

✓ Scarpello + Alling
PO Box 3390
Lake Tahoe NV 89449
3390

WATER AND SEWER LINE AGREEMENT

THIS AGREEMENT IS MADE on this 20 day of June, 2000, by and between Alfonso and Mercedes Cordero ("Corderos") and the Kingsbury General Improvement District ("KGID").

WHEREAS, the Corderos are the owners of certain real property and improvements known as 350 and 360 Abbey Road (formerly Reynolds Road), Stateline, Douglas County, Nevada (the "Cordero Properties");

WHEREAS, the Corderos are within the boundaries and customers of KGID and;

WHEREAS, it is the intent of the parties that the Corderos acknowledge ownership of the water and sewer lines located on their property, in exchange for which, KGID will provide certain assistance with capital improvements relating to the water line on their property.

NOW THEREFORE, in exchange for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Corderos hereby acknowledge ownership of all water and sewer transmission lines located directly on or under those certain parcels of real property known as 350 and 360 Abbey Road, APN 07-280-010 and 07-280-090, Stateline, Douglas County, Nevada. The Corderos may, at any time, install a booster pump for purposes of increasing domestic water pressure, the cost of which will be borne solely by the Corderos;

2. KGID hereby agrees to install, within ninety (90) days, a water meter on the six-inch transmission line that serves the Cordero Properties. Said installation shall include construction of a vault, to the extent such a vault is reasonably necessary. To the extent that the cost of the water meter and/or vault reasonably exceeds \$8,000.00, Corderos will contribute those funds required to complete the project, up to the amount of \$8,502.00. To the extent the project exceeds \$16,502.00, costs in excess of that amount will be borne equally by KGID and the Corderos;

3. KGID will provide, within ninety (90) days, up to a one-inch water meter suitable for measuring the water transmitted between the two Cordero residences. The purposes for installing this meter is to apportion water transmission costs between the two Cordero residences. The Corderos will be responsible for all costs related to installation of this meter;

4. KGID will provide, at no additional cost, four (4) hours of consultation with a plumbing contractor of the Corderos choosing to insure proper installation and operation of the improvements; described herein;

6. If legal action is commenced to interpret or enforce the terms of this Agreement, then the prevailing party shall be entitled to a reasonable award of attorney fees and costs incurred therein;

7. This contract shall be construed and interpreted according to the laws of the State of Nevada, and jurisdiction and venue in regard to all disputes and claims made pursuant to this Agreement shall be exclusively within Douglas County, State of Nevada;

8. In executing this Agreement, the Corderos agree that they have created no additional duty or obligation on behalf of KGID which exceeds those already owed to any KGID customer, other than those duties and obligations described herein. Further, the Corderos agree to hold KGID harmless for those situations under which KGID would have no liability to any other customer, other than those duties and obligations specifically described herein.

9. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement.

10. This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and any agreement or representation regarding this Agreement or the duties of the parties hereto, not expressly set forth in this Agreement, is null and void. This Agreement can only be modified by an agreement in writing, signed by the parties hereto, referencing this Agreement.

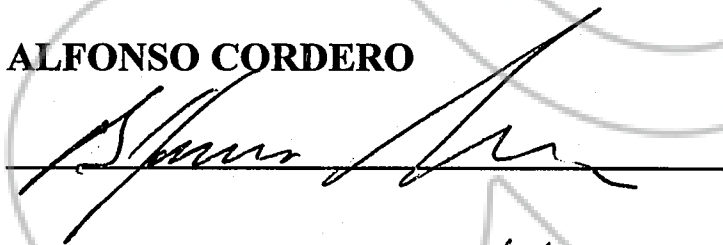
11. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law and whenever there is any conflict between any provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring it within the legal requirements.

12. This Agreement shall be recorded in the public records of Douglas County, Nevada.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above-written by the parties designated below.

Dated this 12 day of OCTOBER, 2000.

ALFONSO CORDERO



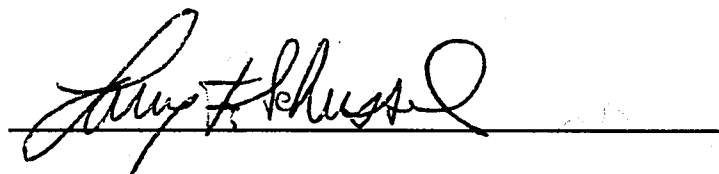
Dated this 12 day of October, 2000.

MERCEDES CORDERO



Dated this 18 day of July, 2000.

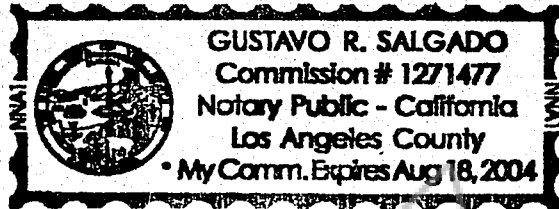
**KINGSBURY GENERAL
IMPROVEMENT DISTRICT**



By: **LARRY F. SCHUSSEL**

Its: Chairman of the Board of Trustees

STATE OF CALIFORNIA)
 : SS.
COUNTY OF LOS ANGELES)



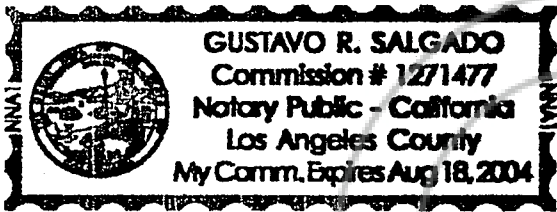
On this 13th day of OCTOBER, 2000, personally appeared before me, a Notary Public, MERCEDES CORDERO, who acknowledged to me that she executed the foregoing document.

Gustavo R. Salgado
NOTARY PUBLIC

STATE OF CALIFORNIA)
 : SS.
COUNTY OF LOS ANGELES)

On this 13th day of OCTOBER, 2000, personally appeared before me, a Notary Public, ALFONSO CORDERO, who acknowledged to me that he executed the foregoing document.

Gustavo R. Salgado
NOTARY PUBLIC



STATE OF Nevada)
 : SS.
COUNTY OF Douglas)

On this 18th day of July, 2000, personally appeared before me, a Notary Public, KINGSBURY GENERAL IMPROVEMENT DISTRICT, by LARRY F. SCHUSSEL, Chairman of the Board of Trustees, who acknowledged to me that he executed the foregoing document.

Candice S. Rohr
NOTARY PUBLIC



COPY

REQUESTED BY

Scarpello & Alling
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 OCT 19 AM 9:49

LINDA SLATER
RECORDER

\$10⁰⁰ PAID Kg DEPUTY

0501611

BK1000PG3401