

Recorder's Office Cover Sheet

Recording Requested By:

Name: Jeremy Hutchings

Department: Community Development



00140385202109724010100108

KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement**
- Contract**
- Grant**
- Change Order**
- Easement**
- Other**

specify: _____

FILED

NO. 2021-136

8/12/21
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY [Signature] DEPUTY

APN: A portion of 1418-27-210-004

**Recording Requested by and
When Recorded Mail To:**

Carey Rosser
District Attorney's Office
Post Office Box 218
Minden, Nevada 89423

The undersigned hereby affirm(s) that this document,
including any exhibits, submitted for recording does
not contain the social security number of any person(s).

**WATER FACILITIES DEDICATION AGREEMENT
AND BILL OF SALE**

This WATER FACILITIES DEDICATION AGREEMENT AND BILL OF SALE ("Agreement") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and Chris Sauer ("Mr. Sauer"). The County and Mr. Sauer are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

WHEREAS, Mr. Sauer is the owner of certain real property located in the Pittman Terrace neighborhood within Douglas County, Nevada; and

WHEREAS, Mr. Sauer did cause certain water and fire protection facilities to be constructed in the Pittman Terrace neighborhood, and such facilities consist generally of 300 Feet± of 8-Inch diameter water line, one fire hydrant and one stand pipe all of which are generally depicted in Exhibit A which is attached hereto and incorporated herein (collectively the "Facilities"); and

WHEREAS, the Facilities were constructed upon a County-owned parcel (referred to by Assessor's Parcel Number 1418-27-210-004) and within a public Right of Way (historically referred to as Douglas Boulevard); and

WHEREAS, the Tahoe Douglas Fire Protection District ("Fire District") has initiated a Fire Flow Initiative program to acquire, operate, and maintain a fire boat on Lake Tahoe, and the Facilities enable the Tahoe Douglas Fire Protection District's fire boat to contain and fight fires in the Pittman Terrace neighborhood; and

WHEREAS, Mr. Sauer desires to dedicate the stand pipe and appurtenances to the County and the County desires to acquire the same;

AGREEMENT

NOW, THEREFORE, and in consideration of the foregoing recitals and mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- A. Recitals: The Recitals set forth above are true and correct.
- B. Definitions: Unless specifically stated or amended herein, the Parties agree that the words and phrases within this Water Facilities Dedication Agreement and Bill of Sale shall have the meanings set forth in Title 20 of the Douglas County Code.
- C. Sale of Water System:
 - a. For and in consideration of the sum of One Hundred and Fifty-Two Thousand, One Hundred and Twenty-Seven Dollars and Fifty Cents (\$152,127.50), Mr. Sauer does hereby dedicate, convey, transfer, and assign forever to the County, together with all rights, title and interests therein or appurtenant thereto, and subject to the County's acceptance:
 - i. The Facilities, including without limitation the 8" diameter stand pipe, hydrant and all related appurtenances.
- D. Acceptance of Water Facilities: The County hereby agrees to accept the dedication and conveyance of the Facilities by Mr. Sauer.
 - a. Date of Acceptance: the Date of Acceptance of the Facilities shall be defined as the date on which this document is executed by both Parties.
- E. Further Assurances: In addition to the acts and deeds recited herein and contemplated to be performed, executed or delivered by the Parties, the Parties hereby agree to perform, execute and deliver, or cause to be performed, executed and delivered any and all such further documentation as may be reasonably required in order to consummate fully the transactions contemplated hereunder.
- F. Construction of Agreement: The 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 Agreement. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If the Parties are unable to resolve their dispute, litigation may only proceed before a department of the Ninth Judicial District Court of the State of Nevada in and for the County of Douglas, and attorney's fees and costs will be awarded to the prevailing party at the discretion of the Court.
- G. Severability and Waiver: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. The County's failure to enforce any

provision of this Agreement at any time shall not constitute a waiver by the County to enforce the same, or any other, provision of this Agreement.

- H. Third Party Beneficiaries: Nothing contained in this Agreement is intended to convey any rights 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 Contractor or County.
- I. County Liability Limitation: The County will not waive, and expressly intends to assert, all available liability limitations contained within Chapter 41, or any other applicable chapter, of the Nevada Revised Statutes.
- J. Authority: The individuals executing this Agreement and the instruments referenced herein on behalf of each Party and the partners, officers, or trustees of each Party, if any, have the legal power, right and actual authority to bind each Party to the terms and conditions of these documents.

IN WITNESS WHEREOF, each Party executes this WATER FACILITIES DEDICATION AGREEMENT AND BILL OF SALE with the intent to be legally bound thereby.

CHRIS SAUER

By: [Signature]

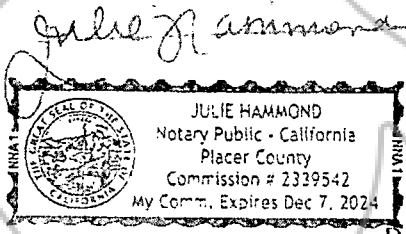
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Ca)
)
COUNTY OF Placer)

This instrument was acknowledged before me on this 10 day of May 2021 by Chris Sauer, and individual.

10 May 21
Chris Sauer
Placer

[Signature]
Notary Public
My Commission Expires: 12.07.2024



THE COUNTY OF DOUGLAS,
a political subdivision of the State of Nevada

By: [Signature]

Chairman of the Board of County Commissioners

ATTEST:

By: [Signature]
Amy Burgans, Douglas County Clerk

COPY

IMPROVEMENT PLANS FOR PITTMAN TERRACE FIRE SERVICE

APN 1418-27-210-004

Douglas County, Nevada

REVISION	
NO.	DATE
1	05/13/08
2	06/17/08
3	08/07/08
4	08/12/08
5	08/12/08
6	08/12/08
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25	08/12/08

SHEET INDEX

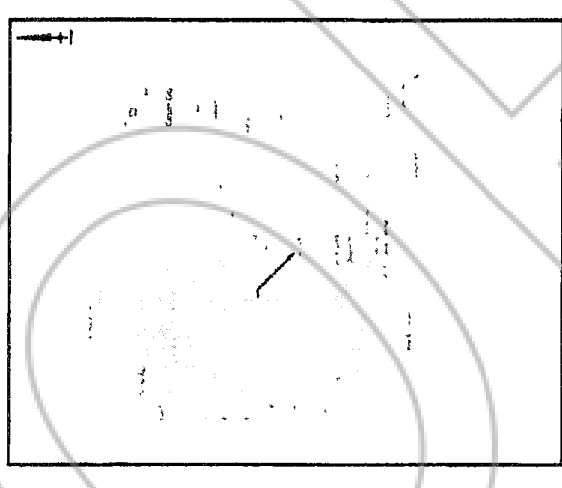
SHEET C1	TITLE SHEET
SHEET C2	SITE PLAN, EROSION CONTROL & COVERAGE
SHEET C3	PLAN & PROFILE SHEET
SHEET C4	DETAILS

BASIS OF BEARING

THE ELEVATION OF BOWLING GREEN MOUNTAIN ON THE EAST SIDE OF DISTRICT NO. 1, CALLED BOWLING GREEN MOUNTAIN, WAS DETERMINED BY THE U.S. GEOLOGICAL SURVEY IN 1943. THE ELEVATION OF BOWLING GREEN MOUNTAIN WAS DETERMINED TO BE 11,735 FEET ABOVE MEAN SEA LEVEL. THE U.S. GEOLOGICAL SURVEY HAS ALSO DETERMINED THE ELEVATION OF THE WEST POINT MONUMENT TO BE 11,735 FEET ABOVE MEAN SEA LEVEL. THE U.S. GEOLOGICAL SURVEY HAS ALSO DETERMINED THE ELEVATION OF THE EAST POINT MONUMENT TO BE 11,735 FEET ABOVE MEAN SEA LEVEL. THE U.S. GEOLOGICAL SURVEY HAS ALSO DETERMINED THE ELEVATION OF THE SOUTH POINT MONUMENT TO BE 11,735 FEET ABOVE MEAN SEA LEVEL. THE U.S. GEOLOGICAL SURVEY HAS ALSO DETERMINED THE ELEVATION OF THE NORTH POINT MONUMENT TO BE 11,735 FEET ABOVE MEAN SEA LEVEL. THE U.S. GEOLOGICAL SURVEY HAS ALSO DETERMINED THE ELEVATION OF THE WEST POINT MONUMENT TO BE 11,735 FEET ABOVE MEAN SEA LEVEL. THE U.S. GEOLOGICAL SURVEY HAS ALSO DETERMINED THE ELEVATION OF THE EAST POINT MONUMENT TO BE 11,735 FEET ABOVE MEAN SEA LEVEL. THE U.S. GEOLOGICAL SURVEY HAS ALSO DETERMINED THE ELEVATION OF THE SOUTH POINT MONUMENT TO BE 11,735 FEET ABOVE MEAN SEA LEVEL. THE U.S. GEOLOGICAL SURVEY HAS ALSO DETERMINED THE ELEVATION OF THE NORTH POINT MONUMENT TO BE 11,735 FEET ABOVE MEAN SEA LEVEL.

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LEGEND

○	PROPOSED IMPROVEMENTS
●	EXISTING
□	CONTRACT AREA
---	PROPOSED ROAD RIGHT OF WAY
-.-.-	EXISTING ROAD RIGHT OF WAY
-.-.-	PROPOSED SIDEWALK
-.-.-	EXISTING SIDEWALK
-.-.-	PROPOSED CURB
-.-.-	EXISTING CURB
-.-.-	PROPOSED UTILITY
-.-.-	EXISTING UTILITY
-.-.-	PROPOSED FENCE
-.-.-	EXISTING FENCE
-.-.-	PROPOSED SIGN
-.-.-	EXISTING SIGN
-.-.-	PROPOSED LIGHT FIXTURE
-.-.-	EXISTING LIGHT FIXTURE
-.-.-	PROPOSED TRASH ENCLOSURE
-.-.-	EXISTING TRASH ENCLOSURE
-.-.-	PROPOSED BIKEWAY
-.-.-	EXISTING BIKEWAY
-.-.-	PROPOSED PATH
-.-.-	EXISTING PATH
-.-.-	PROPOSED PLAY AREA
-.-.-	EXISTING PLAY AREA
-.-.-	PROPOSED SEWER
-.-.-	EXISTING SEWER
-.-.-	PROPOSED WATER
-.-.-	EXISTING WATER
-.-.-	PROPOSED GAS
-.-.-	EXISTING GAS
-.-.-	PROPOSED CABLE TV
-.-.-	EXISTING CABLE TV
-.-.-	PROPOSED TELEPHONE
-.-.-	EXISTING TELEPHONE
-.-.-	PROPOSED FIBER OPTIC
-.-.-	EXISTING FIBER OPTIC
-.-.-	PROPOSED SLOPE
-.-.-	EXISTING SLOPE
-.-.-	PROPOSED ELEVATION
-.-.-	EXISTING ELEVATION

RECORD DRAWING NOTE

ALL IMPROVEMENTS SHOWN ON THESE PLANS HAVE BEEN CHECKED BY THE ENGINEER AND FOUND TO BE ACCORDING TO THE REQUIREMENTS OF THE SPECIFICATIONS AND THE LOCAL ORDINANCES. THE ENGINEER HAS ALSO CHECKED THE ELEVATIONS AND BEARING AND HAS FOUND THEM TO BE ACCORDING TO THE REQUIREMENTS OF THE SPECIFICATIONS AND THE LOCAL ORDINANCES. THE ENGINEER HAS ALSO CHECKED THE ELEVATIONS AND BEARING AND HAS FOUND THEM TO BE ACCORDING TO THE REQUIREMENTS OF THE SPECIFICATIONS AND THE LOCAL ORDINANCES. THE ENGINEER HAS ALSO CHECKED THE ELEVATIONS AND BEARING AND HAS FOUND THEM TO BE ACCORDING TO THE REQUIREMENTS OF THE SPECIFICATIONS AND THE LOCAL ORDINANCES.



Jeffrey A. Krellman
ENGINEER SIGNATURE

RECORD DRAWINGS
DATE

RECORD DRAWINGS

SHEET C1	1418-27-210-004	08/12/08
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DATE: 08/12/08
DRAWN BY: JAK
CHECKED BY: JAK
DATE: 08/12/08



APPROVALS

OWNER	DATE	ENGINEER	DATE
PITTMAN TERRACE		JEFFREY A. KRELLMAN	

OWNER: PITTMAN TERRACE, 11100 S. SANDY SPRING BLVD., LAS VEGAS, NV 89135
PROJECT SITE: 11100 S. SANDY SPRING BLVD., LAS VEGAS, NV 89135
PROJECT NO.: 1418-27-210-004

OWNER

PITTMAN TERRACE
11100 S. SANDY SPRING BLVD.
LAS VEGAS, NV 89135

PROJECT SITE

11100 S. SANDY SPRING BLVD.
LAS VEGAS, NV 89135

ENGINEER

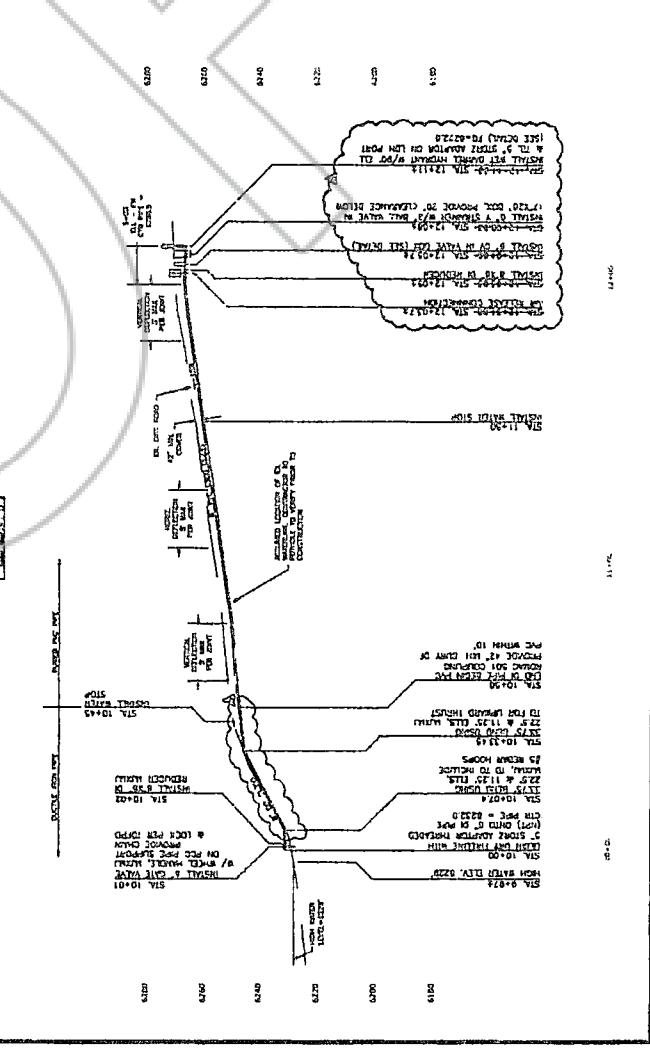
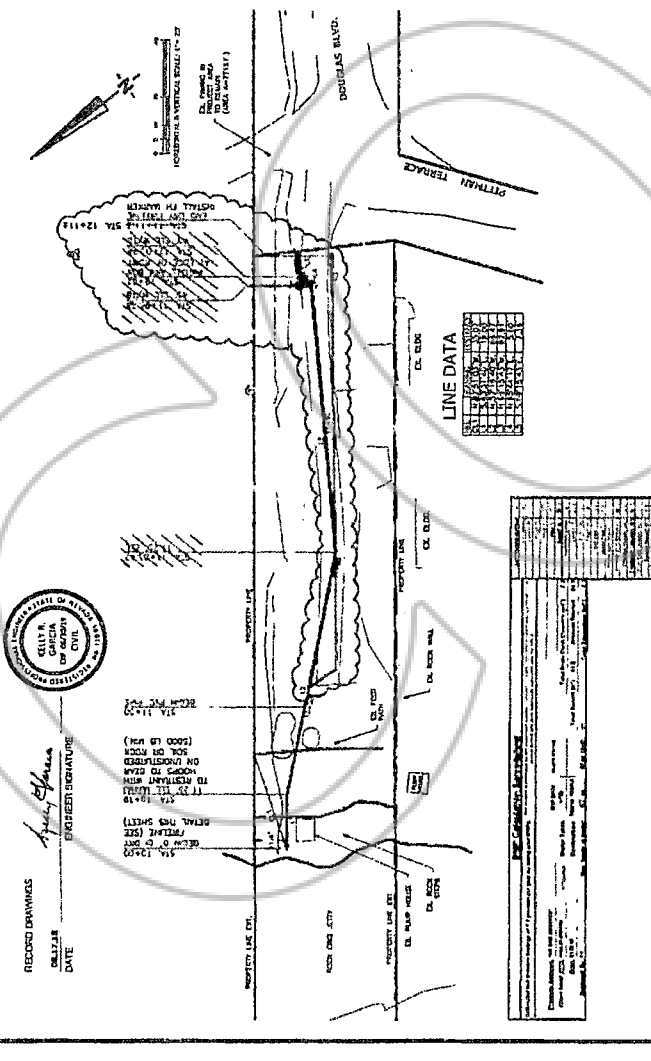
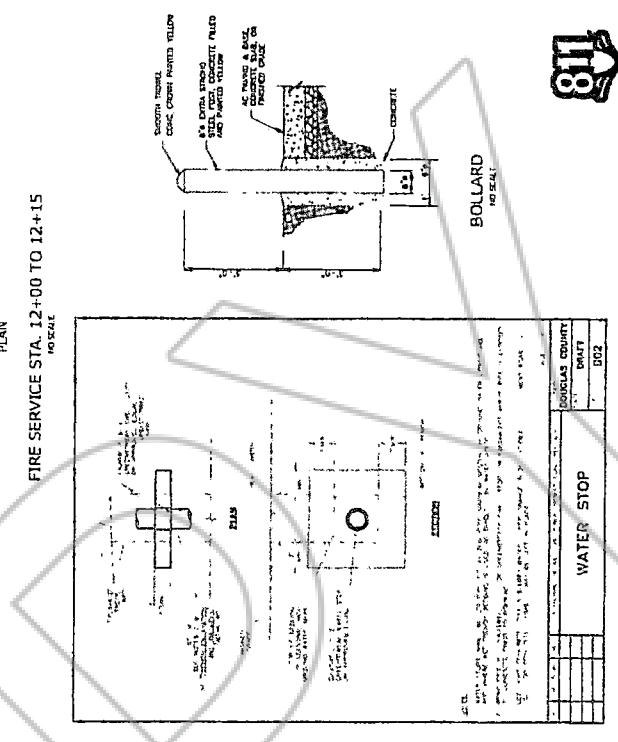
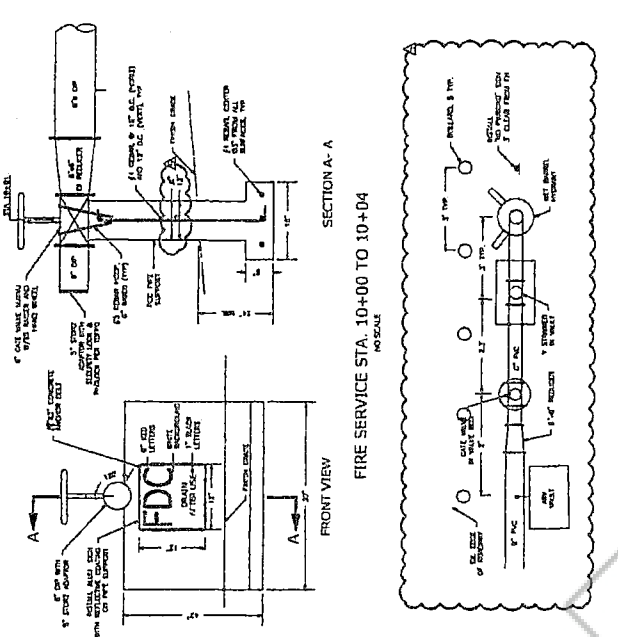
JEFFREY A. KRELLMAN
11100 S. SANDY SPRING BLVD.
LAS VEGAS, NV 89135

Pitman Terrace Fire Service
 APN 1418-27-210-004
 Plan and Profile Sheet

REVISIONS
 A CO 03 REVIEW 05 15 17
 B CO 03 HIGH COVER 10 26 17
 C TANK PERMIT H&G 03 09 18
 D A/C/D/D DRAWINGS 08 12 18

DATE: 08 12 18
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO: [Number]
 SHEET NO: [Number]

ROI
 Resources & Environmental Services
 Engineering • Surveying • Water Rights
 Resources & Environmental Services
 715 2nd Street, Suite 411
 Carson City, NV 89401
 775.683.1500
 www.ROI-nv.com



RECORD DRAWINGS
 DATE: 08/12/18
 ENGINEER SIGNATURE: Silvia Garcia
 PROJECT NO: 1418-27-210-004
 SHEET NO: C3

PROFILES

STATION	ELEVATION	DESCRIPTION
10+00	11.20	START OF GRADE
10+04	11.20	END OF GRADE
12+00	11.20	START OF GRADE
12+15	11.20	END OF GRADE

12+15

11+75

10+35

COPY

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

12th day of August, 2021

By Charisa Balda Deputy