

SUBDIVISION IMPROVEMENT AGREEMENT

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

hereinafter called "Owner", and the CITY OF RENO, Nevada, a municipal corporation existing under and by virtue of the laws of the State of Nevada, hereinafter called "City";

WITNESSETH:

WHEREAS, Owner has requested City to give its approval to the proposed plat of _____ Subdivision in the City of Reno, Nevada, in accordance with Chapter 278 of Nevada Revised Statutes; and

WHEREAS, Owner has not yet completed all the improvements in said subdivision required by Reno Municipal Code Chapters 18.10 "Divisions of Land" and 18.14 "Improvement Standards for New Development," as amended, and the Public Works Design Manual; and

WHEREAS, both parties desire the City's approval be given as soon as possible;

NOW, THEREFORE, the parties agree as follows:

1. Owner shall within _____ months (not to exceed 36 months) from the date hereof, at his expense, construct or install or cause to be constructed or installed within said subdivision all improvements required by Reno Municipal Code Chapters 18.10 "Divisions of Land" and 18.14 "Improvement Standards for New Development," as amended, the Public Works Design Manual and as shown in attached Exhibit "A", in accordance with the plans and specifications, submitted and filed with the City Engineer; conform to the requirements of attached Exhibit "B"; and conform to the conditions set forth in attached Exhibit "C"; and said exhibits are made a part hereof as though set forth in full as required; or in the alternative, subject to the City's approval, pay to the City an amount equal to the

cost of the above-described improvements, but not to exceed the sum of _____, for the purpose of discharging the cost of the above construction and installation, or upon reversion to acreage of the subdivision map, for the purpose of returning and restoring the land to a condition that does not pose a threat to the health, safety and welfare of the community and for installing or completing any improvements that are determined by the City to be necessary for the well being of the community. In the event that the requirements of Reno Municipal Code Chapters 18.10 “Divisions of Land” and 18.14 “Improvement Standards for New Development,” as amended, or the Public Works Design Manual are more comprehensive than the improvements shown in Exhibit "A" or the plans and specifications filed with the City Engineer, then the requirements of the Reno Municipal Code and the Public Works Design Manual shall govern the owner's obligations under this agreement.

2. City shall cause its proper officers to approve the proposed plat of the said subdivision upon the execution of this Agreement, provided said plat conforms with the requirements of Chapter 278 of Nevada Revised Statutes and Chapter 18.10 “Divisions of Land,” as amended, of the Reno Municipal Code.

3. Owner hereby warrants the plans and specifications for this subdivision are in accordance with the tentative subdivision map approved by the City on the _____ day of _____, 20_____, with all conditions made a part of said approval by the City, with City standards, City Code and the Public Works Design Manual. Owner 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 City acknowledgment of completion of improvements referred to herein prove to be inadequate, Owner does hereby agree to counsel with the City and to make such changes as are necessary to

accomplish said work in a good, workmanlike manner and in accordance with acceptable construction practices.

4. In the event that streets, sanitary sewers and/or storm drains serving this subdivision are designed to connect to streets, sanitary sewers, and/or storm drains in another development, the owner agrees not to request any Certificates of occupancy in this subdivision until the streets, sanitary sewers, and/or storm drains in the other development have been completed and accepted by the City. Owner realizes that this condition may cause substantial hardship in the event that the streets, sanitary sewers, and/or storm drains in the other development have not been completed and accepted by the City, and owner acknowledges and agrees to accept this risk.

5. Owner agrees that all paved streets within this subdivision shall remain open to the public, once a building permit is issued in this subdivision or an adjacent subdivision that is dependent upon this subdivision improvements for access, sanitary sewers, and/or storm drains. City shall not accept or assume any responsibility for operation and maintenance of the public subdivision improvements until satisfactory completion and written acceptance by the City. Upon satisfactory completion of all work in accordance with this agreement, City shall notify owner in writing of its acknowledgment of completion of same and acceptance of the public improvements. Owner 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 City, and Owner shall promptly replace or otherwise correct any and all work found to be defective or not in accordance with City Code, the Public Works Design Manual or with the plans and specifications within the said warranty period. City shall give written notice of said defective or nonconforming work to owner promptly after discovery of the condition.

The warranty referred to in this section is in addition to and not in lieu of Owner's obligation to construct all improvements in a good, workmanlike manner and in accordance with acceptable practices as provided in Section 3, above.

6. Owner shall save and hold City harmless and free from any suit or cause of action, claim or demand, which may be brought or made against owner or its successor in interest or its purchaser by any third party arising from the performance or non-performance of the construction of the subdivision improvements as provided herein or any and all other conditions of this agreement. Owner shall furthermore continue to be liable to City for the performance of all terms and conditions of this agreement regardless of owner'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, unless a new improvement agreement and new security for the _____ subdivision has been presented to and accepted by the City. In the event City is required to institute legal action to compel performance of this agreement, or to defend any suit or claim, or liability resulting from or arising out of this agreement, owner shall pay to City all reasonable attorney's fees, costs of suit, and all other expenses of litigation incurred by City in connection therewith.

7. A reduction of the subdivision security may be considered as set forth in the Reno Municipal Code, Chapter 18.14 "Improvement Standards for New Development," as amended, Section 18.14.303 "Security for Public Improvements".

8. An extension of this agreement may be granted upon substantially the same terms and conditions as set forth herein, and as set forth in the Reno Municipal Code, Chapter

18.14 “Improvement Standards for New Development,” as amended, Section 18.14.304
“Improvement Agreement Extension”.

9. This agreement shall be binding upon, and inure to the benefit of all heirs, executors, administrators, successors, assigns, or purchasers 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 caused these presents to be executed the day and year first above written.

OWNER

By _____

(Name)

(Title)

(Signature to be Acknowledged and with
Corporate Seal)

CITY OF RENO, Nevada
a municipal corporation

By _____

Community Development Director

APPROVED AS TO FORM:

City Attorney

OWNER ACKNOWLEDGEMENT Use (A) (B) or (C)

(A) For a Corporation

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me, a Notary Public in and for said County and State, _____, known to me to be the _____ of _____, a corporation, who acknowledged before me that he executed the above instrument.

NOTARY PUBLIC

(B) For a Partnership

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me, a Notary Public in and for said County and State, _____, known to me to be the _____ of _____, a partnership, who acknowledged before me that he executed the above instrument.

NOTARY PUBLIC

(C) For an Individual

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me, a Notary Public in and for said County and State, _____, who acknowledged before me that he executed the above instrument.

NOTARY PUBLIC

“EXHIBIT B”

Please submit a statement of the proposed build-out of the subdivision to be recorded; or when the subdivision to be recorded is to be constructed in more than one phase, a phasing plan for all improvements within each construction phase. Each construction phase as developed, must stand on its own and meet the requirements of the total subdivision. All improvements shown on the plans of record, including primary and secondary or emergency access, must be constructed and completed within and to serve a construction phase prior to the issuance of any certificate of occupancy for that phase.

The requirements for sidewalk may be temporarily waived by the city engineer with the exception that sidewalk must be constructed along the street(s) fronting individual dwelling units prior to the issuance of a certificate of occupancy for said dwelling units. To qualify for a temporary sidewalk waiver, the developer must file with the city engineer the following:

- (i) A request for a temporary waiver along with justification for said temporary waiver.
- (ii) An original, signed agreement referred to in the succeeding paragraph, on the form provided by the city engineer.

Whenever an owner or developer requests a temporary waiver of sidewalk construction prior to the issuance of a certificate of occupancy pursuant to the provisions of this section, the owner shall first execute an agreement with the city engineer, on the format provided by the city, holding the city harmless from any claims or damages attributable to the absence of sidewalks within the construction phase.

“EXHIBIT C”

_____ has obtained the services of _____ as “engineer of record” to oversee the construction, inspection and testing of the work on the _____, _____, a material testing laboratory, has been retained to perform the required testing.

During construction, _____ will perform the necessary inspection, in compliance with Chapter VI of the Public Works Design Manual, of all materials and construction methods, to verify that the improvements are constructed in substantial accordance with the plans, specifications, special provisions and applicable City ordinances. In the event services for either inspection or testing, or both, are terminated, the firm or firms so terminated unconditionally agree to verify to the City, and to provide inspection and testing reports, of all items listed in Exhibit “A” constructed to date of said termination.

We, the undersigned, hereby acknowledge that final verification shall include all items listed in Exhibit “A” attached to the Improvement Agreement, and the testing shall meet the minimum requirements as set forth in the latest edition of the Standard Specifications for Public Works Construction.

Owner, Developer, hereby agrees that he shall not terminate his contract for engineering and/or testing services with the above named firms until he has obtained the services of another engineering and/or testing firm and has filed a new Exhibit “C”, approved by the City Engineer of the City of Reno and same has been filed with the City Clerk.

All parties acknowledge that failure to comply with any and all terms of this exhibit shall result in a stop work order upon the project.

Signature of owner

Printed name of owner

Signature of developer

Printed name of developer

Signature of Engineering Firm representative

Printed name of Engineering Firm representative

Signature of Testing Firm representative