

130762

AGREEMENT

This AGREEMENT made and entered into this 16 day of November, 1989 by and between JOSEPH ZIGICH, hereinafter referred to as "SELLER" and MIKE WORDEN hereinafter referred to as "BUYER".

RECITALS

WHEREAS, Seller owns certain real property located in Eureka County, State of Nevada, more particularly described as Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, Seller executed a deed and an assumption agreement whereunder Seller is now the owner of the above described real property subject to payment of a Deed of Trust securing a obligation originally due and owing from Seller to Edward B. Anderson and Lee Anderson the beneficial interest of which was assigned to E & R, Inc.; and

WHEREAS, the Devils Gate Water Users Association is the owner of all water to be used for domestic and other purposes for the above-described real property; and

WHEREAS, as a condition of the transfer of the real property and assumption hereunder Buyer and Seller agree that Buyer shall connect to the Devils Gate Water Users Association;

NOW, THEREFORE, parties hereby agree as follows:

ARTICLE I.

WATER HOOKUP

SECTION 1.01. Buyer agrees that a special condition to conveyance of the above described real property that Buyer shall obtain any all domestic water through the Devils Gate Water Users Association. In connection therewith, Buyer agrees to construct at his expense any necessary improvements in order to hookup water from his property to the adjoining Devils Gate Water Users Association. Buyer further agrees that he shall pay all

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LAW OFFICES  
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1 customary fees as required by the Devils Gate Water Users  
2 Association of water uses and the association.

3 SECTION 1.02 Transfer to Deed Subject to Conditions.  
4 The conveyance of the real property from Buyer to Seller is  
5 expressly made contingent and subject to Buyer performing under  
6 this Agreement and any failure to performance by the Buyer of the  
7 terms and conditions contained herein shall act as a cancellation  
8 to the transfer of the above described deed and any and all  
9 interest in the above described real property shall revert and  
10 vest in the Buyer.

11 ARTICLE II.  
12 BINDING EFFECT.

13 SECTION 2.01. Binding Effect. This agreement shall  
14 inure to the benefit of and be binding on the heirs, executors,  
15 administrators, assigns, devisees, and legatees of the parties.

16 IN WITNESS WHEREOF, the said parties hereto have here-  
17 unto set their hands the 16 day of November, 1989.

18 SELLER:  
19 Joe Zirich  
20 JOE ZIRICH

21 PURCHASER:  
22 Mike Worden  
MIKE WORDEN

23 STATE OF NEVADA, )  
24 County of White Pine. ) ss.

25 On this 16 day of November, 1989, personally  
26 appeared before me, a Notary Public in and for the County and  
27 State above, JOE ZIRICH, who acknowledged that he executed the  
28 above instrument.

GARY D. FAIRMAN  
Notary Public  
Commission Expires Feb. 21, 1992

29 STATE OF NEVADA, )  
30 County of White Pine. ) ss.

31 On this 16 day of November, 1989, personally  
32 appeared before me, a Notary Public in and for the County and  
State above, MIKE WORDEN, who acknowledged that he executed the  
above instrument.

GARY D. FAIRMAN  
Notary Public  
Commission Expires Feb. 21, 1992

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7051 287-4272

RECORDED AT THE REQUEST OF  
M. Ke *Warden*  
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OFFICIAL RECORDS  
ELIAS COUNTY, NEVADA  
MIN. DEBATE RECORDER  
FILE NO 130762  
fees 7.00

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