

N/A

DOC # 0718774  
02/29/2008 08:36 AM Deputy: PK  
OFFICIAL RECORD  
Requested By:  
DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: FEBRUARY 28, 2008

Recording Requested By:

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 3 Fee: 0.00  
BK-0208 PG- 6994 RPTT: 0.00



Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

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

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

Real Property Transfer Tax: \$ N/A

AGREEMENT #2008.043  
(Title of Document)

FILED

NO. 2008.043

2008 FEB 28 AM 9:16

**AGREEMENT FOR WATER MAIN CONSTRUCTION  
AMENDMENT No. 1**

BARBARA J. GRIFFIN  
CLERK  
BY *[Signature]* DEPUTY

This Amendment No. 1 to AGREEMENT FOR WATER MAIN CONSTRUCTION (Agreement) is entered into as of February 7, 2008, by and between Old Sawmill Industrial Park, LLC (Developer), and Douglas County (County), a political subdivision of the State of Nevada.

**PREAMBLE**

**Whereas**, On July 6, 2006, the County entered into an agreement with Peter Beekhoff, Old Sawmill Industrial Park, LLC, to construct a water main connecting the Old Sawmill Industrial Park (LDA 06-016) to the Fairground water system. The agreement provided for a disbursement schedule for the County's monetary contribution for a portion of the project cost.

**Whereas**, Developer has requested an amendment to the Agreement, providing for adjustments in the disbursement schedule due to weather related delays in construction and a down-turn in the economy, and

**Whereas**, on February 7, 2008 the Board of County Commissioners approved the request, directing staff to prepare and execute Amendment No. 1 to the Agreement.

**NOW THEREFORE**, based upon the mutual promises and conditions contained herein and those contained in the Agreement, Developer and County agree that the Agreement is amended as follows:

SECTION 1. Article 2, Section 2.4 is repealed in its entirety and replaced with the following language:

Douglas County agrees to pay \$162,500 upon execution of the construction contract, and thereafter Developer shall submit periodic progress payment requests based on work completed. County will hold 20 percent (20%) retention on each progress payment. The retention will not be released until completion and acceptance of the project. County will render payment within 30 days of receipt of a completed and approved progress payment request. The County's monetary contribution to the project is for the not-to-exceed amount of \$650,000.

SECTION 2. All remaining sections of the Agreement remain in effect.



County

By: Daniel C. Holler  
Daniel C. Holler  
County Manager

2-25-08  
Date

Developer

By: Peter Beekhoff  
Peter Beekhoff  
Old Sawmill Industrial Park, LLC

2-21-08  
Date

Approved as to form;

By: N/A  
District Attorney

ATTEN:

By: Bonnie Griffin  
Douglas County Clerk

by Charles McElroy  
DEPUTY CLERK

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: February 28 2008  
Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By: Charles McElroy Deputy



BK- 0208  
PG- 6996