

NF
Rich. Drew

FILED
90-036

MODIFICATION OF LEASE AGREEMENT

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THIS AGREEMENT is made and entered into this ^{21st} day of September, 1989 by and between the COUNTY OF DOUGLAS (hereinafter referred to as "Lessor"), and BENTLY NEVADA CORPORATION, a Nevada corporation, (hereinafter referred to as "Lessee"), based upon the following facts:

1. The parties entered into an agreement effective the first day of November, 1982, wherein Lessee leases property from Lessor at the Douglas County Airport.

2. The parties modified this agreement in June, 1986, clarifying the legal description of the property leased and extending the term.

3. The parties modified this agreement by document dated September 16, 1988, further extending the term of the lease.

4. The master lease agreement, at Paragraph 6, provides that among other things, Lessee shall pay when due all sewer charges. However, until the present time the demised premises has been served by an individual sewage disposal system.

5. Douglas County has now constructed a sewage facility which will treat the effluent generated by the demised premises, and has constructed a transmission line which will accept the effluent generated by the demised premises.

6. The parties desire to modify the aforementioned lease to provide for the terms and conditions of provision of sewage treatment by Lessor.

Based upon these facts, which are incorporated into the body of this Agreement by reference, and the mutual covenants and conditions of the parties, they agree as follows:

1. Effective September 1, 1989, Lessor shall receive, on the terms and conditions which follow, the sewage effluent from Lessee generated at the demised premises.

2. Lessor shall provide 10,000 gallons per day (GPD) capacity in its treatment plant.

3. Lessee shall pay a total fixed fee of \$1,083.34 per month.

4. Lessee shall pay a user fee of \$1.96 per 1,000 gallons of effluent treated.

5. Lessee shall be responsible for payment and construction of all improvements necessary to access to the sewer transmission line.

6. Lessee shall be responsible for all costs associated with decommissioning of the ISDS.

7. Lessee shall meter its use and make the results available to Lessor.

8. Lessee shall be responsible for compliance with all discharge limitations and requirements as contained in its discharge permit issued by the State of Nevada Department of Environmental Protection, which is incorporated into this Agreement.

9. TERM. The term of this Agreement shall be as follows:

A. The initial term of the lease shall extend through October 31, 1991.

B. In the event Lessee is not in default at the time of exercise, Lessee is hereby granted the right to renew this lease for seven one-year periods, ultimately extending through October 31, 1998, by providing written notice to renew to Lessor, at least ninety (90) days before the expiration of the lease, or any option.

10. PRECEDENCE. To the extent this is in conflict with any of the terms of the master lease as modified, the terms stated herein shall prevail.

11. SURVIVAL. The balance of the terms and conditions of the original lease and the 1986 and 1988 modifications, to the extent they are not in conflict herewith, survive this modification and are ratified as though incorporated herein.

COUNTY OF DOUGLAS, Lessor
By [Signature]

BENTLY NEVADA CORPORATION,
Lessee
By [Signature]

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

Witness my hand and seal this 11th day of June, 1990
at Reno, Nevada.
By [Signature] Deputy

SEAL

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'90 JUN 11 P3:28

SUZANNE BLAUGREAU
RECORDER 227923

S. PA. K. DEPUTY

BOOK 690 PAGE 1447