OLYMPIC VALLEY
PUBLIC SERVICE DISTRICT
BOARD REPORT

SUBJECT:	Granite Chief "A" Line Sewer Replacement Project – Fourth Amendment to the Sewer Line Replacement and Dedication Agreement	**EXHIBIT:**	F-4, 7 Pages
AUTHOR:	Dave Hunt, District Engineer	**MEETING DATE:**	November 17, 2026

RECOMMENDED ACTION: Approve of Resolution 2026-24 authorizing execution of the Fourth Amendment to the Sewer Line Replacement and Dedication Agreement for the Granite Chief "A" Line Sewer Replacement Project.

DISCUSSION: In July 2024, the District entered into a Dedication Agreement (Agreement) with several property owners (Applicants) regarding the replacement of the Granite Chief " A" Line sewer. The Agreement outlines the terms and conditions under which the District will accept dedication of the new sewer assets and defines the rights and responsibilities of both the District and Applicant related to the District's provision of sewer service to the requesting parcels.

The Improvements were completed and the sewer main was placed in service on November 4, 2025. Until the dedication process is complete, the sewer main remains privately owned. The property owners are obligated to operate and maintain the private sewer main in accordance with the Sewer Code.

The District has executed three (3) amendments to the Agreement to allow the Applicants additional time to complete the Improvements and the dedication process. The First Amendment extended the term of the Agreement to August 1, 2025, the Second Amendment extended the term to December 31, 2025, and the Third Amendment extended the term to December 31. 2026.

Additional time is needed to fulfill the dedication requirements in the Agreement. The District is working with the applicants to execute the Irrevocable Offer of Dedication, secure the required easements, warranty bonds, lien releases, record drawings, and other miscellaneous items identified in the Agreement.

The District and the Applicants now wish to enter into a Fourth Amendment to extend the term of the Agreement. This includes an extension of time to complete dedication of the Improvements by June 30, 2027.

FISCAL/RESOURCE IMPACTS: There are no fiscal impacts associated with executing the Agreement. The project is privately financed, and the property owners 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.

Focus Area: Service **| Goal:** Maintain and invest in infrastructure, facilities, and equipment to align with future growth, environmental resilience, and meet regulatory requirements.

ATTACHMENTS:

- Granite Chief "A" Line Sewer Replacement Project – Fourth Amendment to Sewer Line Replacement and Dedication Agreement
- Resolution 2026-24 – A Resolution of the Board of Directors of the Olympic Valley Public Service District Approving and Authorizing Execution of the Fourth Amendment to the Granite Chief "A" Line Sewer Line Replacement and Dedication Agreement

DATE PREPARED: November 12, 2026

RESOLUTION 2026-24

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OLYMPIC VALLEY PUBLIC SERVICE DISTRICT APPROVING AND AUTHORIZING EXECUTION OF THE FOURTH AMENDMENT TO THE GRANITE CHIEF "A" LINE SEWER LINE REPLACEMENT AND DEDICATION AGREEMENT

WHEREAS, on July 30, 2024 the Olympic Valley Public Service District, hereinafter referred to as "DISTRICT" entered into an Agreement with an Unincorporated Association of Property Owners, hereinafter referred to as "APPLICANTS," to construct a new sewer main to replace the failing Granite Chief "A" Line; and

WHEREAS, The District has executed three amendments to the Agreement to allow the Applicants additional time to complete the Improvements and the dedication process. The First Amendment extended the term of the Agreement to August 1, 2025, the Second Amendment extended the term to December 31, 2025, and the Third Amendment extended the term to December 31, 2026; and

WHEREAS, additional time is needed to fulfill the dedication requirements in the Agreement; and

WHEREAS, the District and the Applicants now wish to enter into a Fourth Amendment to extend the term of the Agreement to complete dedication of the Improvements by June 30, 2027; and

WHEREAS, the Board of Directors has reviewed the Fourth Amendment to the Agreement 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 attached Fourth Amendment to the Sewer Line Replacement and Dedication Agreement for the Granite Chief "A" Line Sewer Replacement Project between Applicants and District and does hereby direct the Board President to execute said Amendment and such other documents, related thereto or required thereby.

PASSED AND ADOPTED this 17th day of November, 2026 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:

_____
Bill Hudson, Board Vice-President

ATTEST:

_____
Jessica Asher, Board Secretary

FOURTH AMENDMENT TO
SEWER LINE REPLACEMENT
and
DEDICATION AGREEMENT

This Fourth Amendment to Sewer Line Replacement and Dedication Agreement (the "Fourth Amendment") is entered into effective _____, 202__ (the "Effective Date") by and between **OLYMPIC VALLEY PUBLIC SERVICE DISTRICT**, a California special district formed, operating, and existing under California Water Code sections 30000 et seq. (hereinafter "District") and an **UNINCORPORATED ASSOCIATION OF PROPERTIES OWNERS,** consisting of owners of real property located at Assessor's Parcel Numbers ("APNs") 096-030-015, 096-030-016, 096-030-017, and 096-030-018 (hereinafter the "Amendment Applicants") (together, the "Parties").

RECITALS

This Fourth Amendment is entered into on the basis of the following facts, understandings, and intentions of the Parties.

A. The Granite Chief A Line ("A Line") sewer is an existing private sanitary sewer facility as defined in Section 2.42 of Chapter 2 of the Olympic Valley Public Service District Administrative Code.

B. On or about July 30, 2024, the owners of real property located at APNs 096-030-016, 096-030-017, and 096-030-018 and District entered into that certain Sewer Line Replacement and Dedication Agreement (the "Agreement") in which said owners of real property proposed to contract for, commence, and complete construction of the improvements to the A Line and, upon completion thereof to the satisfaction of District, dedicate the improvements, together with any necessary public utility easements and licenses required by District in connection therewith.

C. On or about October 1, 2024, the Agreement was amended to include the owners of that certain real property located at APN 096-030-015 to the Agreement, to grant an extension of time for completion of certain Agreement conditions, and make other clarifying changes to the Agreement (the "First Amendment").

D. On or about August 1, 2025, the Agreement was amended for a second time to extend the term of the Agreement through December 31, 2025 (the "Second Amendment").

E. On or about January 1, 2026, the Agreement was amended for a third time to extend the term of the Agreement through December 31, 2026 (the "Third Amendment").

F. The Parties wish to enter into this Fourth Amendment to further extend the term of the Agreement and identify provisions of the Agreement that are to survive expiration or termination of the Agreement.

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

AGREEMENT

1. **Recitals.** The Recitals above are true and correct and fully incorporated herein.

2. **Amendment.** Section 2.2 of the Agreement is hereby amended to read:

> **Term.** The Term of this Agreement shall commence upon the Effective Date and shall terminate on June 30, 2027, unless sooner terminated or extended as hereinafter provided. Provided, however, that the District may agree to extend the Term in its reasonable discretion so long as the Applicants perform promptly and expeditiously and are, otherwise, in compliance with the terms and conditions of this Agreement.

3. **Amendment.** Section 11.4 is hereby added to the Agreement to read:

> **Surviving Covenants.** The parties agree that the covenants contained in Section 3.2 (Joint and Several Liability), Article VII (Costs and Fees), Article VIII (Restoration of Sewer Service and Water Service to Properties), Article IX (Applicants Guarantee and Obligation for Repairs; Security), Section 10.2 (Applicants' Indemnity For Injury To Person or Property), Section 10.3 (Applicants' Hold Harmless), Section 10.4 (Indemnity Against Challenge), and Section 11.3 (Remedies) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

4. **Binding Effect and Recording of Memorandum.** The terms, covenants and conditions of the Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment shall be binding on and inure to the benefit of the successors, affiliates, transferees and assigns of the Parties.

5. **Miscellaneous.** With exception of the terms, covenants and conditions as expressly set forth herein, the Agreement, the First Amendment, Second Amendment, and Third Amendment shall remain otherwise unmodified and in full force and effect. The Agreement, the First Amendment, Second Amendment, and Third Amendment are incorporated herein by reference as if fully set forth herein. All terms not specifically defined herein shall have the meanings set forth in the Agreement.

[*Signatures on Following Page*.]

IN WITNESS WHEREOF, District and the Amendment Applicants have executed this Fourth Amendment on the dates set forth below.

DISTRICT:

OLYMPIC VALLEY PUBLIC SERVICE DISTRICT, a public entity

Date: _____ By: _____
Dale Cox, President, Board of Directors

ATTEST:

Date: _____ By: _____
Jessica Asher, Board Secretary

AMENDMENT APPLICANTS:

Date: _____ By: _____
Matthew Nichols
217 Granite Chief Rd.
APN: 096-030-015-000

Date: _____ By: _____
Meagan Nichols
217 Granite Chief Rd.
APN: 096-030-015-000

Date: _____ By: _____
Caroline Winnett
221 Granite Chief Rd.
APN: 096-030-016-000

Date: _____ By: _____
Louise Hansen
225 Granite Chief Rd.
APN: 096-030-017-000

Date: _____ By: _____
Tracy Hansen
225 Granite Chief Rd.
APN: 096-030-017-000

Date: _____ By: _____
Susan Bradski
229 Granite Chief Rd.
APN: 096-030-018-000