

RECORDING REQUESTED BY:
U.S. Forest Service
P.O. Box 731002
So. Lake Tahoe, CA 95731-7302

WHEN RECORDED RETURN TO:
U.S Forest Service
P.O.Box 731002
So. Lake Tahoe, CA 95731-7302

Agreement between the Zephyr Knolls General Improvement
District and the United States Department of Agriculture,
Forest Service

Whereas the United States of America by the Secretary of Agriculture, Forest Service, hereinafter called "Secretary," is authorized pursuant to Public Law 96-586, commonly known as the Burton-Santini Act, to acquire certain real property, some of which is located within the boundaries of the Zephyr Knolls General Improvement District, created and existing pursuant to the State of Nevada General Improvement District Law, hereinafter called ZKGID, and

Whereas ZKGID is supportive of the efforts of the Secretary to acquire parcels of real property located within the boundaries of ZKGID, and

Whereas the Secretary may not complete an acquisition unless the Secretary can obtain a Policy of Title Insurance on such land which has no reference to any type of future ZKGID levy, fee, charge, and/or assessment of any kind after acquisition of title while said real property is held by the Secretary in an unimproved condition, and

Whereas ZKGID is amenable to such relief upon certain terms and conditions as set forth below,

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, it is agreed as follows:

1. The Secretary agrees that upon its acquisition of any unimproved real property, as defined in Public Law 96-586, within the boundaries of the ZKGID, the escrow instructions will provide that all fees pertaining to that parcel due to ZKGID of any type or nature as of the date of recordation of the deed to the Secretary are brought current or paid in full as the case may be. These fees include, but are not limited to recreation fees, special assessments, ad valorem taxes, capital improvement fees, water availability fees, as well as any other fee or assessment which ZKGID is authorized by law to place on the property. The Secretary further agrees that any sums previously paid to ZKGID regarding said parcel shall be the property of ZKGID.

2. ZKGID agrees that so long as title to the real property remains in the Secretary and the real property remains unimproved it will be released

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from any and all levies, fees, charges and/or assessments of any kind due to ZKGID by reason of its location within the ZKGID. This Agreement shall be recorded and shall take effect upon recordation of a deed to the Secretary for property located within the ZKGID. For each acquisition by the Secretary ZKGID shall execute and deposit in escrow for recordation the document entitled "Release" which is attached and marked Exhibit "A". This Agreement, together with a Release, is meant to allow the Secretary to obtain a Policy of Title Insurance on such land which has no reference to any type of ZKGID future levy, fee, charge and/or assessment of any kind after acquisition of title while said real property is held by the Secretary in an unimproved condition.

3. Both parties agree that any parcels so acquired by the Secretary shall not receive nor request any services or benefits from ZKGID. Should any parcel be transferred by the Secretary to an entity which would require ZKGID services the new owner will not be covered by this Agreement and any Release executed hereunder.

4. This Agreement shall apply to any previously-acquired real property now held by the Secretary which is presently unimproved upon recordation of a Release describing said previously-acquired real property.

5. This Agreement and any Release executed hereunder shall be binding on any successor to ZKGID.

Dated this 2 day of September, 1987.

ZEPHYR KNOLLS GENERAL
IMPROVEMENT DISTRICT

UNITED STATES OF AMERICA
SECRETARY OF AGRICULTURE
FOREST SERVICE

BY: Carl A. Paulson
Carl A. Paulson
State of Nevada
County of Douglas

BY: D. Wayne Shepherd
D. Wayne Shepherd
State of California
County of El Dorado

On September 2, 1987 personally appeared before me, a Notary Public, Carl A. Paulson who acknowledged that he executed the above instrument.

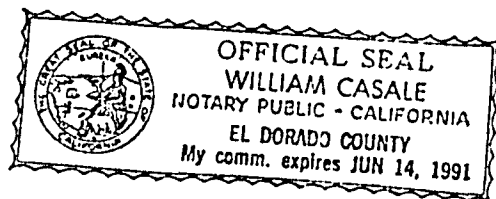
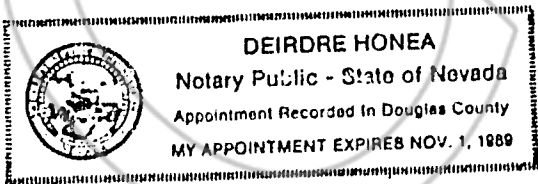
On September 3, 1987 personally appeared before me, a Notary Public, D. Wayne Shepherd who acknowledged that he executed the above instrument.

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.

In Witness Whereof, I have hereunto set my hand and affixed my official stamp at my office in the County of El Dorado the day and year in this certificate first above written.

Deirdre Honea
Deirdre Honea

William Casale
William Casale



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RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

RELEASE

This Release is made with reference to the following described real property:

By recordation of this Release the provisions of that Agreement between the Zephyr Knolls General Improvement District and the United States Department of Agriculture, Forest Service dated _____, 1987, and recorded in book _____ at page _____ of the Official Records of _____ County, Nevada shall apply to the above-described real property.

Dated this _____ day of _____, 19____.

ZEPHYR KNOLLS GENERAL IMPROVEMENT DISTRICT

BY: _____

REQUESTED BY
U.S. Forest Service
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

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SUZANNE BEAUDREAU
RECORDER

EXHIBIT "A"

S. *700* PAID *He* DEPUTY

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