

**Official Record**Recording requested By  
EUREKA COUNTY COMMISSIONERS

Eureka County - NV

Mike Rebaleati - Recorder

Fee Page 1 of 3

RPTT: Recorded By: FS

Book- 0471 Page- 0063



0211722

Eureka, Nevada

March 6, 2008

**AGREEMENT**

THIS AGREEMENT is made and entered into this 6th day of March, 2008, by and between EUREKA COUNTY, a political subdivision of the State of Nevada, and AMERICAN SALVAGE, INC., an independent contractor.

- A. EUREKA COUNTY requires collection of scrap metal and white goods at the Eureka Landfill, located at T19N, R53E, Section 13, NE4NW4.
- B. AMERICAN SALVAGE INC. is a company which collects and recycles scrap metal and white goods.

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. The initial term of this AGREEMENT has been for one (1) year, beginning on April 1, 2007, and is hereby extended for an additional one (1) year to terminate March 31, 2009, unless earlier terminated according to the terms of this agreement. Termination may occur unilaterally by either party for any

reason or no reason at all.

2. Written notice of termination shall be delivered to the addresses listed below:

Eureka County  
P.O. Box 714  
Eureka, NV 89316

American Salvage Inc.  
1915 Kuenzli  
Reno, NV 89502

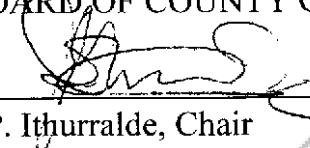
If the AGREEMENT is terminated, it will become effective thirty (30) days after mailing of notice.

3. The COUNTY shall furnish AMERICAN SALVAGE, INC. access upon the site to compact and collect any and all scrap metal and white goods.
4. The removal of material shall occur during normal business hours of the Landfill unless otherwise arranged in advance with EUREKA COUNTY.
5. Once the material has been removed from the Landfill site, EUREKA COUNTY will receive the bid value of Forty-five dollars (\$45.00) per ton at the time of material pick-up from AMERICAN SALVAGE INC.
6. Payment shall be made within thirty (30) days from the date of removal.
7. The parties to this AGREEMENT shall hold each other harmless for any damages whatsoever, included but not limited to personal injury, death, or property damages, as a result of AMERICAN SALVAGE, INC. activity upon the land owned by EUREKA COUNTY.
8. The parties further agree this AGREEMENT shall be interpreted under the laws of the State of Nevada.

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

Signed this 20<sup>TH</sup>  
~~6<sup>th</sup>~~ day  
of March, 2008.

BOARD OF COUNTY COMMISSIONERS:


  
\_\_\_\_\_  
J.P. Ithurrealde, Chair  
P.O. Box 677  
Eureka, Nevada 89316

ATTEST:

  
\_\_\_\_\_  
Jackie Berg, Eureka County Clerk

Signed this 10<sup>th</sup>  
day of ~~February~~, 2008.  
March

AMERICAN SALVAGE, INC.

  
\_\_\_\_\_  
1915 Kuenzli  
Reno, NV 89502

1-775-323-2017 PB