

**AGREEMENT FOR CONSTRUCTION  
OUTSIDE RIGHT-OF-WAY**

THIS AGREEMENT, entered into this 12<sup>th</sup> day of JUNE, 2001, by and between Zephyr Cove Property Owners' Association, Inc., a Nevada non-profit corporation, hereinafter referred to as the ASSOCIATION, and the Zephyr Cove General Improvement District, hereinafter referred to as DISTRICT.

**WITNESSETH:**

WHEREAS, the DISTRICT proposes to install trench former, an infiltration vault and associated pavement patching on the beach access path northwest of the intersection of Lincoln Highway and Foothill Drive in Douglas County, State of Nevada, Zephyr Cove Water Quality Improvement Project; and install a storm drain pipe, an infiltration vault and associated pavement patching on the beach access west of the intersection of Lincoln Highway and Church Street in Douglas County, State of Nevada, Zephyr Cove Water Quality Improvement Project.

The said Foothill Drive and Church Street beach access paths are also known, respectively, as Lot 6-A (APN 5-081-060) and Lot 1-A (APN 5-081-050), Block A, as delineated in that certain map entitled "Amended Map of Zephyr Cove Property in Section 10, T. 13 N., R. 18E." filed for record on August 5, 1929 in the office of the County Recorder, Douglas County, State of Nevada.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

**DISTRICT AGREES:**

1. To construct, or have constructed a storm drain pipe, two infiltration vaults, trench former and associated pavement patching. Said construction to be as more particularly depicted and delineated on the sketches attached hereto, made a part hereof by reference and designated as Exhibit "A" and Exhibit "B", said construction is to be accomplished under Zephyr Cove Water Quality Improvement Project.
2. To leave that portion of said tract of land upon which entry is required in a neat and presentable condition as existed prior to such entry, with all fences, structures and other property belonging to the ASSOCIATION, which the DISTRICT may find it necessary to remove or relocate in order to construct or reconstruct said structures and other property replaced as nearly in their original condition and position as is reasonably possible.

ASSOCIATION AGREES:

1. To grant permission to the DISTRICT, and to its authorized Agents and Contractors, for entry upon the ASSOCIATION's land described as beach access paths for the purpose herein stated.

IT IS MUTUALLY AGREED:

1. DISTRICT will be responsible for all the normal and customary long term maintenance, repair and replacement of the improvements, which are to be constructed pursuant to this Agreement.

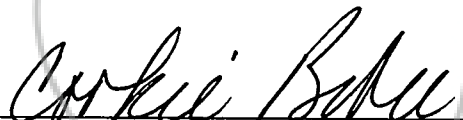
2. DISTRICT warrants that improvements contemplated by this Agreement were designed by a professional engineer licensed in the State of Nevada and will be constructed by professional contractors licensed in the State of Nevada. Any damage to roadways, subsurface ground or appurtenant structures or features of the ASSOCIATION's property caused by or related to the design, construction, placement or operation of such improvements shall be repaired and replaced at the sole cost and expense of the DISTRICT; provided, however, the DISTRICT, shall not have to maintain, repair or replace any part of such drainage facilities, roadways or appurtenant structures or features which have been damaged solely by acts or omissions of the ASSOCIATION, its agents or employees.


3. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.


4. This agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding unless endorsed hereon in writing.

5. All Engineer's Stationing is approximate and subject to slight adjustment as necessary to meet construction requirements.

6. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

  
Cookie Bible  
Zephyr Cove GID President 6-26-01

  
Edward W. Thronson  
Zephyr Cove POA, Inc. President

  
EVE ANN MCKNIGHT  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No: 96-1174-2 - Expires February 14, 2004 6-26-01

STATE OF CALIFORNIA )  
 ) SS.  
County of SONOMA )

On June 12, 2001 before me Regina L. Skoog personally  
appeared Edward W. Throaldson

personally known to me ( or proved to me on the basis of satisfactory evidence)  
to be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed  
the instrument.

WITNESS my hand and official seal.

Signature Regina L. Skoog (Seal)

Notary Public in and for said County and State



Return to :

Cookie Bible  
PO Box 981 ZCGHD  
Zephyr Cove, NV 89448

REQUESTED BY  
Ross Swickard  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2001 JUL -6 AM 9:45

LINDA SLATER  
RECORDER

\$ 9.00 PAID ka DEPUTY

0517749

BK0701PG0993