

Eureka, Nevada

June 7, 1999

THIS AGREEMENT is made this 7<sup>th</sup> day of June, 1999, between the DEVIL'S GATE GENERAL IMPROVEMENT DISTRICT (GID), a political subdivision of the State of Nevada, and ED 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 ED ANDERSON's brother, Jerry Anderson, now holds as his property.
- B. ED ANDERSON's brother, Jerry Anderson, desires to obtain four (4) hookups to the GID water system for residential purposes on four (4) lots now owned by Jerry.
- C. As part of the consideration for this deal, ED ANDERSON desires to transfer some water rights to the GID, and some land now owned by ED ANDERSON and his brother, Jerry 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 Jerry Anderson the GID will accept the pipe and all attachments 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. ED ANDERSON hereby agrees to transfer and forever release not less than 4.48 acre feet of water to the GID, and execute whatever documentation is necessary to accomplish this task.
- 3. ED 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 ED 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 7<sup>th</sup> day of  
June, 1999.

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

BY: *Ha B Bailey*  
HALE BAILEY, Chairman

ED ANDERSON:

Signed this 7<sup>th</sup> day of  
June, 1999.

*Edward W Anderson*  
ED ANDERSON

ATTEST:

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

BOOK 327 PAGE 419  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Eureka County*  
99 JUN 11 PM 12:28

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO.

172270

FEES *No*  
*Fee*

Page 2 of 2

BOOK 327 PAGE 420