

DOC # 0727951
08/04/2008 01:26 PM Deputy: SG
OFFICIAL RECORD
Requested By:
MINDEN GARDNERVILLE
SANITATION DIST
Douglas County - NV
Werner Christen - Recorder
Page: 1 of 7 Fee: 20.00
BK-0808 PG-0393 RPTT: 0.00

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Minden-Gardnerville Sanitation
District
P.O. Box 568
Minden, Nevada 89423



CONTRACT FOR PROVIDING SEWER SERVICE

This Agreement is made on this 25th day of July, 2008, between BENTLY BIOFUELS COMPANY (hereinafter referred to as "OWNER"), and the MINDEN-GARDNERVILLE SANITATION DISTRICT, a governmental body organized under the laws of the State of Nevada (hereinafter referred to as "DISTRICT").

WITNESSETH:

WHEREAS, the OWNER has real property situate within the County of Douglas, State of Nevada, specifically described as follows:

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located with a portion of the Northeast one-quarter (NE 1/4) of Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the most westerly corner on the south line of Parcel 36 as shown on Record of Survey #2 To Support a Lot Line Adjustment for Dangberg Holdings Nevada, LLC filed for record January 18, 2002 in the office of Recorder, Douglas County, Nevada as Document No. 531719;
thence along said south line, South 89°29'43" East, 200.34 feet to the POINT OF BEGINNING;
thence NORTH, 231.53 feet;
thence EAST, 448.67 feet;
thence SOUTH, 235.48 feet to the said south line of Parcel 36;
thence along said south line, North 89°29'43" West, 448.69 feet to the POINT OF BEGINNING, containing 104,766 square feet, more or less, and more particularly shown on the attached Exhibit "A."

The Basis of Bearing of this description is South 89°29'43" East, the south line of Parcel 36 as shown on Record of Survey #2 To Support a Lot Line Adjustment for Dangberg Holdings Nevada, LLC filed for record January 18, 2002 in the office of Recorder, Douglas County, Nevada as Document No. 531719.

WHEREAS, the OWNER is desirous of obtaining sewer capacity and sewer service from the DISTRICT;

WHEREAS, the DISTRICT is willing to provide such sewer capacity and sewer service to the OWNER;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION ONE

In consideration of being able to deposit OWNER's sewage in the DISTRICT's sewer system, the OWNER agrees to pay the following fees:

a. An application fee in the sum of ONE THOUSAND DOLLARS (\$1,000.00) has already been paid. This fee will be applied against the DISTRICT's expenses for review of OWNER's plans. Any balance remaining will be refunded to OWNER, but in the event the DISTRICT's expenses for review of an application exceed the fee, the OWNER will pay to the DISTRICT the additional expense.

b. An acreage fee totaling ONE THOUSAND FOUR HUNDRED FORTY-THREE DOLLARS (\$1,443.00) which represents payment for the applicable acreage fee of SIX HUNDRED DOLLARS (\$600.00) per acre for 2.405 acres. Such amount is due and payable when this Agreement is returned to the DISTRICT fully executed by the OWNER. Payment must accompany the written Agreement. The receipt of this fee is acknowledged by the DISTRICT.

c. A capacity fee totaling TWENTY-SIX THOUSAND TWO HUNDRED TWENTY DOLLARS (\$26,220.00) represents payment for the applicable capacity fee of \$3,800 per unit for 6.9 units of capacity. The capacity fee will be paid by the OWNER, in full, on or before the earliest of the following dates: (1) within nine (9) months from the date the DISTRICT allows the capacity; (2) prior to the issuance of a connection permit; or (3) before the DISTRICT approves and/or signs any final subdivision parcel map. The above described capacity fee is subject to revision, and the amount of the fee shall be the comparable rate within the DISTRICT for each Equivalent Dwelling Unit at the time of allocation. All capacity not used with two (2) years of the date of allocation of the sewer capacity will be forfeited to the DISTRICT without any recourse or refund to OWNER. DISTRICT acknowledges that the capacity fee has been paid.

d. A connection fee is due and payable at the time connection is made. This fee is subject to revision, and the amount of the fee shall be the comparable rate within the DISTRICT for each Equivalent Dwelling Unit at the time of connection. Such connection fee is presently Two Hundred Seventy-Five Dollars (\$275.00) per Equivalent Dwelling Unit for residential connection and Three Hundred Dollars (\$300.00) for commercial connection. DISTRICT acknowledges the connection fee has been paid.

e. A monthly fee will be due and payable and will be the same as customers using sewage facilities within the DISTRICT for a comparable use but adjusted to account for the loss of the tax revenues. Billing will be on a quarterly basis and shall commence immediately after this Agreement is returned to the DISTRICT fully executed by OWNER.

f. Payments pursuant to Paragraph (e) above will become due and payable at the DISTRICT's office on or before the tenth (10th) day after the statement has been mailed. A basic penalty for non-payment of charges not paid when due of ten percent (10%) for the first month's delinquency shall be charged. In addition, a penalty of one and one-half percent (1-1/2%) per month for non-payment of the charges and basic penalty shall be imposed on the first day of the calendar month following the due date. Additional 1-1/2% penalties shall be charged for each additional month the account is in arrears.

SECTION TWO

OWNER agrees to construct all facilities in accordance with the DISTRICT's applicable rules, regulations and ordinances OWNER will give the DISTRICT five (5) days' notice prior to commencing construction.

SECTION THREE

All sewers shall be designed and constructed at the OWNER's expense, and the sewers shall be dedicated to the DISTRICT upon completion and approval by the DISTRICT. All sewers designed and constructed shall meet the requirements of the DISTRICT's applicable ordinances and its Sewage Master Plan. Upon dedication, the DISTRICT shall maintain the sewers at the DISTRICT's expense.

SECTION FOUR

OWNER agrees to grant to the DISTRICT a twenty (20) foot wide easement in all locations wherein the sewers are located. The easement shall be in substantially the form as the copy of the unexecuted Right of Way Grant attached hereto as Schedule A. OWNER agrees to properly execute all necessary and proper documents to carry out the requirements of the easement. OWNER also covenants, promises, warrants and agrees that OWNER shall never grant or

allow any person or entity other than the DISTRICT to acquire any license, easement, grant, right of use, or any type of permit, or right of way through, across, or upon OWNER's property for any purpose relating to the transport or deposit of sewage to or from any destination.

SECTION FIVE

The terms of this Agreement shall be deemed to be a covenant which runs with the land and shall be binding upon the heirs, devisees and assigns of the OWNER. A copy of this Agreement shall be recorded in order that subsequent parties will be bound by the terms of this Agreement.

SECTION SIX

When the DISTRICT desires an area being contracted with to be annexed or when an area being contracted with becomes contiguous to the DISTRICT's boundaries, the OWNER will annex its property and will pay all currently applicable fees and all fees thereafter.

SECTION SEVEN

In the event that the DISTRICT is legally unable to provide services or is prevented from further providing the same, this Agreement shall terminate and the DISTRICT shall have no further obligation to serve the OWNER, his heirs, devisees or assigns.

SECTION EIGHT

This Agreement shall inure to the benefit of and be binding upon the executors, administrators, assigns and successors of the respective parties.

SECTION NINE

OWNER shall have only sixty (60) days from the date this contract is delivered to OWNER, inclusive of any and all mailing time, to return the signed

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On this 22 day of July, 2008, personally appeared before me, a Notary Public, Jeffrey R. JARBOE, known to me to be the person whose name is subscribed to the within instrument, as authorized officer of BENTLY BIOFUELS COMPANY, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

SUBSCRIBED and SWORN to before me

this 22 day of July, 2008.

Theresa Lettner
Notary Public

