

## **BOLSTERING MAIN LINE EXTENSION AGREEMENT**

### **DECATUR SERENE OFFSITE SEWER**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **CLARK COUNTY WATER RECLAMATION DISTRICT** (hereinafter referred to as the "District") and **D.R. HORTON** (hereinafter referred to as the "Developer") for the extension of a sewer main line in connection with **DECATUR SERENE OFFSITE SEWER, PIPES NUMBER 21.1024, DISTRICT BOLSTERING AGREEMENT NUMBER 22600** (hereinafter referred to as "Project").

#### **RECITALS**

WHEREAS, the Developer proposes to develop certain real property located generally at or near the intersection of DECATUR BOULEVARD and SERENE AVENUE (hereinafter referred to as "Property") and proposes to construct thereon a SINGLE FAMILY RESIDENTIAL DEVELOPMENT; and

WHEREAS, the Developer wishes to connect the Property to the District's existing sewer system in accordance with the District Service Rules; and

WHEREAS, the District Service Rules generally require, among other things, that Developer extend the appropriate District's sewer main line to reach the Property at Developer's expense; and

WHEREAS, as provided for in the Service Rules, the District has required that the Project include an extension ("Bolstering") of the sewer main line beyond that required to serve the Property, in order to provide for anticipated future growth within the area, general depictions of which is attached hereto as Exhibit A; and

WHEREAS, the District is willing to participate in the costs of the Project in accordance with Sections 1.6.2 and 1.6.3 of the Service Rules, conditioned on the Developer paying all of the design and construction costs of the Project as provided in NRS 338.0115(2); and

WHEREAS, the District and Developer have agreed that the District's current unit cost table would not be a reasonably accurate method for capturing the costs associated with the Bolstering and have instead agreed to calculate the costs using the lowest of a minimum of three (3) bids for the Bolstering; and

WHEREAS, the Developer is willing to construct the Project on the terms herein, including receipt of the District's required payment after the District has accepted the Project; and

WHEREAS, the Developer has provided the District with a set of plans for the Project ("Plans"), which the District will review for approval prior to the commencement of any work on the Project.

#### TERMS

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties agree as follows:

1. Incorporation of Recitals: The above-referenced recitals are hereby incorporated as terms herein.
2. Developer to Perform Work: The Developer shall cause to be performed all work necessary to design, construct, and provide easements for the Project in accordance with the approved Plans, the latest edition of the Design and Construction Standards for Wastewater Collection Systems, Southern Nevada, and the District Service Rules.
3. Project Costs: All costs to design, construct, provide easements, and otherwise complete the Project shall be the responsibility of the Developer, except that the District shall participate only in the cost of Bolstering in the total amount of \$ 1,783,173.03 (One Million, Seven Hundred Eighty-Three Thousand, One Hundred Seventy-Three Dollars And Three Cents) (hereinafter referred to as the "Bolstering Cost Participation"). The District shall pay the Bolstering Cost Participation to Developer in one lump sum payment after the District has accepted the Project as fully and properly completed, and District has received from Developer a Bill of Sale. The District will not participate in any additional cost incurred for the completion of the Project, including but not limited to, any change order due to unforeseen

conditions, utility conflicts, rock, caliche, hard materials, or ground water encountered during construction. All additional costs will be the Developer's responsibility.

4. Transfer of the Project to District: To initiate a "Transfer of Ownership" upon completion of the installation of the Project and acceptance by the District as fully and properly completed, the Developer shall convey by Bill of Sale to the District all rights, title, and interest in the Project and warrant it to be free of defects, liens, and other encumbrances.

5. Governance of Service Rules: The District Service Rules are hereby incorporated by this reference in their entirety. Should any term herein be inconsistent or in conflict with any provision within the District Service Rules, the provision within the Service Rules shall supersede the term hereof.

6. Lawful Conduct: The Developer is solely responsible for complying with all applicable federal, state or local laws or regulations, including but not limited to, the Endangered Species Act, and nothing herein shall be deemed to constitute approval by the District, either directly or indirectly, of any activity which results in violation of any such laws or regulations. The Developer shall indemnify and hold the District harmless for any and all liability arising from the Project for violations of federal, state or local laws or regulations, including but not limited to, the Endangered Species Act.

7. Commencement of Project: The Developer shall not commence with actual construction on the Project until this Agreement has been fully executed by the parties. The Developer shall be responsible for the selection of a competent, experienced, and properly licensed engineer (to prepare the designs for the work) and contractor (to perform the work). Upon final inspection, should the construction of the Project fail to comply with District criteria in any way, the District may, in its sole discretion, refuse to issue a certificate to the building official that all facilities necessary for the permitted use or occupancy of the Developer's building(s) or structure(s) have been accepted by the District.

8. No Third-Party Beneficiaries: This Agreement is intended only for the benefit of the District and Developer and not for the benefit of any third party. The parties do not intend to confer a benefit or right on any other person with whom the Developer may contract in connection with the design or

construction of the Project or upon any other person not named as a party to this Agreement. The parties expressly declare that they would not have executed the Agreement if it conferred a benefit upon any person not expressly named as a party to this Agreement.

9. No Joint Venture/Partnership: Nothing contained in this Agreement shall be construed to create or imply a joint venture, a partnership, or a principal and agent relationship between District and Developer and neither party shall have any right, power, or authority to create any obligation, expressed or implied, on behalf of the other.

10. Modifications: This Agreement may not be amended or modified by any expressed or implied statement or any action or inaction of any officer or employee of the District, but may only be amended by an addendum executed by the Developer and the District.

11. Notices: Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal services, hand delivery, or U.S. Mail at the following addresses:

To District: Clark County Water Reclamation District  
Attn: Shawn P. Mollus, P.E.  
Deputy General Manager  
5857 E. Flamingo Road  
Las Vegas, NV 89122  
(702) 668-8157

To Developer: D.R. Horton  
Attn: Tim Colbert  
Authorized Agent  
1081 Whitney Ranch Drive, Suite 141  
Henderson, NV 89014  
(702) 635-3600

12. Headings: The section headings herein are inserted only for convenience and reference and shall in no way define, limit, or prescribe the scope or intent of any provision of this Agreement.

13. Severability: If any term, provision, covenant, or condition of this Agreement, or any application thereof, should be held by an arbitrator or a court of competent jurisdiction to be invalid, void, or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of

this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

14. Choice of Law: The laws of the State of Nevada applicable to contracts made in that State, without giving effect to its conflict of law rules, shall govern the validity, construction, performance, and effect of this Agreement. Venue in any action to enforce this Agreement shall lie in a state or federal court of competent jurisdiction in Clark County, Nevada. Each party consents to the jurisdiction of such court.

15. Waiver: No term or condition of this Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

16. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns; provided, however, that the Developer shall not assign any of its rights, interests, liabilities or obligations under this Agreement without the prior written approval of District, with such approval to be granted, conditioned, or withheld in District's reasonable discretion.

17. Entire Agreement: This Agreement (and Exhibits, if any) contains the entire agreement of the parties hereto with respect to the subject matter hereof and no prior written or oral agreement shall have any force or effect or be binding upon the parties hereto.

18. Authority to Execute: Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.


19. Survival: All terms, covenants, releases and indemnities which are intended to survive any termination or expiration of this Agreement shall survive such termination or expiration.

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

CLARK COUNTY WATER  
RECLAMATION DISTRICT

D.R. HORTON, LLC

By: \_\_\_\_\_  
THOMAS A. MINWEGEN                      Date  
General Manager

By:  9.27.22  
Tim Colbert                                      Date  
Authorized Agent

APPROVED AS TO AVAILABLE FUNDING:

By:  9/27/22  
CHARLES OCANSEY                      Date  
Deputy General Manager, Finance

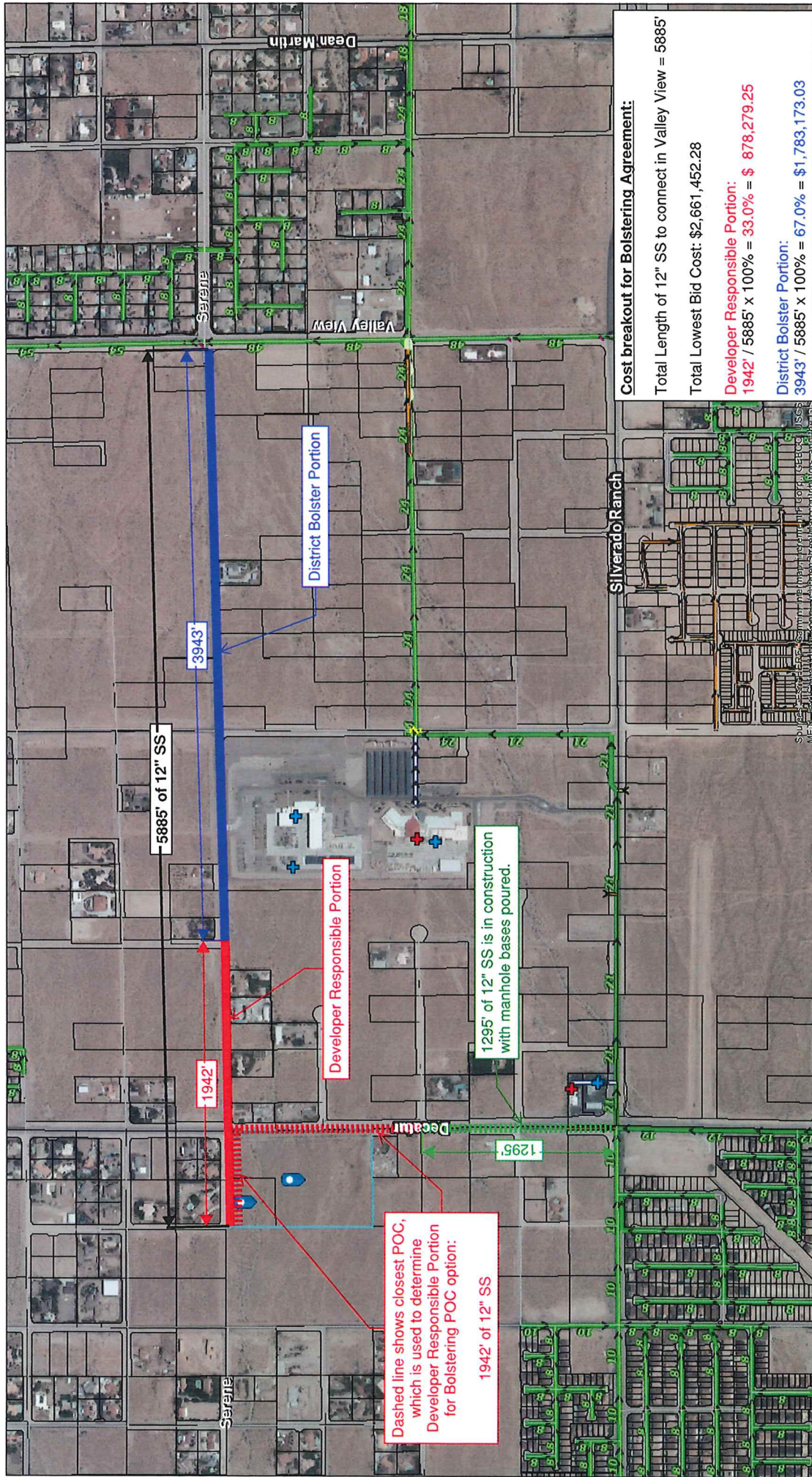
APPROVED AS TO FORM:

By:  \_\_\_\_\_  
DAVID STOFT                                      Date  
General Counsel





## Decatur & Serene Bolstering Exhibit



Disclosure: This is for illustrative purposes and is intended for general use only. All information and data on this map is subject to change without notice. No liability is assumed for the accuracy of the data delineated on the map, either expressed or implied.

Date: 8/22/2022

## Exhibit A PIPES # 21.1024 - Bolstering Agreement # 22600

All Developer Responsible portions are eligible for Main Line Extension Refunding.  
Any District Bolstered portions are not eligible.

