

DOC # 0213535

07/06/2009

02:08 PM

Official Record

Recording requested By
EUREKA COUNTY

Eureka County - NV
Mike Rebaleati - Recorder

Fee: Page 1 of 4
RPTT. Recorded By: FES
Book- 0489 Page- 0196

APN# 007-370-46

Recording Requested by:

Name Devil's Gate General Improvement District

Address P.O. Box 537

City/State/Zip Eureka, NV 89316



0213535

Agreement
(Title of Document)

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.

Eureka, Nevada

July 6, 2009

AGREEMENT

by and between the Board of Eureka County Commissioners acting as the Board of the Devil's Gate General Improvement District ("GID"), and Owen J. Miller and Cheryl Miller, husband and wife ("Miller"), based upon the following considerations:

1. GID is the operator of a water system serving residences in Diamond Valley, Eureka County, Nevada.
2. Miller is the owner of real property in Diamond Valley, Eureka County, Nevada, Assessor's Parcel Number 007-370-46.
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. Miller desires to secure water hookups in the event that Miller divides the real property for development.
5. Both the GID and Miller will benefit from a survey of Miller'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 Miller's property to establish property lines and alignment of the right-of-way. Miller 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 Miller and recorded by the parties.
7. Miller shall agree to burden their 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 pipeline and shall insure its operation with no harm to the real property. In the event GID agents or employees, including contractors, are injured on the right-of-way, GID shall indemnify and hold Miller harmless from any judgment or damage award.



The GID agrees to make with due diligence necessary repairs to the 12 inch line within the right-of-way and agrees to without unreasonable delay return the right-of-way to its original condition after the repairs are done. 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 costs.

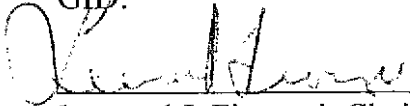
8. The pipeline shall be buried so the top of the pipeline is no less than 48" from the surface. Above ground markers shall be placed along the pipeline to identify the pipe's placement.
9. Grazing and farming shall be permissible over the right-of-way, as well as plowing, provided the maximum plow depth 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. Miller and successor in interest to real property (APN 007-370-46) 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 Miller'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 2 hookups along the pipeline at no charge, on the following conditions:
 - A. Two 3/4" residential hookups provided there is a legal lot tied to each hookup and provided that the terms of the GID ordinance are properly followed, up to and including, a petition by the Miller's or third party owner to be included into the GID District and approved by the Board.
 - B. Both hookups sunset, and are no longer available according to the terms of this agreement, at the end of 15 years from the date of this agreement. Miller may transfer these two hookups to a third party, provided the third party is an owner of Miller's real property (APN 007-370-46) at the time of the transfer. However, hookups in place according to this agreement prior to this sunset provision will continue to be served according to GID policies

and procedures.

- C. There is no prohibition to other main or lateral lines connecting to the pipeline provided all County Code and statutory provisions are respected.
- D. In the event the GID cannot serve, due to inability, one or both of the 2 hookups prior to the triggering of the sunset provisions described in paragraph B, above, GID shall pay Miller \$1,200.00 per hookup (or whatever the ordinance requires for a hookup at the time the GID cannot serve any of the 2 hookups).

Dated this 6th day of July, 2009.

GID:



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

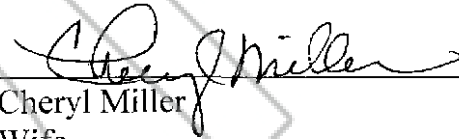
MILLER:



Owen J. Miller
Husband

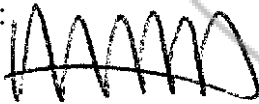
Attest:


County Clerk


Cheryl Miller
Wife

Approved as to form by:

For GID:



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

For Miller:



Nevada State Bank, Successor in Trust to
Great Basin Bank
Leinholder