

Assessor's Parcel Number: N/A

Date: DECEMBER 21, 2015

Recording Requested By:

Name: BOBBI THOMPSON, MINDEN-TAHOE AIRPORT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

AGREEMENT #2015.255
(Title of Document)

FILED

NOV 2015. 0255

AGREEMENT TO OPERATE WATER SYSTEM

2015 DEC 21 PM 3:13

A CONTRACT BETWEEN

DOUGLAS COUNTY

DOUGLAS COUNTY
CLERK
BY [Signature] DEPUTY

AND

FIVE CREEK LIMITED LIABILITY COMPANY

AND

JOB'S PEAK RANCH COMMUNITY ASSOCIATION, INC.

This Agreement to Operate Water System (the "Agreement") is entered into by and among Douglas County, a political subdivision of the State of Nevada (the "County"); Five Creek Limited Liability Company, a Nevada limited liability company ("Five Creek"); and Job's Peak Ranch Community Association, Inc. (the "HOA").

WHEREAS, the County and Five Creek entered a Public Facilities and Subdivision Improvement Agreement and Development Agreement for the Job's Peak Ranch Planned Development (the "Development Agreement");

WHEREAS, the Development Agreement required Five Creek to, among other things, construct a community water system to serve the Job's Peak Ranch Planned Development and to offer to dedicate it to the County to be operated as a public water system;

WHEREAS, the County and Five Creek entered an Agreement for Water System Dedication on December 15, 2005 ("Dedication Agreement") with the intent to transfer the Job's Peak Ranch community water system to the County (the "JPWS");

WHEREAS, after the Dedication Agreement was executed, the County operated the JPWS and collected fees from the JPWS' customers based upon the water rates, fees, and charges established from time to time by the Douglas County Board of Commissioners;

WHEREAS, the current water rates, fees, and charges for the Carson Valley Water Utility, including the water customers in the JPWS, was established by the Douglas County Board of Commissioners on September 4, 2014, through Resolution 2014R-029;

WHEREAS, the HOA sought to set aside the Dedication Agreement and a related Fourth Amendment to the Development Agreement in Case No. 09-CV-0341 (the "Action");

WHEREAS, on August 25, 2015, the Nevada Supreme Court found that homeowners who purchased property from Five Creek within the Job's Peak Ranch Planned Development are successors in interest to Five Creek and, therefore, the Dedication Agreement and Fourth

Amendment to the Development Agreement are invalid as to those individuals who had purchased property and had not consented to those two agreements, and the Action has now been remanded to the District Court;

WHEREAS, on November 10, 2015, the Nevada Division of Environmental Protection (“NDEP”) notified representatives for Five Creek and the HOA that the JPWS must remain in compliance with all applicable laws and regulations and that they must, among other things, designate a certified operator to operate the JPWS and submit a Total Coliform Rule Sampling Plan for NDEP’s review and approval;

WHEREAS, the County remains willing to consider an offer of dedication of the JPWS to the County as required by the Development Agreement;

WHEREAS, Five Creek and the HOA desire to continue to have the County operate the JPWS, and allow the current JPWS customers to continue to pay the same water fees and charges that are currently be charged pursuant to Resolution 2014R-029, and desire to otherwise maintain the status quo while the parties resolve the matters in controversy between and among them;

WHEREAS, the County believes it is desirable to continue to operate the JPWS to ensure a reliable and safe supply of water to the residents of the Job’s Peak Ranch Planned Development and the other water customers within the Carson Valley Water Utility.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County, Five Creek, and the HOA mutually agree as follows:

1. THE COUNTY AGREES TO CONTINUE TO OPERATE THE JPWS. Until the claims asserted in Case No. 09-CV-0341 are resolved, the County agrees to continue to operate the JPWS and will provide a certified operator as required by NDEP, perform all required water quality testing, and otherwise comply with all federal and state rules and regulations related to the operation of the JPWS.

2. THE COUNTY MAY CONTINUE TO RECEIVE ALL APPLICABLE CHARGES AND FEES AS AUTHORIZED BY RESOLUTION 2014R-029. Five Creek and the HOA, and each of them, agree that the County should receive adequate compensation for the services to be provided under the terms of this Agreement. Five Creek and the HOA do not contest the current rates as structured under Resolution 2014R-029 and the County may continue to collect, as its compensation for operating the JPWS, all of the water rates, charges, and fees as authorized by Resolution 2014R-029, attached hereto as Exhibit “1.”

3. FIVE CREEK AND THE HOA ARE NOT RESPONSIBLE FOR THE WATER CHARGES DUE TO THE COUNTY. As consideration of Five Creek and the HOA’s agreeing that the water rates, fees, and charges imposed by the County related to the operation of the JPWS may continue to be imposed, the County agrees that it will not seek any additional compensation directly from either Five Creek or the HOA for water services provided to the residents of the Job’s Peak Ranch Planned Development. The County’s sole recourse for any compensation for the services it will provide under the terms of this Agreement are the water rates, charges, and fees charged to

each individual water user. Five Creek and the HOA, and each of them, hereby waive any claim for any monies collected by the County related to the water rates, charges, and fees imposed by the County or to otherwise challenge the validity of the water rates, fees, and charges established by the Douglas County Board of Commissioners from the effective date of this Agreement until terminated. Notwithstanding the foregoing, both Five Creek and the HOA reserve the right to challenge any future action taken by the Douglas County Board of Commissioners to modify, alter, or change the water rates, fees, or charges imposed upon the JPWS' water customers, including any change to the current water rates, fees, and charges established by Resolution 2014R-029, as allowed under Nevada law.

4. APPROVAL OF COURT TO TERMINATE THE AGREEMENT. This Agreement will become effective upon the execution hereof by all of the parties. Should any party desire to terminate or change the terms of this Agreement, such party shall apply to the Court for the termination or modification of this Agreement by motion.

5. CONSTRUCTION OF CONTRACT. This Agreement will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Agreement. In the event a dispute arises between the parties, the parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the matter shall be included in the pending Action.

6. COMPLIANCE WITH APPLICABLE LAWS. The County promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out its obligations under the terms of the Agreement. Any alleged violation of a law, regulation, or other legal requirement by the County will be defended solely by the County and the County's sole liability will be its responsibility for paying any administrative penalties or fines that may be assessed. The County will not waive and intends to assert all available NRS chapter 41 liability limitations.

7. PUBLIC RECORDS LAW. The parties expressly understand and agree that all documents submitted, filed, or deposited with the County, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity.

8. COUNTERPARTS/MODIFICATION OF THE AGREEMENT. The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. The Agreement constitute the entire agreement and understanding among the parties and may only be modified by a written amendment signed by all of the parties.

9. AUTHORITY. The parties represent and warrant that they have the authority to enter into this Agreement on behalf of all interested parties who may have an interest in the contents thereof.

10. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against the County, Five Creek, or the HOA.

11. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is a delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To Douglas County Douglas V. Ritchie, Esq.
Douglas County District Attorney's Office
Post Office Box 218
Minden, Nevada 89423

To Five Creek Severin A. Carlson, Esq.
Kaempfer Crowell
50 West Liberty Street, Suite 700
Reno, Nevada 89501

**To Job's Peak Ranch
Community Association** Kelly R. Chase, Esq.
Post Office Box 2800
Minden, Nevada 89423

IN WITNESS WHEREOF, the parties hereto have mutually caused this Agreement to Operate Water System to be signed and intend to be legally bound thereby.

Five Creek Limited Liability Company

By: _____
Smith and Smith, L.L.C., Manager (Date)
By: Cole S. Smith, Manager

Job's Peak Ranch Community Association, Inc.

By:  _____ 12-9-15
John Robertson (Date)

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Five Creek Limited Liability Company

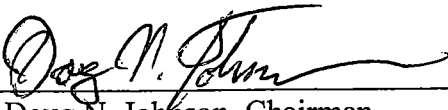
By:  12/8/15
Smith and Smith, L.L.C., Manager (Date)
By: Cole S. Smith, Manager

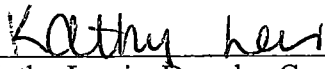
Job's Peak Ranch Community Association, Inc.

By: _____
John Robertson (Date)

AGREEMENT TO OPERATE WATER SYSTEM

Douglas County

By: 
Doug N. Johnson, Chairman (Date)
Douglas County Board of Commissioners

Attest: 
Kathy Lewis, Douglas County Clerk

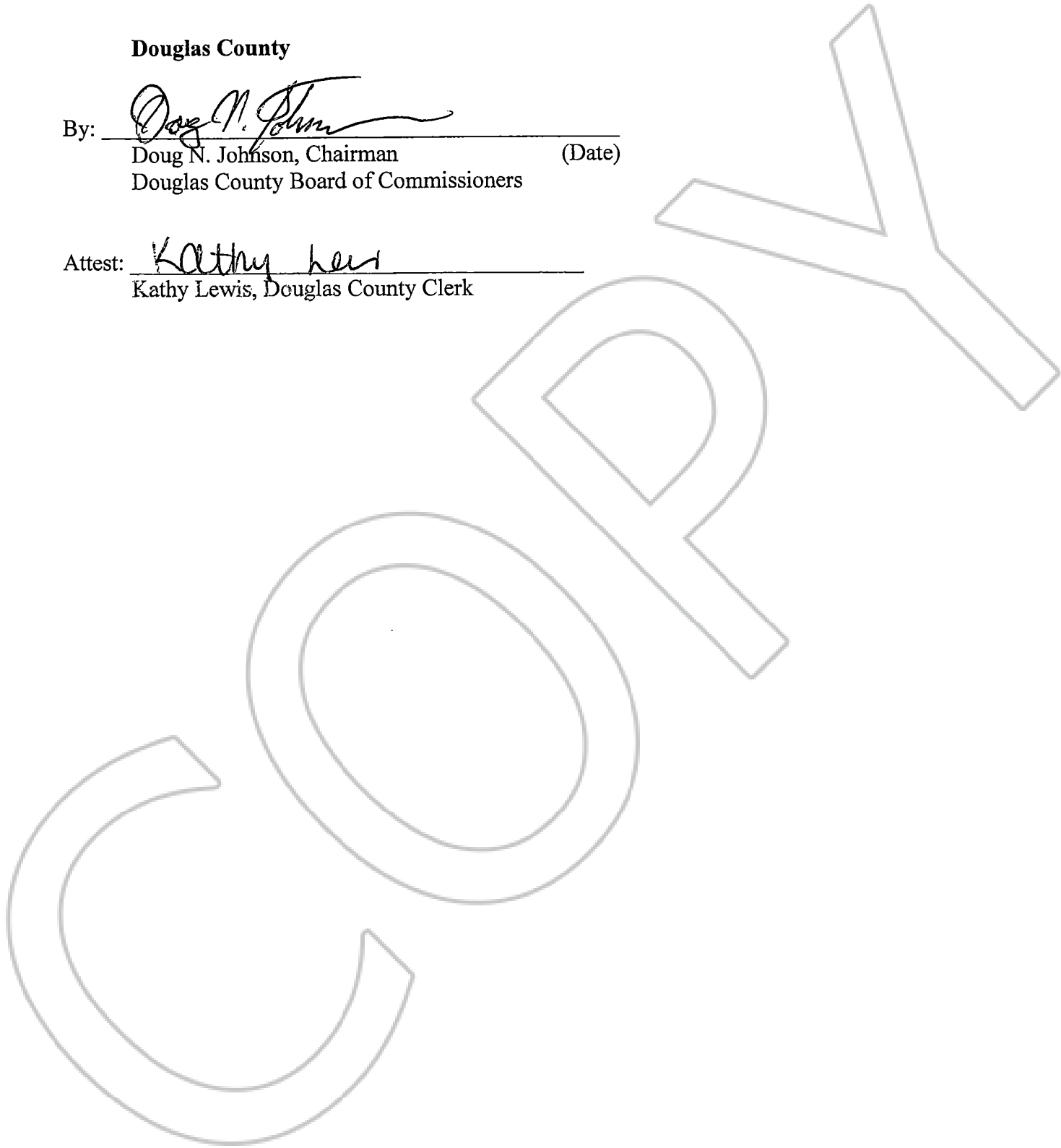


EXHIBIT "1"

COPY

RESOLUTION NO. 2014R-029

**A RESOLUTION ESTABLISHING
CERTAIN RATES, FEES AND CHARGES FOR THE
DOUGLAS COUNTY CARSON VALLEY WATER UTILITY AND OTHER
PROPERLY RELATED MATTERS**

WHEREAS, Douglas County has the authority to own, operate, and maintain water system improvements pursuant to Nevada Revised Statutes 244.157 and 318.144; and

WHEREAS, the Board of County Commissioners has directed that all Douglas County owned utilities be operated as independent enterprise funds in accordance with NRS 354.517; and

WHEREAS, the Board of County Commissioners has been determined that it would be beneficial to modify the monthly water rates and private fire service charges pursuant to the powers granted under NRS 318.199; and

WHEREAS, it would be beneficial to deviate from Douglas County's Administrative Policies and Procedures Number 300.08 regarding system reinvestment during the water rate setting process: and

WHEREAS, the Board of County Commissioners have caused the customers of the Carson Valley Utility to receive notice of the proposed change in water rates, charges and fees pursuant to the requirements of NRS 318.199 and all other applicable laws.

NOW, THEREFORE, BE IT RESOLVED by the Board of Douglas County Commissioners as follows:

SECTION 1. Resolution 2012R-029 is repealed in its entirety.

SECTION 2. Monthly residential, commercial and irrigation water rates are hereby established as set forth in Exhibit "A"

SECTION 3. Monthly private fire service charges are hereby established as set forth in Exhibit "B."

SECTION 4. Connection charges are hereby established as set forth in Exhibit "C."

SECTION 5. In addition to the duly approved and adopted connection charge, all service connections within the Eagle Ridge Subdivision (PD 05-001) will be charged a

Water Supply Development Fee of Four Hundred Fifty Dollars (\$450) for each connection.

SECTION 6. In addition to the duly approved and adopted connection charge, all service connections within the Clear Creek Development (PD 03-004) will be charged a Water Supply Development Fee of Two Thousand Five Hundred Dollars (\$2,500) for each connection.

SECTION 7. The requirements imposed by Douglas County's Administrative Policies and Procedures Number 300.08 are hereby waived for the purposes of setting the water rates, charges and fees regarding the five (5) year phase-in of system reinvestment for the existing infrastructure.

SECTION 8. This resolution shall be in force and effect from and after the 1st day of October, 2014.

Adopted this 4th day of September 2014, by the following vote:

Ayes: Commissioners:

BARRY PENZEL

DOUG N. JOHNSON

LEE BONNER

GREG LYNN

NANCY MCDERMID

Nays: Commissioners:

NONE

Absent: Commissioners:

NONE

Doug N. Johnson

Doug N. Johnson, Chairman
Board of County Commissioners

ATTEST:

[Signature]

for
Douglas County Clerk

EX- CARSON VALLEY WATER UTILITY
 Monthly water rates for Fiscal Years 2015 through 2019

Adjustment 2.60%

FY 13-14 Current Rate Schedule

Class	Service Size	Monthly Fixed Charge Base	Volume Charge (per kgal)		
			Block 1 (0-8)	Block 2 (9-24)	Block 3 (Over 24)
Residential	5/8"	\$ 22.53	\$ 2.27	\$ 2.82	\$ 4.07
	3/4"	\$ 22.53	\$ 2.27	\$ 2.82	\$ 4.07
	1"	\$ 46.58	\$ 2.27	\$ 2.82	\$ 4.07
	1-1/2"	\$ 86.08	\$ 2.27	\$ 2.82	\$ 4.07
	2"	\$ 134.83	\$ 2.27	\$ 2.82	\$ 4.07
	2"	\$ 134.83	\$ 2.27	\$ 2.82	\$ 4.07
Commercial	5/8"	\$ 26.37	\$ 2.81	\$ 2.81	\$ 2.81
	3/4"	\$ 26.37	\$ 2.81	\$ 2.81	\$ 2.81
	1"	\$ 56.17	\$ 2.81	\$ 2.81	\$ 2.81
	1 1/2"	\$ 105.27	\$ 2.81	\$ 2.81	\$ 2.81
	2"	\$ 165.52	\$ 2.81	\$ 2.81	\$ 2.81
	3"	\$ 337.40	\$ 2.81	\$ 2.81	\$ 2.81
	4"	\$ 517.52	\$ 2.81	\$ 2.81	\$ 2.81
	6"	\$ 1,014.95	\$ 2.81	\$ 2.81	\$ 2.81
Irrigation	5/8"	\$ 14.11	\$ 3.02	\$ 3.02	\$ 3.02
	3/4"	\$ 14.11	\$ 3.02	\$ 3.02	\$ 3.02
	1"	\$ 26.52	\$ 3.02	\$ 3.02	\$ 3.02
	1 1/2"	\$ 43.96	\$ 3.02	\$ 3.02	\$ 3.02
	2"	\$ 67.42	\$ 3.02	\$ 3.02	\$ 3.02
	3"	\$ 141.20	\$ 3.02	\$ 3.02	\$ 3.02
	4"	\$ 210.95	\$ 3.02	\$ 3.02	\$ 3.02
	4"	\$ 210.95	\$ 3.02	\$ 3.02	\$ 3.02

FY 14-15 Effective October 1, 2014

Class	Service Size	Monthly Fixed Charge Base	Volume Charge (per kgal)		
			Block 1 (0-8)	Block 2 (9-24)	Block 3 (Over 24)
Residential	5/8"	\$ 23.12	\$ 2.33	\$ 2.89	\$ 4.18
	3/4"	\$ 23.12	\$ 2.33	\$ 2.89	\$ 4.18
	1"	\$ 47.79	\$ 2.33	\$ 2.89	\$ 4.18
	1-1/2"	\$ 88.32	\$ 2.33	\$ 2.89	\$ 4.18
	2"	\$ 138.34	\$ 2.33	\$ 2.89	\$ 4.18
	2"	\$ 138.34	\$ 2.33	\$ 2.89	\$ 4.18
Commercial	5/8"	\$ 27.06	\$ 2.88	\$ 2.88	\$ 2.88
	3/4"	\$ 27.06	\$ 2.88	\$ 2.88	\$ 2.88
	1"	\$ 57.63	\$ 2.88	\$ 2.88	\$ 2.88
	1 1/2"	\$ 108.01	\$ 2.88	\$ 2.88	\$ 2.88
	2"	\$ 163.02	\$ 2.88	\$ 2.88	\$ 2.88
	3"	\$ 345.17	\$ 2.88	\$ 2.88	\$ 2.88
	4"	\$ 530.98	\$ 2.88	\$ 2.88	\$ 2.88
	6"	\$ 1,041.34	\$ 2.88	\$ 2.88	\$ 2.88
Irrigation	5/8"	\$ 14.48	\$ 3.10	\$ 3.10	\$ 3.10
	3/4"	\$ 14.48	\$ 3.10	\$ 3.10	\$ 3.10
	1"	\$ 26.86	\$ 3.10	\$ 3.10	\$ 3.10
	1 1/2"	\$ 45.10	\$ 3.10	\$ 3.10	\$ 3.10
	2"	\$ 69.17	\$ 3.10	\$ 3.10	\$ 3.10
	3"	\$ 144.87	\$ 3.10	\$ 3.10	\$ 3.10
	4"	\$ 216.44	\$ 3.10	\$ 3.10	\$ 3.10
	4"	\$ 216.44	\$ 3.10	\$ 3.10	\$ 3.10

FY 15-16 Effective July 1, 2015

Class	Service Size	Monthly Fixed Charge Base	Volume Charge (per kgal)		
			Block 1 (0-8)	Block 2 (9-24)	Block 3 (Over 24)
Residential	5/8"	\$ 23.72	\$ 2.39	\$ 2.97	\$ 4.28
	3/4"	\$ 23.72	\$ 2.39	\$ 2.97	\$ 4.28
	1"	\$ 48.03	\$ 2.39	\$ 2.97	\$ 4.28
	1-1/2"	\$ 90.61	\$ 2.39	\$ 2.97	\$ 4.28
	2"	\$ 141.93	\$ 2.39	\$ 2.97	\$ 4.28
	2"	\$ 141.93	\$ 2.39	\$ 2.97	\$ 4.28
Commercial	5/8"	\$ 27.76	\$ 2.96	\$ 2.96	\$ 2.96
	3/4"	\$ 27.76	\$ 2.96	\$ 2.96	\$ 2.96
	1"	\$ 59.13	\$ 2.96	\$ 2.96	\$ 2.96
	1 1/2"	\$ 110.82	\$ 2.96	\$ 2.96	\$ 2.96
	2"	\$ 174.24	\$ 2.96	\$ 2.96	\$ 2.96
	3"	\$ 355.17	\$ 2.96	\$ 2.96	\$ 2.96
	4"	\$ 544.76	\$ 2.96	\$ 2.96	\$ 2.96
	6"	\$ 1,089.41	\$ 2.96	\$ 2.96	\$ 2.96
Irrigation	5/8"	\$ 14.85	\$ 3.18	\$ 3.18	\$ 3.18
	3/4"	\$ 14.85	\$ 3.18	\$ 3.18	\$ 3.18
	1"	\$ 28.86	\$ 3.18	\$ 3.18	\$ 3.18
	1 1/2"	\$ 48.28	\$ 3.18	\$ 3.18	\$ 3.18
	2"	\$ 70.97	\$ 3.18	\$ 3.18	\$ 3.18
	3"	\$ 146.84	\$ 3.18	\$ 3.18	\$ 3.18
	4"	\$ 222.07	\$ 3.18	\$ 3.18	\$ 3.18
	4"	\$ 222.07	\$ 3.18	\$ 3.18	\$ 3.18

FY 16-17 Effective July 1, 2016

Class	Service Size	Monthly Fixed Charge Base	Volume Charge (per kgal)		
			Block 1 (0-8)	Block 2 (9-24)	Block 3 (Over 24)
Residential	5/8"	\$ 24.33	\$ 2.45	\$ 3.05	\$ 4.40
	3/4"	\$ 24.33	\$ 2.45	\$ 3.05	\$ 4.40
	1"	\$ 50.31	\$ 2.45	\$ 3.05	\$ 4.40
	1-1/2"	\$ 92.97	\$ 2.45	\$ 3.05	\$ 4.40
	2"	\$ 145.62	\$ 2.45	\$ 3.05	\$ 4.40
	2"	\$ 145.62	\$ 2.45	\$ 3.05	\$ 4.40
Commercial	5/8"	\$ 28.48	\$ 3.03	\$ 3.03	\$ 3.03
	3/4"	\$ 28.48	\$ 3.03	\$ 3.03	\$ 3.03
	1"	\$ 60.67	\$ 3.03	\$ 3.03	\$ 3.03
	1 1/2"	\$ 113.70	\$ 3.03	\$ 3.03	\$ 3.03
	2"	\$ 178.77	\$ 3.03	\$ 3.03	\$ 3.03
	3"	\$ 364.41	\$ 3.03	\$ 3.03	\$ 3.03
	4"	\$ 558.95	\$ 3.03	\$ 3.03	\$ 3.03
	6"	\$ 1,095.19	\$ 3.03	\$ 3.03	\$ 3.03
Irrigation	5/8"	\$ 15.24	\$ 3.26	\$ 3.26	\$ 3.26
	3/4"	\$ 15.24	\$ 3.26	\$ 3.26	\$ 3.26
	1"	\$ 27.55	\$ 3.26	\$ 3.26	\$ 3.26
	1 1/2"	\$ 47.48	\$ 3.26	\$ 3.26	\$ 3.26
	2"	\$ 72.82	\$ 3.26	\$ 3.26	\$ 3.26
	3"	\$ 152.50	\$ 3.26	\$ 3.26	\$ 3.26
	4"	\$ 227.65	\$ 3.26	\$ 3.26	\$ 3.26
	4"	\$ 227.65	\$ 3.26	\$ 3.26	\$ 3.26

FY 17-18 Effective July 1, 2017

Class	Service Size	Monthly Fixed Charge Base	Volume Charge (per kgal)		
			Block 1 (0-8)	Block 2 (9-24)	Block 3 (Over 24)
Residential	5/8"	\$ 24.97	\$ 2.52	\$ 3.12	\$ 4.51
	3/4"	\$ 24.97	\$ 2.52	\$ 3.12	\$ 4.51
	1"	\$ 51.62	\$ 2.52	\$ 3.12	\$ 4.51
	1-1/2"	\$ 95.39	\$ 2.52	\$ 3.12	\$ 4.51
	2"	\$ 149.41	\$ 2.52	\$ 3.12	\$ 4.51
	2"	\$ 149.41	\$ 2.52	\$ 3.12	\$ 4.51
Commercial	5/8"	\$ 29.22	\$ 3.11	\$ 3.11	\$ 3.11
	3/4"	\$ 29.22	\$ 3.11	\$ 3.11	\$ 3.11
	1"	\$ 62.24	\$ 3.11	\$ 3.11	\$ 3.11
	1 1/2"	\$ 116.65	\$ 3.11	\$ 3.11	\$ 3.11
	2"	\$ 183.42	\$ 3.11	\$ 3.11	\$ 3.11
	3"	\$ 373.66	\$ 3.11	\$ 3.11	\$ 3.11
	4"	\$ 573.48	\$ 3.11	\$ 3.11	\$ 3.11
	6"	\$ 1,147.69	\$ 3.11	\$ 3.11	\$ 3.11
Irrigation	5/8"	\$ 15.64	\$ 3.35	\$ 3.35	\$ 3.35
	3/4"	\$ 15.64	\$ 3.35	\$ 3.35	\$ 3.35
	1"	\$ 28.28	\$ 3.35	\$ 3.35	\$ 3.35
	1 1/2"	\$ 48.71	\$ 3.35	\$ 3.35	\$ 3.35
	2"	\$ 74.71	\$ 3.35	\$ 3.35	\$ 3.35
	3"	\$ 156.47	\$ 3.35	\$ 3.35	\$ 3.35
	4"	\$ 233.77	\$ 3.35	\$ 3.35	\$ 3.35
	4"	\$ 233.77	\$ 3.35	\$ 3.35	\$ 3.35

FY 18-19 Effective July 1, 2018

Class	Service Size	Monthly Fixed Charge Base	Volume Charge (per kgal)		
			Block 1 (0-8)	Block 2 (9-24)	Block 3 (Over 24)
Residential	5/8"	\$ 25.62	\$ 2.58	\$ 3.21	\$ 4.63
	3/4"	\$ 25.62	\$ 2.58	\$ 3.21	\$ 4.63
	1"	\$ 52.96	\$ 2.58	\$ 3.21	\$ 4.63
	1-1/2"	\$ 97.87	\$ 2.58	\$ 3.21	\$ 4.63
	2"	\$ 153.29	\$ 2.58	\$ 3.21	\$ 4.63
	2"	\$ 153.29	\$ 2.58	\$ 3.21	\$ 4.63
Commercial	5/8"	\$ 29.98	\$ 3.19	\$ 3.19	\$ 3.19
	3/4"	\$ 29.98	\$ 3.19	\$ 3.19	\$ 3.19
	1"	\$ 62.86	\$ 3.19	\$ 3.19	\$ 3.19
	1 1/2"	\$ 119.69	\$ 3.19	\$ 3.19	\$ 3.19
	2"	\$ 188.19	\$ 3.19	\$ 3.19	\$ 3.19
	3"	\$ 383.60	\$ 3.19	\$ 3.19	\$ 3.19
	4"	\$ 589.39	\$ 3.19	\$ 3.19	\$ 3.19
	6"	\$ 1,153.94	\$ 3.19	\$ 3.19	\$ 3.19
Irrigation	5/8"	\$ 16.04	\$ 3.43	\$ 3.43	\$ 3.43
	3/4"	\$ 16.04	\$ 3.43	\$ 3.43	\$ 3.43
	1"	\$ 29.01	\$ 3.43	\$ 3.43	\$ 3.43
	1 1/2"	\$ 49.98	\$ 3.43	\$ 3.43	\$ 3.43
	2"	\$ 76.65	\$ 3.43	\$ 3.43	\$ 3.43
	3"	\$ 160.54	\$ 3.43	\$ 3.43	\$ 3.43
	4"	\$ 239.65	\$ 3.43	\$ 3.43	\$ 3.43
	4"	\$ 239.65	\$ 3.43	\$ 3.43	\$ 3.43

EXHIBIT B
CARSON VALLEY WATER UTILITY
 Private fire service charges for Fiscal Years 2015 through 2019

Adjustment

2.60%

FY 15-14 Current Rate Schedule

Service Size	Base Charge per Service		
	With Domestic Service Residential & Commercial	Without Domestic Service Residential	Without Domestic Service Commercial
5/8"	\$ 2.17	\$ 13.53	\$ 23.19
3/4"	\$ 2.17	\$ 13.53	\$ 23.19
1"	\$ 3.03	\$ 14.39	\$ 24.06
1 1/2"	\$ 3.90	\$ 15.26	\$ 24.93
2"	\$ 6.28	\$ 17.64	\$ 27.31
2 1/2"	\$ 6.28	\$ 17.64	\$ 27.31
3"	\$ 23.84	\$ 35.19	\$ 44.86
4"	\$ 30.34	\$ 41.69	\$ 51.36
6"	\$ 45.50	\$ 56.86	\$ 66.53
8"	\$ 62.84	\$ 74.20	\$ 83.87

FY 14-15

Service Size	Effective October 1, 2014 Base Charge per Service		
	With Domestic Service Residential & Commercial	Without Domestic Service Residential	Without Domestic Service Commercial
5/8"	\$ 2.23	\$ 13.88	\$ 23.79
3/4"	\$ 2.23	\$ 13.88	\$ 23.79
1"	\$ 3.11	\$ 14.76	\$ 24.69
1 1/2"	\$ 4.00	\$ 15.66	\$ 25.58
2"	\$ 6.44	\$ 18.10	\$ 28.02
2 1/2"	\$ 15.66	\$ 27.22	\$ 37.14
3"	\$ 24.46	\$ 36.10	\$ 46.03
4"	\$ 31.13	\$ 42.77	\$ 52.70
6"	\$ 46.68	\$ 58.34	\$ 68.26
8"	\$ 64.47	\$ 76.13	\$ 86.05

FY 15-16

Service Size	Effective July 1, 2015 Base Charge per Service		
	With Domestic Service Residential & Commercial	Without Domestic Service Residential	Without Domestic Service Commercial
5/8"	\$ 2.28	\$ 14.24	\$ 24.41
3/4"	\$ 2.28	\$ 14.24	\$ 24.41
1"	\$ 3.19	\$ 15.15	\$ 25.33
1 1/2"	\$ 4.11	\$ 16.06	\$ 26.24
2"	\$ 6.61	\$ 18.57	\$ 28.75
2 1/2"	\$ 15.97	\$ 27.93	\$ 38.11
3"	\$ 25.10	\$ 37.04	\$ 47.22
4"	\$ 31.94	\$ 43.89	\$ 54.07
6"	\$ 47.90	\$ 59.86	\$ 70.03
8"	\$ 66.15	\$ 78.11	\$ 88.29

FY 16-17

Service Size	Effective July 1, 2016 Base Charge per Service		
	With Domestic Service Residential & Commercial	Without Domestic Service Residential	Without Domestic Service Commercial
5/8"	\$ 2.34	\$ 14.61	\$ 25.05
3/4"	\$ 2.34	\$ 14.61	\$ 25.05
1"	\$ 3.27	\$ 15.54	\$ 25.99
1 1/2"	\$ 4.21	\$ 16.48	\$ 26.93
2"	\$ 6.78	\$ 19.05	\$ 29.50
2 1/2"	\$ 16.39	\$ 28.66	\$ 39.10
3"	\$ 25.75	\$ 38.01	\$ 48.45
4"	\$ 32.77	\$ 45.03	\$ 55.47
6"	\$ 49.14	\$ 61.41	\$ 71.86
8"	\$ 67.87	\$ 80.14	\$ 90.58

FY 17-18

Service Size	Effective July 1, 2017 Base Charge per Service		
	With Domestic Service Residential & Commercial	Without Domestic Service Residential	Without Domestic Service Commercial
5/8"	\$ 2.40	\$ 14.99	\$ 25.70
3/4"	\$ 2.40	\$ 14.99	\$ 25.70
1"	\$ 3.36	\$ 15.95	\$ 26.66
1 1/2"	\$ 4.32	\$ 16.91	\$ 27.63
2"	\$ 6.96	\$ 19.55	\$ 30.26
2 1/2"	\$ 16.81	\$ 29.40	\$ 40.12
3"	\$ 26.42	\$ 38.99	\$ 49.71
4"	\$ 35.62	\$ 46.20	\$ 56.91
6"	\$ 50.42	\$ 63.01	\$ 73.72
8"	\$ 69.63	\$ 82.22	\$ 92.94

FY 18-19

Service Size	Effective July 1, 2018 Base Charge per Service		
	With Domestic Service Residential & Commercial	Without Domestic Service Residential	Without Domestic Service Commercial
5/8"	\$ 2.47	\$ 15.38	\$ 26.37
3/4"	\$ 2.47	\$ 15.38	\$ 26.37
1"	\$ 3.44	\$ 16.36	\$ 27.35
1 1/2"	\$ 4.43	\$ 17.35	\$ 28.34
2"	\$ 7.14	\$ 20.06	\$ 31.05
2 1/2"	\$ 17.25	\$ 30.17	\$ 41.16
3"	\$ 27.10	\$ 40.01	\$ 51.00
4"	\$ 34.49	\$ 47.40	\$ 58.39
6"	\$ 51.73	\$ 64.65	\$ 75.64
8"	\$ 71.45	\$ 84.36	\$ 95.35

EH
CARSON VALLEY WATER UTILITY
CONNECTION CHARGES

Line Size	Meter Capacity Ratio	Connection Charge ¹
5/8"	1	\$4,219.00
3/4"	1	\$4,219.00
1"	2.5	\$10,548.00
1 1/2"	5	\$21,096.00
2"	8	\$33,753.00
3"	16	\$67,506.00
4"	25	\$105,479.00
6"	50	\$210,958.00
8"	80	\$337,532.00

¹ The connection charge is for each individual residential, commercial and irrigation service connection to the water system

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

21st day of August, 2015

By [Signature] Deputy