APN: 123-27-810-006 and 123-27-810-010
RECORDING REQUESTED 8Y: City of North,
Los Vegas
RETURN TO:
City of North Las Vegas
City Clerk's Office
2250 Las Vegas 8!vd., N., Ste. 800 North

Las Vegas, NV 89030

INTERLÓCAL AGREEMENT

THIS AGREEMENT is entered into as of the bth day of Sept. 2017, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF NORTH LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada. The DISTRICT and CITY may hereinafter be referred to as a "Parry" and collectively as the "Parties."

WINESSETH:

WHEREAS, NRS 277.180 provides Inatione or more public agencies may enter into interlocal agreements for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform;

WHEREAS, DISTRICT provides sewage treatment of its own facilities for the unincorporated areas of Clark County;

WHEREAS, CITY sewer lines are not accessible to provide service to the "Site" as shown in Exhibit "A," <u>Parcel Nos.</u> 123-27-810-006 <u>and 123-27-810-010</u>, which is within the boundaries of the CITY and beyond the corporate limits of the DISTRICT but which is more accessible to sewer service by the DISTRICT; and

WHEREAS, DISTRICT and CITY desire to enter into this AGREEMENT, pursuant to NRS 277,180, whereby DISTRICT will provide sewer service to the Site.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

- I. DISTRICT, at its established rates and in accordance with all DISTRICT resolutions and policies, shall allow connection to the DISTRICT sewage collection system by, and will provide sewer service to, the Site.
- 2. Upon adaption of this AGREEMENT, CITY will require all customers/applicants who are located within the boundaries of the Site to pay sewer service and System Development Approval (SDA) charges directly to the DISTRICT, DISTRICT will issue a receipt of payment to each austomor/applicant; each customer/applicant shall submit this paid receipt and copy of approved. application to the CITY and obtain a CITY connection permit for issuance of a CITY building permit(s). Each customer/applicant shall be deemed a customer. of DISTRICT as to the sewer service being provided by DISTRICT, and thereby bound by and subject to all service rules, terms, and/or conditions established by DISTRICT for the provision of sewer service to customer/applicant, until CITY sewer service becomes available as defined below in Section 4 of this Agreement, at which time, the customer/applicant will become a customer of CITY, and thereby bound by and subject to all service rules, terms, and/or conditions established by CITY for the provision of sewer service to customer/applicant.
- 3. The connection less for the Site's connection to DISTRICT sewer services [termed "SDA Charges" by the DISTRICT) must be paid to DISTRICT and are non-refundable. City agrees to indemnify, defend and hold harmless DISTRICT, its members, agents, employees, officers, trustees, attorneys and offiliates from and against any and all assess, claims, obligations, demands, assessments, penalties, liabilities, costs, damages and reasonable attorney's fees and expenses asserted against or incurred by DISTRICT as a result of CITY

exercising its right to require that the customer/apolicant connect to CITY sewer service when it becomes available, as defined in Section 4.

- 4. This AGREEMENT shall be for a term of tiffy (50) years or shall otherwise terminate when CITY sewer service becomes available and CITY requires the Site to connect to CITY sewer service. "Available" is defined to mean that a sewer service line having capacity to handle the customer/applicant's discharge is located within 400 feet of the land parcel on which sewer service is provided to customer/applicant.
- 5. No joint venture is contemplated or established hereby, and neither of the Parties shall be deemed to be the agent of the other for any purpose by virtue of this AGREEMENT.
- 6. The property owner of the Site has acknowledged the terms and conditions of sewer service connection to DISTRICT and CITY's rights when CITY sewer service is available in the attached Exhibit "3," the terms of which are incorporated herein by reference.
- 7. This AGREEMENT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this AGREEMENT, nor any interest therein, may be assigned without the prior written consent at the nenassigning Party.
- The terms of this agreement shall be incorporated into any and all agreements for sewer services between DISTRICT and the property owner(s) for the Site.
- Each Party warrants to the other that they have the authority and capacity to perform the provisions hereof.
- 10. This AGREEMENT may be executed in counterparts, all such counterparts will constitute the same instrument and the signature of any Party.

to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER REGLAMATION DISTRICT

By Thomas A, MINWEGEN General Manager

SUBSCRIBED and SWORN to before me this per day of fugget 2017.

The beside of the stables of the subscript o



CITY OF NORTH LAS VEGAS

JOHN J. LED Movor

SUBSCRIBED and SWORN to before me this 11 day of Seutember 2017.

NOTARY PUBLIC -

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NANCY L. CHAVEZ

NOTAPY PUBLIC

STATE OF NEVADA

Commission Expire: 08-18-19

Conficen No: 98-58781-1

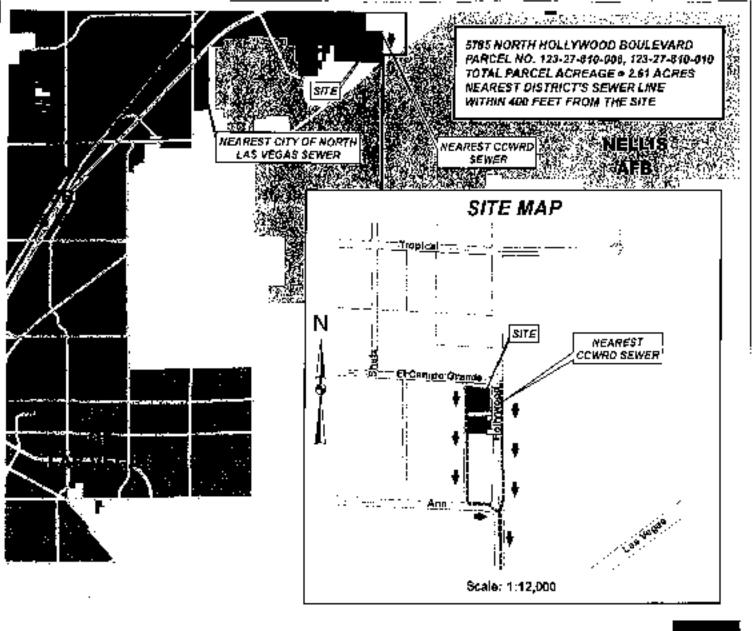
ATTEST:

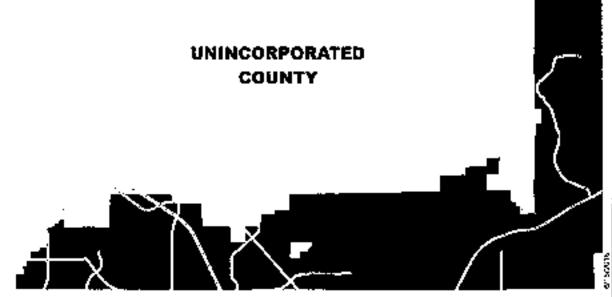
Catherine a. Kayner

CATHERINE ALRAYNOR, MMC, CITY CLERK

APPROVED AS TO FORM:

MICASLA RUSTIA MOORE, CITY ATTORNEY





Scale: 1:98,000



EXHIBIT "B"

ACKNOWLEDGEMENT OF SEWER SERVICE PROVIDED THROUGH INTERLOCAL AGREEMENT

- 1. Mitchell E Wilson ("Owner), hereby acknowledge and agree as follows:
 - I am the owner of the real property located within the City of North Las Vegas (the City") and identified as Parcel Nos. 123-27-810-006 and 123-27-810-010 (the "Property").
 - I have requested that the City immediately provide sewer service to the Property.
 - 3) I understand that the Property is more accessible to the Clark County Water Reclamation District (the "District") sewer system than to the City sewer system, and as such, sewer service will be provided to the Property by the District through the terms of the Interlocal Agreement between the District and the City dated Sept. 6, 2017 (the "ILA"), to which this "Acknowledgement of Sewer Service Provided Through Interlocal Agreement" ("Acknowledgement") is attached as Exhibit "B."
 - 4) I have received a copy of the II.A, fully reviewed it, and understand its contents, including but not limited to the following:
 - a. The connection fee to be paid to the District is non-refundable;
 - The Property is located in the Northern Beltway Commercial Area Special Improvement District No. 65 (the "SID"), which has been formed by the City;
 - The City is in the process of assessing the parce's located in the SID for certain Incal improvements, including a sewer project, and the Property will be assessed for such improvements; and
 - d. It is the City's right and intention to terminate the ILA and move the Property to the City sewer system when that service becomes available, which the City anticipates will be in the near future.
 - 5) I understand that this "Acknowledgement" will be attached to the II.A as Exhibit "B" and incorporated therein by reference.

. . **.**

b) I authorize the recording of the ILA against the Property with the Clark County Recorder's Office and understand and agree that the terms of the ILA (I) are incorporated into the terms of the sewer service to be provided to the Property by the District, (2) run with the Property, and (3) are binding on, and inure to the benefit of, Owner and Owner's successors, successors-in-interest, and assigns.

Signed this Z4_day of _A

ву______

inted Mitchell E

SUBSCRIBED and SWORN to before me this 24 day of AULUST , 2017.

NOTARY PUBLIC

NOTARY PUBLIC STATE OF NEVADA County of Clark MICHAEL R. PARDO

My Appointment Expres Mar. 5, 2019

Mayor Michael L. Monandon

Councilmen
William E. Rebinson
John K. Rhodes
Stephanic S. Smith
Shari Buck



Your Yournmently of Phoirs

City Manager Kurt Feltisch

Assistant City Managers Michele F. Richardson Gregory E. Rose

Madriand Comb



2200 Critic Center Drive • North Las Vegas, Nevada #3434-6302/ Telephone: (702) 633-1030 • Fox: (702) 649-3846

February 28, 2001

Mr. Calvin D. Starman, P.E. Clark County Sanitation District 5857 E. Framingo Road Las Vegas, NV 89122-5598

SUBJECT: INTERLOCAL AGREEMENT FOR SEWER SERVICE TO THE NEVADA ARMY NATIONAL GUARD • APN 123-21-000-002 (C-4868)

Dear Mr. Stermen:

At the February 2, 2001 meeting, the North Las Vegas City Council approved an Interlocal Agreement with Clark County Sanitation District for sewer service to the Nevada Army National Guard. A fully executed "Clerk's Original" agreement is enclosed, and we have reteined one original for our file.

Should you have any questions about this matter, please refer them to Mr. James A. Bell, Director of Public Works, at 833-1919.

Sincerely.

Eilben M. Savigny, CMC

Kan L. Man

City Clerk

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Enc.

ect James A. Ball, Director of Public Works.

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the <u>2nd</u> day of <u>JANUARY</u>, 2001 by and between the CLARK COUNTY SANITATION DISTRICT ("DISTRICT") and the CITY OF NORTH LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or undertaking which the agency is authorized by law to perform; and

WHEREAS, the DISTRICT provides sewage treatment at its own facilities; and WHEREAS. CITY sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by THEUNITED STATES OF AMERICA, WASHINGTOND.C. (approximately 280 total acres — currently occupied as an office, storage, and training facility) within percel APN 123-21-000-002 which is within the corporate limits of the CITY and beyond the boundaries of the DISTRICT but which is more accessible to sewer service by the DISTRICT; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby DISTRICT will provide sewer service to that area as shown on the effected Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions bereinafter set forth, the parties agree as follows:

1. DISTRICT, at its established rates and in accordance with all DISTRICT resolutions and policies, shall allow connection to DISTRICT sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within the City of North Las Vegas.

- 2. Upon adoption of this CONTRACT, CITY will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the DISTRICT. DISTRICT will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the CITY and obtain a CITY SDA for issuance of a City of North Las Vegas building permit(s).
- 3. This agreement shall be for a term of fifty (50) years or when CITY sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.
- 4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.
- 5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the noneselgning party.

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 Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY SANITATION DISTRICT

FRED F. TURNIER, Director

CITY OF NORTH LAS VEGAS

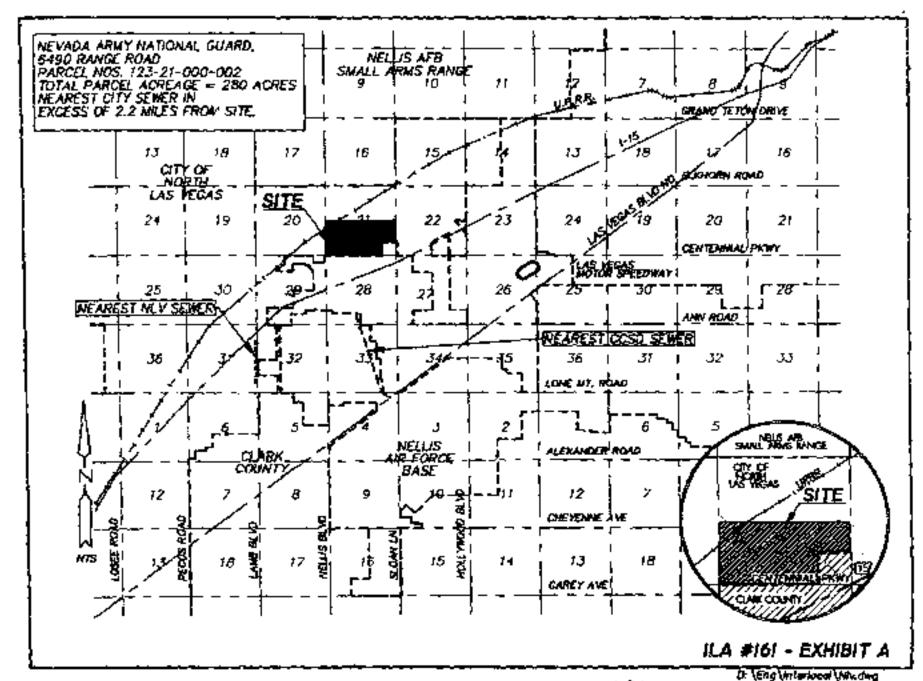
MICHAEL L. MONTANDON, Mayor

ATTEST:

BY ELERN SEVIGNY, City Clerk

APPROVED AS TO FORM:

SECULAR CONTAINS Cay Attorney



APN: 123-27-201-026

RECORDING REQUESTED BY:

City of North Les Vegas

RETURN TO:

City of North Las Vegas

City Clerk's Office.

2250 Las Vegas Bivd., N., \$tc. 800

North Las Vegas, NV 89030

INTERLOGAL AGREEMENT

THIS AGREEMENT is entered into as of the CLL day of Supt. 2017. by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF NORTH LAS VEGAS ("CITY"), both political subdivisions of the Stale of Nevada, located within Clark County, Nevada. The DISTRICT and CITY may hereinafter be referred to as a "Parfy" and collectively as the "Parties."

WITNESSE(F:

WHEREAS. NRS 277.180 provides that one or more public agencies may enter into interlocal agreements for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform:

WHEREAS, DISTRICT provides sewage freatment or its own facilities for the unincorporated areas of Clark County:

WHEREAS, CITY sewer lines are not accessible to provide service to the "Site" as shown in Exhibit "A," <u>Parcel No.</u> 123-27-201-026, which is within the boundaries of the CITY and beyond the corporate limits at the DISTRICT but which is more accessible to sewer service by the DISTRICT; and

WHEREAS, DISTRICT and CITY desire to enter into this AGREEMENT, pursuant to NRS 277.180, whereby DISTRICT will provide sewer service to the Site.

NOW THEREFORE, in consideration of the mulual covenants and conditions hereinatter set forth, the parties agree as follows:

- DISTRICT, at its established rates and in accordance with all DISTRICT resolutions and policies, shall allow connection to the DISTRICT sewage collection system by, and will provide sewer service to, the Site.
- 2. upon adoption of this AGREEMENT, CITY will require customers/applicants who are located within the boundaries of the Site to pay sewer service and System Development Approval (SDA) charges directly to the DISTRICT, DISTRICT will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved. application to the CITY and obtain a CITY connection permit for issuance of a CITY building permit(s). Each customer/applicant shall be deemed a customer. of DISTRICT as to the sewer service being provided by DISTRICT, and thereby bound by and subject to all service rules, terms, and/or conditions eslablished. by DISTRICT for the provision of sewer service to customer/applicant, until CITY. sewer service becomes available as defined below in Section 4 of this Agreement, at which time, the customer/applicant will become a customor of C.TY, and thereby bound by and subject to all service rules, terms, and/or. conditions established by CITY for the provision of sewer service to customer/applicant.
- 3. The connection tees for the Site's connection to DISTRICT sewer services (termed "SDA Charges" by the DISTRICT) must be paid to DISTRICT and are non-refundable. City agrees to indemnify, defend and hold harmiess DISTRICT. Its memoers, agents, employees, officers, trustees, attorneys and affiliates from and against any and all losses, claims, obligations, demands, assessments, penalties, liabilities, costs, damages and reasonable afformey's fees and expenses asserted against or incurred by DISTRICT as a result of CITY

exercising its right to require that the customer/applicant connect to CITY sewor, service when it pecomes available, as defined in Section 4.

- 4. This AGREEMENT shall be for a term of fitty (50) years or shall otherwise terminate when CITY sewer service becomes available and CITY requires the Site to connect to CITY sewer service. "Available" is defined to mean that a sewer service line having capacity to handle the customer/applicant's discharge is located within 400 teet of the and parcel on which sewer service is provided to customer/applicant.
- 5. No joint venture is contemplated or established hereby, and neither of the Parties shall be deemed to be the agent of the other for any purpose by virtue of this AGREEMENT.
- 6. The property owner of the Site has acknowledged the terms and conditions of sewer service connection to DISTRICT and CITY's rights when CITY sewer service is available in the attached Exhibit "B," the terms of which are incorporated herein by reterence.
- 7. This AGREEMENT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this AGREEMENT, nor any interest therein, may be assigned without the prior written consent of the honassigning Party.
- The terms of this agreement shall be incorporated into any and all agreements for sewer services between DISTRICT and the property owner(s) for the Site.
- Each Party warrants to the either that they have the authority and capacity to perform the provisions hereof.
- This AGREEMENT may be executed in counterparts, all such counterparts will constitute the same instrument and the signature of any Party.

to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimite or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By Anna A. Minue THOMAS A. MINWEGEN, Seneral Manager

SUBSCRIBED and SWORN to before me this 2nd day of Lucyust 2017.

This factor is 11. to be tweet diese 2017.

NOTARY PUBLIC



CIY<u>OFN</u>ORTH LAS VEGAS

JOHN J. LAE, Mayor

SUBSCRIBED and SWORN to before me this <u>11</u> day of <u>Subtember</u>. 2017.

NOTARY PUBLIC

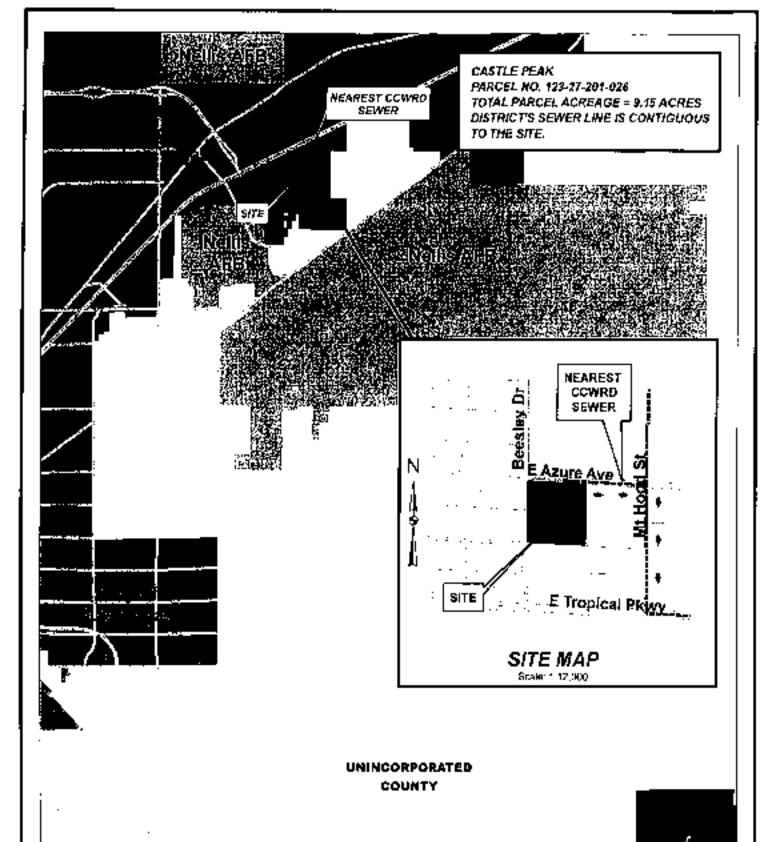
NANCY L. CHAMEZ
NOTARY PUBLIC
BYATE OF NEVADA
My Commission Expires: 08-18-19
Centricale No: 99-68781-1

ATTEST:

BY Catherine a. Raynor CATHERINE A. RAYNOR, MMC, CITY CLERK

APPROVED AS TO FORM:

MICAELA RUSTIA MOORE, CITY ATTORNEY



Scale: 1:95,000





<u>EXHIBIT: "B"</u>

ACKNOWLEDGEMENT OF SEWER SERVICE PROVIDED THROUGH INTERLOCAL AGREEMENT

1, James Whitfield

("Owner), hereby acknowledge and agree as follows:

- I am the owner of the real property located within the City of North Las Vegas (the City") and identified as Parcel No. 123-27-201-026 (the "Property").
- 2) I have requested that the City immediately provide sewer service to the Property.
- 3) I understand that the Property is more accessible to the Clark County Water Reclamation District (the "District") sewer system than to the City sewer system, and as such, sewer service will be provided to the Property by the District through the terms of the Interlocal Agreement between the District and the City dated Sept. 6, 2017 (the "ILA"), to which this "Acknowledgement of Sewer Service Provided Through Interlocal Agreement" ("Acknowledgement") is ultached as Exhibit "B."
- 4) I have received a copy of the ILA, fully reviewed it, and understand its contents, including but not limited to the following:
 - The connection fee to be paid to the District is non-refundable;
 - b. The Property is located in the Northern Beltway Commercial Area Special Improvement District No. 65 (the "SID"), which has been formed by the City;
 - c. The City is in the process of assessing the parcels lucated in the SID for certain local improvements, including a sewer project, and the Property will be assessed for such improvements; and
 - d. It is the City's right and intention to terminate the II.A and move the Property to the City sewer system when that service becomes available, which the City anticipates will be in the near future.
- I understand that this "Acknowledgement" will be attached to the II.A as Exhibit "B" and incorporated (herein by reference.

6) I authorize the recording of the II.A against the Property with the Clark County Recorder's Office and understand and agree that the terms of the II.A (1) are incorporated into the terms of the sewer service to be provided to the Property by the District, (2) run with the Property, and (3) are binding on, and inure to the benefit of, Owner and Owner's successors, successors-in-interest, and assigns.

Signed this 10 = day of August . 2017.

Printed

SUBSCRIBED and SWORN to before me this 10 day of August , 2017.

MOTABA DE DE CO

LISA PRICE
NOTARY PUBLIC
STATE OF NEVADA
GOUNTY OF QUARK
NO 1147441 NY APPT FXP RES APRIL 21, 2019

Mayor Michael L. Montandon

Councileren
William E. Robinson
John K. Rhedes
Stephanie S. Sraith
Shari Buck



Von . Pronouncity of Aboles

City Clerk's Office

2200 Civic Center Onive • North Las Vegas, Nevada 89030-6307 Telephone: (702) 633-1830 • Fax: (702) 649-3646 www.cigrofnorthian-egas.com Cuy Managed Kurt Fritsch

Assistant City Monoger Michele F. Richardson



February 13, 2001

Mr. Calvin D. Starman, P.E. Clark County Senitation District 5857 E. Flamingo Road Las Vegas, NV 89122-5598

SUBJECT: INTERLOCAL AGREEMENT FOR SEWER SERVICE TO THE DRESCHER

CORPORATION - APN 123-27-801-001 (C-4882)

Dear Mr. Starman:

At the February 7, 2001 meeting, the North Las Vegas City Council approved an Interlocal Agreement with Clark County Sanitation District for sewer service to The Drescher Corporation. A fully executed "Clark's Original" agreement is enclosed, and we have retained one original for our file.

Should you have any questions about this matter, please refer them to Mr. James A. Bell, Director of Public Works, at 633-1919.

Sincerely.

Eilean M. Sevigny, CMC

City Clerk

Ι¢

cc: James A. Bell, Director of Public Works

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 4th day of <u>DECEMBER</u>, 2000 by and between the CLARK COUNTY SANITATION DISTRICT ("DISTRICT") and the CITY OF NORTH LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or undertaking which the agency is authorized by law to perform; and

WHEREAS, the DISTRICT provides sawage treatment at its own facilities; and WHEREAS, CITY sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by THE DRESCHER CORPORATION (approximately 40.0 total acres — vacant land) within parcel APN 123-27-601-001 which is within the corporate limits of the CITY and beyond the boundaries of the DISTRICT but which is more accessible to sewer service by the DISTRICT; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby DISTRICT will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

- 1. DISTRICT, at its established rates and in accordance with all DISTRICT resolutions and policies, shall allow connection to DISTRICT sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within the City of North Las Vegas.
 - Upon adoption of this CONTRACT, CITY will require all customers/applicants.

who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the DISTRICT. DISTRICT will issue a receipt of payment to each customer/applicant, each customer/applicant shall submit this paid receipt and copy of approved application to the CITY and obtain a CITY SDA for issuence of a City of North Las Vegas building permit(s).

- 3. This agreement shall be for a term of fifty (50) years or when CITY sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.
- 4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.
- 5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the honassigning party.

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 Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY SANITATION DISTRICT.

FRED F. TURNIER, Director

CITY OF NORTH LAS VEGAS

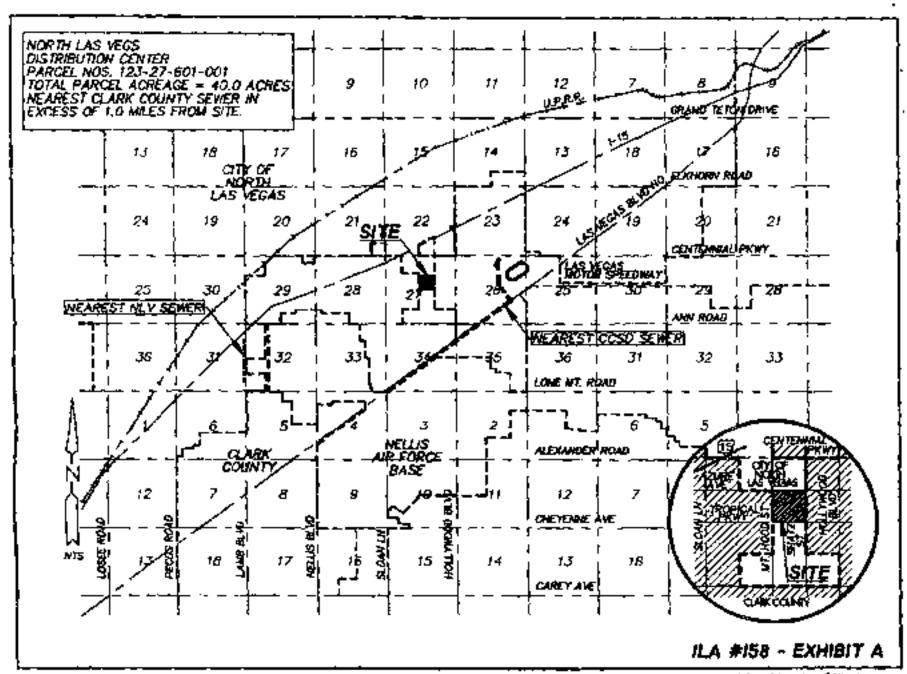
MICHAEL L. MONTANDON, Mayor

ATTEST:

BY EILEN SEVIENY, CAY Clark

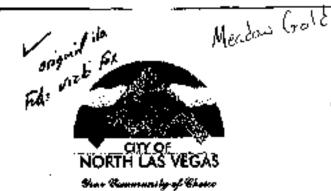
APPROVED AS TO FORM:

SEAN MCCOMAN City Attorney



Mayor Michael L. Montandon

Councilmen
William E. Robinston
Stephanie S. Smith
Shart Buck
Robert L. Sillaron



Acting City Manager
Gregory E. Rose

Anistani City Manager

Dan Tarwater

City Clerk's Office

2200 Civic Center Drive • North Las Vegas, Nevada 19030-6307 Telephone: (702) 633-1030 • Face: (702) 649-3846 www.clipofnorthiamegos.com

August 20, 2003

Mr. Calvin D. Starman, P.E. Clark County Sanitation District 5857 E. Flamingo Road Les Vegas, NV 89122-5598

SUBJECT: INTERLOCAL AGREEMENT FOR SEWER SERVICE TO MEADOW GOLD

DAIRY - APN 123-22-801-019 (C5441)

Dear Mr. Stampen:

At the August 5, 2003 meeting, the North Les Vegas City Council approved an interfocal Agreement with Clark County Water Reciamation District for sewer service to Meadow Gold Dairy, 6350 E. Centennial Parkway. A fully executed agreement is enclosed, and we have retained one original for our file.

Should you have any questions about this matter, please rafer them to Mr. James A. Bell, Director of Public Works, at 633-1919.

Sincerely.

Elleen M. Sevigny, CMC

City Clark

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Enc.

cc. James A. Bell, Director of Public Works

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the <u>27</u>th day of <u>May</u>, 2003 by and between the CLARK COUNTY WATER RECLAMATION DISTRICT (*DISTRICT*) and the CITY OF NORTH LAS VEGAS (*CITY*), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agancies may enter into contracts for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform; and

WHEREAS, the DISTRICT provides sewage treatment at its own facilities; and WHEREAS, CITY sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by <u>Southern Foods Group LP care of Strasburger & Price</u> (approximately: 19.7 total acres -- vacant land; within parcel APN 123-22-801-019) which is within the corporate limits of the CITY and beyond the boundaries of the DISTRICT but which is more accessible to sewer service by the DISTRICT; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby DISTRICT will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. DISTRICT, at its established rates and in accordance with all DISTRICT resolutions and policies, shall allow connection to DISTRICT sewage collection system by, and will provide newer service to, that area as shown on attached Exhibit "A" which is located within the City of North Las Vegas.

- 2. Upon adoption of this CONTRACT, CITY will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the DISTRICT. DISTRICT will issue a teceipt of payment to each customer/applicant, each customer/applicant shall submit this paid receipt and copy of approved application to the CITY and obtain a CITY SDA for issuance of a City of North Las Vegas building permit(s).
- 3. This agreement shall be for a term of fifty (50) years or when CITY sewer service becomes available, whichever should first occur. 'Available' is defined to mean a sewer service line within 400 feel of the Customer's location with capacity to handle the Customer's discharge.
- 4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.
- 5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned witnout the prior written consent of the nonessigning party.

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 Each party warrants to the other that they have the authority and aspectly to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

PETER M. ARCHULETA, General Manager

CITY OF NORTH LAS VEGAS

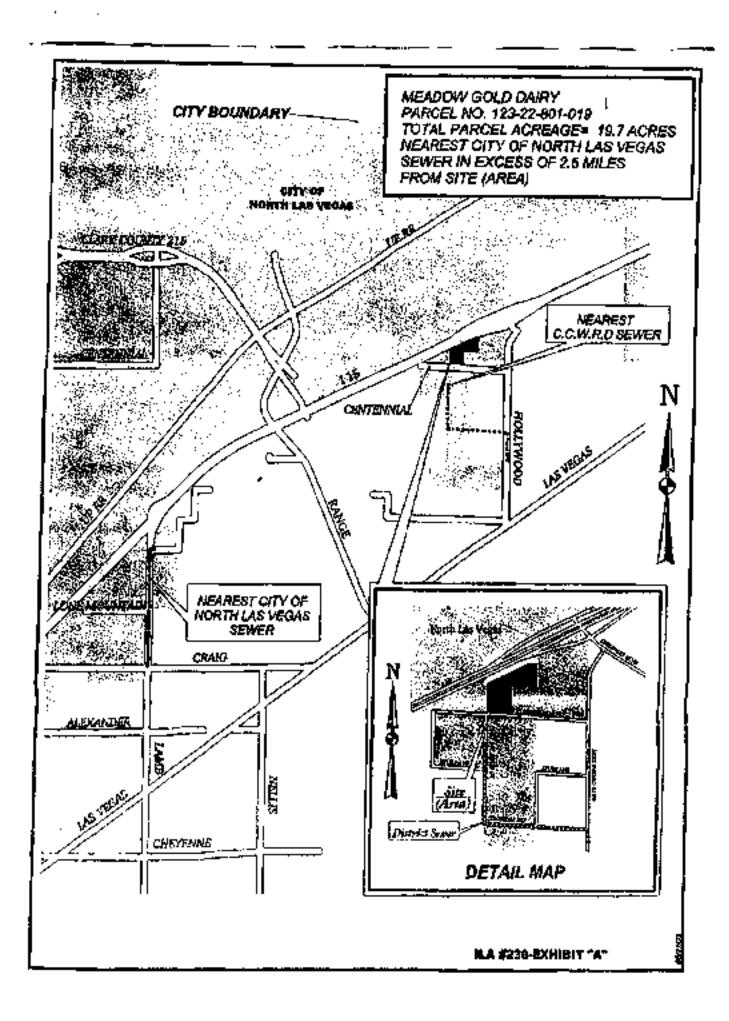
MICHAEL L. MONTANDON, Mayor

ATTEST:

BY EILERN SEVIGNY, City Clerk

APPROVED AS TO FORM:

By Control of the Atlanta



APN: 123-27-101-017

RECORDING REQUESTED BY:

City of North Las Vagas

RETURN TO:

City of North Las Vegas

City Clerk's Office

2250 Las Vegas Blvd., N., Sie, 800.

North Las Vagas, NV 89030

INTERLOCAL AGREEMENT

THIS AGREEMENT'S entered into as of the behalday of Septe. 2017, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF NORTH LAS VEGAS ("CITY"), both political subdivisions of the State of Nevaga, located within Clark County, Nevaga. The DISTRICT and CITY may here hafter be referred to as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into interlocal agreements for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform:

WHEREAS, DISTRICT provides sewage treatment at its own facilities for the unincorporated areas of Clark County:

WHEREAS, CITY sewer lines are not accessible to provide service to the "Site" as shown in Exhibit "A." <u>Parcel No. 123-27-101</u>-017, which is within the boundaries of the CITY and beyond the corporate limits of the DISTRICT but which is more accessible to sewer service by the DISTRICT; and

WHEREAS, D'STRICT and CITY desire to enter into this AGREEMENT, pursuant to NRS 277.180, whereby DISTRICT will provide sewer service to the Site.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

- DiSTRICT, at its established rafes and in accordance with all DISTRICT resolutions and policies, shall aflow connection to the DiSTRICT sewage collection system by, and will provide sewer service to. The Site.
- 2. Upon adaption of this AGREEMENT, CITY will require all customers/applicants who are located within the boundaries of the Site to pay sewer service and System Development Approval (SDA) charges directly to the DISTRICT, DISTRICT will issue a receipt of payment to each customer/applicant; each custamer/applicant shall submit this paid receipt and capy of approvad. application to the CITY and obtain a CITY connection permit for issuance of a CITY building parmit(s). Each customer/applicant shall be deemed a customer. of DISTRICT as to the sewer service being provided by DISTRICT, and thereby bound by and subject to all service rules, terms, and/or conditions established by DISTRICT for the provision of sewer service to customer/applicant, until CITY. sewer service becomes available as defined below in Section 4 of this Agreement, at which time, the customer/applicant will become a customer of CITY, and thereby bound by and subject to all service rules, terms, and/or conditions established by CITY for the provision of sewer service to customer/applicant.
- 3. The connection fees for the Site's connection to DISTRICT sewer services (fermed "SDA Charges" by the DISTRICT) must be paid to DISTRICT and are non-refundable. City agrees to indemnify, defend and hold harmless DISTRICT, its members, agents, employees, efficiers, trustees, differences and affiliates from and against any and all losses, claims, obligations, demands, assessments, penalties, liabilities, costs, damages and reasonable attorney's fees and expenses asserted against or incurred by DISTRICT as a result of CITY

exercising its right to require that the customer/applicant connect to CITY sower, service when it becomes available, as defined in Section 4.

- 4. This AGREEMENT shall be for a ferm of lifty [50] years or shall otherwise terminate when CITY sewer service becomes available and CITY requires the Site to connect to CITY sewer service. "Available" is defined to mean that a sewer service line having capacity to handle the customer/applicant's discharge is located within 400 feet of the land parcel on which sewer service is provided to customer/applicant.
- 5 No joint venture is contemplated or established hereby, and neithor of the Parties shall be deemed to be the agent of the other for any purpose by virtue of this AGREEMENT.
- 6. The property owner of the Site has acknowledged the terms and conditions of sewer service connection to DISTRICT and C.TY's rights when CITY sewer service is available in the attached Exhibit "B." the terms of which are incorporated herein by reference.
- 7. This AGREEMENT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this AGREEMENT, nor any interest therein, may be assigned without the prior written consent of the nonossigning Party.
- 8. The terms of this agreement shall be incorporated into any and all agreements for sewer services between DISTRICT and the property owner(s) for the Site.
- Fach Party warrants to the other that they have the authority and capacity to perform the provisions hereof.
- '0. This AGREEMENT may be executed in counterparts, all such counterparts will constitute the same instrument and the signature of any Party.

to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

BY THOMAS A. MINWEGEN General Manager

SUBSCRIBED and SWCRN to before me this 2017.

Appl My Appl E

CITY-OF-NORTH LAS VÆGAS

JOHN JM EE, Mayor

SUBSCRIBED and SWORN to before me this IV day of Septenber____, 2017.

NOTARY (POBLIC

NANOY L. CHAVEZ
NOTARY PUBLIO
STATE OF NEVADA
My Commission Expires: 08-18-18
Cardionia No: 99-88781-1

ATTEST:

V. Catherine a. Raynor

CATHERINE A. RAYNORYMMO, CITY CLERK

APPROVED AS TO FORM:

MICAFLA RUSTIA MODRE CITY ATTORNEY

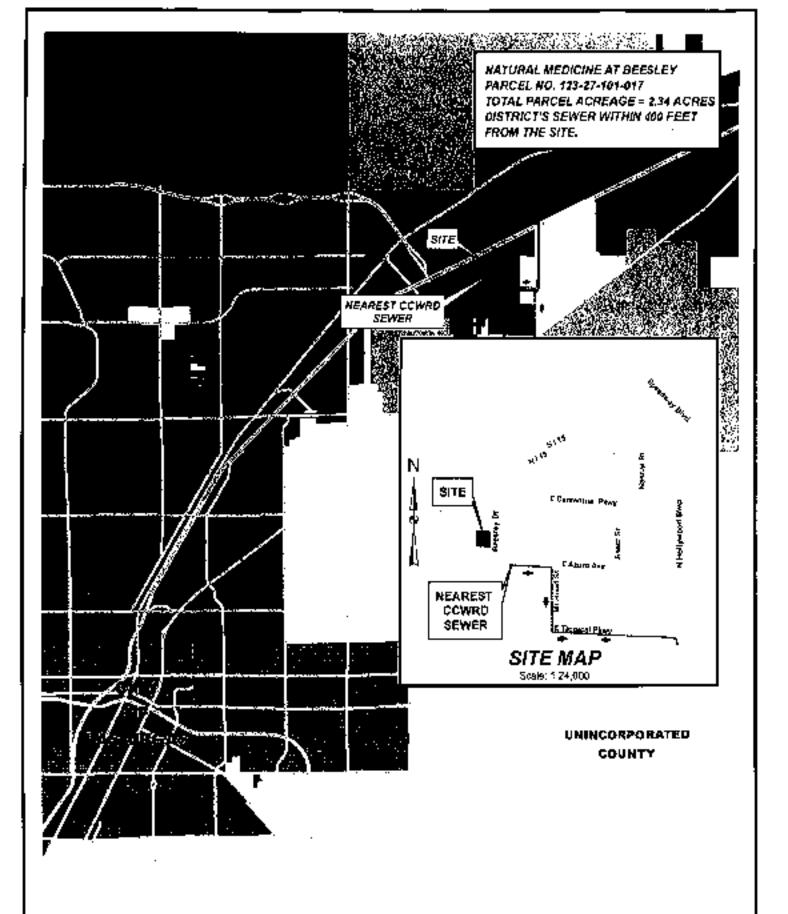








EXHIBIT "B"

ACKNOWLEDGEMENT OF SEWER SERVICE PROVIDED THROUGH INTERLOCAL AGREEMENT

- i. Matlock Holding ("Owner), hereby acknowledge and agree as follows.
 - I am the owner of the real property located within the City of North Las Vegas (the City") and identified as Parcel No. 123-27-101-017 (the "Property").
 - I have requested that the City immediately provide sower service to the Property.
 - 3) I understand that the Property is more accessible to the Clark County Water Reclamation District (the "District") sewer system than to the City sewer system, and as such, sewer service will be provided to the Property by the District through the terms of the Interlocal Agreement hetween the District and the City dated <u>Sept. 6, 2017</u> (the "ILA"), to which this "Acknowledgement of Sewer Service Provided Through Interlocal Agreement" ("Acknowledgement") is attached as Exhibit "B.".
 - 4) I have received a copy of the II.A, fully reviewed it, and understand its contents, including but not limited to the full owing:
 - The connection fee to be paid to the District is non-refundable;
 - b. The Property is located in the Northern Beltway Commercial Area Special Improvement District No. 65 (the "SID"), which has been formed by the City;
 - The City is in the process of assessing the parcels located in the SID for certain local improvements, including a sewer project, and the Property will be assessed for such improvements; and
 - d. It is the City's right and intention to terminate the II A and move the Property to the City sewer system when that service becomes available, which the City anticipates will be in the near future.
 - 5) I understand that this "Acknowledgement" will be attached to the II.A as Exhibit "B" and moorporated therein by reference.

6) I authorize the recording of the ILA against the Property with the Clark County Recorder's Office and understand and agree that the terms of the ILA (1) are incorporated into the terms of the sewer service to be provided to the Property by the District, (2) run with the Property, and (3) are binding on, and input to the benefit of, Owner and Owner's successors, successors-in-interest, and assigns.

Signed this 15 day of AVGVS †

Printed To

SUBSCRIBED and SWORN to before

me this 15 day of 40005 t , 2017.

NOTARY PUBLIC

SANGRICE ACLIENCE
HOTALY PUBLIC
STATE OF NEW AND
My Controlling Explain 64-3009
Controlling Not Statement of the Control

Mayor Michael L. Montandon

Councilmen
William E. Rebinson
Stephanie S. Smith
Shari Buck
Robert L. Eliggon



Hone Kommunity of Thoma

City Manager Gregory E. Rose

Northern Bellway

City Clerk's Office

Kairen L. Storms, CMC, City Clerk 2200 Civic Center Drive • North Las Vegas, Nevada 89000-6307 Telephone: (702) 633-1010 • Fax: (702) 649-3846 • TDD. (800) 126-6868 nonectiva/filenthiasvegas.com

December 11, 2007

Elsa Mercenier Clark County Water Reclamation District 5857 E. Flamingo Road Las Vegas, NV 89122

SUBJECT: Interlocal Contract Sanitary Sewer Service - Northern Beltway Business Center (CNLV Contract No. C 6693)

Dear Ms. Mercenian

At their meeting on Wednesday, December 5, 2007, the City Council of North Les Vegas approved an Interlocal Agreement with Clark County Water Reclamation District for the purpose of providing sewer service to Northern Beltway Business Center located in the vicinity of El Campo Grande and Range Road.

Enclosed is a fully executed copy of the agreement for your files.

If you have any questions regarding this contract, please feel free to contact David Bereskin, Udities Director, at 653-1242.

Sincerely,

Barbara A. Andolina Deputy City Clerk

Susan R. Rodein

Enc.

cc

Devid Bereskin, Director of Utilities

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the "Ath day of Deleber, 2006, by and between the CLARK COUNTY WATER RECEAMATION DISTRICT ("DISTRICT") and the CITY OF NORTH LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, lacated within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277,180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or any underlaking which the agency is authorized by law to perform; and

WHEREAS, the DISTRICT provides sewage treatment at its own facilities; and WHEREAS, CITY sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by <u>Narthern Be twoy industrial Center L.i. C.</u> 39.55 acres — <u>existing industrial property</u>; <u>Pascel No. 723-28-301-011</u> which is within the boundaries of the CITY and beyond the corporate limits of the DISTRICT but which is more accessible to sewer service by the DISTRICT; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby DISTRICT will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

- I. DISTRICT, at its established rates and in accordance with all DISTRICT resolutions and policies, shall allow connection to DISTRICT sewage collection system by, and will provide sewer service to, that area as shown on alloched Exhibit "A" which is located within Clark County.
 - Upon adoation of this CONTRACT, CITY will require all

ILA#4\$B

customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the DiSTRICT. DISTRICT will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the CITY and obtain a CITY connection permit for issuance of a CITY building permit(s).

- 3. This agreement shall be for a term of fifty (50) years or whon CITY sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.
- No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.
- 5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

///// /////

IIIII

 Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By WW RICHARD MENDES, General Manager

CITY OF NORTH LAS VEGAS

MICHAEL L. MONTANDON, Mayor

ATTEST:

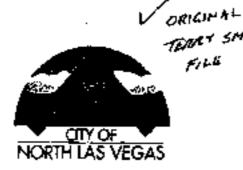
BV MAR STORMS, CHY Clerk

APPROVED AS TO FORM:

SEAN MEGOWAN, City Attorney

Mayor Michael I., Magandan

Councilines
William E. Retrieves
John K. Rindes
Stephanie S. Smith
Shari Buck



Gone Commently of Photos

TOTAL SMITH Cuy Manager
Patrick P. Imperiona

Assistant City Managers Kurt Fritych Michele F. Richardson

Aid to Petroping Contain

City Clerk's Office

2300 Civic Center Drive • North Lus Vogas, Nevada 04050-6307 Telephone: (702) 633-1490 • Fax (702) 649-3836

May 8, 2000

Mr. Calvin D. Sterman, P.E. Collection System Engineering Supervisor Clark County Sanitation District 5887 E. Flamingo Road Las Vegas, NV 89122-5598

SUBJECT: INTERLOCAL AGREEMENT TO PROVIDE SEWER SERVICE (CONTRACT C-

4662)

Dear Mr. Starmant

At the May 3, 2000 meeting, the North Les Vegas City Council approved the above referenced interlocal contract to provide sewer service to the Pétro Stopping Center development. Enclosed please find the original fully executed agreement for your file.

If you have any questions about this matter, please contact Mr. Ken Albright, Resources/Environmental Field Operations Manager, et 633-1242.

Sincerely,

Ellown M. Sevigny, CMC

City Clerk

Jc

CC:

Ken Albright, Resources/Environmental Field Operations Manager

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the <u>18th</u> day of <u>EERRUARY</u>, 2000 by and between the CLARK COUNTY SANITATION DISTRICT ("DISTRICT") and the CITY OF NORTH LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or undertaking which the agency is authorized by law to perform; and

WHEREAS, the DISTRICT provides sewage treatment at its own facilities; and WHEREAS, CITY sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by <u>UNLIMITED HOLDINGS</u>, INC. AND SUNRISE OAKS <u>LIMITED</u> (approximately <u>25.0 total</u> acres -- vecant land) within the following parcels:

APN 123-22-701-008 (easterly part of)

APN 123-22-801-009 (easterly part of)

APN 123-22-801-005 (easterly part of)

which is within the corporate firnits of the CITY and beyond the boundaries of the DISTRICT but which is more accessible to sewer service by the DISTRICT; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby DISTRICT will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

 DISTRICT, at its established rates and in accordance with all DISTRICT resolutions and policies, shall allow connection to DISTRICT sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within the City of North Las Vegas.

- 2. Upon adoption of this CONTRACT, CITY will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the DISTRICT. DISTRICT will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the CITY and obtain a CITY SOA for issuance of a City of North Las Vegas building permit(s).
- 3. This agreement shall be for a term of fifty (50) years or when CITY sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.
- 4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.
- 5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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IIIII

 Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS DUR HANDS the day and year first above written.

CLARK COUNTY SANITATION DISTRICT

FRED F. TURNIER, Director

CITY OF NORTH LAS VEGAS

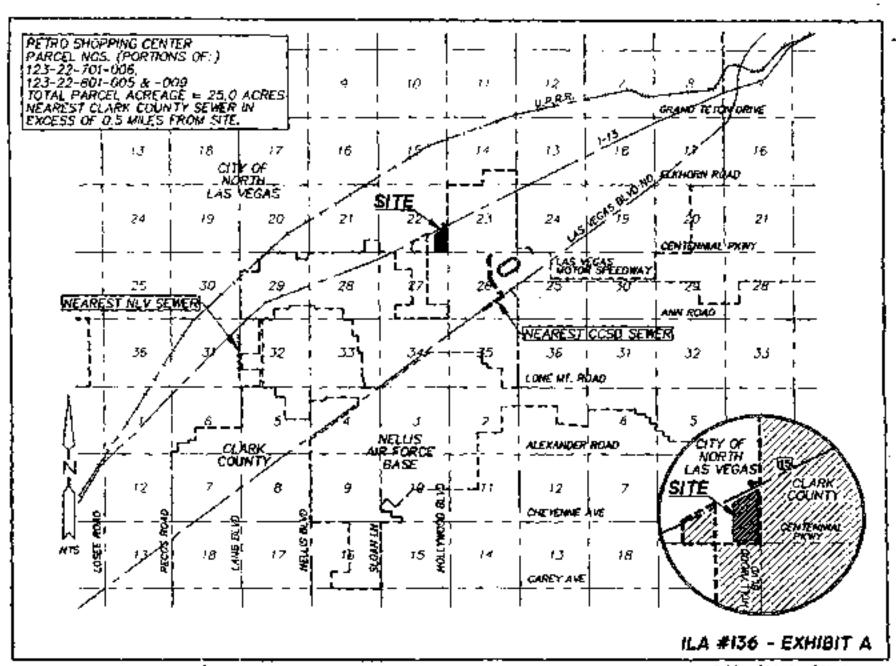
MICHAEL L. MONTANDON, Mayor

ATTEST:

EJLEEN SEVIGNY, City Clark

APPROVED AS TO FORM:

SEAN MCCOMAN City Assessment



0: \OrderVaterlace/Vitir.deg

APN: 123 27 810 001, 123-27-810-002, 123-27-810-004, 123-27-810-005.

[123-27-810-008, 123-27-810-009, 123-27-810-011]

RECORDING REQUESTED BY:

City of North Las Vegas

RETURNIO:

City of North Las Vegas

City Clerk's Office

2250 Las Vagas Blvd., N., Ste. 800

North Las Vegas, NV 89030

INTERLOGAL AGREEMENT

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into interlocal agreements for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform:

WHEREAS, DISTRICT provides sewage treatment at its own facilities for the unincorporated areas of Clark County;

WHEREAS, CITY sewer lines are not accessible to provide service to the "Sire" as shown in Exhibit 1A,1 <u>Parcel Nos. 123-27-810-001, 123-27-810-002, 123-27-810-004, 123-27-810-005, 123-27-810-001</u>, which is

CCWRD Project Name: 34 Acres Raceway Business Park

PIPES # 5472 ILA # 18401 within the boundaries of the CPY and boyond the corporate limits of the DISTRICT but which is more accessible to sewer service by the DISTRICT; and

WHEREAS, DISTRICT and CITY desire to enter into this AGRESMENT, pursuant to NRS 277.180, whereby DISTRICT will provide sewer service to the Site.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

- DISTRICT, at its established rares and in accordance with all DISTRICT resolutions and policies, shall allow connection to the DISTRICT sewage collection system by, and will provide sewer service to, the Site.
- 2. Upon adoption at this AGREEMENT, CITY will require all customers/applicants who are located within the boundaries of the Site to pay sewer service and System Development Approval (SDA) charges directly to the DISTRICT. DISTRICT will issue a receipt of payment to each austomer/applicant; each austomer/applicant shall submit this paid readipt and application to the CITY and obtain a CITY connection permit for issuance of a CITY building permit(s). Each austomer/applicant shall be deemed a austomer of DISTRICT as to the sewer service being provided by DISTRICT, and thereby bound by and subject to all service rules, terms, and/or conditions established by DISTRICT for the provision of sewer service to austomer/applicant, until CITY sewer service becomes available as additional below in Section 4 of this AGREEMENT, at which time, the austomer/applicant will become a austomer of CITY, and thereby bound by and subject to all service rules, terms, and/or

CCWRD Project Name: 34 Acres Raceway Business Park PIPES # 5472 I.A # 18401

conditions established by CITY for the provision of sewer service to

customer/applicant.

The connection teas for the Site's connection to DISTRICT sewer. 3.

services (termed "SDA Charges" by the DISTRICT) must be paid to DISTRICT and

are non-refundable. City agrees to indemnify, defend and hold harmless

DISTRICT, its members, agents, employees, officers, trustees, afterneys and

alfiliates from and against any and all tosses, claims, obligations, demands,

assessments, penalties. l'abilities, costs, damages and reasonable attorney si

facts and expenses asserted against or incurred by DISTRICT as a result of CITY.

exercising its right to require that the austomer/applicant connect to CITY sewer.

service when it becomes available, as defined in Section 4.

4. This AGREEMENT shall be for a term of lifty (50) years or shall

otherwise terminate when CEY sewer service becames available and CEY.

requires the Site to connect to CDY sewer service, "Available" is defined to

mean that a sewer service line having capacity to handle the

customer/applicant's discharge is located within 400 feet of the fond parcel on

which sewer service is provided to customer/applicant.

No joint venture is conferripiated or established hereby, and neither.

of the Parties shall be deemed to be the agent of the other for any purpose by

virtue of this AGREEMENT.

6. The property owner of the Sife has acknowledged the terms and

conditions of sewer service connection to DISTRICE and CITY's rights when CITY.

CCWRD Project Name: 34 Acres Raceway Business Park

sewer service is available in the attached Exhibit "B." the terms of which are

incorporated herein by reference.

7. This AGREEMENT shall not be deemed to be for the benefit of any.

entity or person who is not a party hereto, and neither this ACREEMENT, nor any

interest therein, may be assigned without the prior written consent of the

nonassigning Party.

The terms of this AGREEMENT shall be incorporated into any and all

agreements for sower services between DISTRICT and the property owner(s) for

the Site.

9. Each Party warrants to the other that they have the authority and

capacity to perform the provisions hereof.

10. This AGREEMENT may be executed in counterparts, all such

counterparts will constitute the same instrument and the signature of any Party.

to any counterpart will be deemed a signature to, and may be appended to,

any other counterpart. Executed copies hereof may be delivered by facsimile.

or e-mail and upon receipt will be deemed originals and binding upon the

Parties hereta, regardless of whathar originals are activated thereafter.

[Remainder of Page Intentionally Left Blank].

CCWRD Project Name: 34 Acres Racoway Business Park.

PIPES # 5472

.LA # 18401

Page 4 of 5

WITNESS OUR HANDS the day and year first above written.

	, —	omas a Minnege	
SUBSCRIBED and S me this Guday of Notary Public	WORN to before Deuropo 2017.	MAS A. MINWEGEN, Ge NOTARY STATE OF County of MICHELLE A W My Appl. Expires A	PUBLIC INTVADA COUNTINGE
SUBSCRIBED and S	CITY OF NO By JOH WORN to before	MA	ee
NOTARY PUBLIC ATTEST:	J-Si L. House	TRIMA YVETTE HARVEY-DE LA HUERTA Notary Public-State of Novada APPT. NO. 17-3473-1 My Appt. Expires 07-27-2021	7
	e a. Rayno A. RAYNOR, MME, CITY FORM:	1	
By Micaela RU	More STIA MOORE, CITY ATTO	RNEY	

CLARK COUNTY WATER RECLAMATION DISTRICT

CCWRD Project Name: 34 Acres Raceway Business Park

PIPES # 5472 ILA # 18401

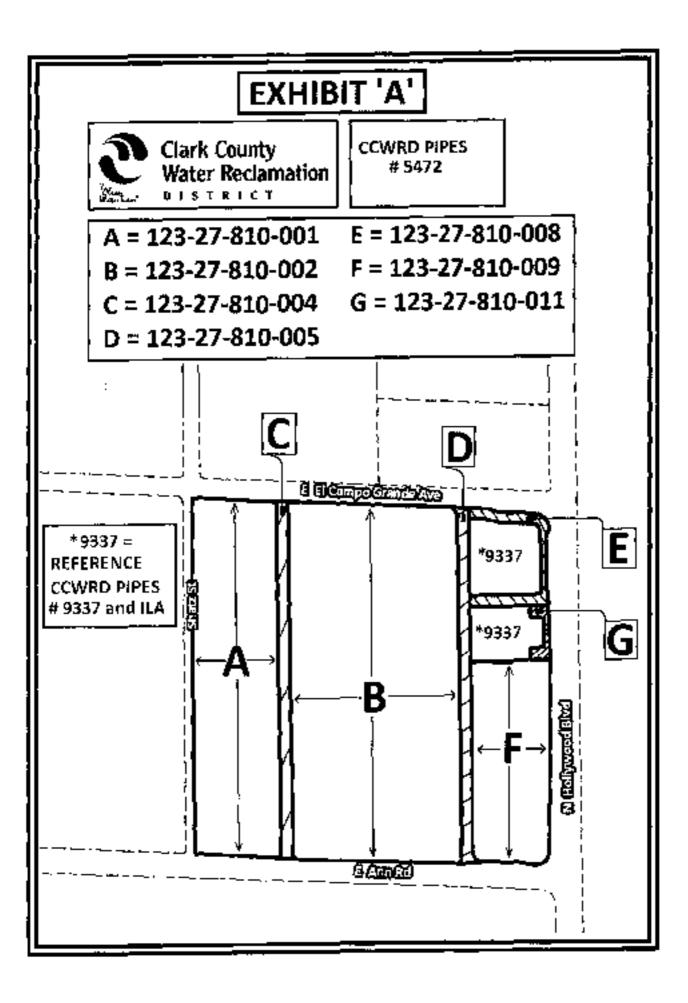


EXHIBIT "B"

ACKNOWLEDGEMENT OF SEWER SERVICE PROVIDED THROUGH INTERLOCAL AGREEMENT

I, Passeo Packway LLC ("Owner), hereby acknowledge and agree as follows:

- I am the owner of the real property located within the City of North Las Vegas (the City") and identified as Parcel Nos. 123-27-810-001, 123-27-810-002, 123-27-810-004, 123-27-810-005, 123-27-810-008, 123-27-810-009, 123-27-810-011 (the "Property").
- 2) I have requested that the City immediately provide sewer service to the Property.
- 3) I understand that the Property is more accessible to the Clark County Water Reclamation District (the "District") sewer system than to the City sewer system, and as such, sewer service will be provided to the Property by the District through the terms of the Interlocal Agreement between the District and the City dated December 20, 2017 (the "ILA"), to which this "Acknowledgement of Sewer Service Provided Through Interlocal Agreement" ("Acknowledgement") is attached as Exhibit "B."
- 4) I have received a copy of the ILA, fully reviewed it, and understand its contents, including but not limited to the following:
 - The connection fee to be paid to the District is non-refundable;
 - b. Parcel Nos. 123-27-810-001, 123-27-810-002, 123-27-810-008, 123-27-810-009, and 123-27-810-011 are located in the Northern Beltway Commercial Area Special Improvement District No. 65 (the "SID"), which has been formed by the City;
 - The City has assessed the parcels located in the SID for certain local improvements, including a sewer project;
 - d. Parcel Nos. 123-27-810-004 and 123-27-810-005 are not located in the SID; however, when City sewer service becomes available, these parcels are subject to the fees described in Ordinance No. 2820; and
 - e. It is the City's right and intention to terminate the ILA and move the Property to the City sewer system when that service becomes available, which the City anticipates will be in the near future.
- I understand that this "Acknowledgement" will be attached to the ILA as Exhibit "B" and incorporated therein by reference.

6) I authorize the recording of the ILA against the Property with the Clark County Recorder's Office and understand and agree that the terms of the ILA (1) are incorporated into the terms of the sewer service to be provided to the Property by the District, (2) run

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF OVANGE)
Subscribed and sworn to (or affirmed) before me on this
by Larry K. Sullivan
Vame of Signers
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
3*************************************
CECILIA MEJIA Commission # 2674195
20€ Notary Public - California €
Signature: Crange County Ny Comm. Expires Lift 11, 2018
Signature of females and
Seal
Place tiatary Seal Above
Though this section is optional, completing this information can deter alteration of the document or froudulent
attachment of this form to an unintended document.
Description of Attached Document Title or Type of Document. EXHIBIT B PASSCO RACOWAY LLC
Oocument Date: 12 5 17
Number of Pages: 2
Signer(s) Other Than Named Above:

APN: <u>123-22-710-00</u>3

RECORDING REQUESTED BY:

City of North Las Vegas

RETURNING:

City of North Las Vegas

City Clerk's Office.

2250 Las Vegas Blvd., N., Ste. 800.

North Las Vegas, NV 89030.

INTERLOCAL AGREEMENT

THIS AGREEMENT is antered into as of the 611 day of <u>December</u>, 2017, by

and between the CLARK COUNTY WATER REQUAMATION DISTRICT ["DISTRICT"].

and the CITY OF NORTH LAS VEGAS ("CITY"), both political subdivisions of the

State of Nevada, located within Clark County, Nevada, The DISTRICT and CITY.

may hereinafter be referred to as a "Party" and collectively as the "Parties.".

WITNESSETH:

WPEREAS, NRS 277,180 provides that one or more public agencies may

enter into interlocal agreements for the performance of sewer service activity or

arry undertaking which the agency is authorized by law to perform:

WHEREAS, DISTRICT provides sowage freatment at its own facilities for the

unincorporated aleas of Clark County).

WHEREAS, CITY sewer lines are not accessible to provide service to the

"Site" as shown in Exhibit "A," <u>Par</u>got No. 123-22-710-003, which is within the

boundaries of the CITY and beyond the corporate limits of the DISTRICT but.

which is more accessible to sewer service by the DISTRICT; and

WHEREAS, DISTRICT and CITY desire to enter into this AGREEMENT, pursuant.

to NR\$ 277,180, whereby DISTRICT will provide sewer service to the Site.

NOW THEREFORE, in consideration of the mutual covenants and conditions.

hereinafter set forth. The parties daree as follows:

CCWRD Project Name; Speedway Motol &

Page 1 et 5

DISTRICT, at its established rates and in accordance with all DISTRICT. 1.

resolutions and policies, shall allow connection to the DISTRICT sewage.

cal action system by, and will provide sewer service to, the Site.

Upon adoption of this AGREEMENT, CITY will require all

customers/applicants who are located within the boundaries of the Site to pay

sewer service and System Development Approval (SDA) charges directly to the

DISTRICT, DISTRICT will issue a receipt of payment to each customer/applicant,

each customer/applicant shall submit this paid receipt and copy of approved.

application to the CITY and obtain a CITY connection permit for issuance of a

CITY building permit(s). Each ausremer/applicant shall be deemed a customer.

of DISTRICT as to the sower service being provided by DISTRICT, and thereby

bound by and subject to all service rules, terms, and/or conditions established.

by DISTRICT for the provision of sewer service to customer/applicant, unless and

until CITY sewer service becomes available as defined below in Section 4, at

which time, the customer/applicant will become a customer of CFY, and

thereby bound by and subject to all service rules, terms, and/or conditions

established by CITY for the provision of sewer service to customer/applicant.

3. The connection fees for the Site's connection to D.STRICT sower.

services (termed "SDA Charges" by the DISTRICT) must be poid to DISTRICT and

are non-refundable. Should CITY exercise its rights described below in Sections 4.

and/or 6, the CITY agrees to indemnify, defend and hold harmless DISTRICT, its

members, agents, employees, officers, trustees, attorneys and affiliates from and

against any and all losses, claims, obligations, demands, assessments, penalties,

liabilities, closts, damages and reasonable artomay's fees and expenses asserted.

against or inquired by DISTRICT as a result of CITY exercising its right to require

CCWRD Project Name: Speedway Motel 6:

that the austamer/applicant connect to CITY sewer service when it becomes

available, as defined in Sections 4 and 6.

This AGREEMENT shall be for a term of fifty (50) years or shall.

atherwise terminate when CITY sewer service becomes available and CITY.

requires the Site to connect to the CiTY sewer service, "Available" is defined to

mean that a sewer service line having capacity to handle the

customer/applicant's discharge is topatod within 400 feet of the land parce len-

which sewer service is provided to customer/applicant,

No faint venture is contemplated or established hereby, and neither.

of the Parties shall be deemed to be the agent of the other for any purpose by

virlue of this AGREEMENT.

6. Nothing in this Agreement procludes CITY from exercising its existing.

rights to form a Special improvement District ("SID") to provide sonitary sewer.

service or related intrastructure to the Site. The property owner of the Site has

acknowledged DISTRICT and CITY's rights as shown in Exhibit "B," attached

hereto, the terms of which are incorporated herein by reference.

This AGREEMENT shall not be deemed to be for the benefit of any.

entity or person who is not a party hereta, and heigher this AGREEMENT, nor any

interest therein, may be assigned without the prior written consent of the

nenassigning party...

The terms of this agreement shall be incorporated into any and all.

agreements for sewer services between DISTRICT and the property owner(s) for

the Site.

Fach Farty warrants to the other that they have the authority and

capacity to perform the provisions hereof.

CCWRD Project Name: Spondway Male! 6.

10. This AGREEMENT may be executed in counterparts, all such

counterparts will constitute the same instrument and the signature of any Party.

to any counterpart will be deemed a signature to, and may be appended to.

any other counterpart. Executed copies hereof may be delivered by facsimile or

e-majl and upon receipt will be assemed originals and binding upon the Parties.

hereta, regaraless of whether originals are delivered thereafter.

(Romainder of page intentionally left blank; signature page to follow.)

COWRD Project Name; Speedway Motel 5. PPSS # 18,435

II A # 18402

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By Chomas a. Minwegen
THOMAS A. MINWEGEN, General Manager

SUBSCRIBED and SWORN to before me this 4th day of Votebuc. 2017.



Niehelle A. Worldeige

CITY OF NORTH LAS VEGAS

JOHN J. LEE Mayo

SUBSCRIBED and SWORN to before me this 6 day of December, 2017.

NOTARY PUBLIC

My Com

NANCY L. CHAVEZ NOTARY PUBLIC STATE OF NEVADA Commission Expires: 06-18-19 Certificate No: 99-58781-1

ATTEST:

By Catheline a Rayou

or titletime the territory tilling, our rocein.

APPROVED AS TO FORM:

Mcall Moor

MICAELA RUSTIA MOORE, CITY ATTORNEY

CCWRD Project Name; Speedway Motel 6

PIPES # 18.435 ILA # 18402

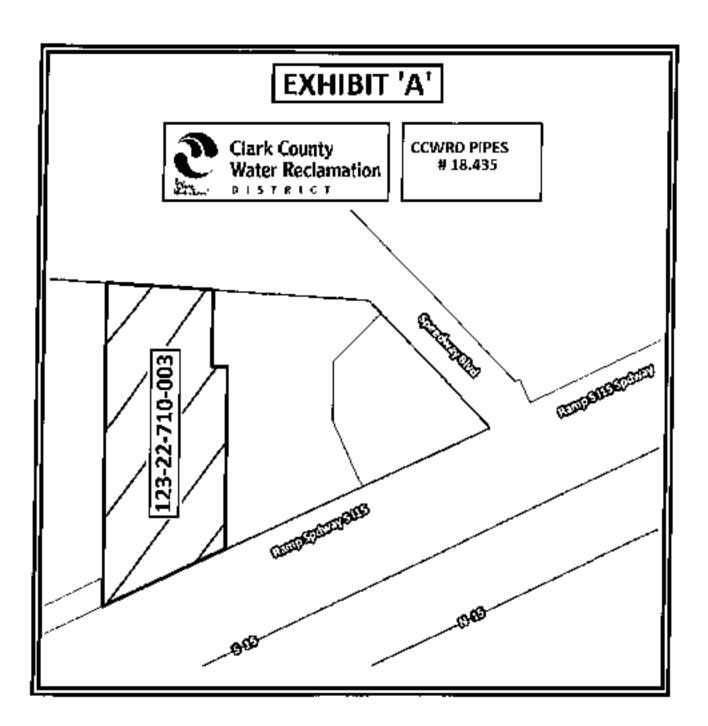


EXHIBIT "B"

ACKNOWLEDGEMENT OF SEWER SERVICE PROVIDED THROUGH INTERLOCAL AGREEMENT

INTERLUCAL AGRICEMENT				
I,Turk_Cobe II ("Owner), hereby acknowledge and agree as follows:				
 I am the owner of the real property located within the City of North Las Vegas (the City") and identified as Parcel No. 123-22-710-093 (the "Property"). 				
2) I have requested that the City immediately provide sewer service to the Property.				
3) I understand that the Property is more accessible to the Clark County Water Reclamation District (the "District") sewer system than to the City sewer system, and as such, sewer service will be provided to the Property by the District through the terms of that certain Interlocal Agreement between the District and the City dated December 6, 2017 (the "ILA").				
4) I have received a copy of the ILA, fully reviewed it, and understand its contents, including but not limited to the following:				
 a. The connection fee to be paid to the District is non-refundable; 				
 The City has the right to form a Special Improvement District ("S)D") to provide sanitary sewer service or related infrastructure to the Property; and 				
c. Should City sewer service become available to the Property, such that a City sewer service line having capacity to bandle the Property's discharge is located within 400 feet of the Property on which sewer service is provided to the Property, the City has the right to terminate the ILA and owner will connect to the City sewer system.				
5) I understand that this "Acknowledgement of Sewer Service Provided Through Interlocal Agreement" will be attached to the II.A as Exhibit "B" and incorporated therein by reference.				
•••				
••				

6) I authorize the recording of the II.A against the Properly with the Clark County Recorder's Office and understand and agree that the terms of the II.A (1) are incorporated into the terms of the sewer service to be provided to the Property by the District, (2) run with the Property, and (3) are binding on, and inure to the benefit of, Owner and Owner's successors, successors-in-interest, and assigns.

Signed this 15 M day of November , 2017.

State of Navada Princed Turk Cobre

county of clark

SUBSCRIBED and SWORN to before me this 6 day of 10 mm, 2017.

NOTARY PUBLIC

JIM LIAOS Notary Public - Stalle of Nevada County of Clark APPT NO 67 1 100 4

MY App. Paples Occ. 29, 2018

APN: <u>123-27-501 002</u>

RECORDING REQUESTED BY: City of North Las Vegas RETURN TO: City of North Las Vegas City Clerk's Office 2250 Las Vegas Blvd., N., Ste. 800 North Las Vegas, NV 89030

INTERLOCAL AGREEMENT

THIS AGREFMENT is enferred into as of the day of Sapt. 2017. by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY Of NORTH LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada. The DISTRICT and CITY may hereinafter be referred to as a "Party" and collectively as the "Portics,"

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into interlacial agreements for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform:

WHEREAS, DISTRICT provides sewage treatment at its own tabilities for the unincorporated areas of Clark County:

WHEREAS, CITY sewer lines are not accessible to provide service to the "Site" as shown in Exhibit "A." <u>Parcol No.</u> 123-27-501-002, which is within the boundaries of the CITY and beyond the corporate limits of the D-STRICT but which is more accessible to sewer service by the DISTRICT; and

WHEREAS, DISTRICT and CITY desire to enter into this AGREEMENT, pursuant to NRS 277.180, whereby DISTRICT will provide sewer service to the Site.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

- DISTRICT, at its established rates and in accordance with all DISTRICT
 resolutions and policies, shall allow connection to the DISTRICT sawage
 collection system by, and will provide sewer service to, the Size.
- 2. Upon adoption of this AGREEMENT, CTY will require all customers/applicants who are located within the boundaries of the Site to pay sewer service and System Development Approval (SDA) charges directly to the DISTRICT, DISTRICT will issue a receipt of payment to each austomor/applicant; each customer/applicant shall submit this polid receipt and copy of approved. application to the CITY and obtain a CITY connection permit for issuance of a CITY building permit(s). Each customer/applicant shall be deemed a customer. of DISTRICT as to the sewer service being provided by DISTRICT, and thereby bound by and subject to at service rules, terms, and/or conditions established. by DISTRICT for the provision of sower service to customer/applicant, until CITY. sower service becomes available as defined below in Section 4 of this Agreement, at which time, the customer/applicant will become a customer of CITY, and thereby bound by and subject to all service rules, terms, and/or conditions established by CITY for the provision of sewer service to customer/applicant.
- 3. The connection fees for the Site's connection to DISTRICT sewer services (rermed "SDA Charges" by the DISTRICT) must be paid to DISTRICT and are non-refundable. City agrees to indemnify, defend and hold harmless DISTRICT, its members, agents, employees, officers, trustags, attornays and attiliates from and against any and all losses, claims, abligations, demands, assessments, penalties, liabilities, costs, damages and reasonable afterney's fees and expenses asserted against ar incurred by DISTRICT as a result of CITY

exercising "Is right to require that the customer/applicant connect to CITY sewer service when it becomes available, as defined in Section 4.

- 4. This AGREEMENT shall be for a term of fifty (50) years or shall otherwise terminate when CITY sewer service bacomes available and CITY requires the Site to connect to CITY sewer service. "Available" is defined to mean that a sewer service line having capacity to handle the customer/applicant's discharge is located within 400 fear of the land parcel on which sewer service is provided to customer/applicant.
- 5. No join' venture is contemplated or established heropy, and naither of the Parties shall be doomed to be the agent of the other for any purpose by virtue of this AGREEMENT.
- 6. The property owner at the Site has acknowledged the forms and conditions of sewer service connection to DISTRICT and CITY's rights when CITY sewer service is available in the attached Exhibit "B," the terms of which are incorporated herein by reference.
- 7. This AGREEMENT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this AGREEMENT, nor any interest therein, may be assigned without the prior written consent of the nonassigning Party.
- The forms of this agreement shall be incorporated into any and all agreements for sewer services between D.STRICT and the property owner(s) for the Site.
- Each Party warrants to the other that they have the authority and capacity to perform the provisions hereof.
- This AGREEMENT may be executed in counterparts, all such counterparts will constitute the same instrument and the signature of any Porty.

to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT.

By THOMAS A. MINWECEN, Egheral Manager

SUBSCRIBED and SWORN to before me this A day of A MAY 2017.

HOTARY PUBLIC STATE OF NETVACIA County of Clark HICHELLE A. WOOLDRIDGE Aggs. No. 64-8904-1 My Aggs. Expires Agri 25, 3921

CITY OF NORTH LAS VEGAS

OHNI LEE MOVOR

SUBSCRIBED and SWORN to before me this <u>LL</u> day of <u>Sectlands</u>. 2017.

NOTARY PUBLIC

NANCY L CHAVEZ
NOTARY PUBLIC
STATE OF NEVADA
Hy Commission Expires 09-18-19
Certificate No. 26-88781-1

ATTEST:

CATRITURE A. RAYNOR, MMC, CITY CLERK

APPROVED AS TO FORM:

MICAELA RUSIIA MOORE, CITY A'TORNEY

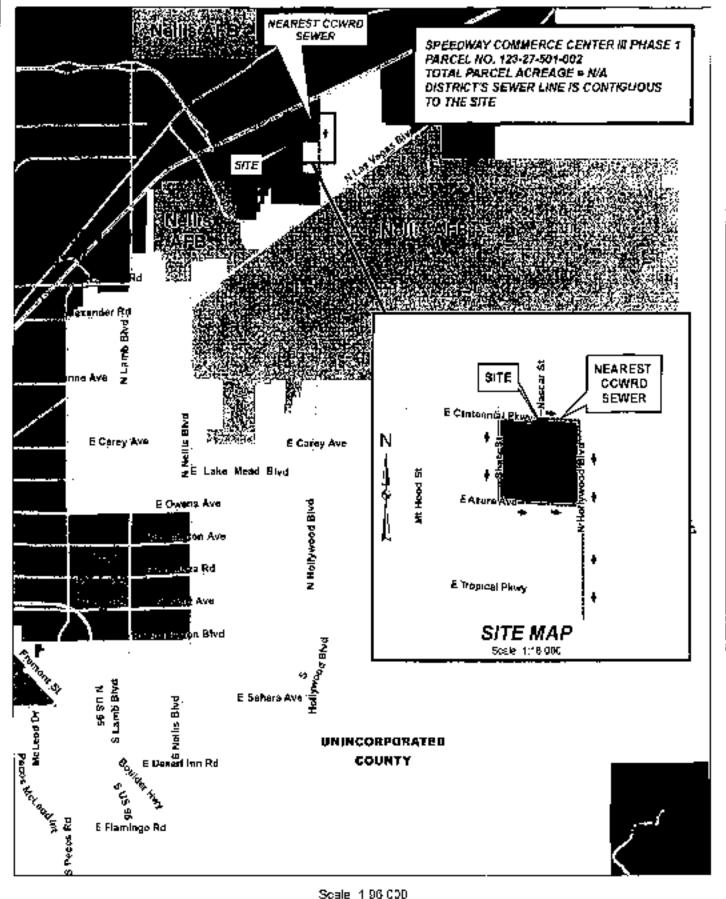








EXHIBIT "B"

ACKNOWLEDGEMENT OF SEWER SERVICE PROVIDED THROUGH INTERLOCAL AGREEMENT

- I, Speedway Venture, LLC ("Owner), hereby acknowledge and agree as follows:
 - I am the owner of the real property located within the City of North Las Vegas (the City") and identified as Parcel No. 123-27-501-602 (the "Property").
 - I have requested that the City immediately provide sewer service to the Property.
 - 3) I understand that the Property is more accessible to the Clark County Water Rectamation District (the "District") sewer system than to the City sewer system, and as such, sewer service will be provided to the Property by the District through the terms of the Interlocal Agreement between the District and the City dated Sept. 6, 2017 (the "ILA"), to which this "Acknowledgement of Sewer Service Provided Through Interlocal Agreement" ("Acknowledgement") is attached as Exhibit "B."
 - 4) I have received a copy of the ILA, fully reviewed it, and understand its contents, including but not limited to the following:
 - The connection fee to be paid to the District is non-refundable;
 - b. The Property is located in the Northern Beltway Commercial Area Special Improvement District No. 65 (the "SID"), which has been formed by the City;
 - c. The City is in the process of assessing the percels located in the StD for certain local improvements, including a sewer project, and the Property will be assessed for such improvements; and
 - d. It is the City's right and intention to terminate the ILA and move the Property to the City sewer system when that service becomes available, which the City anticipates will be in the near future.
 - I understand that this "Acknowledgement" will be attached to the ILA as Exhibit "B" and incorporated therein by reference.

6) I authorize the recording of the U.A against the Property with the Clark County Recorder's Office and understand and agree that the terms of the ILA (1) are incorporated into the terms of the sewer service to be provided to the Property by the District, (2) run with the Property, and (3) are binding on, and inure to the benefit of, Owner and Owner's successors, successors-in-interest, and assigns.

Signed this _____15th day of __August

Ro

Printed

Dohn Gordon SYP-Development

SUBSCRIBED and SWORN to before me this 15 day of August ____, 2017.

ŀ

2017.

OFFICIAL STAY®

NOTARY PUBLIC-OREGON COMMISSION NO 962847

MY COMMISSION EXPIRES MAY 21, 2021

APN: 123-22-710-002

RECORDING REQUESTED BY: City.

of North Las Vegas

RETURN TO:

City of North Las Vegas

Çity Clerk's Office

2250 Las Vegas Blvd., N., Ste. 800

North Los Vegas, NV 89030

INTERLOÇAL AGREEMENT

THIS AGREEMENT is entered into as of the 6 Lhdoy of September. 2017. by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF NORTH LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada, The DISTRICT and CITY may hereinafter be referred to as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into interlocal agreements for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform:

WHEREAS, DISTRICT provides sewage treatment of its own facilities for the unincorporated areas of Clark County;

WHEREAS, CITY sewer lines are not accessible to provide service to the "Site" as snown in Exhibit "A," <u>Parcel No. 123-22-710-002</u>, which is within the boundaries of the CITY and beyond the corporate limits of the DISTRICT but which is more accessible to sewer service by the DISTRICT; and

WHEREAS, DISTRICT and CITY desire to enter into this AGREEMENT, pursuant to NRS 277.180, whereby DISTRICT will provide sewer service to the Site.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

- DISTRICT, at its established rates and in accordance with all DISTRICT resolutions and policies, shall allow connection to the DISTRICT sewage collection system by, and will provide sewer service to, the Site.
- 2. Upon adoption of this AGREEMENT. CITY will require all customers/applicants who are located within the boundaries of the Site to pay sewer service and System Development Approval (SDA) charges directly to the DISTRICT, DISTRICT will issue a receipt of payment to each austomer/applicant: each austomer/applicant shall submit this paid receipt and copy of approved application to the CITY and obtain a CITY connection permit for issuance of a CITY building permit(s). Each austomer/applicant shall be deemed a customer of DISTRICT as to the sewer service being provided by DISTRICT, and thereby bound by and subject to all service rules, terms, and/or conditions established by DISTRICT for the provision of sewer service to austomer/applicant, unless and until CITY sewer service becomes available as defined below in Section 4, at which time, the austomer/applicant will become a austomer of CITY, and thereby bound by and subject to all service rules, terms, and/or conditions established by CITY for the provision of sewer service to austomer/applicant.
- 3. The connection fees for the Site's connection to DISTRICT sewer services (termed "SDA Charges" by the DISTRICT) must be paid to DISTRICT and are non-refundable. Should CITY exercise its rights described below in Sections 4 and/or 6, the CITY agrees to indomnify, defend and hold harmless DISTRICT, its members, agents, employees, officers, trustees, alterneys and affiliates from and against any and all losses, claims, obligations, demands, assessments, penalties, siabilities, casts, damages and reasonable afformey's fees and expenses asserted against or incurred by DISTRICT as a result of CITY exercising its right to require

that the customer/applicant connect to CITY sewer service when it becomes available, as defined in Sections 4 and 6.

- 4. This AGREEMENT shall be for a term of fifty (50) years or shall otherwise terminate when CITY sewer service becomes available and CITY requires the Site to connect to the CITY sewer service, "Available" is defined to mean that a sewer service line having capacity to handle the customer/applicant's discharge is located within 400 feet of the land parce on which sewer service is provided to customer/applicant.
- 5. No joint venture is contemplated or established hereby, and neither of the Parties shall be deemed to be the agent of the other for any purpose by virtue of this AGREEMENT.
- 6. Nothing in this Agreement precludes CITY from exercising its existing rights to form a Special Improvement District ("SID") to provide sanitary sewer service or related infrastructure to the Site. The property owner of the Site has acknowledged DISTRICT and CITY's rights as shown in Exhibit "B." attached hereto, the terms of which are incorporated herein by reference.
- 7. This AGREEMENT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this AGREEMENT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.
- The terms of this agreement shall be incorporated into any and all agreements for sewer services between DISTRICT and the property owner(s) for the Site.
- Each Party warrants to the other that they have the authority and capacity to perform the provisions hereot.

10. This AGREEMENT may be executed in counterparts, all such counterparts will constitute the same instrument and the signature of any Porty to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

[Remainder of page intentionally left blank; signature page to follow.]

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

THOMAS A. MINWEGEN, General Manager

SUBSCRIBED and SWORN to before me this Maday of August 2017.

STATE OF NEVADA
County of Clark
SCHELLE A MOCLOROGE
ACPL No 04-8864-1
My Acpl Expires April 25, 2021

CITY OF NORTH LAS VEGAS

JOHN J. BEE. Mayor

SUBSCRIBED and SWORN to before me this 11 day of <u>September</u>, 2017.

NOTARY MUBLIC

HANCY L. CHAVEZ

HOTARY PUBLIC

BTATE OF NEVADA

My Commission Expliss, 66-18-18

Confeccia No. 89-58161-1

ATTEST:

BY CATALAINE A RAYNOR MMC. CITY CLERK

APPROVED AS TO FORM:

MICAELA RUSTIA MOORE, CITY ATTORNEY

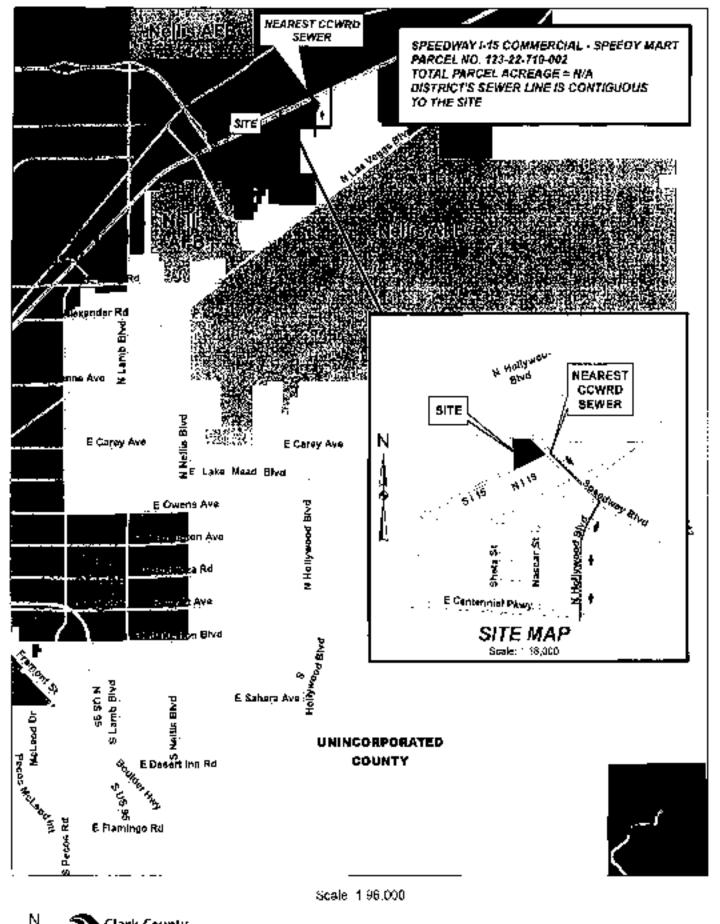




EXHIBIT "B"

ACKNOWLEDGEMENT OF SEWER SERVICE PROVIDED THROUGH. INTERLOCAL AGREEMENT

	· · · · · · · · · · · · · · · · · · ·
1, EOF 126, LLC	("Owner), hereby acknowledge and agree as follows:

- I am the owner of the real property located within the City of North Las Vegas (the City") and identified as Parcel No. 123-22-710-002 (the "Property").
- 2) I have requested that the City immediately provide sewer service to the Property.
- 3) I understand that the Property is more accessible to the Clark County Water Reclamation District (the "District") sewer system than to the City sewer system, and as such sewer service will be provided to the Property by the District through the terms of that certain Interlocal Agreement between the District and the City dated Sept. 6, 2017 (the "ILA").
- I have received a copy of the II.A, fully reviewed it, and understand its contents, including but not limited to the following:
 - a. The connection fee to be paid to the District is non-refundable;
 - The City has the right to form a Special Improvement District ("SID") to provide sanitary sewer service or related infrastructure to the Property; and
 - c. Should City sewer service become available to the Property, such that a City sewer service line having capacity to handle the Property's discharge is located within 400 feet of the Property on which sewer service is provided to the Property, the City has the right to tenningte the ILA and owner will connect to the City sewer system.
- 5) I understand that this "Acknowledgement of Sewer Service Provided Through Interlocal Agreement" will be attached to the II.A as Exhibit "B" and incorporated therein by reference.

6) I authorize the recording of the II.A against the Property with the Clark County Recorder's Office and understand and agree that the terms of the ILA (I) are incorporated into the terms of the sewer service to be provided to the Property by the District, (2) run with the Property, and (3) are binding on, and inure to the benefit of, Owner and Owner's successors, successors-in-interest, and assigns.

Signed this day of Agust, 2017.

TINA RAE PFAFF (NGER Notely Public-State of Newsdar Appt NO. 09-10585-1 (Ny Appt Skaires 07-08-202)

Printed Break Emery

SUBSCRIBED and SWORN to before me this 10 day of _August_, 2017.



Mayor Michael E. Moosansion

Councilmen
Wilham E. Robleson
Stephanic S. Smith
Shari Buck
Robert L. Edgage

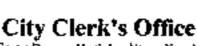


54500 Food

City Manager Kurt Eritsch

Assistant Cay Marager Gregory E. Rose

Mei Santalle



Suns Trusmounty of Their

2200 Civic Center Drive • North Las Vegos, Nevada 89030-6307 Telephone: (702) 633-1030 • Fax: (702) 649-3846 tente, city of northlessages, com

October 9, 2001

Mr. Calvin D. Starman, P.E. Clark County Sanitation District 5857 E. Flamingo Road Las Vegas, NV 89122-5598

SUBJECT: INTERLOCAL AGREEMENT FOR SEWER SERVICE TO SYSCO FOOD

SERVICES - APN 123-27-101-004-011 AND 123-27-101-018-025

(C-5028)

Dear Mr. Starman:

At the October 3, 2001 meeting, the North Las Vegas City Council approved an Interlocal Agreement with Clark County Sanitation District for sewer service to the Sysco Food Services Las Vegas, located within the North Las Vegas corporate limits, identified as APN 123-27-101-004 through 123-27-101-011 and 123-27-101-018 through 123-27-101-025. A fully executed agreement is enclosed, and we have relatined one original for our file.

Should you have any questions about this matter, please refer them to Mr. James A. Bell, Director of Public Works, at 633-1919.

Sincerely.

Karen L. Storms, CMC Assistant City Clerk

àa

Enc.

cc: James A. Bell, Director of Public Works

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the <u>20th</u> day of <u>JULY</u>, 2001 by and between the CLARK COUNTY SANITATION DISTRICT ("DISTRICT") and the CITY OF NORTH LAS YEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform; and

WHEREAS, the DISTRICT provides sewage treatment at its own facilities; and WHEREAS, CITY sewer fines are not accessible to provide service to the area as shown in Exhibit "A," owned by SYSCO FOOD SERVICES LAS VEGAS (approximately 41.1 total acres — vacant lend; within parcel APN 123-27-101-004 through -011 and -018 through -025) which is within the corporate limits of the CITY and beyond the boundaries of the DISTRICT but which is more accessible to sewer service by the DISTRICT; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby DISTRICT will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. DISTRICT, at its established rates and in accordance with all DISTRICT resolutions and policies, shall allow connection to DISTRICT sewage collection system by, and will provide gewer service to, that area as shown on attached Exhibit "A" which is located within the City of North Las Vegae.

- 2. Upon adoption of this CONTRACT, CITY will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the DISTRICT. DISTRICT will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the CITY and obtain a CITY SDA for Issuance of a City of North Lee Vegas building permit(e).
- 3. This agreement shall be for a term of lifty (50) years or when CITY sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.
- 4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.
- 5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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 Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY SANITATION DISTRICT

FRED F. TURN/ER, Director

CITY OF NORTH LAS VEGAS

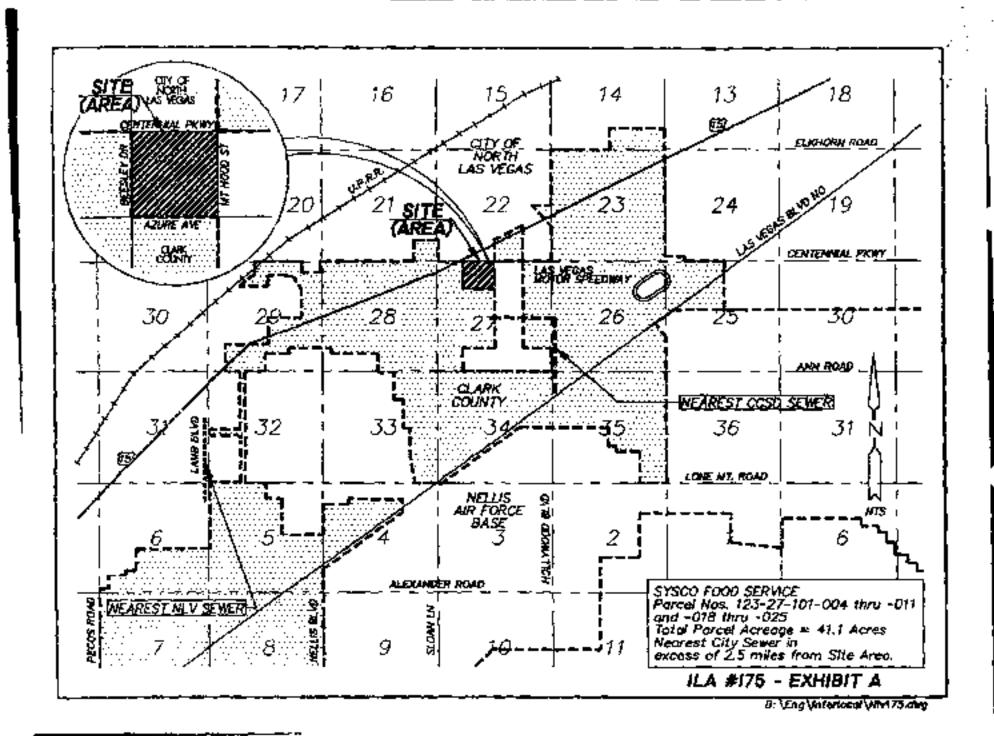
MICHAEL L. MONTANDON, Meyor

ATTEST:

ELEEN SEVIENY, CRY Clerk

APPROVED AS TO FORM:

By SEAN MEGOWAN, City Attorney



Mayor Michael I., Montantian

Councilmer.
William E. Robinson
Stephanie S. Stalth
Shart Book
Robert L. Basson



Your Community of Phoise

Ventur Point

City Manager Gregory 2, Rose

City Clerk's Office

Karen L. Storms, CMC, City Clerk
2200 Civic Center Drive • North Les Veges, Nevada 8900 0-6307
Telephone: (702) 633-1030 • Fax: (702) 649-3346 • TDD: (800) 326-6868
www.cityefinertilesveges.com

June 10, 2008

RECEIVED JUN 3 0 2006 ENGINGERING COWRD

Elsa Mercenier Clark County Water Reclamation District 5857 East Flamingo Road Las Vegas, NV 89122

SUBJECT: Interlocal Agreement -Clark County Water Reclamation District

(CNLV Contract No. 6814)

Dear Ms. Mercenier:

At their meeting on Wednesday, June 4, 2008, the City Council of North Las Vegas approved an Interlocal Agreement with the Clark County Water Reclamation District to provide sewer service to VenturePoint NLVI, LLC, Clark County Assessor's Parcel Number 123-27-201-023, located at the northwest comer of Mt. Hood Street and Tropical Parkway until such time that City facilities are in place to service the site.

Enclosed is a fully executed copy of the agreement for your files.

If you have any questions regarding this agreement, please feet free to contact David Bereskin, Public Works Utilities Director, at 633-1242.

Sincerely,

Adel Taple-Rojes

Deputy City Clerk

Enc.

cc: David Bereskin, Public Works Utilifies Director

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 10th day of April, 2007, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF NORTH LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, focated within Clark County, Nevada.

WITNESSETH:

WHEREAS, NR\$ 277.180 provides that one or more public agencies may enfer into contracts for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform; and

WHEREAS, the DISTRICT provides sewage freatment at its own facilities; and WHEREAS. CITY sewer lines are not accessible to provide service to the area as shown in Exhibit "A." awned by <u>Venturepoint – FVTLLC. 9.13</u> acres – <u>vacant and</u>: <u>Parcet No. 123-27-201-023</u> which is within the boundaries of the CITY and beyond the corporate limits of the DISTRICT but which is more accessible to sewer service by the DISTRICT; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby DISTRICT will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions beraingster set torth, the parties agree as follows:

- 1. DISTRICT, at its established rotes and in accordance with all DISTRICT resolutions and policies, shall allow connection to DISTRICT sawage collection system by, and will provide sower service to, that area as shown on attached Exhibit "A" which is located within Clark County.
 - Upon adaption of this CONTRACT, CITY will require all

customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the DISTRICT. DISTRICT will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the CITY and obtain a CITY connection permit for issuance of a CITY building permit(s).

- 3. This agreement shall be for a term of fifty (50) years or when CITY sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.
- 4. No joint venture is contemplated or established hareby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.
- 5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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 Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By______RICHARD MENDES, General Manager

CITY OF NORTH LASIVEGAS

MICHAEL L, MONTANDON, MOYOR

ATTEST.

By Man STORMS, City Clerk

AFPROVED AS TO FORM:

#RRMXARQQQW&RWCity Allorney

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