

**AMENDMENT NO. 1**

SOIL EXPORT AND LICENSE AGREEMENT  
BY AND BETWEEN  
EASTERN MUNICIPAL WATER DISTRICT AND  
NUEVO MEADOWS LAND COMPANY, LLC, A DELAWARE  
LIMITED LIABILITY COMPANY

This Amendment No. 1 (“Amendment”) to the Subject Agreement by and between **EASTERN MUNICIPAL WATER DISTRICT** (hereinafter “District”) and **NUEVO MEADOWS LAND COMPANY, LLC** (hereinafter “Developer”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**RECITALS**

WHEREAS, on December 7, 2015, the Parties entered into a Soil Export and License Agreement (the “Subject Agreement”) setting forth the terms and conditions for Developer’s purchase of excess soil located at District’s (Ski Land) property. All capitalized terms used but not defined herein shall have the meaning set forth in the Subject Agreement; and

WHEREAS, in accordance with the aforementioned terms and conditions, the Subject Agreement shall terminate upon completion of the Grading and Soil Export Operations as contemplated therein, or on November 1, 2020, whichever first occurs; and

WHEREAS, Developer desires to extend the License Term of said Agreement to November 1, 2021; and

WHEREAS, District agrees to such extension pursuant to the terms and conditions more thoroughly described herein; and

WHEREAS, the purpose of this Amendment No. 1 is to set forth the terms and conditions whereby District agrees to extend the License Term of the Subject Agreement to completion of the Grading and Soil Export Operations, or to November 1, 2021, whichever first occurs.

NOW THEREFORE, for and in consideration of the mutual premises and covenants contained herein, the Agreement is hereby amended as follows:

**AMENDMENT**

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Amendment No. 1.
2. Extended Term. The License Term shall be extended by one additional year to November 1, 2021 provided, however, that on or before October 1, 2020 Developer has:
  - a. Submitted the Plan of Service with any required deposits to District for Developer’s Property; and

- b. Obtain any and all required permits and environmental clearances from jurisdictional agencies, and Submit required grading plans and required plan check deposits to District for the Grading and Soil Export Operations contemplated in the Subject Agreement.

Developer hereby acknowledges, understands, and agrees that, precedent to submitting the aforementioned water and sewer facility plans, it is Developer's sole responsibility to prepare and submit any and all design reports required by District, and to receive and incorporate District design conditions into said plans. The review and approval of such reports and preparation of design conditions by District shall not be unreasonably withheld.

Developer further acknowledges, understands and agrees that in the event the aforementioned conditions for extension defined in 2.a and 2.b, above, are not submitted to District on or before October 1, 2020, the Subject Agreement shall then terminate without any further action or notice on November 1, 2020.

3. Amendments.

A. All references in the Subject Agreement to Tentative Tract Map No. 33635 or TTM 33635, shall be replaced with Tentative Tract Map No. 36635 or TTM 36635.

B. All references in the Subject Agreement to the number of residential lots approved in Tentative Tract Map No. 36635 or TTM 36635 shall be amended to reflect the approval of 275 residential lots in Tentative Tract Map No. 36635 or TTM 36635.

Except as amended herein, all other terms and conditions of the Subject Agreement dated December 7, 2015 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed as of the date last executed.

**EASTERN MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Paul D. Jones II, P.E., General Manager

Dated: \_\_\_\_\_

**DEVELOPER**

By: \_\_\_\_\_  
Gregory P. Lansing, Managing Member

Dated: \_\_\_\_\_