

OFFICIAL RECORD

Requested By:  
D C/COUNTY MANAGER

Assessor's Parcel Number: N/A

Date: MAY 26, 2006

Recording Requested By:

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 11 Fee: 0.00  
BK-0506 PG-10845 RPTT: 0.00



Name: COUNTY MANAGER'S OFFICE

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

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

Real Property Transfer Tax: \$ N/A

AGREEMENT #2006.096

(Title of Document)

FILED

NO. 2006.096

2006 MAY 26 AM 9:34

## INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this 20TH day of APRIL, 2006, by and between DOUGLAS COUNTY, Nevada, a political subdivision of the State of Nevada, hereinafter referred to as DOUGLAS; and CARSON CITY, Nevada, a consolidated municipality and political subdivision of the State of Nevada, hereinafter referred to as "CARSON".

### WITNESSETH

WHEREAS, the parties are authorized by Chapter 277 of the Nevada Revised Statutes to enter into Agreements to perform any governmental service, activity or undertaking which any one or more of the agencies are authorized by law to perform; and

WHEREAS, DOUGLAS has the authority to approve development of lands within the Clear Creek area of northern Douglas County; and

WHEREAS, approval of a development will require the construction of an access roadway from the development to U.S. Highway 50; and

WHEREAS, the roadway will be both within Douglas County and Carson City; and

WHEREAS, the roadway will primarily benefit the development, but will also benefit lands in Carson City; and

WHEREAS, the mutual cooperation between DOUGLAS and CARSON for the development of and maintenance of the roadway will benefit both parties.

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

1. DOUGLAS will maintain or cause the roadway to be maintained, including snow removal, at no cost to CARSON between the limits of Douglas County and U.S. Highway 50 right-of-way, upon completion of the roadway by the Developer, located in the approximate location shown on Exhibit A.
2. CARSON will review and approve construction plans submitted by the Developer and inspect construction of the roadway to insure it is constructed to CARSON standards.
3. DOUGLAS will provide review comments for construction plans submitted by Developer to CARSON to ensure the roadway meets DOUGLAS standards for maintenance.
4. Each respective party agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, NRS. ch. 41, from and against any liability

arising out of the performance of the agreement proximately caused by any act or omission of its own officers, agents, and employees.

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

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

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

8. 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

City Manager  
201 North Carson Street  
Carson City, Nevada 89701

9. This agreement may not be assigned except by an agreement in 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

By: *James J. Baulter*  
Chairman

Approved as to form:

By: *David W. Deffe*  
Deputy District Attorney

Attest:

By: *Barbara Beed*  
County Clerk

BY: *[Signature]*  
CLERK TO THE BOARD

CARSON CITY BOARD  
BOARD OF SUPERVISORS

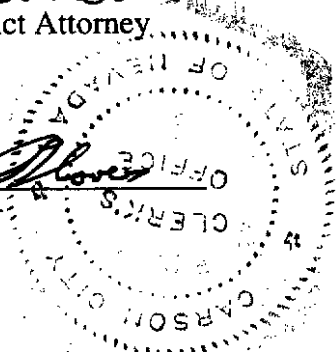
By: *Mar [Signature]*  
Mayor

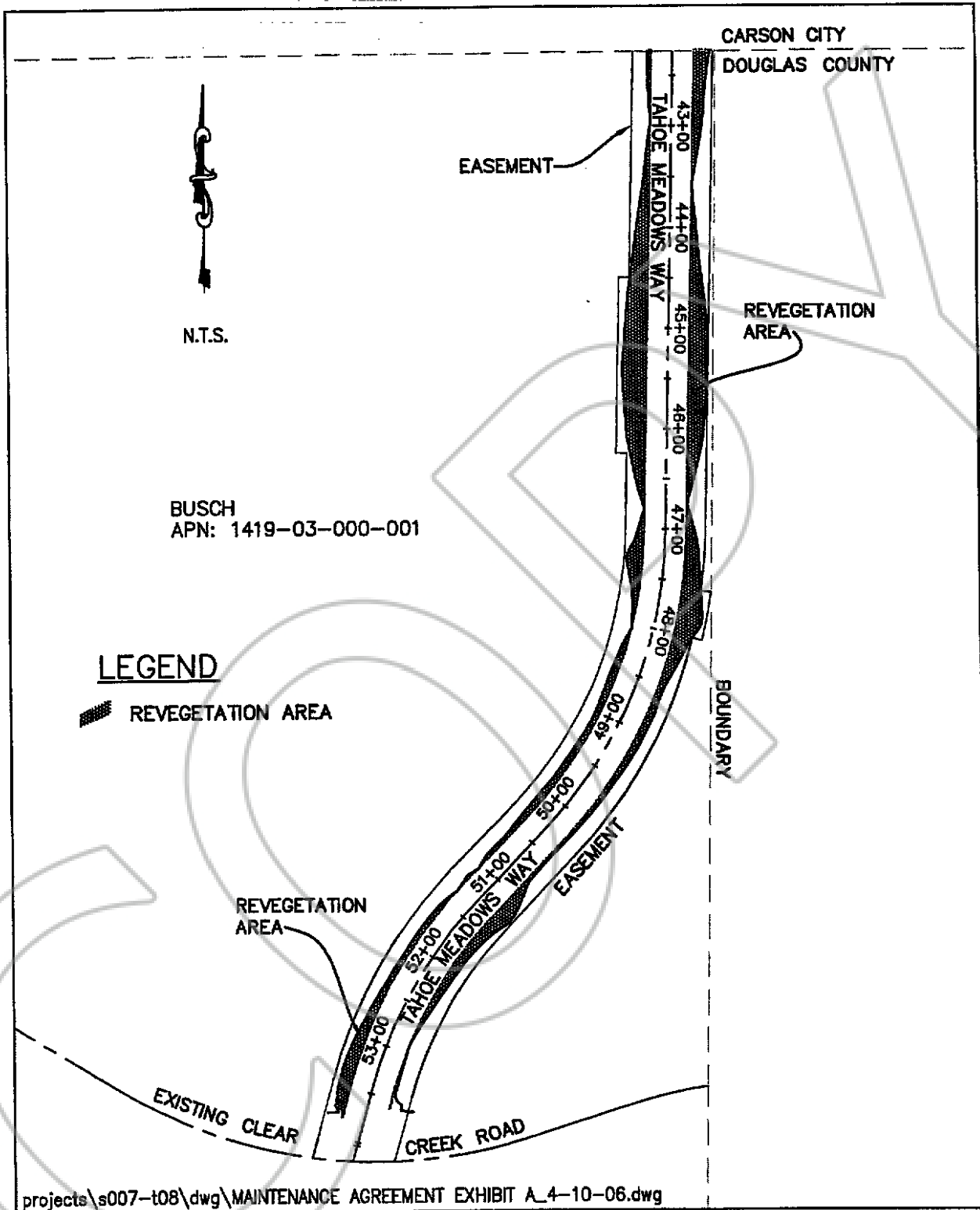
Approved as to form:

By: *Melanie Bukera*  
Deputy District Attorney

Attest:

By: *Alan [Signature]*  
Clerk/Recorder





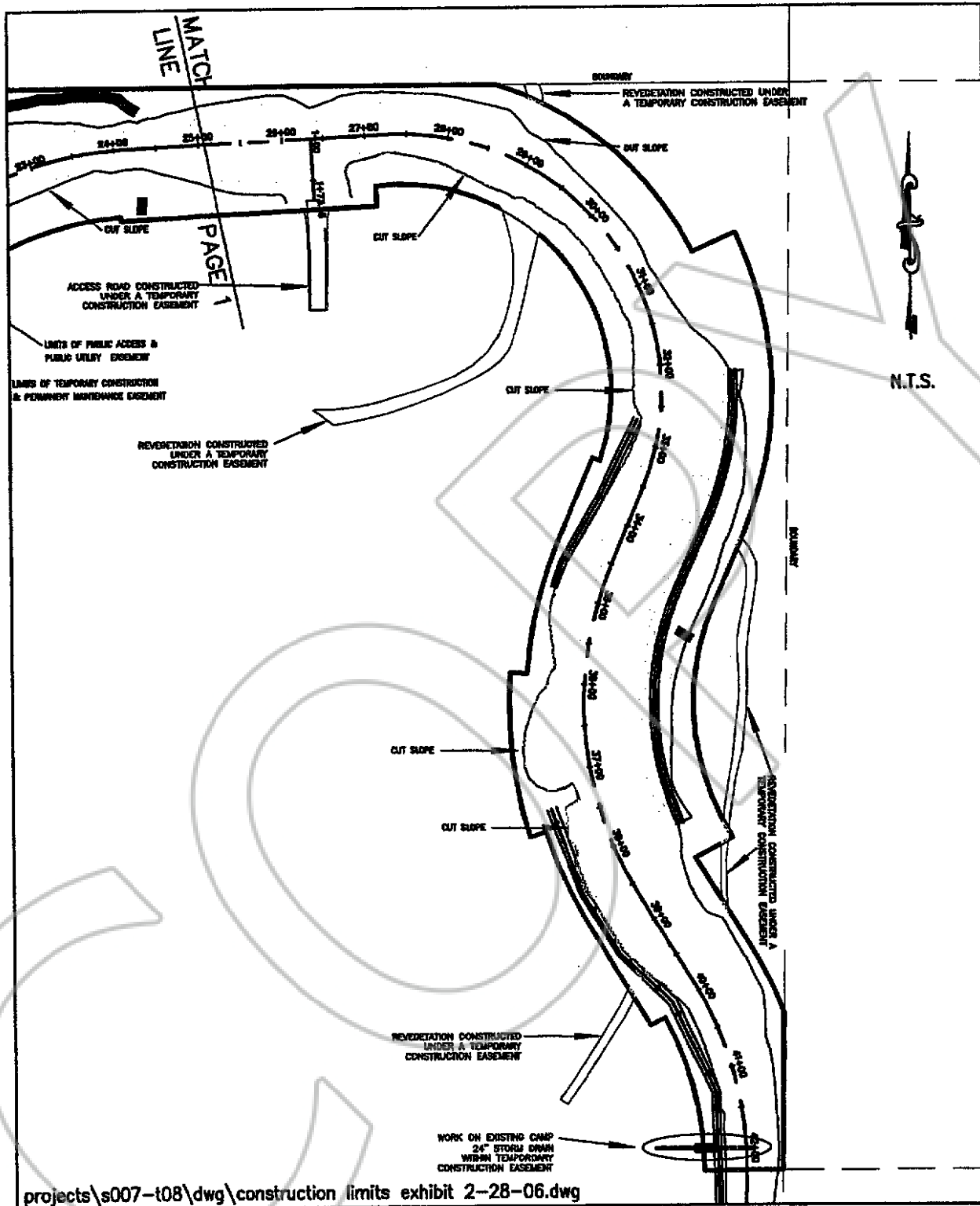
projects\s007-t08\dwg\MAINTENANCE AGREEMENT EXHIBIT A\_4-10-06.dwg

**TEC** CIVIL ENGINEERING CONSULTANTS  
 500 Damonle Ranch #1056 Reno, NV 89521  
 Ph. (775) 352-7800, Fax (775) 352-7829

**EXHIBIT "A" FOR MAINTENANCE AGREEMENT**

DATE: 4/10/06	SCALE: N.T.S.	PAGE 1 OF 1
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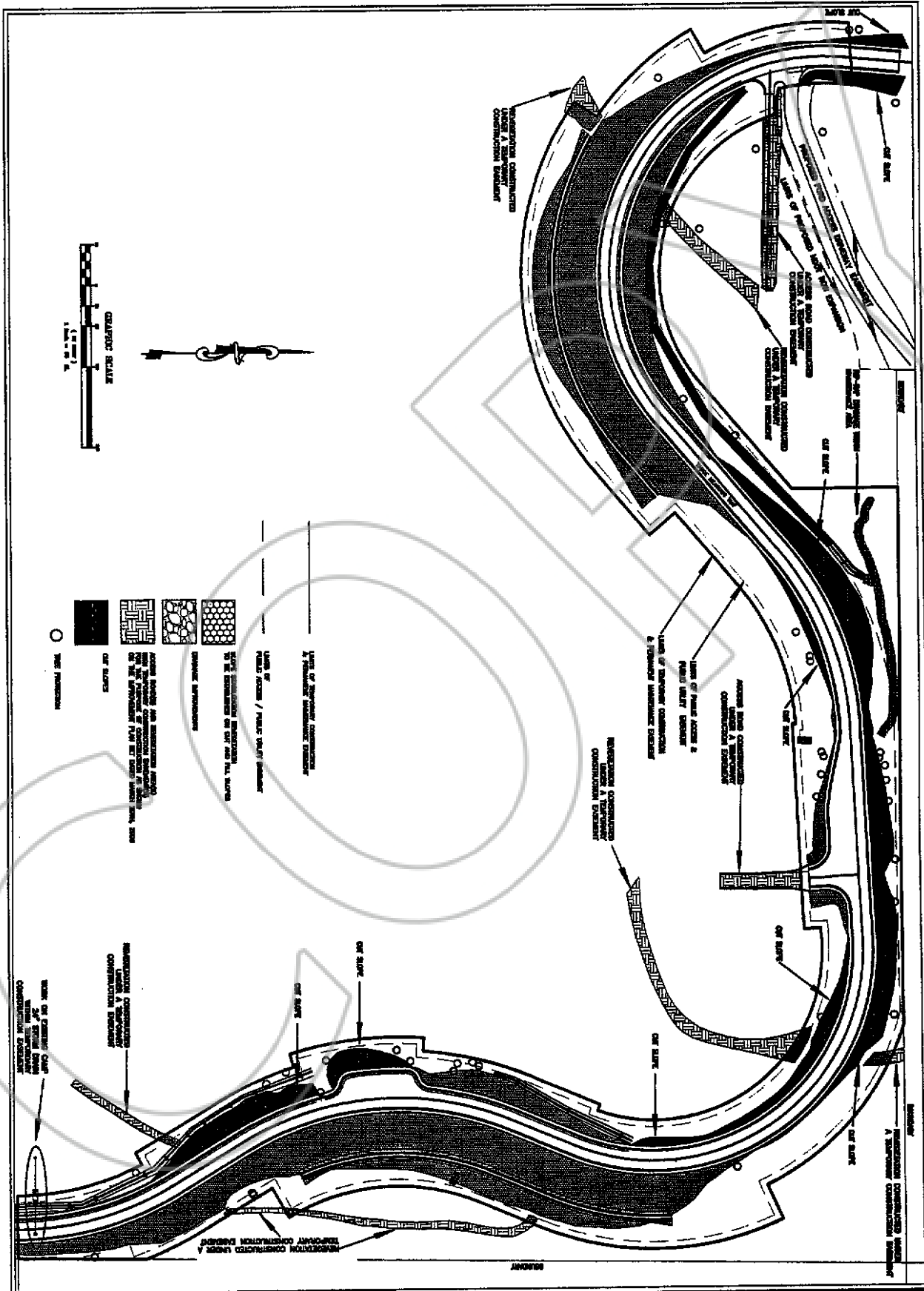


projects\s007-t08\dwg\construction limits exhibit 2-28-06.dwg

**TEC** CIVIL ENGINEERING CONSULTANTS  
 500 Osmontia Ranch #1058 Reno, NV 89521  
 Ph. (775) 352-7800, Fax (775) 352-7929

**EXHIBIT "A" FOR LEGAL DESCRIPTION**

DATE: 2/28/06	SCALE: N.T.S.	PAGE 2 OF 3
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NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	4/13/06
2	ISSUED FOR CONSTRUCTION	4/13/06
3	ISSUED FOR AS-BUILT	4/13/06
4	ISSUED FOR FINAL	4/13/06
5	ISSUED FOR RECORD	4/13/06

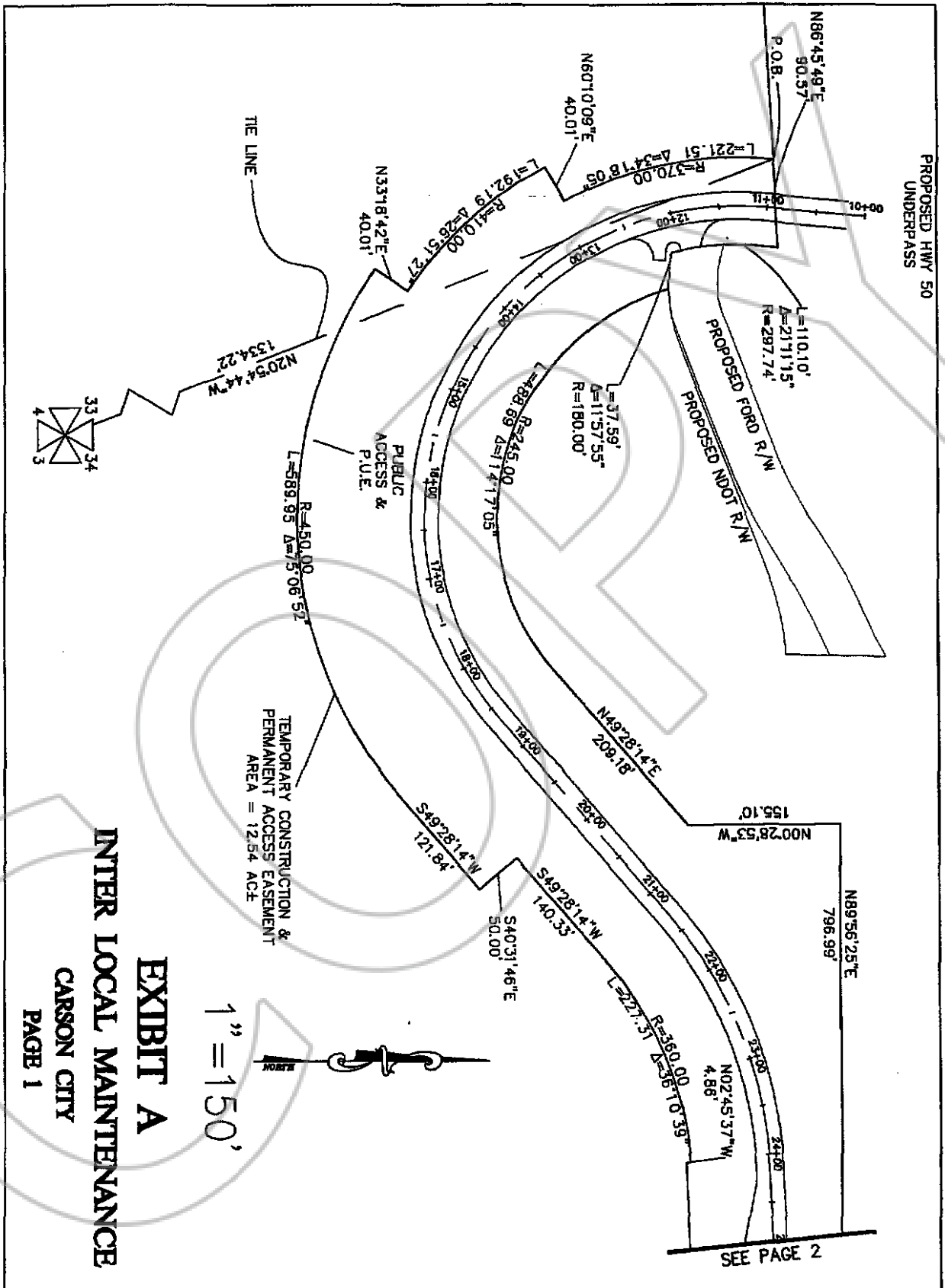
CARSON CITY  
EXHIBIT  
FOR  
TEMPORARY CONSTRUCTION &



DATE	DESCRIPTION	BY	CHK
4/13/06	ISSUED FOR PERMITTING	TEC	TEC
4/13/06	ISSUED FOR CONSTRUCTION	TEC	TEC
4/13/06	ISSUED FOR AS-BUILT	TEC	TEC
4/13/06	ISSUED FOR FINAL	TEC	TEC
4/13/06	ISSUED FOR RECORD	TEC	TEC

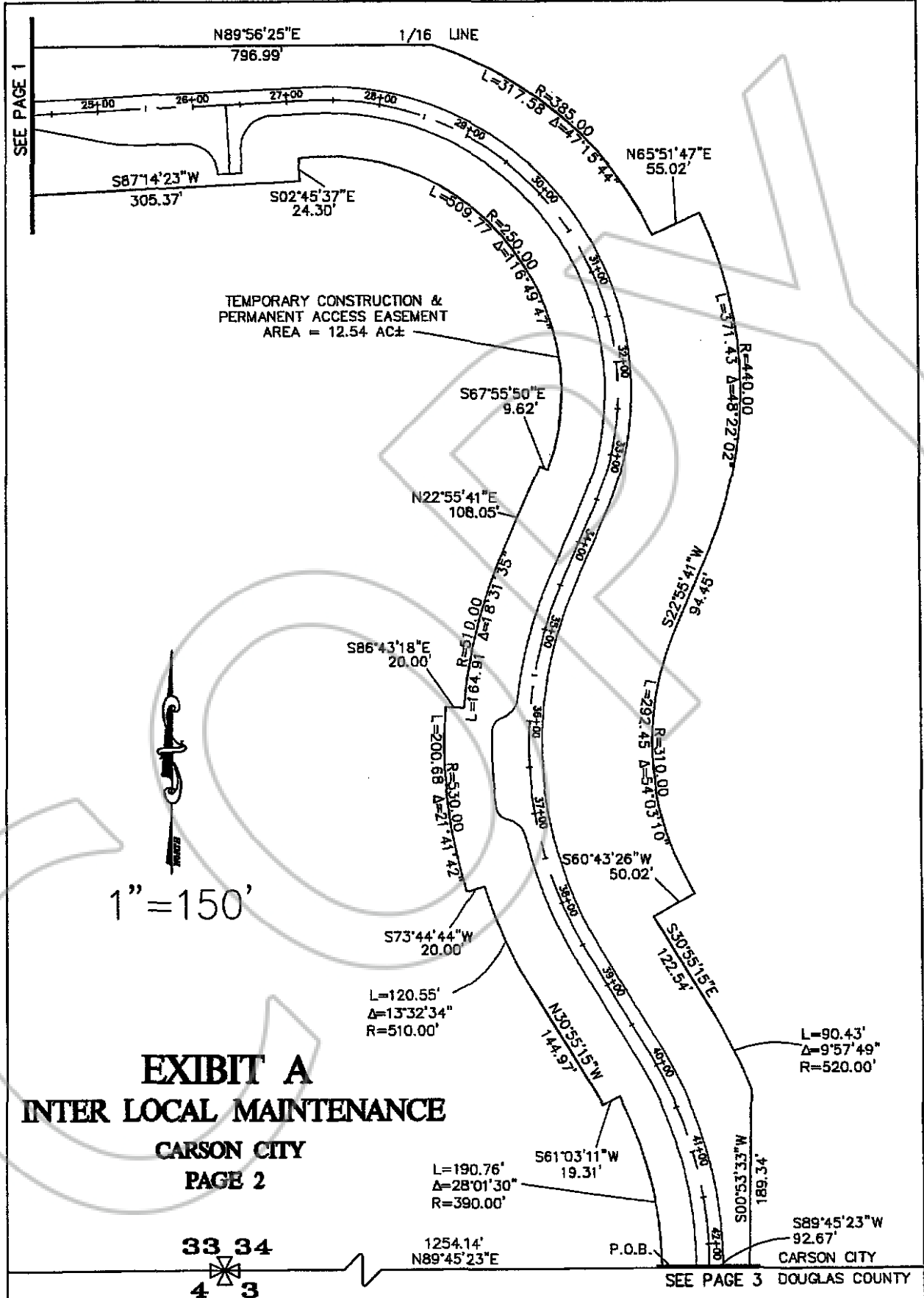






**EXHIBIT A**  
**INTER LOCAL MAINTENANCE**  
**CARSON CITY**  
**PAGE 1**





**EXHIBIT A**  
**INTER LOCAL MAINTENANCE**

**CARSON CITY**  
**PAGE 2**

**33 34**  
**4 3**

L=190.76'  
 Δ=28°01'30"  
 R=390.00'

1254.14'  
 N89°45'23"E

P.O.B.

S89°45'23"W  
 92.67'  
 CARSON CITY

SEE PAGE 3 DOUGLAS COUNTY



33 34  
4 3

1254.14'  
N89°45'23"E

P.O.B.

SEE PAGE 2

CARSON CITY  
DOUGLAS COUNTY

N89°45'23"E  
80.08'

L=6.05  
R=400.00  
Δ=0°51'58"

S88°36'23"E  
10.00'

S01°23'37"W  
479.76'

TOTAL AREA = 95,539 S.F.

10.00'  
N88°36'23"W

L=56.26  
R=480.00  
Δ=6°42'58"  
Tan=28.16

10.00'  
S81°53'21"E

L=49.00  
R=490.00  
Δ=5°43'46"  
Tan=24.52

10.00'  
N76°09'38"W

L=297.04  
R=400.00  
Δ=42°32'50"  
Tan=155.74

L=252.78  
R=480.00  
Δ=30°06'06"  
Tan=28.07

L=237.85  
R=480.00  
Δ=28°23'31"  
Tan=121.42

57.11'  
N15°32'57"E

L=198.21  
R=400.00  
Δ=28°23'31"  
Tan=101.19

36.95'  
S15°32'57"W

L=82.65  
R=397.29  
Δ=11°55'11"



1"=150'

**EXHIBIT A**  
**INTER LOCAL MAINTENANCE**  
**DOUGLAS COUNTY**

PAGE 3

353943



COPY

**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: May 26 2006  
[Signature] Clerk of the [Signature] Judicial District Court  
of the State of Nevada in and for the County of Douglas.  
By [Signature] Deputy