



SHAWNYNE GARREN, RECORDER

When Recorded Please
Return to:

Minden Gardnerville Sanitation District
1790 US Hwy. 395 N.
Minden, Nevada 89423

FIRST AMENDMENT TO CONTRACT FOR PROVIDING SEWER SERVICE

This Amendment is made on this 13th day of April, 2023 by and between the PINE VIEW ESTATES HOME OWNERS ASSOCIATION, a Nevada Corporation organized and existing under NRS 81.010 – 81.160, (hereinafter referred to as “OWNER” or “HOA”), and the MINDEN-GARDNERVILLE SANITATION DISTRICT, a governmental body organized under the laws of the State of Nevada (hereinafter referred to as “DISTRICT”) and amends the Contract for Providing Sewer Service made by the HOA and the District on August 19, 2022, as recorded by the District in the Office of the Recorder, Douglas County, Nevada on November 28, 2022 (the “Contract”), as Document No. 2022-991909.

The HOA and the DISTRICT hereby replace the eighth “WHEREAS” paragraph of the Contract with the following:

WHEREAS, in order to implement the terms and conditions of this Agreement the DISTRICT plans to enter into a certain indebtedness of a principal-forgiveness loan between the District, as borrower, and the State of Nevada , Division of Environmental Protection as lender, pursuant to the Nevada Clean Water State Revolving Fund program approved by the Board for Financing Water Projects on [APPROVAL DATE] to assist OWNER in the design, construction and installation of OWNERS’s Main (the “SRF Loan”), but assumes no obligations, liabilities or responsibilities under or pursuant to said loan agreement of whatsoever kind or nature save and except and subject to the condition that it actually enters into such agreement, in which case District’s duties, obligations and responsibilities shall be determined solely and exclusively by the terms and conditions of said loan agreement;

The HOA and the DISTRICT hereby replace SECTION TWO of the Contract with the following:

SECTION TWO

DISTRICT agrees that subject to related legal fees and an administrative fee in a commercially reasonable amount to be agreed upon in the future, it will expend the entirety of the SRF Loan to assist OWNER in the design, construction and installation of OWNERS's Main.

- a. **Reimbursement from SRF Loan.** Quarterly, the District shall reimburse Owner the direct, actual costs of the Improvements incurred by Owner from proceeds of the SRF Loan. Owner shall supply the District with copies of contracts, vouchers, bills, bills of sale, agreements, invoices, cost data, releases, change orders and any other documents, materials, information and other data (back-up information) as may reasonably be required by the District to support, verify and otherwise confirm the payment to Owner. In no event shall District's reimbursement obligation or payment obligations under this Agreement exceed the amount of the proceeds received on the SRF Loan, nor shall District assume any liability or responsibility whatsoever for confirming, verifying, inspecting or ensuring that any of the Improvements were procured, installed, built or constructed, or, other than as set forth in Section 3 (a) below dealing with the Main, built or constructed in accordance with or compliance with any law, ordinance, or regulation of any governmental entity or agency having any jurisdiction over the premise, or any industry or standard, of whatsoever kind or nature, or the authenticity, legitimacy, validity, or genuineness of any back-up information, and may exclusively rely on the presentation or representation of such by Owner, or Owner's representative, for any and or all of the above without any inquiry whatsoever. This Agreement does not set forth any terms or conditions relating to District's rights, duties or obligations under the SRF loan and District assumes no liability or any duties, obligations or responsibility for said loan, or for any aspect of said loan including application for said loan or repayment unless and until District enters into

an agreement for said loan in which case its liability shall be exclusively determined under and pursuant to the terms and conditions of such loan agreement and not otherwise.

All other provisions of the Contract remain unchanged and are in full force and effect.

EXECUTED at Minden, Nevada, on the date first above written.

DISTRICT

OWNER

By: Barbara S. Smallwood
Barbara S. Smallwood
Chair, Board of Trustees
Minden Gardnerville Sanitation District

By: Larry Rice
Larry Rice
President, Pine View Estates Home
Owners Association

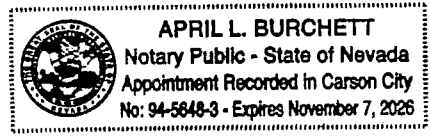
ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me, a Notary Public, on the 13th day of April, 2023, by Larry Rice.

By: April L. Burchett
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)



This instrument was acknowledged before me, a Notary Public, on the 23rd day of May, 2023, by Barbara S. Smallwood.



By: April L. Burchett
Notary Public