

Lincoln County

A.G.R.E.E.M.E.N.T

THIS AGREEMENT, entered into on this 4th day of April, ~~1985~~¹⁹⁸⁶, by and between BRUCE N. BULLOCH and IRENE BULLOCH, hereinafter referred to as "Sellers", and RICHARD MILLER and JANENE K. MILLER, hereinafter referred to as "Buyers".

WHEREAS, the Buyers are purchasing certain real property from the Sellers legally described as follows:

A portion of Lot Four (4) in Block Fifteen (15) in the Town of Panaca, and being that Part as shown as Parcel Two (2) in that Certain Parcel Map recorded October 21, 1985, in Book "A1" of Plats, Page 251, Lincoln County, Nevada Records.

and,

WHEREAS, the Sellers are retaining an adjoining piece of property legally described as:

Beginning at a point 88.0 feet North of the Southwest corner of Lot 4, Block 15, Town of Panaca, County of Lincoln, State of Nevada, as shown on Map recorded October 21, 1985 in Book "A-1" of Plats at page 251, and running thence East 156.0 feet thence North 188.34 feet to the North line of said Lot 4; thence West, along the North line of said Lot 4, 154.92 feet, to the Northwest corner of said Lot 4; thence South, along the West and, line of said Lot 4, 185.4 feet, to the point of beginning

WHEREAS, there is a sewer line which connects both parcels of land to the public sewer system and the parties are desirous of providing for the use and maintenance of that sewer line in perpetuity,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. That both the Sellers and the Buyers shall have the right to use the sewer line, part of which is on the Sellers' property and part of which is on the Buyers' property.
2. It is further specifically agreed that this agreement for the use of said sewer line is a covenant running with the land with regard to both parcels and that the heirs,

assigns and successors in interest of the Sellers and the Buyers shall have full benefit of this agreement for the use of said sewer line.

3. It is further understood and agreed that the Sellers and their successors in interest will maintain this sewer line and clear the said sewer line if it becomes plugged for any reason whatsoever.

4. The parties further agree that the Buyers grant to the Sellers an easement to enter onto the Buyers' land as hereinabove described for all reasons necessary for the use, maintenance and clearing of said sewer line. It is further understood and agreed that the Buyers shall maintain and clear any and all sewer lines which are totally on the Buyers' property and that the Sellers shall have no obligation to maintain or clear any sewer lines which connect to the one sewer line, parts of which are on both parcels of property.

5. The parties further agree that all promises and covenants contained herein are covenants to run with the land with regard to both parcels of land and that all of the successors in interest of both the Sellers and the Buyers in these parcels of land shall be bound by the terms of this agreement.

DATED this 4th day of April, 1986, 1985.

SELLERS:

BUYERS:

Bruce N. Bulloch
Bruce N. Bulloch

Richard Miller
Richard Miller

Irene Bulloch
Irene Bulloch

Janene K. Miller
Janene K. Miller

Lincoln County

STATE OF NEVADA)
 Lincoln) SS:
COUNTY OF Clark)

On this 4th day of April, 1986, personally appeared before me a Notary Public, in and for said County and State, BRUCE N. BULLOCH and IRENE BULLOCH, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.



Margaret H. Jones
Notary Public

STATE OF NEVADA)
 Lincoln) SS:
COUNTY OF Clark)

On this 4th day of April, 1986, personally appeared before me a Notary Public, in and for said County and State, RICHARD MILLER and JANENE K. MILLER, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.



Margaret H. Jones
Notary Public

No. 81785
FILED AND RECORDED AT REQUEST OF
Richard Miller
April 4, 1986
AT 15 MINUTES PAST 3 O'CLOCK
P.M. IN BOOK 70 OF OFFICIAL
RECORDS, PAGE 181 LINCOLN
COUNTY, NEVADA.