

OFFICIAL RECORD
Requested By:
DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: MARCH 9, 2009

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 4 Fee: 0.00
BK-0309 PG- 1730 RPTT: 0.00



Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2009.046
(Title of Document)

BOCC FILED

NO 2009.046

AGREEMENT FOR SNOW REMOVAL AND MAINTENANCE OF HIDDEN WOODS DRIVE
2009 MAR -9 AM 9:50

TED THORAN
CLERK

This Agreement is made this 19th day of February, 2009 between Douglas County (County), a political subdivision of the State of Nevada, the Hidden Woods Homeowners Association (HOA).



Recitals

On November 18, 1999, the Douglas County Board of Commissioners (Board) accepted the dedication of the lower half of Hidden Woods Drive, which meets the County's improvement standards for public roads. The Board did not accept for dedication the upper half of Hidden Woods Drive because it does not meet the County's improvement standards for public roads. On that same date, the Board approved an agreement between the County and the HOA regarding snow removal on Hidden Woods Drive. The agreement provided that the County would pay for snow removal for the full length of Hidden Woods Drive for a period of 5 years. At the end of 5 years, the County would be responsible for the lower (50%) and the HOA the upper (50%) for snow removal. The County also agreed to maintain the lower half of Hidden Woods Drive to the same level of service as other County-maintained roads. This Agreement is to formalize the 1999 agreement. Based on the consideration of the promises contained in this Agreement, the Parties agree to the following:

**Article 1
County Responsibilities**

- 1.1 County agrees to pay for 50% of the cost of snow removal on Hidden Woods Drive.
- 1.2 County shall pay any invoice provided by the HOA within 30 days of receipt of the invoice.
- 1.3 County has the right to review and comment on the HOA snow removal contract before execution by the HOA.
- 1.4 County agrees to maintain the lower half of Hidden Woods Drive to the same level of service as other County-maintained roads.

**Article 2
HOA Responsibilities**

- 2.1 HOA agrees to contract for snow removal with a contractor of its choice for the entire length of Hidden Woods Drive.
- 2.2 HOA agrees to pay the contractor in full and submit an invoice to the County for reimbursement of 50% of the cost of snow removal for the full length of Hidden Woods Drive.



Article 3
General Provisions

3.1 This Agreement contains the entire agreement between 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.

3.2 This Agreement may not be modified or amended without the prior written consent of both parties hereto. The Agreement shall be reviewed at the expiration of ten (10) years from the effective date hereof.

3.3 Each Party agrees to indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys fees and costs, caused by the negligence, recklessness or intentional misconduct of its own officers, employees, volunteers and agents. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party from its participating with legal counsel. The parties do not waive and intend to assert available liability limitations in all cases. Agreement liability shall not be subject to punitive damages.

3.4 All notice or communication to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective address as follows:

County Representative: Douglas County Community Development
1594 Esmeralda Avenue
PO Box 218
Minden, Nevada 89423
Attn: Engineering Division

HOA Representative: Hidden Woods Homeowners Association
P. O. Box 12188
Zephyr Cove, NV 89448
Attn: President

3.5 This Agreement shall not become effective until and unless approved by the Douglas County Board of County Commissioners.

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

3.7 This Agreement may be executed via facsimile and in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

DOUGLAS COUNTY

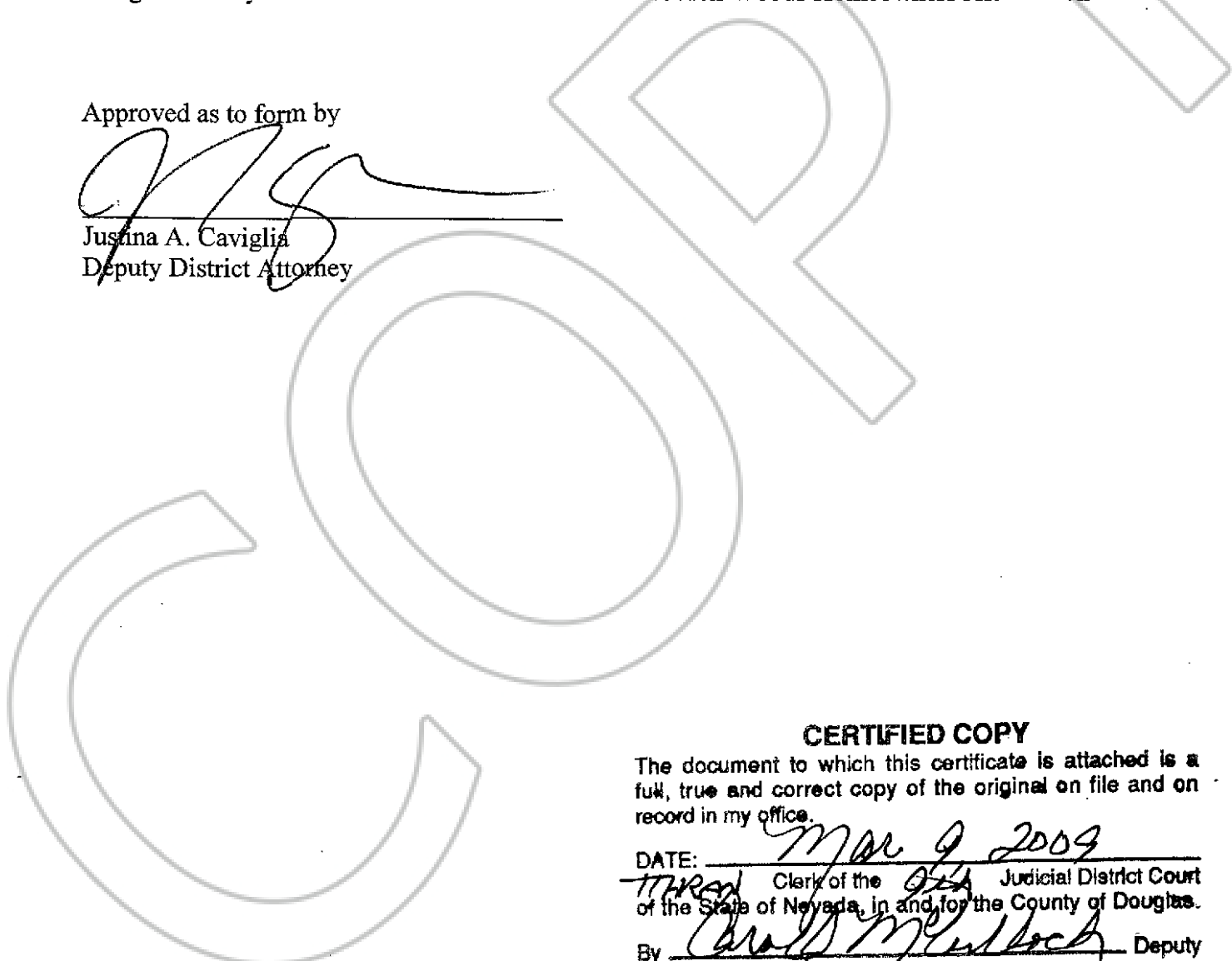
**HIDDEN WOODS
HOMEOWNERS ASSOCIATION**

Nancy McDermid 02/19/09
Nancy McDermid, Chair (Date)
Douglas County Board of Commissioners

John Jandrey 02/25/09
JOHN JANDREY, Pres. (Date)
Hidden Woods Homeowners Association

Approved as to form by

[Signature]
Justina A. Caviglia
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: Mar 9 2009
[Signature] Clerk of the 024 Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By [Signature] Deputy