



601 N. Moapa Valley Boulevard * Post Office Box 257
Logandale, Nevada * 89021
Telephone (702) 397-6893 * Facsimile (702) 397-6894

To: Chairman Randy Tobler, & MVWD Board of Directors
From: Joseph Davis, General Manager
Date: May 17, 2022
Subject: Overton 91 LLC (aka Overton Breaks Subdivision)

Background:

Overton 91 LLC acquired the old Overton Breaks Subdivision Project. While conducting their due diligence on the project, they contacted the District about the possibility of acquiring an extension to the construction contract similar to what Overton Breaks already had. Staff expressed the likely hood of such an extension was a possibility if the project was moving forward.

Amendment overview

- Property Owner signs a current construction agreement
- Property owner signs current water service applications
- Property owner pays an annual fee of \$524.16 per service connection
- The annual fee is waved if 10% of the remaining development costs of the distribution system have been invested in the planned improvements
- 48 months to complete the project

Staff has included the proposed amendment for the Directors review.

Suggested Motion:

Move to approve and authorize the General Manager to sign Construction Agreement No:007-006 Amendment #6

**Amendment #6
to
Construction Agreement No.: 007-006
Moapa Valley Water District**

RECITALS

WHEREAS, the Moapa Valley Water District, a political subdivision of the State of Nevada, hereinafter called the “District”, and the Logandale Real Estate Partners, L.L.C., hereinafter referred to as the “Property Owner”, entered into a Construction Agreement 007-006, hereinafter called the “Contract” in May 2007; and

WHEREAS, the Property Owner failed to comply with the terms and conditions of the Contract, in particular, Article III, paragraph 4, and

WHEREAS, the Property Owner contacted the District to request consideration for an extension of time in lieu of termination of the Contract, and

WHEREAS, the District’s Board of Director’s voted unanimously on July 10, 2008 to conditionally grant an extension to the Contract; therefore,

WHEREAS, both parties executed amendments to the Contract that granted the conditional extension

WHEREAS, the Property Owner failed to comply with the terms and conditions of the 2008 contract amendment and is requesting the Board of Director’s of the Moapa Valley Water District a modification to the 2008 amendment.

WHEREAS, the Property Owner again failed to comply with the terms and conditions of the 2008 contract amendment and the 2009 contract amendment and is requesting the Board of Director’s of the Moapa Valley Water District to modify amendment #2 .

WHEREAS, the District’s Board of Director’s voted to modify the 2008 amendment at the July 9, 2009 monthly meeting

WHEREAS, the District’s Board of Director’s voted to modify the 2009 amendment (Amendment #2) at the January 7, 2010 monthly meeting

WHEREAS, The District’s Board of Director’s voted to modify the 2010 amendment (Amendment #3) at the March 7, 2013 monthly meeting

WHEREAS, The District’s Board of Director’s voted to modify the 2013 amendment (Amendment #4) at the April 14, 2015 monthly meeting

WHEREAS, The Property Owner sold the development generally located at Cave & Moapa Valley Blvd. and formally referenced as Clark County Assessor’s Parcel Number 007-12-201-007 and now identified as (Assessor’s Parcels: 007-12-210-002 through 007-12-210-095, inclusive), hereinafter referred to the “Real Property”, to Overton 91 LLC on March 30, 2017

WHEREAS, the 2015 amendment (Amendment #5) expired on June 25, 2017

WHEREAS, Overton 91 LLC, hereinafter referred to as the “New Property Owner”, desires to negotiate a new Construction Agreement Amendment (Amendment #6)

IT IS MUTUALLY AGREED:

1. The New Property Owner shall provide the District with an acceptable form of financial assurances to insure the water facilities are constructed prior to commencement of the work.
2. The New Property Owner shall construct the water facilities in accordance with District standards within 48 months of approval of this 6th extension of time.

3. The New Property Owner shall sign a current *Construction Agreement*
4. The New Property Owner shall sign current water service applications
5. The New Property Owner shall submit a completed Annual Renewal Form and demonstrate that the property is still under development. Property shall be deemed under development if the New Property Owner demonstrates that money equal to 10% of the total estimated remaining development costs of the water distribution system have been invested in the planned improvements.
6. An annual base rate fee of \$524.16 (monthly base rate \$43.68 X 12) per residential service connection can be paid "In lieu" of demonstrating satisfaction of the ten percent (10%) annual contribution requirement,
7. The Annual Renewal Form with proof of project development or "in lieu" assessment of \$524.16 for each residential service connection is due annually 12 months from the signing of this amendment # 6.
8. The "In lieu" fees of \$524.16 per residential service connection are subject to all Board approved rate increases.
9. In the event the New Property Owner fails to comply with paragraphs 1 through 8 as noted above, the New Property Owner shall forfeit any monies paid to the District, forfeit any water resources acquired from the District and abandon any entitlements the New Property Owner may have acquired under the terms and conditions of the District's Water Rights Dedication Ordinance, dated July 25, 2005.
10. The District shall not issue additional time extensions to the Contract.
11. The District understands that the New Property Owner is currently negotiating a potential sale of the Real Property and agrees that the term "New Property Owner" under the Contract shall include any assignee of the New Property Owner to whom the Real Property is transferred.

IN WITNESS WHEREOF, the Property Owner has executed this Amendment on the ____ day of _____, 20____.

NEW PROPERTY OWNER:
New Property Owner Name: Overton 91 LLC

Property Owner Signature

STATE OF NEVADA)

ss.

COUNTY OF CLARK)

On _____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledged before me that _ he _ executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public

Notary Stamp/Seal

THIS AMENDMENT shall be in full force and effect as of the _____ day of _____, 20____, when it was duly signed by the proper officer of the Moapa Valley Water District.

ATTEST:

Moapa Valley Water District

General Manager