

FIRST AMENDMENT TO NLV WASTEWATER SERVICE AGREEMENT

THIS FIRST AMENDMENT TO NLV WASTEWATER SERVICE AGREEMENT (this "Amendment") is made and entered into this _____ day of _____, 2011, by and between the City of Las Vegas ("CLV") and the City of North Las Vegas ("NLV"), each of which is a municipal corporation within the State of Nevada.

WITNESSETH

WHEREAS, CLV and NLV have previously entered into that certain NLV Wastewater Service Agreement dated February 4, 2009, which provides for the continued treatment by CLV of the Indirect Wastewater Flows (defined therein) generated by NLV until such time as NLV Wastewater Treatment Facility (defined therein) currently under construction by NLV becomes operational, at which time further treatment by the CLV would cease as of the deadline set forth under the Agreement; and

WHEREAS, the parties hereto recognize that prior or subsequent to the Wastewater Treatment Facility becoming operational, there may arise a need on the part of NLV to have CLV delay ceasing the treatment of all or a portion of the Indirect Wastewater Flows by the deadline set forth in the Agreement, or for CLV to resume treatment of a portion of the Indirect Wastewater Flows after cessation of the treatment thereof, including, without limitation, such needs as the temporary shutdown for operational maintenance of, or to construct additional treatment capacity at, or to delay or avoid the construction of additional treatment capacity at, the Wastewater Treatment Facility; and

WHEREAS, the parties hereto desire to amend the Agreement to provide NLV with the right to request (i) CLV continue treating the Indirect Wastewater Flows past the deadline set forth in the Agreement for the termination of such treatment, or (ii) resume treatment of the Indirect Wastewater Flows after CLV has ceased the treatment thereof, and to provide for the other modifications of the Agreement as set forth below.

NOW, THEREFORE, for and in consideration of the premises set forth above, the parties hereto do agree as follows:

1. Section 1, Definitions, of the Agreement is hereby amended to delete subsection (g) in its entirety and to insert in lieu thereof the following:

(g) "Direct Wastewater Flows" means the wastewater directly discharged into the CLV collection system by the sewer accounts in NLV.

2. Section 2.02, Indirect Wastewater Flows, of the Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

2.02 Indirect Wastewater Flows. For the term of this Agreement, or until commencement of operation of the Wastewater Treatment Facility, whichever is the first to

occur, CLV agrees to receive and treat all of the Indirect Wastewater Flows at the WPCF. In consideration for such wastewater treatment, NLV agrees to pay CLV the Monthly Treatment Charge determined pursuant to Section 3 of this Agreement. NLV agrees that CLV may cease receiving and treating the Indirect Wastewater Flows with the commencement of operation of the Wastewater Treatment Facility, provided, however, NLV may request that CLV continue treating, or resume the treatment of, the Indirect Wastewater Flow as set forth herein. For purposes of terminating and/or subsequently regulating the treatment of the Indirect Wastewater Flows, NLV has installed a lockable valve at the location indicated on Exhibit A attached hereto and incorporated herein as part of this Agreement. NLV agrees that the CLV shall have access to and sole control of this valve pursuant to a locking key or some mechanism acceptable to the City. NLV agrees to grant CLV access to this valve by execution of the Grant of Easement, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

Prior or subsequent to the commencement of the operation of the Wastewater Treatment Facility, NLV shall have the right, if the need arises, to request in writing that CLV continue with, or resume the treatment of, the Indirect Wastewater Flows in the amount and for such period of time as requested by NLV. The request shall include, at a minimum, the following information, (i) the reason for the request, (ii) the anticipated date, time and duration needed for the treatment of the Indirect Wastewater Flows, (iii) the estimated daily flow of the Indirect Wastewater Flows to the CLV, (iv) the predicted quality of the Indirect Wastewater Flows (at a minimum the BOD, TSS, NH₃-N and the total phosphorus concentrations), and (v) the existence and concentration of any toxic components in the Indirect Wastewater Flows. CLV shall have the sole discretion to grant or deny the request, after considering such factors as, but not limited to, (i) the availability and capacity of its collection system at the time of the request, (ii) the availability and impact on treatment capacity at WPCF, (iii) the quality of the Indirect Wastewater Flows and the presence of any toxic component and (iv) its ability to treat the Indirect Wastewater Flows. The cost for the treatment of the Indirect Wastewater Flows after the commencement of operation of the Wastewater Treatment Facility shall be at the rate set forth in Section 3.01. Nothing set forth in this Section 2.02 shall obligate the CLV to reserve any capacity of its collection system or at the WPCF for the treatment of the Indirect Wastewater Flows

3. Section 3.01, Charge Rate, of the Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

3.01 Charge Rate. The initial Charge Rate shall be \$1.99/kgal for treatment of the Indirect Wastewater Flows. The initial Charge Rate shall remain in effect through December 31, 2011. Commencing January 1, 2012, the Charge Rate shall be \$2.50/kgal, increased by the amount of the Consumer Price Index for each year thereafter for any request for the continued or resumed treatment of the Indirect Wastewater Flows submitted by NLV pursuant to Section 2.02.

4. Except as otherwise provided herein, all other provisions of the Agreement shall remain in force and effect between the parties.

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and effective by their duly authorized representatives the day and year first written above.

ATTEST:

CITY OF LAS VEGAS

Beverly K. Bridges, MMC Date
City Clerk

By: _____
Oscar B. Goodman, Date
Mayor

APPROVED AS TO FORM:

Robert S. Sylvain 2-2-11
Robert S. Sylvain Date
Deputy City Attorney

ATTEST:

CITY OF NORTH LAS VEGAS

Karen L. Storms, CMC, Date
City Clerk

By: _____
Shari L. Buck, Date
Mayor

APPROVED AS TO FORM:

Nicholas G. Vaskov, Date
Acting City Attorney

EXHIBIT A

MAP SHOWING LOCATION OF LOCKABLE VALVE

Exhibit A
Map Showing Location of Lockable Valve

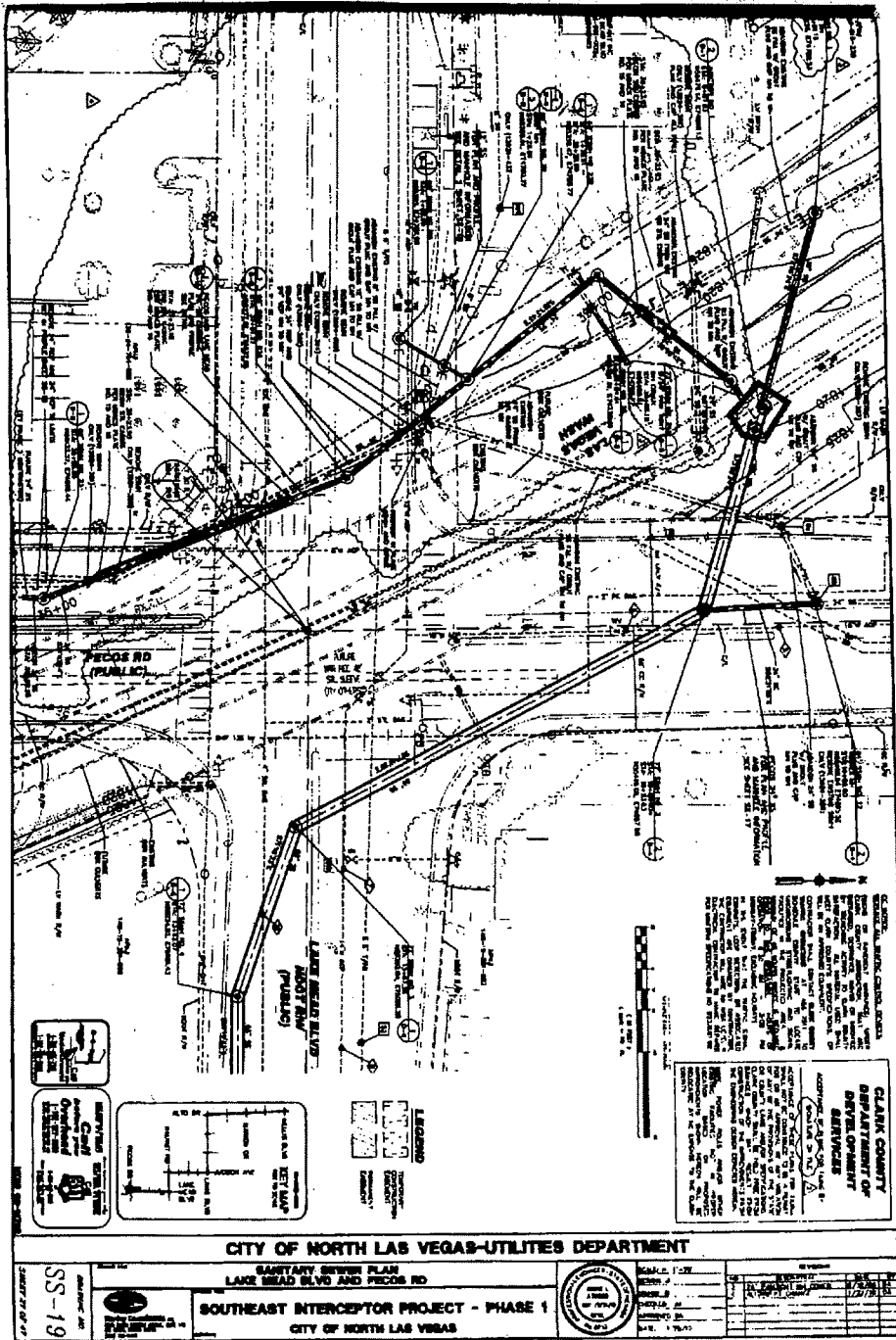


EXHIBIT B

NON-EXCLUSIVE UTILITY ACCESS EASEMENT

APN 139-24-696-001 and 139-24-696-002

WHEN RECORDED, RETURN TO:

City of Las Vegas
Attn: Director of Public Works
400 Stewart Avenue
Las Vegas, Nevada 89101

NON-EXCLUSIVE UTILITY ACCESS EASEMENT

The City of North Las Vegas, a Nevada municipal corporation (the "Grantor"), in consideration for the payment of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Las Vegas, a Nevada municipal corporation (the "Grantee"), a non-exclusive utility access easement to the sewer valve contained in the manhole junction located in the Las Vegas Wash, which sewer valve and manhole junction are depicted on Exhibit A attached hereto and incorporated herein by this reference and located on that certain real property situate in the North Las Vegas, Clark County, Nevada, more particularly described on Exhibit B, attached hereto and incorporated by this reference. In addition to the right of access, the easement granted herein authorizes the Grantee to close or open, lock or unlock, and/or otherwise operate the sewer valve, which controls the flow of sewer effluent from the Grantor to the Water Pollution and Control Facility owned and operated by the Grantee. The Grantee agrees to notify, and coordinate with, the Grantor prior to closing, opening or otherwise operating the sewer valve as permitted herein. Notwithstanding the easement granted herein to the Grantee, Grantor shall be responsible for the maintenance and repairs which are necessary to keep the control valve and manhole junction in good operating condition.

The Grantor reserves all rights not specifically granted to the Grantee herein, including, without limitation, the right to use the easement area for its own purposes, provided such purposes do not interfere with maintaining the valve in a lock position. Without waiving the limits of liability of governmental entities set forth in NRS Chapter 43, and subject to the limit contained therein, the Grantee shall defend, indemnify and hold harmless the Grantor, its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the Grantor suffers, or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Grantee, its

employees, contractors, subcontractors, agents, representatives and employees arising from or related to Grantee's exercise of the rights granted by this instrument.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal
this _____ day of _____, 20__.

GRANTOR:

MARYANN I. USTICK,
ACTING CITY MANAGER

ATTEST:

KAREN L. STORMS, CMC
CITY CLERK

STATE OF NEVADA)
) **ss.**
COUNTY OF CLARK)

This instrument was acknowledged before me on this _____ day of _____,
2011, by Maryann I. Ustick, the Acting City Manager of the City of North Las Vegas.

Notary Public in and for said County and State
My Commission Expires on _____

STATE OF NEVADA)
) **ss.**
COUNTY OF CLARK)

This instrument was acknowledged before me on this _____ day of _____,
2011, by Karen L. Storms, the City Clerk of the City of North Las Vegas.

Notary Public in and for said County and State
My Commission Expires on _____

Exhibit B
Legal Description

Mayor
Shari L. Buck

Council Members
William E. Robinson
Robert L. Ellison
Anita G. Wood
Richard J. Chercio



Acting City Manager
Maryann Ustick

Public Works Department • Dr. Qiong Liu, P.E., PTOE, Director
50 East Brooks Avenue • North Las Vegas, Nevada 89030
Telephone: (702) 633-1306 • Fax: (702) 633-1909 • TDD: (800) 326-6868
www.cityofnorthlasvegas.com

EXPLANATION: This description represents a portion of the "City of North Las Vegas Flood Channel" properties (A.P.N.'s 139-24-696-001 and 139-24-696-002), located within the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 24, Township 20 South, Range 61 East, and is intended to be used to identify a Permanent Easement to benefit the City of Las Vegas, Nevada for Access Purposes.

PROPERTY DESCRIPTION

A parcel of land being located within the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 24, Township 20 South, Range 61 East, M.D.M., City of North Las Vegas, Clark County, Nevada described as follows:

Commencing at the southeast corner of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of said Section 24; thence North 88°40'36" West along the south line of said Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4), a distance of 90.00 feet to a point on the westerly line of a 150.00 City of North Las Vegas Flood Channel; thence North 32°13'55" West, along said westerly line, 83.16 feet to the **POINT OF BEGINNING** at the point of intersection of a 150.00 foot City of North Las Vegas Flood Channel and the north Right-of-Way line of Lake Mead Boulevard per the Plat of East Vegas Tract recorded in Book 1 Page 106, Clark County, Nevada Records; thence continuing along said westerly line, North 32°13'55" West, 196.21 feet; thence departing said westerly line, South 88°40'36" East, 155.93 feet; thence South 01°19'24" West, 39.48 feet; thence North 88°40'36" West, 105.74 feet; thence South 32°13'55" East, 148.39 feet; thence North 89°33'45" West, 23.76 feet to the **POINT OF BEGINNING**.

Containing 8,611 square feet or 0.197 acres, more or less.

CEP 15 Jan 2011
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The Basis of Bearings for this description is North 88°40'36" West, being the south line of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 24, Township 20 South, Range 61 East, M.D.M., City of North Las Vegas, Clark County, Nevada and is based upon the Central Meridian of the City of North Las Vegas User Defined Transverse Mercator Projection; said Meridian being coincident with 115°05'53.00" West of the Greenwich Meridian. Orientation is defined by the High Accuracy Reference Network of Nevada, National Geodetic Survey. (Epoch 1999.37)

Prepared by:

Bartlett C Dalton, PLS, WRS, CFedS
City Surveyor
50 East Brooks Avenue
North Las Vegas, NV 89030



25 Apr 2016

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