Nevada Irrigation District

Staff Report

TO: Board of Directors

FROM: Gabe Aronow, P.E., Director of Engineering
Tricia Panock, Business Services Technician

DATE: November 16, 2026

SUBJECT: **Conveyance Agreement – Auburn Grace Community Church**
Combie Ophir III Canal Encasement - Consent Agenda

ENGINEERING DEPT

RECOMMENDATION:
Approve Conveyance Agreement with Auburn Grace Community Church for installation of approximately 716 lineal feet of 60" pipe and all appurtenances to encase and realign a section of the Combie Ophir III Canal through Placer County parcels 051-120-069 and 051-120-070.

BACKGROUND:
Auburn Grace Community Church is improving the property located at 3455 Bell Road, Auburn and is required to encase a section of the Combie Ophir III Canal.

CWE Corp. submitted improvement plans for the encasement and realignment of a section of the Combie Ophir III Canal. The plan check and inspection deposit has been collected. Improvement plans have been reviewed by District staff and approved by the Director of Engineering.

The conveyance agreement (Form 10-A) addresses components of construction, inspection, and dedication of improvements to the District. After an in-depth staff review of the improvement plans, and approval by the Director of Engineering, the agreement typically goes to the Board for execution via the consent agenda.

BUDGETARY IMPACT:
Developer pays all costs.

Attachments (2)
- Conveyance Agreement w/ Exhibits
- Location Map

AGREEMENT

(Conveyance)

THIS AGREEMENT made and entered into this 5 day of November, 2026, by and between the NEVADA IRRIGATION DISTRICT, hereinafter referred to as "District" and AUBURN GRACE COMMUNITY CHURCH, hereinafter referred to as "Developer".

RECITALS

WHEREAS, Developer has prepared or caused to be prepared, at Developer's sole cost, expense, and responsibility, plans and specifications entitled AUBURN GRACE PARK CHURCH CANAL ENCASEMENT, (filed in District's office as Auburn Grace Canal Encasement"), as prepared by CWE Corp. for construction of water system improvements on Placer County APN 051-120-069, -070, consisting generally of 716 FEET OF 60" DIAMETER PVC that will carry the canal water (encase) within a dirt embankment; inlet and outlet structure will transition the pipe from the canal and all appurtenances thereto, to continue flowing raw water within the Combie Ophir III Canal, a copy of which is attached hereto marked Exhibit "A" and made a part of this Agreement; and

WHEREAS, the plans and specifications contained in Exhibit "A" meet with the State Water Resources Control Board Division of Drinking Water and District Engineer's acceptance; and

WHEREAS, the facilities and improvements lie within the boundaries of the District and are more particularly described in Exhibit "A"; and

WHEREAS, Developer desires District to accept said water system improvements into District's overall water system upon completion; and

WHEREAS, District, subject to the following terms and conditions, as well as those contained in the District's Regulations Relating to Water Service, is willing to accept said water system improvements upon completion, provided the water system improvements are constructed in accordance with the plans and specifications and in a manner meeting District's approval;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE 1 - RECITALS: The recitals contained herein are an integral part of this Agreement.

ARTICLE 2 - PLANS: Attached hereto marked Exhibit "A" and made a part of this Agreement is one set of plans reduced to 11" x 17", prepared by the Developer's licensed civil engineer, and consisting of 28 sheets, and specifications for construction of water system improvements. The District's acceptance of these plans and specifications does not constitute a warranty or guaranty by District of proper design nor does it relieve Developer of responsibility for the proper design and construction of the improvements thereon.

ARTICLE 3 - ENGINEERING, PLAN-CHECK, AND INSPECTION SERVICES PERFORMED BY DISTRICT: District and Developer understand and agree that Developer shall assume the cost and expense of District's performance of "engineering, plan-check, and inspection services", hereinafter referred to as "inspection", in connection with Developer's construction of water system improvements described in Exhibit "A" attached hereto. Developer shall deposit the sum of $55,157.55, receipt of which is hereby acknowledged by District, which sum shall be applied

to Developer's payment for inspection services performed by District. Should the fee for inspection services exceed the above deposit, Developer agrees to pay any balance due within 30 days after the date of the billing. A late payment charge of 1.5 percent per month will be added on any unpaid balance thereafter. Furthermore, the Developer agrees to pay any balance due prior to offering the improvements to District. District shall not accept conveyance until any balance due is paid. Should the fee for inspection services be less than the above deposit, District shall refund the remaining amount to Developer. The primary purpose of this paragraph within Article 3 is intended to compensate and reimburse District for any and all inspection services performed in connection with Developer's construction of the water system facilities described in Exhibit "A" attached hereto. District's acceptance of payment for inspection services performed is not a warranty or guarantee by District of proper design or proper specifications of materials or construction.

ARTICLE 4 – PERFORMANCE BOND REQUIREMENTS: The Developer shall supply District with a Performance Bond, in a form meeting District approval, a copy of which is attached hereto marked Exhibit "G" and made a part of this agreement, prior to start of work on any of the canal improvements for the District's Combie Ophir III Canal. The Bond shall be for 100% of the estimated cost of constructing the canal improvement or restoring the canal to its original condition as shown in Exhibit "A" attached hereto. For the purposes of this agreement, the estimated construction or restoration cost for this canal improvement or restoration work is $1,050,627.00. The Performance Bond shall guaranty that the Developer shall complete all portions of the canal improvements and implement operation of same. The Developer shall then well, truly and faithfully perform its duties, all the undertakings, covenants, terms and conditions of this agreement any extension thereof, which may be granted by the District.

ARTICLE 5 - LABOR AND MATERIAL PAYMENT BONDING REQUIREMENTS: The Developer shall defend and indemnify the District against all claims for nonpayment of labor, material, and other obligations incurred by the Developer, its agents, contractors, employees, and assigns. The estimated cost of construction of the water system improvements is $1,050,627.00.

Should the estimated cost of constructing the improvements be less than $50,000 at the time of offering the water system improvements to the District, the Developer shall provide a written "OFFER OF DEDICATION" in the form as described in Exhibit "C" attached hereto and made a part hereof. The "OFFER OF DEDICATION" shall state inter alia that the improvements are free and clear of all liens, encumbrances, and other expense.

Should the estimated cost of constructing the water system improvements be less than $500,000, but more than $50,000, in addition to supplying a written "OFFER OF DEDICATION" in the form as described in Exhibit "C", the Developer shall either submit a "RELEASE" agreement in the form of Exhibit "D", attached hereto and made a part hereof, from each and every contractor, subcontractor, corporation, firm, person, or business entity furnishing materials for or performing labor or other services in performing the terms and provisions of this Agreement, or a Labor and Material Payment Bond to the District in the form prescribed by Exhibit "E" attached hereto and made a part hereof the principal sum of not less than the estimated construction cost as provided herein. In addition, Developer shall maintain an accurate and current list of all contractors, subcontractors, business entities, corporations, firms, and/or persons performing the terms and provisions of this Agreement, and shall make this list available to the District engineer upon request.

Should the estimated cost of constructing the water system improvements be in excess of $500,000, the Developer shall, prior to commencing construction, submit a Labor and Material Payment Bond in the form as shown in Exhibit "E" attached hereto and made a part hereof. The bond shall be obtained at the sole cost of Developer and shall be in a principal amount of not less

than the estimated cost of construction as set forth herein. In addition, the Developer shall, at the time of offering the water system improvements to the District, provide an "OFFER OF DEDICATION" statement in the form as set forth in Exhibit "C", attached hereto and made a part hereof, which statement verifies that the water system improvements are free and clear of all liens, encumbrances, and other expense.

ARTICLE 6 - INSURANCE REQUIREMENTS: Prior to Developer's commencement of construction of the water system improvements as otherwise set forth in the terms and provisions of this Agreement, general liability insurance naming the District as additional named insured shall be taken out and maintained for the duration of this Conveyance Agreement by Developer or Developer's contractor for claims for damages to property, personal injury, bodily injury, and accidental death. The types of insurance covered under the general liability policy shall include, but not be limited to, comprehensive form, premises-operations, underground hazard, products/ completed operations hazard, broad form property damage, independent contractor, and personal injury. Prior to any blasting operations for removal of rock, stumps, or other materials from the work area, the general liability policy must also contain explosion and collapse hazard coverage. It shall also include coverage for Products-Completed Operations liability losses for a period of 12 months from the date of District's acceptance of the completed works. (This time period corresponds with the 12-month maintenance bond requirement.) All insurance acquired under the terms of this article must be obtained through an insurance company authorized and licensed to do business in the State of California. The general liability policy shall contain limits of liability as follows:

1. Bodily Injury: $1,000,000 for each occurrence, $1,000,000 aggregate
2. Property Damage: $500,000 each occurrence, $500,000 aggregate.

General Liability Insurance policies having combined single limits damage combined of liability shall carry limits for bodily injury and property damage combined of $1,000,000 each occurrence and $1,000,000 aggregate.

The certificate of insurance shall also have a description of operations/locations/vehicles that refers specifically to the water system improvements.

ARTICLE 7 - PROOF OF INSURANCE: The Developer shall submit or cause to be submitted a copy of the insurance policy(ies) with endorsements and exclusions, and shall submit a certified copy of the endorsement naming the District as additional insured to the District as proof of general liability insurance as required by this Agreement. Developer shall receive District approval that the insurance requirements of this Agreement have been met. The Developer must receive this approval prior to the start of construction pursuant to the terms of this Agreement.

ARTICLE 8 - HOLD HARMLESS AND INDEMNIFICATION: Developer shall hold District and District's agents, officers, and employees harmless from any and all claims, lawsuits, acts, or omissions arising out of Developer's performance of the terms and conditions of this Agreement. Likewise, Developer shall defend and/or pay the cost of defending and indemnifying District together with District's Agents, employees, and officers from all civil proceedings, claims, and/or judgments including, but not limited to, payment of all attorney fees and litigation costs.

ARTICLE 9 – INSPECTION OF WORK: Developer shall give two working days' advance notice prior to Developer's contractor starting any work associated with the water system improvements and shall keep District informed of construction schedules throughout the course of the work in order for District to properly schedule inspection personnel. It is suggested that

Developer's contractor provide District submittals on any materials proposed for the water system improvements for approval prior to purchase.

ARTICLE 10 - BEGINNING OF WORK OR TERMINATION: This Agreement shall terminate and be of no further force or effect at District's discretion should District determine that Developer has failed to cause construction of the water system improvements as shown on Exhibit "A" to commence within nine (9) months from the date of this Agreement.

For purposes of this Article, Developer's commencement of construction shall not be deemed to have occurred upon one or any combination of the following actions or events:

1. Bid advertisement
2. Execution of contracts or bonds
3. Ordering of material and supplies or the delivery and stockpiling of materials and supplies on the job site.
4. Clearing and grubbing for or construction of roads including the completion of rough subgrade work.

District and Developer understand and agree that construction upon the water system improvements shall be deemed to have commenced when Developer causes its properly-licensed contractor to excavate and backfill pipeline in excess of 10 percent of the total water system to be constructed pursuant to the terms of this Agreement. The District engineer shall make the determination as to the percentage of water system caused to be constructed and installed by Developer.

ARTICLE 11 - CONSTRUCTION: Developer shall cause the water system improvements described in Exhibit "A" to be constructed by a properly-licensed contractor, without expense to District, and District shall not be responsible for any of the cost of said improvements. The Developer is not acting as a contractor, agent, official, or representative of District in constructing or providing such water system improvements, or in causing such improvements to be installed. This Agreement simply provides for the transfer and assumption of responsibility for such water system improvements to be installed upon completion and upon performance of all terms of this Agreement to be performed by Developer. The approval of the plans and specifications as presented by Developer shall not be deemed as a warranty or guarantee by District of proper design or proper specifications of materials or construction. District specifically relies upon the design and specifications as prepared or caused to be prepared by Developer as being in keeping with the requirements of District, as being in accordance with the conditions of the geography, and as having specific materials and equipment of the highest practicable quality and character. The Developer will provide a licensed civil engineer to act as the project engineer during construction.

ARTICLE 12 - NOTIFICATION OF DEVIATIONS OR FAILURES: District agrees to notify Developer in writing as to any deviations or failure in construction of the water system improvements pursuant to said plans and specifications, and the requirements of said District as soon as any deviation is brought to District's attention, and Developer shall immediately cause such deviation or failure to be corrected at the sole cost of Developer. Developer agrees that District is not, by inspection of the construction or installation of the improvements, representing Developer or providing a substitute for inspection and control of the work by Developer. Developer agrees that any inspections and observations of the work by District are for the sole purposes of providing notice of the stage and character of the work. Developer agrees that the failure of the District to note variances from the plans and specifications for the project does not excuse or exempt Developer from complying with all terms of these plans and specifications.

ARTICLE 13 - COMPLETION OF WORK OR TERMINATION: This Agreement shall terminate and be of no further force or effect at District's discretion should District determine that Developer has failed to cause construction of the water system improvements as shown on Exhibit "A" to be completed within one and one-half (1-1/2) years from the date of this Agreement.

For the purposes of this Article, Developer's completion of the construction shall occur upon the District's accepting conveyance of the water system improvements pursuant to Article 14 of this Agreement. Developer further understands and agrees that District may withhold acceptance of Developer's proposed dedication of the facilities should the District Engineer determine that any portion of the water system improvements have failed to pass appropriate pressure and leakage tests or that samples of water taken from the treated water lines and tested are determined not to be safe by the District Engineer. Developer understands and agrees the District may also withhold acceptance of the proposed dedication of water system should the District Engineer determine that Developer failed to complete all other construction either over, under or adjacent to the water system improvements including but not limited to final road grade, paving, curbs, gutters, sidewalks, all other utilities, and restoration of rights of way.

ARTICLE 14 - CONVEYANCE: Upon completion of the water system improvements in a manner meeting District's approval, Developer shall immediately convey said improvements and title thereto free and clear of all liens, encumbrances and expense to District by such conveyance and documents as deemed necessary by District, including but not limited to the following:

1. An executed "OFFER OF DEDICATION" (Exhibit "C") offering the water system improvements shown on Exhibit "A" to the District.
2. "RELEASE" statements (Exhibit "D") from every contractor, subcontractor, corporation, firm or business entity furnishing materials for or performing labor or other services, ***OR*** a Labor and Material Payment Bond (Exhibit "E"), all as specified in Article 5.
3. Developer shall provide District with proof satisfactory to District that Developer has acquired all local, state, and federal permits, maps or licenses and that Developer shall comply with all local, state and federal rules, ordinances and regulations relevant to the real property on, over or under which the water system improvements are situated.
4. Payment of any balance due for engineering, plan-check, and inspection services performed by District.
5. One set of 24-inch by 36-inch reproducible "as-built" drawings on Mylar or material of suitable durability of the improvements constructed.
6. All easements and rights of way required by District.
7. Developer shall furnish a Maintenance Bond in the form prescribed in Exhibit "F" attached hereto and made part hereof in an amount of not less than 20 percent of construction cost of the water system improvements protecting the District against any failure of the work due to faulty materials, poor workmanship, or defective equipment within a period of one year following acceptance of the "OFFER OF DEDICATION" of the water system improvements by the District's Board of Directors.

   In place of a Maintenance Bond, the Developer may offer a certificate of deposit or an irrevocable letter of credit meeting the District's approval as to form and financial institute utilized. Certificates of deposit used in lieu of a maintenance bond must be opened either in the Developer's name and specifically assigned to the District or opened on behalf of the District only. The signatory for the District shall be the Treasurer or Assistant Treasurer of the District.

   District, upon approving the work in writing, shall accept the "OFFER OF DEDICATION" of the water system improvements and include said improvements into its overall water system and

shall operate, maintain, and repair said improvements except as specified during the warranty period.

ARTICLE 15 - APPLICATION FOR WATER: No water shall be delivered to or conveyed by or through the water system improvements shown on Exhibit "A", other than for testing purposes, until said water system is conveyed to District, formally accepted by District, and proper applications for water service have been filed with District and accepted.

ARTICLE 16 - OBLIGATION FOR PIPELINES AND/OR FACILITIES: District shall be under no obligation to provide additional pipelines and/or facilities in order to serve water to Developer's project. Upon acceptance of the water system improvements by District, it shall become the sole property of District and shall be used and operated at District's sole discretion.

ARTICLE 17 - RULES AND REGULATIONS: Upon the water system improvements being accepted by District, Developer, its successors and assigns, shall be subject to and shall comply with all of the rules and regulations of District and shall pay the water rates, tolls and charges, and standby charges as they may be levied and/or established by District's Board of Directors from time to time.

ARTICLE 18 - ASSIGNMENT: No transfer or assignment may be made by Developer of this Agreement or any part or interest of law unless such transfer or assignment is approved in writing by the District, provided further that District shall not unreasonably withhold consent to transfer or assignment. In the event of such transfer or assignment, District may, at its sole option and in addition to any other remedy that it may have, elect to terminate this Agreement.

ARTICLE 19 - NOTICES: The mailing addresses of District and Developer for purposes of giving any notice required pursuant to this Agreement are as follows:

DISTRICT	**DEVELOPER**
NEVADA IRRIGATION DISTRICT 1036 West Main Street Grass Valley, CA 95945	AUBURN GRACE COMMUNITY CHURCH 3126 Olympic Way Auburn CA 95603

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

NEVADA IRRIGATION DISTRICT

By_____
Chris Bierwagen, President

By_____
Kris Stepanian, Secretary

DEVELOPER

By_____
Charles Townsend
Auburn Grace Community Church, Board Secretary

DEVELOPER'S IMPROVEMENT PLANS

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OFFER OF DEDICATION

I/We hereby extend an offer to convey, transfer, and dedicate all rights, title, and interest in and to that certain water system and appurtenances more particularly described in Exhibit "A" attached to the Agreement by and between NEVADA IRRIGATION DISTRICT and AUBURN GRACE COMMUNITY CHURCH hereinafter referred to as DEVELOPER, dated **November 5, 2026**, a copy of which is on file in District headquarters located in Grass Valley, California; to Nevada Irrigation District, assuring and warranting to said District that the water system for the project known as AUBURN GRACE PARK CHURCH CANAL ENCASEMENT (filed in District's office as "Auburn Grace Canal Encasement"), is free and clear of all liens, encumbrances, and other expense.

I/We have constructed or caused the construction and installation of the water system and improvements described in Exhibit "A" attached to said Agreement, and do hereby assure and warrant to NEVADA IRRIGATION DISTRICT that the water system improvement facilities together with the contractors, subcontractors, employees, or agents of the Developer have been fully and completely paid and there exist no liens, encumbrances, stop notices, or claims on the water system improvement facilities or by any of the subcontractors, employees, or agents against the water system improvement facilities constructed pursuant to the terms of the above Agreement or against NEVADA IRRIGATION DISTRICT.

I/We declare under penalty of perjury that the foregoing is true and correct. Executed this

_____ day of _____, 20___, in the City of _____, County of

_____, State of California.

DEVELOPER

By_____
Charles Townsend, Board Secretary
AUBURN GRACE COMMUNITY CHURCH

We accept this "OFFER OF DEDICATION" made by _____

_____ on this _____ day of _____, 20____.

NEVADA IRRIGATION DISTRICT

By_____
Jennifer Hanson, General Manager

Note: All blanks must be completed properly; otherwise the Nevada Irrigation District will not accept the Offer.

RELEASE

FOR ADEQUATE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, jointly, severally, and individually releases and forever discharges the Developer, AUBURN GRACE COMMUNITY CHURCH, and NEVADA IRRIGATION DISTRICT, together with all other persons, firms, business entities, irrigation districts, and government entities whatsoever of and from any and all actions, causes of action, claims, demands, damages, stop notice actions, costs, expenses, liens, and compensation on account of or in any way growing out of the construction, installation, and work of those certain water system facilities described in the Conveyance Agreement dated November 5, 2026, by and between NEVADA IRRIGATION DISTRICT and the Developer named above; the project being known as AUBURN GRACE PARK CHURCH CANAL ENCASEMENT, (filed in District's office as "Auburn Grace Canal Encasement").

INDIVIDUAL OR FIRM

_____
(Print Name)

_____
(Address)

_____
(City) (State) (Zip)

By _____
(Signature)

_____
(Title) (Date)

Note: All blanks must be completed properly; otherwise the Nevada Irrigation District will not accept the release.

LABOR AND MATERIAL PAYMENT BOND

By this Agreement_____

of_____, hereinafter referred to as "Principal", and _____ of _____

(a corporation certified as a corporation admitted to do business in the State of California as a surety insurer), hereinafter referred to as "Surety" are held and firmly bound to NEVADA IRRIGATION DISTRICT, hereinafter referred to as "District", and to any and all persons who perform labor upon, or furnish material to be used in, or furnish appliances, trucks, or power contributing to the work to be performed under an agreement (filed in District's office as "Auburn Grace Canal Encasement"), hereinafter specifically described in the amounts of _____ ($_____), for the payment of which Principal and Surety hereby bind themselves, their heirs, legal representatives, successors, and assigns, jointly and severally.

On the date of November 5, 2026, Principal entered into an agreement with District for the principal purposes of constructing or providing for the construction of certain water system improvements, together with appurtenances thereto, to which agreement references are made for further particulars. A copy of the Agreement is attached hereto labeled Exhibit "A" and made a part hereof.

The condition of this obligation is that if the Principal shall promptly and faithfully make payment to all persons, firms, subcontractors, and corporations furnishing material for or performing labor thereof including all amounts due for materials, lubricants, labor, in the prosecution of the work provided for in the Agreement attached hereto as Exhibit "A" and any authorized extension or modification thereof including all amounts due for materials, lubricants, oil, gasoline, power, repairs on machinery, equipment, and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all other labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.

FOR VALUE RECEIVED, the Surety hereby agrees that no change, extension of time, alteration, or addition to the terms of the Agreement attached hereto as Exhibit "A" or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect the Surety's obligation on this Bond, and said Surety does hereby waive notice of any such change, extension of time, alteration, or addition or modification to the terms of the Agreement or to the work to be performed or to the specifications.

The lien claimants to whom the provisions of this Bond inure shall have a right of action to recover hereon in any suit brought to foreclose liens as provided by the Mechanics Lien Laws and Public Work Lien Laws of the State of California, or in a separate suit brought hereon. No final settlement or compromise between the District and the Developer shall abridge the right of any beneficiary hereunder to pursue such remedies as may be provided such beneficiary by California Law.

IN WITNESS WHEREOF, this Labor and Material Payment Bond is executed on the ____ day of _____, 20____ in the City of _____, County of _____, State of California.

_____

[Seal]

_____
"PRINCIPAL"

_____

[Seal]

_____
"SURETY"

State of California }
} ss
County of _____ }

Subscribed and sworn to before me this ____ day of _____, 20____, at _____, California.

_____
Notary Public

1) No_____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, (2) _____ hereinafter called "Principal", and (3) _____ of _____, hereinafter called "Surety", are held and firmly bound unto the Nevada Irrigation District, 1036 West Main Street, Grass Valley, California 95945, hereinafter called "Obligee", in the sum of (5)_____ Dollars, (6) ($_____) for the payment of which, well and truly to be made, the said Principal and Surety bind themselves, jointly, severally, and firmly by these presents together with their heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas, the said Principal has entered into a certain Agreement with the Obligee (filed in District's office as "Auburn Grace Canal Encasement") dated (7)_____, this Maintenance Bond being Exhibit "F" of that Agreement, for the construction and the installation of water system improvements and all appurtenances thereto, the conditions of said Agreement being made a part hereof, wherein Principal agrees to repair, maintain, and remedy the water system improvements and all appurtenances for a period of one year following the date of Obligee's acceptance of the conveyance of the water system improvements and appurtenances.

NOW, THEREFORE, if the Principal shall maintain and remedy said work free from defects in materials and workmanship for a period of one year following the date on which the Board of Directors of the Obligee formally accepts conveyance of work described herein, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, this Maintenance Bond is executed on the ____ day of _____, 20___, in the City of _____, County of _____, State of California.

(Seal)
(If Applicable)

(8)_____

(9) By_____
"PRINCIPAL"

(Seal)

(10)

(11) By_____
"SURETY"

(12) Address _____

_____

_____

State of California }
} ss
County of _____ }

Subscribed and sworn to before me this ____ day of _____, 20____, at _____, California.

_____
Notary Public

(1) Surety's Bond number for reference.
(2) Same as "Developer" in Conveyance Agreement.
(3) Full name of Surety Company.
(4) State in which it was duly organized.
(5) Amount as agreed to by District Engineer - spell out.
(6) Numerical dollar amount.
(7) Date of Agreement with the District.
(8) Type or print Principals (correct) Corporate, Partnership, or individual's name, as the case may be.
(9) Signature and seal, if applicable, must be witnessed and notarized.
(10) Type or print Surety's corporate name.
(11) Signature and seal must be witnessed and notarized. If signator for Surety is Attorney-in-fact, attach the proper Power of Attorney.
(12) Enter mailing address of Surety for purposes of giving any notice pursuant to this Maintenance Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1)_____

_____a (2) _____

hereinafter called "Principal" and (3_____

of _____ State of_____ hereinafter called the "Surety", are held and firmly bound unto Nevada Irrigation District, hereinafter called "Owner", in the penal sum of _____ Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS such that WHEREAS, the Principal entered into a certain agreement with the Owner, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of the _____

_____

,

including all appurtenances thereto, all as set forth in the attached agreement.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such agreement, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the developer shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Performance Bond

AUBURN GRACE COMMUNITY CHURCH

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20___.

ATTEST:

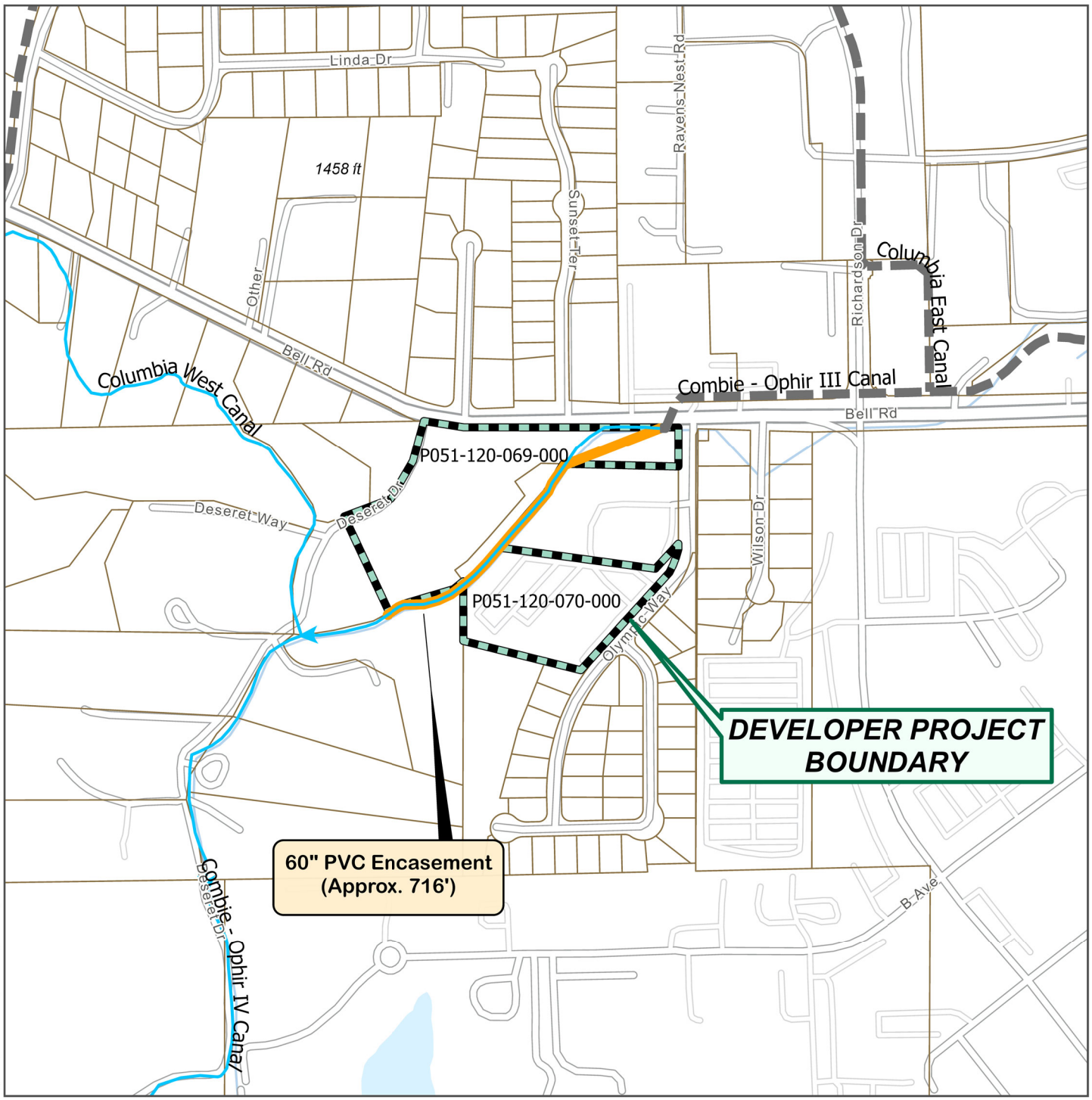
_____	_____
(Principal) Secretary	Principal
(Seal)	By _____
_____	_____
(Witness as to Principal)	
_____	_____
(Address)	(Address)

ATTEST:

_____	_____
(Surety) Secretary	Surety
(Seal)	
_____	By _____
(Witness as to Surety)	Attorney-in-Fact
_____	_____
(Address)	(Address)

NOTE: Date of Bond must not be prior to date of Agreement.

1) Correct name of Developer.
2) A Corporation, A Partnership, or an Individual, as case may be.
3) Correct name of Surety.
4) If Principal is a Partnership, all partners must execute bond.



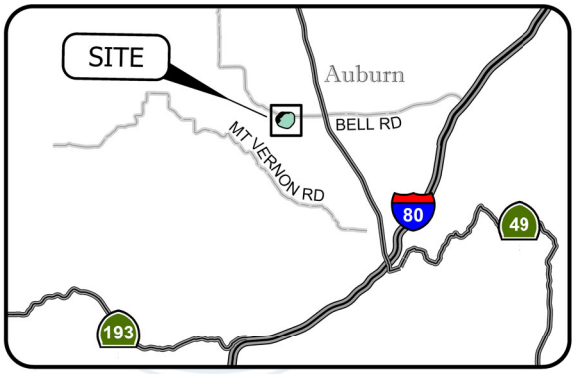
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Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community and the Nevada Irrigation District.

Save Path: F:\Engineering\Drafting\GIS_Jobs\SiteMaps\SiteMaps.aprx Layout: AUBURN GRACE CHURCH PARK Save Date: 6/25/2026 Last Edits By: hammerl

Feet 0 420 840

Miles 0 0.075 0.15



AUBURN GRACE CHURCH PARK

Combie-Ophir III Canal - Division 4

Developer Project:
R0021

NID

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L. Hammer