APN(S):
RECORDING REQUESTED BY:
[NAME OF PROPERTY OWNER(S)]

RETURN TO:
[ADDRESS OF TREATING JURISDICTION]

ACKNOWLEDGMENT OF WASTEWATER SERVICE

_____, on behalf of _____, a(n) _____ ("Owner"), hereby acknowledges and agrees as follows:

OR

_____, on behalf of _____, a(n) _____, _____, on behalf of_____, a(n) _____ , and _____, on behalf of _____, a(n) _____ (collectively, "Owner"), hereby acknowledge and agree as follows:

1. Owner is the fee simple title owner of the real property located within the _____, a _____ (the "Host Jurisdiction") and generally located at _____, Nevada, and currently identified as Assessor's Parcel Number(s) ("APN(s)") _____ (the "Property").

2. Owner has requested that the Host Jurisdiction provide up to ___ (___) equivalent residential units (ERU) of wastewater service to the Property.

3. Owner understands that the Property is more accessible to the wastewater system of _____, a _____ (the "Treating Jurisdiction"), than to the Host Jurisdiction's wastewater system, and as such, wastewater service is being provided initially to the Property by the Treating Jurisdiction.

4. Owner further understands and agrees that (a) as a condition of wastewater service, Owner and each user of wastewater service on the Property is bound by and must comply with the Treating Jurisdiction's policies, procedures, resolutions, ordinances, service rules, design and construction standards, pretreatment program, enforcement response plan(s), and wastewater service charges, rates, fees and non-refundable connection fees, as any of the foregoing is amended ("Treating Jurisdiction Service Rules"); (b) as a condition of wastewater service, Owner and each user of wastewater service on the Property is bound by and must comply with all applicable requirements in the Federal

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Clean Water Act (33 U.S.C. §1251 et seq.) and the regulations promulgated thereunder (40 CFR Part 403), as either is amended; (c) as a condition of wastewater service, Owner and each user of wastewater service on the Property is bound by and must comply with applicable law, as amended; and (d) wastewater service is being made available to the Property pursuant to that certain Interlocal Agreement between the Treating Jurisdiction and the Host Jurisdiction dated _____, a true and accurate copy of the form of which is attached hereto as Exhibit A (the "ILA").

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5. Owner received a copy of the ILA, reviewed it, had the opportunity to discuss it with an attorney, and knows of and understands its contents.

6. Owner further understands and agrees that:

   (a) the Treating Jurisdiction has the right to terminate wastewater service to the Property in accordance the Treating Jurisdiction Service Rules or as otherwise permitted by applicable law, as amended;

   (b) if the Treating Jurisdiction terminates the ILA, terminates the ILA as to the Property, or will otherwise no longer provide wastewater service to the Property (including to Owner and each user of wastewater service on the Property), Owner is obligated to (1) disconnect from the Treating Jurisdiction's wastewater system, (2) apply for wastewater service with the Host Jurisdiction in accordance with the Host Jurisdiction's policies, procedures, resolutions, ordinances, pretreatment program, service rules, and/or design and construction standards in effect at the time of the application(s) and pay the Host Jurisdiction the wastewater service rates, fees, and/or non-refundable connection fees in effect at the time of the application(s), (3) if approved for connection to Host Jurisdiction's wastewater system, construct and pay for wastewater facilities to connect to the Host Jurisdiction's wastewater system in accordance with the Host Jurisdiction's policies, procedures, resolutions, ordinances, pretreatment program, service rules, and/or design and construction standards, as amended, and (4) in connection with wastewater service provided by the Host Jurisdiction, comply with the Host Jurisdiction's policies, procedures, resolutions, ordinances, service rules, design and construction standards, pretreatment program, enforcement response plan(s), and wastewater service charges, rates, fees and non-refundable connection fees, as any of the foregoing is amended;

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   (c) at no cost to the Host Jurisdiction or to the Treating Jurisdiction, the Host Jurisdiction has the right to require Owner to connect to the Host Jurisdiction's wastewater system if the Host Jurisdiction's wastewater

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system becomes available (as defined in section 2(b) in the ILA) or the ILA terminates;

(d) neither the ILA nor this Acknowledgment of Wastewater Service serves as an approval of any kind as to the industrial use of the Property or the discharge of non-domestic wastewater to the Treating Jurisdiction's wastewater system;

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(e) if Owner wishes to add connections to the Treating Jurisdiction's wastewater system, increase the Property's wastewater discharge beyond the amount the Treating Jurisdiction allocated the Property, or otherwise change the use of Property, Owner must follow all requirements in the Treating Jurisdiction Service Rules before making any such change and there is no guarantee that the Treating Jurisdiction will approve such a change, and the Treating Jurisdiction is not obligated to approve such a change, even if the Host Jurisdiction provides one or more approvals;

(f) the Treating Jurisdiction has discretion to refuse, whether or not the capacity of the Treating Jurisdiction's wastewater system that serves the Property is or will be reached, (1) additional connections at the Property, (2) an increase in the Property's wastewater discharge beyond the amount the Treating Jurisdiction allocated to the Property, and/or (3) to allow the Property to discharge non-domestic waste;

(g) if the Property is not using the capacity approved for the Property by the Treating Jurisdiction at the time of the Owner's original request for wastewater service, the Owner must provide the Treating Jurisdiction updated projections, and in the Treating Jurisdiction's discretion, the Owner will amend this Acknowledgment of Wastewater Service accordingly;

(h) the Treating Jurisdiction may terminate service to the Property if the capacity of the Treating Jurisdiction's wastewater system (or the wastewater facilities used to provide wastewater service to the Property) is reached as a result of Owner or other user of wastewater service on the Property increasing the Property's wastewater discharge beyond what the Treating Jurisdiction allocated the Property;

(i) the Treating Jurisdiction may bring an enforcement action against Owner, a user of wastewater service on the Property, or another responsible party, impose fines, and take other actions as provided by and in accordance with the Treating Jurisdiction Service Rules;

(j) the Treating Jurisdiction, in its sole and absolute discretion, determines whether a particular wastewater discharger on the Property is a "significant

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industrial user" or an "industrial user" and whether the discharger must have a wastewater discharge permit;

(k) the Host jurisdiction may withhold, or cause the applicable approval authority to withhold, approval of any applicable building permit, business license, zoning change, or other requested approval or waiver for such a wastewater user or the Property, pending the issuance of any required wastewater discharge permit or a resolution of any outstanding pretreatment/wastewater discharge issue, condition, or other pending approval of/from Treating Jurisdiction; and

(l) Owner is not, in any way, a third-party beneficiary of the ILA.

Deleted: <#>if Host Jurisdiction wastewater service is available to the Property (as defined in Section 2(b) of the ILA) and Owner or other user of wastewater service on the Property violates the Treating Jurisdiction Service Rules and fails to take appropriate measures satisfactory to the Treating Jurisdiction to achieve and maintain compliance, the Treating Jurisdiction may unilaterally terminate the ILA with respect to the Property; and¶

7. Owner agrees and consents, on its behalf and on behalf of each occupant of the Property, to the Treating Jurisdiction entering upon the Property, to the Treating Jurisdiction accessing and inspecting any facility, documents, building or premise on the Property, to make the foregoing available to the Treating Jurisdiction upon request at any time in connection with the provision of wastewater service and implementation of the Treating Jurisdiction Service Rules, and to allow the Treating Jurisdiction to perform other activities at or upon the foregoing, including sampling, testing, and monitoring, to effect the purposes of or otherwise enforce the Treating Jurisdiction Service Rules.

8. Owner acknowledges and agrees that (a) the ILA may be amended at any time by Host Jurisdiction and Treating Jurisdiction without the consent of, or notice to, Owner, and (b) any amendment to the ILA shall be incorporated into the ILA such that it shall immediately and automatically apply to the wastewater service provided to the Property.

9. Owner authorizes the recording and re-recording of this Acknowledgment of Wastewater Service against the Property with the Clark County Recorder's Office and understands and agrees that (a) the terms of the ILA (along with any amendments thereto), this Acknowledgment of Wastewater Service, and the Treating Jurisdiction Service Rules govern the provision of wastewater service to the Property, if any, by the Treating Jurisdiction; (b) any change or termination of this Acknowledgment of Wastewater Service requires the written consent of Host Jurisdiction and Treating Jurisdiction; and, (b) this Acknowledgment of Wastewater Service constitutes a covenant running with the land and is binding on, and inures to the benefit of, Owner and Owner's heirs, legal representatives, estates, grantees, successors, successors-in-interest, and assigns to the Property, including any parcels created by the further subdivision of the Property, and any users of wastewater service on the Property.

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OWNER:

[insert legal name of Owner]

By _____

Printed Name _____

Title (if any) _____

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on _____, 20_____ by _____, as _____ of _____.

_____
Signature of Notarial Officer

[NOTE: add additional signature areas and customize signature and notary blocks, as necessary]

[insert legal name of Owner]

By _____

Printed Name _____

Title (if any) _____

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on _____, 20_____ by _____, as _____ of _____.

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Signature of Notarial Officer

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