

#3644

When recorded mail to:

DOUGLAS COUNTY TITLE CO., INC.

P. O. BOX 1400

ZEPHYR COVE, NEVADA 89448

MAINTENANCE AGREEMENT

3644

THIS AGREEMENT, made and entered into this 5th day of October, 1979, by and between WARREN W. HOUSE and CAROLANNE K. HOUSE and RICHARD F. KRUECKEL and KAREN KRUECKEL, hereinafter referred to as "HOUSE" and TAHOE DOUGLAS COMMUNITY BAPTIST CHURCH, INC. hereinafter referred to as "CHURCH";

W I T N E S S E T H:

WHEREAS, HOUSE heretofore sold to CHURCH that certain piece and parcel of real property described on Exhibit "A", attached hereto and incorporated herein as if set forth herein verbatim, reserving therefrom the existing well located on said parcel of property, together with an easement, to maintain said well and the water line extending from said well, and

WHEREAS, said well also serves the parcel of real property described on Exhibit "A", attached hereto, amongst several other parcels of real property, and

WHEREAS, the parties hereto are desirous of entering into a maintenance agreement regarding the furnishing and use of water by HOUSE to CHURCH upon the terms and conditions hereinafter contained.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed as follows:

1. HOUSE shall furnish to CHURCH, from the existing well, water to serve the improvements located on the property described on Exhibit "A", attached hereto. CHURCH will not change the use of said property to increase the water burden or add any facilities that would increase the water burden without the prior written approval of HOUSE.
2. HOUSE will pay all expenses for the operation and maintenance of said well.
3. CHURCH shall contribute to the maintenance expenses of HOUSE for the operation and maintenance of said well, at the

**RAHBECK, McMORRIS, SUSICH, AND KOLVET**

A PROFESSIONAL CORPORATION  
STATELINE - MINDEN, NEVADA

THIS DOCUMENT IS BEING RE-RECORDED  
TO SHOW EXHIBIT "A" ATTACHED HERETO  
AND MADE APART HEREOF

54255

53825

LIBER 381 PAGE 857

BOOK 281 PAGE 1682

rate of \$15.00 per month, with the first such payment commencing on the 5th day of December, 1979, with like or similar payments on the same day of each and every month thereafter, except as herein provided. The monthly payments can increase each year of this agreement in accordance with the average increase in the cost of living consumer price index. The consumer price index entitled "United States City Average for Urban Wage Earners and Clerical Workers" is the particular index to be used in determining any percentage increase hereunder. The particular classification heading in said index that will be used to determine the inflationary factor is "All Items".

4. HOUSE will not have to furnish CHURCH with water if the water rights are condemned or taken by some public entity or if it is determined there is insufficient water or water pressure to serve Parcel 2. The standards to be used in determining whether or not there is insufficient water or water pressure will be those that the Department of Health and/or Department of Water Resources of the State of Nevada have adopted as their standards, which are in existence on the date the question arises. The first priority in serving water by the existing well will be Parcels 3 and 4.

5. Each party to this agreement has the right to cancel the same upon 90 days' written notice to the other, provided, however, HOUSE will not give notice of cancellation of this agreement during those periods of time that any governmental entity has restrictions precluding excavation or soil disturbance work.

6. HOUSE is only obligated under this agreement to furnish water to Parcel 2 and not any other parcel of real property.

7. It is understood by all parties to this agreement that CHURCH is contributing to the maintenance expenses of the operation of the well and is not paying a water rate or water fee to have water served by the well and/or HOUSE.

8. This agreement shall be binding upon and shall inure to the benefit of the heirs, successors in interest, and assigns of the parties hereto.

RAHBECK, MCMORRIS, SUSICH, AND KOLVET  
A PROFESSIONAL CORPORATION  
STATELINE - MINDEN, NEVADA

-2

LIBER 54255  
381 PAGE 858

53825  
BOOK 281 PAGE 1683

9. In the event either party hereto is required to retain an attorney to enforce any of the terms, conditions, or covenants of this agreement, then the party prevailing in any such litigation shall be entitled to a reasonable attorneys' fee, together with costs incurred therein.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Maintenance Agreement the day and year hereinafter written.

TAHOE DOUGLAS COMMUNITY BAPTIST CHURCH, INC.

DATED: 2/17/81

BY Joe F. Francis  
JOE F. FRANCIS, Trustee

DATED: 2/18/81

BY Cynthia Merrill  
CYNTHIA MERRILL, Trustee

DATED: 2/18/81

BY Marjorie Merrill Luippold  
MARJORIE MERRILL LUIPPOLD, Trustee

DATED: 10-30-79

BY Warren W. House  
WARREN W. HOUSE

DATED: 10-30-79

BY Carolanne K. House  
CAROLANNE K. HOUSE

DATED: 10/30/79

BY Richard F. Krueckel  
RICHARD F. KRUECKEL

DATED: 10/30/79

BY Karen Krueckel  
KAREN KRUECKEL

STATE OF NEVADA,

County of ... DOUGLAS

ss.

On ... February 17, 1981

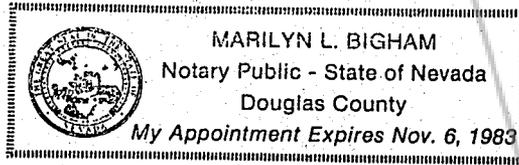
DATE

personally appeared before me,

a Notary Public (or judge or other officer, as the case may be), ...  
JOE F. FRANCIS, Trustee  
TAHOE DOUGLAS COMMUNITY BAPTIST CHURCH, INC.  
who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed my official stamp at my office  
in the County of ... DOUGLAS ...  
the day and year in this certificate first above written.

Signature of Notary



CARLISLE'S FORM NO. 36 N (ACKNOWLEDGMENT GENERAL)—A-63187

STATE OF NEVADA,

County of ... DOUGLAS

ss.

On ... February 18, 1981

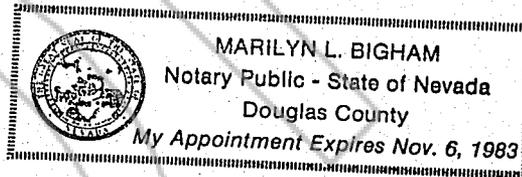
DATE

personally appeared before me,

a Notary Public (or judge or other officer, as the case may be), ...  
CNYTHIA MERRILL & MARJORIE MERRILL LUIPPOLD, Trustees  
TAHOE DOUGLAS COMMUNITY BAPTIST CHURCH, INC.  
who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed my official stamp at my office  
in the County of ... DOUGLAS ...  
the day and year in this certificate first above written.

Signature of Notary



CARLISLE'S FORM NO. 36 N (ACKNOWLEDGMENT GENERAL)—A-63187

STATE OF NEVADA,

County of ... DOUGLAS

ss.

On ... October 30, 1979

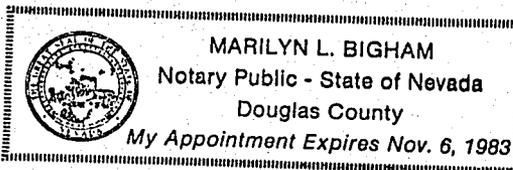
DATE

personally appeared before me,

a Notary Public (or judge or other officer, as the case may be), ...  
WARREN W. HOUSE, CAROLANNE K. HOUSE  
RICHARD F. KRUECKEL & KAREN KRUECKEL  
who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed my official stamp at my office  
in the County of ... DOUGLAS ...  
the day and year in this certificate first above written.

Signature of Notary



CARLISLE'S FORM NO. 36 N (ACKNOWLEDGMENT GENERAL)—A-63187

EXHIBIT "A"

Parcel 2 as set forth in the parcel map for Norman E. and Mary Ann Thomas, being a portion of the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 13, North, Range 18 East, M.D.B.&M., recorded December 12, 1977, in Book 1277, Page 507, as Document No. 15756, of the Official Records of Douglas County, State of Nevada. A.P. # 07-180-76

COPY

REQUESTED BY  
DOUGLAS COUNTY TITLE  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
\$ 7.00 Ad.  
1981 MAR 11 AM 11:52

REQUESTED BY  
DOUGLAS COUNTY TITLE  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
\$ 7.00 Ad.  
1981 FEB 26 AM 11:32

MARIE A. RABEL  
RECORDER  
*Lauren Kenney*  
Dep. CLERK 54255  
381 PAGE 861

MARIE A. RABEL  
RECORDER  
*Lauren Kenney*  
Dep. 53825  
BOOK 281 PAGE 1686