

DOC # 0707750
08/17/2007 11:54 AM Deputy: SD

OFFICIAL RECORD
Requested By:
DC/DISTRICT ATTORNEY

Assessor's Parcel Number: N/A

Date: AUGUST 16, 2007

Recording Requested By:

Name: ROBERT MORRIS, DA'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 4 Fee: 0.00
BK-0807 PG-05493 RPTT: 0.00



CONTRACT #2007.184

(Title of Document)

2007.184

INTERLOCAL CONTRACT

2007 AUG 16 AM 11:59

This agreement is made and entered into between Douglas County, State of Nevada, a political subdivision of the State of Nevada, (County), and the Topaz Ranch Estates General Improvement District (District).

RECITALS

1. The County and District are public agencies under NRS 277.100, and public agencies may contract with any other public agencies to perform, under NRS 277.180, any governmental service, activity or undertaking that a contracting agency is authorized to perform.

2. The District desires to construct access to and maintain a well and a water transmission line on Topaz Ranch Estates Park, referred to as Roadside Park, which is owned by the County. The County desires to grant the District an easement for the well and a water transmission line for the joint use of these facilities that may and can be reasonably used for the promotion and protection of the health and welfare of the inhabitants of the State.

3. The County and the District agree that this agreement is in addition to the grant of an easement deed to set out the terms and conditions of the use of the easement.

AGREEMENT

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

1. The County agrees to grant an easement for the well and water line to the District. In consideration of the grant of the easement the District agrees that before the construction of the well house that County Parks will have an opportunity to review and request changes to ensure the building is compatible with the park use. The District agrees to provide water to the Park following the completion of the well at the monthly base rate for public facility users.

2. The County will not be responsible for any costs connected to the use of the easement and the parties agree that no District liability will transfer to the County.

3. This agreement will become effective only after it has been ratified by official action of the governing bodies of the each party.

4. Each respective party agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, NRS chapter 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.

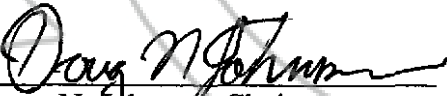
5. If the District abandons the use of the well, it agrees to seal the well in conformance with applicable law and regulations and convey the easement back to the County.

6. The laws of the State of Nevada apply in interpreting and construing this agreement.

7. This agreement constitutes the full and final agreement between the parties and will not be modified except in writing and signed by both parties.

8. This agreement may not be assigned except by writing signed by both parties.

Douglas County



Doug N. Johnson, Chairman
Board of Commissioners

Date: 8-2-07

Approved as to Content:



County Engineer

Topaz Ranch Estates GID



Bill Maher, Chairman
Board of Trustees

Date: 8/14/07

Approved as to form:

Robert J. Marin
District Attorney

Attest:

Barbara J. Griffin
Barbara J. Griffin, County Clerk

By Carol M. Mullock
DEPUTY CLERK

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: August 16 2007
B. Griffin Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carol M. Mullock Deputy



BK- 0807
PG- 5496