

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** Philip Ritger

**Department:** Public Works



00157676202209877300060068

KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

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

**specify:** \_\_\_\_\_

FILED

NO. 2022-150

7/21/2022  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

**CONTRACT AMENDMENT NO. 02**

**To an Effluent Agreement between Douglas County** BY [Signature] **DEPUTY**

**and**

**Bently Family, LLC f/k/a Bently Family Limited Partnership**

This Second Amendment to the Effluent Agreement Between Douglas County and Bently Family, LLC f/k/a the Bently Family Limited Partnership is entered into by and between Douglas County, Nevada (County), Bently Family, LLC, a Nevada Limited Liability Company (Assignor) and Heybourne Meadows, LLC, a Nevada Limited Liability Company (Assignee). County, Owner/Assignor and Assignee may at times be referred to herein individually as a "Party" or collectively as the "Parties."

**Whereas**, County and Assignor originally entered into an Effluent Agreement Between Douglas County and Bently Family Limited Partnership 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 pertains Assignor'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**, Assignor now desires to sell, and Assignee desires to buy, property identified as the "Project Area" in the Original Agreement; and

**Whereas**, the Parties agree that the Original Agreement, as amended, runs with the land and will therefore inure to the benefit of the buyer, who is identified herein as the Assignee; and

**Whereas**, the Parties desire to amend the Original Agreement, as amended, for the purpose of updating the Owner's identity and contact information and confirming the County's approval of the assignment to the extent that such approval is required.

**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 agreement shall become effective on the date that it is last signed by all parties or upon the recordation of the deed (or other conveyance document) transferring the Project Area from Assignor to Assignee, whichever is later (Effective Date).
2. Upon the Effective Date, all references to "Owner" in the Original Agreement, as amended, shall now refer to **Heybourne Meadows, LLC**.

3. Upon the Effective Date, Paragraph 24 of the Original Agreement shall be deleted and replaced with the following text:
- o All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County  
ATTN: County Manager  
PO Box 218  
Minden, NV 89423

To Owner: **Heybourne Meadows LLC**  
**880 Northwood Blvd.**  
**Incline Village, NV 89451**

4. To the extent that Paragraph 25 of the Original Agreement requires the County's written consent to an assignment or transfer in interest under the agreement, the County hereby confirms that it does not object to the transfer from Assignor to Assignee.
5. To the extent that the Original Agreement has a title of "Effluent Agreement Between Douglas County and Bently Family Limited Partnership" such title shall be updated to "Effluent Discharge Agreement - Kirman Tract"
6. The reference in Paragraphs 2 to "250 acres of land" shall be amended to say "247 acres of land"
7. Assignee confirms that it accepts the assignment of the Original Agreement, as amended, concurrent with the transfer of land from Assignor to Assignee. Beginning on the effective Date, Assignee agrees to assume and be bound by all of the terms of the Original Agreement (as amended) and to be held liable under the terms thereof.
8. The Parties agree that the County's consent to this assignment shall not constitute a consent to any future assignment or subletting.
9. The Parties may execute this Second Amendment in counterparts and all will constitute one agreement that will be binding on all the Parties.
10. The Parties each agree and acknowledge that the County has satisfied all of its obligations with respect to Paragraphs 12, 13, and 15 under the Original Agreement.
11. 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 **Jeff Jarboe, Chief Financial Officer on**

behalf of the Bently Family, LLC, 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

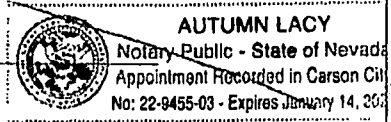


ASSIGNOR:  
Bently Family, LLC  
f/k/a Bently Family Limited Partnership  
By: Jeff Jarboe, Chief Financial Officer

Signature: [Signature]  
Date: 29 June 2022

STATE OF NEVADA )  
COUNTY OF DOUGLAS )  
This instrument was acknowledged before me,  
a Notary Public, on the 29 day of JUNE  
2022, by Jeff Jarboe on behalf of Bently  
Family, LLC.

[Signature]  
Notary Signature

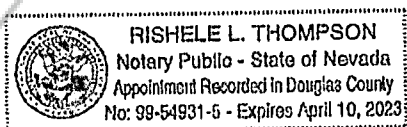


ASSIGNEE:  
Heybourne Meadows LLC  
By: Matt Carter, Managing Member

Signature: [Signature]  
Date: 7/5/22

STATE OF NEVADA )  
COUNTY OF DOUGLAS )  
This instrument was acknowledged before me,  
a Notary Public, on the 5 day of  
July, 2022 by Matt Carter.

[Signature]  
Notary Signature & Seal





## Notice to Transfer Permit / Change of Ownership

A copy of this notice between the two entities must be submitted to the Division before this request may be processed. Until the director approves the transfer of a permit, the owner or operator indicated in the most current permit is responsible for complying with NAC 445A.070 to 445A.340, inclusive and all permit conditions.

Permit No.: NS2002505 Facility Name: Kirman Tract Field  
 Facility Location (County, City): Douglas County Minden  
 Requested Effective Date of Transfer: \_\_\_\_\_  Backup Documentation Attached

### Current Permittee:

Company: Bentley Ranch  
 Address: P.O. Box 127 Minden NV 89423

I hereby notify the Division of the sale or legal transfer of this facility or activity under NAC 445A.263. Further, I agree to assign my rights as permittee to the proposed permittee in the event the Division agrees to the transfer of permit.

Signed\*\* : Matt McKinney Date: May 24, 2022  
 Name and Official Title: General Manager  
(Please type or print)

\*\* Must be an authorized signatory as per NAC 445A.231.

### New Permittee:

Company: \_\_\_\_\_ Contact Person: Matt McKinney  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fed Tax ID No. \_\_\_\_\_

I hereby certify I am familiar with the Nevada Water Pollution Control Regulations, NAC 445A.070 - 445A.340, inclusive. Further, I state I am familiar with the permit, and I agree to comply with its terms and conditions, including the requirement to submit routine monitoring reports. I agree to assume the rights and liabilities contained in the permit, and the statutes and rules under which it was issued. I also agree to promptly notify the Division of Environmental Protection of any future change in ownership of or responsibility for this facility or activity.

Signed\*\* : \_\_\_\_\_ Date: \_\_\_\_\_  
 Name and Official Title: Matt McKinney, Owner  
(Please type or print)

\*\* Must be an authorized signatory as per NAC 445A.231.

Transfer of Permit approved by NDEP on this Date: _____	
By: _____	Title: _____

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

21<sup>st</sup> day of July, 2022

By [Signature] Deputy