

OFFICIAL RECORD
Requested By:
WAYNE S. CHIMARUSTI

APNs: 1320-30-714-020; and
1320-30-714-021

Douglas County - NV
Karen Ellison - Recorder

Page 1 Of 9 Fee: 22.00
BK-1009 PG- 4105 RPTT: 0.00



Grantors and Grantees:

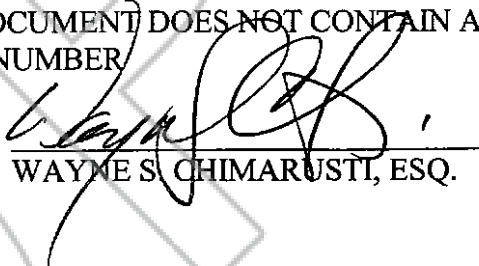
Mehdi Vazeen and Ashley Vazeen
c/o Center for Advanced Eye Care
1104 North Division Street
Carson City, NV 89703

K & S Properties
3130 Airway Drive
Costa Mesa, CA 92626

✓ **When Recorded Return to:**
WAYNE S. CHIMARUSTI, ESQ.
300 West Second Street
Carson City, NV 89703

THE UNDERSIGNED AFFIRMS THAT THIS DOCUMENT DOES NOT CONTAIN A
SOCIAL SECURITY NUMBER

Dated: Oct 9, 2009


WAYNE S. CHIMARUSTI, ESQ.

WAYNE S. CHIMARUSTI, ESQ.
300 West Second Street
Carson City, NV 89703
(775) 885-9066

UTILITY AND SERVICE SHARING AGREEMENT

THIS UTILITY AND SERVICE SHARING AGREEMENT (“hereinafter this Agreement”) is entered into by and between K & S PROPERTIES, a California general partnership (hereinafter “K & S”); and MEHDI VAZEEN and ASHLEY H. VAZEEN, husband and wife (hereinafter “Vazeen”).

WITNESSETH:

WHEREAS, Vazeen is the owner of approximately one-half (1/2) of a commercial building in Douglas County, Town of Minden, State of Nevada, commonly known as 1673 Lucerne Street, 5-G-1, bearing Douglas County Assessor’s Parcel Number 1320-30-714-020, and more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, K & S is the owner of approximately one-half (1/2) of a commercial building in Douglas County, Town of Minden, State of Nevada, commonly known as 1673 Lucerne Street, 5-G-2, bearing Douglas County Assessor’s Parcel Number 1320-30-714-021, and more particularly described in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, said commercial building at 1673 Lucerne Street (hereinafter “the Premises”) has certain utilities and services that are not separately metered, and the parties desire to set forth their agreement for the payment and maintenance of those services.

NOW, THEREFORE, based upon the mutual covenants, conditions, promises, and consideration set forth herein, the parties agree as follows:

SECTION 1: EFFECTIVE DATE

This Agreement shall be effective as of July 13, 2009.

SECTION 2: UTILITIES AND SERVICES

The utilities and services to be shared are as follows:

- (a) Exterior building lighting that is installed on and attached to the Premises;

WAYNE S. CHIMARUSTI, ESQ.
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- (b) Domestic water;
- (c) Fire suppression water system;
- (d) Fire system inspections (as required by the state and/or local government);
- (e) Sewer; and
- (f) Fire alarm system; and
- (g) Fire alarm phone line.

SECTION 3: DIVISION OF COSTS

Each party shall pay for one-half (1/2) of the utilities and services described in Section 2 above.

SECTION 4: BILLING AND PAYMENT

K & S shall continue to receive and shall promptly pay all bills from the providers of the utilities and services listed in paragraph 2 above as they become due.

Vazeen shall reimburse K & S for one-half (1/2) of each such expense within ten (10) days of receipt of a copy of each bill paid by K & S.

Vazeen shall not be responsible for any late fees or penalties incurred by K & S for untimely payments.

SECTION 5: SERVICE CONTRACTS

(a) Upon execution of this Agreement, K & S shall provide Vazeen with copies of all existing contracts and any amendments thereto for the services and utilities which are the subject of this Agreement.

(b) K & S and Vazeen shall mutually agree on any new contracts and/or any future amendments to any existing contracts with the providers of the services and utilities which are the subject of this Agreement.

SECTION 6: MAINTENANCE

Each party shall be responsible for one-half (1/2) of the cost of maintenance and repair of the electrical, water, sewer, and fire systems which are the subject of this Agreement, except as follows:

(a) Each party shall be solely responsible for replacement of light bulbs in the parties' respective units.

(b) Each party shall be solely responsible for replacement, repair, and maintenance of the plumbing fixtures in the parties' respective units.

SECTION 7: EMERGENCY REPAIRS

Failures and breakdowns to any of the systems and utilities common to both units shall be repaired as promptly and expeditiously as possible. Each party agrees to cooperate fully and to provide such access to the other party or to persons making repairs as is necessary to effect such repairs; and to protect the systems, utilities, and the Premises generally from damage.

Entry by either party into the other party's unit shall be on notice, except in the event of an emergency. For purposes of this Agreement, "emergency" means any imminent danger of loss to property or injury to persons requiring immediate action.

Emergencies shall also include either party's failure to effect or commence repairs to a failed utility or system within two (2) days after receipt of notice of the failure or breakdown, if the system or utility failure or breakdown renders either party's unit unusable for its normal purposes and function.

SECTION 8: DOMESTIC WATER AND SEWER

Currently, 5-G-1, owned by Vazeen, is used as a medical office (ophthalmology), and 5-G-2, owned by K & S, is used as a title and escrow company.

In the event that there shall be a change of use in either unit, or an occurrence that results in an increase in water consumption in either unit, Vazeen shall pay for the actual water consumption in 5-G-1, based on Vazeen's installed sub-meter, plus one-half (1/2) of any services fees associated with the water service to Unit 5-G-1, provided that the service fees are not increased as a result of the increased consumption.

If such increase in water use shall result in increased sewer charges, Vazeen shall be responsible for one-half (1/2) of an amount based on the average sewer expenses for the twelve (12) months preceding the increase, plus one-half (1/2) of any recurring service fees not related to the increase.

SECTION 9: BINDING EFFECT

The terms, covenants, and provisions of this Agreement shall extend to and be binding upon the respective heirs, personal representatives, administrators, beneficiaries, successors and assigns, as applicable, of the parties. The parties agree that the covenants, conditions, and terms of this Agreement are intended to and shall run with the land, and shall be a benefit for and burden on their respective properties.

SECTION 10: WARRANTY

The persons signing this Agreement represent and warrant to each other that they have full right, title, and power to execute this Agreement on behalf of the parties hereto.

SECTION 11: GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of Nevada. Jurisdiction and venue shall be in Douglas County, Nevada.

SECTION 12: ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated herein.

SECTION 13: MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by the parties in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representation of each party.

SECTION 14: INVALIDITY

If any portion of this Agreement or any provision in this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall continue to be fully effective and enforceable, and the parties consent to the modification of this Agreement

in any manner as a court may deem necessary, to preserve the agreements contained herein.

SECTION 15: COUNTERPARTS

This Agreement may be executed in counterparts, and when so executed each counterpart shall be deemed to be an original, and said counterparts together shall constitute one and the same instrument.

SECTION 16: ATTORNEY'S FEES

In the event that any party hereto shall be required to commence legal proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of costs of suit and reasonable attorney's fees.

THIS UTILITY AND SERVICE SHARING AGREEMENT is effective as of July 13, 2009, and is executed and dated below.

STATE OF NEVADA)
: ss.
CARSON CITY)

Mehdi Vazeen
MEHDI VAZEEN
Dated: 10/8/, 2009.

This instrument was acknowledged before me on October 8, 2009, by MEHDI VAZEEN.

Linda M Lambrecht
NOTARY PUBLIC

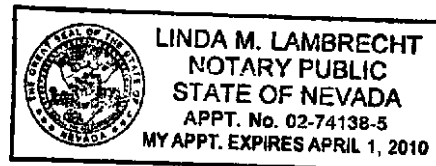
STATE OF NEVADA)
: ss.
CARSON CITY)

Ashley H. Vazeen
ASHLEY H. VAZEEN
Dated: 10/8/, 2009.

This instrument was acknowledged before me on October 8, 2009, by ASHLEY H. VAZEEN.

Linda M Lambrecht
NOTARY PUBLIC

WAYNE S. CHIMARUSTI, ESQ.
300 West Second Street
Carson City, NV 89703
(775) 885-9066



State of California
County of Orange

On 10-7-09, 2009,
before me, Rachel Bergeron,
a Notary Public, personally appeared
KEVIN COLEMAN, who proved 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, and that by his
signature on the instrument the person, or
the entity on behalf of which the person
acted, executed the instrument.

K & S properties, a California general
partnership

By: [Signature]
KEVIN A. COLEMAN,
General Partner

Dated: 10-7-09, 2009.

I certify under PENALTY OF PERJURY
under the laws of the State of California
that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC



WAYNE S. CHIMARUSTI, ESQ.
300 West Second Street
Carson City, NV 89703
(775) 885-9066

EXHIBIT A
UTILITY AND SERVICE SHARING AGREEMENT

Legal Description-Vazeen Property
(APN 1320-30-714-020)
(Parcel 5-G-1)

That portion of the East ½ of Section 30, Township 13 North, Range 20 East, M.D.B.&M., in the Town of Minden, County of Douglas, State of Nevada, commonly known as 1673 Lucerne Street, Unit 1, being more particularly described as follows:

Lot 5-G-1 as said lot is shown on AMENDED RECORD OF SURVEY #4 which was recorded in Book 0709, at Page 2165, as Document No. 746890, in the Official Records of said Douglas County.

Said lot contains 3,566 square feet, more or less

EXHIBIT B
UTILITY AND SERVICE SHARING AGREEMENT

Legal Description-K & S Property
(APN 1320-30-714-021)
(Parcel 5-G-2)

That portion of the East ½ of Section 30, Township 13 North, Range 20 East, M.D.B.&M., in the Town of Minden, County of Douglas, State of Nevada, commonly known as 1673 Lucerne Street, Unit 2, being more particularly described as follows:

Lot 5-G-2 as said lot is shown on AMENDED RECORD OF SURVEY #4 which was recorded in Book 0709, at Page 2165, as Document No. 746890, in the Official Records of said Douglas County.

Said lot contains 3,750 square feet, more or less