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OFFICIAL RECORDS

Requested By:
DC/PUBLIC WORKS

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 4 Fee: \$ 0.00

Bk: 0114 Pg: 3668



Deputy ar

Assessor's Parcel Number: N/A

Date: JANUARY 22, 2014

Recording Requested By:

Name: EILEEN CHURCH, PUBLIC WORKS
(NC)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

WATER DISCONNECTION AGREEMENT #2014.015

(Title of Document)

FILED

NO. 2014-015

2014 JAN 21 PM 12:41

TED THUAN
CLERK

BY *[Signature]*
DEPUTY

Water Disconnection Agreement

This Water Disconnection Agreement ("Agreement") is entered into between Douglas County, a political subdivision of the State of Nevada ("County"), and Vincent P. D'Ascoli ("Customer"). County and Customer are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

Whereas, Customer is the owner of that certain real property commonly known as Douglas County Assessor's Parcel Number 1419-27-002-002 (the "Property").

Whereas, the Property is zoned A-19 and has eight residential dwelling units.

Whereas, the Property currently receives water service from Douglas County for one main residence and seven multi-family residential rental units.

Whereas, the Customer desires to disconnect the main residence from Douglas County's water utility system and install a well for domestic and agricultural use at the water service located at 2855 Jacks Valley Road.

Whereas, Customer must obtain authority from the Nevada State Engineer to install a well for the main residence.

Whereas, each multi-family residential unit is entitled to use up to 0.3 acre feet of water annually pursuant to Douglas County Code 20.100.040.

NOW, THEREFORE, for the mutual promises and covenants contained herein, and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The County will draft a letter to the Nevada State Engineer stating that Douglas County does not oppose Customer's desire to disconnect from the County's water system or the Customer's application to the State of Nevada to install a domestic well for the main residence.
2. Customer understands and agrees that, if the Nevada State Engineer approves Customer's request to install a domestic well, only the main residence will be allowed to disconnect from the County's water system.

3. Customer promises and agrees to install a domestic water well complying with all federal, state, and local regulations prior to disconnecting from the County's water system and will obtain the required Site Improvement Permit from the Douglas County Community Development Department before commencing any work. The well must be installed and operational by no later than one year from the date of this Agreement.
4. The Parties mutually understand and agree that the seven multi-family residential rental units on the Property will remain connected to the County's water system and may not use in excess of 0.3 acre feet of water annually per rental unit.¹
5. Customer understands and agrees that if he desires to subsequently connect to a County operated water utility system, he will be required to comply with Douglas County Code 20.100.040(B)² or its successor ordinance, and all other applicable federal, state, and local regulations then in effect.
6. This Agreement will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the Parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada, in and for the County of Douglas, that was not involved in the mediation process. The Parties mutually agree to not seek punitive damages against either Party.
7. This Agreement constitutes the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties. The language, terms and conditions contained within this Agreement shall take precedence over the language, terms and conditions contained in any exhibit or addendum that may be attached to this Agreement.

¹ Seven dwelling units x 0.3 afa = 2.1 acre feet annually.

² Currently 1.12 acre feet of water per year.

- 8. The Parties represent and warrant that they have the authority to enter into this Contract.
- 9. Nothing contained in this Agreement is intended to convey any right or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either County or Customer. Customer will not assign, transfer nor delegate any rights, obligations or duties under the Agreement without the prior written consent of County.

Douglas County, a political subdivision of the State of Nevada

By: Carl Ruschmeyer
Carl Ruschmeyer, P.E.

By: Dr. Vincent P. D'Ascoli
Dr. Vincent P. D'Ascoli

Date: 1/17/14

Date: 1/15/14

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

22nd day of Jan, 2014
By: [Signature] Deputy