

Doc Number: **0835741**

12/20/2013 10:40 AM

OFFICIAL RECORDS

Requested By
DC/PUBLIC WORKS

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 9 Fee: \$ 0.00

Bk: 1213 Pg: 3493



Deputy. ke

Assessor's Parcel Number: N/A

Date: DECEMBER 20, 2013

Recording Requested By:

Name: EILEEN CHURCH, PUBLIC WORKS
(CR)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2013.274

(Title of Document)

FILED

NO. 2013 274

2013 DEC 20 AM 9: 29

AGREEMENT FOR SEWER LINE CONSTRUCTION

THIS AGREEMENT FOR SEWER LINE CONSTRUCTION ("Agreement") entered into between Douglas County ("County"), a political subdivision of the State of Nevada, and Clear Creek Residential, LLC (the "Developer"). County and Developer are at times collectively referred to herein as the "Parties" or individually as the "Party."

TED THORAN
CLERK
[Signature]
DEPUTY

PREAMBLE

WHEREAS, on November 6, 2003, the Board of County Commissioners adopted Ordinance 2003-1005 for Clear Creek Residential, LLC, including the Planned Development and Specific Plan, PD 03-004 ("PD 03-004"), subject to specific conditions (the "Development");

WHEREAS, Condition 4, "Sewer System," of PD 03-004 requires the Developer to design and construct a public sewer system serving the Development and to connect the Developer's sewer system to the County's sewer system at Jacks Valley Road and U.S. Hwy 395 with Phase I of the Development;

WHEREAS, the Developer has requested that the Douglas County Community Development Department modify Conditions 2a, 2b, and 5 of PD-03-004 related to the water and sewer system improvements and phasing for the Development;

WHEREAS, the public sewer system serving the Development will be dedicated to the County for maintenance and operations;

WHEREAS, the County and Carson City desire to enter into an Interlocal Agreement for Carson City to provide sewer service to the Development;

WHEREAS, the Carson City sewer lines and associated public sewer facilities generally located east of Highway 395 in Old Clear Creek Road requires expansion and upsizing to accept the projected increased sewer and wastewater flows from the Development;

WHEREAS, Article II, Paragraph 4, of the Interlocal Agreement between the County and Carson City requires the County to pay to Carson City its prorated share of construction costs equal to 40% of the final project costs to increase the sewer capacity of the sewer line and related sewer facilities; and

WHEREAS, the Development has agreed to pay to Carson City any monies the County may owe to increase the capacity of the sewer line.

BK: 1213
PG: 3494
12/20/2013

0835741 Page 2 of 9

NOW, THEREFORE, based on good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and conditions contained herein, the Parties agree as follows:

1. Douglas County agrees to enter into an Interlocal Agreement with Carson City to provide sewer services for the Development.

2. Developer agrees to deposit with Carson City forty percent (40%) of the estimated cost to increase the capacity of the sewer line and related sewer facilities within thirty (30) days of the award of bids and the final adjusted cost within thirty (30) days once a Notice of Completion is issued for the sewer improvement project. Developer is solely responsible for paying all applicable sewer connection charges and fees directly to Carson City related to the Development. For reference, maps graphically displaying the potential improvements to be constructed by Carson City are attached as Exhibit "A."

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

Developer: Michelle Godde
Project Coordinator
Clear Creek Partners, LLC
199 Old Clear Creek Road
Carson City, NV 89705

County: Carl Ruschmeyer, PE
Public Works Director
P.O. Box 218
Minden, NV 89423

4. This Agreement contains the entire agreement between the Parties relating to the subject matter. No change, amendment, alteration or modification of this Agreement will be effective unless documented in writing and executed by both Parties.

5. The Agreement will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Agreement. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Agreement before an independent mediator mutually agreed to by the Parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed in the Ninth Judicial Court of the State of Nevada in and for the County of Douglas and attorney's fees and costs will be awarded to the prevailing Party at the discretion of the court.


6. This Agreement shall bind and inure to the benefit of the respective successors and any assigns to the Parties.

7. The Parties represent and warrant that they have the authority to enter into this Agreement.

8. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against any of the Parties.

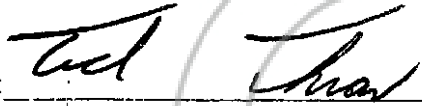
IN WITNESS WHEREOF, the Parties have caused this Agreement for Sewer Line Construction to be executed as of the 19th day of December, 2013.

Douglas County


By: 

Greg Lynn, Chairman
Douglas County Board of Commissioners

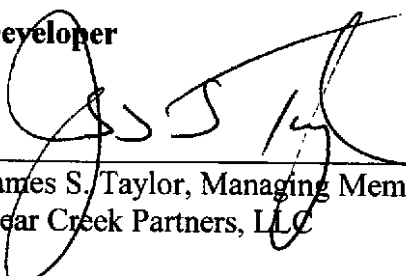
Attest:

By: 

Theodore Thran, County Clerk

BY: 
CLERK TO THE BOARD

Developer

By: 
James S. Taylor, Managing Member
Clear Creek Partners, LLC

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

The foregoing Agreement for Sewer Line Construction was acknowledged before me on this _____ day of _____, 2013, by James S. Taylor who is personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged that he is a Managing Member of Clear Creek Partners, LLC and duly authorized by its members to execute the foregoing instrument.

Notary's Signature

Notary Seal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Santa Barbara }

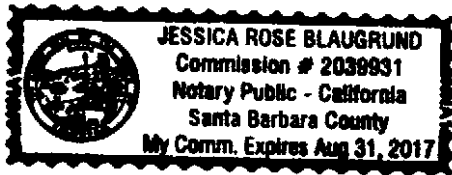
On 12/11/13 before me, Jessica Blaugrund, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared James Taylor
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Jessica Blaugrund
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

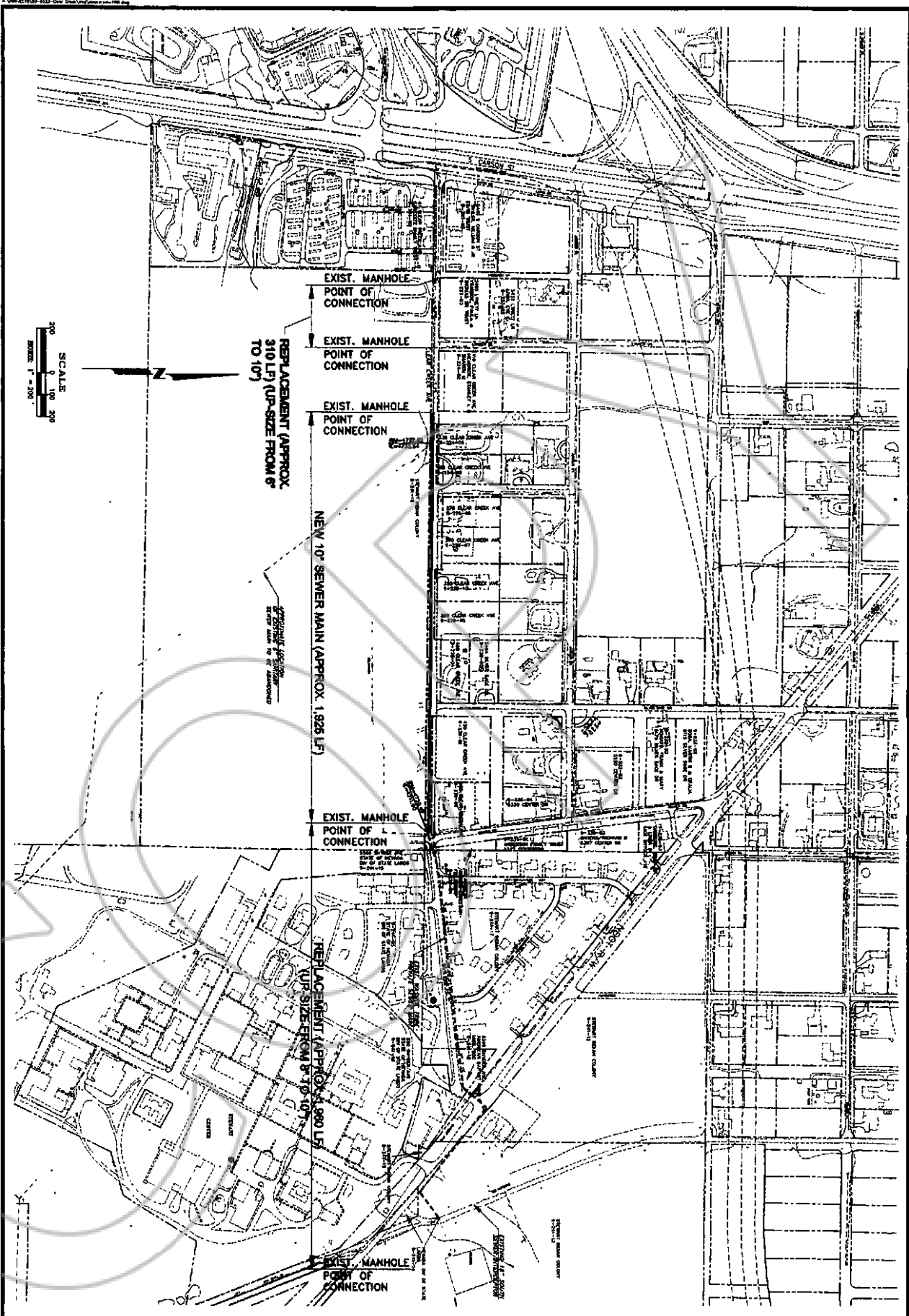
- Corporate Officer -- Title(s): _____
- Individual
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Individual
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer Is Representing: _____



SCALE
 200' 0' 100' 200'
 HORIZ. 1" = 200'

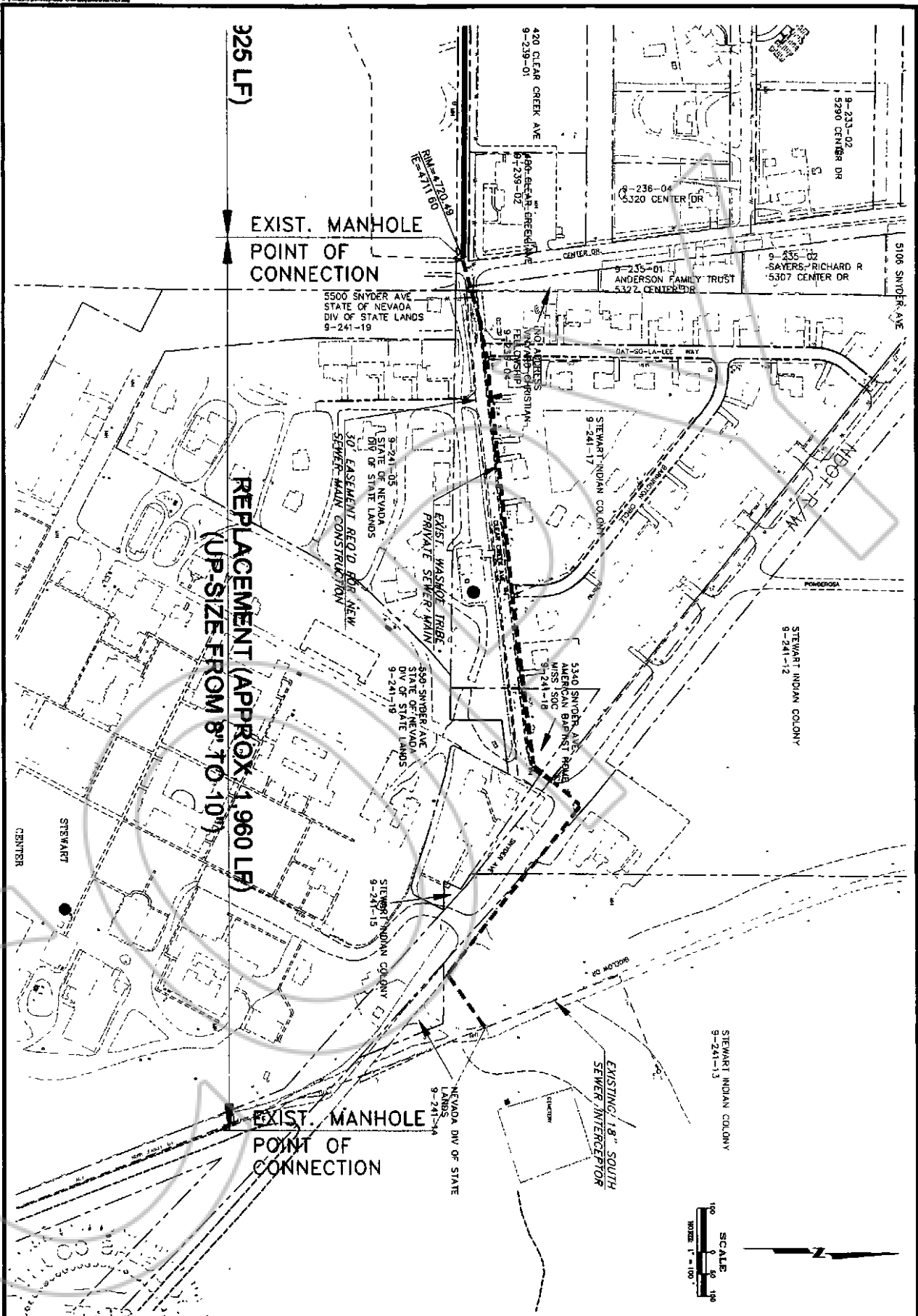


REV	DATE	DESCRIPTION	BY	APP'D
1				
2				

CLEAR CREEK AVE. SEWER MAIN REPLACEMENT/EXTENSION PROJECT
CLEAR CREEK AVE.
(SOUTH CARSON ST. - SNYDER AVE.)

CARSON CITY ENGINEERING DEPARTMENT
 3305 BUTTE WAY CARSON CITY NEVADA 89701
 PH 887-2355 FAX 887-2164

DESIGNED BY _____
 DRAWN BY _____
 CHECKED BY _____
 DWG NO. _____
 SCALE (HORIZ) _____
 SCALE (VERT) _____



REV.	DATE	DESCRIPTION	BY	APP'D

**CLEAR CREEK AVE. SEWER MAIN
REPLACEMENT/EXTENSION PROJECT**

**CLEAR CREEK AVE.
(SOUTH CARSON ST. - SNYDER AVE.)**

**CARSON CITY ENGINEERING
DEPARTMENT**

5505 BUTTE WAY CARSON CITY, NEVADA 89701
Ph: 887-2355 FAX: 887-2164

DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____
DWG NO: _____
SCALE (HORZ): _____
SCALE (VERT): _____



COPY

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

20th day of Dec, 2013

By [Signature] Deputy