

DOC # 0677849
06/22/2006 10:08 AM Deputy: PK

OFFICIAL RECORD
Requested By:
DC/COUNTY MANAGER

Assessor's Parcel Number: N/A

Date: JUNE 20, 2006

Recording Requested By:

Name: COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 6 Fee: 0.00
BK-0606 PG- 7767 RPTT: 0.00



AGREEMENT #2006.116

(Title of Document)

Project STP-0088(044)
E.A. 73150
SR-88 Roundabout at County Road
Hwy. Agreement No. NM17700030

2006 JUN 20 PM 3:46

VERBARA REED
[Signature]

AGREEMENT FOR CONSTRUCTION
OUTSIDE RIGHT-OF-WAY

THIS AGREEMENT, entered into this 6TH day of APRIL, 2006, by and between DOUGLAS COUNTY, hereinafter referred to as the COUNTY, and the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter referred to as DEPARTMENT,

WITNESSETH:

WHEREAS, the Director of the DEPARTMENT is required by NRS 408.200 to investigate and determine the best method of highway construction adapted to a particular locale in the State; and

WHEREAS, pursuant to NRS 408.195, the Director of the DEPARTMENT determines the character and has the general supervision of the construction, reconstruction, improvement, maintenance and repair of all highways authorized pursuant to Chapter 408 of the Nevada Revised Statutes; and

WHEREAS, pursuant to the provisions contained in NRS Chapter 408, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the chapter; and

WHEREAS, the DEPARTMENT proposes to construct a roundabout segment on present SR 88 from the center-point on SR-88 of "PE" 428+57.75, and "M" 24+16.43, westerly on Mahogany Dr. to "M" 22+78.0 and from the center-point on SR-88 of "PE" 428+45.17 and "C" 10+00.00 eastwardly on County Rd. to "C" 11+84.0 in Douglas County, State of Nevada, Project STP-0088(044); and

WHEREAS, the construction and reconstruction of the highway and of SR-88 is in the best interest of the motoring public and the COUNTY.

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

ARTICLE I - DEPARTMENT AGREES:

1. To construct, or have constructed a roundabout at the intersection of SR-88 with Mahogany Drive on the west side and County Road on the east side said construction to be as more particularly depicted and delineated on the sketch attached hereto, made a part hereof by reference and designated as Exhibit "A", with said construction to be accomplished under Project STP-0088(044).
2. To leave that portion of said tract of land upon which entry is required in as neat and presentable condition as existed prior to such entry, with all fences, structures and other property belonging to the COUNTY, which the DEPARTMENT may remove or relocate in order to construct or reconstruct said roundabout, replaced as nearly in their original condition and position as is reasonably possible.
3. To assume all costs associated with the reconstruction of the said approaches and to construct the project to the DEPARTMENT'S standards and specifications.

RECEIVED

MAR 23 2006

DOUGLAS COUNTY CLERK



BK- 0606
PG- 7768

ARTICLE II - COUNTY AGREES:

1. To grant permission to the DEPARTMENT, and to its authorized Agents and Contractors, for entry upon COUNTY'S land described under ARTICLE 1. DEPARTMENT AGREES, and other streets and lands owned or controlled by COUNTY within the project limits for the purpose herein stated and during this construction/widening project.

ARTICLE III - MUTUALLY AGREED:

1. DEPARTMENT shall not be responsible for the maintenance of the improvement that are owned or controlled by the COUNTY after completion of construction.

2. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this agreement.

3. This agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

4. All Highway Engineer's Stationing is approximate and subject to slight adjustment as necessary to meet construction requirements.

5. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

6. As used herein the term COUNTY shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

7. The DEPARTMENT shall have the right to adapt and improve the whole or any part of said property in accordance with the provisions of N.R.S. 408.487.

8. The regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23, Code of Federal Regulations Part 200, and Title 49, Code of Federal Regulations Part 21, are hereby incorporated by reference and made a part of this Agreement.

9. Each respective party agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to Nevada Revised Statutes, Chapter 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.



IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

DOUGLAS COUNTY

By: James L. Baushke 4-6-2006
JAMES L. BAUSHKE, Chairman Date

REVIEWED AND RECOMMENDED BY:

By: Barbara J. Reed 4-7-2006
BARBARA J. REED, County Clerk Date
ff: L. Tyrek, Clerk to Board

Heidi A. Mireles 05/25/06
Heidi A. Mireles, Chief Right-of-Way Agent Date

APPROVED FOR LEGALITY AND FORM:

Joseph L. ... 5/25/06
Deputy Attorney General Date

STATE OF NEVADA acting by and through its
Department of Transportation

Miriam ...
Director Date

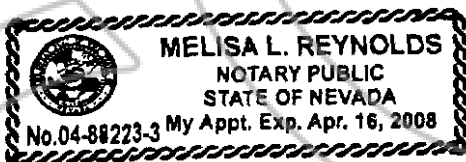
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STATE OF NEVADA
CARSON CITY

On this 21st day of May, 2006 personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, * Susan Martinovich personally known (or proved) to me to be the Deputy Director of the Department of Transportation of the State of Nevada who subscribed to the above instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Transportation freely and voluntarily and for the uses and purposes therein mentioned.

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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

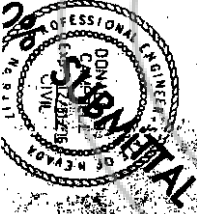
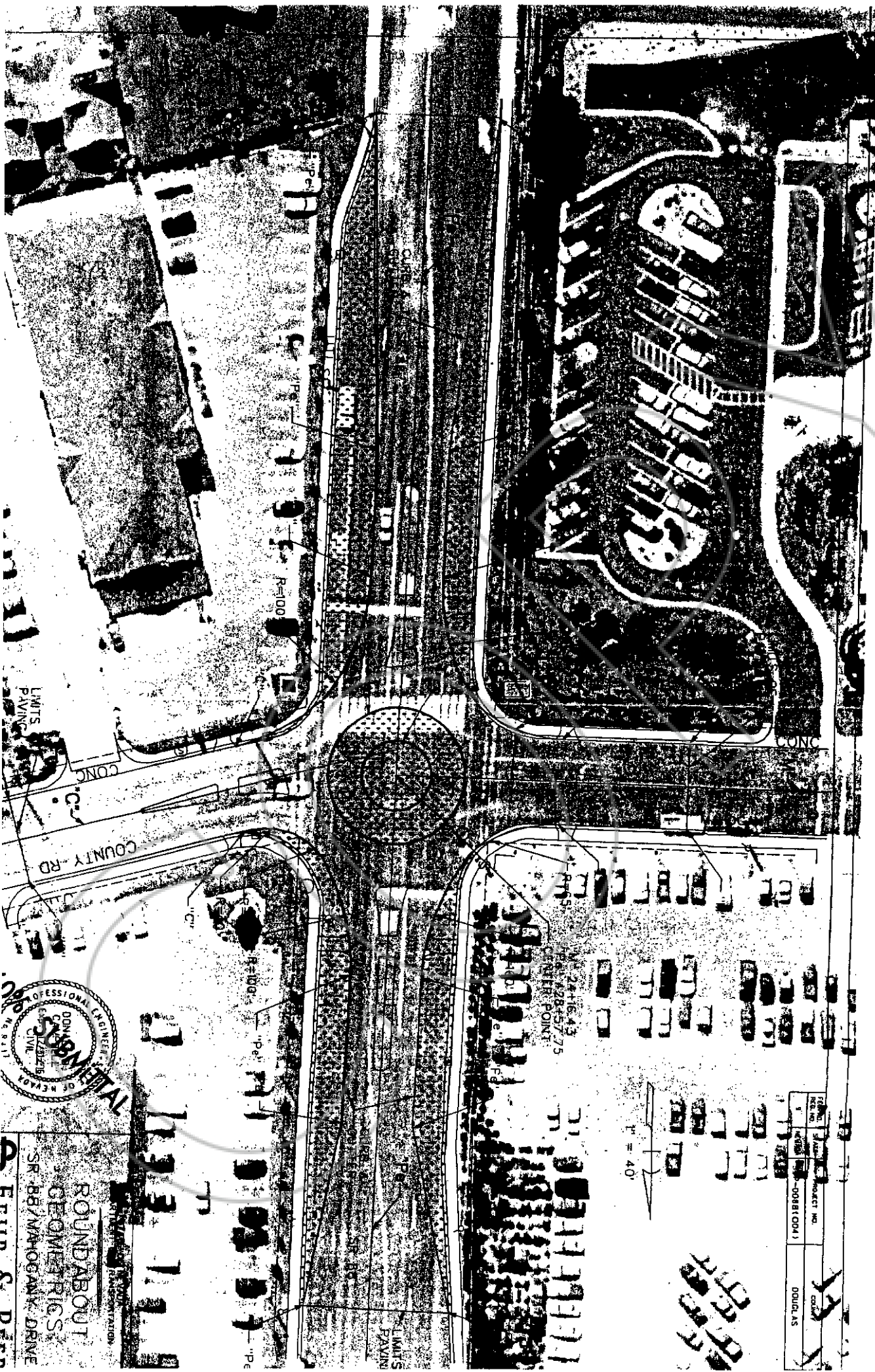
Melisa L. Reynolds

STATE OF _____

On this _____ day of _____, 20____, personally appeared before me, the undersigned, a Notary Public in and for the _____, State of _____, _____ personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



DONALD S. MAHOGANY
 PROFESSIONAL ENGINEER
 STATE OF NEW YORK
 LICENSE NO. 13878
 CIVIL ENGINEERING

ROUNDABOUT
 GEOMETRICS
 SR. B.B. MAHOGANY, DRIVE
 ERIN C. DEAN

24+16.43
 428+57.75
 CENTER POINT



PROJECT NO.	0088(COPI)
DATE	
DRAWN BY	
CHECKED BY	
DATE	

COPY

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.

DATE: June 20 2006

B. REED Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

BK- 0606
PG- 7772