

When recorded, return to:

Washoe County Engineering Division
1001 E. Ninth Street
Reno, NV 89512

SUBDIVISION IMPROVEMENT AGREEMENT
PURSUANT TO WASHOE COUNTY CODE 110

THIS AGREEMENT, made and entered into this _____ day of _____
20____, by and between _____

(Name or legal description and address of Subdivider)

hereinafter referred to as "Subdivider", and the COUNTY OF WASHOE, by and through the
DIRECTOR OF PLANNING AND BUILDING, hereinafter referred to as "County",

W I T N E S S E T H:

WHEREAS, in accordance with Chapter 278 of Nevada Revised Statutes, County has
adopted Washoe County Code 110, whereby Subdivider must agree to improve at its own
expense within the stated time all land to be dedicated on a final subdivision plat for streets,
highways, public ways and easements and such other improvements as County may determine
to be necessary for the general use of lot owners in the subdivision and the public-at-large; and

WHEREAS, Subdivider seeks the approval of County of a certain final subdivision plat to
be known as _____
Subdivision, on which said plat are shown certain streets, public ways, easements and other
areas to be improved by Subdivider and offered by Subdivider and/or the holder of any record
title or interest in the land underlying such proposed streets, public ways, easements and other
areas to be dedicated to the public use; and

WHEREAS, said improvements and any other improvements required by Washoe County Code 110 or this Agreement will be completed prior to the filing of the final subdivision plat.

NOW, THEREFORE, to induce County to approve said subdivision plat and to accept the dedication of said areas as future sites for public improvements, Subdivider does hereby unconditionally promise and agree to and with County as follows:

1. SUBDIVISION IMPROVEMENTS AND CONSTRUCTION PERIOD.

Subdivider shall within _____ months from and after
(not to exceed 12 months)
Agreement, construct or cause to be constructed all subdivision improvements outlined and set forth on the improvement plans hereinafter referred to and all other subdivision improvements required to be constructed by County pursuant to Washoe County Code 110; said improvements shall include, but are not necessarily limited to, the following:

(Specify type and nature of subdivision improvements,

e.g., street paving, public utilities, drainage facilities, revegetation, etc.)

and all other necessary incidental and related work, such as additional work determined by the County Engineer to be necessary or convenient to correct or mitigate any impacts caused by construction of the subdivision improvements. If additional work is required by County to correct or mitigate impacts caused by the improvements, the same provisions of this Agreement apply to the additional work as apply to the subdivision improvements. The time for completing construction of subdivision improvements as provided herein may be extended by County upon a showing of good cause therefor by Subdivider; provided, however, that such extensions shall not exceed one (1) year and shall have been granted by the County Engineer in writing and has furnished a replacement Faithful Performance Guarantee as set forth in Paragraphs 5 and 6 herein. County reserves the right to require the furnishing of a replacement Performance Guarantee in an increased amount if it is determined the work has not proceeded in a diligent manner. If construction of the subdivision improvements has not begun within one year of the date the final map was recorded, the County reserves the right to require the Subdivider to

modify the approved plans and specifications to reflect any changes made to the “Standard Specifications for Public Works Construction - Washoe County” and “Standard Details for Public Works Construction - Washoe County” and to reflect any changes in County Code Chapter 110, including Articles 420 and 436. Should the Subdivider fail to complete the project in the allotted time, including any approved extensions, County may draw upon the funds available in the Performance Guarantee to cause mitigation of all project site safety requirements, mitigate all storm water management, and provide full revegetation and/or restoration of the project site.

2. PLANS AND SPECIFICATIONS OF IMPROVEMENTS.

The subdivision improvements shall be constructed in accordance with the provisions of the current “Standard Specifications for Public Works Construction - Washoe County” the current “Standard Details for Public Works Construction - Washoe County” and the subdivision improvement plans and specifications comprised of the following:

(identify plans and specifications by title, number of sheets

and consulting engineer or surveyor)

said plans and specifications being incorporated herein by reference and made a part hereof. In the event of a conflict between the plans and specifications, the more strict requirements shall govern. Subdivider hereby warrants the plans and specifications referred to herein are in accordance with the tentative map or latest extension of the tentative subdivision map for said subdivision approved by County on the _____ day of _____, _____, and with all conditions made a part of said approval. Subdivider further warrants that said plans and specifications are adequate to accomplish the improvement work covered by this Agreement in a good, workmanlike manner and in accordance with acceptable construction practices. Should said plans and specifications at any time prior to final acknowledgement of completion of improvements referred to herein prove to be inadequate in any respect, Subdivider does hereby agree to make such changes as are necessary to accomplish said work in a good, workmanlike manner and in accordance with acceptable construction practices.

3. INSPECTION SERVICES AND FEES.

Prior to any approval of the final map, Subdivider shall pay to the County Engineer the cost for inspection of the subdivision improvements to be constructed by Subdivider as provided herein. Said cost shall be estimated by the County Engineer. Subdivider shall be responsible for payment of any costs associated with checking and testing of materials to a testing firm approved by the County Engineer. In accordance with the above, Subdivider shall pay to the County Engineer the sum of \$ _____ for inspection.

4. ACCEPTANCE OF IMPROVEMENTS AND WARRANTY PERIOD.

Upon final completion of all work in accordance with this Agreement, County shall notify Subdivider in writing of its acknowledgement of completion of the same and acceptance of dedication of the said improvements. Subdivider, from and after the date of completion and acceptance of said subdivision improvements, shall guarantee and warrant satisfactory completion of said improvements for a period of ONE (1) YEAR, from and after the date of acceptance of said improvements by County, and Subdivider shall promptly replace or otherwise correct any and all work found to be defective or not in accordance with the plans and specifications within the said warranty period. County shall give written notice of said defective or nonconforming work to Subdivider promptly after discovery of the condition.

5. FAITHFUL PERFORMANCE GUARANTEE. (Bond, Irrevocable Letter of Credit, Certificate of Deposit, Savings or Money Market Account)

Subdivider shall secure its faithful performance of this Agreement and every part thereof by filing with the County an acceptable Faithful Performance Guarantee issued by a company or bank authorized to do business in the State of Nevada in the amount of \$ _____ in the event Subdivider shall fail or neglect to fulfill any or all of its obligations under this Agreement, County shall make demand under the terms of the Performance Guarantee and initiate any action necessary to insure the completion of the site mitigation called for in this Agreement. Should the cost of completing the work exceed the amount available under the terms of the Performance Guarantee, Subdivider agrees to pay such excess amount to County on demand. County shall not accept or assume any responsibility for operation and maintenance of the subdivision improvements until final completion and acceptance by County

in accordance with the procedures set forth in Paragraph 4 herein, and no representation or forbearance by any officer or agent of County to the contrary shall obligate County or constitute acceptance of the said improvements.

6. REDUCTION IN PERFORMANCE GUARANTEE.

In conjunction with the granting of a construction time extension beyond that allowed in Section 1 or at the expiration of each 12 month period following the date of the Agreement, County may permit the filing of a replacement Faithful Performance Guarantee in a reduced amount. The maximum allowable reduction shall be in an amount equivalent to 90% of the dollar value of the completed work to date, but in no case shall it exceed 75% of the total amount of the Performance Guarantee. County may permit a reduction of the total amount of the Performance Guarantee in lieu of the posing of a replacement. Reduction in the Performance Guarantee or the granting of a construction time extension shall not constitute final acceptance by County of any portion of the completed work.

7. FILING OF FINAL SUBDIVISION MAP.

County shall cause its proper officers to approve the proposed plat of said _____
_____ Subdivision upon the completion of all improvements in accordance with this Agreement.

8. LIABILITY OF SUBDIVIDER.

Subdivider shall defend the County and shall save and hold County harmless and free from any suit or cause of action, claim or demand, which may be brought or made against County or its successors in interest by any third party arising from the performance or nonperformance of the construction of the subdivision improvements as provided herein or any and all other conditions of this Agreement. Subdivider shall furthermore continue to be liable to County for the performance of all terms and conditions of this Agreement regardless of the Subdivider's failure to continue work under this Agreement or assignment of its rights to do such work and regardless of the status of ownership of the real property or any portion thereof made the subject of the final subdivision plat of the subdivision referred to in this Agreement.

In the event County is required to institute legal action to complete performance of this Agreement, or to defend any suit or claim, or liability resulting from or arising out of this

Agreement, Subdivider shall pay to County all reasonable attorney's fees, costs of suit, and all other expenses of litigation incurred by County in connection therewith.

9. SUCCESSORS OF SUBDIVIDER.

This Agreement shall be binding upon, and inure to the benefit of all heirs, executors, administrators, successors, assigns, or purchasers of the respective parties to this Agreement, and all terms and conditions contained herein shall be equally binding on said heirs, executors, administrators, successors, assigns, or purchasers.

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

NAME OF SUBDIVIDER

By: _____
Signature

(Name and Title printed)

STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____
(date)

by _____
(Name)

as _____
(Title)

of _____
(Name of Subdivider)

NOTARY PUBLIC

COUNTY OF WASHOE, by and through the
DIRECTOR OF PLANNING AND BUILDING

Kelly Mullin
Director of Planning and Building