

Recorder's Office Cover Sheet

Recording Requested By:

Name: CAREY ROSSER

Department: DA'S OFFICE



00139142202109712990090098

KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: WATER SYSTEM DEDICATION AGREEMENT
AND BILL OF SALE

APN: N/A

**Recording Requested by and
When Recorded Mail To:**

Carey Rosser
District Attorney's Office
Post Office Box 218
Minden, Nevada 89423

FILED
NO. 2021-115
DATE 7-22-21
DOUGLAS COUNTY CLERK
MINDEN, NV
BY [Signature] DEPUTY

The undersigned hereby affirm(s) that this document,
including any exhibits, submitted for recording does
not contain the social security number of any person(s).

**WATER SYSTEM DEDICATION AGREEMENT
AND BILL OF SALE**

This WATER SYSTEM DEDICATION AGREEMENT AND BILL OF SALE (“Agreement”) is entered into by and between Douglas County, a political subdivision of the State of Nevada, through the Board of County Commissioners (the “County”), and Clear Creek Residential, LLC, a Delaware limited-liability company registered with the Nevada Secretary of State (“Clear Creek”). The County and Clear Creek are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

RECITALS

WHEREAS, Clear Creek is the owner of certain real property located within Douglas County, Nevada; and

WHEREAS, Clear Creek is in the process of improving the property as a planned development, which is the subject of a Development and Infrastructure Improvement Agreement (“Development Agreement”), which was originally adopted by Ordinance 2014-1409; and

WHEREAS, the Development Agreement was amended by the First Amended Development and Infrastructure Agreement between Douglas County and Clear Creek Residential, LLC, adopted by Ordinance 2015-1443 (“First Amended DA”); and

WHEREAS, the Development Agreement was subsequently amended by the Second Amended Development and Infrastructure Improvement Agreement Between Douglas County and Clear Creek, LLC, adopted by Ordinance 2016-1464 (“Second Amended DA”); and

WHEREAS, in accordance with the Second Amended DA, Clear Creek has caused certain community water system improvements to be constructed upon the property and Clear Creek has installed and constructed additional off-site water system improvements; and

WHEREAS, pursuant to the Second Amended DA, Clear Creek is required to maintain all completed portions of the Work up until the time that the County issues a Notice of Acceptance, at which time Clear Creek's obligation for maintenance ceases, except that Clear Creek remains obligated to warranty all work for a one-year period from the issuance of the Date of Acceptance (See Paragraph 2.5 of Second Amended DA); and

WHEREAS, the Parties also entered into a Water Line Construction and Reimbursement Agreement, effective February 18, 2016, which is recorded as document number 877349, and which contemplates the construction of certain improvements (including approximately 1,753 linear feet of six inch water line, associated appurtenances, trenching, backfill, aggregate base, and asphalt between the James Canyon Booster Pump Station and the Upper James Canyon Water Storage Tank (collectively "Jacks Valley Waterline") by Clear Creek with a maximum reimbursement amount of \$180,548, as more specifically set forth in that agreement; and

WHEREAS, the Parties previously entered into a Water System Dedication Agreement and Bill of Sale pertaining to a portion of Clear Creek's on-site improvements, which is recorded as document number 926401; and

WHEREAS, the Parties each desire to move forward with the dedication and acceptance of the remaining infrastructure (to include the Jacks Valley Waterline) once a Notice of Completion is issued by the County, with the understanding that the one-year warranty period will commence for each component of infrastructure offered to the County beginning at the time the Date of Acceptance for that component; and

WHEREAS, pursuant to the terms of the Second Amended DA, upon the County's issuance of a Notice of Completion, "all materials and infrastructure installed and/or constructed by Clear Creek in the Water Line Segment pursuant to the Work shall be deemed dedicated to and accepted by the County, all at no additional cost to the County."

AGREEMENT

NOW, THEREFORE, and in consideration of the foregoing recitals and mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- A. Recitals: The Recitals set forth above are true and correct.
- B. Definitions: Unless specifically stated or amended herein, the Parties agree that the words and phrases within this Water System Dedication Agreement shall have the meanings set forth in the Second Amended DA or, if not defined in the Second Amended DA, then the meanings ascribed in Title 20 of the Douglas County Code.
- C. Dedication of Water System:
 - a. Clear Creek hereby dedicates, conveys, transfers, and assigns forever to the County, together with all rights, title and interests therein or appurtenant thereto, and subject to the County's acceptance:
 - i. the completed portions of the Water Line Segment and Off-Site Water Improvement Segment, including all water mains, tanks, pump stations,

meter service pits, hydrants, valves, fittings and other related infrastructure that is connected or otherwise appurtenant to the water system, constructed within Douglas County, Nevada pursuant to the following Site Improvement and Building Permits: DE19-0297, and a previously completed portion of waterline, all of which is more particularly depicted as a dashed line and referred to as "Recently Completed Water System Improvements to Serve Clear Creek Tahoe," in Exhibit "A" which is attached hereto and incorporated herein by referenced, but expressly excluding all water delivery infrastructure that is installed or otherwise connected downstream of any Service Connection ("Water System"), and

including, without limitation, all of the following types or classifications of rights or interests: all plans, specifications, maps, drawings and other renderings of the Water System (collectively "Facilities"); all warranties, claims and any similar right to the infrastructure; and all intangible rights.

- b. Pursuant to the terms of the Second Amended DA, Clear Creek agrees to warrant every portion of the Facilities for a period of one-year from the Date of Acceptance of the Facilities.
 - c. Clear Creek does hereby bind itself and its successors and assigns to Warrant and Forever Defend, all and singular, the Facilities transferred to County and its successors and assigns against every person or entity claiming an interest in the Facilities or any part thereof.
 - i. Implicit in this obligation is Clear Creek's warranty that there are no debts, liens or other liabilities secured by the infrastructure; Clear Creek further warrants that all debts, obligations and fees owed to the County by Clear Creek for the use and consumption of water shall be fully paid prior to the dedication of the Facilities.
- D. Acceptance of Water System: The County hereby agrees to accept the dedication and conveyance of the Facilities and Related Rights by Clear Creek subject to the County Engineer's issuance of a Notice of Completion to Clear Creek for all aforementioned Site Improvement Permits, pursuant to which any portion of the Facilities were constructed. The Parties expressly agree that the Facilities shall not be deemed accepted prior to the Engineer's issuance of the Notice of Completion for all aforementioned Site Improvement Permits, even if a portion of the aforementioned Notices of Completion have been issued, and that Clear Creek shall be responsible for any and all maintenance of all of the Facilities until the Date of Acceptance.
- a. Date of Acceptance: the Date of Acceptance of the Facilities shall be defined as the date of substantial completion: April 15, 2021.
- E. Additional Construction: The Parties agree that Clear Creek is in the process of constructing additional water system infrastructure pursuant to the Second Amended DA. Any water system infrastructure required under the Second Amended DA but not specifically described in Exhibit "A," hereto, shall be offered for dedication in a separate agreement and in accordance with the terms of the Second Amended DA. The Parties further agree that, upon completion of the Additional Construction, Clear Creek shall bear

the cost of and be responsible for updating and completing all necessary hardware and software components to correctly integrate the Additional Construction into the Facilities. Such updates may involve additional work to be performed upon the Facilities. The Parties agree to cooperate to enable Clear Creek to access the necessary Facilities to perform the updates and completions.

- F. Further Assurances: In addition to the acts and deeds recited herein and contemplated to be performed, executed or delivered by the Parties, the Parties hereby agree to perform, execute and deliver, or cause to be performed, executed and delivered any and all such further documentation as may be reasonably required in order to consummate fully the transactions contemplated hereunder.
- G. Construction of Agreement: The 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 the Parties are unable to resolve their dispute, litigation may only proceed before a department of the Ninth Judicial District Court of the State of Nevada in and for the County of Douglas, and attorney's fees and costs will be awarded to the prevailing party at the discretion of the Court.
- H. Severability and Waiver: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. The County's failure to enforce any provision of this Agreement at any time shall not constitute a waiver by the County to enforce the same, or any other, provision of this Agreement.
- I. Third Party Beneficiaries: 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 either Contractor or County.
- J. County Liability Limitation: The County will not waive, and expressly intends to assert, all available liability limitations contained within Chapter 41, or any other applicable chapter, of the Nevada Revised Statutes.
- K. Other Liability Limitation: Nothing contained in this Agreement shall be construed as limiting any liability imposed upon Clear Creek as a result of state, local or federal law.
- L. Second Amended DA: Except as specifically set forth herein, the terms of the Second Amended DA shall remain in full force and effect.
- M. Assignment: The rights and obligations of Clear Creek hereunder may not be assigned without the prior written consent of the County.
- N. Counterparts: This Agreement may be executed in counterparts. Each Counterpart when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
- O. Authority: The individuals executing this Agreement and the instruments referenced herein on behalf of each Party and the partners, officers, or trustees of each Party, if any, have the

legal power, right and actual authority to bind each Party to the terms and conditions of these documents.

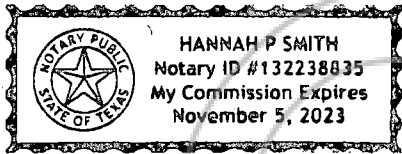
IN WITNESS WHEREOF, each Party executes this WATER SYSTEM DEDICATION AGREEMENT AND BILL OF SALE with the intent to be legally bound thereby.

CLEAR CREEK RESIDENTIAL, LLC,
a Delaware limited liability company

By: [Signature]
Leisha Ehlert, Authorized Member

STATE OF Texas)
COUNTY OF Travis)

This instrument was acknowledged before me on May 28, 2021 by Leisha Ehlert, on behalf of Clear Creek Residential, LLC, a Delaware limited liability company.



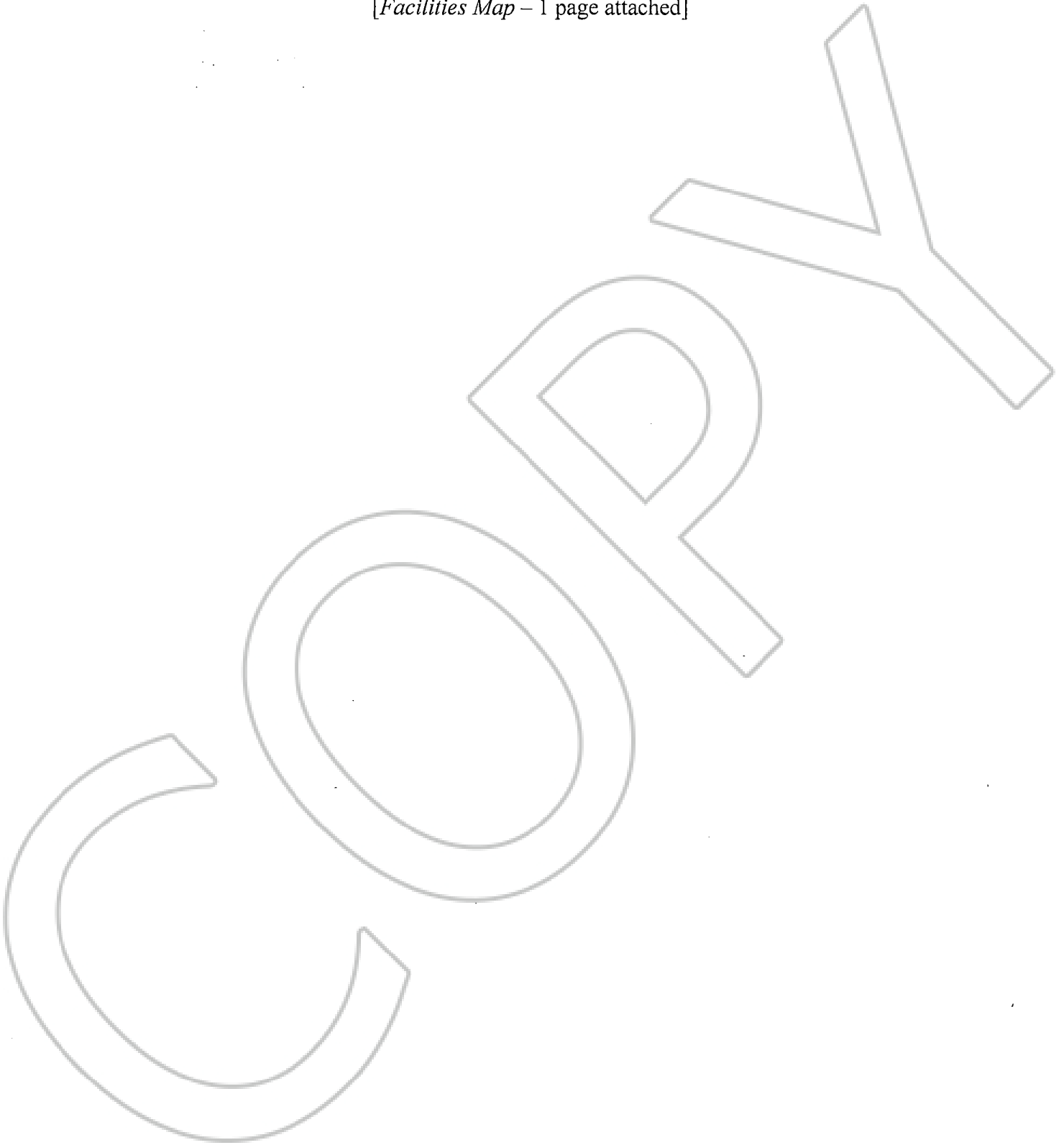
[Signature]
Notary Public
My Commission Expires: 11/5/23

THE COUNTY OF DOUGLAS,
a political subdivision of the State of Nevada

By: [Signature]
Patrick Cates, County Manager
As authorized by the Board of County Commissioners in a public meeting on June 3, 2021

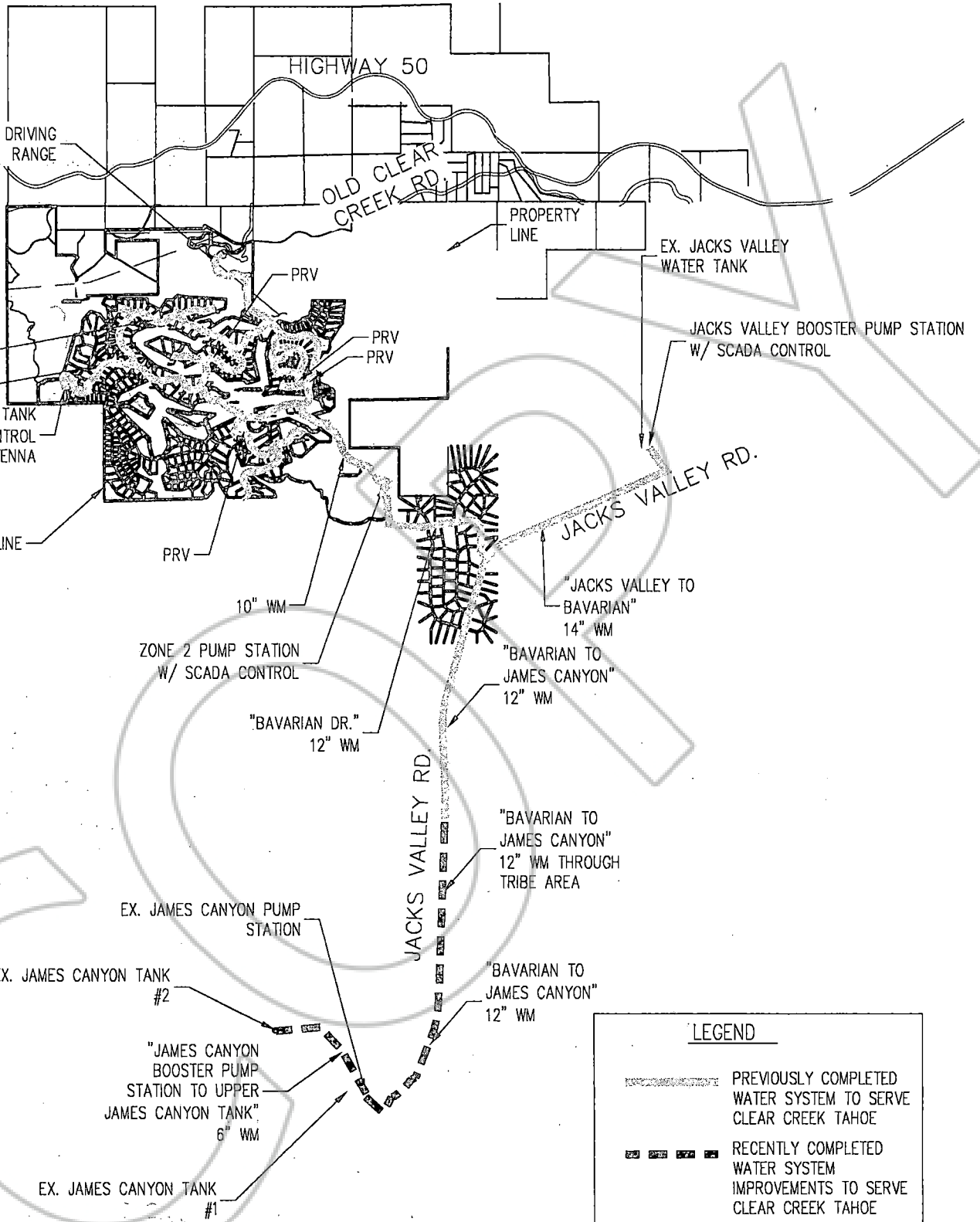
Exhibit A

[*Facilities Map* – 1 page attached]



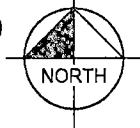
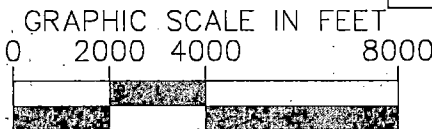
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JULY 24, 2021

PLOTTED BY
JAMES
LAST SAVED



LEGEND

- PREVIOUSLY COMPLETED WATER SYSTEM TO SERVE CLEAR CREEK TAHOE
- RECENTLY COMPLETED WATER SYSTEM IMPROVEMENTS TO SERVE CLEAR CREEK TAHOE



CCT WATER SYSTEM

DOUGLAS COUNTY, NEVADA
MAY 2021

Kimley»Horn
5370 Kietzke Lane
Suite 100
Reno, Nevada 89511
775-200-1967

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY. TOPOGRAPHY, UTILITIES & CONFLICT WITH THE CITY, ETC.

COPY

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

22nd day of July, 2021
By [Signature] Deputy