

GID - JERRY ANDERSON

Eureka, Nevada

June 7, 1999

THIS AGREEMENT is made this 7th day of June, 1999, between the DEVIL'S GATE GENERAL IMPROVEMENT DISTRICT (GID), a political subdivision of the State of Nevada, and JERRY ANDERSON, a natural person residing in the County of Eureka, State of Nevada, with reference to the following facts:

- A. The GID desires to secure the use of an installed pipeline with a proper easement and all attachments, which JERRY ANDERSON now holds as his property.
- B. JERRY ANDERSON desires to obtain four (4) hookups to the GID water system for residential purposes on four (4) lots now owned by him.
- C. As part of the consideration for this deal, JERRY ANDERSON's brother Ed Anderson desires to transfer some water rights to the GID, and some land now owned by JERRY ANDERSON and his brother Ed Anderson to the GID.
- D. As additional consideration all parties desire to waive all claims against each other regarding the transport and supply of water by the GID to the four (4) parcels mentioned above.

NOW, THEREFORE, on the basis of the foregoing facts and in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

- 1. In a separate contract with Ed Anderson the GID will accept the transfer of water and land in return for a waiver of all claims regarding the transport and supply of water by the GID and waiver of the connection fees by the GID for water service to the four (4) lots now owned by JERRY ANDERSON.
- 2. JERRY ANDERSON hereby grants, bargains, and sells to the GID that certain installed pipe with a proper easement for the service and maintenance of the pipe and all attachments, recently inspected by the County Department of Public Works, having an approximate value (including labor and materials) of \$5,000.00. The GID agrees to waive the connection fees with water service permitted by ordinance for the four (4) lots now held by JERRY ANDERSON.
- 3. JERRY ANDERSON further agrees to convey the land now used under a proper easement by the GID to operate a well, and agrees to execute whatever documentation is necessary to accomplish this task.

4. Both the GID and JERRY ANDERSON agree to waive all claims now known or through the exercise of reasonable diligence could be discovered against each other and hold each other harmless for any claim regarding the transport and supply of water by the GID to the four (4) parcels now owned by JERRY ANDERSON.
5. All parties agree to execute whatever additional documentation may be necessary to carry out the provisions of this contract. This agreement is the entire understanding and agreement of the parties and there are no other agreements or understandings, written or oral in effect between the parties.

IN WITNESS WHEREOF, the parties have hereunder set their hands upon the date and year below written:

Signed this 7th day of
June, 1999.

DEVIL'S GATE GENERAL IMPROVEMENT
DISTRICT, a political subdivision of the State
of Nevada:

BY: Hale Bailey
HALE BAILEY, Chairman

Signed this 7th day of
June, 1999.

JERRY ANDERSON:

Jerry Anderson
JERRY ANDERSON

ATTEST:

Joan Shangle
Joan Shangle, Eureka County Clerk
and ex officio Clerk of the GID

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Eureka County
99 JUN 11 PM 12:20

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 172269
FEES No Fee

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