

LINCOLN COUNTY, NV

2020-158661

Rec:\$37.00

Total:\$37.00

06/23/2020 08:55 AM

BONNIE R. JACOBSEN

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OFFICIAL RECORD
AMY ELMER, RECORDER

Shared Water and Sewer Agreement

This document is being re-recorded to correct the notary part of saying Richard M. Richards to
Larry M. Richards.

COPY

When recorded mail to:

Patrick A Yeager

PO Box 461, Pioche, NV 89043

Larry M Richards

PO Box 744, Pioche, Nv 89043

APN

001-091-04

001-091-05



00005108202001586580070072

OFFICIAL RECORD
AMY ELMER, RECORDER**Shared Water and Sewer Agreement**

This Agreement, made and entered into this 21st day of June 2020 by and between Patrick A Yeager, who resides at 681 McCannon Street, Pioche, NV 89043, hereinafter referred to as the "supplying party", and Larry M Richards, who resides at 695 McCannon Street, Pioche, NV 89043, hereinafter referred to as the "supplied party":

WHEREAS, the supplying party is the owner of property located at 681 McCannon Street, Pioche, NV 89043, which property is hereinafter referred to as "Parcel 1" and is more fully described as follows: Legal Description from county records Assessor lot 6 Block 31 Subdivision Pioche Lincoln County Nevada.

WHEREAS, the supplied party is the owner of property located at 695 McCannon Street, Pioche, NV 89043, which property is hereinafter referred to as "Parcel 2" and is more fully described as follows: Legal Description from county records Assessor lot 10 Block 31 Subdivision Pioche Lincoln County Nevada.

WHEREAS, the undersigned parties deem it necessary to provide an agreement clarifying the use and payment of services supplied by Pioche Public Utilities, located at 1 Main Street, Pioche, NV 89043, together with any future company that may supply water and sewer service to the two properties.

WHEREAS, the water meter servicing the two properties is located upon the described property of supplying party; together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to both properties connected to the said water distribution system; and

WHEREAS, it is the intention and purpose of the undersigned parties that the water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the water distribution system for the benefit of present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the sewer main servicing the two properties is located upon the described property of supplying party; together with sewer collection facilities, hereinafter referred to as "sewer collection system", for the purpose of collecting sewer from both properties connected to the said sewer collection system; and

WHEREAS, it is the intention and purpose of the undersigned parties that the sewer collection system shall be used and operated to provide an adequate collection of sewer for each of the properties connected thereto, for the domestic use of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the sewer collection system for the benefit of present and future owners, their heirs, successors and assigns of the properties connected thereto; and WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said water distribution and sewer collection systems. NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the water distribution system and sewer collection system situated on Parcel 1 shall be used by the parties to this Agreement, as well as by all future owners of said Parcels 1 and 2, upon the following terms and conditions:

1. That until this Agreement is terminated, as herein provided, the parties hereto (and their heirs, successors and assigns, for the exclusive benefit of the respective parcels of said real estate, and for the exclusive use of the households residing hereon), are hereby granted the right in common with the other parties to draw water from the water distribution system and collect sewer in the sewer collection system located on Parcel 1 for domestic use *excluding* the right to draw water to fill swimming pools of any type.
2. That the owners or residents of the dwelling located on Parcel 2, as of the date of this Agreement shall:
 - a. Pay or cause to be paid a monthly fee to the supplying party for the use of the water distribution system and the sewer collection system in the amount of 50% of the bill or invoice distributed by Pioche Public Utilities of Pioche, NV, on or before the 15th day of each month. In the event that such payment remains unpaid for a period of 90 days, the supplying party may terminate the supply of water to the supplied party until all arrearages in payment are received by the supplying party.
 - b. Pay or cause to be paid promptly, a proportionate share of all expenses for the maintenance and/or repair of the systems that may become necessary. Each respective share shall be determined by dividing the amount of each expense by two, it being understood that the supplying party and the supplied party shall pay an amount equal to one half of the total of such necessary repair or replacement.
3. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for systems operations, maintenance, replacement, improvements, inspections or testing, damaged as a result of a repair of the water distribution or sewer collection systems will be borne by the owner of the affected parcel.
4. That each of the parties hereby agrees that they will promptly repair, maintain, and replace all water and sewer pipes or mains serving their respective dwellings.
5. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditure for system maintenance, replacement, or improvement, except in emergency situations.
6. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the water distribution system and the sewer collection system.
7. That only those parcels of real estate hereinabove described, and the dwellings located thereon shall be permitted to receive water from the water distribution system and collect sewer to the sewer collection system.

8. Each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the water distribution system.
9. Each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to collect, to connect to, or in any way use the sewer collection system.
10. Each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons to connect to the pipes or mains serving his/her respective parcel.
11. That upon the availability of and/or choice of the supplied party to obtain other source of water and sewer service, it is contemplated that a reasonable amount of time shall be allowed to effectuate the necessary connections to the new source.
12. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.
13. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select an arbitrator and both arbitrators shall select a third. The third arbitrator so selected shall arbitrate said debate. The arbitrators shall be governed by the rules of the American Arbitration Association in full force and effect.

This document contains the full and complete Agreement between the parties.

Patrick A Yeager – Supplying Party

Patrick A. Yeager

Date

6-21-20

Larry M Richards – Supplied Party

Larry M Richards

Date

6/21/20

NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

COUNTY OF Lincoln

This instrument was acknowledged before me on 10-21-2020

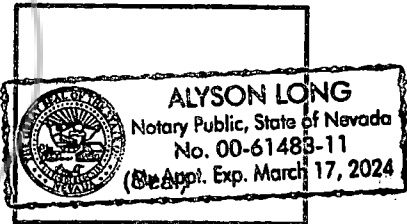
(date) by Larry M. Richards (Name of person).

Alyson Long

Notary Public Signature

Print Alyson Long

Title Notary Public



NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

COUNTY OF Lincoln

This instrument was acknowledged before me on 11-21-2020

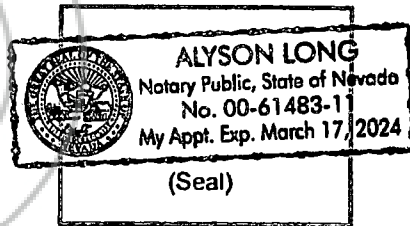
(date) by Patrick A. Yeager (name of person).

Alyson Long

Notary Public Signature

Print Alyson Long

Title Notary Public



Parcel #: **001-091-04** Address: **681 McCannon ST** Census Tract: **950100**
 TN-RG-SE: -- PropCity: **Pioche** Zip Code: **89043-2560**
 Tot Value: **\$11,747** Land Use: **Sfr**
 GEO ID: --

Assessor Description
 File-Page: Subdivision: **Town/Pioche**
 Assr Lot: **6** Block: **31** Area: Bldg: Unit: Tract:
 Assr Desc: **LARRY RICHARDS, JUDIE R RICHARDS & DARBY PORTER RECORD OF SURVERY AND BOUNDARY LINE
 ADJUSTMENT DATED 08/08/2018 DOC # 2018-155059**

Owner & Doc Information
 Owner Name: **Patrick Yeager** DOC DATE: **05/15/2019** DOC NUMBER: **156253** DV:
 2nd Owner:
 Address: **PO Box 461 - Pioche** State: **NV** Zip Code: **89043**
 City: **Pioche** State: **NV** Zip Code: **89043**
 Prev Owner: **Richards Larry**

Land & Building Information
 Land Value: **\$5,880** Impr Value: **\$27,683** Schools: **Lincoln County**
 FrontxDpth: Topography: Cost Class:
 Acres: **0.130** Act Yr Blt: **1890** Foundation: **Concrete** Zoning:
 Lot SqFt: **5,662** Eff Yr Blt: Basement: Tot Rooms:
 # of Buildings: **1** Construction: Garage Cap: Bathrooms: **1**
 Type Style: Ext Wall: **Wood Siding** Garage Type: Full Baths: **1**
 Stories: **1.00** Flooring: Parking Sp: Half Baths:
 Roof Matrl: **Asphalt** Heat Systm: Pool YN: Fireplace YN:
 Roof Type: **Gable** Air Cond: Porch: Fireplaces:

Property Sub-Areas SqFt
 Living Area: **1,282** First Flr: Porch 1: Grg/Prkg:
 Building Sq Ft: **1,282** Second Flr: Porch 2: Carport:
 Total Bldg: **1,282** Upper Area Sq Ft: Deck:
 Prim Addition: Basement Area: 2nd Patio/Deck:
 Above Grade: **1,282** Basement F: Basement U:

Sales Information
 PRICE DATE DEED TYPE
 County: \$88,000 05/04/19 Rerecorded Deed
 \$88,000 05/04/19 Rerecorded Deed
 \$88,000 05/04/19 Bargain & Sale Deed
 \$88,000 05/04/19 Bargain & Sale Deed
 \$35,000 08/11/10 Quit Claim Deed
 \$35,000 Deed (Reg)

Tax & Assessment

	TOTAL TAX	TAX YEAR	TOTAL ASSD	IMPRV	LAND	ASSD YEAR	EXEMPTION
Curr:	\$326.69	2019	\$11,747	\$9,689	\$2,058	2019	
Prev:	\$319.08	2018	\$11,188	\$9,228	\$1,960	2018	
	\$310.76	2017	\$11,097	\$9,137	\$1,960	2017	

Delinq: Tot SA Bal:

INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED

LVR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED. IT IS A VIOLATION TO PROVIDE DETAIL PRINTOUTS TO A CUSTOMER/CLIENT.

Tax Property Tax - One Page

Property		
Parcel #: 001-091-05	Address: 695 McCannon ST	Census Tract: 950100
TN-RG-SE: --	PropCity: Pioche	Zip Code: 89043
Tot Value: \$31,201	Land Use: Sfr	
GEO ID: --		

Assessor Description				
File-Page:	Subdivision: Town/Pioche	Bldg:	Unit:	Tract:
Assr Lot: 10	Block: 31	Area:		
Assr Desc: RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT LARRY RICHARDS, JUDIE R RICHARDS AND DARBY PORTER DATED 08/08/2018 DOC 2018-155059				

Owner & Doc Information			
Owner Name: Larry Richards	DOC DATE: 08/01/1995	DOC NUMBER: 114-578	DV: JT
2nd Owner:			
Address: PO Box 744 -			
City: Pioche State: NV Zip Code: 89043			
Prev Owner: Conner Margaret H			

Land & Building Information			
Land Value: \$2,757	Impr Value: \$86,389	Cost Class:	Schools: Lincoln County
FrontxDpth:	Topography:	Foundation:	Zoning:
Acres: 0.104	Act Yr Blt: 2006	Basement:	Tot Rooms:
Lot SqFt: 4,547	Eff Yr Blt:	Garage Cap:	Bedrooms:
# of Buildings: 1	Construction:	Garage Type: Attached Garage	Bathrooms:
Type Style:	Ext Wall:	Parking Sp:	Full Baths:
Stories:	Flooring:	Pool YN:	Half Baths:
Roof Matrl:	Heat System:	Porch:	Fireplace YN:
Roof Type:	Air Cond:		Fireplaces:

Property Sub-Areas SqFt			
Living Area: 768	First Flr:	Porch 1:	Grg/Prkg: 768
Building Sq Ft: 768	Second Flr:	Porch 2:	Carport:
Total Bldg: 1,536	Upper Area Sq Ft:	Deck:	
Prim Addition:	Basement Area:	2nd Patio/Deck:	
Above Grade: 768	Basement F:	Basement U:	

Sales Information		
County:	PRICE: \$35,000	DATE: 08/11/10
		DEED TYPE: Quit Claim Deed
		Deed (Reg)

Tax & Assessment							
	TOTAL TAX	TAX YEAR	TOTAL ASSD	IMPRV	LAND	ASSD YEAR	EXEMPTION
Curr:	\$1,047.18	2019	\$31,201	\$30,236	\$965	2019	
Prev:	\$1,017.99	2018	\$30,133	\$29,214	\$919	2018	
	\$1,019.80	2017	\$30,280	\$29,361	\$919	2017	

Delinq: _____ Tot SA Bal: _____

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