

Official Record

Recording requested By  
PIOCHE PUBLIC UTILITIES

Lincoln County - NV  
Leslie Boucher - Recorder

Fee: Page 1 of 4  
RPTT: Recorded By: AK  
Book- 312 Page- 0219



APN 001

APN 057

APN 01

Addendum to verbal contract

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, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) 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, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: \_\_\_\_\_  
(State specific law)

Taylor Ketsnyder PPU office clerk  
Signature Title

Taylor Ketsnyder  
Print

6/22/17  
Date

Grantees address and mail tax statement:

Pioche Public Utilities  
P.O. Box 35  
Pioche NV, 89043



**An Indemnification Addendum to a verbal contract entered into between Pioche Public Utilities and Thomas Hutchings (Hutchings).**

THIS AGREEMENT is made by and between PIOCHE PUBLIC UTILITIES (hereinafter referred to as "PPU") and THOMAS HUTCHINGS (hereinafter referred to as "Hutchings"). This Agreement shall be effective on the date that this Agreement is signed by the last party to execute it.

WHEREAS, in June of 2012 PPU and Hutchings entered into a verbal agreement allowing PPU and/or PPU's contractor to dispose of certain waste or fill material on property owned by Hutchings at the following address: 411 LaCour Street, Pioche, Nevada 89043 (the Property) in exchange for a PPU extending a 4 inch sewer line to the Property for Hutchings to connect to PPU's sewer system.

**RECITALS**

WHEREAS, PPU agreed as part of the verbal agreement with Hutchings that PPU and/or its contractor would not dispose certain materials on the Property, including, but not limited to, asphalt, sewer pipe, and other environmentally harmful materials.

WHEREAS, during the term of the verbal contract, PPU and/or its contractor disposed asphalt, sewer pipe, and/or other potentially environmentally harmful materials on the property.

WHEREAS, PPU now wishes to protect and indemnify Hutchings from any and all entities and organizations who may have a claim against Hutchings for the disposal of the asphalt, sewer pipe, and/or other potential environmentally harmful materials on the Property.

NOW THEREFORE, in consideration of mutual promises and representation set forth herein, and in forth herein, and in further consideration for PPU's reliance upon the substantial accuracy and good faith of the representation and submissions made to it by Hutchings, the parties, intending to be legally bound agree as follows:

**I. SCOPE**

1. PPU shall install a 4 inch sewer line to the Property on or before June 30, 2016.
2. PPU shall fully indemnify, hold harmless and defend (collectively "indemnify" and "indemnification") Hutchings from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to PPU's and/or its contractor's disposal of asphalt, sewer pipe, or any other environmentally harmful material at the Property by PPU between June 2012 and July 2013.
3. Hutchings agrees not to personally commence any action against PPU for breach of contract or any other claim that may arise from the failure to install the sewer line OR



the disposal by PPU and/or its contractor of any asphalt, sewer pipe, and other environmentally harmful material on the Property.

## II. TERM

1. The term of this Agreement is from the January 1, 2017 to January 1, 2067.
2. The parties may terminate this Agreement by mutual consent.

## III. MAILING ADDRESS

Notices required or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed. This shall be accomplished by hand delivery or certified mail, deliver at the following addresses:

Pioche Public Utilities  
PO Box 35  
Pioche, Nevada 89043

Thomas Hutchings  
PO Box XX  
Pioche, Nevada 89043

## IV. MISCELLANEOUS PROVISIONS


1. **ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that neither party shall assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without the prior consent of the other party.
2. **FEDERAL, STATE, AND LOCAL LAWS:** Both parties shall comply with all Federal, State, and local laws relative to any commitments undertaken pursuant to this Agreement. The laws of the State of Nevada shall govern as to the interpretation, validity, and effect of this Agreement, its award, and any contract entered into.
3. **NONPERFORMANCE OF CONTRACT – CONDITIONS FOR:** PPU shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing in the customary manner by acts of God, fire, war, strike, loss, or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants, or facilities by the government. PPU shall provide, in a timely manner, Hutchings with satisfactory evidence that nonperformance is due to one or more of the above circumstances.
4. **NO THIRD-PARTY BENEFICIARIES:** Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party. The contract/agreement gives no rights or benefits to anyone other than PPU and Hutchings and has no third-party beneficiaries. The agreement is only between these two parties,

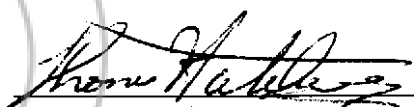


and no other rights or obligations flow to a subcontractor or other third party. A subcontractor must look to PPU for any rights and obligations they may have, if any. This agreement shall not run with the land.

5. WAIVER: No consent or waiver, express or implied, by either party to this Agreement or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach of default by such party hereunder.
6. ACCEPTANCE OF WORK: Failure on the part of any party hereto to complain of any act or failure to act of the other party to declare that the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.
7. SEVERABILITY: In the event that any provision of the Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.
8. JURISDICTION: The 7th Judicial District Court of the State of Nevada, in and for the County of Lincoln will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.
9. ENTIRE AGREEMENT: This Agreement and all attached exhibits hereto, if any, supersede all prior communication, negotiations, representations or agreement, either written or oral.

SIGNED this 20<sup>th</sup> day of March, 2017.

  
 \_\_\_\_\_  
 Phyllis Robistow  
 Chairman – Pioche Public Utilities

  
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 Thomas Hutchings