

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 30.06.11E(1)(xiii) provides that a grading permit may be issued without compliance with 30.06.11E(1)(iv)-(v), 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 30.06.11E, 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 30.06.11E, with the exception of 30.06.11E(1)(iv)-(v), 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 30.06.11E, with the exception of 30.06.11E(1)(iv)-(v), 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 30.06.11E, with the exception of subsection 30.06.11E(1)(iv)-(v), 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 30.06.11E(1)(iv)-(v), and/or the performance of the terms and conditions of this Agreement. This section survives termination of this Agreement.

3. Developer, at its own cost and expense, shall obtain and maintain Comprehensive General Liability Insurance naming the County, its officers, employees, volunteers, and agents as additional insured for the duration of this Agreement. General liability coverage must be provided either on a Commercial General Liability form or a Broad Form Comprehensive General Liability form. No exceptions to the standard coverage provided by such forms are permitted. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, Broad Form property damage, premises operations, severability of interest, products and completed operations, and contractual and independent contractors. Developer shall maintain at all times limits of no less than \$5,000,000 combined single limit per occurrence for bodily injury (including death), personal injury, and property damage. The insurance coverage supplied by the Licensee must provide for a 30-day notice to the County before implementation of a proposal to suspend, void, cancel or reduce in coverage, or in limits, the required insurance coverage. This notice requirement does not waive the insurance requirements contained herein. Developer shall provide the County with Certificates of Insurance within ten (10) working days after execution of this Agreement by Developer. The certificates and endorsements for any and all insurance policies required by this Agreement are to be signed by a person authorized by the insurer and licensed by the State of Nevada. The insurance obligation does not in any way limit Developer's liability obligations to the County. Attached as Exhibit "B", evidencing said compliance with this Section.

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.

