

**OFFICIAL RECORD**

Requested By:  
D C/COMMUNITY DEVELOPMENT

Douglas County - NV  
Werner Christen - Recorder

Page: 1 of 4 Fee: 0.00  
BK-0605 PG- 4027 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: JUNE 9, 2005

Recording Requested By:

Name: LYNDA TEGLIA/COMMUNITY DEVELOPMENT

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

AGREEMENT #2005-118  
(Title of Document)

FILED

NO. 2005-118

2005 JUN -9 AM 10: 28

**AGREEMENT**

This Agreement is made by and between Douglas County, a political subdivision of the State of Nevada, and Hidden Woods Homeowners Association.

SABBARA REED  
CLERK

*[Signature]*  
DEPUTY

**RECITALS**

WHEREAS, Douglas County is empowered under NRS 244.157 to exercise the powers available under NRS ch. 318; and

WHEREAS, NRS 318.135 authorizes construction of drainage facilities and NAC 321.340 authorizes grants of money from the Division of State Lands to Douglas County for erosion control projects in the Lake Tahoe Basin; and

WHEREAS, Douglas County has obtained a grant for the Hidden Woods Homeowners Association Erosion Control Project (Project), which provides that the responsibility for operation and maintenance of the Project property will be provided by Hidden Woods Homeowners Association in accordance with the terms and conditions of the Project grant;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. The term of this agreement shall commence upon approval of this agreement by the governing boards of both parties and shall continue for a period of twenty years, or until the expiration of the maintenance period for the project, whichever is later in time. During that time Hidden Woods Homeowners Association shall maintain its status and existence in good standing under the laws of Nevada.

2. The Hidden Woods Homeowners Association agrees that it will fully comply with all grant terms and conditions, including construction, monitoring, and maintenance requirements. The Hidden Woods Homeowners Association agrees that, should any of the terms of the Project not be



fulfilled by the Hidden Woods Homeowners Association and should repayment of or compliance with any Project funding or cost, including continuing maintenance costs, be required, the Hidden Woods Homeowners Association will fully and completely indemnify or reimburse the County, on its demand, for all repayment requirements and any other associated costs. The Hidden Woods Homeowners Association also agrees that the County may take any action necessary to protect the County, to recover costs of repayment, compliance, or any other action.

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

4. The illegality or invalidity of any provision or portion of this agreement shall not affect the validity of the remainder of the agreement.

5. This agreement constitutes the full and final agreement between the parties and shall not be modified except in writing and signed by both parties.

6. All written notices under this agreement shall be delivered to the following officials at the addresses stated:

County Manager  
Post Office Box 218  
Minden, Nevada 89423

The manager, board chairman, or resident agent for Hidden Woods Homeowners Association

7. This agreement may not be assigned except by writing signed by both parties and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

DOUGLAS COUNTY BOARD  
OF COUNTY COMMISSIONERS

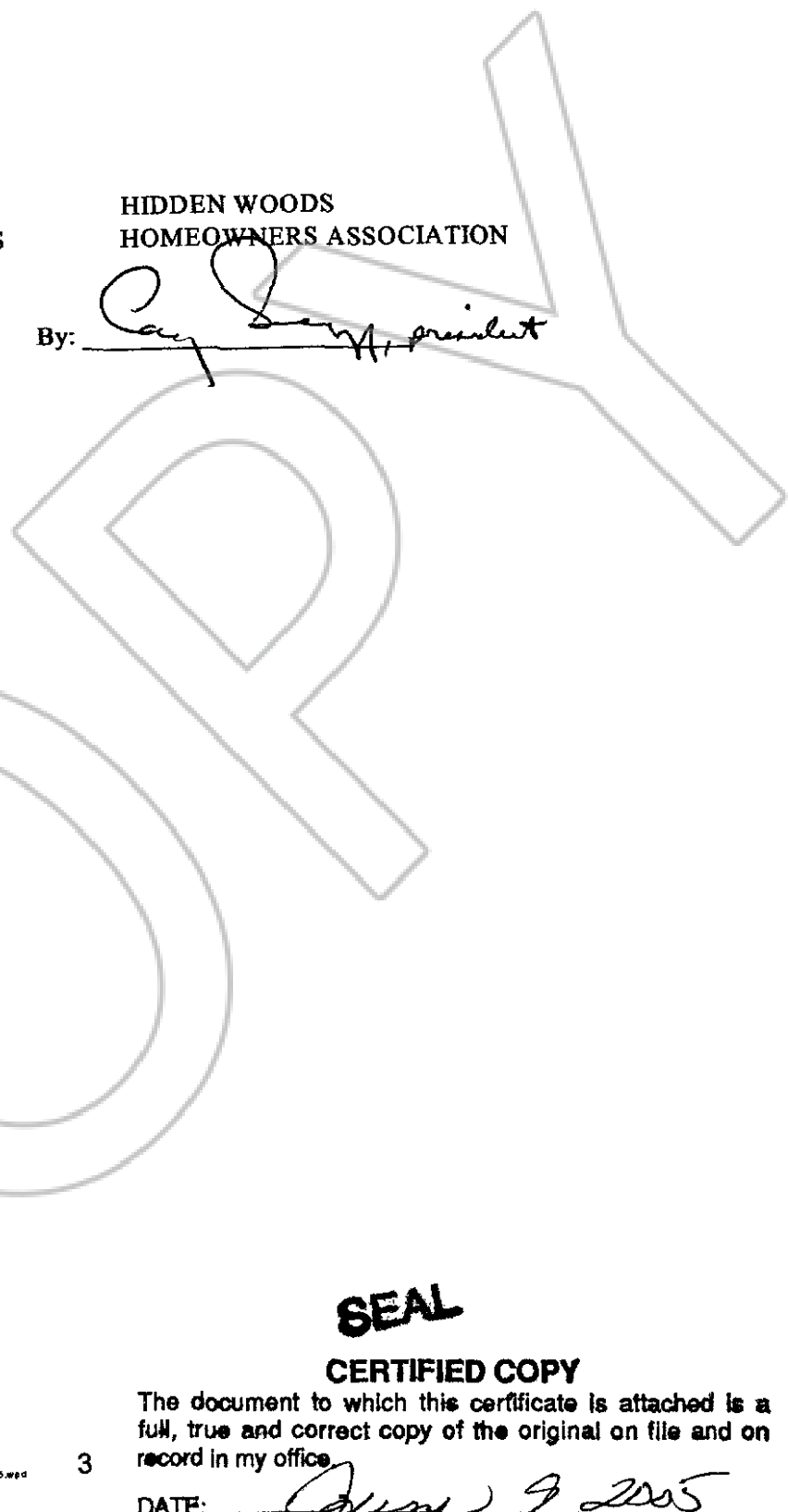
HIDDEN WOODS  
HOMEOWNERS ASSOCIATION

By: *Kelly D. [Signature]*  
Chairman

By: *Carly [Signature], president*

Approved as to form:

By: *N/A*  
Deputy District Attorney



**SEAL**

**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.

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DATE: *June 9 2005*  
*B. Reed* Clerk of the *9th* Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By: *[Signature]* Deputy

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BK- 0605  
PG- 4030