



SHAWNYNE GARREN, RECORDER

When Recorded Please  
Return to:

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

**ADDENDUM AND THIRD AMENDMENT  
TO CONTRACT FOR PROVIDING SEWER SERVICE**

This Addendum and Third Amendment (Addendum) to Agreement dated August 19, 2022, between Pine View Estates Home Owners Association (HOA or Owner) and Minden-Gardnerville Sanitation District, (District) and together Parties, is made on this 19 day of August 2024.

**WITNESSETH:**

WHEREAS, HOA and District entered into a Contract for Providing Sewer Services on or about August 19, 2022 (Agreement), which outlined various duties and responsibilities between the Parties regarding the design, construction, and dedication of improvements necessary for District to provide sewer service to members of the HOA from the District's treatment plant and related facilities (Project);

WHEREAS, the Agreement was amended by First Amendment to Contract for Providing Sewer Service dated April 13, 2023, and recorded on May 31, 2023, as document No. 2023-996933, and was amended by Second Amendment to Contract for Providing Sewer Service dated May 20, 2024, and recorded May 21, 2024, as Document No. 2024-1008368;

WHEREAS, a portion of the project is to be funded from the proceeds of a loan from the Nevada State Department of Conservation & Natural Resources (State) in an amount not to exceed two million, one hundred eighty thousand dollars (\$2,180,000) (Loan Funds) which loan is generally referred to in Section Two of the Agreement, as amended;

WHEREAS, to facilitate the design and construction of the project District agreed to serve and act as a conduit to receive the Loan Funds from the State and disburse said funds for the Project pursuant to the terms and conditions set forth in the Agreement and in particular, Section Two of the Agreement;

WHEREAS, pursuant to said loan, State has provided District with a draft State of Nevada Clean Water State Revolving Loan Fund Loan Contract No. CW2307 (Loan Contract), a copy of which contract (which may be revised in final form) is attached hereto as Exhibit 1 and fully incorporated herein by reference;

WHEREAS, the proposed Loan Contract imposes on District, as Recipient of the Loan Funds, certain duties, responsibilities and obligations in connection with the receipt and

disbursement of the Loan Funds and ongoing duties and obligations in connection with the design, construction, operation, maintenance, repair, and replacement of the Project;

WHEREAS, the Agreement provides that District shall assume no liabilities whatsoever for confirming, verifying, inspecting or ensuring that any of the improvements for the Project were procured, installed, built or constructed in accordance with the requirements of any law, ordinance, or regulation of any governmental agency, or any industry standard or to verify the authenticity, legitimacy or genuineness of any back up information provided by HOA and can rely exclusively on the representations or presentations of HOA in connection with such matters;

WHEREAS, the Parties desire to enter into this Addendum to Agreement to accommodate duties, responsibilities, and obligations regarding the Loan Contract in its final form; and

WHEREAS, the Parties also desire to amend and replace Section 10 of the Agreement in its entirety to provide for additional or increased fees for future hookups or connections to Owner's main during the term of the USDA loan.

NOW THEREFORE, the Parties Agree as follows:

1. HOA assumes all liability and responsibility for complying with and performing all obligations of District under and pursuant to the Loan Contract, and agrees to save, defend, and hold District safe and harmless, including reasonable costs and attorney fees, from any claim of failure or neglect, and or actual failure or neglect to comply with the requirements of the Loan Contract, including but not limited to the obligation to prepare, and maintain and update a fiscal sustainability plan for the Project as set forth in Section 8 of the Loan Contract, and to establish and maintain a capital asset replacement reserve account for the Project, as set forth in Section 9 of the Loan Contract, and to do all things necessary or required by the State to establish, set up, maintain, update and provide the State with such plan and account and to otherwise do all things necessary or required by the State to comply with all the terms of the Loan Contract including but not limited to Sections 8 or 9 of the Loan Contract (as may be amended or revised from time to time).

2. The indemnity set forth in 1 above, shall not apply to any claim or liability resulting from any acts or omissions of District that proximately caused or contributed to any such claimed failure of compliance.

3. HOA agrees to cooperate with and do all things reasonably necessary for District to comply with its obligations under the Loan Contract without cost or expense to District.

4. Section Ten of the Agreement shall be amended to state as follows:

DISTRICT shall assess a fee of FIVE HUNDRED DOLLARS (\$500) per EDU allocated upon or for all future connections to OWNER's main during the term of the USDA loan and remit the same to OWNER, which OWNER will apply to the principal of the USDA Loan. The five-hundred-dollar fee will be in addition to any connection or allocation fee already charged by the DISTRICT. The DISTRICT's obligation pursuant to this Section

will terminate upon OWNER's full repayment of the USDA Loan.

5. The Parties agree that the Agreement, First Amendment and Second Amendment, shall remain in full force and effect in compliance with all of their terms save except as may be added to or clarified herein and to the extent of any inconsistency or contradiction in the terms of the Agreement, First Amendment and Second Amendment and this Addendum, the terms of this Addendum shall control.

6. The Parties agree that the process and mechanics of requesting or approving the disbursement of Loan Funds from the State may be set forth in a separate writing between them for the purpose of facilitating the disbursement thereof and that the State is entitled to rely on any such separate writing and this Addendum for purposes of approving and disbursing said funds.

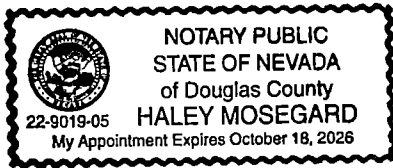
**DISTRICT:**

MINDEN GARDNERVILLE SANITATION

DISTRICT

By: Barbara S. Smallwood

Barbara S. Smallwood  
Chair, Board of Trustees

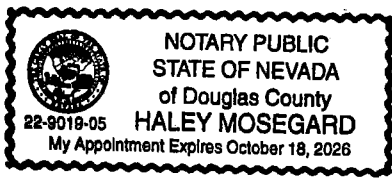


**ACKNOWLEDGEMENT**

STATE OF NEVADA        )  
  ) SS.:  
COUNTY OF DOUGLAS    )

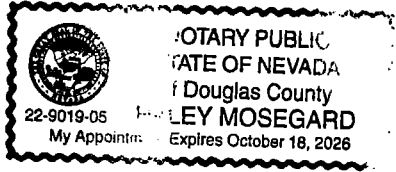
On the 19 day of AUGUST, in the year 2024, before me, the undersigned, personally appeared BARBARA SMALLWOOD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within this Agreement and acknowledged to me that he/she executed the same in his/her capacity as CHAIR of BOARD OF TRUSTEES, and that by his/her signature executed the instrument on behalf of Minden Gardnerville Sanitation District.

By: Haley Mosegard  
Notary Public for the State of Nevada  
Commission expires: 10/18/2026



OWNER:

PINE VIEW ESTATES HOME OWNERS ASSOCIATION



By: *Denise Beronio*  
Denise Beronio  
President

**ACKNOWLEDGEMENT**

STATE OF NEVADA        )  
  ) SS.:  
COUNTY OF DOUGLAS    )

On the 19<sup>TH</sup> day of August, in the year 2024, before me, the undersigned, personally appeared Denise Beronio, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within this Agreement and acknowledged to me that he/she executed the same in her capacity as President of the Pine View Estates Home Owners Association, and that by her signature executed the instrument on behalf of Pine View Estates Homeowners Association.

By: *Haley Mosegard*  
Notary Public for the State of Nevada  
Commission expires: 10/18/2026