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Official Record

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EUREKA COUNTY

Eureka County - NV
Mike Rebaleati - Recorder

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0213341

Recording Requested by:

Name Eureka County Public Works

Address PO Box 714

City/State/Zip Eureka, NV 89316

Agreement

(Title of Document)

Devil's Gate GID

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed or printed.

AGREEMENT

by and between the Board of Eureka County Commissioners acting as the Board of the Devil's Gate General Improvement District ("GID"), and Conley Land & Livestock, LLC, a Nevada limited liability company in good standing ("Conley"), based upon the following considerations:

1. GID is the operator of a water system serving residences in Diamond Valley, Eureka County, Nevada.
2. Conley is the owner of real property in Diamond Valley, Eureka County, Nevada, Assessor's Parcel Number 007-340-04.
3. GID desires a right-of-way to construct and maintain a 12 inch HDPE or PVC buried water pipeline to improve service to present and future GID customers.
4. Conley desires to secure water hookups in the event that Conley divides the real property for development.
5. Both the GID and Conley will benefit from a survey of Conley's property to affirmatively establish property lines.

In light of these five considerations, the parties agree as follows:

6. GID shall, at GID's sole expense, conduct a survey of Conley's property to establish property lines and alignment of the right-of-way. Conley shall allow access to the property for the purposes of this survey. The GID shall pay for a record of survey to be prepared depicting the right-of-way, and a document explicitly granting a dedicated easement and right-of-way including a legal description of the boundaries of the right-of-way shall be executed by Conley and recorded by the parties.
7. Conley shall agree to burden its property with a dedicated easement and right-of-way for the pipeline. The right-of-way shall be 33' in width, and shall be used by the GID only for the installation and maintenance of a 12" water pipeline. The GID shall be solely responsible for the installation and maintenance of the pipelines and shall insure its operation with no harm to the real property. GID shall indemnify, defend and hold Conley harmless from and against all liability, penalties, damages, claims, expenses, litigation and judgments relating to or arising in any way from performance by GID of all obligations and activities under this Agreement by agents or employees, including contractors of Eureka County, or by reason of property damage and any injury to or death of persons arising therefrom, including any and all costs, expenses, and reasonable attorney's fees incurred by Conley relating thereto or in enforcing this indemnity. Prior to execution of the dedicated easement and right-of-way the property may need to be

appraised, and if so the GID shall pay the appraisal and related review costs.

8. The pipeline shall be buried so the top of the pipeline is no less than 48" from the surface. Above ground markers shall be placed along the pipeline to identify the pipe's placement.
9. Grazing shall be permissible over the right-of-way, as well as plowing, provided the maximum plow depth is no more than 12". The right-of-way may be fenced, provided that a gate is included for vehicle access to the right-of-way for maintenance. All maintenance and inspection shall be done outside the growing season unless an emergency exists. Conley may also use the 33' right-of-way for the pipeline for a portion of a roadway, if the roadway is necessary in development of the property through subdividing.
10. The GID agrees to replace the Conley's existing boundary fence with a 6' field fence, using used and new materials.
11. The GID agrees to relocate any materials placed on top of the right-of-way to a site mutually agreeable to the parties.
12. GID shall agree to install 16 hookups along the pipeline at no charge, on the following conditions:
 - A. One 3/4" commercial hookup, to be used for watering cattle, and subject to the monthly service charges for commercial hookups.
 - B. Fifteen 3/4" residential hookups provided there is a legal lot tied to each hookup.
 - C. All sixteen hookups sunset, and are no longer available according to the terms of this agreement, at the end of 25 years from the date of this agreement, or if the real property is transferred to an owner outside of the immediate family members related to Conley, whichever occurs first. However, hookups in place according to this agreement prior to this sunset provision will continue to be served according to GID policies and procedures.
 - D. There is no prohibition to other main or lateral lines connecting to the pipeline provided all County Code and statutory provisions are respected.
 - E. In the event the GID cannot serve, due to inability, any one or all of the 16 hookups, GID shall pay Conley \$1,200.00 per hookup (or whatever the ordinance requires for a hookup at the time the GID cannot serve any of the 16 hookups), for a maximum payment of \$32,000.00, provided neither of the sunset provisions of paragraph C, above, have not been triggered.

Dated this 8th day of June, 2009.

GID:

Leonard J. Fiorenzi
Leonard J. Fiorenzi, Chairman
Board of the Devil's Gate GID

CONLEY:

Beverly A. Conley
Beverly A. Conley
Managing member

Attest:

Jochi Benz
County Clerk

Kenneth E. Conley
Kenneth E. Conley
Managing member

Lynn A. Conley
Lynn A. Conley
Managing member

Russell E. Conley
Russell E. Conley
Managing member

Approved as to form by:

For GID:

Theodore Beutel
Theodore Beutel, Esq.
Eureka County District Attorney
Attorney for GID