

## NOTICE AND CALL OF SPECIAL MEETING

### Board of Trustees

Larry Brown, Chair  
Chris Giunchigliani, Vice Chair  
Susan Brager  
Tom Collins  
Mary Beth Scow  
Steve Sisolak  
Lawrence Weekly

### **KYLE CANYON WATER DISTRICT**

#### **BOARD OF TRUSTEES**

**9:00 A.M. – APRIL 2, 2013**

Commission Chambers

Clark County Government Center

500 South Grand Central Parkway, Las Vegas, Nevada

(702) 258-3100

The Clark County Commission Chambers are accessible to individuals with disabilities. With 24-hour advance request, a sign language interpreter may be made available; phone 870-2011, TDD 385-7486, or Relay Nevada toll-free (800) 326-6868 TT/TDD. Assistive listening devices are available upon request at the Clerk's table.

#### **THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED IN THE FOLLOWING LOCATIONS:**

Clark County Government Center  
500 South Grand Central Parkway  
Las Vegas, Nevada

Las Vegas Valley Water District  
1001 S. Valley View Boulevard  
Las Vegas, Nevada

Regional Justice Center  
200 Lewis Avenue  
Las Vegas, Nevada

Grant Sawyer State Office Building  
555 E. Washington Avenue  
Las Vegas, Nevada

Mt. Charleston Library  
75 Ski Chalet Place  
Mt. Charleston, Nevada

Echo Canyon Information Board  
Mt. Charleston, Nevada

Mt. Charleston Lodge  
5375 Kyle Canyon Road  
Mt. Charleston, Nevada

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All items listed on this agenda are for action by the Board of Trustees, unless otherwise indicated. Items may be taken out of order. The Board of Trustees may combine two or more agenda items for consideration, and/or may remove an item from the agenda or delay discussions relating to an item on the agenda at any time.

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#### **COMMENTS BY THE GENERAL PUBLIC**

**NO ACTION MAY BE TAKEN:** At this time, the Board of Trustees will hear general comments from the public on items listed on this agenda. If you wish to speak to the Board about items within its jurisdiction but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Please limit your comments to three minutes or less.

#### **ITEM NO.**

1. *For Possible Action:* Approve agenda, and approve the minutes of the special meeting of January 3, 2012.
2. *For Possible Action:* Approve and authorize the General Manager, or designee, to execute a Contract for Sale from Kyle Canyon Water District to the U.S. Bank National as Trustee for Adjustable Rate Mortgage Trust 2005-2, Adjustable Rate Mortgage-Backed Pass-Through Certificates, Series 2005-2, to complete the proposed lot line adjustment, and authorize the General Manager or her designee to execute the documents necessary to effectuate the transfer.

#### **COMMENTS BY THE GENERAL PUBLIC**

**NO ACTION MAY BE TAKEN:** At this time, the Board of Trustees will hear general comments from the public on matters under the jurisdiction of the Kyle Canyon Water District. Please limit your comments to three minutes or less.

**KYLE CANYON WATER DISTRICT  
BOARD OF TRUSTEES  
SPECIAL MEETING  
JANUARY 3, 2012  
MINUTES**

**CALL TO ORDER** 9:39 a.m., Commission Chambers, Clark County Government Center  
500 S. Grand Central Parkway, Las Vegas, Nevada

**TRUSTEES PRESENT** Larry Brown, Chair  
Chris Giunchigliani, Vice Chair  
Susan Brager  
Tom Collins  
Mary Beth Scow  
Steve Sisolak  
Lawrence Weekly

**TRUSTEES ABSENT**

**STAFF PRESENT** Pat Mulroy, John Entsminger, Phil Speight, Rick Holmes, Brian Chally

**OTHERS PRESENT**

Unless otherwise indicated, all members present voted in the affirmative.

**COMMENTS BY THE GENERAL PUBLIC**

None

**1. Approve Agenda and Minutes**

**FINAL ACTION:** A motion was made by Trustee Brager that the agenda for this meeting and the minutes of the special meeting of March 15, 2011, be approved. The motion was approved.

**2. Approve Change Order No. 6 and accept all construction work required to be performed under Contract No. C1270, Kyle Canyon System Improvements – Lower Rainbow.**

**FINAL ACTION:** A motion was made by Trustee Collins to follow staff's recommendation. The motion was approved.

**COMMENTS BY THE GENERAL PUBLIC**

None

**Adjournment**

There being no further business to come before the Board, the meeting adjourned at 9:41 a.m.

**APPROVED:**

\_\_\_\_\_  
Lawrence L. Brown III, Chairman

\_\_\_\_\_  
Patricia Mulroy, Secretary

**Copies of all original agenda items and minutes, including all attachments, are on file in the  
General Manager's office at the Las Vegas Valley Water District,  
1001 S. Valley View Boulevard, Las Vegas, Nevada.**

**KYLE CANYON WATER DISTRICT  
BOARD OF TRUSTEES  
AGENDA ITEM**

April 2, 2013

|  |                              |
|--|------------------------------|
| <b>Subject:</b><br>Contract for Sale   | <b>Director's<br/>Backup</b> |
| <b>Petitioner:</b><br>Ronald E. Zegers, Deputy General Manager,<br>Engineering/Operations  |                              |
| <b>Recommendations:</b><br>That the Board of Directors approve and authorize the General Manager, or designee, to execute a Contract for Sale from Kyle Canyon Water District to the U.S. Bank National as Trustee for Adjustable Rate Mortgage Trust 2005-2, Adjustable Rate Mortgage-Backed Pass-Through Certificates, Series 2005-2, to complete the proposed lot line adjustment, and authorize the General Manager or her designee to execute the documents necessary to effectuate the transfer. |                              |

**Fiscal Impact:**


Kyle Canyon Water District will receive proceeds in the amount of \$8,753.55 by approval of the above recommendation.

**Background**

The Kyle Canyon Water District (KCWD) owns a 0.19-acre parcel located at 4042 Mont Blanc Way, Mt. Charleston, Nevada. The property was acquired in 1975 and currently houses two small structures securing water facilities for the neighborhood. It was discovered that a neighboring lot, currently owned by U.S. Bank National (Bank) as Trustee for Adjustable Rate Mortgage Trust 2005-2, Adjustable Rate Mortgage-Backed Pass-Through Certificates, Series 2005-2 (Bank), encroaches upon the KCWD lot as shown on attached Exhibit Lot A. The Bank wishes to purchase the area of encroachment in order to clear title and make the property marketable and has provided an offer based on an appraisal performed by a licensed member of the Appraisal Institute. Staff has reviewed the appraisal and recommends acceptance of the offer.

This contract for sale is authorized pursuant to NRS 318.160. The office of the General Counsel has reviewed and approved this contract for sale.

Respectfully submitted:

  
 Patricia Mulroy, General Manager  
 PM:REZ:SPM:LLM:SRM:mhy  
 Attachments

|                  |   |
|------------------|---|
| AGENDA<br>ITEM # | 2 |
|------------------|---|



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

|   |                                      |  |   |                                |  |
|---|--------------------------------------|--|---|--------------------------------|--|
| <b>Business Entity Type</b>   |                                      |  |   |                                |  |
| <input type="checkbox"/> Sole Proprietorship                          | <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Company | <input checked="" type="checkbox"/> Corporation           | <input type="checkbox"/> Trust | <input type="checkbox"/> Non-Profit Organization |
| <b>Business Designation Group</b>                                     |                                      |  |   |                                |  |
| <input type="checkbox"/> MBE  | <input type="checkbox"/> WBE         | <input type="checkbox"/> SBE                       | <input type="checkbox"/> PBE                              | <input type="checkbox"/>       | <input type="checkbox"/>                         |
| Minority Business Enterprise  | Women-Owned Business Enterprise      | Small Business Enterprise                          | Physically Challenged Business Enterprise                 |                                |  |
| <b>Corporate/Business Entity Name:</b>                                |                                      | Wells Fargo / Premier Asset Services               |   |                                |  |
| <b>(Include d.b.a., if applicable)</b>                                |                                      |  |   |                                |  |
| <b>Street Address:</b>  |                                      | 8480 Stagecoach Circle                             | <b>Website:</b> www.wellsfargo.com                        |                                |  |
| <b>City, State and Zip Code:</b>                                      |                                      | Fredrick, Maryland 21701                           | <b>POC Name and Email:</b> Rhonda Pettit                  |                                |  |
| <b>Telephone No:</b>  |                                      |  | <b>Fax No:</b> Rhonda.pettit@wellsfargo.com               |                                |  |
| <b>Local Street Address:</b>  |                                      | 530 Las Vegas Blvd 2 <sup>nd</sup> floor           | <b>Website:</b>   |                                |  |
| <b>City, State and Zip Code:</b>                                      |                                      | Las Vegas, NV 89101                                | <b>Local Fax No:</b> 1-877-451-8976                       |                                |  |
| <b>Local Telephone No:</b>  |                                      | 702-952-7616                                       | <b>Local POC Name Email:</b> Rhonda.pettit@wellsfargo.com |                                |  |
| <b>Number of Clark County, Nevada Residents Employed:</b> unavailable |                                      |  |   |                                |  |

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the LVVWD Board of Directors.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

| Full Name   | Title | % Owned<br><small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small> |
|-------------|-------|--|
| Unavailable | n/a   |  |
|             |       |  |
|             |       |  |

**This section is not required for publicly-traded corporations.**

- Are any individual members, partners, owners or principals, involved in the business entity, an LVVWD full-time employee(s), or appointed/elected official(s)?
  - Yes
  - No (If yes, please note that LVVWD employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to an LVVWD full-time employee(s), or appointed/elected official(s)?
  - Yes
  - No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the LVVWD will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Rhonda Pettit

Signature \_\_\_\_\_  
 Title CEO Asset Manager

Rhonda Pettit

Print Name \_\_\_\_\_  
 Date 2/5/13

## DISCLOSURE OF RELATIONSHIP

List any disclosures below: N/A  
(Mark N/A, if not applicable.)

| NAME OF BUSINESS OWNER/PRINCIPAL | NAME OF LVVWD EMPLOYEE OR OFFICIAL AND JOB TITLE | RELATIONSHIP TO LVVWD EMPLOYEE OR OFFICIAL | LVVWD EMPLOYEE'S/OFFICIAL'S DEPARTMENT |
|----------------------------------|--|--|--|
| N/A                              |  |  |  |
|                                  |  |  |  |
|                                  |  |  |  |
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|                                  |  |  |  |
|                                  |  |  |  |

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

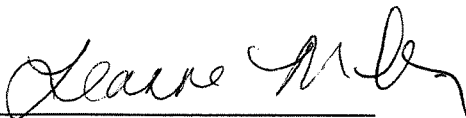
**For LVVWD Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

Yes  No Is the LVVWD employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes  No Is the LVVWD employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:



Signature

Leanne L. Miller, Project Manager

Print Name

Authorized Department Representative

**KYLE CANYON WATER DISTRICT**  
**CONTRACT FOR SALE**

THIS CONTRACT FOR SALE, by and between the KYLE CANYON WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called "KCWD" or "Seller," and U.S. BANK NATIONAL ASSOCIATION, as Trustee for Adjustable Rate Mortgage Trust 2005-2, Adjustable Rate Mortgage-Backed Pass-Through Certificates, Series 2005-2, hereinafter called "BUYER" and together with Seller the "Parties," WITNESSETH:

**RECITALS**

WHEREAS, KCWD is engaged in the business of distributing potable water to the residents of Mt. Charleston, Clark County, Nevada; and

WHEREAS, the Las Vegas Valley Water District, a political subdivision of the State of Nevada, manages and operates KCWD's water system on Mt. Charleston, Clark County, Nevada; and

WHEREAS, KCWD is the owner of certain real property described as Utility Lot A, Rainbow Canyon Subdivision Unit 1, as recorded in Book 5, Page 98 of Plats, in the Office of the County Recorder, Clark County, Nevada (Utility Lot A); and

WHEREAS, BUYER is the owner of certain real property described as Lot 72 in Block 7 of Rainbow Canyon Subdivision Unit 1, as recorded in Book 5, Page 98 of Plats, in the Office of the County Recorder, Clark County, Nevada (Lot 72); and

WHEREAS, it was recently determined that permanent improvements for Lot 72 encroach upon Utility Lot A; and

WHEREAS, to correct this encroachment, BUYER desires to acquire a portion of said Utility Lot A, which portion is designated the "Sale Property" on Exhibit A attached hereto and incorporated herein by this reference.

### **AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purchase and Sale

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Sale Property in exchange for Buyer's payment to Seller of Eight Thousand Seven Hundred Fifty-Three and 55/100 Dollars (\$8,753.55) (Purchase Price), which the Parties agree is the fair market value of the Sale Property as established in the appraisal report dated November 7, 2011, by Lubawy and Associates, MAI appraisers.

2. Terms of Contract

2.1 BUYER agrees to accept the Sale Property "as is, where is, and with all faults" and without warranty of title of any kind. This provision shall survive delivery and recordation of the Quitclaim Deed as described in this Section 2.



2.2 On or before May 7, 2013, KCWD shall execute and deliver a quitclaim deed, in the form attached hereto as Exhibit B (Quitclaim Deed), to BUYER's Counsel as set forth herein.

2.3 On or before April 2, 2013, BUYER shall, at BUYER's sole cost and expense, provide a record of survey consistent with Exhibit A hereto acceptable to the Clark County Surveyor and the Clark County Recorder (Record of Survey), and KCWD agrees to execute and deliver said Record of Survey to BUYER's Counsel as set forth herein. If and to the extent the recordation of the Record of Survey is conditioned by Clark County in any way, BUYER shall be solely responsible for all costs and expenses necessary to complete any such conditions. This provision shall survive delivery and recordation of the Quitclaim Deed.

2.4 On or before May 7, 2013, BUYER shall deposit with BUYER's Counsel the Purchase Price in the form of a check from First American Title Insurance Company ("FATCO Check") as set forth below.

2.5 The Quitclaim Deed, Record of Survey, and FATCO Check shall be deposited with Nate Rulis, Kemp, Jones and Coulthard, LLP, 3800 Howard Hughes Parkway, Las Vegas, Nevada, 89169 (BUYER's Counsel). BUYER's Counsel shall cause the Record of Survey and Quitclaim Deed to be recorded, and promptly thereafter deliver the Purchase Price to KCWD.

3. Miscellaneous

3.1 This Contract for Sale shall inure to the benefit of, and be binding upon, the BUYER and KCWD and their successors and assigns. Nothing in this Contract for Sale shall be construed to give any rights or benefits to any member of the general public or any individual or entity. This Contract for Sale is intended to benefit only the parties hereto.

3.2 The effective date of this Contract for Sale is the date that the Contract for Sale is formally executed by KCWD.

3.3 Each party hereto warrants to the other that it, and its signatory hereunder, is duly authorized and empowered to execute this Contract for Sale and to bind said party to the terms of this Contract for Sale.

3.4 The construction, validity and effect of this Contract for Sale shall be governed by the laws of the State of Nevada.

3.5 Should any covenant, condition, term or provision of this Contract for Sale be deemed by a court of competent jurisdiction to be invalid or unenforceable, all the remaining covenants, conditions, terms, and provisions herein shall remain in full force and effect.

3.6 This Contract for Sale may be executed in any number of counterparts and when so executed each such counterpart shall be deemed to be an original hereof.

3.7 This Contract for Sale shall terminate and be of no further force or effect in the event that the Record of Survey and Quitclaim Deed are not recorded, or the Purchase Price has not been delivered to KCWD, on or before July 1, 2013. In the event this Contract for Sale is terminated as a result of the foregoing, BUYER's Counsel shall return the Quitclaim Deed to KCWD and the Purchase Price to BUYER.

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IN WITNESS WHEREOF, KCWD has executed this Contract for Sale on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

KYLE CANYON WATER DISTRICT

\_\_\_\_\_  
Patricia Mulroy, General Manager

ADJUSTABLE RATE MORTGAGE TRUST 2005-2, ADJUSTABLE RATE MORTGAGE-  
BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-2

U.S. BANK NATIONAL ASSOCIATION, Trustee

  
By: \_\_\_\_\_

**EXHIBIT A  
LEGAL DESCRIPTION  
TRANSFER AREA 1**

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 57 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT SEVENTY-TWO (72) IN BLOCK SEVEN (7) OF RAINBOW CANYON UNIT NO. 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 5 OF PLATS, PAGE 98, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA; THENCE ALONG THE SOUTH BOUNDARY LINE THEREOF, SOUTH 74°36'50" EAST, 74.37 FEET; THENCE SOUTH 73°20'20" EAST, 67.59 FEET TO THE NORTH RIGHT OF WAY OF MONT BLANC WAY AND THE BEGINNING OF A 65.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST FROM WHICH BEGINNING THE RADIUS BEARS NORTH 16°39'40" EAST; THENCE ALONG SAID RIGHT OF WAY AND WESTERLY THROUGH A CENTRAL ANGLE OF 43°07'14", AN ARC LENGTH OF 48.92 FEET; THENCE DEPARTING SAID RIGHT OF WAY, NORTH 64°05'13" WEST, 98.79 FEET TO THE NORTHWEST LINE OF LOT 72 IN SAID SUBDIVISION AND TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

CONTAINS 1117.95 SQUARE FEET (0.026 ACRES), MORE OR LESS.

