

OFFICIAL RECORD

Requested By:
BROOKE SHAW ZUMPF

APNs: 1420-08-611-006 through 1420-08-611-031

Recorded Requested by and
When Recorded Return to:

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00
BK-0406 PG- 3366 RPTT: 0.00



✓ Indian Hills General Improvement District
c/o T. Scott Brooke, Esq.
Brooke Shaw Zumpft
1590 Fourth Street
Minden, NV 89423

AGREEMENT REGARDING UTILITY SERVICE

This Agreement is entered into this 28th of March 2006, by and between the INDIAN HILLS GENERAL IMPROVEMENT DISTRICT ("District"), a local general improvement district existing pursuant to NRS Chapter 318, in Douglas County, Nevada; and THE SPRINGS VII, LLC ("Owner"), a Nevada limited-liability company.

WITNESSETH:

- A. District is a general improvement district formed pursuant to NRS Chapter 318 and provides utility service including water and waste water service within its boundaries.
- B. Owner is the owner of property located within the District and which is accordingly within the District's service area and entitled to receive utility service to its properties described on Exhibit A attached hereto.
- C. Owner has requested that the District allow it to receive sewer service from Douglas County, instead of the District, for the described properties, and the District has agreed, conditioned upon Douglas County's agreement.
- D. Douglas County has consented to provide such service, and the District and Douglas County have entered into an interlocal agreement memorializing said agreement for service.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Owner confirms and agrees that Douglas County will provide sewer service to its properties identified in Exhibit A attached hereto, in perpetuity, subject only to the payment of required fees. Owner confirms and agrees that District has no obligation to provide any sewer service to said properties, in perpetuity.

2. District will enter into an Interlocal Contract with Douglas County to confirm such agreement and the provision of sewer service to the Exhibit A properties by Douglas County.

3. District and Owner agree that the properties identified in the attached Exhibit A remain in the District for and are entitled to receive all other benefits afforded other properties in the District, and will be subject to all services and taxes, fees, and assessments as are now or may in the future be imposed by the District.

4. This Agreement sets forth all the promises, agreements, conditions, understandings, warranties and representations between the parties hereto, with respect to the matters set forth herein, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, between the parties hereto with respect to such matters, except as set forth herein. This Agreement is, and is intended by the parties to be, an integration of any and all prior agreements or understandings, oral or written, with respect to the transactions set forth herein.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns.

6. This Agreement will be publicly recorded to provide notice to all future grantees and owners of the properties identified in the attached Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

INDIAN HILLS GENERAL IMPROVEMENT DISTRICT
"District"

By: 
Charles H. Swanson
Chairman, Board of Trustees

THE SPRINGS VII, LLC, a Nevada Limited-Liability Company
"Owner"

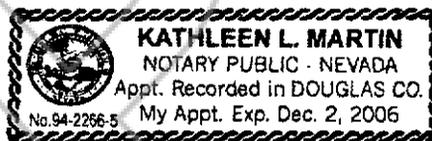
By: 
Name: Andrew W. Mitchell
Title: President of Syncon Homes, As Managing Member

STATE OF NEVADA)
) ss:
COUNTY OF Douglas)

On March 28, 2006, before me, personally appeared CHARLES H. SWANSON, personally known to me, or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person(s), or entity(ies) upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

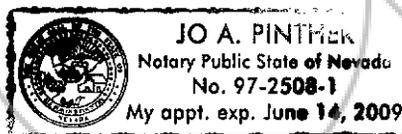
Kathleen L. Martin
Notary Public



STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On MARCH 10, 2006, before me, personally appeared ANDREW W. MITCHELL, personally known to me, or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person(s), or entity(ies) upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Jo A. Pinter
Notary Public Jo A. PINTER

F:\H\GENERAL CLIENTS\UHG\ID\Sync\nt\Agreement Utility Service FF 3-9-06.doc

EXHIBIT "A"

**DOUGLAS COUNTY SEWER SERVICE AREA
LEGAL DESCRIPTION**

February 24, 2006

A total of 26 single family residential lots located within the North one-half of Section 8, T.14 N., R.20 E., M.D.M., Douglas County, Nevada being more particularly described as follows:

Lots 711 through 736 inclusive as shown on Final Map Number LDA #99-054-7 for Sunridge Heights III Unit 7, recorded on June 6, 2006 in the Douglas County official records, Book 0605, Page 1632, Document Number 646054.

