

NF
Comm Dev
Lynda Teglia

FILED
2002.190
'02 JUL 23 P 4:03

**Agreement for Construction of Oversized Water and Sewer Mains
and Regional Water Tank**

DEPUTY
[Signature]
DEPUTY

This construction agreement is made this 6 day of JUNE, 200²,
between Douglas County (County), a political subdivision of the State of Nevada, and Syncom
Homes, Inc., the Developer.

PREAMBLE

Developer is a private developer that plans to construct or that has constructed
water and sewer line extensions and any related appurtenances in connection with a subdivision
development. The county is interested in oversizing the water and sewer lines and a regional
water tank 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.

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 oversize the water main and sewer mains (shown in

Exhibit A) as follows:

1.11 Oversize the water line from 8" to 10" on Johnson Lane, East Valley Road and Chiquita Drive at a cost of \$44,187.80.

1.12 Oversize the water line from 10" to 16" on Chiquita Drive and 8" to 16" Fremont Drive and install a 16" water line on Fremont at a cost of \$54,460.36.

1.13 Oversize the water line from 10" to 12" to the tank at a cost of \$12,853.23.

1.14 Reimburse sewer construction at a cost of \$58,005.60. Payment for these improvements to be as credit for 10 residential sewer connection fees based on a rate of \$5800 per unit. The developer deposited with the county, \$71,820.00 for sewer capacity in accordance with Resolution 95R-039. This will be a credit of 12 residential sewer connections based on a rate of \$5800 per unit. (Total sewer credits = 22 units)

1.15 Add capacity to the regional water tank at a cost of \$50,000.

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

1.3 Developer will construct the project in phases consistent with the phases of the subdivision.

1.4 Developer agrees to receive payment after construction is completed and the improvements have been inspected and accepted by the County.

Article 2

Douglas County Responsibilities

2.1 Douglas County agrees to pay the cost of increasing the size of the water mains and sewer mains and adding capacity to the water tank in the amount of \$161,501.39. The County also agrees to pay Syncon the amount of \$23,660.00 (\$325 per acre foot x 72.8 acre feet) for the difference in the cost of water rights purchased from the private sector at \$1100 and the water rights purchased from the County at the rate of \$1425 per acre foot. The County agrees to pay its portion of the cost to Developer within 30 days of completion and approval of the water or sewer improvements.

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:

Syncon Homes, Inc.
2221 Meridian Blvd.
Minden, Nevada 89423

County:

Bob Nunes, Director
Community Development
Post Office Box 218
Minden, Nevada 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, 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 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.

Syncon Homes, Inc., Developer

County

By: *Rose Sawyer*
Developer

By: *Donald H. Miner*
Donald H. Miner, Chairman
Board of County Commissioners

Approved as to content.

By: *Bob Nunes*
Bob Nunes, Director of Community Development

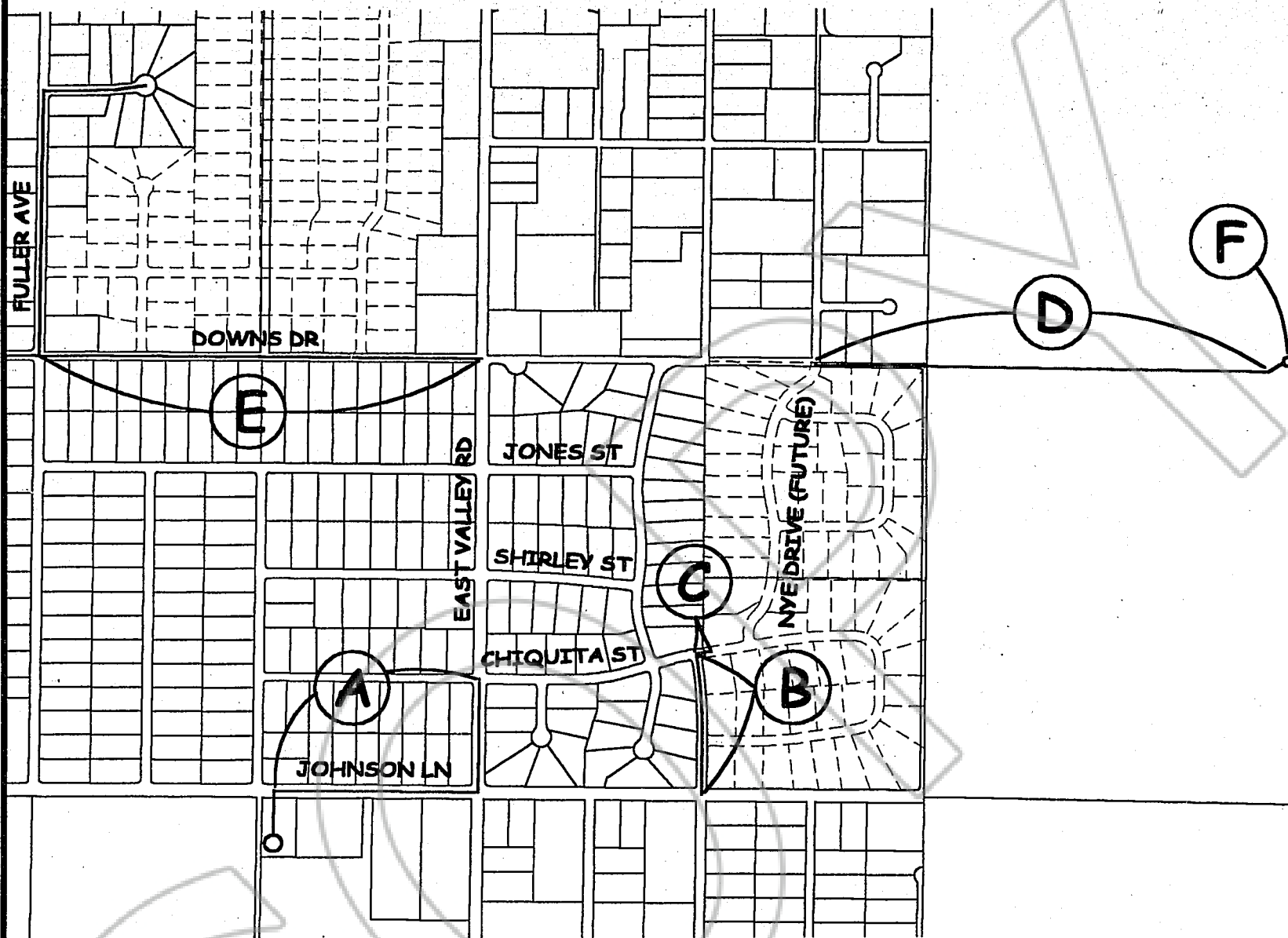
Approved as to form.

By: *BO Duff*
Deputy District Attorney

EXHIBIT "A"



NTS



KEY:

- A) 1.11 OVERSIZE WATERLINE FROM 8" TO 10"
- B) 1.12 OVERSIZE WATERLINE FROM 8" TO 16"
- C) 1.12 OVERSIZE WATERLINE FROM 10" TO 16"
- D) 1.13 OVERSIZE WATERLINE FROM 10" TO 12"
- E) 1.14 REIMBURSE OFF-SITE SEWER
- F) 1.15 ADD CAPACITY TO WATER TANK

DCCD

C:\DRAWINGS\CARL\SKYLINE RANCH REIMBURSEMENT

0547835

BK 0702 PG 07605

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

2002 JUL 24 AM 11:51

LINDA SLATER
RECORDER

\$ PAID K2 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: July 24, 2002
B. REED Clerk of the 94 Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

SEAL

05478357420

BK 0702 PG 07606 07016