

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 5th day of August, 2009, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF 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," vacant land; owned by: JOSEPHS FAMILY L P, 1.75 acres – vacant land; Parcel No. 162-08-303-019 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 the City of 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 connection permit for issuance of a City of 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.

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

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WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By Chuck Ethief 10/1 R.H.
RICHARD MENDES, General Manager

CITY OF LAS VEGAS

By Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

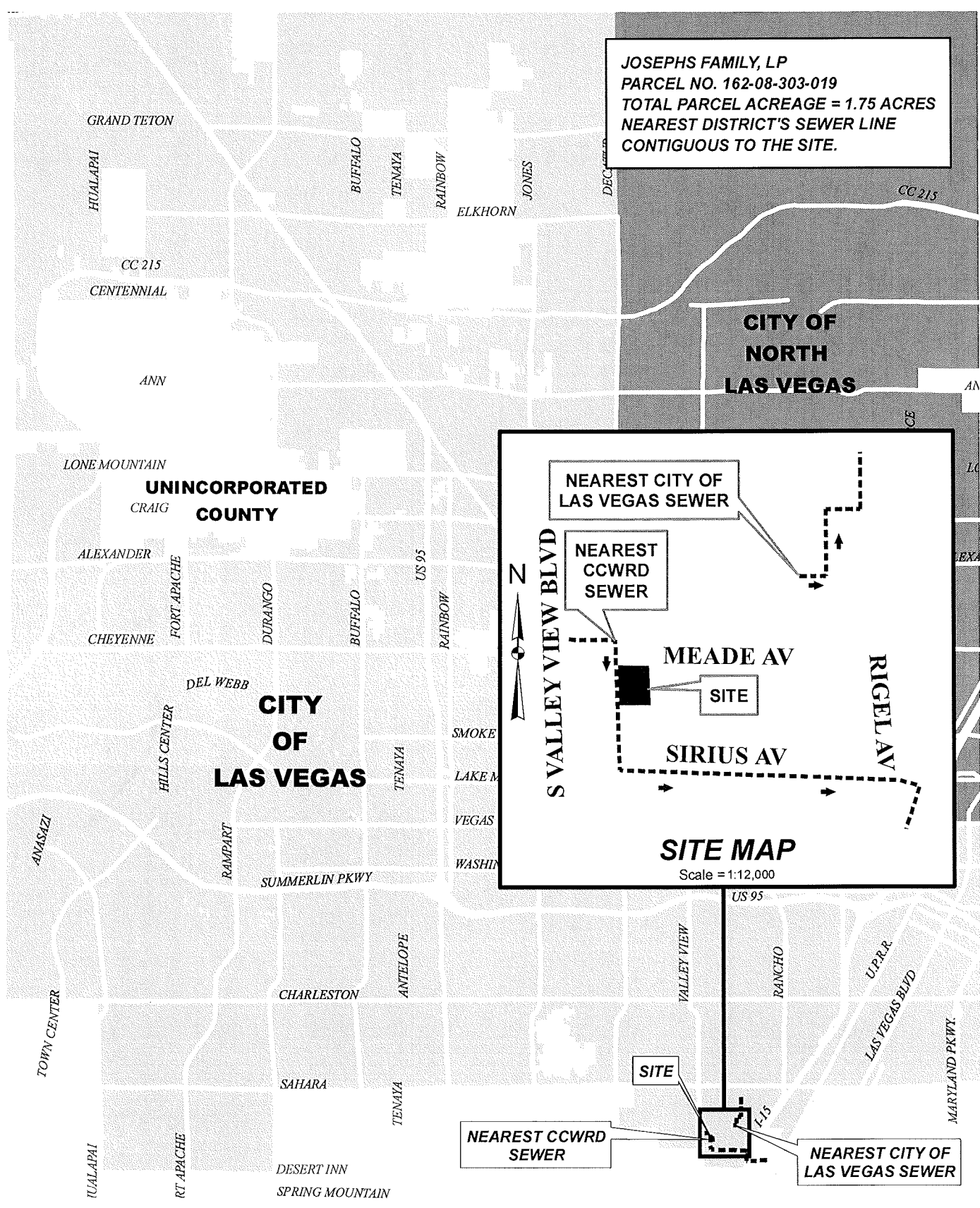
ATTEST:

By Beverly K. Bridges
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

By John S. DiGirola
Deputy City Attorney

JOSEPHS FAMILY, LP
 PARCEL NO. 162-08-303-019
 TOTAL PARCEL ACREAGE = 1.75 ACRES
 NEAREST DISTRICT'S SEWER LINE
 CONTIGUOUS TO THE SITE.



Scale = 1:96,000