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:

ED_002461_00010645-00001

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

ED_002461_00010645-00002

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

ED_002461_00010645-00003

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. Wooldridge
NOTARY PUBLIC

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MICHELLE A. WOOLDRIDGE
Appt. No. 04-88064-1
My Appt. Expires April 25, 2021

CITY OF NORTH LAS VEGAS

By Richard Cherchio MPT
JOHN J. LEE, Mayor

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

NOTARY PUBLIC

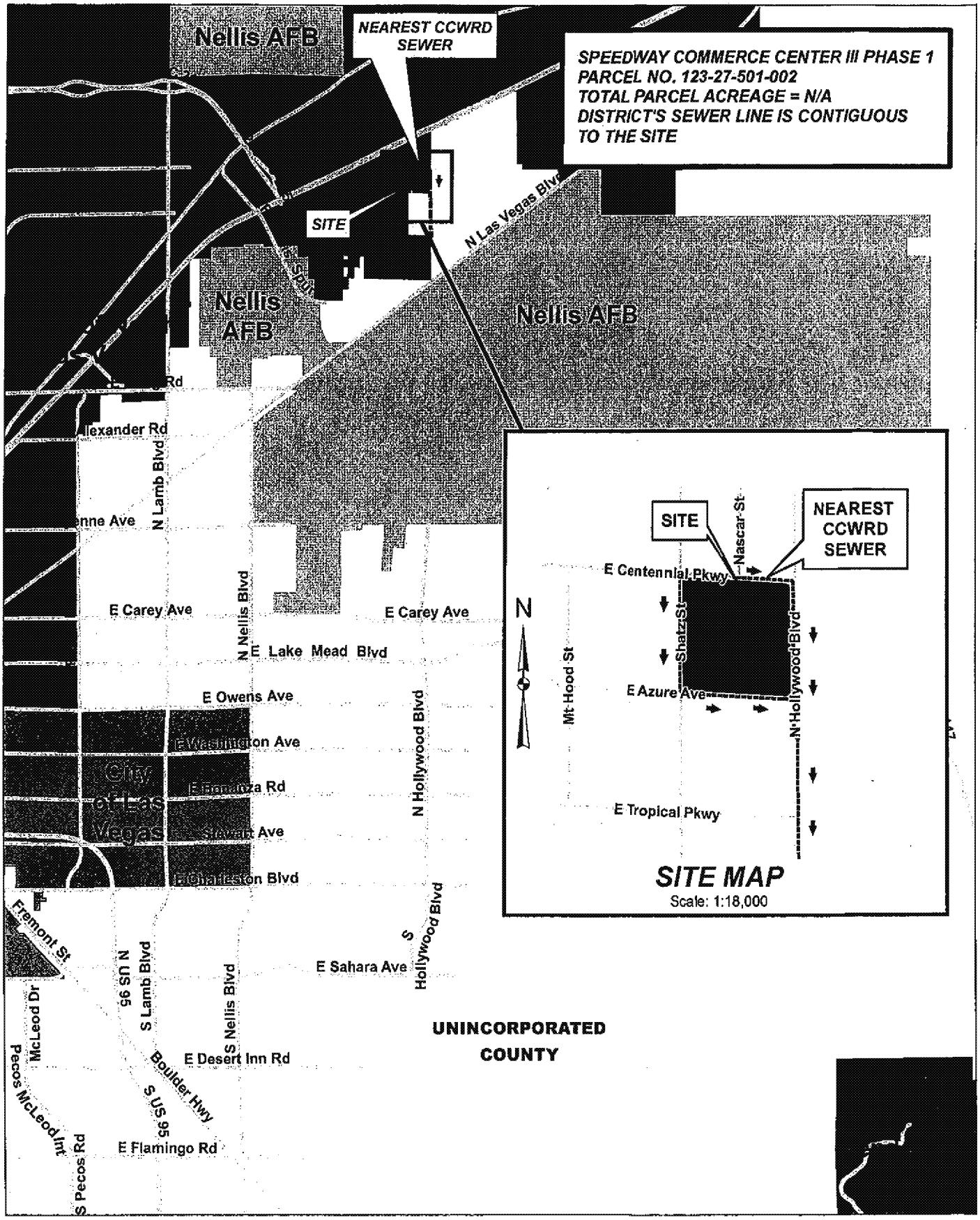
NANCY L. CHAVEZ
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 08-18-19
Certificate No: 99-58781-1

ATTEST:

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

APPROVED AS TO FORM:

By Micaela Moore
MICAELA RUSTIA MOORE, CITY ATTORNEY



Scale: 1:96,000

N

Clark County Water Reclamation DISTRICT

"Clean Water Team"

ILA624 - EXHIBIT A

5/9/2017

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. 123-27-501-002 (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 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 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 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

OFFICIAL STAMP
ERICA GRAY
NOTARY PUBLIC-OREGON
COMMISSION NO. 962647
MY COMMISSION EXPIRES MAY 21, 2021