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Official Record

Recording requested By
EUREKA COUNTY

Eureka County - NV
Mike Rebaleati - Recorder

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Eureka, Nevada

April 7, 2008

AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of April, 2008, by and between EUREKA COUNTY, a political subdivision of the State of Nevada, and EUREKA HARDWARE, LLC., an independent contractor.

- A. EUREKA COUNTY requires collection of used batteries at the Eureka Landfill, located at T19N, R53E, Section 13, NE4NW4.
- B. EUREKA HARDWARE, LLC. is a company which collects and recycles used batteries.

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 shall be for two (2) year, beginning on April 7, 2008, and ending on March 31, 2010, unless extended for an additional one (1) year or earlier terminated. Termination may occur unilaterally by either party for any reason or no reason at all.
2. Written notice of extension or termination shall be delivered to the addresses listed below:

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

Eureka Hardware, LLC.
P.O. Box 696
Eureka, NV 89316

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

3. The COUNTY shall furnish EUREKA HARDWARE, LLC. access upon the site to collect any and all used batteries.
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 Four dollars and Fifty-five cents (\$4.55) per battery, excluding lawn and ATV batteries, at the time of material pick-up from EUREKA HARDWARE, LLC.
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 EUREKA HARDWARE, LLC 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.



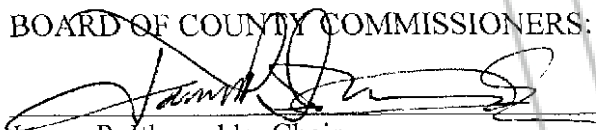
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IN WITNESS WHEREOF, the parties have hereunder set their hands upon the
date and year below written:

Signed this 7th day
of April, 2008.

BOARD OF COUNTY COMMISSIONERS:



James P. Ithurrealde, Chair
P.O. Box 677
Eureka, Nevada 89316

ATTEST:


Jackie Berg, Eureka County Clerk

Signed this 1st
day of April, 2008.

EUREKA HARDWARE, LLC.


P.O. Box 696
Eureka, NV 89316



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