

APN: 123-27-810-006 and 123-27-810-010
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 AGREEMENT is entered into as of the 6th 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 "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," Parcel Nos. 123-27-810-006, and 123-27-810-010, 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:

1. 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 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 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 (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 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 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 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 "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.

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.

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 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
THOMAS A. MINWEGEN, General Manager

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

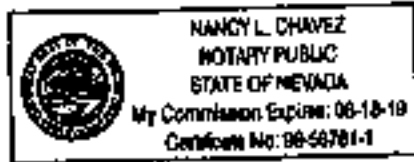


Michelle A. Woodbridge
NOTARY PUBLIC

CITY OF NORTH LAS VEGAS

By Richard Cheekie MPT.
JOHN J. LEE, Mayor

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



Nancy L. Chavez
NOTARY PUBLIC

ATTEST:

By Catherine A. Raynor
CATHERINE A. RAYNOR, MMC, CITY CLERK

APPROVED AS TO FORM:

By Micasela Moore
MICAELA RUSTIA MOORE, CITY ATTORNEY

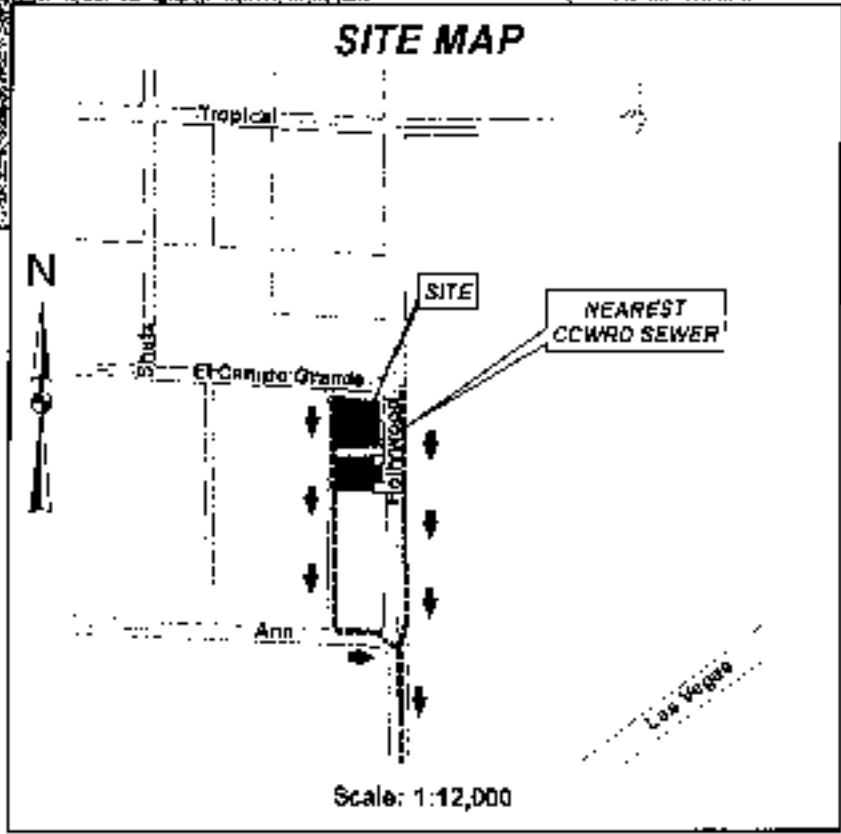


5785 NORTH HOLLYWOOD BOULEVARD
 PARCEL NO. 123-27-810-008, 123-27-810-010
 TOTAL PARCEL ACREAGE = 2.61 ACRES
 NEAREST DISTRICT'S SEWER LINE
 WITHIN 400 FEET FROM THE SITE

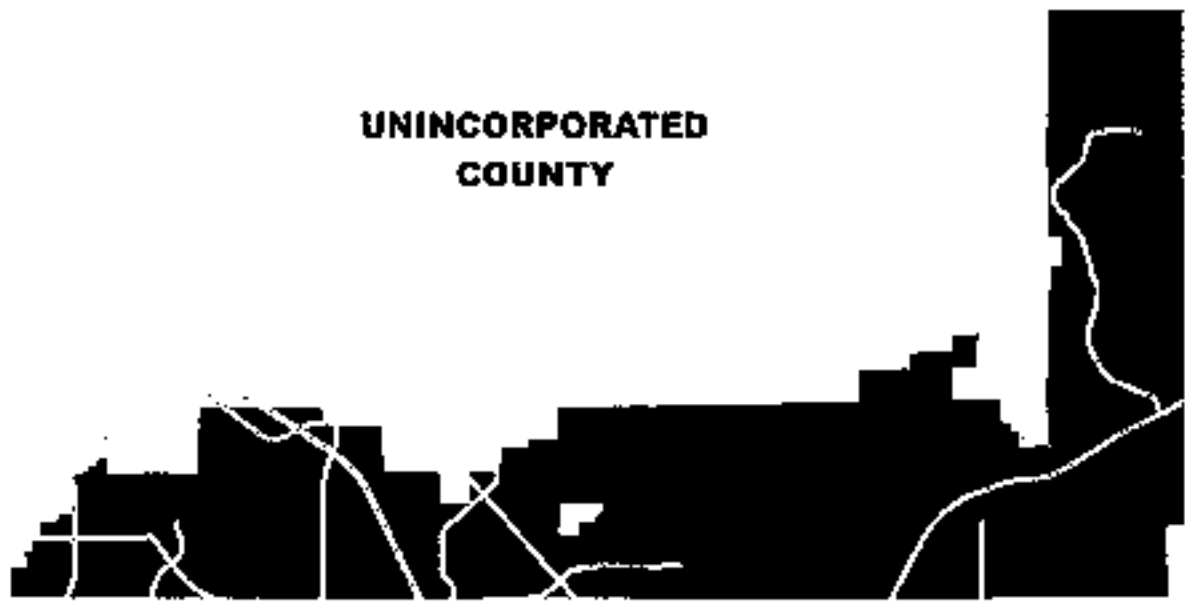
NEAREST CITY OF NORTH
 LAS VEGAS SEWER

NEAREST CCWRD
 SEWER

NEELIS
 AFB



UNINCORPORATED COUNTY



Scale: 1:96,000



EXHIBIT "B"

**ACKNOWLEDGEMENT OF SEWER SERVICE PROVIDED THROUGH
INTERLOCAL AGREEMENT**

1. Mitchell E Wilson ("Owner), hereby acknowledge and agree as follows:

- 1) 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").
- 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 attached as Exhibit "B."
- 4) I have received a copy of the I.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;
 - 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 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 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 ILA 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 (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.

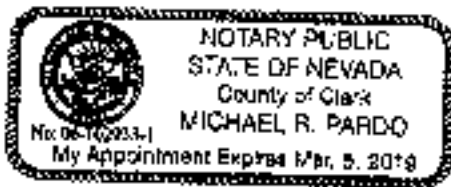
Signed this 24 day of August, 2017.

By Mitchell E. Wilson

Printed Mitchell E. Wilson

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

Michael R. Pardo
NOTARY PUBLIC



Mayer
Michael L. Monandon

Councilman
William E. Robinson
John K. Rhodes
Stephanie S. Smith
Shari Buck



Best Community of Choice

City Manager
Kurt Fritsch

Assistant City Managers
Michelle F. Richardson
Gregory E. Rose

National Guard

City Clerk's Office

2200 Civic Center Drive • North Las Vegas, Nevada 89130-6102
Telephone: (702) 633-1030 • Fax: (702) 649-3846
www.ci.northlasvegas.com



February 28, 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 THE NEVADA
ARMY NATIONAL GUARD - APN 123-21-000-002 (C-4868)**

Dear Mr. Starman:

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 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 833-1919.

Sincerely,


Edben M. Savigny, CMC
City Clerk

as

Enc.

cc: James A. Bell, Director of Public Works

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 2nd day of JANUARY, 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 THE UNITED STATES OF AMERICA, WASHINGTON D.C. (approximately 280 total acres – currently occupied as an office, storage, and training facility) within parcel 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 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.

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 nonassigning party.

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6. 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

By Fred F. Turner
FRED F. TURNER, Director

CITY OF NORTH LAS VEGAS

By Michael L. Montandon
MICHAEL L. MONTANDON, Mayor

ATTEST:

By Eileen Sevigny
EILEEN SEVIGNY, City Clerk

APPROVED AS TO FORM:

By Sean McCowan FOR
SEAN MCCOWAN, City Attorney

APN: 123-27-201-026
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 AGREEMENT is entered into as of the 11 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 "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," Parcel No. 123-27-201-026, 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:

1. 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 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 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 (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 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 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 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 "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.

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.

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 hereto, regardless of whether originals are delivered thereafter.

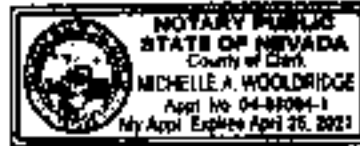
WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By Thomas A. Minwegen
THOMAS A. MINWEGEN, General Manager

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

Michelle A. Woodridge
NOTARY PUBLIC

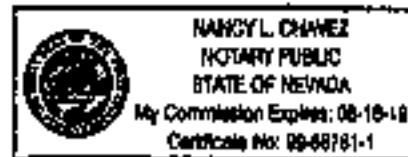


CITY OF NORTH LAS VEGAS

By Richard Charles MBE
JOHN J. LEE, Mayor

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

Nancy L. Chavez
NOTARY PUBLIC

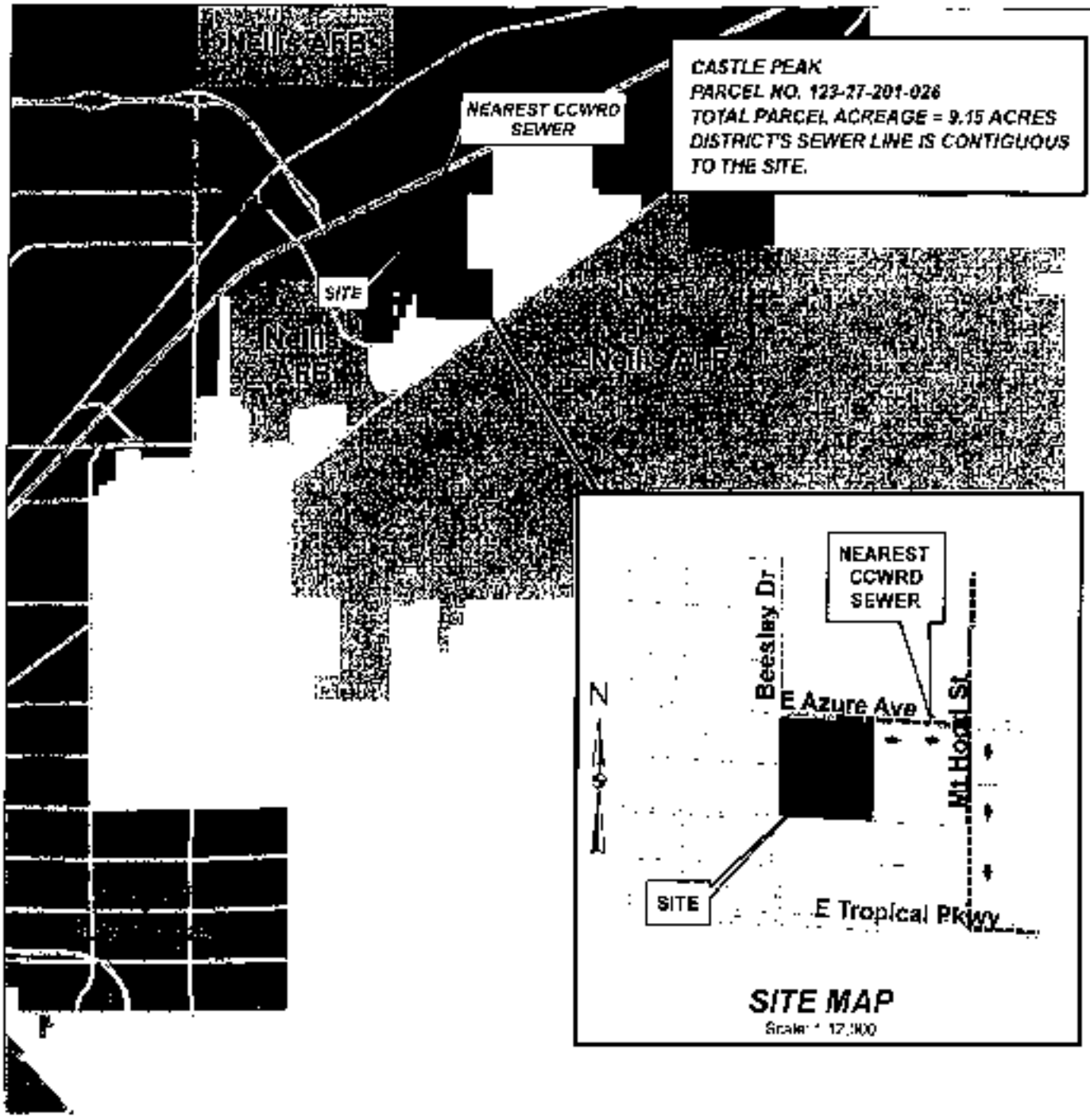


ATTEST:

By Catherine A. Raynor
CATHERINE A. RAYNOR, MMC, CITY CLERK

APPROVED AS TO FORM:

By Micaela Rusta Moore
MICAELA RUSTA MOORE, CITY ATTORNEY



**UNINCORPORATED
 COUNTY**

Scale: 1:95,000



ILA622 - EXHIBIT A

EXHIBIT "B"

**ACKNOWLEDGEMENT OF SEWER SERVICE PROVIDED THROUGH
INTERLOCAL AGREEMENT**

1. James Whitfield ("Owner), hereby acknowledge and agree as follows:

- 1) 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 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:
 - a. 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 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 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 ILA as Exhibit "B" and incorporated therein by reference.

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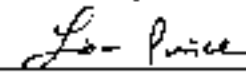
- 6) I authorize the recording of the I.A. against the Property with the Clark County Recorder's Office and understand and agree that the terms of the I.A. (1) are incorporated into the terms of the sewer service to be provided to the Property by the District, (2) run with the Property, and (3) are binding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

Signed this 10th day of August, 2017.

By 

Printed James Whitfield

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


NOTARY PUBLIC



Mayer
Michael L. Montandon

Councilmen
William E. Robinson
John K. Rhodes
Stephanie S. Smith
Shari Buck



One Community of Choices

City Clerk's Office

2200 Civic Center Drive • North Las Vegas, Nevada 89031-6397
Telephone: (702) 633-3430 • Fax: (702) 649-3646
www.cityofnorthlasvegas.com

City Manager
Kurt Fritsch

Assistant City Manager
Michele F. Richardson



February 13, 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 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 "Clerk'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,

Eileen M. Sevigny, CMC
City Clerk

lc

cc: James A. Bell, Director of Public Works

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 4th day of DECEMBER, 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 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.

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 nonassigning party.

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6. 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

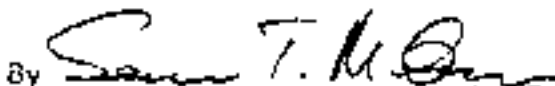
CITY OF NORTH LAS VEGAS

By 
MICHAEL L. MONTANDON, Mayor

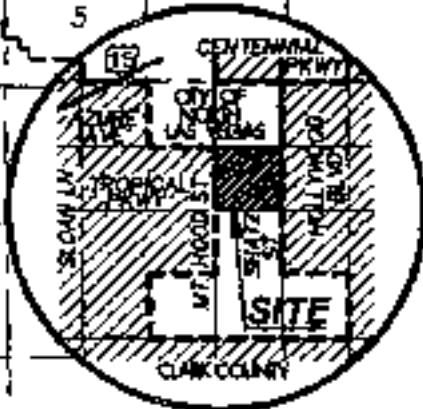
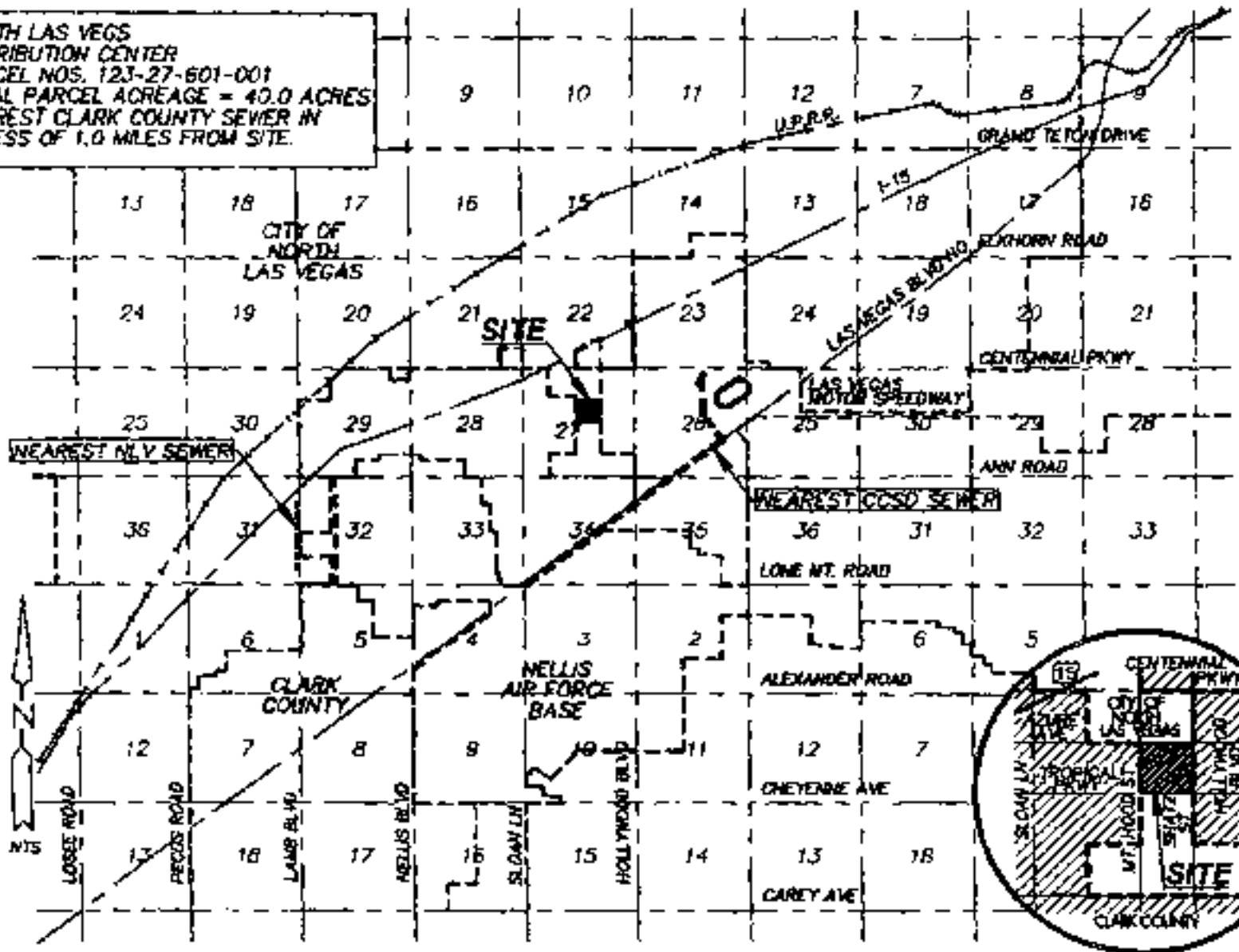
ATTEST:

By 
EILEEN SEVIGNY, City Clerk

APPROVED AS TO FORM:

By 
SEAN MCGOWAN, City Attorney

NORTH LAS VEGAS
 DISTRIBUTION CENTER
 PARCEL NOS. 123-27-601-001
 TOTAL PARCEL ACREAGE = 40.0 ACRES
 NEAREST CLARK COUNTY SEWER IN
 EXCESS OF 1.0 MILES FROM SITE.



ILA #158 - EXHIBIT A

Mayer
Michael L. Montandon

Councilmembers
William E. Robertson
Stephanie S. Smith
Shari Burch
Robert L. Wilson

✓ original file
File with FR
Meadow Gold



Acting City Manager
Gregory E. Rose

Assistant City Manager
Dan Tarwater

City Clerk's Office

2200 Civic Center Drive • North Las Vegas, Nevada 89030-6307
Telephone: (702) 633-1030 • Fax: (702) 649-3846
www.cityofnorthlasvegas.com

RECEIVED
AUG 21 2003
ENGINEERING
CCWRD

August 20, 2003

Mr. Calvin D. Staman, P.E.
Clark County Sanitation District
5857 E. Flamingo Road
Las Vegas, NV 89122-5508

SUBJECT: INTERLOCAL AGREEMENT FOR SEWER SERVICE TO MEADOW GOLD DAIRY - APN 123-22-801-019 (C5441)

Dear Mr. Staman:

At the August 6, 2003 meeting, the North Las Vegas City Council approved an Interlocal Agreement with Clark County Water Reclamation 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 refer them to Mr. James A. Bell, Director of Public Works, at 633-1919.

Sincerely,

Eileen M. Sevigny, CMC
City Clerk

aa

Enc.

cc: James A. Bell, Director of Public Works

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 27th day of May, 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 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 lines are not accessible to provide service to the area as shown in Exhibit "A," owned by Southern Foods Group LP care of Strasburger & Price, (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 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 nonassigning party.

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6. 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  _____
PETER M. ARCHULETA, General Manager

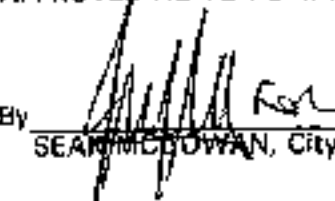
CITY OF NORTH LAS VEGAS

By  _____
MICHAEL L. MONTANDON, Mayor

ATTEST:

By  _____
EILEEN SEVIGNY, City Clerk

APPROVED AS TO FORM:

By  _____
SEAN MCCOWAN, City Attorney

CITY BOUNDARY

MEADOW GOLD DAIRY
PARCEL NO. 123-22-801-019
TOTAL PARCEL ACREAGE= 19.7 ACRES
NEAREST CITY OF NORTH LAS VEGAS
SEWER IN EXCESS OF 2.6 MILES
FROM SITE (AREA)

CITY OF
NORTH LAS VEGAS

CLAY COUNTY 215

NEAREST
C.C.W.R.D SEWER



115

CENTENNIAL

HOLLYWOOD

LAS VEGAS

RANGE

NEAREST CITY OF
NORTH LAS VEGAS
SEWER

CRAIG

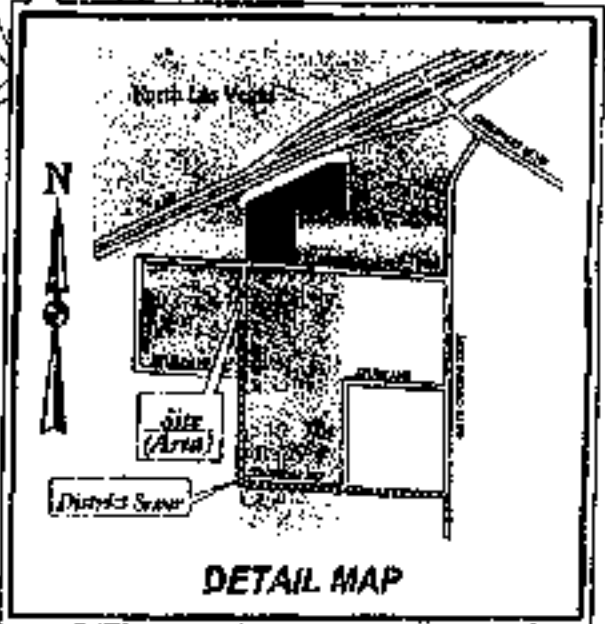
ALEXANDER

ZANE

SUTTON

LAS VEGAS

CHRISTINE



DETAIL MAP

APN: 123-27-101-017
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 AGREEMENT is entered into as of the 6th 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 "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," Parcel No. 123-27-101-017, 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, 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:

1. 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 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 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 (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 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 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 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 "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.

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.

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 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
THOMAS A. MINWEGEN, General Manager

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

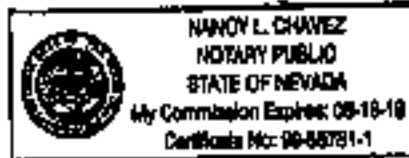


Michelle A. Woolridge
NOTARY PUBLIC

CITY OF NORTH LAS VEGAS

By John J. Lee
JOHN J. LEE, Mayor

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



Nancy L. Chavez
NOTARY PUBLIC

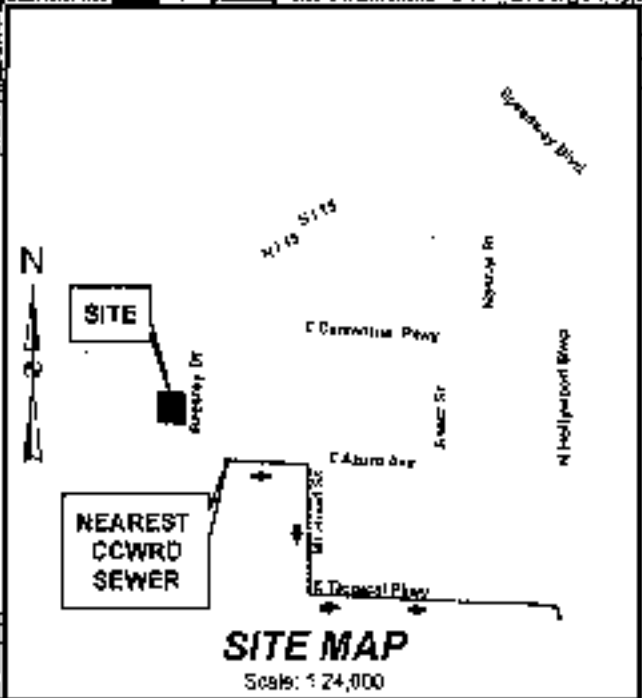
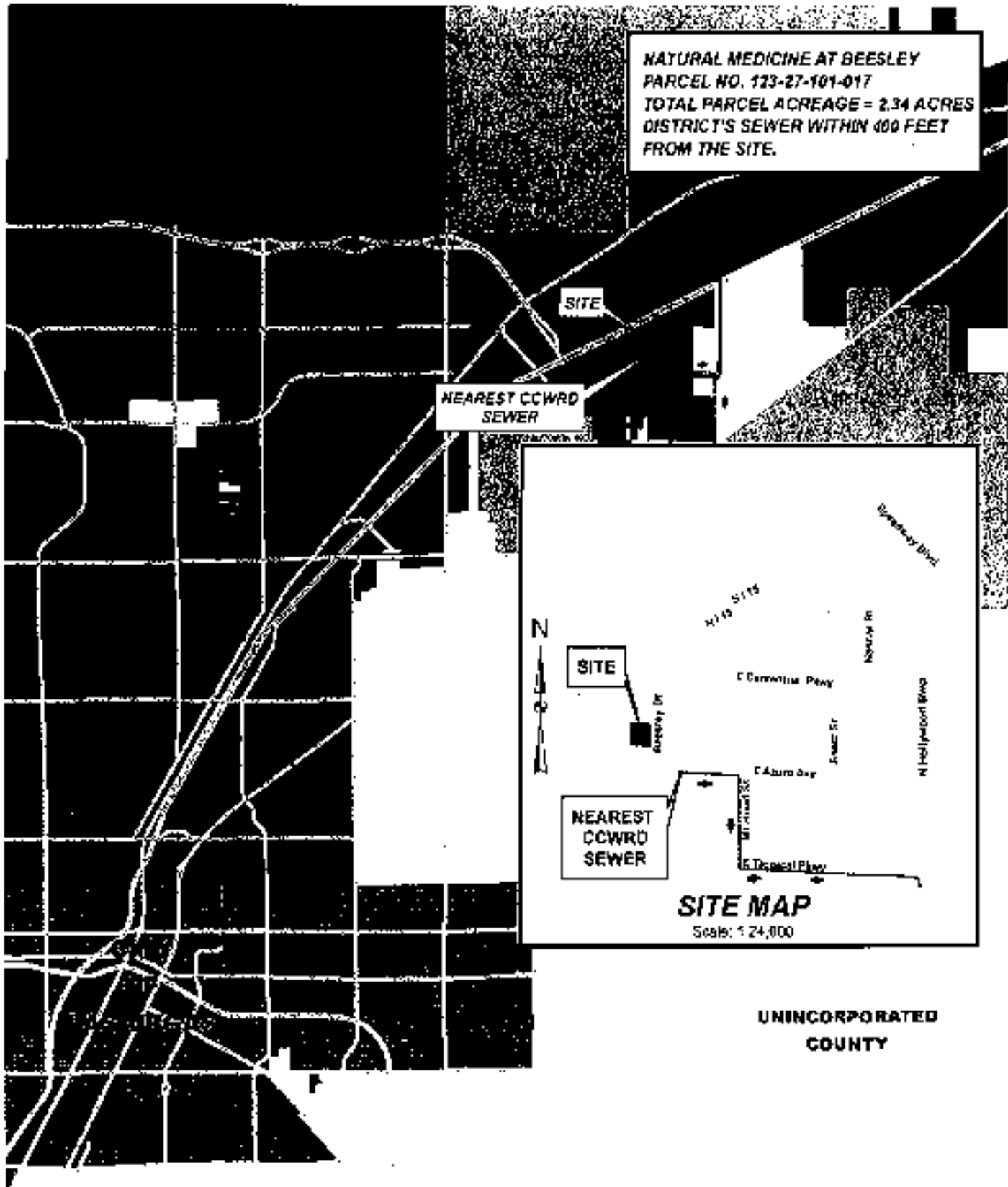
ATTEST:

By Catherine A. Raynor
CATHERINE A. RAYNOR, MMC, CITY CLERK

APPROVED AS TO FORM:

By Micaela Rustia Moore
MICAELA RUSTIA MOORE, CITY ATTORNEY

NATURAL MEDICINE AT BEESLEY
PARCEL NO. 133-27-101-017
TOTAL PARCEL ACREAGE = 2.34 ACRES
DISTRICT'S SEWER WITHIN 400 FEET
FROM THE SITE.



UNINCORPORATED
COUNTY

Scale: 1"=98,000



ILA616 - EXHIBIT A

3/30/2015

EXHIBIT "B"

**ACKNOWLEDGEMENT OF SEWER SERVICE PROVIDED THROUGH
INTERLOCAL AGREEMENT**

1. *Matlock Holding* ("Owner), hereby acknowledge and agree as follows.

- 1) 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").
- 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 "I.A."), 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 I.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;
 - b. The Property is located in the Northern Beltway Commercial Area Special Improvement District No. 65 (the "SID"), which has been funded by the City;
 - c. 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 I.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 I.A. as Exhibit "B" and incorporated therein by reference.

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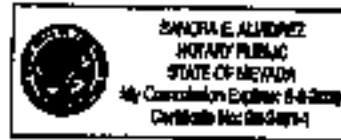
6) I authorize the recording of the ILA against the Property with the Clark County Recorder's Office and understand and agree that the terms of the ILA (1) are incorporated into the terms of the sewer service to be provided to the Property by the District, (2) run with the Property, and (3) are binding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

Signed this 15 day of August, 2017.

By [Signature]
Printed Timothy Brooks

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

[Signature]
NOTARY PUBLIC:



Mayor
Michael L. Montandon

Councilman
William E. Robinson
Stephanie S. Smith
Shari Buck
Robert L. Ellison



City Manager
Gregory E. Rosa

Northern Beltway

City Clerk's Office

Karen L. Storms, CMC, City Clerk

2200 Civic Center Drive • North Las Vegas, Nevada 89002-6307
Telephone: (702) 633-1010 • Fax: (702) 649-3846 • TDD: (800) 326-6868
www.cityofnorthlasvegas.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 5693)

Dear Ms. Mercenier:

At their meeting on Wednesday, December 5, 2007, the City Council of North Las 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, Utilities Director, at 633-1242.

Sincerely,

Barbara A. Andolina
Deputy City Clerk

Enc.

cc David Bereskin, Director of Utilities

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the ⁵ ~~7~~th day of ~~October~~ ^{DECEMBER}, 200~~6~~, 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 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 lines are not accessible to provide service to the area as shown in Exhibit "A," owned by Northern Belyway Industrial Center L.L.C., 39.55 acres - existing industrial property; Parcel No. 123-28-301-011 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:

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 Clark County.

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 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 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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6. 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 LAS VEGAS

By  _____
MICHAEL L. MONTANDON, Mayor

ATTEST:

By  _____
KAREN STORMS, City Clerk

APPROVED AS TO FORM:

By  _____
SEAN MCGOWAN, City Attorney

Mayor
Michael L. Mintonian

Councilmen
William E. Rothman
John E. Rinaldi
Stephanie S. Smith
Shari Buck



CITY OF
NORTH LAS VEGAS

Our Community of Choice

City Clerk's Office

2200 Civic Center Drive • North Las Vegas, Nevada 89059-6307
Telephone: (702) 633-4430 • Fax: (702) 649-7446

✓ ORIGINAL
TERRY SMITH
FILE

City Manager
Patrick P. Impertoria

Assistant City Managers
Kurt Fritsch
Michele E. Richardson

Aid
Stipend
Petro
Stopping Center

May 8, 2000

Mr. Calvin D. Starman, P.E.
Collection System Engineering Supervisor
Clark County Sanitation District
5887 E. Flamingo Road
Las Vegas, NV 89122-5588

SUBJECT: INTERLOCAL AGREEMENT TO PROVIDE SEWER SERVICE (CONTRACT C-4882)

Dear Mr. Starman:

At the May 3, 2000 meeting, the North Las Vegas City Council approved the above referenced interlocal contract to provide sewer service to the Petro 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, at 633-1242.

Sincerely,

Handwritten signature of Eileen M. Sevigny in cursive.

Eileen M. Sevigny, CMC
City Clerk

lc

cc: Ken Albright, Resources/Environmental Field Operations Manager

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 18th day of FEBRUARY, 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 UNLIMITED HOLDINGS, INC. AND SUNRISE OAKS LIMITED (approximately 25.0 total acres -- vacant 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 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.

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 nonassigning party.

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6. 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

By 
FRED F. TURNIER, Director

CITY OF NORTH LAS VEGAS

By 
MICHAEL L. MONTANDON, Mayor

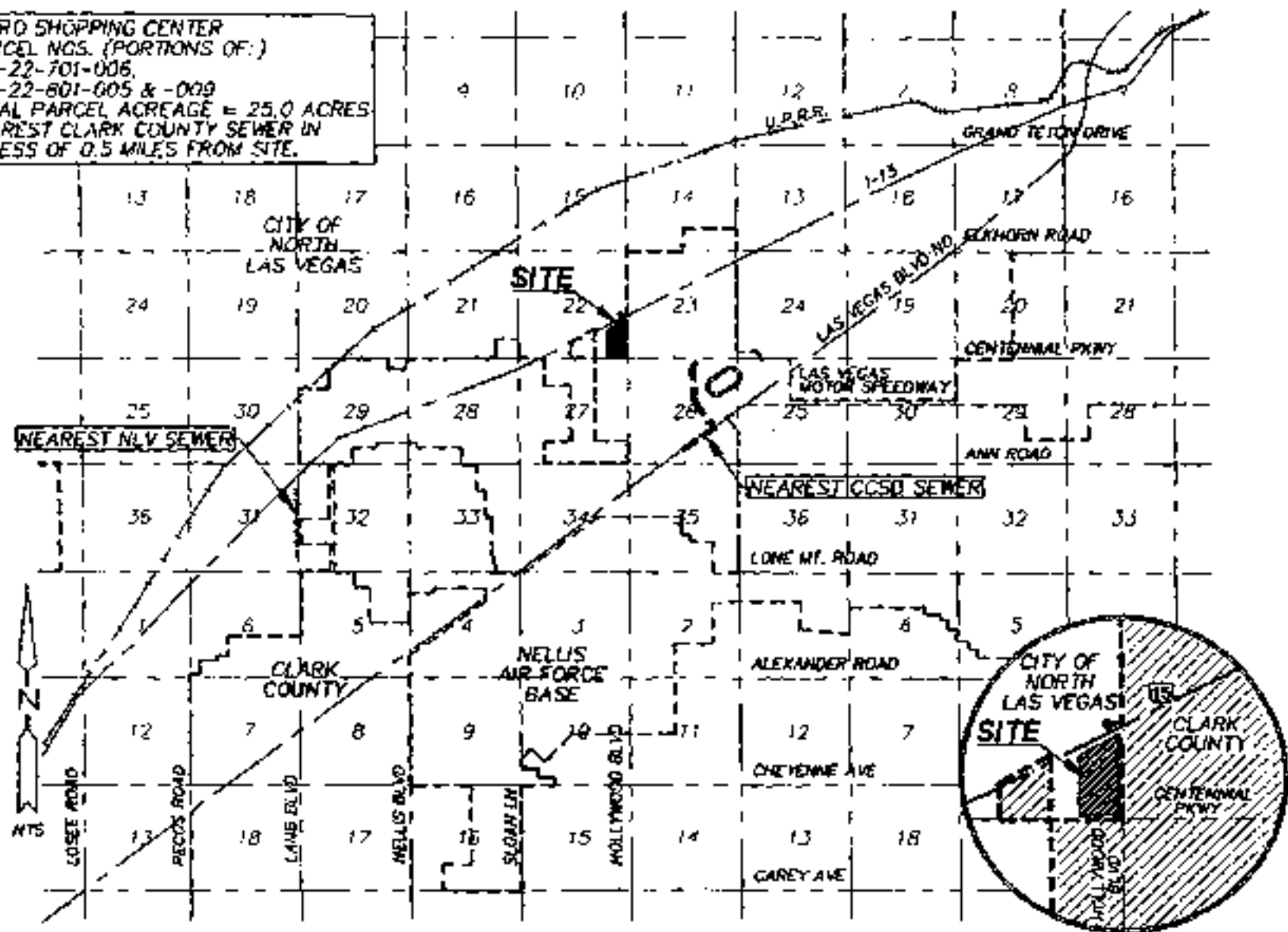
ATTEST:


EILEEN SEVIGNY, City Clerk

APPROVED AS TO FORM:

By 
SEAN MCGOWAN, City Attorney

RETRO SHOPPING CENTER
 PARCEL NOS. (PORTIONS OF):
 123-22-701-006,
 123-22-801-005 & -009
 TOTAL PARCEL ACREAGE = 25.0 ACRES
 NEAREST CLARK COUNTY SEWER IN
 EXCESS OF 0.5 MILES FROM SITE.



ILA #136 - EXHIBIT A

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

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 AGREEMENT is entered into as of the ^{20th} day of December, 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 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," 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, 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:

1. 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 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 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 (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 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 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 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 "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.

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.

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 hereto, regardless of whether originals are delivered thereafter.

[Remainder of Page Intentionally Left Blank]

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By Thomas A. Minwegen
THOMAS A. MINWEGEN, General Manager

SUBSCRIBED and SWORN to before
me this 5th day of December, 2017.

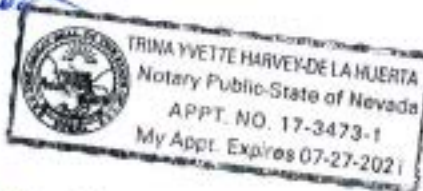


Michelle A. Wooldridge
NOTARY PUBLIC

CITY OF NORTH LAS VEGAS

By John J. Lee
JOHN J. LEE, Mayor

SUBSCRIBED and SWORN to before
me this 20th day of December, 2017.



Trina Yvette Harvey-De La Huerta
NOTARY PUBLIC

ATTEST:

By Catherine A. Raynor
CATHERINE A. RAYNOR, MMC, CITY CLERK

APPROVED AS TO FORM:

By Micaela Rustia Moore
MICAELA RUSTIA MOORE, CITY ATTORNEY

CCWRD Project Name: 34 Acres Raceway Business Park
PIPES # 5472
ILA # 18401

EXHIBIT 'A'



Clark County
Water Reclamation
DISTRICT

CCWRD PIPES
5472

A = 123-27-810-001	E = 123-27-810-008
B = 123-27-810-002	F = 123-27-810-009
C = 123-27-810-004	G = 123-27-810-011
D = 123-27-810-005	

*9337 =
REFERENCE
CCWRD PIPES
9337 and ILA

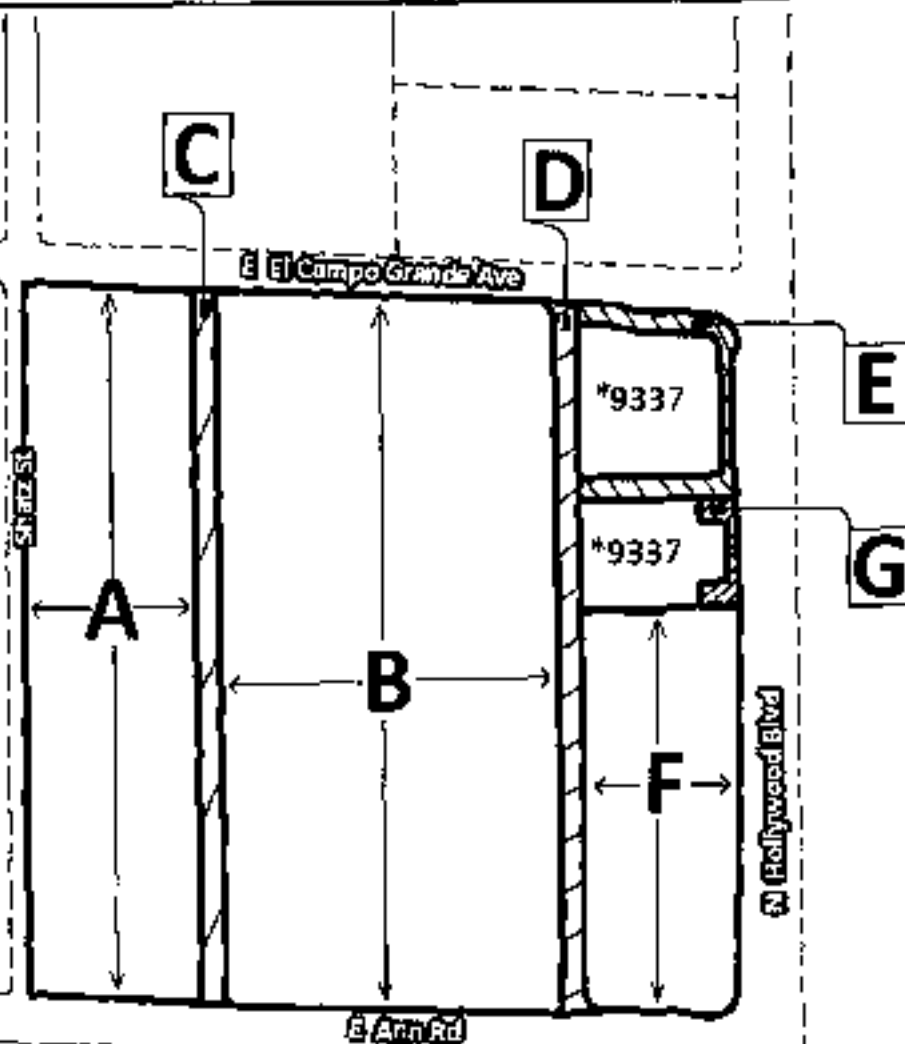


EXHIBIT "B"

ACKNOWLEDGEMENT OF SEWER SERVICE PROVIDED THROUGH
INTERLOCAL AGREEMENT

1. Passco Parkway LLC ("Owner), hereby acknowledge and agree as follows:
- 1) 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:
 - a. 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;
 - c. 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.
 - 5) 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 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 5th day of Dec., 2017.

By



Printed

Larry K. Sullivan
Passco Companies LLC
MANAGER

SUBSCRIBED and SWORN to before
me this ___ day of _____, 2017.

SEE ATTACHED NOTARY CERTIFICATE

NOTARY PUBLIC

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 Orange }

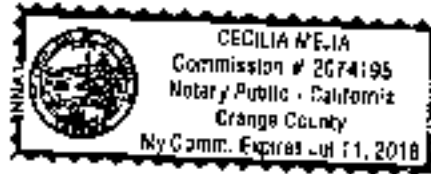
Subscribed and sworn to (or affirmed) before me on this 5 day of December, 2017
Date Month Year

by Larry K. Sullivan

Name of Signers

proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature: 
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Exhibit B Passco Raceway LLC

Document Date: 12/5/17

Number of Pages: 2

Signer(s) Other Than Named Above: _____

APN: 123-22-710-003
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 AGREEMENT is entered into as of the 6th day of December, 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 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," Parcel 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 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:

1. 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 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 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 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 (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 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, 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 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 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. 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.

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.

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 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

By Thomas A. Minwegen
THOMAS A. MINWEGEN, General Manager

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

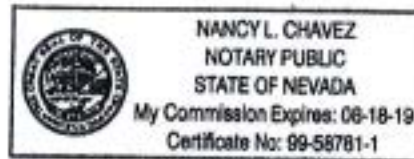


Michelle A. Wooldridge
NOTARY PUBLIC

CITY OF NORTH LAS VEGAS

By John J. Lee
JOHN J. LEE, Mayor

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



Nancy L. Chavez
NOTARY PUBLIC

ATTEST:

By Catherine A. Raynor
CATHERINE A. RAYNOR, MMC, CITY CLERK

APPROVED AS TO FORM:

By Micaela Moore
MICAELA RUSTIA MOORE, CITY ATTORNEY

CCWRD Project Name: Speedway Motel 6
PIPES # 18.435
ILA # 18402

EXHIBIT 'A'



Clark County
Water Reclamation
DISTRICT

CCWRD PIPES
18.435

123-22-710-003

Spurway Blvd

Ramp Spurway

Ramp Spurway

9-15

18-435

EXHIBIT "B"

ACKNOWLEDGEMENT OF SEWER SERVICE PROVIDED THROUGH
INTERLOCAL AGREEMENT

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

- 1) I am the owner of the real property located within the City of North Las Vegas (the "City") and identified as Parcel No. 123-22-710-003 (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;
 - b. 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 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 ILA as Exhibit "B" and incorporated therein by reference.

...

...

..

..

..

...

6) I authorize the recording of the H.A against the Property with the Clark County Recorder's Office and understand and agree that the terms of the H.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 15th day of November, 2017.

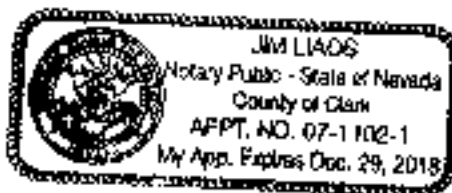
By *Turk Cobry*

State of Nevada
County of Clark

Printed TURK COBRY

SUBSCRIBED and SWORN to before
me this 15th day of November, 2017.

Jim Liads
NOTARY PUBLIC



APN: 123-27-501_002
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 AGREEMENT is entered into as of the 6th 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 "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," Parcel No. 123-27-501_002, 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:

1. 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 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 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 (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 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 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 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 "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.

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.

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 hereto, regardless of whether originals are delivered hereafter.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By Thomas A. Minwegen
THOMAS A. MINWEGEN, General Manager

SUBSCRIBED and SWORN to before
me this 27th day of August, 2017.

Michelle A. Woolridge
NOTARY PUBLIC

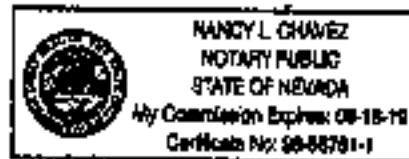


CITY OF NORTH LAS VEGAS

By Richard Church MP
JOHN LEE, Mayor

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

Nancy L. Chavez
NOTARY PUBLIC



WITNESSES:

By Catherine A. Raynor
CATHERINE A. RAYNOR, MMC, CITY CLERK

APPROVED AS TO FORM:

By Micaela Moore
MICAELA RUSIA MOORE, CITY ATTORNEY

EXHIBIT "B"

**ACKNOWLEDGEMENT OF SEWER SERVICE PROVIDED THROUGH
INTERLOCAL AGREEMENT**

I, Speedway Venture, LLC ("Owner"), hereby acknowledge and agree as follows:

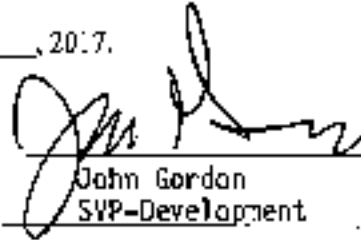
- 1) I am the owner of the real property located within the City of North Las Vegas (the City") and identified as Parcel No. 123-27-501-402 (the "Property").
- 2) I have requested that the City immediately provide sewer service to the Property.
- 3) I understand that the Property is more accessible to 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 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:
 - a. 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 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 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 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, 2017.

By _____



Printed _____

John Gordon
SVP-Development

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


NOTARY PUBLIC



APN: 123-22-710-002
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 AGREEMENT is entered into as of the 6th day 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 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," Parcel No. 123-22-710-002, 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:

1. 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 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 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 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 (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 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, 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 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 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. 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.

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.

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 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

By Thomas A. Minwegen
THOMAS A. MINWEGEN, General Manager

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

Michelle A. Woolbridge
NOTARY PUBLIC

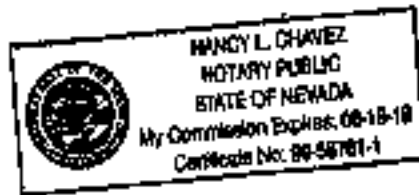


CITY OF NORTH LAS VEGAS

By Richard Chew MPT.
JOHN J. LEE, Mayor

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

[Signature]
NOTARY PUBLIC



ATTES:

By Catherine A. Raynor
CATHERINE A. RAYNOR, MMC, CITY CLERK

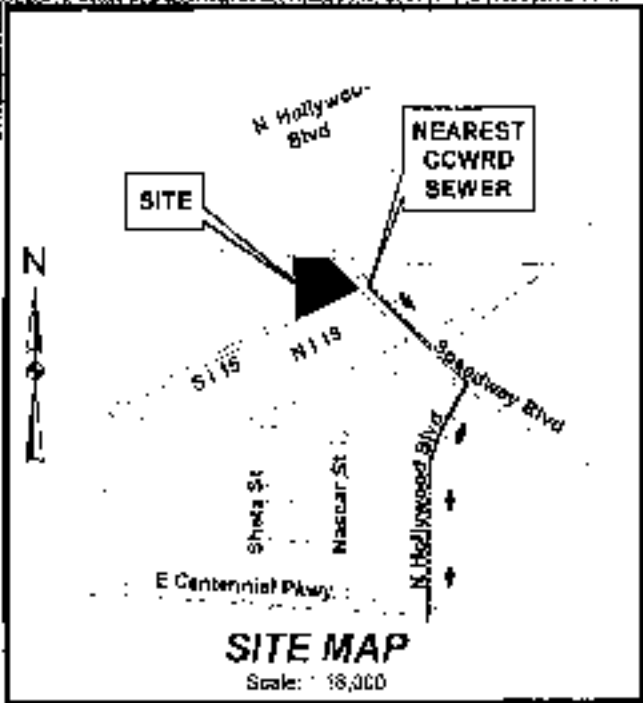
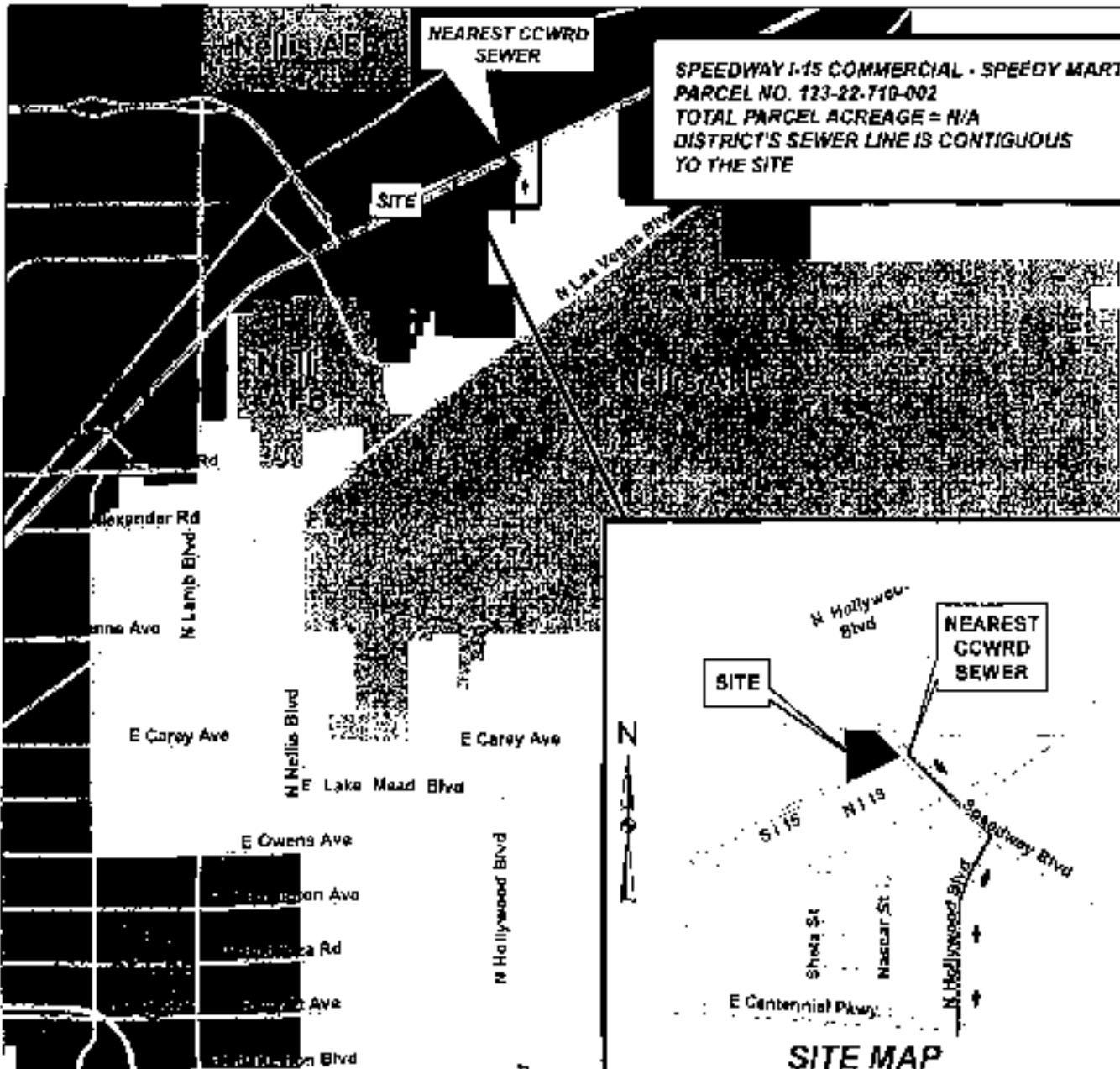
APPROVED AS TO FORM:

By Micaela Moore
MICAELA RJSTIA MOORE, CITY ATTORNEY

NEAREST CCWRD SEWER

SPEEDWAY I-15 COMMERCIAL - SPEEDY MART
PARCEL NO. 123-22-710-002
TOTAL PARCEL ACREAGE = N/A
DISTRICT'S SEWER LINE IS CONTIGUOUS
TO THE SITE

SITE



UNINCORPORATED COUNTY

Scale 1:96,000



ILA623 - EXHIBIT A

EXHIBIT "B"

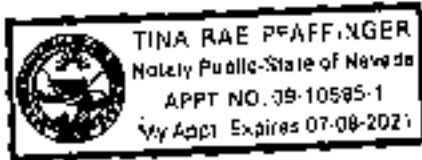
**ACKNOWLEDGEMENT OF SEWER SERVICE PROVIDED THROUGH
INTERLOCAL AGREEMENT**

1, **EOE 126 LLC** ("Owner), hereby acknowledge and agree as follows:

- 1) 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").
- 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;
 - b. 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 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 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 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 10th day of August, 2017.



By [Signature]
Printed Brend Emery

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

[Signature]
NOTARY PUBLIC

(17)

Mayor
Michael L. Montandon

Councilmen
William E. Robinson
Stephanie S. Smith
Shari Buck
Robert L. Ellison



Since Incorporation of 1952

City Clerk's Office

2200 Civic Center Drive • North Las Vegas, Nevada 89130-6307
Telephone: (702) 633-1030 • Fax: (702) 649-3846
www.cityofnorthlasvegas.com

Sysco Food

City Manager
Kurt Fritsch

Assistant City Manager
Gregory E. Rose

✓ Teri Smith
Original ICA
to file

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 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,

Karen L. Storms, CMC
Assistant City Clerk

aa

Enc.

cc: James A. Bell, Director of Public Works

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 20th day of JULY, 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 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 SYSKO FOOD SERVICES LAS VEGAS (approximately 41.1 total acres - vacant land; 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 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 nonassigning party.

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6. 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

By 
FRED F. TURNER, Director

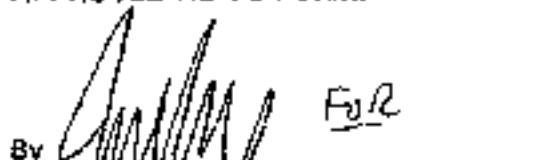
CITY OF NORTH LAS VEGAS

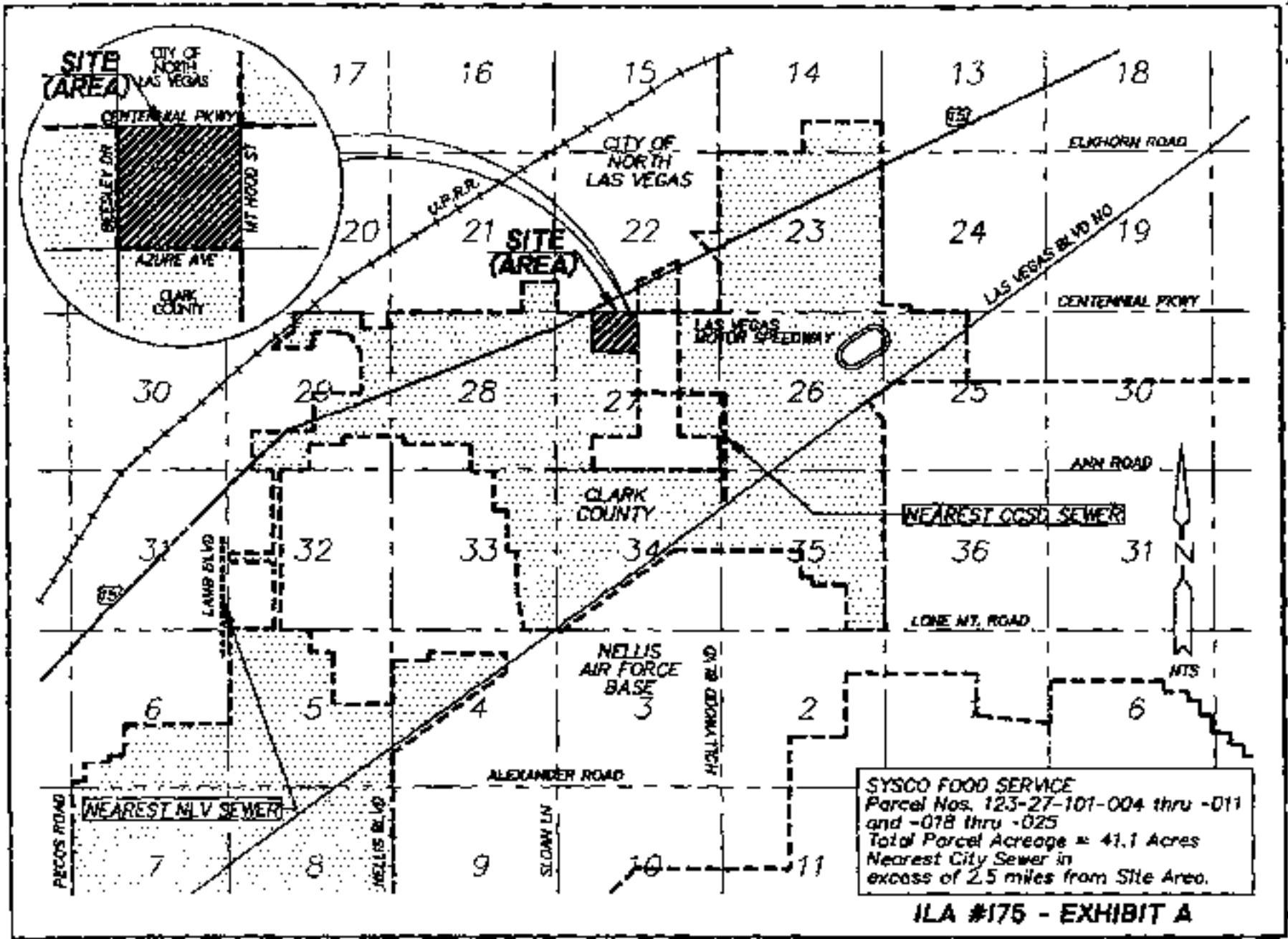
By 
MICHAEL L. MONTANDON, Mayor

ATTEST:

By 
EILEEN SEVIGNY, City Clerk

APPROVED AS TO FORM:

By  FOR
SEAN MCGOWAN, City Attorney



Mayor
Michael L. Montandon

Councilmembers
William E. Robinson
Stephanie S. Smith
Shari Beck
Robert L. Blanton



Your Community of Choice

Venture Point

City Manager
Gregory E. Rose

City Clerk's Office

Karen L. Storms, CMC, City Clerk

2200 Civic Center Drive • North Las Vegas, Nevada 89002-6307
Telephone: (702) 633-1030 • Fax: (702) 649-3346 • TDD: (800) 326-6868
www.cityofnorthlasvegas.com

June 10, 2008

RECEIVED
JUN 30 2008
ENGINEERING
CCWRD

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)**

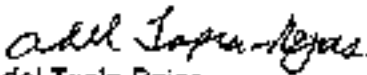
Dear Ms. Mercenier:

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 NLV I, LLC, Clark County Assessor's Parcel Number 123-27-201-023, located at the northwest corner 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 feel free to contact David Bereskin, Public Works Utilities Director, at 633-1242.

Sincerely,


Adel Tapia-Rojas
Deputy City Clerk

Enc.

cc: David Bereskin, Public Works Utilities 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, 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 lines are not accessible to provide service to the area as shown in Exhibit "A," owned by Venturepoint - EV I LLC, 9.13 acres - vacant and: Parcel No. 123-27-201-023 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:

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 Clark County.

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 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 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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6. 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

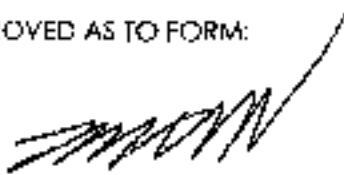
CITY OF NORTH LAS VEGAS

By  _____
MICHAEL L. MONTANDON, Mayor

ATTEST.

By  _____
KAREN STORMS, City Clerk

APPROVED AS TO FORM:

By  _____
~~ARRIEN GOWAN~~ City Attorney
Carrie Torrence

