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FILED  
NO. 95.068

MAY 11 A9:32

# ACCESS AGREEMENT FOR MONITORING WELL

## RECITALS

BARBARA REED  
CLERK

BY *[Signature]* DEPUTY

WHEREAS, Douglas County owns property designated as Assessor Parcel Numbers 07-13-004 and 07-13-003 located at Kahle Park and the County Administrative Complex.

WHEREAS, Mark L Michelsen, doing business as Mike's Gas-A-Mart, at a facility located at 217 Kingsbury Grade is performing environmental investigations and evaluations concerning the leakage and migration of petroleum hydrocarbons on and off the Gas-A-Mart site.

WHEREAS, Mark L Michelsen, doing business as Mike's Gas-A-Mart, in order to continue off-site investigation and evaluation, has requested permission from the County to drill, install, use for groundwater sampling, and plug and abandon a monitoring wells on APN 07-13-003 and APN 07-13-004.

WHEREAS, the County desires to ensure that the County-owned property has not been subject to petroleum hydrocarbon contamination and to advance the public interest in the identification and remediation of petroleum hydrocarbon contamination situations in the County.

NOW, THEREFORE, the County and Mark L Michelsen, doing business as Mike's Gas-A-Mart, mutually agree to the following terms.

### THE COUNTY AGREES:

1. Mark L Michelsen, doing business as Mike's Gas-A-Mart, will be allowed reasonable access to drill, install, use for groundwater sampling, and plug and abandon monitoring wells at a location on APN 07-13-003 and on APN 07-13-004 designated by the County.
2. Any analytical geotechnical and site assessment information obtained from use of the monitoring well may be provided to appropriate government agencies.
3. The County contact for notices, for mailing information or report copies, for seeking County approval or permission, or for any other purpose under this agreement is:

Public Works Director  
Post Office Box 218  
Minden, Nevada 89423

361921  
BK 0595 PG 1689

MARK L MICHELSEN, DOING BUSINESS AS MIKE'S GAS-A-MART, AGREES:

4. A monitoring well shall be drilled, installed, used for groundwater sampling, and plugged and abandoned by contractors under contract to Mark L Michelsen, doing business as Mike's Gas-A-Mart, at a location on APN 07-13-003 and APN 07-13-004 designated by the County. All state, federal, local, and interstate compact laws, rules, and regulations shall at all times be complied with, including the timely procurement of any necessary permits or permission to drill, install, use, or plug and abandon the well.

5. The well shall be finished flush with the original ground surface. Any surface disturbance shall be promptly restored to its original condition following completion of installation of the well or completion of plugging and abandoning of the well. There shall be no interference with construction activities at the park of the administrative complex or with park or administrative complex activities during drilling, installation, use, or plugging and abandonment of the well.

6. Sampling and testing from the well shall only be for petroleum hydrocarbon-related constituents unless Mark L Michelsen, doing business as Mike's Gas-A-Mart, receives prior approval in writing from the County. If sampling more frequent than quarterly is proposed, thirty days advance written notice to the County shall be provided. The County reserves the right to preclude more frequent sampling, although it agrees not to exercise that right in an unreasonable manner.

7. Copies of finalized interim reports or of final reports incorporating or using information obtained from use of the monitoring well and provided to appropriate government agencies shall be provided to the Public Works Director at the time they are provided to appropriate governmental agencies.

8. The well shall be plugged and abandoned in accordance with all applicable laws, rules, or regulations upon completion of any monitoring program.

9. Regardless of the coverage provided by any insurance, Mark L Michelsen, doing business as Mike's Gas-A-Mart, agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by Mark L Michelsen, doing business as Mike's Gas-A-Mart, or its contractors, agents or employees. Mark L Michelsen, doing business as Mike's Gas-A-Mart, hereby indemnifies and shall defend and hold harmless the County, its officials, employees, and authorized representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of injury to or death of contractors, agents, or employees Mark L Michelsen, doing business as Mike's Gas-A-Mart, whether arising before or after completion of the work under this agreement and in any manner directly or indirectly

caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Mark L Michelsen, doing business as Mike's Gas-A-Mart, or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this agreement. The indemnity, defense, and hold harmless obligations of Mark L Michelsen, doing business as Mike's Gas-A-Mart, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the party indemnified to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

10. No liens shall be permitted to stand against the County property for work done or materials furnished by or to Mark L Michelsen, doing business as Mike's Gas-A-Mart, or any of its contractors. Mark L Michelsen, doing business as Mike's Gas-A-Mart, shall indemnify, defend, and hold the County harmless from any lien for work done or materials furnished under this agreement.

BOTH PARTIES AGREE:

11. This agreement shall automatically terminate, unless mutually extended in writing by both parties, four years from the date of its execution. Prior to the automatic termination, Mark L Michelsen, doing business as Mike's Gas-A-Mart, shall complete all of its obligations under this agreement, including the plugging and abandoning of the well and the restoration of any surface disturbance to its original condition. If Mark L Michelsen, doing business as Mike's Gas-A-Mart, does not timely complete its obligations under this agreement or violates any term of this agreement, County may, upon 30 days written notice, terminate the agreement and, upon termination, Mark L Michelsen, doing business as Mike's Gas-A-Mart, shall, within 45 days, plug and abandon both wells.

12. This agreement shall only be assigned upon the prior written consent of both parties. This agreement shall bind and inure to the benefit of any successors or assigns of the parties.

13. Neither party, by executing this agreement or conducting any work under the agreement, waives any rights they may have against any person or entity in connection with any contamination that either actually or allegedly exists on or in the vicinity of the County property.

14. Neither this agreement nor any work performed in furtherance of it shall constitute or be interpreted or construed as an admission by either party of liability or fault under any federal, state, or local law.

15. This agreement constitutes the entire agreement between the parties and

may only be altered by a mutually agreed upon writing executed by both parties in the same manner as the execution of this agreement.

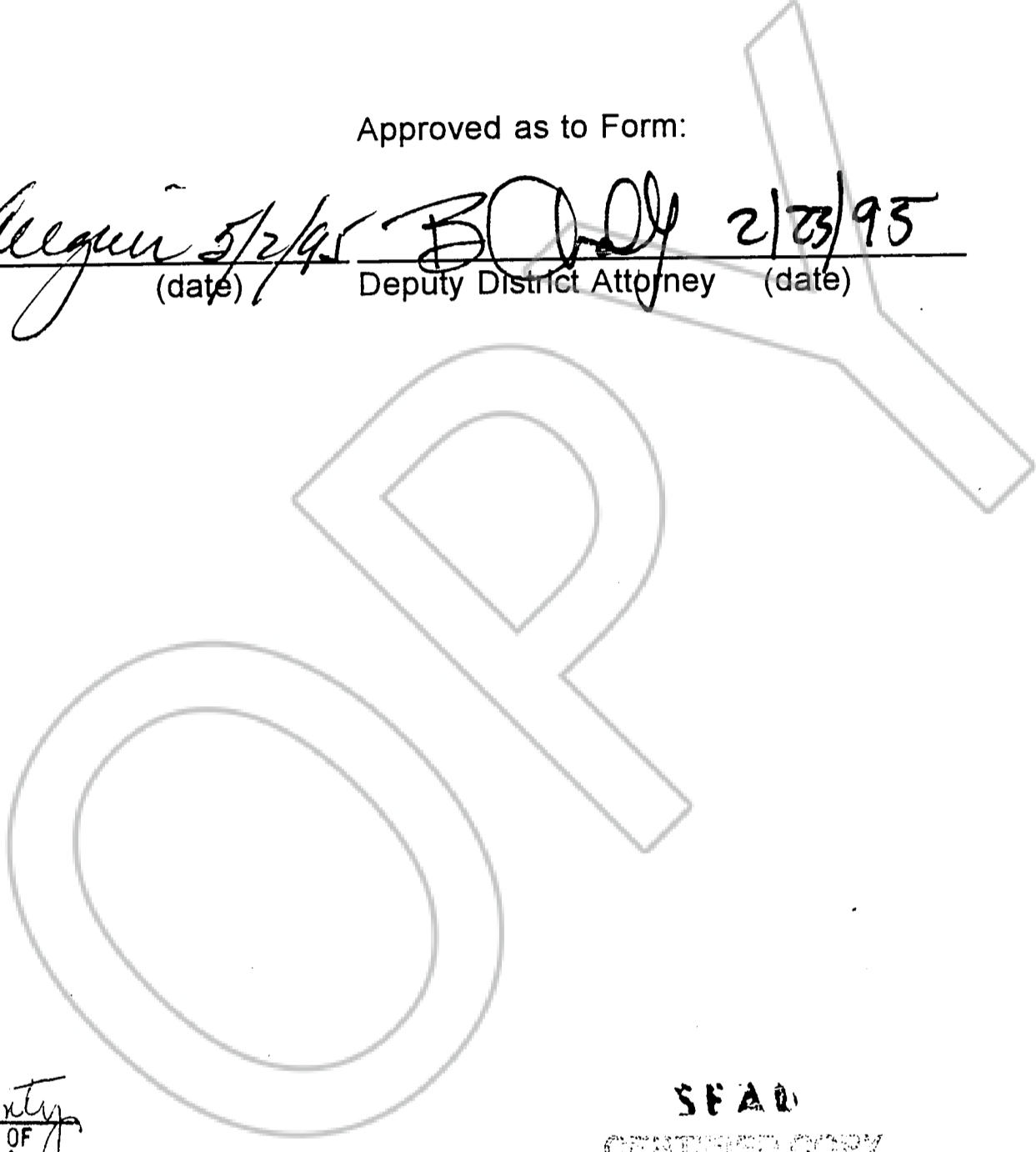
16. This agreement shall be construed and interpreted according to the laws of the State of Nevada.

Mark L Michelsen 2/5/95

Mark L Michelsen (date)  
doing business as Mike's Gas-A-Mart

Approved as to Form:

Robert H. Bequer 5/2/95 BOOBY 2/23/95  
Douglas County (date) Deputy District Attorney (date)



REQUESTED BY  
Douglas County  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'95 MAY 11 AM 11:50

LINDA SLATER  
RECORDER

PAID Bk DEPUTY 361921

BK 0595 PG 1692

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SEAD

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: May 11, 1995  
B. Reed Clerk of the 674 Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By: Carol M. Mullock Deputy