

Return To:
R/W Division
NDOT
P.O. Box 170
LV NV 89125-0170

Project: SPRS-319(2)
E.A.: 72147-9

JOINT-USE QUITCLAIM AGREEMENT

THIS AGREEMENT, entered into this 11th day of June, 1996, by and between The Panaca Irrigation Company, hereinafter called COMPANY, and the STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called STATE.

WITNESSETH:

WHEREAS, COMPANY is the owner in possession of a certain irrigation waterline easement, hereinafter referred to as "COMPANY'S easement," and described as follows:

All that real property situate, lying and being in the City of Panaca, County of Lincoln, State of Nevada, and more particularly described as being a portion of the NE 1/4 of Section 8 and a portion of the NW 1/4 of Section 9, all in T. 18 N., R. 20 E., M.D.M.; being an irrigation waterline easement lying within the right-of-way of SR-319, there being no existing record of survey to establish with certainty the exact location of the irrigation waterline easement, said waterline easement is generally described as lying 38 feet right or southerly of the centerline of SR-319, said waterline easement is further described as follows, to wit:

BEGINNING at a point approximately 38 feet right of and at right angles to Highway Engineer's Station "A" 47+20 P.O.T.; thence S. 89°30' E. a distance of 2,472 feet to the point of ending, said point of ending further described as being approximately 38 feet right of and at right angles to Highway Engineer's Station "A" 71+92 P.O.T.

It is the intent of this instrument not to abandon any portion of Nevada Department of Transportation right-of-way, only the above described irrigation waterline easement depicted in red on the maps attached hereto and made a part hereof by reference and as shown on Exhibits "A" and "B".

WHEREAS, STATE has previously acquired certain lands, more commonly known as SR 319, within which is located a portion of the Panaca Overlay Project SPRS-319(2), Engineering Authorization Number 72147, hereinafter called "highway right-of-way," which said highway right-of-way is subject to COMPANY'S easement; and

WHEREAS, COMPANY'S irrigation waterline facilities situated within said highway right-of-way interfere with or obstruct the construction, reconstruction, maintenance, or use of said highway, and STATE desires to eliminate such interference or obstruction; and

WHEREAS, STATE has recently completed a study indicating that COMPANY'S easement constitutes a prior right such that irrigation waterline currently situated within said easement must be reconstructed at STATE'S expense.

NOW, THEREFORE, COMPANY and STATE hereby mutually agree as follows:

1. The location of COMPANY'S easement so far as it now lies within said highway right-of-way hereinafter called "old location" shall be, and said old location hereby is, changed to the strip of land within said highway right-of-way hereinafter referred to as "new location", and described as follows:

All that real property situate, lying and being in the City of Panaca, County of Lincoln, State of Nevada, and more particularly described as being a portion of the NE 1/4 of Section 8 and a portion of the NW 1/4 of Section 9, all in T. 18 N., R. 20 E., M.D.M.; being an irrigation waterline easement eight (8) feet in width, being four (4) feet wide on each side of a line 10.50 feet left of and parallel with the "E" centerline of Project No. SPSR-319(2), which line is further described as follows, to wit:

BEGINNING at a point 10.50 feet left of and measured at right angles to Highway Engineer's Station "E" 0+84.00 P.O.T., thence S. 89°30'00" E. a distance of 2,483.72 feet to the point of ending, said point of ending further described as being a point 10.50 feet left of and measured at right angles to Highway Engineer's Station "E" 25+67.72 P.O.T.

2. COMPANY does hereby surrender and quitclaim to STATE all of COMPANY'S right, title, and interest in and to that portion of COMPANY'S easement in said old location, except so much thereof as is located within said new location within said highway right-of-way, insofar as COMPANY'S easement lies within said highway right-of-way. COMPANY reserves to itself, its successors and assigns, all of its right, title, and interest in and to all other portions of COMPANY'S easement not hereby surrendered and quitclaimed.

3. Subject to and upon the terms and conditions herein contained, COMPANY does hereby consent to the construction, reconstruction, maintenance, and use by STATE of a highway over, along, upon, and across COMPANY'S easement, both in said old location and said new location.

4. STATE acknowledges COMPANY'S title to COMPANY'S easement in said new location and the priority of COMPANY'S title over the title of STATE therein. COMPANY'S use, in common with the public's use, of said highway shall be subject to the terms and conditions of this agreement.

5. In the event that the future use of said highway right-of-way shall at any time or times necessitate a rearrangement, relocation, reconstruction, or removal of any of COMPANY'S facilities then existing in said new location and STATE shall notify COMPANY in writing of such necessity and agree to reimburse COMPANY on demand for its costs incurred in complying with such notice, COMPANY shall provide STATE with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by STATE, COMPANY will promptly proceed to effect such rearrangement, relocation, reconstruction, or removal. COMPANY shall make adequate provisions for the protection of the traveling public. No further permit or permission from STATE for such rearrangement shall be required and STATE will (1) enter into a joint-use agreement on substantially the same terms and conditions as herein set forth covering any such subsequent relocation of COMPANY'S facilities within said highway right-of-way, and (2) either provide executed document(s) granting to COMPANY a good and sufficient easement outside of said highway right-of-way if necessary to replace COMPANY'S rights in the new location or any part thereof, or, if it is mutually agreed in writing that COMPANY shall acquire such easement, reimburse COMPANY for all costs which it may be required to expend to acquire such replacing easement.

6. Except as expressly set forth herein, this agreement shall not in any way alter, modify, or terminate any provision of COMPANY'S easement. Both STATE and COMPANY shall use said new location in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which STATE or COMPANY may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either STATE or COMPANY in such a manner as to cause an unreasonable interference with the use of said new location by the other party.

7. STATE hereby agrees that if said highway right-of-way, so far as it lies within said new location, is no longer needed for highway or other purposes and is to be abandoned or vacated, then STATE, if required by COMPANY, shall convey or cause to be conveyed to COMPANY by the owner(s) of the land a good and sufficient easement for the continued operation, maintenance, and use of its then existing irrigation waterline facilities and for the installation, construction, operation, maintenance, and use of additional facilities from time to time along the alignment of its said then existing facilities.

8. COMPANY hereby agrees and acknowledges that STATE, prior to this agreement, did not own, maintain, nor repair the old irrigation waterline which is the subject matter of this agreement. COMPANY further agrees and acknowledges that upon completion of the above-mentioned Panaca Overlay Project SPRS-319(2), Engineering Authorization Number 72147, and upon the fulfillment by STATE of all requirements of this agreement, the irrigation waterline, installed by STATE in the new location pursuant to this agreement, in accordance with the terms and conditions herein contained, will not be owned, maintained nor repaired by STATE.

9. This agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties hereto.

IN WITNESSETH WHEREOF, the parties hereto have executed this agreement the day and year first above written.

REVIEWED AND RECOMMENDED APPROVAL:

PANACA IRRIGATION COMPANY

John P. Crawford
Chief Right-of-Way Agent

By: *Albert F. Ferguson*
Albert F. Ferguson, President

Eugene F. Weight, Jr.
EUGENE F. WEIGHT, JR., P.E.
District Engineer

APPROVED AS TO LEGALITY AND FORM:

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION

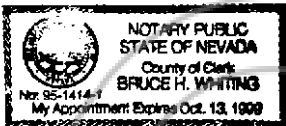
Thomas M. [Signature]
Deputy Attorney General
Chief Counsel
Department of Transportation

By: *[Signature]*
Asst. Director

S
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A
L

STATE OF Nevada
County of Lincoln

On this 2 day of May, 19 96, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, Albert F. Ferguson personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

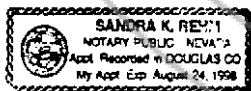


IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Bruce H. Whiting

STATE OF NEVADA
CARSON CITY

On this 11th day of June, 19 96, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, Jim Dodson personally known (or proved) to me to be the Assistant Director of the Department of Transportation of the State of Nevada who subscribed to the above instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Transportation freely and voluntarily and for the uses and purposes therein 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.

Sandra K. Reilly

DOT
030-058
rev. 10/89

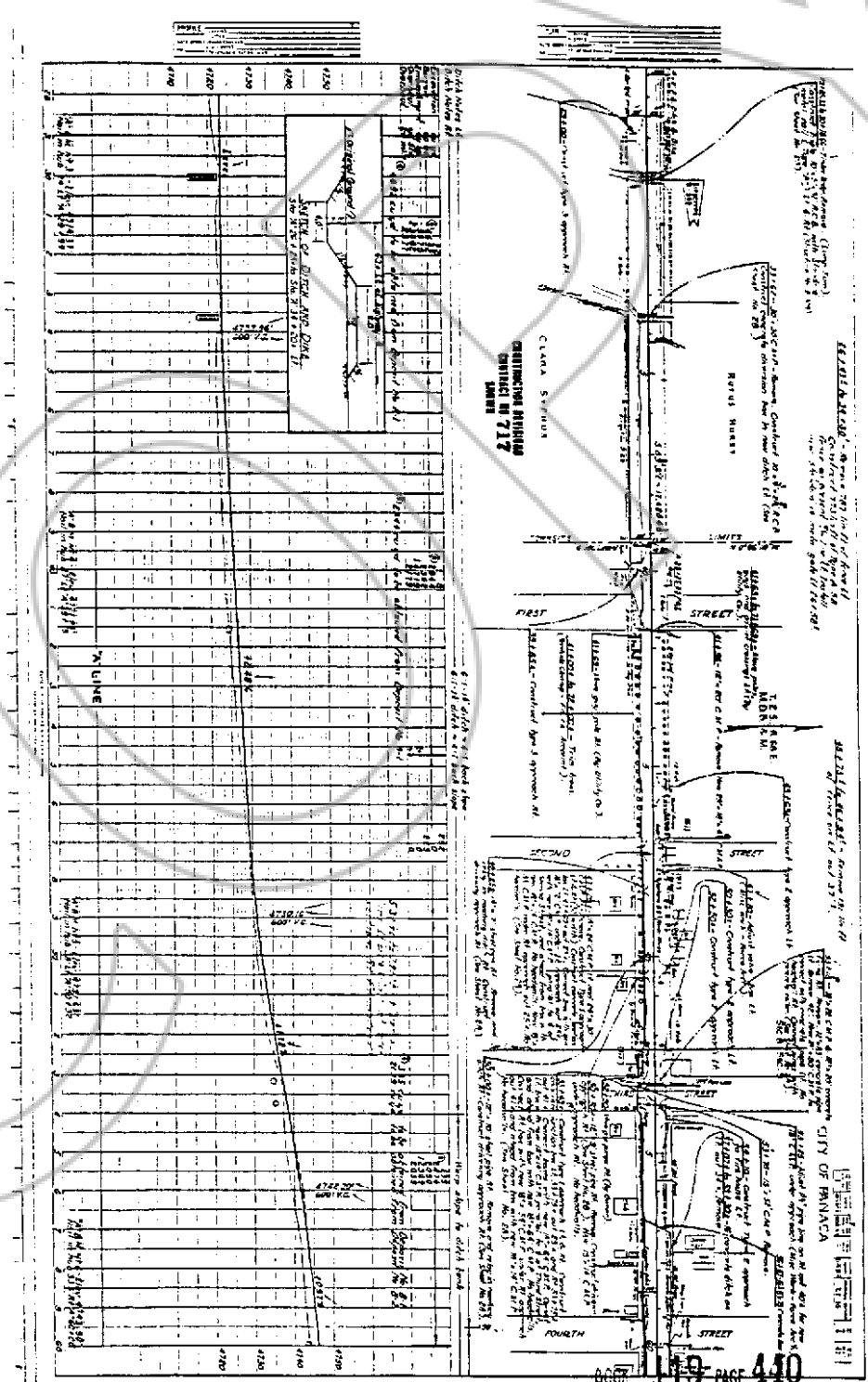


EXHIBIT "A"

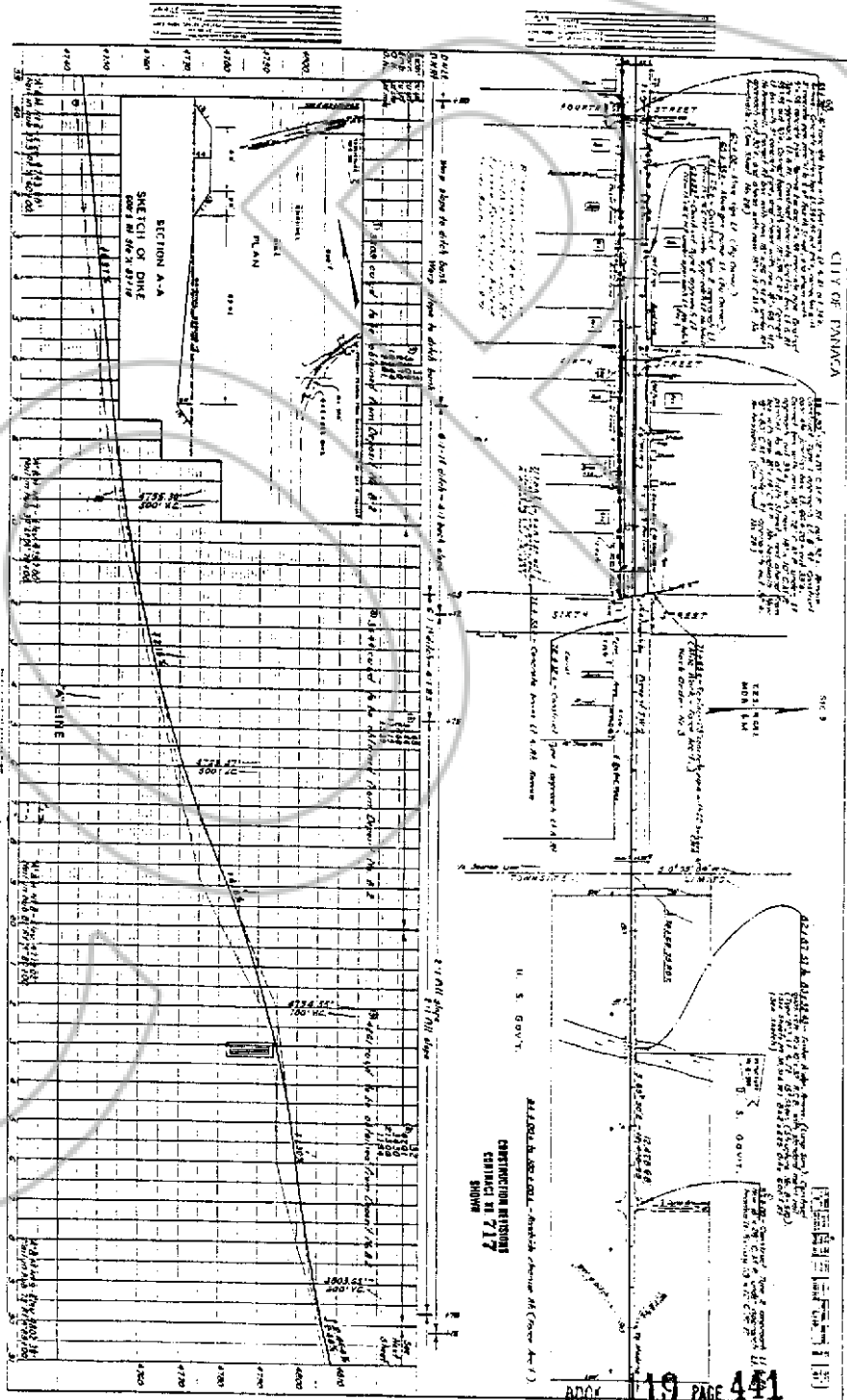


EXHIBIT 'B'

COPY

105442

FILED AND RECORDED AT REQUEST OF
Nevada Department of Transportation
July 11, 1996

25 MINUTES PAST 10 O'CLOCK
AM IN BOOK 119 OF OFFICIAL
RECORDS, PAGE 435 LINCOLN
COUNTY, NEVADA.

Yuriko Setzer
By Lillie K. Beecher
Deputy