

Recorder's Office Cover Sheet

Recording Requested By:

Name: Philip Ritger

Department: Public Works



KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement**
- Contract**
- Grant**
- Change Order**
- Easement**
- Other**

specify: _____

7/21/2022
DATEDOUGLAS COUNTY CLERK
MINDEN, NVBY [Signature] DEPUTY**CONTRACT AMENDMENT NO. 03****To the Effluent Discharge Agreement – Kirman Tract****between Douglas County****and****Heybourne Meadows, LLC**

This Third Amendment to the Effluent Discharge Agreement – Kirman Tract is entered into by and between Douglas County, Nevada (County) and Heybourne Meadows, LLC, a Nevada Limited Liability Company (Owner). County and Owner may at times be referred to herein individually as a “Party” or collectively as the “Parties.”

Whereas, County and Bently Family Limited Partnership originally entered into an Effluent Agreement on June 6 2007, which is Recorded with the Douglas County Recorder as Document No. 0703156 (Original Agreement); and

Whereas, the Original Agreement was first amended on February 4, 2010, and that amendment is recorded as Document No. 0758303 (First Amendment); and

Whereas, the Agreement was amended a second time, in Contract Amendment No. 2, adopted and approved by the County immediately preceding the adoption of this Amendment No. 3 on July 20, 2022 (Amendment 2); and

Whereas, the agreement pertains to Owner’s use of treated effluent for irrigation purposes on property located in the vicinity of the County’s North Valley Waste Water Treatment Facility; and

Whereas, the Parties desire to amend the Original Agreement, as amended, for the purpose of (1) decreasing the total available irrigation land acreage, and (2) increasing the overall term of the agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. This amendment shall become effective on the date that it is last signed by all parties.
2. Paragraph 2 of the Original Agreement, as amended by Amendment #2, shall be deleted in its entirety and replaced with the following:

Owner will provide up to 220 acres of land on the Project for application of the County’s effluent, and will accept up to 750 acre-feet annually (afa) of County-treated effluent for irrigation reuse. The County will not object to Owner’s reduction of available acreage from 220 acres to as low as 200 acres, provided that Owner (at Owner’s expense) obtains all necessary permissions and permits from regulating authorities (including NDEP)

confirming that the available acreage accommodates the 750 afa discharge.

3. Owner will be responsible for all costs associated with modifying the NDEP groundwater discharge permit for the updated available acreage.
4. The initial thirty (30) year term of the agreement shall be extended as follows:
 - o Pursuant to Paragraph 17 of the Original Agreement, the initial term is 30 years and is set to expire in 2037. The parties hereby agree to extend the initial term an additional 15 years, such that it instead expires on July 1, 2052. Thereafter, the 25 year option period described in Paragraph 17 of the Original Agreement will follow unless notice is given pursuant to the agreement.
5. Each natural person signing this instrument, for or on behalf of a legal entity party hereto, represents, warrants, assures and guarantees to each other such natural person, and to each other such legal entity, that he or she is duly authorized and has the legal power and authority to sign this instrument.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, the County, by and through Patrick Cates, County Manager, as authorized by the Board of County Commissioners during a Public Meeting, and Matt Carter, Managing Member of Heybourne Meadows, LLC on the respective dates indicated below.

County:

Douglas County

By: *[Signature]* 07/20/22

Patrick Cates, County Manager (Date)

As authorized in a public meeting on 07/20/2022

Owner:

Heybourne Meadows LLC

By: Matt Carter, Managing Member

Signature: *[Signature]*

Date: 7-18-22

STATE OF NEVADA)

COUNTY OF DOUGLAS)

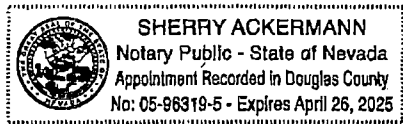
This instrument was acknowledged before me,

a Notary Public, on the 18 day of

July, 2022 by Matt Carter.

[Signature]

Notary Signature & Seal



COPY

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

21st day of July, 2022

By [Signature] Deputy