

NF  
Comm Dev  
Lynda Teglia

FILED

2000.034

**'00 MAR -9 A1 44 CONSTRUCTION AGREEMENT FOR  
EXTENDING SEWER MAIN**

BARBARA REED  
CLERK

BY [Signature] This construction agreement is made this 2ND day of MARCH, 2000,

between Douglas County (County), a political subdivision of the State of Nevada, and Mike Bray (Developer).

**Recitals**

Developer is a private developer that plans to construct a sewer line extension and any related appurtenances in connection with a subdivision development. The County is the owner of the North Valley Wastewater Treatment Plant and interested in extending the line for future development in the service area. Pursuant to NRS 338.0115, the competitive bidding provisions of chapters 332, 338 and 339 of NRS do not apply to this contract.

Developer is responsible for paying all the initial construction costs of the project but will receive a monetary contribution or refund from Douglas County for a portion of the costs of the project. The project is a phased project and this agreement is to cover the County's portion of the cost of construction of the sewer line in all phases until completed.

Based on the consideration of the promises contained in this agreement the parties agree to the following:

**Article 1**

**Developer Responsibilities**

1.1 Developer agrees to extend the sewer main shown in Exhibit A from the intersection of Downs Drive and Stewart Avenue to a point on Fuller Avenue.

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1.2 Developer agrees to pay for all engineering, permitting, trenching, materials, and construction costs (including change orders and unforeseen costs) for the installation of the sewer main and advise the County of the actual cost for the extension of the sewer main.

1.3 Developer will construct the sewer main in the first phase of the subdivision and after it is completed agrees to dedicate the sewer main to the County.

## **Article 2**

### **Douglas County Responsibilities**

2.1 The County agrees to refund its portion of the cost to Developer in the form of 6 EDU's at the North Valley Waste Water Treatment Plant for use on parcels within the subdivision, as long as the cost of the improvements are equal or greater to the cost of the EDU's, within 30 days of completion and approval by the County of sewer line.

## **Article 3**

### **General Provisions**

3.1 The term of this agreement commences on the date approved by the county and the developer and ends at the end of the warrantee period for the improvements.

3.2 All notices, requests, or approvals required or permitted to be given under this contract must be in writing and must be sent by hand delivery, overnight carrier, or by U.S. Mail postage prepaid to the following:

Developer: Mike Bray  
P.O.Box 2436  
Minden, NV 89423

County: Robert Nunes, P.E.  
Community Development  
P.O.Box 218  
Minden, NV 89423

3.3 This agreement contains the entire agreement between the 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.

3.4 Developer agrees to indemnify and hold harmless the county, its officials, employees, agents and authorized representatives from any and all claims and causes of action or liability arising from the performance of this agreement.

3.5 This agreement shall bind and inure to the benefit of the respective successors and any assigns to the parties.

3.6 This agreement is made in and shall be construed and governed by the laws of the State of Nevada.

Developer

County

By: Mike Bray  
Mike Bray, Developer

By: Daniel C. Holler  
Daniel C. Holler, County Manager

Approved as to content.

By: [Signature]  
Community Development Director

Approved as to form.

By: [Signature]  
Deputy District Attorney



BRANDI ROSE WAY

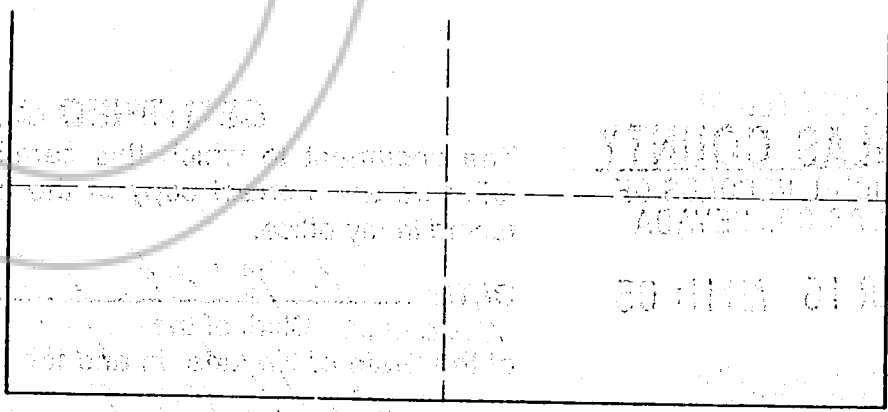
NOT TO SCALE

N 00°02'13" E 272.25'  
N 00°02'13" E 270.00'  
N 00°02'13" E 280.00'  
N 00°02'13" E 260.00'  
N 00°02'13" E 245.00'  
N 00°02'13" E 291.04'

FULLER

AVENUE

STEWART DRIVE



N 89°56'47" E 300.00'  
N 89°56'47" E 165.00'  
N 89°56'47" E 203.30'

DOWNS

DRIVE

0487995

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EXHIBIT A

REQUESTED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 MAR 16 AM 11:05

LINDA SLATER  
RECORDER

\$ 0 PAID 10 DEPUTY

**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: March 15, 2000

B. REED Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Carol Mullock

Deputy

**SEAL**

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