



# OLYMPIC VALLEY PUBLIC SERVICE DISTRICT BOARD REPORT



---

**SUBJECT:** Amendment No. 1 to the Water and Sewer Service Agreement – Roser-Carville Residential Subdivision Project

**EXHIBIT:** F-2, 68 Pages

**AUTHOR:** Dave Hunt, District Engineer

**MEETING DATE:** July 29, 2025

---

**RECOMMENDED ACTION:** Approve Resolution 2025-17 authorizing execution of Amendment No. 1 to the Water and Sewer Service Agreement for the Roser-Carville Residential Subdivision Project.

**DISCUSSION:** Effective November 8, 2021, the District entered into a Water and Sewer Service Agreement (Agreement) with the developers of the Roser-Carville Residential Subdivision Project (Project). The Project is located on Washoe Drive and consists of a residential development that includes three (3) single family residential lots and construction of road and utility improvements necessary to support the Project. The Agreement outlines the terms and conditions under which the District will accept dedication of the new water and sewer assets and defines the rights and responsibilities of both the District and Applicant related to the provision of water and sewer service.

The term of the Agreement was three (3) years, expiring on November 8, 2024. The Project has not yet been constructed, and the District and the Applicants now wish to enter into Amendment No. 1 to extend the term of the Agreement to six (6) years, expiring on November 8, 2027.

**FISCAL/RESOURCE IMPACTS:** There are no fiscal impacts associated with executing Amendment No. 1 to the Agreement. The project is privately financed, and the developers will reimburse the District for all costs associated with the project including preparation of the Agreement, Amendments, plan review and coordination, inspection, and preparation of offer of dedication documents.

**ATTACHMENTS:**

- Amendment No. 1 to Water and Sewer Service Agreement
- Resolution 2025-17 – A Resolution of the Board of Directors of the Olympic Valley Public Service District Approving and Authorizing Execution of Amendment No. 1 to the Water and Sewer Service Agreement
- Exhibit F-4 Rosser-Carville Residential Subdivision Water and Sewer Service Agreement – October 26, 2021

**DATE PREPARED:** July 17, 2025

## AMENDMENT NO. 1 TO WATER AND SEWER SERVICE AGREEMENT

This AMENDMENT NO. 1 TO WATER AND SEWER SERVICE AGREEMENT (this "Amendment") is made and entered into effective June \_\_, 2025 (the "Effective Date of the Amendment") by and between the OLYMPIC VALLEY PUBLIC SERVICE DISTRICT, a body politic organized under the California Water Code (the "District"), on the one hand, and Julie S. Carville, Trustee of the Julie S. Carville Trust dated December 18, 1997; Phillip P. Carville, Trustee of the Carville Family Trust dated December 10, 2023; and Michael P. Carville, on the other hand (the "Developer") (collectively, the "Parties"), with respect to the following Recitals:

### RECITALS

A. Effective November 8, 2021, the District and the Developer entered into that certain "Water and Sewer Service Agreement," a copy of which is attached hereto as Exhibit "A" and fully incorporated herein by reference (the "Agreement"); and

B. Section 2.2 of the Agreement sets forth the term thereof; and

C. Section 13.1 of the Agreement authorizes the District and the Developer to amend the Agreement "by mutual consent of the Parties in writing"; and

D. The District and the Developer wish to amend Sections 2.2 and 4.3 of the Agreement to: (i) extend the term and reflect the intent of the parties that the Agreement remain in effect and be in effect since the Effective Date defined in the Agreement, and (ii) provide for further changes to the Improvement Plans if needed.

**NOW, THEREFORE,** pursuant to the authority vested in the District and in consideration of the mutual covenants and promises of the Parties contained in the Agreement and this Amendment, the Parties agree as follows:

1. The Recitals above are true and correct and fully incorporated herein.
2. Section 2.2 of the Agreement is hereby amended and restated to read:

2.2 **Term.** The Term of this Agreement ("Term") shall commence on the Effective Date and shall terminate six (6) years thereafter, unless sooner terminated or extended as hereinafter provided. The Developer shall complete Construction and Improvements during the Term of this Agreement. Provided, however, that

the District shall agree to extend the Term so long as the Developer's approvals from the County of Placer are still in effect and the Developer is in compliance with the terms and conditions of this Agreement.

3. Section 4.3 of the Agreement is hereby amended and restated to read:

4.3 **Changes.** The plans and specifications described in Section 4.1 shall be submitted to District and its engineer for review and approval, which approval shall be in writing, which approval shall not be unreasonably delayed, withheld or denied. Upon written notice given to Developer by District's engineer within ten (10) working days of receipt of said plans and specifications, or at other times if the source of water supply for the Project changes, Developer shall provide for such changes, modifications, or additions thereto, as District's engineer shall deem necessary pursuant to reasonable standards of engineering and construction as required in the Project area and/or as identified, determined or resulting from hydraulic systems modeling undertaken in connection with this Agreement or District's review of plans and specifications. Such changes, modifications, or additions shall be made at Developer's cost.

4. Pursuant to Section 2.4 of the Agreement, the Secretary of the Board of Directors of the District shall cause notice of this Amendment to be recorded in the Official Records of the County of Placer.

5. Except as expressly modified in this Amendment, all provisions of the Agreement shall remain in full force and effect from the Effective Date defined in the Agreement through the Term provided in this Amendment.

***[SIGNATURES ON FOLLOWING PAGE]***

**IN WITNESS WHEREOF**, the District and the Developer have executed this Amendment as of the Effective Date of the Amendment:

**DISTRICT:**

OLYMPIC VALLEY PUBLIC SERVICE DISTRICT,  
A PUBLIC ENTITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dale Cox, President, Board of Directors

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Jessica Asher, Secretary, Board of Directors

**DEVELOPER:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Julie S. Carville, Trustee of the Julie S. Carville  
Trust dated December 18, 1997

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Phillip P. Carville, Trustee of the Carville  
Family Trust dated December 10, 2003

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael P. Carville



**EXHIBIT "A"**

*(Water and Sewer Service Agreement)*

**RESOLUTION 2025-17**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE OLYMPIC VALLEY PUBLIC SERVICE DISTRICT  
APPROVING AND AUTHORIZING EXECUTION OF  
AMENDMENT NO. 1 TO THE WATER AND SEWER SERVICE AGREEMENT  
FOR THE ROSSER-CARVILLE PROPERTY RESIDENTIAL SUBDIVISION PROJECT**

**WHEREAS**, Julie S. Carville, Philip P. Carville, and Michael P. Carville (hereinafter referred to as "Developer"), are planning the development of three (3) residential lots in a planned residential development upon APNs 096-540-018, 096-540-019, and 096-540-020, Washoe Drive, Olympic Valley, California (the "Project");

**WHEREAS**, the Olympic Valley Public Service District, hereinafter referred to as "DISTRICT" entered into a Water and Sewer Service agreement with DEVELOPER on November 8, 2021; and

**WHEREAS**, the term of the Agreement was three (3) years, set to expire on November 8, 2024; however, the Project has not yet commenced construction; and

**WHEREAS**, the District and the Developer now wish to enter into Amendment No. 1 to extend the term of the Agreement to six (6) years, expiring on November 8, 2027; and

**WHEREAS**, the Board of Directors has reviewed the Amendment No. 1 to the Water and Sewer Service Agreement prepared for signature of Developer and District and considered the recommendations of Staff;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Olympic Valley Public Service District hereby approves the First Amendment to the Water and Sewer Service Agreement for said Project, as attached hereto and incorporated herein and does hereby direct the Board President to execute said Amendment and such other documents, related thereto or required thereby.

PASSED AND ADOPTED this 29<sup>th</sup> day of July, 2025 at a regular meeting of the Board of Directors of the Olympic Valley Public Service District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Dale Cox, Board President

ATTEST:

\_\_\_\_\_  
Jessica Asher, Board Secretary



# OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT F-4  
62 Pages

## Rosser-Carville Residential Subdivision Water and Sewer Service Agreement

**DATE:** October 26, 2021  
**TO:** District Board Members  
**FROM:** Dave Hunt, District Engineer  
**SUBJECT:** Water and Sewer Service Agreement

**BACKGROUND:** The Rosser-Carville Residential Subdivision Project (Project) consists of a residential development that includes three (3) single family residential lots and construction of road and utility improvements necessary to support the Project. The Project is located on Washoe Drive in Olympic Valley.

The developer submitted Improvement Plans prepared by Scheller Engineering for water and sewer system improvements, and the District has subsequently reviewed and approved these plans. Construction of the improvements is expected to begin in May 2022 and be completed by October 2022.

**DISCUSSION:** The District has negotiated a Water and Sewer Service Agreement (Agreement) with the developer pursuant to Chapter 1 (Water), Chapter 2 (Sewer), and Chapter 4 (Will Serve) of the Administrative Code. The Agreement sets forth various rights and responsibilities of both the District and developer related to the District's provision of water and sewer service to the project. Specific conditions of the Agreement include, but are not limited to:

- Developer has prepared, and the District has reviewed and approved Improvement Plans for the construction of on-site and off-site water and sewer improvements necessary to serve the project. The District will provide construction observation of all water and sewer installations during construction and the developer will reimburse the District for the costs associated with construction management and inspection.
- Developer has agreed to relocate adjacent to the West Tank the District's SCADA control enclosure and remote telemetry unit (RTU) currently located at the bottom of Washoe Drive. This includes relocation and installation of a new electrical service and a new RTU and power enclosure. The developer will pay for all electrical costs associated with the relocation. The District will contract with Sierra Controls, LLC to install the RTU and provide system integration.

- The developer will provide a Performance Security in the sum of 100% of the estimated cost of the improvements, including the cost for relocation of the RTU, to ensure completion of the improvements in accordance with the Agreement.
- Upon completion of the improvements, the developer will execute and deliver to the District dedications transferring the improvements and all easements necessary for the construction, maintenance, repair, and replacement of the dedicated water and sewer improvements. The dedication will include a 2-year warranty on the improvements in the form of a Maintenance Security.

**ALTERNATIVES:** 1. Approve Resolution 2021-26 authorizing execution of the Water and Sewer Service Agreement for Rosser-Carville Residential Subdivision development.

2. Do not approve Resolution 2021-26.

**FISCAL/RESOURCE IMPACTS:** There are no costs to the District for approving Resolution 2021-26 and executing the Water and Sewer Service Agreement. Expenses are reimbursed by the developer pursuant to the Water and Sewer Service Agreement.

**RECOMMENDATIONS:** Approve Resolution 2021-26 authorizing execution of the Water and Sewer Service Agreement for Rosser-Carville Residential Subdivision development.

**ATTACHMENTS:**

- Water and Sewer Service Agreement
- Resolution 2021-26
- Memorandum of Agreement

**DATE PREPARED:** October 20, 2021

## **WATER AND SEWER SERVICE AGREEMENT**

THIS WATER AND SEWER SERVICE AGREEMENT (the “Agreement”) is made and entered into by and between the OLYMPIC VALLEY PUBLIC SERVICE DISTRICT, a body politic organized under the California Water Code (hereinafter named “District”) and Julie S. Carville, Trustee of the Julie S. Carville Trust dated December 18, 1997; Philip P. Carville, Trustee of the Carville Family Trust dated December 10, 2003; and Michael P. Carville (hereinafter collectively named “Developer”).

### **RECITALS**

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

- A. Chapter 1, Division V. of the District Water Code and Chapter 4 of the Administrative Code of the District authorize District to enter into agreements in connection with the issuance of will serve commitments and the issuance of permits subject to conditions relating to a proposed Project.
- B. Julie S. Carville, as Trustee of the Julie S. Carville Trust dated December 18, 1997, owns that certain real property located in the unincorporated area of Olympic Valley, Placer County, California, APN 096-540-020 as more particularly described on **Exhibit “A”** attached hereto (the “Julie Carville Property”); Philip P. Carville, as Trustee of the Carville Family Trust dated December 10, 2003, owns that certain real property located in the unincorporated area of Olympic Valley, Placer County, California, APN 096-540-019 as more particularly described on **Exhibit “B”** attached hereto (the “Philip Carville Property”); Michael P. Carville owns that certain real property located in the unincorporated area of Olympic Valley, Placer County, California, APN 096-540-018 as more particularly described on **Exhibit “C”** attached hereto (the “Michael Carville Property”). Collectively, the Julie Carville Property, Philip Carville Property, and Michael Carville Property are hereinafter referred to as the “Property”
- C. The Developer has requested water and sewer service to the Property which consists of three (3) residential lots, as shown on the Improvement Plans entitled “Rosser-Carville

Property Residential Subdivision”, prepared by Scheller Engineering, 2655 Burgard Lane, Auburn, CA 95603 ..

- D. Developer has applied to District for a commitment to issue permits to connect and to serve the Project by allowing connection to District’s water distribution and sewer collection systems (collectively “District Systems”).
- E. District and Developer intend by this Agreement to determine the rights and obligations of the Parties in the matter of the issuance of permits, as more fully set forth herein. To effectuate the foregoing, Developer (or its successor or assignee as provided in this Agreement) shall be the record title owner of the Property, before the issuance of any permit by District and shall be bound by and adhere to the terms and conditions of this Agreement.

NOW, THEREFORE, pursuant to the authority vested in District and in consideration of the mutual covenants and promises of the Parties herein contained, the Parties agree as follows:

## **ARTICLE 1. DEFINITIONS**

1.1 **Defined Terms.** Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term in this Article 1.

1.2 **Approvals.** All amendments to any Ordinances heretofore or hereafter enacted, necessary or appropriate to confer the requisite lawful right on Developer to develop the Project, any and all permits and approvals of any kind or character required under the District Ordinances in order to develop the Project.

1.3 **Completion.** Completion of the Improvements occurs upon all of the following:

- (a) The actual connection of the Project thereof to District Systems;
- (b) The adoption by District of a Resolution of Acceptance of the Improvements and of an Offer of Dedication for the Improvements together with conveyance of any and all easements, as may be required pursuant to this Agreement, for the Project, and
- (c) Final inspection and approval of Improvements by District.

1.4 **Construction of Improvements.** “Construction of Improvements” as used herein shall mean completion of work in a good and workmanlike manner in accordance with the

approved plans and specifications for the Project; final inspection by all applicable governmental entities and District approval of Improvements.

1.5 **Improvements**. Those improvements as shown on the Improvement Plans identified in Recital C.

1.6 **Laws**. The laws of the State of California, Constitution of the United States, and any codes, statutes, or executive mandates in any court decision, state or federal, thereunder.

1.7 **Mortgage**. A mortgage, deed of trust, sale and leaseback arrangement in which the Property or a portion thereof or an interest therein is sold by Developer and leased back concurrently therewith (which arrangement is subject to no prior contractual encumbrances securing payment of money), or other transaction in which the Property, or a portion thereof or an interest therein, is pledged as security, contracted in good faith and for fair value.

1.8 **Mortgagee**. The holder of a beneficial interest under a mortgage, deed of trust, or the owner of the Property, or interest therein, under a mortgage.

1.9 **Ordinances**. The ordinances, resolutions, codes, rules, regulations and official policies of District, now or hereafter applicable and in effect, governing water and sewer service and any other activity authorized to be performed by District under the California Water Code applicable to the development of the Property.

1.10 **Property**. The real property described in Recital B, above, and as legally described in the attached **Exhibits A, B, and C**.

## **ARTICLE 2. EFFECTIVE DATE; TERM; MEMORANDUM OF AGREEMENT**

2.1 **Effective Date**. This Agreement shall be effective upon the date of execution by the last signing party hereof following the passage of a Resolution by District (the “Effective Date”), authorizing execution hereof.

2.2 **Term**. The Term of this Agreement (“Term”) shall commence on the Effective Date and shall terminate three (3) years thereafter, unless sooner terminated or extended as hereinafter provided. Developer shall complete Construction of the Improvements during the term of this Agreement. Provided, however, that the District shall agree to extend the Term so long as Developer’s approvals from the County of Placer are still in effect and Developer is in compliance

with the terms and conditions of this Agreement.

2.3 **Memorandum of Agreement.** Developer shall execute this Agreement and shall execute, acknowledge and deliver a Memorandum of this Agreement, for recording purposes. The President and Secretary of the Board of Directors of District shall execute this Agreement and the Memorandum of this Agreement and the Secretary of the Board of Directors will cause that Memorandum of this Agreement to be recorded in the Official Records of the County of Placer, State of California.

2.4 **Subsequent Amendments or Termination.** If the Parties amend or cancel this Agreement, as herein provided or as otherwise provided by Chapter 4 of the Administrative Code of District, or this Agreement is lawfully terminated pursuant to any provision thereof, then the Secretary of the Board of Directors will, after such action takes effect, cause an appropriate notice of such action to be recorded in the Official Records of the County of Placer. The cost of such recordation shall be borne by the Party causing such action.

### **ARTICLE 3. CONDITIONS OF DEVELOPMENT OF THE PROJECT**

3.1 **Project.** Developer shall construct the Improvements in accordance with the terms and conditions of this Agreement. Except as otherwise specified in this Agreement, the Improvements shall be constructed in accordance with the approved plans and specifications, all terms and conditions of this Agreement and subject to all Ordinances with regard to the design, development, construction and completion of the Project, and all on-site and off-site improvements, appurtenances and facilities constructed therewith and in the manner specified in this Agreement.

3.2 **Property Ownership.** Except as provided herein for the assignment or transfer of Developer's interest in the Property, Developer shall be the record title owner of the Property before the issuance of any permit by District or shall have sufficient proof of an equitable interest therein, satisfactory to and at the discretion of District.



## **ARTICLE 4. IMPROVEMENT PLANS AND ESTIMATES**

4.1 **Design and Preparation.** Developer shall at its cost (a) design and prepare plans and specifications and (b) construct the Improvements to conform to the standards and regulations of District, Placer County and the State of California.

4.2 **Compliance with Laws.** The plans and specifications provided to District pursuant to Section 4.1 and the construction of the on-site and off-site Improvements thereunder shall conform to and comply with all applicable District, county, state and federal laws, codes, ordinances, regulations and rules.

4.3 **Changes.** The plans and specifications described in Section 4.1 shall be submitted to District and its engineer for review and approval, which approval shall be in writing, which approval shall not be unreasonably delayed, withheld or denied. Upon written notice given to Developer by District's engineer within ten (10) working days of receipt of said plans and specifications, Developer shall provide for such changes, modifications, or additions thereto, as District's engineer shall deem necessary pursuant to reasonable standards of engineering and construction as required in the Project area and/or as identified, determined or resulting from hydraulic systems modeling undertaken in connection with this Agreement or District's review of plans and specifications. Such changes, modifications, or additions shall be made at Developer's cost.

4.4 **Construction.** Upon approval by District's engineer of those plans and specifications, described in Section 4.1, either as submitted or after the completion of all changes, modifications or additions as required pursuant to Section 4.3, Developer shall construct the Improvements shown thereon and no further changes or modifications, therein or thereto, shall be made or permitted without the prior written consent of District or District's engineer first being obtained, which consent shall not be unreasonably delayed, withheld or denied.

4.5 **Submission to District.** Developer shall provide to District, at Developer's cost, three (3) copies of the "record" plans and specifications described in Section 4.1, said plans and specifications to be certified by an engineer licensed pursuant to the laws of the State of California to provide such certification and to update District's drawings. Developer shall comply with

District's current As-Built Policy, as applicable and in effect during the Term of this Agreement.

4.6 **Cost of Review.** Developer shall pay on demand to District that reasonable amount necessary to reimburse District for all fees and charges of District's engineer and Staff for reviewing and approving those plans and specifications as described in this Article 4. Developer shall further reimburse for District reasonable costs associated or incurred in updating District's Water and Sewer GIS database, or for inclusion of information reflected by the As-Built Drawings.

## **ARTICLE 5. CONSTRUCTION OF IMPROVEMENTS; OBSERVATION**

5.1 **Installation and Construction.** Upon application by Developer for water and sewer connection permits, Developer shall, at its cost and expense and with all reasonable diligence, commence and complete installation and construction of the Improvements, as are subject of this Agreement and described herein. Developer agrees that it will seek to implement the water and sewer connection permits and construct the Improvements in a timely, good and workmanlike manner and in accordance with the plans and specifications submitted and approved by District.

5.2 **Contractor Compliance With Laws.** Developer shall require its contractor and subcontractor, singular or several, to comply with all applicable District, county, state and federal ordinances, laws, regulations and rules pertaining to employment, as applicable to the construction of the Project, and occupational safety and health during the course of installation and construction of the facilities herein described. Contractor and/or any subcontractors must be properly licensed by the State of California as Class A or C-34; and shall be properly bonded and insured.

5.3 **Construction Observation.** The District will provide inspection for the project, including full time inspection during the installation of water and sewer infrastructure to assure District that the Improvements are installed and constructed in accordance with the approved plans and specifications and Ordinances applicable thereto. Should such observation by District reveal a material failure to conform to such rules, regulations, or ordinances, any unit, lot or parcel found by District to be in such condition shall not be connected to or shall be disconnected from District's water or sewer lines or facilities. The inspector will be available during a forty (40) hour period during the week from Monday through Friday between the hours of 8AM – 5PM.

5.4 **Construction Observation Fee.** For such observation service, Developer shall pay to District, on demand, the amount to cover actual time spent by District personnel, its agents or independent contractors, to assure District that provisions of this Agreement have been met. In the event the Contractor elects to work more than forty hours during the week, or more than 10 hours in one day, or on a Saturday, Sunday, or legal holiday, the Developer shall be responsible for all additional inspection costs incurred during that period.

5.5 **Disclaimer Warranty or Waiver.** The observation of any work of improvement by District, its agents or employees, shall not be deemed a guarantee, warranty, or approval by District that the Improvements have been built or constructed in accordance with the approved plans and specifications or applicable codes; nor shall such observation be deemed a waiver of any of Developer's obligations. Furthermore, said observation shall not be deemed to create any liability or responsibility on the part of District for the design or construction of Improvements, including supervision thereof, to Developer or any third Party or entity, whatsoever.

5.6 **Environmental Conditions.** District shall have no obligation or responsibility to inspect the Property or the Project for leakage, spillage, or contamination from hazardous waste or substances, nor shall District have any obligation to require a work plan for remediation of contamination, nor to oversee and supervise the same, as may be required by other governmental agencies. District reserves the right to inspect for leakage, spillage, or contamination which may directly affect the Project, District's Systems and/or the water supply for purpose of assuring the public health and safety.

5.7 **Relocations.** In the event that it shall be necessary to relocate any of District's existing sewer or water lines, facilities or appurtenances within the Project prior to the issuance of permits for the Project, such relocation shall be done only with the prior written approval of District, and at such locations and by such means and methods approved in writing by District. All costs and expenses, including engineering fees, incurred with respect to such relocation shall be borne by Developer. Developer shall secure and cause to be granted and conveyed to District any and all easements or rights-of-way, in a form and content acceptable to District, in the exercise of District's reasonable discretion, as may be necessary in connection with relocation of District's sewer or water lines, facilities or appurtenances. Said easements and rights-of-way shall be

conveyed to District without cost and each owner, lender, beneficiary under Mortgage or deed of trust, with respect to said easement(s) or rights-of-way shall join in, or subordinate to, the grant and conveyance thereof. Any and all reasonably necessary relocations and easements shall be identified in plans and approved by Developer and District. Furthermore, Developer shall provide to District, at its expense, a standard policy or policies of title insurance (ALTA Form), acceptable to District, and insuring District in at least the full amount of the cost of construction of the relocated Improvements.

**5.8 Access During Construction.** The District requires access to the existing West Tank via the Grant of Access and Utility Easement, recorded as Document No. 92-076485, Placer County Official Records (the “District Easement”) during construction for operation and maintenance of the tank. Developer, or Developer’s contractor shall submit an Access Plan to the District for review and approval prior to the start of construction. Developer acknowledges that District will be awarding a contract for coating of the West Tank in the Spring of 2022. The duration of this project is anticipated to be from July 1 - November 1, 2022. The District requires access to the West Tank during this period. If construction of the Developer’s improvements is still ongoing during this period, it shall be the responsibility of the Developer and Developer’s contractor to maintain access for the District’s contractor to the West Tank. The Developer’s contractor and District shall coordinate and cooperate regarding construction activities and access requirements prior to the start of construction. This shall be addressed in the Developer’s Access Plan.

**5.9 Schedule.** Developer shall provide an accurate construction schedule to the District prior to the start of construction. The schedule shall be in the form of a time scale bar chart and provide a logical sequence of the work to be accomplished. The schedule shall provide a detailed network of activities including, but not limited to, construction activities (including activities of subcontractors and other 3<sup>rd</sup> parties), procurement of materials, installation of major and/or critical items, testing, and start-up. The schedule shall also allow for non-work time associated with weather delays, rock excavation, procurement of materials, etc. The schedule shall incorporate the District’s West Tank coating project scheduled to take place between July 1 - November 1, 2022 and specify that the Developer’s activities will not encumber nor delay District access to the tank

during this time period. The District will in turn ensure that the District's West Tank coating project will not encumber nor delay Developer's access to complete the Improvements. Developer shall provide periodic schedule updates during the course of construction as required by the District.

**5.10 Communication Conduits.** If communication facilities are to be installed (i.e. telephone, cable television, high speed internet, etc.), the District will require that the conduits be extended to the existing West Tank site, the foregoing shall be at Developer's expense

**5.11 SCADA Control Enclosure and Communication Cable.** There is an existing electric power and control pedestal located at approximately STA. 22+75 as shown on Sheet C3 of the Improvement Plans requiring removal and relocation due to proximity to the proposed Improvements. This enclosure houses the District's remote telemetry unit (RTU) and appurtenances which control the water supply to the entire District customer base. Developer shall relocate the RTU and related facilities to the District's West Tank pursuant to the conditions below. There is also a 2" electrical conduit that is buried very shallow beneath the existing dirt access road. The conduit carries the control cable between the RTU and the level transducer located at the West Tank. Based on the critical nature of these facilities and its location with respect to the proposed Improvements, the following conditions and work shall be performed:

(a) Prior to any Contractor excavation work in the existing dirt access road, the Developer shall provide temporary communication cabling from the existing RTU location to the West Tank. The cabling must be installed to ensure that is not damaged during construction and that water service is not interrupted. The District's SCADA consultant, Sierra Control Systems (SCS), will specify the cabling type and its installation criteria and specifications. All connections to the existing RTU and level transducer at the West Tank, as well as any programming necessary, will be performed by SCS under the direction of the District. Developer shall reimburse the District for these costs.

(b) The RTU and power enclosure shall be relocated to the West Tank as part of the proposed Improvements. The District will contract directly with SCS and its electrical contractor to complete the relocation of the RTU to the West Tank site.

(c) Developer shall coordinate with Liberty Utilities to extend and install the required conduits and wiring needed to install a new 100-amp electrical service and electric meter to the West Tank site RTU location. The Developer is responsible for these costs.

(d) Developer shall reimburse the District for all parts and labor associated with the electrical contractor's scope of work and cost proposal dated March 4, 2021, which is attached as **Exhibit D**. The District will request an updated proposal and cost estimate from the electrical contractor prior to the start of construction. The Developer shall reimburse the District for the costs indicated in the updated proposal and cost estimate. The District will pay for the costs associated with Items 1 and 2 of the SCADA integration scope of work and cost proposal dated March 8, 2021, which is attached as **Exhibit E**. The District will request an updated proposal and cost estimate from SCS prior to the start of construction. The District will pay for the costs indicated in the updated proposal and cost estimate.

(e) An alternative plan to ensure uninterrupted communication between the RTU and the West Tank may be required based on the contractor's schedule of work and construction methods. The District may require that the RTU and power enclosure be relocated prior to the start of construction. This will be determined at or before the preconstruction meeting.

(f) The RTU shall remain in service at all times during construction.

**5.12 Water Service Locations.** Developer agrees to locate water service location so as to meet minimum pressure requirements pursuant to §64602, Title 22 California Code of Regulations. The District is responsible only for providing a minimum of 20 pounds per square inch (psi) pressure in the water main at the user service line. If additional pressure is required to serve the individual properties for supply of domestic or fire service, it shall be the responsibility of the property owner to install and maintain necessary pumping and storage systems for domestic and fire suppression water supply.

## **ARTICLE 6. EASEMENTS AND DEDICATIONS**

**6.1 Location of Existing Facilities.** Upon request by Developer, District shall promptly furnish Developer with District's current information concerning the location of existing District sewer and water facilities and easements necessary therefor on or adjacent to the Property. Such information provided by District shall be based upon District's best information and records but shall not be deemed a guarantee or warranty that the information as provided is correct or complete. Developer waives and releases District from any and all claims, demands, causes of action, damages and liabilities as may be suffered or incurred by Developer as a result of any act or omission of District in locating such facilities, except for as may arise out of District's negligence, fraud, or willful misconduct.

**6.2 Dedication.** Upon Completion of the Improvements in accordance with the approved plans and specifications and the expiration of any lien period applicable to construction thereof, Developer shall promptly execute and deliver to District conveyances and dedications transferring the Improvements and all easements, described in Section 6.3, below, to District, in a form and content acceptable to District, in District's reasonable discretion. All owners, lenders, mortgagees, encumbrancers, beneficiaries under deed of trust or other persons or entities holding a title or interest in and to the property subject of such conveyances or easements, shall consent to, join-in, or subordinate to execution of said conveyances, easements and the offer of dedication of the Improvements constructed pursuant to this Agreement. All of said conveyances or easements shall include a warranty by the Developer that the property transferred thereby is free of any lien, cloud, claim or encumbrance, as evidenced by a standard policy of Title Insurance (ALTA Form), acceptable to District and insuring District in at least the full amount of the cost of construction of the Improvements.

**6.3 Easements.** At its sole cost, Developer shall grant to, or obtain for, District all easements in compliance with District Ordinances and as determined during plan review, necessary for the construction, access, maintenance, repair, replacement and inspection of the Improvements which are the subject of this Agreement. Such easements shall be in a form and content acceptable to District, in District's reasonable discretion, and shall include provisions releasing District from any liability arising from the grantor's use, occupancy or improvement of

the real property, which is the subject of the easement and shall include access rights required for District's ingress and egress to the Improvements and a release of liability and indemnity of Developer for District's use of the easements.

6.4 **Acceptance**. Upon satisfaction of the terms and conditions of this Agreement, the completion by Developer of construction and installation of the Improvements in accordance with the approved plans and specifications and upon District's final inspection, which may include, but not necessarily be limited to, pressure testing or inspection of the Improvements by television camera or monitoring, installation of the security gate pursuant to Section 5.11, District shall place the issue of acceptance of the dedication for approval by its Board of Directors. At the hearing, District shall Approve and accept the dedication and easements offered by Developer, provided that the Improvements, which are the subject of the dedications, have been approved by District and found to be in conformance with the approved plans and inspections and further provided that Developer has complied with the terms and conditions of this Agreement. After Approval and acceptance, District shall operate and maintain the Improvements as part of District's System, and shall thereafter provide service to the Project in accordance with this Agreement and the duly adopted Ordinances, resolutions, policies, rates, charges and taxes fixed or established from time to time by District.

6.5 **Title Insurance for Dedications**. Developer shall provide to District, at Developer's expense, a standard policy or policies of title insurance (ALTA Form), joined in by all record title owners, lenders, secured parties or beneficiaries under mortgage or deed of trust, or otherwise as may be necessary for insuring District in reference to any grant, dedication, transfer or conveyance of any Property, Improvements, or easements, required or contemplated to be conveyed to District pursuant to this Agreement.

## **ARTICLE 7. NO PERMITS OR RIGHTS CONFERRED HEREBY**

7.1 **No Permits Issued**. Developer has applied to District for a water and sewer will serve for a planned residential subdivision. Accordingly, Developer has not been charged prior to the Effective Date by District nor has it paid District, any standard sewer or water connection fees for rights to District's Systems or to the Tahoe-Truckee Sanitation Agency (TTSA) facilities. Accordingly, execution of this Agreement does not constitute the issuance of permits for the



Project.

7.2 **Will Serve Commitment (Water).** In exchange for and upon Developer's conveyance of the Improvements, District shall be obligated to provide water service to the Project subject to District Ordinances that affect all customers of the District in effect at time of application for issuance of permits for the Project, and payment of all fees and charges applicable thereto.

7.3 **Water Supply Capacity.** The Developer, its successor or a subsequent purchaser must acquire a water service permit prior to construction. Water service permits are issued by District upon a first-come, first-served basis and only to the extent there is water supply capacity available. Permits will be issued only upon the availability of capacity and payment of all then applicable fees and charges and in accordance with and subject to all then applicable District rules, regulations, and ordinances that are applicable to all of District's customers.

7.4 **Will Serve Commitment (Sewer).** The land which is the subject of this Agreement is within the boundaries of District and, accordingly, District is obligated to provide sewer service subject to the availability of sewer capacity from TTSA. To the extent that sewage capacity is available, pursuant to criteria, rules and regulations of TTSA, District will issue to Developer, or to the successor in interest of Developer, sewer permit(s), provided that all applicable fees, charges and assessments then due to District and to the TTSA relative to the issuance of the sewer permit(s) are paid by the applicant.

7.5 **No Guarantee of Sewer Permit Availability.** Nothing contained herein shall be construed as a guarantee, reservation, or commitment by District that any sewer permit or connection rights will be available to any successor to Developer or purchaser or successor to purchaser of any individual lot of the Project. This situation is created by circumstances concerning sewage capacity which are entirely beyond the power of District for which District cannot be held responsible. Developer acknowledges, as does District, the responsibility of District as set forth above, to furnish sewer service if possible.

## ARTICLE 8. COSTS AND FEES

8.1 **Payment of Charges.** Developer shall pay to District, on or before the issuance of any permit by District for construction of a single-family residence and before commencement of construction of said residence, all Connection Charges, Fire Mitigation Fees, and such other charges established by District applicable to service for the residence.

8.2 **Tahoe Truckee Sanitation Agency (TTSA).** Developer shall pay to District, within thirty (30) days of receipt of an invoice payment from District, one hundred percent (100%) of TTSA connection fee per District and TTSA ordinances.

8.3 **Return of District and TTSA Fee.** Should Developer not begin construction of the Improvements and receive water and sewer connection permits within the term of the Agreement, or any extension thereof granted hereunder, District shall retain, as non-refundable, all connection fees imposed by District paid by Developer to District. If at such time District has paid over to the TTSA connection fees of that agency, paid by Developer to District, Developer shall seek repayment of such fees by application to the TTSA without recourse to District for the repayment of such connection fees.

8.4 **Professional Fees.** Developer shall pay to District, within thirty (30) days of receipt of demand for payment from District, all reasonable attorney's fees and costs incurred by District for the preparation, negotiation, execution, and Administration of this Agreement, as well as all reasonable staff, engineering fees and costs incurred by District in the review, modification, supervision, observation, and other activities incurred by the engineer of District regarding this Agreement and the Project contemplated hereunder.

8.5 **Security.** Developer has furnished the District with security for payment of the expenses it is to pay by depositing with District cash in the sum of Fifteen Thousand Dollars (\$15,000.00). The District requires an additional Thirty-Five Thousand Dollars (\$35,000.00) security be deposited prior to the start of construction. This will bring the total security to Fifty Thousand Dollars (\$50,000.00). Should Developer fail to pay District any charges billed to Developer or as otherwise required by this Agreement within thirty (30) days of billing, District may thereafter utilize the deposit for the payment in the amount of such past due charges. Should the funds available from said cash deposit be reduced to less than said amount at any time due to

payment to District demand, as set forth above, Developer shall restore the deposit to a minimum of Fifty Thousand Dollars (\$50,000.00). If Developer fails to do so, District shall not be required to provide service to the Project. District shall return any remaining deposit to Developer within thirty (30) days after acceptance of an Offer of Dedication of the Improvements.

## **ARTICLE 9. DEVELOPER'S GUARANTEE AND OBLIGATION FOR REPAIRS; SECURITY**

**9.1 Performance Security.** Prior to construction of any of the Improvements and during all such construction, the Developer or Developer's Contractor shall provide a Performance Bond, Letter of Credit, or Cash Escrow Deposit ("Security") with a sum of 100% of the estimated cost of the Improvements as determined by the Project civil engineer using Placer County worksheets. The estimated costs of the improvements shall include relocation of the RTU pursuant to Section 5.11. The Developer shall provide the estimated cost to construct the Improvements prior to the start of construction. The Developer shall maintain the Security at all times until the District accepts the Improvements. All bonds shall be issued by a company authorized to do surety business in the State of California upon its standard form, or other suitable form acceptable to the District. In the event the Security is in the form of a Cash Escrow Deposit, Developer may utilize the funds in said Cash Escrow Deposit for construction of the Improvements so long as the funds remaining in the Cash Escrow Deposit are equal to the costs of the outstanding Improvements not yet constructed and so long as it's with advance written approval from the District. Approval by the District will be determined based on Improvements completed and tested in accordance with the Improvement Plans and District, local, state, and federal standards Any such Cash Escrow Deposit shall be maintained by a commercial escrow agent or title company, upon such terms, conditions and instructions, acceptable to District, including the prior written approval for release of funds by District. District shall be designated as Payee/Beneficiary of said Cash Escrow Deposit to the extent necessary to assure completion of the Improvements.

**9.2 Guarantee of Improvements.** Developer shall warrant and guarantee the Improvements and the appurtenances, equipment and facilities thereto, and the materials and workmanship used and consumed in construction of the Improvements, for a period of two (2) years following Completion and acceptance of the Improvements by District, provided, however,

said year warranty shall not void any longer period of guarantee provided by any supplier, distributor or manufacturer of material or supplies used in the construction of the Improvements. Developer agrees to supply District with all warranty and guarantee documents relative to equipment, materials and supplies incorporated in the job, as guaranteed by suppliers, distributors or manufacturers before acceptance of an Offer of Dedication therefor.

**9.3 Maintenance Bond.** After completion of work and before acceptance by the District, a Maintenance Bond in the amount of 25% of the cost of the Improvements shall be provided to the District by the Developer. A cash deposit in an amount adequate to cover such guarantee may be provided. Such maintenance guarantee shall remain good for a period of two (2) year after acceptance by the District of the Improvements. All bonds shall be issued by a company authorized to do surety business in the State of California upon its standard form, or other suitable form acceptable to the District. Any such Maintenance Bond, Escrow Cash Deposit or Letter of Credit shall name District as Payee/Beneficiary with terms, conditions and instructions subject to the reasonable approval of District and shall provide direct payment to District upon its written demand to secure performance by Developer of its obligations pursuant to Sections 9.2 and 9.3 hereof.

**9.4 Developer's Obligation for Repairs.** For a period of two (2) years following acceptance by District of the Improvements, Developer or its successors in interest, at its sole cost, shall replace or repair and all defects in material or workmanship in said Improvements immediately upon demand by District. In the event Developer fails to commence such replacement or repair within fifteen (15) days after receipt of demand and thereafter to diligently prosecute such work to completion, District may, but shall not be obligated to, cause such work to be completed, and Developer, or its successor in interest, shall reimburse District for any costs or expense of such work within thirty (30) days after receipt of a statement therefor from District. If such payment is not received by District within thirty (30) days, District may collect such costs, interest, and expenses per its ordinances and regulations.

**9.5 Emergency Condition.** In the event that any such defect, as described above, has created an emergency condition to exist, as determined by the Placer County Public Health Officer or his representative, District shall make reasonable effort to give Developer notice of such

circumstance. If District is unable to immediately communicate such notice to Developer, or if Developer receives such notice and fails to immediately commence corrective work, District may cause such work as is necessary to eliminate or mitigate such emergency condition and accordingly charge and collect all costs and expenses so incurred by remitting proof thereto of the surety issuing bonding, as set forth in this Article 10 and/or recover such costs and expenses from Developer.

## **ARTICLE 10. INSURANCE AND INDEMNITY**

**10.1 Insurance.** At all times during the Term of this Agreement and prior to the start of construction, Developer or Developer's contractor shall obtain and continuously maintain a policy or policies of insurance as may be required by law, including worker's compensation insurance coverage and a comprehensive general liability policy, with public and property damage insurance coverage for bodily injury or death, property damage and personal injury liability with a limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence. Said policy shall also include, as may be available, coverage and endorsements for contamination and pollution coverage, including coverage for consequential damages arising therefrom, as well as for reparation and recovery costs. Said policy or policies shall be with reputable companies holding a "General Policy Holder's Rating" of A-, or better, with a size classification of no less than VII, as set forth in the most current issue of "Best's Insurance Guide." District shall be a named additional insured on all such policies, and Developer shall deliver to District copies of all policies of such insurance or certificates evidencing coverage. No such policy shall be canceled, cancelable nor subject to reduction of coverage, nor other modification or revision, except after thirty (30) days' prior written notice to District. Developer shall, within thirty (30) days prior to the expiration of such policies, furnish District with any and all renewals, certificates or evidence of extension of any and all such policies of insurance. In the event of the failure of Developer to do so, or in the event of lapse of coverage, by virtue of cancellation, termination or any other cause, District may procure and obtain the required insurance and charge the cost thereof to Developer, which amount shall be payable by Developer to District on demand. Developer covenants and agrees that it shall not do nor permit any act nor conduct nor omission which would invalidate the insurance policies required to be maintained by Developer pursuant hereto.

**10.2 Developer's Indemnity for Injury to Person or Property.** Developer shall indemnify, defend and hold District harmless from and on account of any and all claims, demands, losses, damages, injuries, causes of action, attorneys fees, cost of defense and liability arising from the death of or injury to any person or persons, including employees of Developer and its contractor or subcontractors, or from and on account of damage or destruction to any property (including loss of use thereof), caused by or resulting from the performance of work under or pursuant to this Agreement by Developer, its agents, servants, employees, or by the contractor or subcontractor, singular or several, employed by Developer or by the agent, servants or employees of any such contractor or subcontractor, either singular or several except due to the negligence or willful misconduct of District, its agents or employees.

**10.3 Developer's Hold Harmless.** Developer agrees to indemnify, defend and hold District harmless from and on account of any and all liability for claims, demands, causes of action, damages, reparative costs and fines, and injuries, including cost of defense and attorney's fees, resulting from, arising out of, or in any way attributable to the design, performance of work and of the Improvements and prior to acceptance of the easements and dedications by District, the use, maintenance, repair and operation of the Improvements installed and constructed by Developer pursuant to this Agreement except due to the negligence or willful misconduct of District, its employees, or agents. Developer shall be solely liable for the cost of all construction and prior to District's acceptance of the easements and dedications, for repairs and maintenance of the Improvements, Developer shall bear all risk of damage, liability, injury or death, and from all liens, claims, demands and costs, including for attorney's fees and for cost of defense arising from any claim, damage, loss or destruction to all or a part of the Improvements to be constructed and installed pursuant to this Agreement except due to the negligence or willful misconduct of District, its employees, or agents.

**10.4 Indemnity Against Third Party Challenge.** Developer shall indemnify, defend (with counsel selected by Developer) and hold District harmless from and on account or any and all third-Party claims, suits, actions or proceedings, including any and all judgments, damages, attorney's fees and costs, arising from, related to or for the purpose of challenging the execution

of this Agreement, the issuance of permits for sewer or water service for the Project.

## **ARTICLE 11. EVENT OF DEFAULT; REMEDIES; ATTORNEY'S FEES**

**11.1 Event of Default.** Subject to any extension of time as evidenced by the Parties' mutual consent in writing, and subject to the provisions of this Agreement regarding permitted delays, any failure by either Party to perform any material term or provision of this Agreement shall constitute an Event of Default, (i) if such defaulting Party does not cure such failure within thirty (30) days following notice of default from the other Party, where such failure is of a nature that can be cured within such thirty (30) day period or (ii) if such failure is not of a nature which can be cured within such thirty (30) day period, the defaulting Party does not within such thirty (30) day period commence substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Any notice of default given hereunder shall specify in detail the nature of the failure in performance which the noticing Party claims constitutes the Event of Default and the manner in which such Event of Default may be satisfactorily cured in accordance with the terms and conditions of this Agreement. During the time periods herein specified for cure of a failure of performance, the Party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or issuance of any building, water or sewer permit with respect to the Project.

**11.2 Developer Exclusive Remedies.** Upon the occurrence of an Event of Default by District, Developer shall have the sole and exclusive remedy to bring a proceeding in the nature of specific performance, injunctive relief or mandamus as may be permitted by laws or this Agreement. Developer waives, relinquishes, discharges and releases District from any and all rights, demands, damages, causes of action, including for loss of profits or investment return, caused, or occasioned by District as a result or of related to an actual or alleged Event of Default in consideration of the rights conferred to Developer pursuant to this Agreement. \_

**11.3 Waiver.** Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of an Event of Default shall be effective

or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such Event of Default. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time, other than any Event of Default and/or period of time specified in such express waiver. One or more written waivers of an Event of Default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent Event of Default, and the performance of the same or any other term or provision contained in this Agreement. Except as provided above, all of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

## **ARTICLE 12. TRANSFERS AND ASSIGNMENTS**

**12.1 Right to Assign.** Developer shall have the right to sell, assign or transfer this Agreement, and all of its rights, duties and obligations hereunder, to any person or entity at any time during the term hereof; provided, however, in no event shall the rights, duties and obligations conferred upon Developer pursuant to this Agreement be at any time so transferred or assigned, except through a transfer of the interest of Developer in the Property or a portion thereof. In the event of such transfer, Developer shall give notice to District disclosing therein the identity of the transferee and such transferee's address. To the extent that any term, condition, obligation or performance of Developer has not been completed nor performed to the satisfaction of District, Developer shall deliver to District the executed agreement and acknowledgment of any such transferee or assignee to be bound by and to perform all terms, conditions and promises as set forth in this Agreement and any addenda or modifications hereto. Said transferee or assignee shall further agree to be jointly and severally liable and responsible for any and all guarantee or warranty obligations relating to the Improvements, as set forth in this Agreement.

**12.2 Covenants Run With the Land.** All of the provisions, agreements, rights, powers, standards, terms, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise), transferees, assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or



any portion thereof, or any interest therein, whether by operation of laws or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, but not limited to, Section 1460 of the *Civil Code* of California. Each covenant to do or refrain from doing some act on the property hereunder, or with respect to any District owned property is for the benefit of such property and is a burden upon such properties, runs with such properties, is binding upon each such property and each successive owner during its ownership of such properties or portions thereof, and each person having any interest therein derived in any manner through any owner of such properties, or any portion thereof, shall benefit each Party and its property hereunder and each person succeeding to an interest in such properties.

### **ARTICLE 13. AMENDMENT AND TERMINATION**

13.1 **Amendment or Cancellation.** This Agreement may be canceled, modified or amended only by mutual consent of the Parties in writing.

13.2 **No Reimbursement of Fees or Costs.** In the event of any lawful cancellation by District pursuant to the terms of this Agreement, there shall be no refund whatsoever of any and all fees or costs which have been paid by Developer to District or which are due by Developer to District under the terms of this Agreement.

## ARTICLE 14. NOTICES

14.1 **Procedure**. Any notice to either Party shall be in writing and given by delivering the same to such Party in person or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the Party's mailing address. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

DISTRICT: Olympic Valley Public Service District  
Post Office Box 2026  
Olympic Valley, CA 96146  
Attn: Mike Geary, General Manager

DEVELOPER: Jennifer Rosser  
Developer's Agent  
1175 Del Monte Lane  
Reno, NV 89511

Either Party may change its mailing address at any time by giving written notice of such change to the other Party at least ten (10) days prior to the date such change is effected. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on a return receipt.

## ARTICLE 15. MISCELLANEOUS; CONCLUDING PROVISIONS

15.1 **Negation of Partnership**. The Parties specifically acknowledge that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer, the affairs of District, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any Person who is not a Party, unless expressly otherwise provided.

15.2 **Exhibits**. Any Exhibits to which reference is made herein are deemed incorporated into this Agreement in their entirety by reference hereto.

15.3 **Entire Agreement**. This Agreement and any addendum, executed contemporaneously herewith, contain the entire Agreement between the Parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein. This Agreement shall supersede any and all prior Agreements with respect to the subject matter hereof.

15.4 **Construction of Agreement**. The provisions of this Agreement and the Exhibits hereto and such memoranda shall be construed as a whole according to their common meaning and not strictly for or against any Party and consistent with the provisions hereof, in order to achieve the objectives and purpose of the Parties hereunder. The captions preceding the text of each Article, Section, subsection and Index hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa.

15.5 **Mitigation of Damages**. In all situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party. Each Party shall take all necessary measures to effectuate the provisions of this Agreement.

15.6 **Further Assurances; Covenant to Sign Documents**. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings, that may be necessary or proper to achieve the purposes and objectives of this Agreement.

15.7 **California Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

15.8 **Amendment**. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change may be sought.

15.9 **Binding Effects**. The terms, covenants and conditions of this Agreement shall run with the Property pursuant to *California Civil Code* section 1471 and shall be binding upon and

inure to the benefit of and be enforceable by the Parties hereto and their respective legal representatives, transferees, successors, associations and assigns.

15.10 **Severability**. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the validity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement herein contained. Nothing herein contained shall be deemed to limit, restrict, or modify any right, duty or obligation given, granted or imposed upon District by the laws of the State of California now in effect, or hereafter adopted, nor limit or restrict the power or authority of District, including the enactment of any rules, regulations, resolutions, policies, or ordinances, and in the event that any part of the provisions herein contained in this Agreement or incorporated herein, be found to be illegal or unconstitutional by a court of competent jurisdiction, such finding shall not affect the remaining parts, portions or provisions hereof.

15.11 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

15.12 **Time**. Time is of the essence of this Agreement and of each and every term and condition hereof.

15.13 **Party**. The word “Party” or “Parties” means District and/or Developer as the context may require.

15.14 **Mutual Intentions**. District and Developer intend by this Agreement hereinafter set forth, subject to its terms, conditions, and covenants, to determine the rights and obligations of the parties hereto in the matter of the issuance of permits, all as more fully set forth herein.

15.15 **Authority to Bind**. Developer warrants and represents to District that the undersigned are the duly authorized representatives of the Parties hereto and that each signatory is duly authorized and empowered to enter into this Agreement and execute it on behalf of its principal.

15.16 **Third Parties**. Developer and District intend that this Agreement is entered into solely between those two Parties and shall only be enforceable by either Developer or District.

Developer and District do not intend to confer any benefits or expectations on any person or entity not a Party hereto and no person or entity not a party hereto shall act in reliance on or have any legal right to act to enforce any of the provisions contained herein.

15.17 **Force Majeure**. As used in this Agreement, "Force Majeure" shall mean if the performance of any act required by this Agreement to be performed by either party is prevented or delayed due to causes not reasonably foreseeable and controllable by the party required to perform despite the continuing due diligence and reasonable efforts of the party required to perform, including without limitation, delay due to strikes, lockouts, inclement or prohibitive weather, natural disasters, government regulation or action or inaction, acts of god, epidemics, pandemics, shortages of supplies, and delay attributable to actions of the other party, or any other similar cause, (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

IN WITNESS WHEREOF, District and Developer have executed this Agreement on the date s set forth below.

**DISTRICT:**

OLYMPIC VALLEY PUBLIC SERVICE DISTRICT,  
a public entity

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dale Cox, President, Board of Directors

Dated: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Jessica Asher, Secretary, Board of Directors

**DEVELOPER:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
JULIE S. CARVILLE, Trustee of the Julie S. Carville  
Trust, dated December 18, 1997

Dated: \_\_\_\_\_

\_\_\_\_\_  
PHILIP P. CARVILLE, Trustee of the Carville Family  
trust dated December 10, 2003

Dated: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL P. CARVILLE

## **EXHIBIT A**

(Legal Description of the Julie Carville Property)

[see following page(s)]

## **Exhibit "A"**

### **Legal Description**

The land described herein is situated in the State of California, County of Placer, unincorporated area, described as follows:

**Parcel One:**

All that portion of the 10.6 acre+/- Carville Parcel vested in Julie S. Carville, Trustee of the Julie S. Carville Trust dated December 18, 1997 as to 25% and Phillip P Carville, Trustee of the Carville Family Trust dated December 10, 2003 as to 25% and Michael P. Carville, a married man, as his sole and separate property as to 25% and Jennifer A. (Carville) Rosser, an unmarried woman as her sole and separate property as to 25%, being described in Document No. 2011-0029710, Official Record of Placer County, located in Section 30, Township 16 North, Range 16 East, M. D. B. M., Olympic Valley, Placer County, California and described as follows:

Beginning at a point on the easterly line of the above described lands of Carville and from said point the northeasterly corner of said lands of Carville bears North 00° 10' 14" East along said Easterly line for a distance of 17.45 feet; thence from said point of beginning, South 00° 10' 14" West along said Easterly line for a distance of 394.99 feet; thence leaving said Easterly line for the following four (4) consecutive courses and distances:

1. along the arc of a non-tangent curve to the right, having a radius of 740.00 feet, a central angle of 11° 10' 36", a length of 144.35 feet, and a chord bearing North 75° 10' 36" West for a distance of 144.12 feet,
2. North 13° 34' 13" East for a distance of 298.78 feet,
3. along the arc of a non-tangent curve to the left, having a radius of 650.00 feet, a central angle of 00° 29' 09", a length of 5.51 feet, and a chord bearing North 53° 43' 51" East for a distance of 5.51 feet and
4. North 45° 40' 24" East for a distance of 92.20 feet to the Point of Beginning.

**Parcel Two:**

Together with a reciprocal access easement for ingress, egress, utility, and drainage purposes including rights over, on, under, and across all that real property described as follows:

A strip of land having a right angle width of twenty (20.00) feet, lying ten (10.00) feet on each side of the following described centerline:

Beginning at the point of intersection of the centerline of the access and utility easement as described in the Grant of Access and Utility Easement, recorded in Document No. 92-076485, Official Records of Placer County, and the Easterly line of the above described lands of Carville and from said point the Northeasterly corner of said lands of Carville bears North 00° 10' 14" East along said Easterly line for a distance of 262.29 feet; thence from said point of beginning, along said centerline of the access and utility easement, for the following thirteen (13) consecutive courses and distances:

1. North 38° 23' 39" West for a distance of 36.49 feet,
2. North 48° 21' 52" West for a distance of 36.82 feet,
3. North 58° 51' 09" West for a distance of 35.67 feet,
4. North 78° 05' 35" West for a distance of 42.54 feet,
5. North 89° 16' 49" West for a distance of 58.88 feet,
6. North 75° 02' 34" West for a distance of 43.80 feet,



7. North 59° 10' 50" West for a distance of 45.51 feet,
8. North 47° 26' 54" West for a distance of 58.90 feet,
9. North 50° 02' 43" West for a distance of 50.24 feet,
10. North 57° 25' 37" West for a distance of 25.90 feet,
11. North 87° 31' 45" West for a distance of 20.85 feet,
12. South 37° 27' 12" West for a distance of 18.90 feet and
13. South 19° 17' 07" West for a distance of 24.90 feet to the terminus of this easement.

The sidelines of this easement shall be lengthened or shortened to terminate at the Easterly line of the above described lands of Carville.

Parcel Three:

Also together with an easement for road and utility purposes over the following described property:

A strip of land 50 feet in width, lying 25 feet on each side of the following described center line:

Beginning at the point of intersection of the center line of Washoe Drive at its Westerly extremity and the Westerly boundary line of Squaw Valley Estates Subdivision No. 1 as shown upon map of Squaw Valley Estates Subdivision No. 1 recorded in Map Book "E", at Page 47, in the Office of the Recorder of the County of Placer, State of California; thence, along said center line of Washoe Drive extended Northwesterly North 43° 06' West 21.05 feet, more or less, to its intersection with section line between Sections 29 and 30, Township 16 North, Range 16 East,

Being a portion of the Southwesterly Quarter of Section 29, Township 16 North, Range 16 East, M. D. B. M.

APN: 096-540-020-000

## **EXHIBIT B**

(Legal Description of the Philip Carville Property)

[see following page(s)]

## **Exhibit "B"**

### **Legal Description**

The land described herein is situated in the State of California, County of Placer, unincorporated area, described as follows:

Parcel One:

All that portion of the 10.6 acrt+/- Carville Parcel vested in Julie S. Carville, Trustee of the Julie S. Carville Trust dated December 18, 1997 as to 25% and Phillip P Carville, Trustee of the Carville Family Trust dated December 10, 2003 as to 25% and Michael P. Carville, a married man, as his sole and separate property as to 25% and Jennifer A. (Carville) Rosser, an unmarried woman as her sole and separate property as to 25%, being described in Document No. 2011-0029710, Official Record of Placer County, located in Section 30, Township 16 North, Range 16 East, M. D. B. & M, Olympic Valley, Placer County, California and described as follows:

Beginning at a point lying in the above described lands of Carville and from said point the northeasterly comer of said lands of Carville bears the following three (3) consecutive courses and distances:

1. along the arc of a curve to the left, having a radius of 650.00 feet, a central angle of 00° 29' 09", a length of 5.51 feet, and a chord bearing North 53° 43' 51" East for a distance of 5.51 feet,
2. North 45° 40' 24" East for a distance of 92.20 feet to a point on the easterly line of said lands of Carville and
3. North 00° 10' 14" East along said easterly line for a distance of 17.45 feet;

thence from said Point of Beginning, the following three (3) consecutive courses and distances:

1. South 13° 34' 13" West for a distance of 298.78 feet,
2. along the arc of a non-tangent curve to the right, having a radius of 740.00 feet, a central angle of 09° 28' 39", a length of 122.40 feet, and a chord bearing North 64° 50' 59" West for a distance of 122.27 feet and
3. North 09° 36' 57" East for a distance of 167.06 feet to a point on the Northerly line of the access and utility easement as described in the Grant of Access and Utility Easement, recorded in Document No. 92-076485, Official Records of Placer County; thence along said Northerly line for the following three (3) consecutive courses and distances:

1. North 59° 10' 50" West for a distance of 39.66 feet,
2. North 47° 26' 54" West for a distance of 58.10 feet and
3. North 50° 02' 43" West for a distance of 21.23 feet;

thence leaving said Northerly line for the following four (4) consecutive courses and distances:

1. North 41° 55' 54" East for a distance of 47.62 feet,
2. along the arc of a non-tangent curve to the left, having a radius of 850.00 feet a central angle, of 07° 22' 53", a length of 109.51 feet, and a chord bearing South 51° 28' 27" East for a distance of 109.43 feet,
3. along the arc of a compound curve to the left, having a radius of 68.00 feet, a central angle of 65° 00' 46", a length of 77.16 feet, and a chord bearing South 87° 40' 17" East for a distance of 73.09 feet and
4. along the arc of a compound curve to the left, having a radius of 650.00 feet, a central angle of 05° 50' 54", a length of 66.35 feet, and a chord bearing North 56° 53' 53" East for a distance of 66.32 feet to the Point of Beginning.

Together with a reciprocal access easement for ingress, egress, utility, and drainage purposes including rights over, on, under, and across all that real property described as follows:

A strip of land having a right angle width of twenty (20.00) feet, lying ten (10.00) feet on each side of the following described centerline:

Beginning at the point of intersection of the centerline of the access and utility easement as described in the Grant of Access and Utility Easement, recorded in Document No. 92-076485, Official Records of Placer County, and the Easterly line of the above described lands of Carville and from said point the Northeasterly corner of said lands of Carville bears North 00° 10' 14" East along said Easterly line for a distance of 262.29 feet; thence from said point of beginning, along said centerline of the access and utility easement, for the following thirteen (13) consecutive courses and distances:

1. North 38° 23' 39" West for a distance of 36.49 feet,
2. North 48° 21' 52" West for a distance of 36.82 feet,
3. North 58° 51' 09" West for a distance of 35.67 feet,
4. North 78° 05' 35" West for a distance of 42.54 feet,
5. North 89° 16' 49" West for a distance of 58.88 feet,
6. North 75° 02' 34" West for a distance of 43.80 feet,
7. North 59° 10' 50" West for a distance of 45.51 feet,
8. North 47° 26' 54" West for a distance of 58.90 feet,
9. North 50° 02' 43" West for a distance of 50.24 feet,
10. North 57° 25' 37" West for a distance of 25.90 feet,
11. North 87° 31' 45" West for a distance of 20.85 feet,
12. South 37° 27' 12" West for a distance of 18.90 feet and
13. South 19° 17' 07" West for a distance of 24.90 feet to the terminus of this easement.

The sidelines of this easement shall be lengthened or shortened to terminate at the Easterly line of the above described lands of Carville.

Parcel Two:

Together with a reciprocal access easement for ingress, egress, utility, and drainage purposes including rights over, on, under, and across all that real property described as follows:

A strip of land having a right angle width of twenty (20.00) feet, lying ten (10.00) feet on each side of the following described centerline:

Beginning at the point of intersection of the centerline of the access and utility easement as described in the Grant of Access and Utility Easement, recorded in Document No. 92-076485, Official Records of Placer County, and the Easterly line of the above described lands of Carville and from said point the Northeasterly corner of said lands of Carville bears North 00° 10' 14" East along said Easterly line for a distance of 262.29 feet; thence from said point of beginning, along said centerline of the access and utility easement, for the following thirteen (13) consecutive courses and distances:

1. North 38° 23' 39" West for a distance of 36.49 feet,
2. North 48° 21' 52" West for a distance of 36.82 feet,
3. North 58° 51' 09" West for a distance of 35.67 feet,
4. North 78° 05' 35" West for a distance of 42.54 feet,
5. North 89° 16' 49" West for a distance of 58.88 feet,
6. North 75° 02' 34" West for a distance of 43.80 feet,
7. North 59° 10' 50" West for a distance of 45.51 feet,
8. North 47° 26' 54" West for a distance of 58.90 feet,
9. North 50° 02' 43" West for a distance of 50.24 feet,

10. North 57° 25' 37" West for a distance of 25.90 feet,
11. North 87° 31' 45" West for a distance of 20.85 feet,
12. South 37° 27' 12" West for a distance of 18.90 feet and
13. South 19° 17' 07" West for a distance of 24.90 feet to the terminus of this easement.

The sidelines of this easement shall be lengthened or shortened to terminate at the Easterly line of the above described lands of Carville.

Parcel Three:

A strip of land 50 feet in width, lying 25 feet on each side of the following described center line:

Beginning at the point of intersection of the center line of Washoe Drive at its Westerly extremity and the Westerly boundary line of Squaw Valley Estates Subdivision No. 1 as shown upon map of Squaw Valley Estates Subdivision No. 1 recorded in Map Book "E", at Page 47, in the Office of the Recorder of the County of Placer, State of California; thence, along said center line of Washoe Drive extended Northwesterly North 43° 06' West 21.05 feet, more or less, to its intersection with section line between Sections 29 and 30, Township 16 North, Range 16 East,

Being a portion of the Southwesterly Quarter of Section 29, Township 16 North, Range 16 East, M. D. B. M.

APN: 096-540-019-000

## **EXHIBIT C**

(Legal Description of the Michael Carville Property)

[see following page(s)]

## Exhibit "C"

### Legal Description

The land described herein is situated in the State of California, County of Placer, unincorporated area, described as follows:

Parcel One:

All that portion of the 10.6 acre+/- Carville Parcel vested in Julie S. Carville, Trustee of the Julie S. Carville Trust dated December 18, 1997 as to 25% and Phillip P Carville, Trustee of the Carville Family Trust dated December 10, 2003 as to 25% and Michael P. Carville, a married man, as his sole and separate property as to 25% and Jennifer A. (Carville) Rosser, an unmarried woman as her sole and separate property as to 25%, being described in Document No. 2011- 0029710, Official Record of Placer County, located in Section 30, Township 16 North, Range 16 East, M. D. B. & M., Olympic Valley, Placer County, California and described as follows:

Beginning at a point lying in the above described lands of Carville and from said point the Northeasterly corner of said lands of Carville bears the following five (5) consecutive courses and distances:

1. along the arc of a curve to the left, having a radius of 850.00 feet, a central angle of 07° 22' 53", a length of 109.51 feet, and a chord bearing South 51° 28' 27" East for a distance of 109.43 feet,
2. along the arc of a compound curve to the left, having a radius of 68.00 feet, a central angle of 65° 00' 46", a length of 77.16 feet, and a chord bearing South 87° 40' 17" East for a distance of 73.09 feet,
3. along the arc of a compound curve to the left, having a radius of 650.00 feet, a central angle of 6° 20' 03", a length of 71.86 feet, and a chord bearing North 56° 39' 18" East for a distance of 71.82 feet
4. North 45° 40' 24" East for a distance of 92.20 feet to a point on the Easterly line of said lands of Carville and
5. North 00° 10' 14" East along said Easterly line for a distance of 17.45 feet;

thence from said point of beginning, South 41° 55' 54" West for a distance of 47.62 feet to a point on the Northerly line of the access and utility easement as described in the Grant of access and Utility Easement, recorded in Document No. 92-076485, Official Records of Placer County; thence along said Northerly line for the following three (3) consecutive courses and distances:

1. South 50° 02' 43" East for a distance of 21.23 feet,
2. South 47° 26' 54" East for a distance of 58.10 feet and
3. South 59° 10' 50" East for a distance of 39.66 feet,

thence leaving said Northerly line for the following seven (7) consecutive courses and distances:

1. South 09° 36' 57" West for a distance of 167.06 feet,
2. along the arc of a non-tangent curve to the right, having a radius of 740.00 feet, a central angle of 21° 14' 47", a length of 274.41 feet, and a chord bearing North 49° 29' 16" West for a distance of 272.84 feet,
3. along the arc of a compound curve to the right, having a radius of 165.00 feet, a central angle of 33° 37' 30", a length of 96.83 feet, and a chord bearing North 22° 03' 07" West for a distance of 95.45 feet,
4. along the arc of a compound curve to the right, having a radius of 85.00 feet, a central angle of 38° 24' 24", a length of 56.98 feet, and a chord bearing North 13° 57' 50" East for a distance of 55.92 feet,
5. South 88° 03' 01" East for a distance of 153.03 feet,
6. South 45° 58' 34" East for a distance of 33.17 feet and

7. along the arc of a tangent curve to the left, having a radius of 850.00 feet, a central angle of 01° 48' 27", a length of 26.81 feet, and a chord bearing South 46° 52' 47" East for a distance of 26.81 feet to the point of beginning.

Together with a reciprocal access easement for ingress, egress, utility, and drainage purposes including rights over, on, under, and across all that real property described as follows:

A strip of land having a right angle width of twenty (20.00) feet, lying ten (10.00) feet on each side of the following described centerline:

Beginning at the point of intersection of the centerline of the access and utility easement as described in the Grant of Access and Utility Easement, recorded in Document No. 92-076485, Official Records of Placer County, and the Easterly line of the above described lands of Carville and from said point the Northeasterly corner of said lands of Carville bears North 00° 10' 14" East along said Easterly line for a distance of 262.29 feet; thence from said point of beginning, along said centerline of the access and utility easement, for the following thirteen (13) consecutive courses and distances:

1. North 38° 23' 39" West for a distance of 36.49 feet,
2. North 48° 21' 52" West for a distance of 36.82 feet,
3. North 58° 51' 09" West for a distance of 35.67 feet,
4. North 78° 05' 35" West for a distance of 42.54 feet,
5. North 89° 16' 49" West for a distance of 58.88 feet,
6. North 75° 02' 34" West for a distance of 43.80 feet,
7. North 59° 10' 50" West for a distance of 45.51 feet,
8. North 47° 26' 54" West for a distance of 58.90 feet,
9. North 50° 02' 43" West for a distance of 50.24 feet,
10. North 57° 25' 37" West for a distance of 25.90 feet,
11. North 87° 31' 45" West for a distance of 20.85 feet,
12. South 37° 27' 12" West for a distance of 18.90 feet and
13. South 19° 17' 07" West for a distance of 24.90 feet to the terminus of this easement.

The sidelines of this easement shall be lengthened or shortened to terminate at the Easterly line of the above described lands of Carville.

Parcel Two:

Together with a reciprocal access easement for ingress, egress, utility, and drainage purposes including rights over, on, under, and across all that real property described as follows:

A strip of land having a right angle width of twenty (20.00) feet, lying ten (10.00) feet on each side of the following described centerline:

Beginning at the point of intersection of the centerline of the access and utility easement as described in the Grant of Access and Utility Easement, recorded in Document No. 92-076485, Official Records of Placer County, and the Easterly line of the above described lands of Carville and from said point the Northeasterly corner of said lands of Carville bears North 00° 10' 14" East along said Easterly line for a distance of 262.29 feet; thence from said point of beginning, along said centerline of the access and utility easement, for the following thirteen (13) consecutive courses and distances:

1. North 38° 23' 39" West for a distance of 36.49 feet,
2. North 48° 21' 52" West for a distance of 36.82 feet,



3. North 58° 51' 09" West for a distance of 35.67 feet,
4. North 78° 05' 35" West for a distance of 42.54 feet,
5. North 89° 16' 49" West for a distance of 58.88 feet,
6. North 75° 02' 34" West for a distance of 43.80 feet,
7. North 59° 10' 50" West for a distance of 45.51 feet,
8. North 47° 26' 54" West for a distance of 58.90 feet,
9. North 50° 02' 43" West for a distance of 50.24 feet,
10. North 57° 25' 37" West for a distance of 25.90 feet,
11. North 87° 31' 45" West for a distance of 20.85 feet,
12. South 37° 27' 12" West for a distance of 18.90 feet and
13. South 19° 17' 07" West for a distance of 24.90 feet to the terminus of this easement.

The sidelines of this easement shall be lengthened or shortened to terminate at the Easterly line of the above described lands of Carville.

Parcel Three:

A strip of land 50 feet in width, lying 25 feet on each side of the following described center line:

Beginning at the point of intersection of the center line of Washoe Drive at its Westerly extremity and the Westerly boundary line of Squaw Valley Estates Subdivision No. 1 as shown upon map of Squaw Valley Estates Subdivision No. 1 recorded in Map Book "E", at Page 47, in the Office of the Recorder of the County of Placer, State of California; thence, along said center line of Washoe Drive extended Northwesterly North 43° 06' West 21.05 feet, more or less, to its intersection with section line between Sections 29 and 30, Township 16 North, Range 16 East,

Being a portion of the Southwesterly Quarter of Section 29, Township 16 North, Range 16 East, M. D. B. M.

APN: 096-540-018-000

## **EXHIBIT D**

(Creekside Electrical Contractors, Inc. Scope of Work and Cost Proposal for RTU Relocation)

[see following page(s)]

# **Creekside Electrical Contractors, Inc.**

3059 Airport Road Carson City, Nevada 89706

Ph: (775) 841-5558 Fax: (775) 841-5565

**NV Lic. #50401 CA Lic. #915754 NVDBE #01193UPCN**

**DIR# 1000016544**

<b>Confidential Proposal</b>
------------------------------

Date: March 4, 2021

Project: Olympic Valley PSD West Tank RTU Relocation

Estimating Department,

Creekside Electrical Contractors, Inc. hereby proposes to furnish the electrical installation for the above referenced project as outlined below.

Addendums Noted: None

Bid Item #1: Electrical and Controls \$14,397.00

**Clarifications & Inclusions:**

1. Furnish, coordinate and install Liberty Energy sweep and riser to new meter/main panel at new RTU location. Liberty Energy conduit to be provided by others within 5' of new location.
2. Furnish and install new 100A 240/120V 1 Phase meter/main panel with circuit breakers.
3. Furnish and install new galvanized strut support rack for meter/main, RTU and battery box.
4. Furnish and install new conduit, fittings, wire/cable and supports from RTU to tank instruments, provided by Sierra Controls.
5. Provide installation of RTU & battery enclosure, provided by Sierra Controls, on strut support rack.
6. Provide antenna mast, weatherhead, cable and supports for Sierra Controls provided antenna.
7. Provide disconnect of existing RTU power and control once new RTU is operational.
8. Furnish and install one WP GFI convenience outlet at RTU rack.

**Exclusions:**

1. Payment and Performance Bonds (available at additional cost, 2%).
2. Excavation, Backfill, and Bedding.
3. Permit, Utility and Engineering Fees.
4. RTU, Battery Box, Intrusion Alarm, Tank Level Transducer, Floats, Antenna.
5. Painting and Coating.
6. Core Drilling, Concrete/ Asphalt Sawing and Patching.
7. Two Concrete Post Supports for RTU Rack (6" diameter x 36" deep approx.).

This proposal is firm for sixty (60) days. We are a Union and certified NVDBE company with a bid limit of \$1.6 million per project. Should you have any questions, do not hesitate to contact our office.

Regards,

*Jim Andrews*

Estimator

## **EXHIBIT E**

(Sierra Controls, LLC. Scope of Work and Cost Proposal for RTU Relocation)

[see following page(s)]



# SIERRA CONTROLS, LLC

## PROPOSAL

Sierra Controls, LLC

5470 Louie Lane Ste. 104

Reno, NV 89511

(775) 236-3350

Quote / Project #: 21-6554

Date : 3/8/2021

Project Mgr.: Bob Rhees

Estimator: Budgetary Only

To: Olympic Valley PSD

Attention: Dave Hunt

Project: West Tank Pedestal Relocation - Budgetary Estimate

Sierra Controls LLC (SC) is pleased to provide this budgetary proposal for Olympic Valley PSD in support of the West Tank Pedestal Relocation - Budgetary Estimate.

This proposal includes budgetary numbers for the relocation of the RTU currently comprised of the West Tank RTU Pedestal. All existing major equipment is to be reused and installed in a new wall mount style NEMA 4 enclosure that will be mounted on a new powered equipment rack (provided by others) in the vicinity of the tank.

Item #	Description	Quantity	Unit Price	Est. Tax	Line Total
Item 1	Materials	1	\$ 3,602.00	\$ 261.15	\$ 3,863.15

**Pricing Includes:**

Budgetary Figures for Materials required for new enclosure and supporting equipment for re-used items such as PLC, OIT, Radio, Ethernet Switch, and Antenna.

Item 2	Professional Services and Installation	1	\$ 4,319.00	\$ 36.25	\$ 4,355.25
--------	--	---	-------------	----------	-------------

**Pricing Includes:**

Budgetary Figures for Mobilization, Travel, Installation, Start Up, Commissioning, As-Built Drawings.

Item 3	Temporary Solar (Optional)	1	\$ 2,882.00	\$ 196.24	\$ 3,078.24
--------	----------------------------	---	-------------	-----------	-------------

**Pricing Includes:**

Budgetary Figures for Optional Installation (parts and labor) of temporary 24VDC power system including solar panel, solar charger, breakers, fuses, and panel mount. This would provide power to the RTU during construction in lieu of AC power cable over ground from old RTU.

	Price	Est. Tax	Total Price
Project Total:	\$ 10,803.00	\$ 493.64	\$ 11,296.64

### Notes & Disclaimers:

**Power:** Engineering Design of RTU based upon 120v power either existing or provided by others, U.N.O. All other power to be provided by others as required by project.

**Enclosure:** RTU enclosure shall be provided by SC and delivered to the Electrical contractor for installation at the site. The backpanel and mounted components shall remain in the custody of SC until time of install and terminations.

**Conduit & Wire:** All conduit, wire pulls and wire labeling to be provided and installed by others. Existing wiring to be in good working order or be replaced by others.

**Existing Conditions:** Proposal is based upon the presumption that all existing programs, hardware, and controls are complete and functional. Additional programming, hardware or adjustments required by SC to fix / modify existing programming or PCIS / SCADA SYSTEM outside of the scope of this agreement to be billed on a T&M basis.

**Additional T&M Work:** This proposal represents the complete scope of work to be performed by SC. Any additional requirements, specifications or construction details outside of this proposal are not included and will be billed on a T&M basis as mutually agreed upon by all parties.

**Wage Rates:** Pricing is based upon Standard Prevailing Wage Requirements for on-site labor. Client to notify SC prior to the beginning of work of all Prevailing Wage requirements for on-site installation.

**Mobilization:** Pricing based upon (2) mobilizations for (1) Field Engineer for a total of (10) man-hours (including travel).

**Warranty:** All equipment manufactured by SC to be under a Limited (1) Year Warranty based upon SC Standard Warranty Terms & Conditions beginning at the time of installation or delivery to client (Whichever comes first) unless noted otherwise. Additional Terms & Conditions apply. SC will provide complete warranty terms and conditions upon request. Extended warranties available upon request.

**RESOLUTION 2021-26**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE OLYMPIC VALLEY PUBLIC SERVICE DISTRICT  
APPROVING AND AUTHORIZING EXECUTION OF THE  
WATER AND SEWER SERVICE AGREEMENT AND THE MEMORANDUM OF AGREEMENT  
FOR THE ROSSER-CARVILLE PROPERTY RESIDENTIAL SUBDIVISION PROJECT**

**WHEREAS**, Julie S. Carville, Philip P. Carville, and Michael P. Carville (hereinafter referred to as "Developer"), are planning the development of three (3) residential lots in a planned residential development upon APNs 096-540-018, 096-540-019, and 096-540-020, Washoe Drive, Olympic Valley, California (the "Project");

**WHEREAS**, the Administrative Code of the OLYMPIC VALLEY PUBLIC SERVICE DISTRICT authorizes District to enter into Water and Sewer Service Agreements in connection with the development of real property within its jurisdiction by qualified applicants with a requisite legal or equitable interest in the real property, and

**WHEREAS**, the Board of Directors has reviewed the Water and Sewer Service Agreement prepared for signature of Developer and District and considered the recommendations of Staff;

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

1. The Board of Directors of the District hereby approves the Water and Sewer Service Agreement for said Project, as attached hereto and incorporated herein.
2. The Board President is hereby authorized to sign the Water and Sewer Service Agreement and the related Memorandum of Agreement, a copy of which is additionally attached hereto and incorporated herein, on behalf of the District.
3. The Board Secretary is authorized and directed to cause said Memorandum of Agreement and this Resolution to be duly recorded in the Office of the Recorder of Placer County, California.

PASSED AND ADOPTED this 26<sup>th</sup> day of October 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Dale Cox, Board President

ATTEST:

\_\_\_\_\_  
Jessica Asher, Board Secretary

**RECORDING REQUEST BY:**

**WHEN RECORDED MAIL TO:**

Olympic Valley Public Service District  
Attn: Board Secretary  
Post Office Box 2026  
Olympic Valley, CA 96146

**Exempt from recording fees pursuant to  
Government Code 6103 and 27383**

---

(Space Above for Recorder's Use)

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**OLYMPIC VALLEY PUBLIC SERVICE DISTRICT**

**AND**

**JULIE S. CARVILLE, PHILIP P. CARVILLE, AND MICHAEL P. CARVILLE**

**ROSSER-CARVILLE PROPERTY RESIDENTIAL SUBDIVISION PROJECT**

**WATER AND SEWER SERVICE AGREEMENT**

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Memorandum"), is dated as of this \_\_\_\_ day of \_\_\_\_\_, 2021, and is by and between Julie S. Carville, Trustee of the Julie S. Carville Trust dated December 18, 1997; Philip P. Carville, Trustee of the Carville Family Trust dated December 10, 2003; and Michael P. Carville (hereinafter collectively named "Developer"), and the Olympic Valley Public Service District, a body politic organized under the Water Code (the "District").

### RECITALS

- A. On October 26, 2021, Developer and the District entered into a Water and Sewer Service Agreement (the "Agreement") setting forth various rights and responsibilities of each Party related to the District's provision of water and sewer service to Developer's project known as Rosser-Carville Property Residential Subdivision (the "Project"). The Project was approved by Placer County, which issued Conditional Certificates of Compliance (PLN16-00050, PLN16-00050, and PLN15-00362).
- B. In the Agreement, Developer agreed to various provisions and performances affecting its land described in Exhibit "A", Exhibit "B", and Exhibit "C", attached hereto and incorporated herein by reference (the "Property"), as a condition to District's obligation to provide water and sewer service to its proposed three (3) residential lots as part of a residential subdivision on Developer's Property. The Agreement addresses the covenants, terms, and conditions, including the conveyance of easements and dedication of facilities to the District in connection with its agreement to provide water and sewer service to the Property.
- C. Developer and the District desire to record this Memorandum of Agreement to impart and to give notice of the terms, covenants, and conditions of the Agreement and to assure its binding effect upon Developer's successors, grantees, transferees, and assigns in the Property, who shall be bound thereby, and to assure that such covenants, terms, and conditions shall run with the land.

NOW, THEREFORE, Developer and the District hereby agree to and record this Memorandum of Agreement, as follows:

- 1. Developer, its legal representatives, transferees, successors, associations and assigns agree to be bound by each and every of the terms, covenants and conditions of the Agreement, dated as of this \_\_\_\_ day of \_\_\_\_\_, 2021.

In exchange for Developer's compliance with and performance of the terms, covenants and conditions set forth in the Agreement, District has agreed to provide water and sewer service to the Property.

- 2. In the Agreement, Developer and District make various commitments to each other, as condition to the District's obligation to provide water and sewer service to the Property. Nothing set forth in this Memorandum is intended to modify, amend, or alter the Agreement. To the extent that this Memorandum is inconsistent with the Agreement, the terms of the Agreement shall control. Further, the heirs, successors, assignees, grantees, and transferees



of Developer shall be bound by all terms and conditions of the Agreement, in spite that they are not enumerated in this Memorandum, and each party shall be responsible for reviewing, understanding, and abiding by the contents of the Agreement prior to and upon obtaining any interest in the Property.

3. The Agreement is intended to run with the land and shall be binding on and inure to the benefit of the successors, assignees, and transferees of Developer in the Property. Any party who is interested in acquiring any interest in the Property, whether pursuant to a transfer on an ownership interest, a lien, or other encumbrance should first refer to the Agreement.
4. By acquiring legal or equitable interest in the Property, the successor, assignee, grantee, beneficiary, mortgagee, or transferee of Developer expressly agrees to execute any and all documents necessary for recording and implementing the terms and conditions of the Agreement, including but not limited to conveyance of easements and dedication of facilities to District, as subject of the Agreement.
5. To obtain a copy of the Agreement or for any other purpose relevant to this Memorandum, the Parties can be contacted at the following addresses:

**Developer**

Jennifer Rosser  
Developers Agent  
1175 Del Monte Lane  
Reno, NV 89511  
Email: jenrosser1@gmail.com

**District**

Olympic Valley Public Service District  
P.O. Box 2026  
Olympic Valley, CA 96146  
Attn: General Manager

6. This Memorandum shall be recorded in the Official Records of Placer County and shall be released of record by Developer and District upon full and complete performance of the terms and conditions of the Agreement, including dedication of the facilities subject of the Project and the easements therefore. The Parties hereto may execute this Memorandum in two or more counterparts and each counterpart shall be deemed an original instrument. The Recitals set forth above and the terms and conditions of the Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, this Memorandum has been executed as of the date first set forth above.

**DISTRICT:**

Olympic Valley Public Service District,  
a public entity

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
DALE COX, President, Board of Directors

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
JESSICA ASHER, Board Secretary

**DEVELOPER:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
JULIE S. CARVILLE, Trustee of the Julie S. Carville  
Trust, dated December 18, 1997

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
PHILIP P. CARVILLE, Trustee of the Carville Family  
trust dated December 10, 2003

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
MICHAEL P. CARVILLE



State of California )  
County of )

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

\_\_\_\_\_  
NOTARY PUBLIC (Seal)

State of California )  
County of )

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

\_\_\_\_\_  
NOTARY PUBLIC (Seal)

\_\_\_\_\_  
NOTARY PUBLIC (Seal)

## **EXHIBIT A**

(Legal Description of the Julie Carville Property)

[see following page(s)]

## **Exhibit "A"**

### **Legal Description**

The land described herein is situated in the State of California, County of Placer, unincorporated area, described as follows:

**Parcel One:**

All that portion of the 10.6 acre+/- Carville Parcel vested in Julie S. Carville, Trustee of the Julie S. Carville Trust dated December 18, 1997 as to 25% and Phillip P Carville, Trustee of the Carville Family Trust dated December 10, 2003 as to 25% and Michael P. Carville, a married man, as his sole and separate property as to 25% and Jennifer A. (Carville) Rosser, an unmarried woman as her sole and separate property as to 25%, being described in Document No. 2011-0029710, Official Record of Placer County, located in Section 30, Township 16 North, Range 16 East, M. D. B. M., Olympic Valley, Placer County, California and described as follows:

Beginning at a point on the easterly line of the above described lands of Carville and from said point the northeasterly corner of said lands of Carville bears North 00° 10' 14" East along said Easterly line for a distance of 17.45 feet; thence from said point of beginning, South 00° 10' 14" West along said Easterly line for a distance of 394.99 feet; thence leaving said Easterly line for the following four (4) consecutive courses and distances:

1. along the arc of a non-tangent curve to the right, having a radius of 740.00 feet, a central angle of 11° 10' 36", a length of 144.35 feet, and a chord bearing North 75° 10' 36" West for a distance of 144.12 feet,
2. North 13° 34' 13" East for a distance of 298.78 feet,
3. along the arc of a non-tangent curve to the left, having a radius of 650.00 feet, a central angle of 00° 29' 09", a length of 5.51 feet, and a chord bearing North 53° 43' 51" East for a distance of 5.51 feet and
4. North 45° 40' 24" East for a distance of 92.20 feet to the Point of Beginning.

**Parcel Two:**

Together with a reciprocal access easement for ingress, egress, utility, and drainage purposes including rights over, on, under, and across all that real property described as follows:

A strip of land having a right angle width of twenty (20.00) feet, lying ten (10.00) feet on each side of the following described centerline:

Beginning at the point of intersection of the centerline of the access and utility easement as described in the Grant of Access and Utility Easement, recorded in Document No. 92-076485, Official Records of Placer County, and the Easterly line of the above described lands of Carville and from said point the Northeasterly corner of said lands of Carville bears North 00° 10' 14" East along said Easterly line for a distance of 262.29 feet; thence from said point of beginning, along said centerline of the access and utility easement, for the following thirteen (13) consecutive courses and distances:

1. North 38° 23' 39" West for a distance of 36.49 feet,
2. North 48° 21' 52" West for a distance of 36.82 feet,
3. North 58° 51' 09" West for a distance of 35.67 feet,
4. North 78° 05' 35" West for a distance of 42.54 feet,
5. North 89° 16' 49" West for a distance of 58.88 feet,
6. North 75° 02' 34" West for a distance of 43.80 feet,

7. North 59° 10' 50" West for a distance of 45.51 feet,
8. North 47° 26' 54" West for a distance of 58.90 feet,
9. North 50° 02' 43" West for a distance of 50.24 feet,
10. North 57° 25' 37" West for a distance of 25.90 feet,
11. North 87° 31' 45" West for a distance of 20.85 feet,
12. South 37° 27' 12" West for a distance of 18.90 feet and
13. South 19° 17' 07" West for a distance of 24.90 feet to the terminus of this easement.

The sidelines of this easement shall be lengthened or shortened to terminate at the Easterly line of the above described lands of Carville.

Parcel Three:

Also together with an easement for road and utility purposes over the following described property:

A strip of land 50 feet in width, lying 25 feet on each side of the following described center line:

Beginning at the point of intersection of the center line of Washoe Drive at its Westerly extremity and the Westerly boundary line of Squaw Valley Estates Subdivision No. 1 as shown upon map of Squaw Valley Estates Subdivision No. 1 recorded in Map Book "E", at Page 47, in the Office of the Recorder of the County of Placer, State of California; thence, along said center line of Washoe Drive extended Northwesterly North 43° 06' West 21.05 feet, more or less, to its intersection with section line between Sections 29 and 30, Township 16 North, Range 16 East,

Being a portion of the Southwesterly Quarter of Section 29, Township 16 North, Range 16 East, M. D. B. M.

APN: 096-540-020-000



## **EXHIBIT B**

(Legal Description of the Philip Carville Property)

[see following page(s)]

## **Exhibit "B"**

### **Legal Description**

The land described herein is situated in the State of California, County of Placer, unincorporated area, described as follows:

Parcel One:

All that portion of the 10.6 acrt+/- Carville Parcel vested in Julie S. Carville, Trustee of the Julie S. Carville Trust dated December 18, 1997 as to 25% and Phillip P Carville, Trustee of the Carville Family Trust dated December 10, 2003 as to 25% and Michael P. Carville, a married man, as his sole and separate property as to 25% and Jennifer A. (Carville) Rosser, an unmarried woman as her sole and separate property as to 25%, being described in Document No. 2011-0029710, Official Record of Placer County, located in Section 30, Township 16 North, Range 16 East, M. D. B. & M, Olympic Valley, Placer County, California and described as follows:

Beginning at a point lying in the above described lands of Carville and from said point the northeasterly comer of said lands of Carville bears the following three (3) consecutive courses and distances:

1. along the arc of a curve to the left, having a radius of 650.00 feet, a central angle of 00° 29' 09", a length of 5.51 feet, and a chord bearing North 53° 43' 51" East for a distance of 5.51 feet,
2. North 45° 40' 24" East for a distance of 92.20 feet to a point on the easterly line of said lands of Carville and
3. North 00° 10' 14" East along said easterly line for a distance of 17.45 feet;

thence from said Point of Beginning, the following three (3) consecutive courses and distances:

1. South 13° 34' 13" West for a distance of 298.78 feet,
2. along the arc of a non-tangent curve to the right, having a radius of 740.00 feet, a central angle of 09° 28' 39", a length of 122.40 feet, and a chord bearing North 64° 50' 59" West for a distance of 122.27 feet and
3. North 09° 36' 57" East for a distance of 167.06 feet to a point on the Northerly line of the access and utility easement as described in the Grant of Access and Utility Easement, recorded in Document No. 92-076485, Official Records of Placer County; thence along said Northerly line for the following three (3) consecutive courses and distances:

1. North 59° 10' 50" West for a distance of 39.66 feet,
2. North 47° 26' 54" West for a distance of 58.10 feet and
3. North 50° 02' 43" West for a distance of 21.23 feet;

thence leaving said Northerly line for the following four (4) consecutive courses and distances:

1. North 41° 55' 54" East for a distance of 47.62 feet,
2. along the arc of a non-tangent curve to the left, having a radius of 850.00 feet a central angle, of 07° 22' 53", a length of 109.51 feet, and a chord bearing South 51° 28' 27" East for a distance of 109.43 feet,
3. along the arc of a compound curve to the left, having a radius of 68.00 feet, a central angle of 65° 00' 46", a length of 77.16 feet, and a chord bearing South 87° 40' 17" East for a distance of 73.09 feet and
4. along the arc of a compound curve to the left, having a radius of 650.00 feet, a central angle of 05° 50' 54", a length of 66.35 feet, and a chord bearing North 56° 53' 53" East for a distance of 66.32 feet to the Point of Beginning.

Together with a reciprocal access easement for ingress, egress, utility, and drainage purposes including rights over, on, under, and across all that real property described as follows:

A strip of land having a right angle width of twenty (20.00) feet, lying ten (10.00) feet on each side of the following described centerline:

Beginning at the point of intersection of the centerline of the access and utility easement as described in the Grant of Access and Utility Easement, recorded in Document No. 92-076485, Official Records of Placer County, and the Easterly line of the above described lands of Carville and from said point the Northeasterly corner of said lands of Carville bears North 00° 10' 14" East along said Easterly line for a distance of 262.29 feet; thence from said point of beginning, along said centerline of the access and utility easement, for the following thirteen (13) consecutive courses and distances:

1. North 38° 23' 39" West for a distance of 36.49 feet,
2. North 48° 21' 52" West for a distance of 36.82 feet,
3. North 58° 51' 09" West for a distance of 35.67 feet,
4. North 78° 05' 35" West for a distance of 42.54 feet,
5. North 89° 16' 49" West for a distance of 58.88 feet,
6. North 75° 02' 34" West for a distance of 43.80 feet,
7. North 59° 10' 50" West for a distance of 45.51 feet,
8. North 47° 26' 54" West for a distance of 58.90 feet,
9. North 50° 02' 43" West for a distance of 50.24 feet,
10. North 57° 25' 37" West for a distance of 25.90 feet,
11. North 87° 31' 45" West for a distance of 20.85 feet,
12. South 37° 27' 12" West for a distance of 18.90 feet and
13. South 19° 17' 07" West for a distance of 24.90 feet to the terminus of this easement.

The sidelines of this easement shall be lengthened or shortened to terminate at the Easterly line of the above described lands of Carville.

Parcel Two:

Together with a reciprocal access easement for ingress, egress, utility, and drainage purposes including rights over, on, under, and across all that real property described as follows:

A strip of land having a right angle width of twenty (20.00) feet, lying ten (10.00) feet on each side of the following described centerline:

Beginning at the point of intersection of the centerline of the access and utility easement as described in the Grant of Access and Utility Easement, recorded in Document No. 92-076485, Official Records of Placer County, and the Easterly line of the above described lands of Carville and from said point the Northeasterly corner of said lands of Carville bears North 00° 10' 14" East along said Easterly line for a distance of 262.29 feet; thence from said point of beginning, along said centerline of the access and utility easement, for the following thirteen (13) consecutive courses and distances:

1. North 38° 23' 39" West for a distance of 36.49 feet,
2. North 48° 21' 52" West for a distance of 36.82 feet,
3. North 58° 51' 09" West for a distance of 35.67 feet,
4. North 78° 05' 35" West for a distance of 42.54 feet,
5. North 89° 16' 49" West for a distance of 58.88 feet,
6. North 75° 02' 34" West for a distance of 43.80 feet,
7. North 59° 10' 50" West for a distance of 45.51 feet,
8. North 47° 26' 54" West for a distance of 58.90 feet,
9. North 50° 02' 43" West for a distance of 50.24 feet,

10. North 57° 25' 37" West for a distance of 25.90 feet,
11. North 87° 31' 45" West for a distance of 20.85 feet,
12. South 37° 27' 12" West for a distance of 18.90 feet and
13. South 19° 17' 07" West for a distance of 24.90 feet to the terminus of this easement.

The sidelines of this easement shall be lengthened or shortened to terminate at the Easterly line of the above described lands of Carville.

Parcel Three:

A strip of land 50 feet in width, lying 25 feet on each side of the following described center line:

Beginning at the point of intersection of the center line of Washoe Drive at its Westerly extremity and the Westerly boundary line of Squaw Valley Estates Subdivision No. 1 as shown upon map of Squaw Valley Estates Subdivision No. 1 recorded in Map Book "E", at Page 47, in the Office of the Recorder of the County of Placer, State of California; thence, along said center line of Washoe Drive extended Northwesterly North 43° 06' West 21.05 feet, more or less, to its intersection with section line between Sections 29 and 30, Township 16 North, Range 16 East,

Being a portion of the Southwesterly Quarter of Section 29, Township 16 North, Range 16 East, M. D. B. M.

APN: 096-540-019-000

## **EXHIBIT C**

(Legal Description of the Michael Carville Property)

[see following page(s)]

## Exhibit "C"

### Legal Description

The land described herein is situated in the State of California, County of Placer, unincorporated area, described as follows:

Parcel One:

All that portion of the 10.6 acre+/- Carville Parcel vested in Julie S. Carville, Trustee of the Julie S. Carville Trust dated December 18, 1997 as to 25% and Phillip P Carville, Trustee of the Carville Family Trust dated December 10, 2003 as to 25% and Michael P. Carville, a married man, as his sole and separate property as to 25% and Jennifer A. (Carville) Rosser, an unmarried woman as her sole and separate property as to 25%, being described in Document No. 2011- 0029710, Official Record of Placer County, located in Section 30, Township 16 North, Range 16 East, M. D. B. & M., Olympic Valley, Placer County, California and described as follows:

Beginning at a point lying in the above described lands of Carville and from said point the Northeasterly corner of said lands of Carville bears the following five (5) consecutive courses and distances:

1. along the arc of a curve to the left, having a radius of 850.00 feet, a central angle of 07° 22' 53", a length of 109.51 feet, and a chord bearing South 51° 28' 27" East for a distance of 109.43 feet,
2. along the arc of a compound curve to the left, having a radius of 68.00 feet, a central angle of 65° 00' 46", a length of 77.16 feet, and a chord bearing South 87° 40' 17" East for a distance of 73.09 feet,
3. along the arc of a compound curve to the left, having a radius of 650.00 feet, a central angle of 6° 20' 03", a length of 71.86 feet, and a chord bearing North 56° 39' 18" East for a distance of 71.82 feet
4. North 45° 40' 24" East for a distance of 92.20 feet to a point on the Easterly line of said lands of Carville and
5. North 00° 10' 14" East along said Easterly line for a distance of 17.45 feet;

thence from said point of beginning, South 41° 55' 54" West for a distance of 47.62 feet to a point on the Northerly line of the access and utility easement as described in the Grant of access and Utility Easement, recorded in Document No. 92-076485, Official Records of Placer County; thence along said Northerly line for the following three (3) consecutive courses and distances:

1. South 50° 02' 43" East for a distance of 21.23 feet,
2. South 47° 26' 54" East for a distance of 58.10 feet and
3. South 59° 10' 50" East for a distance of 39.66 feet,

thence leaving said Northerly line for the following seven (7) consecutive courses and distances:

1. South 09° 36' 57" West for a distance of 167.06 feet,
2. along the arc of a non-tangent curve to the right, having a radius of 740.00 feet, a central angle of 21° 14' 47", a length of 274.41 feet, and a chord bearing North 49° 29' 16" West for a distance of 272.84 feet,
3. along the arc of a compound curve to the right, having a radius of 165.00 feet, a central angle of 33° 37' 30", a length of 96.83 feet, and a chord bearing North 22° 03' 07" West for a distance of 95.45 feet,
4. along the arc of a compound curve to the right, having a radius of 85.00 feet, a central angle of 38° 24' 24", a length of 56.98 feet, and a chord bearing North 13° 57' 50" East for a distance of 55.92 feet,
5. South 88° 03' 01" East for a distance of 153.03 feet,
6. South 45° 58' 34" East for a distance of 33.17 feet and

7. along the arc of a tangent curve to the left, having a radius of 850.00 feet, a central angle of 01° 48' 27", a length of 26.81 feet, and a chord bearing South 46° 52' 47" East for a distance of 26.81 feet to the point of beginning.

Together with a reciprocal access easement for ingress, egress, utility, and drainage purposes including rights over, on, under, and across all that real property described as follows:

A strip of land having a right angle width of twenty (20.00) feet, lying ten (10.00) feet on each side of the following described centerline:

Beginning at the point of intersection of the centerline of the access and utility easement as described in the Grant of Access and Utility Easement, recorded in Document No. 92-076485, Official Records of Placer County, and the Easterly line of the above described lands of Carville and from said point the Northeasterly corner of said lands of Carville bears North 00° 10' 14" East along said Easterly line for a distance of 262.29 feet; thence from said point of beginning, along said centerline of the access and utility easement, for the following thirteen (13) consecutive courses and distances:

1. North 38° 23' 39" West for a distance of 36.49 feet,
2. North 48° 21' 52" West for a distance of 36.82 feet,
3. North 58° 51' 09" West for a distance of 35.67 feet,
4. North 78° 05' 35" West for a distance of 42.54 feet,
5. North 89° 16' 49" West for a distance of 58.88 feet,
6. North 75° 02' 34" West for a distance of 43.80 feet,
7. North 59° 10' 50" West for a distance of 45.51 feet,
8. North 47° 26' 54" West for a distance of 58.90 feet,
9. North 50° 02' 43" West for a distance of 50.24 feet,
10. North 57° 25' 37" West for a distance of 25.90 feet,
11. North 87° 31' 45" West for a distance of 20.85 feet,
12. South 37° 27' 12" West for a distance of 18.90 feet and
13. South 19° 17' 07" West for a distance of 24.90 feet to the terminus of this easement.

The sidelines of this easement shall be lengthened or shortened to terminate at the Easterly line of the above described lands of Carville.

Parcel Two:

Together with a reciprocal access easement for ingress, egress, utility, and drainage purposes including rights over, on, under, and across all that real property described as follows:

A strip of land having a right angle width of twenty (20.00) feet, lying ten (10.00) feet on each side of the following described centerline:

Beginning at the point of intersection of the centerline of the access and utility easement as described in the Grant of Access and Utility Easement, recorded in Document No. 92-076485, Official Records of Placer County, and the Easterly line of the above described lands of Carville and from said point the Northeasterly corner of said lands of Carville bears North 00° 10' 14" East along said Easterly line for a distance of 262.29 feet; thence from said point of beginning, along said centerline of the access and utility easement, for the following thirteen (13) consecutive courses and distances:

1. North 38° 23' 39" West for a distance of 36.49 feet,
2. North 48° 21' 52" West for a distance of 36.82 feet,

3. North 58° 51' 09" West for a distance of 35.67 feet,
4. North 78° 05' 35" West for a distance of 42.54 feet,
5. North 89° 16' 49" West for a distance of 58.88 feet,
6. North 75° 02' 34" West for a distance of 43.80 feet,
7. North 59° 10' 50" West for a distance of 45.51 feet,
8. North 47° 26' 54" West for a distance of 58.90 feet,
9. North 50° 02' 43" West for a distance of 50.24 feet,
10. North 57° 25' 37" West for a distance of 25.90 feet,
11. North 87° 31' 45" West for a distance of 20.85 feet,
12. South 37° 27' 12" West for a distance of 18.90 feet and
13. South 19° 17' 07" West for a distance of 24.90 feet to the terminus of this easement.

The sidelines of this easement shall be lengthened or shortened to terminate at the Easterly line of the above described lands of Carville.

Parcel Three:

A strip of land 50 feet in width, lying 25 feet on each side of the following described center line:

Beginning at the point of intersection of the center line of Washoe Drive at its Westerly extremity and the Westerly boundary line of Squaw Valley Estates Subdivision No. 1 as shown upon map of Squaw Valley Estates Subdivision No. 1 recorded in Map Book "E", at Page 47, in the Office of the Recorder of the County of Placer, State of California; thence, along said center line of Washoe Drive extended Northwesterly North 43° 06' West 21.05 feet, more or less, to its intersection with section line between Sections 29 and 30, Township 16 North, Range 16 East,

Being a portion of the Southwesterly Quarter of Section 29, Township 16 North, Range 16 East, M. D. B. M.

APN: 096-540-018-000