

N.F.
Airport

APPROVED 6/6/02 ITEM #10
DOUGLAS COUNTY COMMISSIONERS

FILED

2002.167

**Agreement for the Construction or the Extension of Public Utilities
at the Minden Tahoe Airport**

JUN 26 A10 :16

This construction agreement is made this 6th day of June, 2002, between Minden Tahoe Airport, (Airport), by the airport manger, Douglas County (County), by the Board of County Commissioners, a political subdivision of the State of Nevada, and Wild Goose Ltd., (Tenant).

[Signature]
DEPUTY

Preamble

Tenant is a private developer at the Airport that plans to construct or that has constructed utilities, including water and sewer line extensions, sewer lift station, conduit for electrical power and phone, storm drainage, and any related appurtenances, in connection with and for the benefit of a leasehold on the Airport. In the lease between Douglas County and Wild Goose Ltd., recorded as document 0501580, book 1000, pages 3259-3284, the County has agreed to credit certain costs to construct these improvements against the monthly rent for up to ten years. The county is interested in the location and sizing of utilities including water and sewer lines, electrical power, phone lines and storm drainage and making sure that these utility improvements are available for future development in the area. Pursuant to NRS 338.0115, the provisions of chapters 332, 338 and 339 of NRS do not apply to this contract.

Tenant is responsible for paying all the initial construction costs of the project but will receive a reimbursement from Douglas County for the costs of the project. The parties have agreed that rather than use the rent refund provisions of the lease the County will reimburse the full cost of the improvements after their acceptance.

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

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[Signature]

to the following:

Article 1

Tenant Responsibilities

1.1 Tenant agrees to install the water and sewer mains, sewer lift station, conduit for phone and power lines, and storm drainage shown in Exhibit A and be reimbursed for the amount of \$80,733.97 by the County as follows:

1.11 Cost of sewer main and lift station improvements of \$26,754..

1.12 Cost of water main and utility improvements of \$22,653.

1.13 Cost of storm drain improvements of \$21,030.

1.14 Engineering costs of \$10,296.97.

1.2 Tenant agrees to pay for all engineering, trenching, and construction costs (including change orders and unforeseen costs) for the construction of the improvements.

1.3 Tenant agrees to receive payment after construction is completed and the improvements have been inspected and accepted by the Douglas County and the Airport Manager.

Article 2

Douglas County Responsibilities

2.1 Douglas County agrees to reimburse the cost of constructing, or any increase in the size of, the water and sewer mains, sewer lift station, power conduit and storm drainage for future development in the area. The County also agrees to reimburse Tenant the amount of engineering costs. The County agrees to pay its portion of the cost to Tenant within 30 days of completion

and approval the County and the Airport Manager of the improvements.

Article 3

General Provisions

3.1 The term of this agreement commences on the date approved by the Airport Manager, the Board, and the Tenant and terminates at the end of the warrantee period for the improvements.

3.2 The parties agree to amend the lease to remove the refund of the cost of improvements as a credit against the rent and include this agreement as an Exhibit.

3.3 This agreement contains the entire agreement between the parties relating to the subject matter of reimbursement for the construction of utility improvements under the lease 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 Tenant agrees to indemnify and hold harmless the county, their 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 enure 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.



Tenant

County

Wild Goose Ltd.

Minden Tahoe Airport

By: Robert H. Brown
Robert H. Brown, Sr.
President

By: Jim Braswell
Jim Braswell
Airport Manager-Operational
Services Manger

Approved as to form.

By: Robert J. Morris
Deputy District Attorney

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

2002 JUN 27 AM 9: 58

LINDA SLATER
RECORDER

5.00 PAID KA 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: June 26 2002
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By: Chloe M. Mullock Deputy

SEAL

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