

AGENDA
COYOTE SPRINGS WATER RESOURCES DISTRICT
BOARD OF TRUSTEES

SPECIAL MEETING
9:00 A.M. – JULY 7, 2015

COMMISSION CHAMBERS
CLARK COUNTY GOVERNMENT CENTER
500 S. GRAND CENTRAL PARKWAY, LAS VEGAS, NEVADA
(702) 258-3100

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

Date Posted: June 30, 2015

A sign language interpreter or TDD may be made available with 48-hour advance request; phone (702) 870-2011, TDD (702) 385-7486, or Relay Nevada toll-free (800) 326-6868 TT/TDD.

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

Coyote Springs Land Development Office
3100 State Route 168
Coyote Springs, Nevada

Coyote Springs Golf Pro Shop
3100 State Route 168
Coyote Springs, Nevada

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.

CALL TO ORDER

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 with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the special meeting of May 18, 2015.
2. *For Possible Action:* Approve and authorize the General Manager to sign the Amended and Restated Coyote Springs Water and Wastewater Multi-Party Agreement.

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 Coyote Springs Water Resources District. Please limit your comments to three minutes or less.

**COYOTE SPRINGS WATER RESOURCES DISTRICT
BOARD OF TRUSTEES
SPECIAL MEETING
MAY 18, 2015
MINUTES**

CALL TO ORDER 10:06 a.m., Commission Chambers, Clark County Government Center,
500 South Grand Central Parkway, Las Vegas, Nevada

TRUSTEES PRESENT Steve Sisolak, Vice Chairman
Susan Brager
Larry Brown
Chris Giunchigliani
Mary Beth Scow
Lawrence Weekly

TRUSTEES ABSENT Tom Collins

STAFF PRESENT John Entsminger, Phil Speight, Julie Wilcox, Dave Johnson, Greg Walch

OTHERS PRESENT None

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

COMMENTS BY THE GENERAL PUBLIC

For full public comment, visit www.lvwd.com/apps/agenda/coyote_springs/index.cfm

There were no speakers wishing to be heard.

1. Approval of Agenda

FINAL ACTION: A motion was made by Trustee Giunchigliani to approve the agenda for this meeting. The motion was approved.

2. Conduct a Public Hearing on the Tentative Budget for the Coyote Springs Water Resources District and subsequently adopt a Final Budget for fiscal year 2015/2016.

John Entsminger, General Manager, gave the Board an overview of the budget for the Coyote Springs Water Resources District. Vice Chairman Sisolak opened the public hearing. As there were no comments from the public, he closed the public hearing.

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

COMMENTS BY THE GENERAL PUBLIC

For full public comment, visit www.lvwd.com/apps/agenda/coyote_springs/index.cfm

There were no speakers wishing to be heard.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 10:08 a.m.

APPROVED:

Tom Collins, Chairman

John J. Entsminger, 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 South Valley View Boulevard.

**COYOTE SPRINGS WATER RESOURCES DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM**

July 7, 2015

Subject: Amended and Restated Agreement	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Trustees approve and authorize the General Manger to sign the Amended and Restated Coyote Springs Water and Wastewater Multi-Party Agreement.	

Fiscal Impact:

None by approval of the above recommendation.

Background:

On November 8, 2006, the Board of County Commissioners created the Clark County - Coyote Springs Water Resources General Improvement District (CSWRGID), which was developed to provide water and wastewater services within the Clark County portion of the Coyote Springs Master Planned Community.

On December 5, 2006, the Board of Trustees approved the Coyote Springs Water and Wastewater Multi-Party Agreement (Multi-Party Agreement) among the CSWRGID, Las Vegas Valley Water District (LVVWD), Clark County Water Reclamation District (CCWRD), Pardee Homes of Nevada (Pardee), Coyote Springs Investment LLC (CSI), and Coyote Springs Land Development Corporation (CSLD). Pardee, CSI and CSLD are known as the Developers. The Multi-Party Agreement provides that LVVWD is engaged as the general manager of the CSWRGID water and wastewater systems, and that CCWRD operates and maintains the CSWRGID wastewater collection and treatment system on behalf of LVVWD. The Developers reimburse the CSWRGID for its costs in performing its duties under the Multi-Party Agreement, and the CSWRGID in turn reimburses LVVWD and CCWRD for their costs. The Developers are responsible for dedicating sufficient water to the CSWRGID to serve the Coyote Springs Master Planned Community, and for paying all costs to transport the water to a location satisfactory to the CSWRGID.

In 2011, a dispute arose and litigation commenced between the Developers regarding, among other things, the Multi-Party Agreement. The CSWRGID was brought into the litigation as a defendant in 2013. During the litigation, Pardee's responsibilities were assigned to Weyerhaeuser NR Company (WNR). The litigation has now been settled, and as a result of the settlement, Pardee and WNR are no longer involved in the Coyote Springs Master Planned Community.

If approved, the attached Amended and Restated Multi-Party Agreement assigns all Developer rights and responsibilities to CSI, CSLD, and/or Coyote Springs Nevada, LLC, and Pardee and WNR are under no further obligations pursuant to the Multi-Party Agreement. The duties of CSWRGID, LVVWD, and CCWRD remain the same under the Amended and Restated Multi-Party Agreement. Other changes to the agreement include definitive timelines for the dedication of water to the CSWRGID by the Developers, allowing previous water commitments to be modified based on three years of actual water usage, clarifying that CSWRGID attorney fees are a reimbursable cost, and clarifying the timeline for imposition of any connection or impact fees for the Coyote Springs Master Planned Community.

This agreement is being entered into pursuant to NRS 318.145 and 318.210 and Section 2 of Clark County Ordinance Number 3456. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:

A handwritten signature in black ink, appearing to read "John J. Entsminger", is written over a horizontal line.

John J. Entsminger, General Manager

JJE:PDS:DLJ:DRW:tad

Attachment

**AMENDED AND RESTATED COYOTE SPRINGS WATER
AND WASTEWATER MULTI-PARTY AGREEMENT**

THIS AMENDED AND RESTATED COYOTE SPRINGS WATER AND WASTEWATER MULTI-PARTY AGREEMENT ("Agreement") is made as of this ____ day of _____, 2015, by and among the Coyote Springs Water Resources General Improvement District, ("CSWRGID"), a political subdivision of the State of Nevada created pursuant to Nevada Revised Statute Chapter 318, the Las Vegas Valley Water District, a political subdivision of the State of Nevada created pursuant to Chapter 167, Statutes of Nevada 1947 ("LVVWD"), the Clark County Water Reclamation District, a political subdivision of the State of Nevada organized pursuant to Chapter 318, Statutes of Nevada ("CCWRD"), Weyerhaeuser NR Company, a Washington Corporation ("WNR"), Coyote Springs Land Development Corporation, a Nevada corporation ("CSLD"), and Coyote Springs Investment LLC, a Nevada limited liability company ("CSI"), and Coyote Springs Nevada, LLC, a Nevada limited liability company ("CSN"); (CSLD, CSI, and CSN are collectively the "Developers"). CSWRGID, LVVWD, CCWRD, WNR, CSI, CSLD, and CSN are referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, CSLD through an option agreement has purchased, or has an option to purchase property from CSI to be the master developer of the Coyote Springs Master Planned Community containing 6,881 acres of fee land and approximately 6,219 acres of leased land in Clark County ("Clark County Development");

WHEREAS, pursuant to the terms of that certain Development Agreement (as amended) by and between Clark County and CSI approved on August 4, 2004, a general improvement district may be utilized for providing water and wastewater services within the Clark County Development (the terms wastewater and sewer shall be synonymous and interchangeable herein);

WHEREAS, Developers will finance the design and construction of the water and wastewater treatment, distribution and collection facilities at the Clark County Development ("Facilities"), which facilities will be acquired by the CSWRGID at a time and in a manner allowed by Nevada law and approved by the CSWRGID;

WHEREAS, CSI is the owner of Permit Nos. 46777, 70429, 70430, 74094, and 74095 which authorizes the appropriation of 4,140 acre feet per year (AFY)¹ from the carbonate aquifer at locations within the Clark County Development (“Potential CSWRGID Water Supply”) to serve the water needs within the Clark County Development;

WHEREAS, CSI uses, and shall continue to use until the water is committed by CSWRGID, the Potential CSWRGID Water Supply (and will use other water rights to be dedicated in the future to CSWRGID), for irrigation, construction, dust control, construction-related fire and health-safety, and construction-related operation facilities, to develop the Clark County Development and to prove beneficial use of such water rights;

WHEREAS, CSI has a contract right to purchase water appropriated within Lincoln County by the Lincoln County Water District for use within the Clark County Development and is seeking to acquire additional sources of water for the purpose of service to (or servicing) the Clark County Development (“Additional Water Rights”);

WHEREAS, CSWRGID is the authorized water purveyor and provider of wastewater services for the Clark County Development;

WHEREAS, LVVWD and CCWRD are willing and able to manage and operate the Facilities;

WHEREAS, CSWRGID recognizes that it does not presently have engineering or operational staff that are appropriately qualified to address the review of design and engineering plans, or construction, operation and maintenance activities related to water and wastewater facilities;

WHEREAS, CSWRGID recognizes that LVVWD and CCWRD have the engineering and operational staff that are appropriately qualified to address the review of design and engineering plans, and construction, operation and maintenance activities related to water and wastewater facilities;

WHEREAS, CSWRGID desires to engage LVVWD as the general manager of the CSWRGID water and wastewater facilities and system and LVVWD agrees to be the general

¹ CSI is the owner of Permit Numbers 46777, 70429, 70430, 74094, and 74095 for the appropriation of 4600 acre feet, however by Memorandum of Agreement dated April 20, 2006, CSI dedicated 10 percent of these rights (or an equivalent amount of other rights acceptable to the United States Fish & Wildlife Service) to the recovery of the Moapa dace.

manager of the CSWRGID water and wastewater facilities and system upon the terms and conditions set forth herein;

WHEREAS, on December 5, 2006, CSWRGID, LVVWD, CCWRD, CSI, CLSD, and Pardee Homes of Nevada, a Nevada corporation ("Pardee") entered into the Coyote Springs Water and Wastewater Multi-Party Agreement ("2006 Agreement");

WHEREAS, a dispute arose between Developers and Pardee with regard to the 2006 Agreement resulting in litigation amongst Developers, Pardee, and CSWRGID;

WHEREAS, in or about June, 2014, Pardee assigned all of its rights and obligations under the 2006 Agreement to WNR, to which assignment all of the parties to the 2006 Agreement consented; and

WHEREAS, Developers, WNR, and CSWRGID have resolved their disputes, resulting in a separate agreement between Developers and WNR which provides for an assignment of all of WNR's rights and obligations under the 2006 Agreement to CSN, to which assignment the CSWRGID, LVVWD, and CCWRD have agreed to consent, and a separate agreement regarding the payment of the attorneys' fees and costs incurred by CSWRGID relating to the dispute by the Developers and WNR.

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CSWRGID, LVVWD, CCWRD, WNR, and Developers mutually agree as follows:

1. **Consent to Assignment.** Each of the Parties to this Agreement hereby consents to the assignment to CSN of all of the rights and obligations under the 2006 Agreement held by WNR, which holds those rights and obligations as assignee of Pardee, and agrees that, as a result and effect of such assignment, neither WNR nor Pardee shall have any further rights or obligations under the 2006 Agreement or this Agreement and both WNR and Pardee are released from any liabilities they may have to the CSWRGID, the LVVWD, or the CCWRD, except as set forth in the separate Settlement Agreement and Release between CSWRGID, CSLD, CSI, Pardee, and WNR, dated June 12, 2015. This assignment and release shall take effect upon the Effective Date, as defined below.

2. **General Manager.** CSWRGID hereby engages LVVWD to serve as the general manager ("GM") of the CSWRGID water and wastewater facilities. The GM shall serve as the manager of the CSWRGID water and wastewater facilities.

3. **Term.** The term of this Agreement commenced on December 5, 2006 and shall expire after fifty (50) years ("Initial Term"). This Agreement will automatically renew for additional periods of ten (10) years unless written notice is given by one Party to the other Parties of the intent not to renew not less than one (1) year before the expiration of the Initial or subsequent renewed Terms.

4. **Duties of LVVWD.** The LVVWD shall (1) prepare an annual budget for adoption by the CSWRGID, (2) review and approve the design and engineering drawings of the water facilities for consistency with the LVVWD or CSWRGID standards, as applicable (3) review and approve a water system master plan ("Water System Master Plan") for consistency with the LVVWD or CSWRGID standards, as applicable, (4) review and approve the type of material for the proposed pipelines and related appurtenances for consistency with the LVVWD or CSWRGID standards, as applicable, (5) require the dedication by Developers to the CSWRGID of any necessary right of way or easements for water facilities, (6) inspect and approve construction of any water facilities, (7), assist CSWRGID in preparing area specific service rules governing water service within the Clark County Development and specifically for adoption by the CSWRGID, (8) sign tentative and final subdivision and parcel maps on behalf of CSWRGID when such maps meet the requirements of Clark County and Nevada law, and (9) assign staff to the CSWRGID project as necessary to ensure LVVWD's timely performance of its obligations under this Agreement in accordance with the standards set forth in the CSWRGID service rules.

5. **Duties of CCWRD.** The CCWRD General Manager shall (1) cooperate with the LVVWD in assisting with the overall management of the CSWRGID, including the preparation of an annual wastewater system budget for adoption by the CSWRGID, (2) review and approve the design and engineering drawings of the wastewater facilities for consistency with the CCWRD standards or the CSWRGID standards, as the case may be (3) review and approve the Wastewater System Master Plan for consistency with CCWRD standards or CSWRGID standards, as the case may be (4) review and approve the type of material for the proposed pipelines and related appurtenances for consistency with the CCWRD standards or CSWRGID standards, as the case may be (5) require the dedication by Developers to the CSWRGID of any necessary right of way or easements for wastewater facilities, (6) inspect and approve construction of any wastewater facilities, (7), assist CSWRGID in preparing area specific service

rules governing wastewater services within the Clark County Development and specifically for adoption by the CSWRGID, (8) suggest for adoption by CSWRGID treatment standards sufficient to meet all applicable federal and state laws and regulations, as now or hereafter amended, for the discharge of treated effluent to the Pahrnagat Wash, Muddy River or Lake Mead, and adopt temporary treatment standards in accordance with Paragraph 14 below, and (9) assign staff to the CSWRGID project as necessary to ensure CCWRD's timely performance of its obligations under this Agreement in accordance with the standards set forth in the CSWRGID service rules.

6. **Operation and Maintenance Duties.** On August 21, 2007, CSWRGID, CCWRD and LVVWD entered into an Operations and Maintenance Agreement that, among other things, imposes the following obligations on CSWRGID, LVVWD and CCWRD:

- a. LVVWD shall be responsible for the operation, maintenance and repair of the water system which, for purposes of this Agreement, will include both potable and raw water systems ("Water System"). The initial permitting of the Water System is being pursued by the Developers, and all such initial permits and applications necessary to comply with all applicable federal, state and local laws, ordinances, regulations, codes, orders and permit conditions have been submitted to the appropriate governing body or agency. Permits will be issued to CSWRGID, and CSWRGID shall be responsible for ensuring that each facility constituting part of the Water System is properly permitted (including preparing and processing permit renewal applications) and that each facility is operated in compliance with all applicable federal, state and local laws, ordinances, regulations, codes, rules, orders, and permit conditions and its own service rules. CSWRGID may perform its permitting responsibility through LVVWD, as CSWRGID's manager and facility operator, under the operations and maintenance agreement referenced above.
- b. LVVWD shall be responsible for ordering and maintaining a parts and equipment inventory sufficient to ensure that routine maintenance, scheduled and emergency repairs can be made to the Water System in a timely manner.

- c. LVVWD shall be responsible for all customer relations, including billing and collection activity on behalf of CSWRGID related to water and wastewater service provided by CSWRGID.
- d. CSWRGID shall be responsible for the operation, maintenance and repair of the wastewater system through the GM, in conjunction with CCWRD. CSWRGID shall be responsible for ensuring that each facility is properly permitted (including preparing and processing permit renewal application) and that each facility is operated in compliance with all applicable federal, state and local laws, ordinances, regulations, codes, rules, orders, and permit conditions and its own service rules. CSWRGID may perform its permitting responsibility through CCWRD, as CSWRGID's manager and facility operator, under the operations and maintenance agreement referenced above.
- e. CCWRD shall be responsible for ordering and maintaining a parts and equipment inventory sufficient to ensure that routine maintenance, scheduled and emergency repairs can be made to the wastewater system in a timely manner.
- f. LVVWD shall timely prepare an annual budget for consideration and adoption by CSWRGID in conformance with the provisions of the Local Government Budget and Finance Act (NRS ch. 354).

7. **Reimbursement of Costs.** CSWRGID shall reimburse LVVWD an amount equal to the actual costs incurred by LVVWD and CCWRD in performing their duties under this Agreement. The reimbursement shall be invoiced monthly, in arrears, and shall be due and payable on the thirtieth (30th) day after the date of the invoice. LVVWD will thereafter reimburse CCWRD as set forth the August 21, 2007 Operations and Maintenance Agreement. Costs for which LVVWD and CCWRD shall be reimbursed will include, but are not limited to, the following, which are set forth as examples only:

- a. Actual administration costs exclusively attributable to the management and operation of the CSWRGID, including but not limited to accounting, personnel, legal, and purchasing.
- b. All salaries and salary costs of those employees assigned exclusively to the management and operation of CSWRGID and the proportionate salaries and

salary costs for those employees whose assignment and operation includes a proportionate responsibility for management and operation of CSWRGID.

- c. Any repairs, maintenance or construction of water or wastewater systems of the CSWRGID.
- d. Design review, construction management, construction inspection, pretreatment inspection and any permitting.
- e. Attorneys' fees and costs incurred in defending litigation arising out of this Agreement or LVVWD's and CCWRD's performance of their duties under this Agreement.

LVVWD's invoices will be supported by such copies of payrolls, ledgers and other documents or proof as may be required by the Board of Trustees of CSWRGID. Developers shall reimburse CSWRGID for all operating, maintenance and other expenses, including any expenses CSWRGID is required to pay to Clark County, CCWRD and LVVWD, to the extent that rates and charges for water and sewer service, not including any Infrastructure Surcharge fee as described in Paragraph 13, are insufficient to pay those expenses. Within 60-days after the execution date of this Agreement, LVVWD will provide Developers with an estimate of such incurred expenses that are a responsibility of Developers for the current budget year, and for subsequent budget years shall include Developers in a budget preparation advisory role until such time that Developers are no longer responsible for incurred expenses in the operation and maintenance of CSWRGID facilities.

Developers shall also reimburse CSWRGID all expenses incurred by Clark County, CCWRD and LVVWD prior to forming CSWRGID that were incurred as a result of reviewing plans for, and inspecting, the construction of water and sanitary sewer facilities and infrastructure within the Service Plan Area, and shall pay all of CSWRGID's operating, maintenance and other expenses incurred prior to commencement of collection of rates and charges, including any expenses CSWRGID is required to pay to Clark County, CCWRD and LVVWD.

8. **Application and Approval Process.** Concurrently with the negotiation of this Agreement, LVVWD and CCWRD staff reviewed certain preliminary plans for water and wastewater facilities for the Developers' water supply and treatment operations under construction. LVVWD and CCWRD will approve and accept those previously reviewed

preliminary plans after completion of construction, on the condition that said construction is in full accordance with the previously submitted plans, and on the condition that the construction is in full compliance with all applicable law, including but not limited to, all statutes, code provisions and regulations. Immediately, and on execution of this Agreement, Developers must submit any and all plans for additional anticipated water and wastewater facilities. Notwithstanding the agreement regarding facilities under construction upon execution of this Agreement, LVVWD and CCWRD must review and approve all plans for water and wastewater facilities prior to any commencement of construction. Constructed facilities will only be accepted, and cost of such will only be eligible for consideration for reimbursement if actual construction comports with plans approved by LVVWD and CCWRD, and the actual construction meets all applicable legal requirements, including but not limited to, all statutes, code provisions and regulations.

9. **Water Supply.** Developers shall dedicate 4,140 AFY to CSWRGID (the “Initial Dedication”) from Permit Nos. 46777, 70429, 70430, 74094, and 74095, or any permits to change the manner of use, point of diversion, or place of use of such permits, for municipal use within the Clark County Development area. On March 29, 2007, CSI dedicated 1,000 AFY of the Initial Dedication to the CSWRGID and, on August 30, 2007, CSI dedicated an additional 1,000 AFY of the Initial Dedication to the CSWRGID. The Developers shall dedicate to CSWRGID the remaining 2,140 AFY of the Initial Dedication no later than thirty (30) days after there are 1,300 AFY of Commitments (as defined in Paragraph 11) in the aggregate. Annually after the full Initial Dedication has been made, Developers shall meet with staff of the CSWRGID and provide detailed information concerning future water resources and facilities available for use at the Clark County Development area. Subject to the Commitment Process in Paragraph 11 and in consultation with CSI, the CSWRGID staff will use this information to prepare a water resource and supply plan in accordance with Paragraph 10 below. Developers shall at all times, through dedication of water appurtenant to and for the benefit of the Clark County Development, maintain with the CSWRGID an uncommitted water rights balance of not less than 700 AFY to enable an uninterrupted water commitment process. The Initial Dedication and any subsequent Developer dedicated water rights shall be committed by CSWRGID in accordance with Paragraphs 10 and 11 of this Agreement. Developers shall, concurrently with any request for a Commitment that would, if granted, cause the balance of uncommitted water

rights held by the CSWRGID to fall below 700 AFY, dedicate additional water rights to CSWRGID in an amount sufficient to maintain the 700 AFY of uncommitted water availability. Developers shall be responsible for all costs of transporting the Initial Dedication and any additionally dedicated water to a location satisfactory to the CSWRGID. Developers shall have the right to use, without charges or costs imposed by the CSWRGID, any and all of these water rights for construction or irrigation purposes, but only until the water is committed by the CSWRGID pursuant to Paragraph 11, or until Developers seek any reimbursement of costs for the raw water system, whichever event is earlier in time, at which point in time Developers shall be charged for water used for construction or irrigation. If Developers permanently cease development of the Clark County Development, Developers shall have the right to receive back from the CSWRGID any and all water rights previously dedicated by the Developers to CSWRGID that are not Committed and are not otherwise necessary to support existing development.

10. Water Resource & Supply Plan. The Board of Trustees of the CSWRGID shall adopt, and thereafter annually review, a water resource and supply plan. The water resource and supply plan shall identify present water usage, projected future use and identify water resources and facilities necessary to meet future demands.

CSWRGID and LVVWD agree that initial water usage shall be determined as follows:

- a. 0.71 AFY per single-family residential lot or 3.17 AFY per acre of development, whichever is greater;
- b. 5.5 AFY per net usable acre for multi-family residential development that contains 1 – 10 units per acre (including apartments, condominiums, townhouses, time share units, golf and resort villas);
- c. 7.07 AFY per net usable acre for multi-family residential development that contains 11 – 20 units per acre (including apartments, condominiums, townhouses, time share units, golf and resort villas);
- d. 8.50 AFY per net usable acre for multi-family residential development that contains 21 or more units per acre (including apartments, condominiums, townhouses, time share units, golf and resort villas);
- e. 4.31 AFY per net usable acre for commercial development;
- f. 9.2 AFY per net usable acre for hotel/motels;

- g. Allocation for golf courses will be determined when connected to the CSWRGID water system; and
- h. Allocation for any industrial, light industrial, office, medical, hospital, warehouse, collection and treatment of wastewater, treatment and distribution of potable water, or any other non-residential use not contemplated above will be determined when connected to the CSWRGID water system.

On an annual basis, as a part of the water resource and supply plan, water usage for existing development will be adjusted as needed by CSWRGID based upon three years of actual historical water use. Once the Clark County Development has a representative sample of any of the development types enumerated in this Paragraph 10 which have been in service, uninterrupted, for a minimum of three years of use and which accurately represent the actual water usage of the Coyote Springs Water System for any of the enumerated development types below, Developers and CSWRGID staff will review the actual water use and adjust the amount of water committed to those existing uses, up or down, accordingly to match actual usage. Any water that is no longer committed to an existing use as a result of a downward adjustment to match actual usage shall become available for future commitment by the CSWRGID.

11. Commitment Process. LVVWD, on behalf of CSWRGID, shall certify to the State of Nevada Division of Water Resources, through endorsement of final maps (a "Commitment"), that there is a sufficient quantity of water available to serve any area covered by a final map so long as CSWRGID has enough water available to serve the mapped area (calculated pursuant to Paragraph 10), and still have at least 700 AFY of uncommitted water rights dedicated by Developers available. CSWRGID staff shall not issue Commitments at any time the CSWRGID has less than 700 AFY of uncommitted water remaining without specific authorization from the CSWRGID Board of Trustees.

12. Treated Wastewater. CSWRGID, CCWRD and LVVWD expressly acknowledge and agree that Developers shall be required to take and reuse (without any additional charge) all treated wastewater. The treated wastewater will be used for landscape and golf course irrigation, dust control, man-made lakes as permitted by law, exchanges and mitigation purposes. The point of delivery of treated wastewater, at which point CSWRGID's responsibilities associated with the treated wastewater terminate and Developers' obligation commence, shall be the property line of the parcel of property on which the wastewater treatment

plant is located. Notwithstanding the entitlement and requirement of Developers to take and reuse all treated effluent from the Wastewater Treatment Plant; whenever, if in the reasonable determination of CCWRD staff, the transmission of effluent to Developers could exceed the capacity of the reclaimed water storage and distribution system, the CCWRD will provide written notice thereof to Developers and enter into negotiations as to the appropriate measures to be taken with any such effluent in excess of the reclaimed water storage and distribution system. CSWRGID or CCWRD will not authorize or approve any additional hook-ups to the wastewater collection system after providing written notice as described above, until such time as, in the reasonable judgment of CSWRGID or CCWRD appropriate measures have been taken to provide adequate storage for or disposal of excess effluent. Developers, as the operator of the reclaimed water storage and distribution system, shall be responsible for the resolution of any such situation and of all such reclaimed water storage and distribution system administration. Developers shall be responsible for complying with all applicable federal, state and local laws, regulations and ordinances governing its reuse of treated wastewater. Developers will defend, indemnify and hold harmless CSWRGID, LVVWD and CCWRD for any regulatory or legal violations, or any third-party damages arising from the delivery, storage, conveyance or use of treated effluent by Developers at or beyond the designated delivery point. The Parties further acknowledge and agree that they will use their best efforts to negotiate and execute an agreement, which would provide for the utilization of any unused treated wastewater for the benefit of the Southern Nevada Water Authority.

13. Capital Costs of Facilities.

- a. LVVWD, CCWRD and CSWRGID acknowledge and agree that Developers will construct the water and sewer facilities at the Developers' sole cost. The water and sewer facilities to be constructed include the facilities initially constructed by Developers and all water and sewer facilities CSWRGID reasonably determines are necessary or desirable for the CSWRGID at any subsequent time or times. Ownership of all such facilities will be transferred to CSWRGID by appropriate instrument immediately after completion, inspection and acceptance by LVVWD, Operating Manager for CSWRGID, at no cost to CSWRGID, once the approval required by NRS 318.170(2), if needed, is obtained.

b. Developers are entitled to request from the CSWRGID reimbursement for the costs paid by Developers of the following major Community Water Facilities (as defined below) and Community Sewer Facilities (as defined below) constructed and transferred in accordance with Paragraph 13(a) above to the extent the cost of those facilities can legally be reimbursed to the Developers by CSWRGID under Nevada law:

- i. "Community Water Facilities" shall mean water treatment plants, storage facilities, pumping stations, pipelines 12-inches in diameter and larger, and related appurtenances, raw water pumps, raw water wells, raw water storage facilities and raw water transmission pipelines insofar as said facilities are necessary for and used to provide water service to the Clark County Development community and customers of the CSWRGID under terms of this Agreement; and
- ii. "Community Sewer Facilities" shall mean sewer treatment plants, sewer pump stations, sewer force mains, sewer interceptors 15-inches in diameter or greater, and arterial sewers 8-inches in diameter or greater, treatment improvements and related appurtenances, insofar as said facilities are necessary for and used to provide sewer service to the Clark County Development community and customers of the CSWRGID under terms of this Agreement,
(collectively, the Community Water Facilities and the Community Sewer Facilities shall be referred to as the "Developers Reimbursable Costs").

Developers' Reimbursable Costs will not include design, engineering or similar costs and do not include any costs paid by Developers pursuant to Paragraph 7 other than the actual cost of construction of facilities described in Paragraph 13(b) (i) or (ii) above. Further, "Developers' Reimbursable Costs" will not include costs of construction deemed necessary to address pipelines that were initially installed by Developer but are inadequate to serve the systems' needs and must be bolstered, require additional looping or parallel pipes to meet the required hydraulic pressure and flow criteria associated with obtaining plan approval.

Similarly, “Developers’ Reimbursable Costs” will not include costs of construction for subsequent corrective measures necessary to address inadequately-sized sewer interceptors/collectors, including but not limited to, bolstering or parallel piping to meet the required hydraulic flow and velocity criteria associated with obtaining plan approval. In addition, to the extent permitted by law, Developers’ Reimbursable Costs may, at the option of CSWRGID, include interest actually paid by Developers to finance the costs of facilities described in (i) and (ii) above from the date the costs are paid by Developers until they are reimbursed at an interest rate not exceeding the weighted average annual interest rate of LVVWD’s capital indebtedness (excluding any such indebtedness secured by the revenues of the Southern Nevada Water Authority) determined as of June 30 of each year in such manner as CSWRGID may reasonably determine. Requests for reimbursements of Developers’ Reimbursable Costs may be made and will be considered by CSWRGID only as specifically provided in Paragraph 13(e) below and only to the extent those costs are not paid or reimbursed from any other source.

- c. Subject to applicable law and hearing requirements, CSWRGID agrees to consider imposing, not later than the date service rules are adopted for CSWRGID as provided herein, a monthly infrastructure surcharge which will not initially exceed Forty-Five Dollars (\$45) per month, per single-family residence (or in the case of structures or improvements other than single-family residences, a reasonable amount [scaled from such \$45 per single-family residence] as determined by CSWRGID). This surcharge (the “Infrastructure Surcharge”) will be periodically reviewed by the CSWRGID and may be adjusted in recognition of changes in CSWRGID’s infrastructure costs, if deemed reasonably prudent for the long-term viability of CSWRGID’s water and sewer system, provided that such adjustment is otherwise made in accordance with the provisions of Nevada law. The Infrastructure Surcharge will be made for payment of water and sewer system infrastructure costs by the CSWRGID and may also be pledged for repayment of revenue bonds sold for water and sewer system infrastructure and associated costs. The Infrastructure Surcharge will be a part of the water and sewer revenues

of CSWRGID and may be used for all purposes for which such revenues may be used including, but not limited to (i) operation and maintenance costs of the water and sewer system, (ii) any other purpose required for prudent operation of the water and sewer system and (iii) any purpose required by the resolutions authorizing the issuance of, or relating to, bonds or other obligations of CSWRGID (or the County) in order to comply with the covenants in those resolutions.

- d. It is understood, however, that the Parties intend to use commercially reasonable efforts to establish water and sewer revenues (including Developer contributions pursuant to Paragraph 7 other than the Infrastructure Surcharge), that are adequate for the purposes specified in Paragraphs 13(c) (i) through (iii) of this Agreement and that the Infrastructure Surcharge be used to pay the capital and associated costs of infrastructure for CSWRGID, including the principal of and interest on bonds issued to pay those costs. The availability of the Infrastructure Surcharge does not relieve Developers of their obligation to pay operation, maintenance and other expenses as provided in Paragraph 7.
- e. At the request of the Developers, CSWRGID agrees to consider issuing its first series of revenue bonds payable from the Infrastructure Surcharge after CSWRGID has 1,000 customers of its water and sewer system. After CSWRGID issues its first series of revenue bonds and after CSWRGID has more than 1,000 customers (or such number of customers as CSWRGID, in its discretion, determines to be appropriate), if in any fiscal year both:
 - i. Water and sewer system revenues in that fiscal year, including the Infrastructure Surcharge, are fully sufficient to pay all amounts required to be paid by these water and sewer revenues in that fiscal year, including, without limitation operation and maintenance expenses of the water and sewer system, amounts for any necessary reserves and replacements, amounts required to be deposited in any funds and accounts created under the resolutions authorizing the issuance of bonds or other obligations, and debt service on all bonds and other obligations issued for the water and sewer system, and

- ii. The Infrastructure Surcharge in that fiscal year exceeds 140% (or such other coverage percentage as CSWRGID, in its discretion, determines to be appropriate) of the maximum annual amount of principal and interest due on the then outstanding bonds and other obligations in that and any future fiscal year,

CSWRGID may apply the Infrastructure Surcharge revenue received in that fiscal year in excess of 140% (or such other coverage percentage as CSWRGID, in its discretion, determines to be appropriate) of the maximum annual principal and interest due on the then outstanding bonds and other obligations in that and any future fiscal year to reimbursement of the Developers' Reimbursable Costs, if so requested by the Developers. Developers recognize that they have no contractual right to be reimbursed for any of the Developers' Reimbursable Costs by CSWRGID, LVVWD, or CCWRD, but if a request for reimbursement is made by Developers and the circumstances described in this Paragraph 13 exist, CSWRGID agrees that the request will be forwarded to the Board of Trustees for consideration. In no event will reimbursement exceed the actual cost paid by the Developers of the Developers' Reimbursable Costs as reasonably determined by CSWRGID, which have not been reimbursed from any other source. Any reimbursements made under this Paragraph shall be made to the Developers. The Developers shall be responsible for agreeing among themselves as to the disbursement of those reimbursements among the Developers, and for transmitting the amount reimbursed in the appropriate amount to the appropriate Developer. The Parties hereto other than the Developers shall have no responsibility for determining how much of any such reimbursement will be made to any particular Developer or for making or assisting in making any such individual Developer disbursement.

- f. CSWRGID agrees not to impose connection or impact fees for the water or sewer system before the date which is ten (10) years following the first residential or commercial customer that is not an affiliate of any of the Developers and who connects to the Facilities to be operated by the CSWRGID at the Clark County Development, and CSWRGID agrees at the time any such fees are imposed, the

individual fees will not exceed the then-current levels of local connection fees imposed by LVVWD and CCWRD. This limitation on the imposition of connection and impact fees will expire 20 years after the date on which the first residential or commercial customer that is not an affiliate of any of the Developers connects to the Facilities to be operated by the CSWRGID at the Clark County Development, or begins to receive service from such Facilities. However, in the event that CSWRGID determines, after consultation with Developers, that there is a need for extraordinary capital improvements to the system which were unanticipated as of the date of this Agreement and that all or a portion of the cost of those extraordinary capital improvements is best retired through a connection charge, impact fee, or combination thereof, CSWRGID may then impose a connection charge, impact fee, or combination thereof, without regard to the foregoing provisions of this clause (f).

- g. CSWRGID's obligation (but not its right) to impose the Infrastructure Surcharge expires on July 1, 2051, and any repayments of costs pursuant to Paragraph 13 (e) (if any are made) will cease to be made on and after July 1, 2051, unless either or both of these dates is extended by CSWRGID, in its discretion.
- h. Developers must make an apparent and obvious written disclosure of the Infrastructure Surcharge and the terms of its imposition to each 3rd party:
 - i. Who purchases or otherwise acquires real property within the CSWRGID or the Clark County Development from Developers, or
 - ii. To whom an offer to sell property in CSWRGID or the Clark County Development is made by Developers,

and Developers shall obtain from any transferee who is known to a Developer to be acquiring a parcel for development and resale a covenant to make a similar apparent and obvious disclosure to each person to whom an offer to sell property in CSWRGID or the Clark County Development is to be made and to each subsequent transferee of property in CSWRGID or the Clark County Development. In addition, on January 3, 2007, Developers recorded in the office of the County Recorder a notice of this covenant and of the Infrastructure Surcharge and the terms of its imposition as Document No. 20070103-0003256,

so such notice will be a part of the title records for each parcel of property in CSWRGID or the Clark County Development. Developers agree not to sell or otherwise transfer any property in CSWRGID or the Clark County Development until this notice has been recorded. These notice requirements are not intended by the Parties to create any third-party beneficiaries. Developers shall obtain a written acknowledgement of receipt of the disclosures required hereunder from each recipient of such disclosures and shall furnish to CSWRGID a copy of each such written acknowledgement. The recorded notice is attached hereto as Exhibit A, and the form of the written disclosure and acknowledgment of receipt is attached as Exhibit A-1.

- i. Other than the limit on connection and impact fees in Paragraph 13(f), this Agreement does not limit the amount of any rates, fees or charges of any type that may be imposed by CSWRGID for any purpose. The connection or impact fees limited by Paragraph 13(f) are only one-time fees charged to a customer to initially connect to the CSWRGID's system to obtain service. The imposition and collection of other rates, fees, and charges, including, without limitation, on-going rates, fees and charges; standby rates, fees or charges; and one-time rates, fees or charges that become due because of an action or event other than initially connecting to CSWRGID's system to obtain service are not limited by this Agreement.

14. **Additional Documents.** CSWRGID, CCWRD and LVVWD may enter into separate management agreements (a copy of any such management agreement shall be delivered to Developers at least thirty (30) days prior to any effective date thereof), which will also address system maintenance and operation issues. The CSWRGID Service Rules described above shall also constitute an additional document. CSWRGID shall, in cooperation with LVVWD, adopt its own specific governing rules, regulations, policies and procedures with respect to water, including the water commitment process. CSWRGID shall, in cooperation with CCWRD, adopt its own specific governing rules, regulations, policies and procedures with respect to wastewater. CSWRGID shall follow all governing rules, regulations, policies and procedures of the LVVWD with respect to water, except for the water commitment process as amended from time to time, until the CSWRGID, adopts different rules, regulations, policies and procedures. CSWRGID

shall follow all governing rules, regulations, policies and procedures of the CCWRD with respect to wastewater, as amended from time to time, until the CSWRGID adopts different rules, regulations, policies and procedures. Notwithstanding any provision to the contrary in Paragraph 5(8) above, CSWRGID shall adopt initial wastewater treatment standards sufficient to meet all applicable federal and state laws and regulations, each as now or hereafter amended, for the reuse of treated effluent as golf course irrigation water. The initial wastewater treatment standards shall expire when the maximum daily flow at the wastewater treatment plant exceeds 3.15 MGD after equalization, and from and after such date the standards set forth in Paragraph 5(8) above shall govern all treated effluent discharges from all CSWRGID treatment facilities; provided, however, the Parties hereto shall cooperatively analyze other potential mechanisms and means to economically achieve the standards set forth in Paragraph 5(8) of this Agreement prior to an expansion of the wastewater treatment plant to allow the expense of plant modification to be delayed as long as reasonably possible.

15. Assignment. This Agreement may not be assigned, either in whole or in part, by any Party hereto without the prior written consent of the other Parties, which consent shall be in each Party's sole discretion. In the event of any such an assignment, the assignee shall assume such assignor's obligations under this Agreement in writing as though such assignee had been an original party to this Agreement and such assignor shall be released from its obligations hereunder.

The Board of Trustees of CSWRGID hereby delegates to the General Manager of the LVVWD the same powers as have been delegated to the General Manager by the LVVWD Board with purchasing authority to that extent where monies have been appropriated for that purpose in the approved budget for the CSWRGID.

16. Miscellaneous.

a. Notices.

- i. Any and all notices and demands by any Party hereto to any other Party, required or desired to be given hereunder shall be in writing and shall be validly given or made only if personally delivered or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, if made by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries, or by facsimile

transmission. Service shall be conclusively deemed made upon receipt if personally delivered or sent by facsimile, or if delivered by mail or delivery service, on the first business day delivery is attempted or upon receipt, whichever is sooner.

- ii. Any notice or demand to Developers shall be addressed to Developers at:

Coyote Springs Investment LLC or
Coyote Springs Land Development Corporation, or
Coyote Springs Nevada LLC
Attn: Albert D. Seeno, Jr.
4021 Port Chicago Highway
Concord, CA 94520
Fax: (925) 671-0856

With a copy to:

Coyote Springs Investment LLC or
Coyote Springs Land Development Corporation, or
Coyote Springs Nevada LLC Attn: Emilia K. Cargill, Esq.
3100 SR 168, PO Box 37010
Coyote Springs, NV 89037
Fax: (702) 422-1419

- iii. Any notice or demand to CSWRGID shall be addressed to CSWRGID at:

c/o Las Vegas Valley Water District
1001 S. Valley View Blvd. Mail Stop 480
Las Vegas, NV 89153
Fax (702) 862 - 7444
Attn: General Manager

With a copy to:

General Counsel
1001 S. Valley View Blvd.
Las Vegas, NV 89153
Fax (702) 259 - 8218

- iv. Any notice or demand to LVVWD shall be addressed to LVVWD at:

1001 S. Valley View Blvd., Mail Stop 480
Las Vegas, NV 89153
Fax (702) 862 - 7444
Attn: General Manager

With a copy to:

General Counsel
1001 S. Valley View Blvd.

Las Vegas, NV 89153
Fax (702) 259 - 8218

- v. Any notice or demand to CCWRD shall be addressed to CCWRD at:

5857 E. Flamingo Rd.
Las Vegas, NV 89122
Fax (702) 435 - 5435
Attn: General Manager

With a copy to: Marty Flynn
5857 E. Flamingo Rd.
Las Vegas, NV 89122
Fax (702) 435 - 5435
Attn: Assistant to the General Manager

- vi. The Parties may change their address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.
- b. **Service Plan Approval.** Developers agree to that certain Service Plan approved by the Board of County Commissioners of Clark County on May 2, 2006 ("Service Plan"), and agree to take all actions and perform all duties and obligations which the Service Plan contemplates Developers or all of them to take or perform.
- c. **Parties Bound.** Subject to the provisions of Paragraph 15 above, this Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns. Developers shall be jointly and severally liable for the performance of any provision of this Agreement or the Service Plan that is required to be performed by the Developers.
- d. **Severability.** If any of the terms and conditions hereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall not affect any other of the terms and conditions hereof and the terms and conditions hereof thereafter shall be

construed as if such invalid, illegal, or unenforceable term or conditions had never been contained herein.

- e. **Entire Agreement.** The terms and conditions hereof relating to the subject matter described herein (i) constitute the entire Agreement and understanding between CSWRGID, CCWRD, LVVWD, and Developers, (ii) supersede all prior agreements, and understandings, written or oral, between the CSWRGID, CCWRD, LVVWD and Developers, and (iii) may not be modified or amended except by an instrument mutually executed and delivered by the CSWRGID, CCWRD, LVVWD and Developers, except that CSWRGID, CCWRD and LVVWD may enter into one or more interlocal or cooperative agreements as reasonably necessary to implement this Agreement concerning the subject matter hereof without the consent of Developers; provided, that any such interlocal agreement does not contain terms or provisions contrary to or in conflict with this Agreement; and further provided that a copy of any such interlocal agreement is given to Developers at least 30-days prior to the effective date thereof.
- f. **Time.** Time is of the essence to the performance of any provision of this Agreement. If the date for performance of any provisions of the Agreement is a Saturday, Sunday, or banking holiday (in the State of Nevada), the date for performance shall be extended until the next day that is not a Saturday, Sunday or banking holiday.
- g. **Interpretation.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. This Agreement was jointly negotiated and will not be construed against any of the Parties hereto.
- h. **Waiver.** Any Party hereto may specifically waive in writing any breach of the terms and conditions hereof by any other Party, but no waiver specified in this Paragraph 16(h) shall constitute a continuing waiver of similar or other breaches of the terms and conditions hereof. All remedies, rights, undertaking, obligations, and agreements contained herein shall be cumulative and not mutually exclusive.

- i. **Attorneys' Fees.** In the event that any Party commences an action to enforce or interpret this Agreement, or for any other remedy based on or arising from this Agreement, the prevailing Party therein shall be entitled to recover its reasonable and necessary attorneys' fees and costs incurred. For the purposes of this provision, the "prevailing Party" shall be that Party which has been successful with regard to the main issue, even if that Party did not prevail on all issues.
- j. **Waiver of Damages.** Except as expressly stated in this Agreement, the Parties shall not be liable for any indirect, special, punitive, incidental, exemplary, or consequential loss or damage of any nature arising out of the Parties' performance or nonperformance under this Agreement, except that the Developers shall be liable for monetary damages for any failure to pay costs as provided in Paragraph 7 and the Service Plan.
- k. **Governing Law.** The terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of Nevada, without reference to its conflict of laws provisions. The Parties hereto consent to the jurisdiction of the Clark County, Nevada, District Court in connection with any proceeding related to this Agreement.
- l. **Headings.** The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.
- m. **Effective Date.** The "Effective Date" of this Agreement shall be the date that the Agreement has been executed by all Parties.
- n. **Cooperation.** CSWRGID, CCWRD, LVVWD and Developers shall cooperate with and assist each other in the preparation of CSWRGID Service Rules which will be adopted as expediently as possible using best efforts, the drafting and approval of the Management Agreement, and any other instrument deemed necessary or desirable by the Parties hereto in implementing the provisions and fulfilling the purpose of this Agreement.
- o. **Capitalized Terms.** Capitalized terms used in this Agreement shall, unless otherwise clearly indicated, have the meaning as so defined.
- p. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when duly executed and delivered shall be an original, but all such

counterparts shall constitute one and the same Agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures, and may be attached to another counterpart, identical in form, but having attached to it one or more additional signature pages.

- q. **Non-appropriation Clause.** Any monetary obligations of CSWRGID, LVVWD, or CCWRD in this Agreement, including but not limited to damages, are subject to the governing body of the entity involved in making an appropriation to pay the same, and nothing in this Agreement obligates any governing body to make any such appropriation.
- r. **Third-Party Beneficiaries.** This Agreement is not intended to benefit anyone other than the Parties hereto and does not create any third-party beneficiary rights or causes of action.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Coyote Springs Water Resources General Improvement District, a political subdivision of the State of Nevada

By: John J. Entsminger
Its: General Manager

Las Vegas Valley Water District, a political subdivision of the State of Nevada

By: John J. Entsminger
Its: General Manager

Approved as to form:

Dana R. Walsh, Esq., Director of Legal Services

Clark County Water Reclamation District, a political subdivision of the State of Nevada

By: Thomas A. Minwegen
Its: General Manager

Approved as to form:

Leslie Nielsen, Esq.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.


Coyote Springs Water Resources General Improvement District, a political subdivision of the State of Nevada

By: John J. Entsminger
Its: General Manager

Las Vegas Valley Water District, a political subdivision of the State of Nevada

By: John J. Entsminger
Its: General Manager

Approved as to form:



Dana R. Walsh, Esq., Director of Legal Services

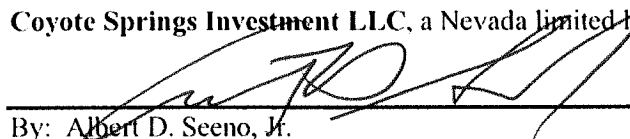
Clark County Water Reclamation District, a political subdivision of the State of Nevada

By: Thomas A. Minwegen
Its: General Manager

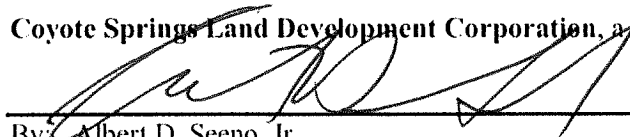
Approved as to form:

Leslie Nielsen, Esq.

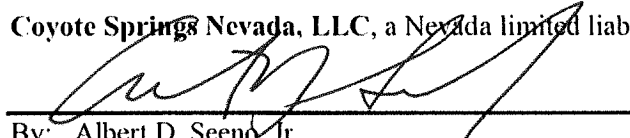
Coyote Springs Investment LLC, a Nevada limited liability company


By: Albert D. Seeno, Jr.
Its: Manager

Coyote Springs Land Development Corporation, a Nevada corporation


By: Albert D. Seeno, Jr.
Its: President

Coyote Springs Nevada, LLC, a Nevada limited liability company


By: Albert D. Seeno, Jr.
Its: Manager

Approved as to form:

Emilia K. Cargill, Esq.

Weyerhaeuser NR Company, a Washington Corporation

By: Thomas R. Stocks
Its: Vice President

Approved as to form:

Conrad J. Smucker, Esq.

Coyote Springs Investment LLC, a Nevada limited liability company

By: Albert D. Seeno, Jr.
Its: Manager

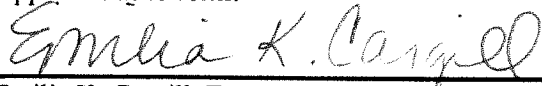
Coyote Springs Land Development Corporation, a Nevada corporation

By: Albert D. Seeno, Jr.
Its: President

Coyote Springs Nevada, LLC, a Nevada limited liability company

By: Albert D. Seeno, Jr.
Its: Manager

Approved as to form:


Emilia K. Cargill, Esq.

Weyerhaeuser NR Company, a Washington Corporation

By: Thomas R. Stocks
Its: Vice President

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Conrad J. Smucker, Esq.

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Its: President


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By: Albert D. Seeno, Jr.
Its: Manager

Approved as to form:

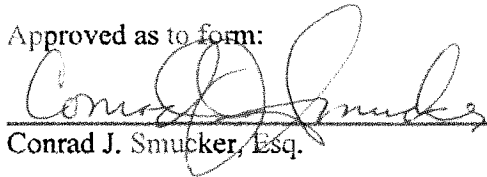
Emilia K. Cargill, Esq.

Weyerhaeuser NR Company, a Washington Corporation



By: Thomas R. Stocks
Its: Vice President

Approved as to form:



Conrad J. Smucker, Esq.

6/25/15

Receipt/Conformed Copy

Requestor:

CHICAGO TITLE

01/03/2007 13:53:17 T20070001065

Book/Instr: 20070103-0003256

Miscellaneous Page Count: 4

Fees: \$17.00 N/C Fee: \$25.00

When Recorded Mail to:

Chuck Hauser, General Counsel
Las Vegas Valley Water District
1001 S. Valley View Blvd.
Las Vegas, NV 89153

Debbie Conway
Clark County Recorder

Recording Requested By:

Coyote Springs Investment LLC
6600 N. Wingfield Parkway
Sparks, Nevada 89436

and

Pardee Homes of Nevada
650 White Drive Suite 100
Las Vegas, Nevada 89119

Assessor's Parcel Nos. affected:

All of APNs

009-00-001-020

009-00-001-027

009-00-001-015

(space above this line for Recorder's use)

DISCLOSURE OF WATER AND SEWER INFRASTRUCTURE SURCHARGE

NOTICE IS HEREBY GIVEN by the undersigned owners of the below described property:

All those certain lots or parcels of land located within Township 13 South,
Range 63 East, M.D.M., Clark County, Nevada, described as follows:

Sec. 2, SW $\frac{1}{4}$ SW $\frac{1}{4}$;

Sec. 3, all;

Sec. 4, all;

Sec. 5, Lots 1, 2, 5, 8, 10, 11, and 18, SE $\frac{1}{4}$ NE $\frac{1}{4}$, and E $\frac{1}{2}$ SE $\frac{1}{4}$;

Sec. 8, Lots 1, 2, 9, 10, 11 and 18, E $\frac{1}{2}$ SE $\frac{1}{4}$;

Sec. 9, all;

-- 1 --

EXHIBIT A

EXHIBIT A

Sec. 10, all;
Sec. 11, NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, and SW $\frac{1}{4}$;
Sec. 14, W $\frac{1}{2}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$;
Sec. 15, all;
Sec. 16, all;
Sec. 17, Lots 1, 4, 5, and 8;
Sec. 20, Lots 1, 8 and 9;
Sec. 21, Lots 1, 2, 5 and 7, N $\frac{1}{2}$, and N $\frac{1}{2}$ SE $\frac{1}{4}$;
Sec. 22, Lots 1, 3, 5, and 7, N $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, and N $\frac{1}{2}$ SW $\frac{1}{4}$;
Sec. 23, Lots 1, 3, 5, and 7, SE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, and N $\frac{1}{2}$ SW $\frac{1}{4}$; and Sec. 26, Lot 1.

The above description is contained in Patent No. 27-2005-0081 recorded on February 18, 2005 in Book 20050218, as Instrument No. 0002675, Official Records, Clark County, Nevada. (BLM Serial File N-48857).

THAT such Owners have entered into an agreement with the Clark County - Coyote Springs Water Resources General Improvement District (the "District") that among other things contemplates a Water and Sewer Infrastructure Surcharge to be imposed on all property in the District that is billed for water or sewer services. All of the property described above is in the District and will be subject to the Water and Sewer Infrastructure Surcharge.

It is anticipated that the amount of the water and sewer Infrastructure Surcharge was initially fixed at \$45 per month per single family residence. The amount of the Water and Sewer Infrastructure Surcharge for properties or improvements other than single family residences may be obtained by contacting the District.

The amount of the Water and Sewer Infrastructure Surcharge may be increased or decreased by the Board of County Commissioners of Clark County, who are the Board of Trustees of the District (the "Board"). No vote or other consent of the property owners or residents in the District is required for such a change. Information about the current amount of the Water and Sewer Infrastructure Surcharge may be obtained by contacting the District.

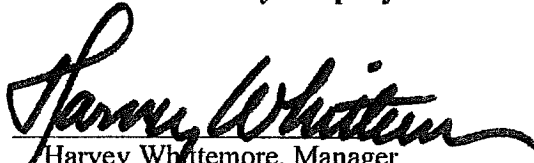
EXHIBIT A

The Water and Sewer Infrastructure Surcharge was imposed at the request of the Owners who signed this NOTICE in order to assist in paying the capital costs of the water and sanitary sewer facilities used to provide water and sanitary sewer services to properties in the District. The Water and Sewer Infrastructure Surcharge is in addition to all other charges, including other surcharges, assessments, taxes, service fees, and property owners' association dues, and the Water and Sewer Infrastructure Surcharge is in addition to the portion of the water and sewer fees and charges included in water and sewer bills for other purposes, such as operation, maintenance and administration of the water and sewer facilities.

Dated this 28th day of November, 2006.


Coyote Springs Investment LLC,
a Nevada limited liability company

By:


Harvey Whittemore, Manager

Pardee Homes of Nevada
a Nevada corporation

By:


Name: Klie Andrews
Its: Division President

[NOTARY BLOCKS FOLLOW ON NEXT PAGE]

EXHIBIT A

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

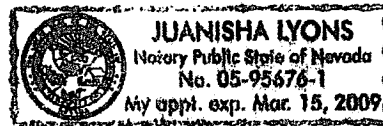
This instrument was acknowledged before me on November 28th, 2006, by Harvey Whittemore, as Manager of Coyote Springs Investment LLC, a Nevada limited liability company.

WITNESS my hand and official seal.

Juanisha Lyons
Notary Public for the State of Nevada

(NOTARY SEAL)

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)



This instrument was acknowledged before me on November, 28, 2006, by Kliff Andrews, as Division President of Pardee Homes of Nevada, a Nevada corporation.

WITNESS my hand and official seal.

Kimberly Bowling
Notary Public for the State of Nevada

(NOTARY SEAL)

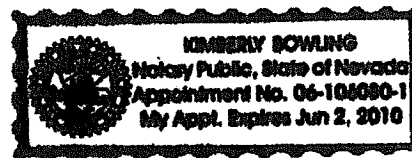


Exhibit A-1

(Disclosure to Property Owners and persons to whom an offer to sell property is made)

Coyote Springs Water Resources General Improvement District
DISCLOSURE OF WATER AND SEWER INFRASTRUCTURE SURCHARGE

Dear Prospective Property Owner or Property Owner,

An offer to sell property located in the Coyote Springs Water Resources General Improvement District (the "District") is being made to you or you are about to purchase property in the District. **THIS PROPERTY IS SUBJECT TO A MONTHLY WATER AND SEWER INFRASTRUCTURE SURCHARGE.** The amount of the water and sewer Infrastructure Surcharge was initially fixed at \$45 per month per single family residence. The amount of the Water and Sewer Infrastructure Surcharge for properties or improvements other than single family residences may be obtained by contacting the District at the address or telephone number listed below.

The amount of the Water and Sewer Infrastructure Surcharge may be increased or decreased by the Board of County Commissioners of Clark County, who are the Board of Trustees of the District (the "Board"). No vote or other consent of the property owners or residents in the District is required for such a change. To obtain information about the current amount of the Water and Sewer Infrastructure Surcharge, contact the District at the address or telephone number listed below.

The Water and Sewer Infrastructure Surcharge was imposed at the request of the Developers of the Coyote Springs development in order to assist in paying the capital costs of the water and sanitary sewer facilities used to provide water and sanitary sewer services to properties in the District. **The Water and Sewer Infrastructure Surcharge is in addition to all other charges**, including other surcharges, assessments, taxes, service fees, and property owners' association dues, and the Water and Sewer Infrastructure Surcharge is in addition to the portion of the water and sewer fees and charges included in water and sewer bills for other purposes, such as operation, maintenance and administration of the water and sewer facilities.

For further information contact the District at: Coyote Springs Water Resources General Improvement District, c/o Las Vegas Valley Water District, MS#640 – Attention: Administrator, 1001 S. Valley View Blvd, Las Vegas, NV, 89153, Phone: 258-3285; Fax: 258-7193; email: robert.baggs@lvvwd.com.

Please sign below to acknowledge receipt of the above information:

Date: _____

Coyote Springs property Address: _____

Coyote Springs property APN#: _____

Note: An original signed copy of the above should be sent or delivered to the District at the above address.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group N/A							
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business			
Corporate/Business Entity Name:		Coyote Springs Investment LLC					
(Include d.b.a., if applicable)							
Street Address:		3100 SR 168, P.O. Box 37010			Website: n/a		
City, State and Zip Code:		Coyote Springs, Nevada 89037			POC Name and Email: Emilia Cargill		
Telephone No:		1-702-422-1433			Fax No: 1-702-422-1419		
Local Street Address:		3100 SR 168, P.O. Box 37010			Website: n/a		
City, State and Zip Code:		Coyote Springs, Nevada 89037			Local Fax No: 1-702-422-1419		
Local Telephone No:		1-702-422-1433			Local POC Name Email: Emilia.cargill@coyotesprings.com		
Number of Clark County, Nevada Residents Employed: Approximately 45, including affiliated entities							

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, 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).

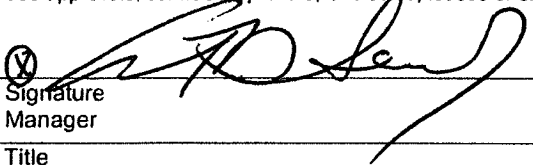
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Albert D. Seeno, Jr.	Manager	31.82
Thomas A. Seeno	Manager	68.18

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 certify that the entity is not on the federal government's Excluded Parties List, as defined by 2 CFR § 180.945. I further understand that the LVVWD will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.


 Signature
 Manager
 Title

Albert D. Seeno, Jr.

Print Name
June 17, 2015

Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(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

NONE

"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 no Disclosure or Relationship is noted above or if the section is marked N/A, please check this box:

☒ No Disclosure

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:

Dana Walsh
Signature
Dana Walsh
Print Name
Authorized Department Representative

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group N/A							
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business			
Corporate/Business Entity Name:		Coyote Springs Nevada, LLC					
(Include d.b.a., if applicable)							
Street Address:		3100 SR 168, P.O. Box 37010			Website: n/a		
City, State and Zip Code:		Coyote Springs, Nevada 89037			POC Name and Email: Emilia Cargill		
Telephone No:		1-702-422-1433			Fax No: 1-702-422-1419		
Local Street Address:		3100 SR 168, P.O. Box 37010			Website: n/a		
City, State and Zip Code:		Coyote Springs, Nevada 89037			Local Fax No: 1-702-422-1419		
Local Telephone No:		1-702-422-1433			Local POC Name Email: Emilia.cargill@coyotesprings.com		
Number of Clark County, Nevada Residents Employed: Approximately 45, including affiliated entities							

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, 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).

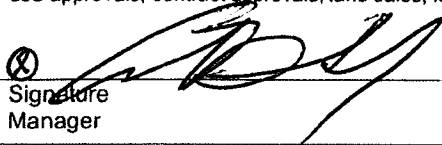
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Albert D. Seeno, Jr.	Manager	31.82
Thomas A. Seeno	Manager	68.18

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- Are any individual members, partners, owners or principals, involved in the business entity, an LVVWD full-time employee(s), or appointed/elected official(s)?
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☐ 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 certify that the entity is not on the federal government's Excluded Parties List, as defined by 2 CFR § 180.945. I further understand that the LVVWD will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.


 Signature
 Manager
 Title

Albert D. Seeno, Jr.

Print Name
June 17, 2015

Date

DISCLOSURE OF RELATIONSHIP

Coyote Springs Nevada, LLC

List any disclosures below:
(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

NONE

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

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For LVVWD Use Only:

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☒ No Disclosure

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:

Dana Walsh
Signature

Dana Walsh
Print Name
Authorized Department Representative

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group N/A							
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business			
Corporate/Business Entity Name:		Coyote Springs Land Development Corporation					
(Include d.b.a., if applicable)							
Street Address:		3100 SR 168, P.O. Box 37010			Website: n/a		
City, State and Zip Code:		Coyote Springs, Nevada 89037			POC Name and Email: Emilia Cargill		
Telephone No:		1-702-422-1433			Fax No: 1-702-422-1419		
Local Street Address:		3100 SR 168, P.O. Box 37010			Website: n/a		
City, State and Zip Code:		Coyote Springs, Nevada 89037			Local Fax No: 1-702-422-1419		
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Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Albert D. Seeno, Jr.	President	31.82
Thomas A. Seeno	Executive Vice-President	68.18

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☐ 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.)
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☐ 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 certify that the entity is not on the federal government's Excluded Parties List, as defined by 2 CFR § 180.945. I further understand that the LVVWD will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

☒ Signature
 President
 Title

Albert D. Seeno, Jr.

Print Name
 June 17, 2015

Date

DISCLOSURE OF RELATIONSHIP

Coyote Springs Land Development Corp.

List any disclosures below:
(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

NONE

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- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For LVVWD Use Only:

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

Notes/Comments:

Dana Walsh
Signature

Dana Walsh
Print Name
Authorized Department Representative

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input checked="" type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group							
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business			
Corporate/Business Entity Name:		Weyerhaeuser NR Company					
(Include d.b.a., if applicable)							
Street Address:		33663 Weyerhaeuser Way S.			Website: www.weyerhaeuser.com		
City, State and Zip Code:		Federal Way, WA 98003			POC Name and Email:		
Telephone No:		(253) 924-2345			Fax No:		
Local Street Address:		N/A			Website:		
City, State and Zip Code:					Local Fax No:		
Local Telephone No:					Local POC Name Email:		
Number of Clark County, Nevada Residents Employed: 0							

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Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
See attached sheets		

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Conrad J. Smucker
 Signature
Chief Competition Counsel
 Title

Conrad J. Smucker
 Print Name
6/23/2015
 Date

Corporate Data Sheet Report

As of May 01, 2015

Weyerhaeuser NR Company**Officers**

	<u>Title</u>	<u>First Elected</u>	<u>Last Elected</u>
Doyle R. Simons	President	08/01/2013	09/05/2014
Patricia M. Bedient	Executive Vice President	01/01/2009	09/05/2014
Adrian M. Blocker	Senior Vice President	09/27/2013	09/05/2014
Rhonda D. Hunter	Senior Vice President	01/01/2014	09/05/2014
Denise M. Merle	Senior Vice President	02/28/2014	09/05/2014
Catherine I. Slatcr	Senior Vice President	09/27/2013	09/05/2014
Devin W. Stockfish	Senior Vice President	07/11/2014	09/05/2014
Christine A. Dean	Vice President	01/01/2009	09/05/2014
Charles Douthwaite	Vice President	01/12/2015	01/12/2015
John Enlow	Vice President	02/24/2014	09/05/2014
David L. Godwin	Vice President	11/18/2008	09/05/2014
David Graham	Vice President	09/05/2014	09/05/2014
Jeanne M. Hillman	Vice President	01/01/2009	09/05/2014
James R. Johnston	Vice President	01/12/2015	01/12/2015
Nate R. Jorgensen	Vice President	02/11/2011	09/05/2014
Paul W. Leuzzi	Vice President	01/12/2015	01/12/2015
Alvaro Molinari	Vice President	05/13/2014	09/05/2014
Jeffrey W. Nitta	Vice President	09/25/2008	09/05/2014
Scott C. Olson	Vice President	09/02/2011	09/05/2014
Catherine L. Phillips	Vice President	01/01/2009	09/05/2014
Kristen Sawin	Vice President	04/14/2014	09/05/2014
Thomas M. Smith	Vice President	01/01/2009	09/05/2014
Thomas R. Stocks	Vice President	06/11/2014	09/05/2014
Paul Whyatt	Vice President	09/05/2014	09/05/2014
Matthew Williams	Vice President	05/13/2014	09/05/2014
Devin W. Stockfish	Secretary	07/01/2013	09/05/2014
Jeffrey W. Nitta	Treasurer	09/25/2008	09/05/2014
Jim Balumas	Assistant Secretary	01/01/2009	09/05/2014
Pamela Berry	Assistant Secretary	01/01/2009	09/05/2014
Corrin M. Crawford	Assistant Secretary	10/29/2008	09/05/2014
Loni R. Englund	Assistant Secretary	10/06/2009	09/05/2014
Teri L. Grisham	Assistant Secretary	01/01/2009	09/05/2014
Jacqueline W. Hawn	Assistant Secretary	12/07/2012	09/05/2014
Peggy I. Hebblethwaite	Assistant Secretary	06/02/2009	09/05/2014
Susan E. Laprairie	Assistant Secretary	06/15/2012	09/05/2014
Paul W. Leuzzi	Assistant Secretary	10/29/2008	09/05/2014
Rick H. Long	Assistant Secretary	06/22/2009	09/05/2014
Scott E. Marlega	Assistant Secretary	01/01/2009	09/05/2014
Nancy C. Noles	Assistant Secretary	01/01/2009	09/05/2014

Corporate Data Sheet Report**As of May 01, 2015****Weyerhaeuser NR Company**

Teri Rongen	Assistant Secretary	01/01/2009	09/05/2014
Thomas M. Smith	Assistant Secretary	09/25/2008	09/05/2014
Sharla L. Wall	Assistant Secretary	10/01/2012	09/05/2014
Leslie K. Webber	Assistant Secretary	01/01/2009	09/05/2014
Lisa Ann Wysocki	Assistant Secretary	06/15/2012	09/05/2014
Stephen H. Jack	Assistant Treasurer	01/01/2009	09/05/2014
John W. Lambdin	Assistant Treasurer	01/01/2009	09/05/2014
Diann E. Puls	Assistant Treasurer	09/25/2008	09/05/2014
Patricia M. Bedient	Chief Financial Officer	01/01/2009	09/05/2014
Jeanne M. Hillman	Chief Accounting Officer	09/27/2013	09/05/2014
Devin W. Stockfish	General Counsel	07/11/2014	09/05/2014
Thomas M. Smith	Director of Taxes	01/01/2009	09/05/2014
Paul W. Leuzzi	Chief Compliance Officer	04/10/2014	09/05/2014

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(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
Not Applicable			

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For LVVWD Use Only:

If no Disclosure or Relationship is noted above or if the section is marked N/A, please check this box:

☒ No Disclosure

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

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

Notes/Comments:

Dana Walsh
Signature
Dana Walsh
Print Name
Authorized Department Representative