

OFFICIAL RECORD

Requested By:

DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: MAY 1, 2008

Recording Requested By:

Douglas County - NV

Werner Christen - Recorder

Page: 1 Of 6 Fee: 0.00

BK-0508 PG-0335 RPTT: 0.00



Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2008.094

(Title of Document)

FILED

NO. 2008.094

2008 APR 30 PM 12:28

BARBARA J. GRIFFIN
CLERK

Agreement for Construction of Production Well

This agreement is made this 17th day of APRIL, 2008, between Douglas County (County), a political subdivision of the State of Nevada, and Clear Creek LLC, the Developer.

PREAMBLE

Developer is a private developer that has received an approval with conditions for Clear Creek LLC, a planned unit development. One of the conditions requires the applicant to design and construct all required water system improvements. Developer plans to construct a well and a portion of the water line extensions and the related appurtenances in connection with a subdivision development. The county is interested in allowing the installation of a well and water lines on its easement next to an existing well and having oversized water mains along Jack's Valley Road. Based on the County's participation in the oversizing and 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 the construction costs of the project but may receive a monetary contribution or refund from Douglas County for a portion of the costs of the project for oversizing the water main. The project is a phased project and this agreement is to cover the County's portion of the cost of construction of the improvements in all phases until completed.

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 the County with a preliminary site plan showing the location of the existing well location, proposed well location, and the conceptual layout for the control building or treatment plant.

1.2 Developer agrees to stake the easement and well location in the field and locate and identify existing utilities.

1.3 Developer will provide technical specification for the borehole construction, borehole testing; production well design and construction, well development, testing and test pumping for County review and approval before starting work.

1.4 Developer agrees to comply with AWWA, Douglas County Design Criteria and Improvement Standards, and NAC 445A requirements for water supply wells.

1.5 Developer will provide the County with written approval from NDEP division of Safe Drinking Water for final well design and for the control building or treatment plant.

1.6 Developer will provide a summary report document providing the information required in Section 4.6.9 Well Construction Record Report, of the Douglas County Design Criteria Manual.

1.7 Developer will provide the county with construction drawings and specifications for the production well control building or the treatment plant for county review and approval when applying for a building permit for the structure.

1.8 Developer agrees his contractor, employees and agents will work within the easement, shown on the attached Exhibit "A", and will get written permission from the property owner before going off the easement.

1.9 Developer agrees to plug and abandon the existing well in accordance with NAC 534 and remove and dispose of existing well equipment.

Article 2

Douglas County Responsibilities

2.1 Douglas County agrees to allow the Developer access to its easement for the construction of a well, control building or treatment plant and any water lines necessary to connect to the water system.

Article 3

General Provisions

3.1 The term of this agreement commences on the date approved by the county and the developer and ends at the end of the warrantee period for the improvements.

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

Developer:	Clear Creek LLC 990 Ironwood Dr. Minden, NV 89423
County:	Carl Ruschmeyer Public Works Director Post Office Box 218 Minden, Nevada 89423

3.3 This agreement contains the entire agreement between the parties relating to the subject matter and supersedes any and all agreements previously made by and between the parties pertaining to the same subject matter. No change, amendment, alteration or modification of this agreement will be effective unless documented in writing and executed by both parties.

3.4 Developer agrees to indemnify and hold harmless the county, their officials, employees, agents and authorized representatives from any and all claims and causes of action or liability arising from the performance of this agreement.

3.5 This agreement will bind and inure to the benefit of the respective successors and any assigns to the parties.

3.6 This agreement is made in and shall be construed and governed by the laws of the State of Nevada.

3.7 Developer and county agree that yield and quality of the water of a well at this site is unknown and county makes no guarantee that yield of a new production well at the site will be adequate to satisfy conditions of approval for Clear Creek LLC, a planned unit development. The developer and county agree that the water must meet or exceed all federal and state standards for public drinking water supplies. The required sustained yield of the well to satisfy Douglas County requirements for the project is 500 gallons per minute based on continuous pumping of 90 days and drawdown limited to the uppermost screen interval in the well casing; a well that yields this amount of water shall fulfill the obligation of Clear Creek LLC. If sustained yield of the well is less than 500 gallons per minute, Clear Creek LLC shall be required to make up the difference from an additional sources(s).

Clear Creek LLC, Developer

County

By: See Next Page
James S. Taylor

By: Nancy McDermid
Nancy McDermid, Vice Chairman
Board of County Commissioners

Approved as to content.

By: Carl Ruschmeyer
Carl Ruschmeyer, Public Works Director

Approved as to form.

By: Robert Martin
Deputy District Attorney

3.7 Developer and county agree that yield and quality of the water of a well at this site is unknown and county makes no guarantee that yield of a new production well at the site will be adequate to satisfy conditions of approval for Clear Creek LLC, a planned unit development. The developer and county agree that the water must meet or exceed all federal and state standards for public drinking water supplies. The required sustained yield of the well to satisfy Douglas County requirements for the project is 500 gallons per minute based on continuous pumping of 90 days and drawdown limited to the uppermost screen interval in the well casing; a well that yields this amount of water shall fulfill the obligation of Clear Creek LLC. If sustained yield of the well is less than 500 gallons per minute, Clear Creek LLC shall be required to make up the difference from an additional sources(s).

Clear Creek LLC, Developer

County

By: 

James S. Taylor

By: 

Kelly D. Kite, Chair
Board of County Commissioners

Approved as to content.

By: 

Carl Ruschmeyer, Public Works Director

Approved as to form.

By: 

Deputy District Attorney

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: May 1, 2008

Christina M. [Signature] Clerk of the 1st Judicial District Court of the State of Nevada in and for the County of Douglas.

By: [Signature]

Deputy



SEAL