

OFFICIAL RECORD

Requested By:

D C/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: APRIL 4, 2005

Recording Requested By:

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 4 Fee: 0.00
BK-0405 PG-01126 RPTT: 0.00



Name: LYNDA TEGLIA/COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2005.061

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

FILED

2005.061

Agreement for Construction of Oversized Water Mains

2005 APR -4 PM 4:19

This construction agreement is made this 25th day of March, 2005, between Douglas County (County), a political subdivision of the State of Nevada, and Kimberly Jean Hall Trust (Developer).

KIMBERLY REED
CLERK
Kimberly Reed

Preamble

Developer is a private developer that plans to construct water line extensions and all related appurtenances in connection with development of its properties. The County is interested in completing the water line extension and over-sizing the water line 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 initial construction costs of the project but will receive monetary contribution or a refund from Douglas County for a portion of the cost of the project.

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 provide a complete engineer-stamped design (drawings) based on information provided by the County and bid the project. The bid form will be structured to provide separate bid schedules for a 16/14" and a 24" pipe for the length of the proposed water line and related appurtenances to compute the cost of over sizing the water main.
- 1.2 Developer agrees to construct a 24" water main including all related appurtenances from Johnson Lane (Station 1+00) to the connection of the existing 24" water main at the Airport (Station 107+40), as shown on the attached exhibit.
- 1.3 Developer agrees to pay all permit fees, and provide all onsite inspection and materials testing services.
- 1.4 Developer agrees to receive payment after construction is completed and the improvements have been inspected and accepted by the County.
- 1.5 Developer agrees to have the contractor provide a one year warranty on the constructed improvements.



Article 2

Douglas County Responsibilities

- 2.1 Douglas County agrees to provide to developer the specifications and any existing design work for the Heybourne Road water line in its possession.
- 2.2 Douglas County agrees to accept ownership of the waterline and the appurtenances after completion and inspection and agrees that County's water utility will maintain the waterline as part of its water system.
- 2.3 Douglas County agrees to pay for over sizing the water line and related appurtenances from 16/14" to 24" from Johnson Lane (Station 1+00) to the southwest boundary of Developer's property (Station 54+13); and, agrees to pay for the construction of the 24" water line from the southwest boundary of Developer's property (Station 54+13) to the connection to the existing 24" water line at the Airport (Station 107+40).
- 2.3 The County agrees to pay its portion of the cost to the Developer within 30 days of completion and approval of the water line improvements.

Article 3

General Provisions

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

Developer: Kimberly Hall Schollmaier
1573 Butler Court
Gardnerville, NV 89410

County: Daniel C. Holler
County Manager
P.O. Box 218
Minden, NV 89423

- 3.2 This agreement contains the entire agreement between the parties relating to the subject matter. No change, amendment, alteration or modification of this agreement will be effective unless documented in writing and executed by both parties.



- 3.3 Developer agrees to indemnify and hold harmless the County, their officials, agents and authorized representatives from any and all claims and causes of action or liability arising from the performance of this agreement. The County will indemnify and hold harmless the Developer in connection with any claims alleging violation of public works bid law.
- 3.4 This agreement shall bind and inure to the benefit of the respective successors and any assigns to the parties.
- 3.5 This agreement is made in and shall be construed and governed by the laws of the State of Nevada.

County

By: Kelly D. Kite
 Kelly D. Kite, Chairman
 Board of County Commissioners

Developer

By: Kimberly Jean Hall Trust
 Kimberly Jean Hall Trust
 Kimberly Hall Schollmaier
 Trustee

Approved as to content:

By: Carl Ruschmeyer
 Carl Ruschmeyer, County Engineer

Approved as to form:

By: Robert J. Marin
 Deputy District Attorney

CERTIFIED COPY SEAL

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: April 4, 2005
B. Reed Clerk of the 9th Judicial District Court
 of the State of Nevada, in and for the County of Douglas.
 By Chris M. Mullock Deputy

