

Official Record

Recording requested By
MILLARD & EDITH BOREN

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$18.00

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RPTT:

Recorded By: AE

Book- 241 Page- 0755



0131667

When recorded, return to:

Lincoln County Planning Department
PO Box 329
Pioche, NV 89043

Parent Parcel Number # 1319011
Parcel Map # 08-100-ZC-A4-PC, Lots 1-3

Subdivider- Millard & Editha Boren

PARCEL MAP IMPROVEMENT AGREEMENT
PURSUANT TO LINCOLN COUNTY CODE TITLE 13

THIS AGREEMENT, made and entered into this 2nd day of June 2008, by
and between MILLARD E AND EDITHA BOREN

(Name or legal description and address of Subdivider)

29 ROSSELL RD BOX 617 CALIENTE, NV

Hereinafter referred to as "Subdivider", and the COUNTY OF LINCOLN, by and through the
DIRECTOR OF PLANNING, hereinafter referred to as "County",

WITNESSETH:

WHEREAS, in accordance with Chapter 278 of Nevada Revised Statutes, County has
adopted Lincoln County Code Title 13 whereby Subdivider must agree to improve at its own
expense within the stated time all land offered for dedication on a final parcel map 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 plat 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 Lincoln
County Code Title 13 or this Agreement will be completed prior to the filing of the final map
or within a time specified of the final map recording.



NOW, THEREFORE, to induce County to approve said parcel map and to accept offer of 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 3 months from and after recording Agreement, (not to exceed 12 months)

Construct or cause to be constructed all parcel map improvements outlined as conditions of approval and all other subdivision improvements required to be constructed by County pursuant to Lincoln County Code 13; said improvements shall include, but are not necessarily limited to, the following:

(Specify type and nature of subdivision improvements)
725 feet of road to county standards
e.g., street paving, public utilities, drainage facilities, revegetation, etc.)
one drainage pipe.

and all other necessary incidental and related work, such as additional work determined by the County 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.

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 - Lincoln County" and "Standard Details for County Road Standards - Lincoln County" and to reflect any changes in County Code Title 13, chapter 13-17J-6. Should the Subdivider fail to complete the project in the allotted time, including any approved extensions, County may withhold future building permits until such improvements are made or may draw upon the funds available in the Performance Guarantee to cause full completion of the project or for the maintenance or restoration of the project as deemed appropriate.

2. PLANS AND SPECIFICATION OF IMPROVEMENTS.

The subdivision improvements shall be constructed in accordance with the provisions of the current "Standard Specifications for Public Works Construction – Lincoln County" the current "Standard Details for Public Works Construction – Lincoln County" 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 parcel map approved by County on the 14 day of April 08, 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. 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 a determination of 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 construction 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.

4. FILING OF FINAL SUBDIVISION MAP.

County shall cause its proper officers to approve the proposed parcel map of said 08-102 upon the completion of or time period all improvements in accordance with this Agreement.

5. 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. 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.

6. 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: Millard E. Boren
 MILLARD E. BOREN
Edith A. Boren
 EDITH A. BOREN

Signature

(Name and Title printed)

STATE OF NEVADA)
) SS
 COUNTY OF LINCOLN)

This instrument was acknowledged before me on June 2 2008
 (date)

by Millard E. Boren & Edith A. Boren
 (Name)

as

 (Title)

of

 (Name of Subdivider)

Teresa M Seewers

NOTARY PUBLIC
 COUNTY OF LINCOLN

