LILA  
869 MICA DR  
APN 1420-07-310-005

BK- 0507  
PG- 6831  
0701505 Page: 4 Of 5 05/21/2007

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: May 18, 2007  
Griffen Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Brody M. Mullock Deputy