

RENO GAZETTE-JOURNAL

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WASHOE COUNTY
Comptroller's Office
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RENO NV 89510

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PROOF OF PUBLICATION

STATE OF NEVADA
COUNTY OF WASHOE

ss. Tana Ciccotti

being duly sworn, deposes and says:
That as legal clerk of the RENO GAZETTE-JOURNAL, a daily newspaper published in Reno, Washoe County, State of Nevada, that the notice:

Ordinance No. 920

NOTICE OF COUNTY ORDINANCE NO. 920

NOTICE IS HEREBY GIVEN that ORDINANCE NO. 920, Bill No. 1095, entitled, AN ORDINANCE CONCERNING SEWER CONNECTION FEES; RATIFYING THE EXECUTION OF A 50-YEAR ASSIGNABLE VARIABLE SEWER CONNECTION FEE CONTRACT; APPROVING AN ASSIGNMENT THEREOF; AMENDING ORDINANCE NO. 830 TO REFLECT EXECUTION OF THAT CONTRACT; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO, was adopted on JANUARY 10, 1995, by Commissioners Joanne Bond, Steve Bradhurst, Mike Mouliot, Grant Sims, and Jim Shaw and will become effective on JANUARY 23, 1995. Typewritten copies of the ordinance are available for inspection by all interested persons at the office of the County Clerk at the County Courthouse, Virginia and Court Streets, Reno, Nevada.

Judi Bailey, County Clerk
No. 228 Jan 16, 23, 1005

of which a copy is hereto attached, has been published in each regular and entire issue of said newspaper on the following dates to wit:

Jan. 16, 23, 1995

Signed

Tana Ciccotti

Subscribed and sworn to before me on 01/23/95

Notary Public

Debra J. DiCianno



P.O. BOX 22000. RENO, NEVADA 89520
(702) 788-6200



920 ✓

Summary: Ratifies the previous execution of a sewer connection fee contract and makes a conforming change to the County's Sewer Connection Fee Ordinance

BILL NO. 1095

ORDINANCE NO. 920

(of Washoe County, Nevada)

AN ORDINANCE CONCERNING SEWER CONNECTION FEES; RATIFYING THE EXECUTION OF A 50-YEAR ASSIGNABLE VARIABLE SEWER CONNECTION FEE CONTRACT; APPROVING AN ASSIGNMENT THEREOF; AMENDING ORDINANCE NO. 830 TO REFLECT EXECUTION OF THAT CONTRACT; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE DO ORDAIN:

Section 1. The "50-year Assignable Variable Sewer Connection Fee Contract" dated as of September 1, 1994, (the "Contract") between the County and Galena Resort Company, a Nevada Limited Partnership ("Galena"), in substantially the form attached hereto as Exhibit A is hereby ratified in keeping with Chairman's previous execution of the Contract for and on behalf of the County, and the Clerk's prior attesting to the signature and affixing the seal of the County to the Contract. The assignment of the Contract by Galena to the Nell J. Redfield Trust as provided in the Contract is hereby ratified as well.

Section 2. Ordinance No. 830, adopted and approved on August 13, 1991 is hereby amended by adding thereto a new Section 6.13 to read as follows:

"6.13. Connection fees payable as provided in a specified contract or assignments pursuant thereto. In the case of any connections made pursuant to an assignment of one or more equivalent dwelling unit connections to the South Truckee Meadow Water Reclamation Facility (the "Wastewater Facility") under the provisions of the "50-Year Assignable Variable Sewer Connection Fee Contract" dated as of September 1, 1994 (the "Contract") between the County and Galena Resort Company, a Nevada Limited Partnership ("Galena"), the Facility Connection Charges (as defined

in the Contract) specified in that Contract are applicable as provided therein in the place of the connection fees required by Section 6.1 hereof. All of the amount paid as a Facility Connection Charge for which an assignment has been made pursuant to that Contract, shall be made available for the "DEBT SERVICE" category provided in Section 6.1(d) of this ordinance.

Proposed on the 13th day of December, 1994.

Proposed by Commissioner Gene McDowell.

Passed, adopted and approved on the 10th day of January, 1995.

Those Voting Aye: Commissioners: Joanne Bond, Steve Bradhurst, Mike Mouliot, Grant Sims, Jim Shaw

Those Voting Nay: Commissioners: No one votint nay

Those Absent: Commissioners: None

Jim Shaw
Chairman
Board of County Commissioners

(SEAL)

Attest:

JUDI BAILEY
By Judi Bailey Chief Deputy
Judi Bailey
Washoe County Clerk

This ordinance shall be in full force and effect from and after the 23 day of January, 1995.

EXHIBIT "A"

(Attach copy of 50-Year Variable Sewer Connection Fee Contract)

**50-YEAR ASSIGNABLE VARIABLE
SEWER CONNECTION FEE CONTRACT**

DATED AS OF: SEPTEMBER 1, 1994

1. Washoe County, Nevada, hereby grants Galena Resort Company, a Nevada Limited Partnership ("Galena"), for the use of the Nell J. Redfield Trust ("Redfield"), Galena's transferee pursuant to the form of transfer appended hereto as Attachment 1, the 2014 single family Equivalent Dwelling Unit ("EDU") connections (the "Connections") to the South Truckee Meadows Water Reclamation Facility (the "Wastewater Facility") which may be used or assigned by Redfield as provided herein on payment of the charges provided herein. The Connections granted hereby represent the connections which would have been available for use on the property which Galena formerly owned in the County's Special Assessment District No. 9 (the "Property").

2. Redfield may assign all or a portion of the Connections to the Wastewater Facility for use on specific property to itself or to another party or parties so that Redfield or the other party or parties will be able to use the Connection or Connections assigned for the development of land other than the Property. The user of the connections must pay to the County 25% of the Facility Connection Charge (as defined below) in effect at the time the Facility Connection Charge would otherwise have been paid, and the property with respect to which the connection is made must be property which is eligible to connect to the Wastewater Facility under whatever rules, policies and laws are then in effect and which otherwise would pay a full Facility Connection Charge to the County. For this purpose, the time the Facility Connection Charge would have been paid shall be: (i) prior to connecting to the sanitary sewer system, (ii) at the time of final map approval by the Board of County Commissioners, or (iii) at the time of issuance for a permit for a sewer connection, whichever is applicable pursuant to County ordinances. The County shall be permitted to have any of these events be the date on which the Facility Connection Charge would have been paid. An

Assignment shall be made in the form attached as Attachment 2, and shall be effective on approval by the County Utility Division. All assignments, when executed by Redfield and the Assignee, shall be forwarded to the County's Utility Division for review and approval to the following address (or such other address as specified in writing, sent by certified mail, to Redfield by the County):

Washoe County Utility Division
P. O. Box 11130
Reno, NV 89520
Attn: John M. Collins

The County will use its best efforts to review and if applicable, approve assignments within 7 days after receipt. Once approved, two copies of the approved assignment will be forwarded to Redfield. Redfield shall deliver one to the Assignee and Redfield must forward the other approved copy within 10 days of receipt to the Washoe County Comptroller at the below address (or such other address as is specified in writing, sent by certified mail to Redfield):

Washoe County Comptroller
P. O. Box 11130
1001 East Ninth Street
Reno, NV 89520

No assignment may be withdrawn after it is forwarded to the Comptroller. Once approved and forwarded to the Comptroller, an assignment is irrevocable. An assignment is effective on receipt by the Comptroller. No assignment may be re-assigned to any other property after it is forwarded to the Comptroller, but if ownership of the property changes, the assignment may be transferred to the new owner for use on that property. An assignment shall expire if not used for a physical connection to the Wastewater Facility by August 31, 2044.

3. If Redfield chooses to use all or a portion of the Connections on properties it owns or otherwise rather than assigning those Connections to others, Redfield shall assign, as provided in paragraph 2, those Connections to itself and shall complete an assignment form naming itself as assignee and otherwise proceed as provided in paragraph 2. All provisions that would be applicable to an assignment to another person under paragraph 2 apply to such an assignment to Redfield, including, without limitation, the requirement to pay 25% of the Facility Connection

Charge, the requirement to obtain the approval of the Utility Division and the requirement to forward the assignment to the Comptroller.

4. For the purpose of this Contract, "Facility Connection Charges" are those hookup charges imposed for connection to the Wastewater Facility as set forth in Section 6.1 of Ordinance No. 830 of the County (the "Ordinance"). (Such charges do not include any other charges, assessments, fees or amounts due heretofore or hereafter imposed by the County with respect to sewer service or with respect to sewer connections, whether such service is rendered by the Wastewater Facility or any other facility; nor any connection charges levied by any party other than the County, except a party who succeeds to all of the County's rights and obligations with respect to the Wastewater Facility.) The amount of the Facility Connection Fee is currently \$4,200.00 per EDU and it may be revised from time to time by the County.

5. The County consents to the assignment of the Contract in its entirety by Galena to Redfield provided that Redfield acknowledges in writing its acceptance of the terms and conditions hereof. This Contract in its entirety may be transferred to another party by Redfield, but only upon prior notice to and approval by the County.

6. This Contract shall in no event constitute a debt, indebtedness or general obligation of Washoe County, Nevada, the State of Nevada, or any political subdivision of the State of Nevada.

7. Any Notices to be given to Galena hereunder shall be sent by registered or certified mail:

Galena Resort Company
c/o Robert W. Wells
P. O. Box 1087
Park City, Utah 84060

All notices to be given to Redfield hereunder shall be sent by certified mail to:

Nell J. Redfield Trust
c/o Gerald C. Smith
P. O. Box 61
Reno, NV 89504

All notice to be given to the County hereunder shall be sent by certified mail to the Utility Division at the address described in Section 2 hereof.

Any party may change its address for purposes of this section by notice given to the other party in the manner provided in this Section. No notices need be given to Galena after it has transferred this agreement to Redfield.

8. The parties hereto agree that this Contract is being used in substitution for the contract referred to in paragraphs 3 through 9 of that certain Agreement between the County and Galena dated as of January 31, 1993 and entitled the "Amended and Restated Agreement for Assessment District Payoff and Distribution of Sewer Connection Fee Revenues; Water Connections and Assessment District Bond Fund Surplus" (the 1/31/93 Agreement"). The parties hereto acknowledge that this Contract is not identical to the contract referred to in those sections of the 1/31/93 Agreement, but each hereby agrees to the use of this Contract rather than what was referred to in the 1/31/93 Agreement and that the execution and delivery of this Contract satisfies that requirements of the 1/31/93 Contract for the County to issue a fifty year assignable variable contract to Galena as specified in paragraphs 3 through 9 of the 1/31/93 Agreement.

9. This Contract shall be binding on any successor to either or both parties hereunder.

10. None of the provisions of this agreement is to benefit any future owners of the Property, if any, the general public or any member thereof as a third party beneficiary hereunder, or to authorize anyone who is not a party to this Contract (other than Redfield if it is Galena's transferee as contemplated hereby) to maintain any lawsuit based on the provisions of this Contract.

11. If any provision of this Contract is deemed to be invalid or unenforceable, such invalidity and unenforceability shall not affect the remaining provisions of this agreement that can be given effect without the invalid or unenforceable provision, and the County and Galena or Redfield as the case may be, agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same affect.

IN WITNESS HEREOF, the parties hereto have caused this Contract to be executed as of the 1st day of September, 1994.

WASHOE COUNTY, NEVADA

(SEAL)

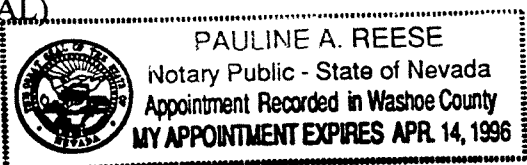
By: [Signature]
Chairman
Board of County Commissioners

[Signature]
County Clerk

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on October 11, 1994 by Dianne Cornwell, as Chairman of the Board of County Commissioners of Washoe County.

(SEAL)



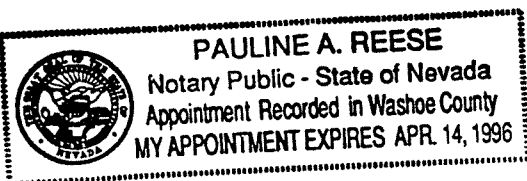
[Signature]
Notary Public

My Commission Expires: 4-14-96

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on October 11, 1994 by Judi Bailey, as County Clerk of Washoe County.

(SEAL)



[Signature]
Notary Public

My Commission Expires: 4-14-96


ATTACHMENT 1

TRANSFER

For value received, Galena Resort Company hereby transfers its interest in the attached Contract between Galena and Washoe County, Nevada, including all of its rights, obligations and duties thereunder to the Nell J. Redfield Trust.

Dated: October 31, 1994.

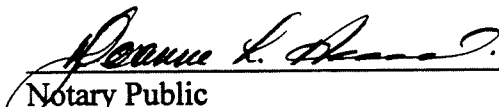
GALENA RESORT COMPANY, BY ITS
GENERAL PARTNER, QUADRIGA
DEVELOPMENT COMPANY OF NEVADA

By: 
Robert W. Wells, President

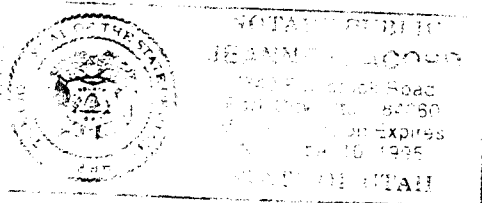
STATE OF UTAH)
) ss.
COUNTY OF Summit)

This instrument was acknowledged before me on October 31, 1994 by Robert W. Wells, as President of Quadriga Development Company of Nevada, the general partner of Galena Resort Company of Nevada.

(SEAL)


Notary Public

My Commission Expires: Nov. 10, 1995



ACKNOWLEDGMENT AND ACCEPTANCE

The undersigned Nell J. Redfield Trust ("Redfield"), hereby acknowledges the transfer by Galena Resort Company of the above mentioned Contract to Redfield and Redfield accepts the terms and conditions thereof.

Dated November 10, 1994

NELL J. REDFIELD TRUST

By: Ronald C. Smith

Title: Trustee

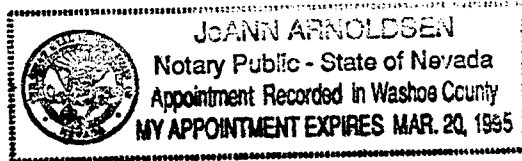
STATE OF Nevada)
) ss.
COUNTY OF Washoe)

This instrument was acknowledged before me on November 10, 1994 by Ronald C. Smith, the Trustee of Nell J. Redfield Trust.

(SEAL)

Joann Arnoldsen
Notary Public

My Commission Expires: March 20, 1995



ATTACHMENT 2

(Form of Assignment)

ASSIGNMENT OF SEWER CONNECTION

FOR VALUE RECEIVED, the undersigned Nell J. Redfield Trust ("Redfield"), does hereby assign and transfer to _____, pursuant to that certain 50-year Assignable Variable Sewer Connection Fee Contract dated as of September 1, 1994 (the "Contract"), between Galena Resort Company and Washoe County, Nevada (the "County"), _____ equivalent dwelling unit ("EDU") connections to Washoe County's South Truckee Meadows Water Reclamation Facility (the "Wastewater Facility") to be used for the following described property: _____

(Property must be zoned in a zone which would use the above-mentioned EDU's; property must be located in that portion of County which is served by the Wastewater Facility and it must be property which is eligible to connect to the Wastewater Facility and which would, but for this assignment, pay to Washoe County 100% of the Facility Connection charge as described in the Contract.)

ALL FACILITIES NECESSARY TO CONNECT TO THE WASTEWATER FACILITY INCLUDING, IF NEEDED, SEWER INTERCEPTORS, SEWER MAINS, FORCE MAINS, PUMPS, AND OTHER NECESSARY FACILITIES ARE THE RESPONSIBILITY OF THE PROPERTY OWNER AND NOT THE RESPONSIBILITY OF THE COUNTY.

The undersigned understands that this assignment may not be withdrawn after it is forwarded to the County Comptroller, and that after it is forwarded to the Comptroller, it is irrevocable. The EDU's assigned by this contract may **NOT** be transferred to or for the benefit of any property other than that described above, but may be transferred to another owner or owners of the above property for use on that property.

THE ASSIGNEE UNDERSTANDS THAT HE WILL BE REQUIRED TO PAY TO THE COUNTY 25% OF THE FACILITY CONNECTION CHARGE IN EFFECT AT THE TIME THE FULL FACILITY CONNECTION CHARGE OTHERWISE WOULD HAVE BEEN PAID, AND THAT HE IS REQUIRED TO PAY ALL OTHER APPLICABLE CHARGES, RATES, ASSESSMENTS AND OTHER FEES LAWFULLY IMPOSED BY THE COUNTY OR OTHER GOVERNMENTAL AUTHORITIES WITH RESPECT TO THE WASTEWATER TREATMENT FACILITY AND CONNECTIONS THERETO.

THIS ASSIGNMENT EXPIRES IF IT IS NOT USED FOR A PHYSICAL CONNECTION TO THE WASTEWATER FACILITY BEFORE AUGUST 31, 2044.

Dated this _____, _____.

ASSIGNOR:
NELL J. REDFIELD TRUST

By _____

Accepted this _____ day of _____, _____.

By: _____
Assignee

Reviewed and approved this ____ day of _____, ____.

WASHOE COUNTY UTILITY DIVISION

By: _____

THIS ASSIGNMENT MUST BE FORWARDED TO THE COUNTY COMPTROLLER AFTER IT IS FULLY EXECUTED AND APPROVED, AND IS NOT EFFECTIVE UNTIL RECEIVED BY THE COMPTROLLER.

Received and effective this ____ day of _____, ____

WASHOE COUNTY COMPTROLLER

By: _____