

**OFFICIAL RECORD**

Requested By:  
D C/COMMUNITY DEVELOPMENT

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 11 Fee: 0.00  
BK-1205 PG- 8816 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: DECEMBER 19, 2005

Recording Requested By:

Name: LYNDA TEGLIA/COMMUNITY DEVELOPMENT

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

AGREEMENT #2005.248

(Title of Document)

FILED

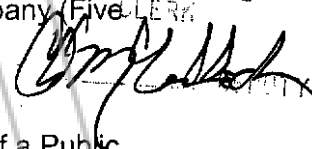
2005.248

AGREEMENT FOR WATER SYSTEM DEDICATION

2005 DEC 19 PM 4:17

THIS AGREEMENT is entered between Douglas County, Nevada, a political subdivision of the State of Nevada (County) and Five Creek Limited Liability Company (Five Creek) regarding the water system for Job's Peak Ranch.

CLARENCE REED  
CLERK



Job's Peak Ranch is a planned development which is the subject of a Public Facilities and Subdivision Improvement Agreement and Development Agreement ("Development Agreement"), adopted by Ordinance No. 96-754, and recorded in the official records of Douglas County, Nevada, File No. 0420928, Book 0997, Pages 0671-0713.

The Development Agreement has been amended by the First Amended Development Agreement for Job's Peak Ranch, adopted by Ordinance No. 97-780, recorded in the official records of Douglas County, Nevada, on 27 May 1997, File No. 0413380, Book 0597, Pages 4396-4400; the Second Amendment to the Development Agreement for Job's Peak Ranch, adopted by Ordinance No. 99-889, recorded in the official records of Douglas County, Nevada, on 17 September 1999, File No. 047851, Book 0999, Pages 3502-3504; and, the Third Amended Development Agreement for Job's Peak Ranch, adopted by Ordinance No. 2004-1068, recorded in the official records of Douglas County, Nevada, on 5 May 2004, File No. 0612273, Book 0504, Pages 01291-01301.

Five Creek is the owner of all property within the planned development, except for those parcels established by the recording of the first, second, third, and fourth phase final maps which have been transferred to individual owners. The fifth and sixth phases have yet to be recorded.

In connection with the planned development approval and the development thereof by Five Creek, it has caused a community water system to be constructed. The purpose of this agreement is to accomplish the required dedication of the community water system to the County, subject to the terms hereof.

For and in consideration of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

1. Five Creek agrees to dedicate the Job's Peak Ranch water system to Douglas County on or before December 30, 2005, by easement deed and bill of sale, and the County agrees to accept the water system as of the date of such dedication. Except as otherwise set forth herein, the dedication and acceptance of the water system will be governed by the Public Facilities and Subdivision Improvement Agreement and Development Agreement, as amended, and will include rights appurtenant and adequate to serve existing recorded phases of the Job's Peak Ranch, as well as any additional connections or parcels which have a right to be served off site. If any existing lines or other works are not within existing easements or rights of way, Five Creek agrees to use its best efforts to secure good and sufficient easements or rights of way for the same and convey them to Douglas County within 180 days of the date hereof, or within 180 days after written request by the County. Five Creek will also deliver records of any and all water testing conducted on the system, and copies of correspondence and other records between Five Creek and any and all State agencies which have or may have jurisdiction of the system.

2. The County has had a chance to inspect, test and evaluate the system over the past 24 months, and except as otherwise provided herein, will accept the system as-is, in its existing condition. The exceptions are as follows:

A. Five Creek agrees to pay for any delinquent water testing required by the Bureau of Health Protection Services, including late penalties and fees.

B. Five Creek agrees to pay any outstanding debts and payables of the water system, including utility, maintenance, repair or other charges.

C. Each party will have responsibility for the water system during the period of its operation and control thereof. Five Creek bears responsibility for its control and operation of the water system and for compliance with all required standards of any regulatory

agency having jurisdiction up to the date of dedication and acceptance by the County. The County will take responsibility for its control and operation of the water system and for compliance with all required standards of any regulatory agency having jurisdiction following the date of dedication and acceptance.

3. Five Creek agrees to dedicate a tank site easement for the regional water system, as described in Exhibit A, attached and incorporated by reference. The tank site easement is to allow construction of a water tank by the County. The water tank will have a capacity of approximately 275,000 gallons, and be constructed with a base elevation of approximately 4,960 feet to provide adequate water system pressure and comply with NAC 445A. The water tank is expected to have a diameter in the range of 50 to 60 feet and a height of 16 to 22 feet. Tank site improvements will comply with County Code and include a paved access road, a gravel road circling the tank with a minimum width of 15 feet, fencing to provide security, water lines to connect to the existing water system, and landscaping with automatic irrigation. Site design is required to incorporate retaining walls and landscaped earthen berms to partially screen the tank from view. County agrees to consult with both Five Creek and the Five Creek Property Owners Association regarding design of the tank, berm, and landscape features prior to construction.

4. The parties will submit a fourth amendment to the Development Agreement which will change paragraph 8.1 on page 19 to provide for prospective collection of connection fees within Job's Peak Ranch, to be set by the Board of Commissioners at a public rate hearing, in the manner provided by law. Existing water service connections within Job's Peak Ranch will not be required to pay connection fees. Lot owners within the recorded phases who have paid connection fees to Five Creek or who otherwise have a vested right to connect without payment will not be required to pay connection fees. Five Creek will provide an accounting, which will include the names, addresses, APN's and other identifying information for existing users, those

whose rights are "vested" and those who have paid connection fees. The accounting will provide evidence of such payment, at the request of the County. The owners of lots created by the recording of final maps for phases V and VI will be required to connect with the public water system and pay all connection fees associated with such connection. The accounting will also address all off site water users, and their accounts will be transferred to the County for monthly water service at the time of dedication. County agrees to provide water service to all such off-site water users.

5. The County will arrange for accounts for utilities required to operate the system at the time of dedication.

6. This agreement will be binding on, and inure to the benefit of, the parties, their heirs, successors and assigns.

7. This agreement will be governed by the laws of the State of Nevada.

8. All notices or other documents under this Agreement shall be in writing and delivered personally or mailed by registered or certified mail, return receipt requested, addressed to:

County:

Douglas County Manager  
Post Office Box 218  
Minden, NV 89423

With a copy to:

Douglas County District Attorney  
Post Office Box 218  
Minden, NV 89423

Five Creek:

Five Creek Limited Liability Company  
c/o Cole Smith  
Post Office Box 2410  
Minden, NV 89423



With a copy to:

T. Scott Brooke  
Brooke Shaw Zumpft  
1590 Fourth Street, Suite 100  
Minden, NV 89423

9. If any legal action is taken to enforce this agreement, or any part thereof, then the prevailing party will be entitled to an award of costs and reasonable attorney's fees.

Date:

DOUGLAS COUNTY, NEVADA

By: *[Signature]*

Date:

*15 December 2005*

FIVE CREEK LIMITED LIABILITY  
COMPANY

By: *[Signature]*

SMITH AND SMITH, L.L.C., Manager

By: COLE S. SMITH, Manager

ATTEST:

BARBARA REED, Douglas County Clerk

*Barbara J. Reed, Clerk Treasurer*  
By: *L. Lynch, Clerk to Board*

Approved for form:

SCOTT DOYLE, District Attorney

By: *[Signature]*



EXHIBIT A

LEGAL DESCRIPTION

Douglas County

Water Tank Easement

All that certain real property for use as a water tank easement site, situate within a portion of Section 15, T12N, R19E, MDM, County of Douglas, State of Nevada, more particularly described as follows:

**BEGINNING** at the southwest corner of Parcel "B" as shown on that certain Official Plat of Job's Peak Ranch, Unit 1, recorded on June 13, 1997, as Document No. 415114, Official Records of Douglas County, Nevada, said point being also on the easterly right-of-way of Five Creek Road;

Thence along said easterly right-of-way, N 33°28'31" E, 202.65 feet;

Thence along the arc of a curve to the left, having a radius of 425.00 feet, through a central angle of 06°47'30" and an arc length of 50.38 feet;

Thence N 26°41'01" E, 227.02 feet;

Thence departing said easterly right-of-way, S 63°18'59" E, 143.10 feet;

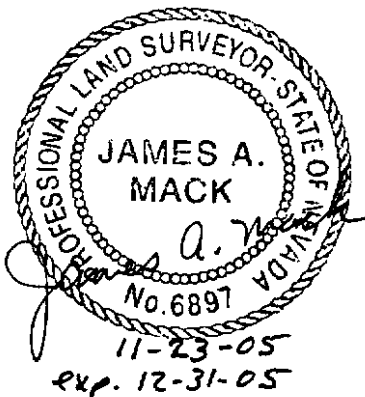
Thence S 00°01'46" E, 351.00 feet to the southerly line of said Parcel "B";

Thence along said southerly line, S 89°58'14" W, 367.00 feet to the Point of Beginning.

Containing an area of 2.19 acres of land, more or less.

**BASIS OF BEARINGS:** Official Plat of Job's Peak Ranch, Unit 1, recorded on June 13, 1997, as Document No. 415114, Official Records of Douglas County, Nevada.

Written by:  
James A. Mack, PLS 6897  
130 Vine St.  
Reno, NV 89503



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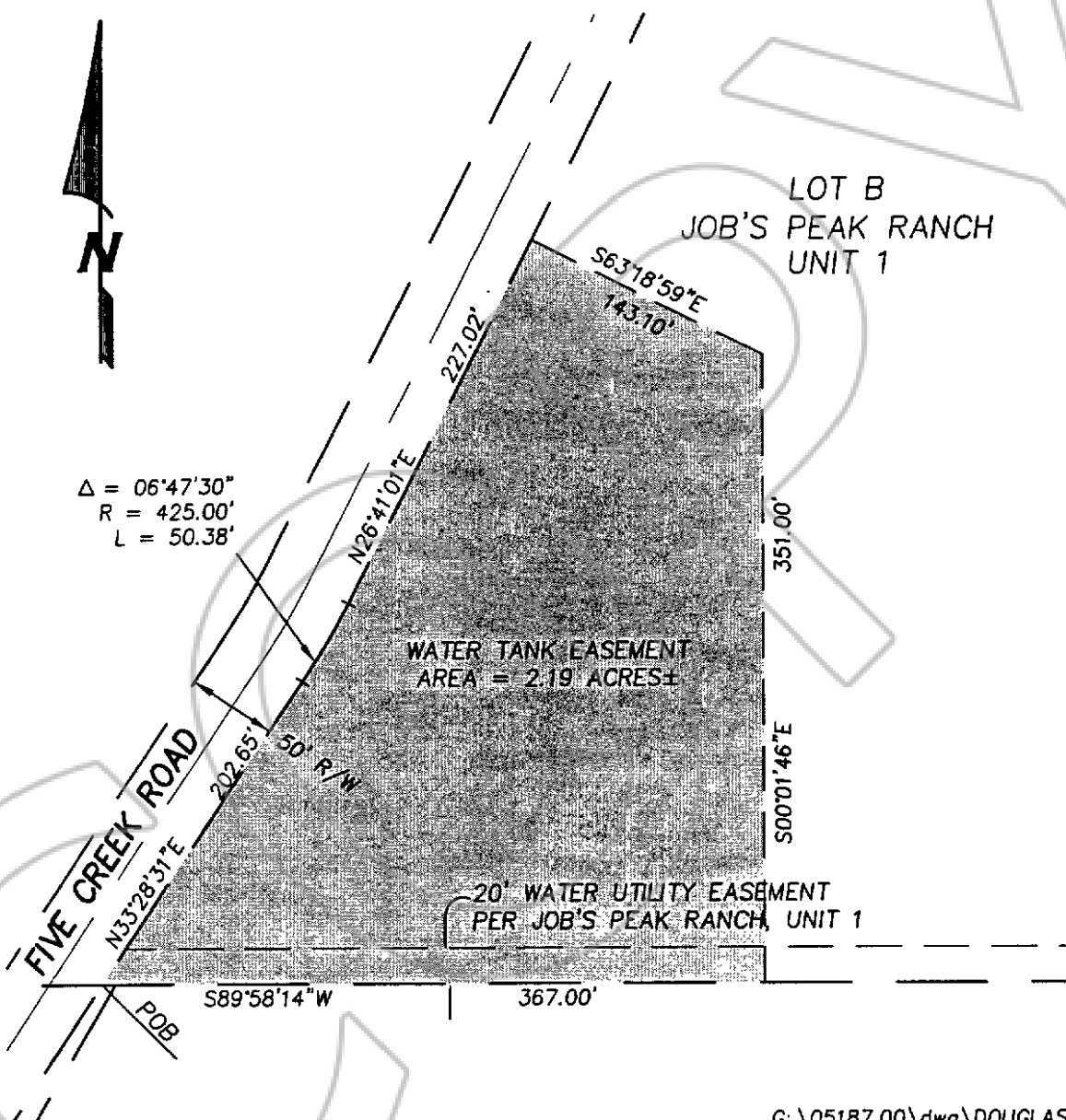


# BASIS OF BEARINGS

OFFICIAL PLAT OF JOB'S PEAK RANCH, UNIT 1, RECORDED ON  
 JUNE 13, 1997, AS DOCUMENT No. 415114, OFFICIAL RECORDS  
 OF DOUGLAS COUNTY, NEVADA



$\Delta = 06^{\circ}47'30''$   
 $R = 425.00'$   
 $L = 50.38'$



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MAP TO SUPPORT LEGAL DESCRIPTION FOR <b>DOUGLAS COUNTY</b> POR. SEC. 15, T12N, R19E, MDM	SCALE: 1" = 100'	 <b>Gray &amp; Associates Inc.</b> CIVIL ENGINEERS • PLANNERS • SURVEYORS 130 Vine Street Reno, Nevada 89503 (775) 329-2911 • 329-6469 Fax www.grayassociates.net
	DRAWN BY: JAM	
	DATE: 11-23-05	
	JOB NO.: 05187.00	



EXHIBIT B

LEGAL DESCRIPTION

**Douglas County**

**Temporary Construction Easement**

The following describes a temporary construction easement, fifty (50) feet in width, situate within a portion of Section 15, T12N, R19E, MDM, County of Douglas, State of Nevada, lying fifty (50) feet northerly of the following described line:

Commencing at the southeast corner of Parcel "B" as shown on that certain Official Plat of Job's Peak Ranch, Unit 1, recorded on June 13, 1997, as Document No. 415114, Official Records of Douglas County, Nevada;

Thence along the easterly line of said Parcel "B", N 00°05'41" W, 20.00 feet to the **POINT OF BEGINNING**;

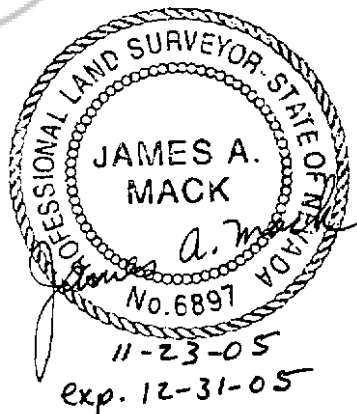
Thence departing said easterly line, along the northerly line of a twenty-foot wide water utility easement, S 89°58'14" W, 555.00 feet to the easterly line of a proposed water tank site and the Point of Terminus for this description.

The sidelines of the above-described easement shall be lengthened or shortened so as to terminate upon the endlines.

Containing an area of 27,748 square feet of land, more or less.

**BASIS OF BEARINGS:** Official Plat of Job's Peak Ranch, Unit 1, recorded on June 13, 1997, as Document No. 415114, Official Records of Douglas County, Nevada.

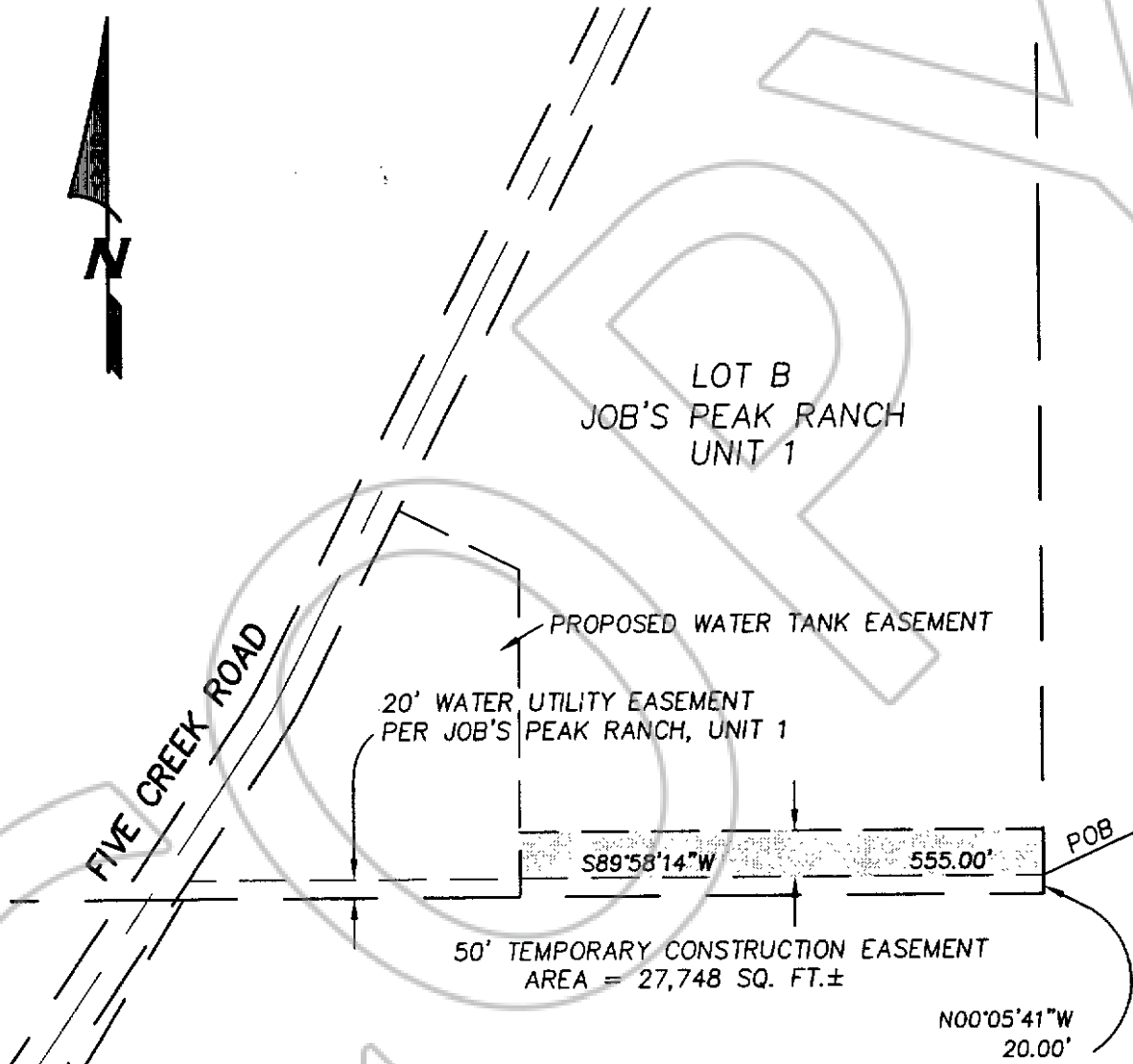
Written by:  
James A. Mack, PLS 6897  
130 Vine St.  
Reno, NV 89503



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# BASIS OF BEARINGS

OFFICIAL PLAT OF JOB'S PEAK RANCH, UNIT 1, RECORDED ON  
 JUNE 13, 1997, AS DOCUMENT No. 415114, OFFICIAL RECORDS  
 OF DOUGLAS COUNTY, NEVADA



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MAP TO SUPPORT LEGAL DESCRIPTION  
 FOR  
**DOUGLAS COUNTY**  
 POR. SEC. 15, T12N, R19E, MDM

SCALE: 1" = 200'

DRAWN BY: JAM

DATE: 11-23-05

JOB NO.: 05187.00



**Gray & Associates** INC

CIVIL ENGINEERS • PLANNERS • SURVEYORS  
 130 Vine Street Reno, Nevada 89503  
 (775) 329-2911 • 329-6469 Fax  
 www.grayassociates.net



COPY

SEAL

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: December 19 2005

B. Rapp Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Carol M. Plutlock Deputy



BK- 1205  
PG- 8826