

# Grading Agreement

This Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (“Developer”), its successors and assigns, and the County of Clark, a political subdivision of the State of Nevada (“County”).

## RECITALS

WHEREAS, Developer is developing certain property located in the County at \_\_\_\_\_, on \_\_\_\_\_ acres as described in Exhibit “A” (“Property”), attached hereto;

WHEREAS, Clark County Code 30.32.040(b) provides that a grading permit may be issued without compliance with 30.32.040(a)(4), which requires County review of improvement plans and approval of the bond estimate, so long as the Developer complies with all other requirements set forth in 30.32.040(a), the terms and conditions of the grading permit (“Grading Permit”) and the terms and conditions of Agreement;

WHEREAS, Developer desires that the County issue a Grading Permit prior to County review of improvement plans and approval of the bond estimate and desires to comply with all of the requirements set forth in 30.32.040(a), with the exception of 30.32.040(a)(4), the terms and conditions of the Grading Permit and the terms and conditions of Agreement;

WHEREAS, the County agrees to issue a Grading Permit prior to County review of improvement plans and approval of the bond estimate so long as a Developer complies with all of the requirements set forth in 30.32.040(a), with the exception of 30.32.040(a)(4), the terms and conditions of the Grading Permit and the terms and conditions of Agreement;

WHEREAS, Developer agrees to enter into this Agreement and comply with the terms and conditions herein; and

NOW THEREFORE, in consideration of the premises and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

## THE PARTIES AGREE

1. That County will issue Developer a Grading Permit prior to County review of Developer’s improvement plans and prior to approval of Developer’s bond estimate, and Developer agrees to comply with all laws, state, federal and local, conditions, standards, specifications, requirements, rules and regulations of the County, including but not limited to the requirements set forth in Clark County Code 30.32.040(a), with the exception of subsection 30.32.040(a)(4), this Agreement, the Grading Permit and Clark County Code Title 22..

2. That Developer shall indemnify, defend and hold harmless the County, its officers, agents, employees and volunteers, against and from any and all liability, loss, damage, fines, claims, demands, causes of action, costs and expenses, judgments, of whatever nature, including costs of investigation, attorneys fees and expenses, expert witness fees and expenses and all court or arbitration or other alternative dispute resolution costs, which may result from injury to or death of any person, or against and from damage to or loss, or destruction of property whatsoever when such injury, death, loss, destruction, or damage is due to or arising from or as a result of any work, action or inaction by Developer, its employees, agents related to or arising out of the Grading Permit, the grading plan, issuance of the Grading Permit prior to County review of the improvement plans and approval of a bond estimate, the waiver of 30.32.040(a)(4), and/or the performance of the terms and conditions of this Agreement. This section survives termination of this Agreement.

3. At the time of execution of this Agreement by Developer, the Developer shall deposit with the County as cash deposit in the amount of Two Thousand and 00/100 Dollars (\$2,000) for each acre represented in the approved grading plans to: 1) secure its obligations set forth in this Agreement; 2) to cover costs that the County may incur to mediate any drainage issues caused by the development prior to completing the development project; and; 3) to cover the costs resulting from any default of this Agreement by the Developer. If the acreage of the grading plan is less than one (1) acre, then the cash deposit shall be in the amount of Two Thousand and 00/100 Dollars (\$2,000). The fee for any acreage over one (1) acre will be calculated to the nearest tenth of an acre (xx.x acre). A copy of the cash deposit is attached hereto as Exhibit "B". The cash deposit must be maintained in full as the continuing obligation during the entire term of this license. The County shall have the right to withdraw from the cash deposit, and use, the full amount of all sums and damages necessary in connection with its purpose under this Agreement and the Developer will replenish the cash deposit to the full amount.;

4. Developer agrees to adjust, change, correct and/or alter grades that may be required by the County, as solely determined by the County, between the execution of this Agreement and the approval of the final plan.

5. That Developer shall maintain the Property in accordance with the grading plan and applicable laws, state, federal and local, conditions, standards, requirements, rules, specifications and regulations of the County.

6. That Developer shall grade and maintain the Property in such a manner so as not to pose a risk of danger to persons or property, and so as not to interfere with the rights or reasonable convenience of the owners or property which adjoin any of the Property. Developer will be responsible for any interference or damage to public and/or private improvements and property.

7. That if Developer fails to perform the terms and conditions of this Agreement or the Grading Permit, the County, at its option, may take the appropriate action, as solely determined by the County. Applicant will be responsible for any and all costs incurred by the County and will pay the County for such costs within thirty (30) days of receipt of invoice from the County.

