

Official Record

Recording requested By
LINCOLN COUNTY CLERK

Lincoln County - NV

Leslie Boucher - Recorder

Fee: Page 1 of 6
RPTT: Recorded By: AE
Book- 228 Page- 0344



APN _____

APN _____

APN _____

Agreement Between Lincoln County & Alamo Sewer & Water GUD to Convey Permit No. 65679
Title of Document

Affirmation Statement

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number of any person or persons. (Per NRS 239B.030)

_____ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number of a person or persons as required by law: _____
(State specific law)


Signature _____
Clerk
Title _____

Signature _____

1-30-07
Date

Grantees address and mail tax statement:



AGREEMENT

Between
LINCOLN COUNTY

And

ALAMO SEWER AND WATER GENERAL IMPROVEMENT DISTRICT
To Convey Permit No. 65679

THIS AGREEMENT is entered into this 9th day of November, 2006, by and between ALAMO SEWER and WATER GENERAL IMPROVEMENT DISTRICT (hereinafter referred to as "DISTRICT") and LINCOLN COUNTY, (hereinafter referred to as "COUNTY").

I. RECITALS:

1. WHEREAS, DISTRICT is the water purveyor of that certain portion of Lincoln County in Pahrangat Valley (Basin No. 209), which area includes the Community of Alamo;

2. WHEREAS, Nevada Test Site Development Corporation and COUNTY jointly applied for and acquired Nevada Division of Water Resources Permit No. 65679 with a priority date of December 2, 1999.;

3. WHEREAS, Permit No. 65679 was approved by the Nevada State Engineer for 1 cubic foot per second not to exceed 215 acre feet annually of Basin No. 209 ground water for commercial and domestic use in a place of use that was contemplated to be developed as an industrial park;

4. WHEREAS, on or about February 8, 2006, Nevada Test Site Development Corporation conveyed its interest in Permit No. 65679 to COUNTY subject to reversionary right so long as Permit No 65679 is used for public municipal or industrial park water purposes within Lincoln County;

5. WHEREAS, COUNTY acknowledges that the Alamo Industrial Park has



not yet developed but, nonetheless, the County wants to put the appropriation represented by Permit No. 65679 to beneficial use as soon as possible and to also ensure water service to the Alamo Industrial Park at such time that it does develop;

6. WHEREAS, County recognizes that the DISTRICT can currently put the appropriation represented by Permit No. 65679 to beneficial use and also provide future service to any development in the Alamo Industrial Park;

7. WHEREAS, NRS 318.220 authorizes COUNTY "to sell, lease, grant, convey, transfer or pay over to any district, with or without consideration, any project or any part thereof or any interest in real or personal property or any money available for construction or improvement purposes..."; and

8. WHEREAS, COUNTY is willing to convey Permit No. 65679 and the well and improvements related thereto and DISTRICT is willing to accept the conveyance on the terms and conditions set forth herein.

II. TERMS

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, conditions, and promises herein contained, agree as follows:

1. COUNTY agrees to convey and DISTRICT agrees to accept Permit No. 65679 and the well (point of diversion) and improvements related thereto in return for DISTRICT's commitment to provide potable water service to fulfill future demand for municipal water service on the 409 acre site generally referred to as the Alamo Industrial Park.

2. DISTRICT and COUNTY understand and acknowledge that DISTRICT intends to utilize the subject right to meet the needs of present and future utility



subscribers within its present and future service area as well as future Alamo Industrial Park demand.

3. DISTRICT's commitment to provide water service hereunder subject to the same charges, terms and conditions as DISTRICT imposes on other new utility subscribers and in no event shall be interpreted to exceed the rate of diversion and volume of water not theretofore committed for municipal and domestic use under Permit No. 65679.

4. DISTRICT's obligation hereunder shall continue for a period of twenty (20) year from the date of conveyance of Permit No. 65679 contemplated hereunder unless otherwise extended by written agreement of COUNTY and DISTRICT.

5. COUNTY agrees to convey Permit No. 65679 and its interest in the well and other improvements appurtenant thereto within thirty (30) days of the date of the last signature to this Agreement, subject to the reservations set forth in the February 8, 2006 Nevada Test Site Development Corporation's conveyance of its interesting and to Permit No., 65679.

6. DISTRICT agrees to be responsible for preparing and filing the appropriate Report of Conveyance with the Nevada Department of Conservation and Natural Resources, Division of Water Resources.

III. MISCELLANEOUS

1. FURTHER ASSURANCES. The Parties hereto agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

2. GOVERNING LAW. This Agreement shall be governed by and



construed and enforced pursuant to the laws of the State of Nevada.

3. SEVERABILITY. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect the other covenant or condition contained herein. If such condition, covenant or other provision shall be deemed invalid due to scope or breadth, such provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

4. WAIVER AND AMENDMENT. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written agreement executed by the Parties in interest at the time of modification.

5. MUNICIPAL AND CORPORATE AUTHORITY. Any individual signing the Agreement on behalf of either party hereto represents and warrants that he or she has full authority to do so.

6. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties, and fully supersedes any and all prior understandings, representations, warranties and agreements between these Parties and regarding the subject matter of this Agreement.

7. INDEPENDENT ADVICE OF COUNSEL. The Parties to this Agreement represent and declare that in executing this Agreement, they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their counsel.

8. VOLUNTARY AGREEMENT. The Parties of this Agreement further



represent and declare that they have carefully read this Agreement and know the contents thereof and that they signed the Agreement freely and voluntarily.

**ALAMO SEWER and WATER
GENERAL IMPROVEMENT DISTRICT**

By Angie Wright
Angie Wright, Chairman

LINCOLN COUNTY

By George T. Rowe
George T. Rowe, Chairman

ATTEST: Jynda W. Hally
Secretary

ATTEST: Lisa Lloyd
Clerk

