

AGREEMENT

THIS AGREEMENT, made this 20th day of September, 1989, between _____

FRANK DELMUE

hereinafter called the OWNER, and LINCOLN COUNTY, NEVADA, hereinafter called the COUNTY,

WITNESSETH:

1. the OWNER, for and in consideration of the covenants to be performed as hereinafter provided agrees as follows:

(a) To convey an easement over all that certain real property to the COUNTY; said real property being situate in the County of Lincoln, State of Nevada, and being

a strip of land 80 feet in width, with 40 feet on either side of the following described center line; Beginning at a point from which the east-quarter corner of Section 13, Township 15, R68E, MDB&M bears South 35°14'25" East, at 1586.52 feet; Thence N. 30°24'31" E., 283.22 feet to a point of curve concave westerly and having a radius of 125.00 feet, thence northerly along said curve 98.17 feet through a central angle of 45°00'00" to the point of tangent; Thence N. 14°35'29" W, 32.98 feet to a point of curve, concave easterly and having a radius of 187.50 feet, thence northerly along said curve 222.63 feet through a central angle of 68°01'52" to the point of tangent; Thence N. 53°26'23"E., 50.00 feet to the end of said center line, containing 54,958 square feet, more or less. Excepting there from that land parcel situated west of the existing fence and described as follows: Beginning, at a point from which the east-quarter corner of S13,T15, R68E, MDB&M bears South 25°15'13" E at 1905.77 feet; Thence N.29°59'32" E., 129.37 feet; thence N.36°33'12"E, 113.00 feet, Thence S. 53°26'23"W., 50.00 feet to a point on a curve concave easterly with a radius of 227.50 feet, thence southwesterly and southerly along said curve 202.50 feet through a central point of beginning containing 4,198 square feet, more or less. Net area is 50,760 square feet.

(b) To deliver to the COUNTY an easement deed for that said real property as described above.

(c) To permit the COUNTY or its authorized agents or contractors to enter in and upon OWNER's before mentioned lands which are herein agreed to be conveyed for roadway purposes and those lands necessary for construction of bridge and roadway.

2. It is mutually agreed and understood by the COUNTY and by the OWNER as follows:

(a) This agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding unless endorsed hereon in writing.

(b) All Stationing is approximate and subject to slight adjustment as necessary to meet construction requirements.

(c) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the cause may be, of the respective parties.

(d) As used herein the term OWNER shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(e) That COUNTY shall have the right to adapt and improve the whole or any part of said property.

3. The COUNTY, inconsideration of the promises and covenants of the OWNER hereinabove set forth, agrees as follows:

(a) To convey, by quitclaim deed, all that certain real property to the OWNER; said real property being situated in the County of Lincoln, State of Nevada, and being

a strip of land 80 feet in width, with 40 feet on either side of the following described center line; Beginning at a point from which the east-quarter corner of Section 13, Township 1S, R68E, MDB&M bears South 35°14'25" East, at 1586.52 feet; Thence N. 30°24'31" E., 283.22 feet to a point of curve concave westerly and having a radius of 125.00 feet, thence northerly along said curve 98.17 feet through a central angle of 45°00'00" to the point of tangent; Thence N. 14°35'29" W, 32.98 feet to a point of curve, concave easterly and having a radius of 187.50 feet, thence northerly along said curve 222.63 feet through a central angle of 68°01'52" to the point of tangent; Thence N. 53°26'23"E., 50.00 feet to the end of said center line, containing 54,958 square feet, more or less. Excepting there from that land parcel situated west of the existing fence and described as follows: Beginning at a point from which the east-quarter corner of S13,T1S, R68E, MDB&M bears South 25°15'13" E at 1905.77 feet; Thence N.29°59'32" E., 129.37 feet; thence N.36°33'12"E, 113.00 feet, Thence S. 53°26'23"W., 50.00 feet to a point on a curve concave easterly with a radius of 227.50 feet, thence southwesterly and southerly along said curve 202.50 feet through a central point of beginning containing 4,198 square feet, more or less. Net area is 50,760 square feet.

(b) To deliver to the OWNER, a grant, bargain, and sale deed conveying all that said real property, free and clear of any and all liens and encumbrances.

(c) To be responsible for said property, including risk and liability until such date as COUNTY has delivered the before mentioned deed to the OWNER, or such date as COUNTY has given physical possession of said property to the OWNER.

IN WITNESS WHERE the parties hereto have executed this agreement the day and year first above written.

[Signature]

Keith Whipple
Keith Whipple

Lenard Smith
Lenard Smith

Edward E. Wright
Edward E. Wright

STATE OF NEVADA
COUNTY OF LINCOLN

On this 20th day of September, 1989, personally appeared before me, the undersigned, a Notary Public in and for the County of Lincoln, State of Nevada, known to me to be the persons described in and who executed the foregoing instrument who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes thereby mentioned.



IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Joan D. Craig
Notary Public

SEP 20 1989

91752

No. _____
FILED AND RECORDED AT REQUEST OF
Lincoln County Commissioners

November 28, 1989

AT 15 MINUTES PAST 9 O'CLOCK
A.M. IN BOOK 88 OF OFFICIAL
RECORDS, PAGE 176 LINCOLN
COUNTY, NEVADA.

FRANK C. HULSE
COUNTY RECORDER

By *Shonda Zuber* Deputy