APN: 1319-18-401-004

RECORDING REQUESTED BY:

T. Scott Brooke

Mail Tax Statements To:
Kingsbury General Improvement District
PO Box 2220
Stateline, NV 89449

When Recorded, Mail To: T. Scott Brooke, Esq. Brooke Shaw Zumpft PO Box 2860 Minden, NV 89423

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons, as per NRS 239B.030.

DOC # 805851

07/18/2012 12:34PM Deputy: PK
 OFFICIAL RECORD
 Requested By:

Stewart Title - Carson
 Douglas County - NV
 Karen Ellison - Recorder

Page: 1 of 8 Fee: \$21.00

BK-712 PG-4308 RPTT: EX#002

T. Scott Brooke, Esq.

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That for a valuable consideration, receipt of which is hereby acknowledged, KINGSBURY WATER CORP., ("GRANTOR") a dissolved Nevada Corporation, acting by and through its former Officers, Directors and Trustees, Peggy Hall, Secretary and Trustee, and Thomas J. Hall, Vice President and Trustee, does hereby assign, remise, release and quitelaim to KINGSBURY GENERAL IMPROVEMENT DISTRICT, ("GRANTEE") a political subdivision of Nevada, all of the real property located in Douglas County, Nevada, more particularly described in **Exhibit A** attached hereto and identified as Douglas County, Nevada, Assessor's Parcel No. 1319-18-401-004.

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Subject to all rights and reservations existing as a matter of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

To have and to hold the said rights, together with the appurtenances, unto the said GRANTEE, and to the successors and assigns of GRANTEE forever.

NOTE (NRS 111.312): The above legal description appeared previously in that certain Grant, Bargain Sale Deed, prepared by Kent Corporation and recorded in the office of the County Recorder of Douglas, Nevada on January 23, 1964, as Document Number 43542, of Official Records.

Witness my hand this 24 day of October 2011.

KINGSBURY WATER CORP.,

A dissolved Nevada Corporation, acting by and through its former Officers, Directors and Trustees

MI

By:

THOMAS J. HALL

Vice President and Trustee

By:

PEGGY HALL

Secretary and Trustee

AL'I A Commitment (6/17/06)

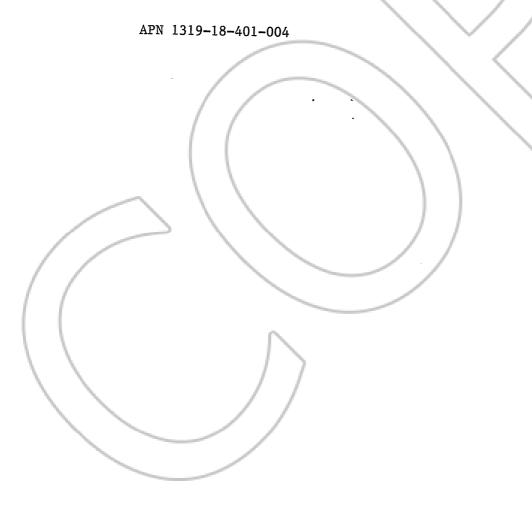
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Exhibit A **LEGAL DESCRIPTION**

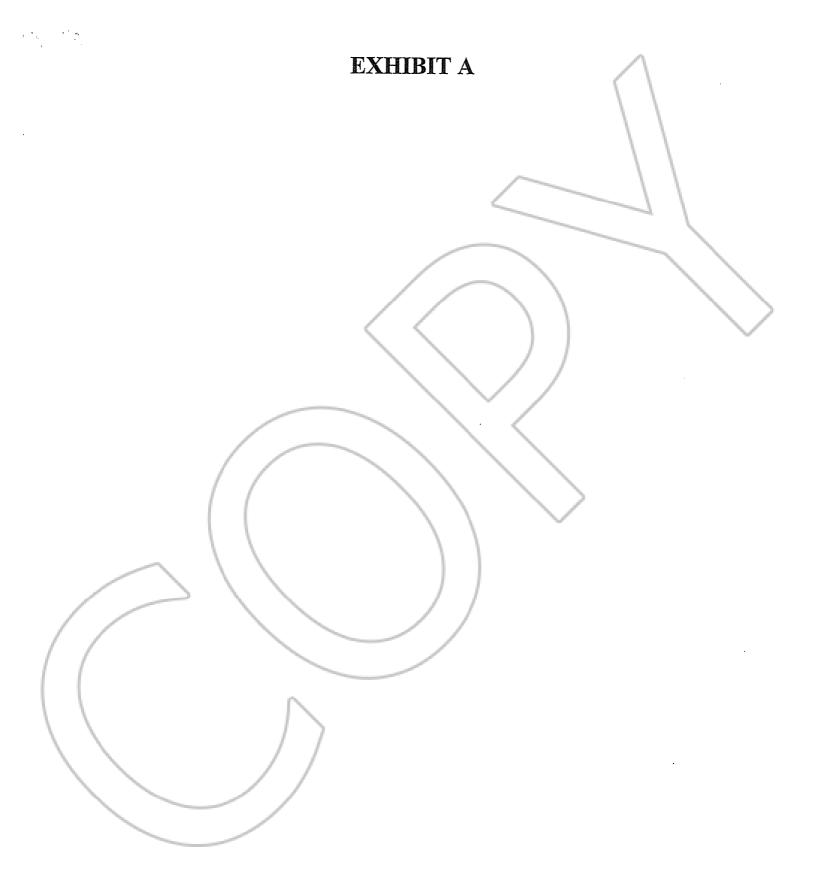
File Number: 1037802

That portion of the Southwest quarter (SW1/4) of Section 18, Township 13 North, Range 19 East, M.D.B.&M, Douglas County, Nevada described as follows:

Commencing at the northeasterly corner of Lot 29 as said lot is delineated on the Map of Kingsbury Village Unit No. 1, Official Records of Douglas County, Nevada, and from which point the center of a curve bears N 83°20'23" W 160.00 feet; thence northwesterly along the curve through a central angle of 23°00' and a radius of 160.00 feet a distance of 64.23 feet to the end of said curve and the True Point of Beginning; thence normal to Andria drive S 73°39'37" W 160.00 feet ; thence N 16°20'23" W 100.00 feet; thence N 73°39'37" E 160.00 feet to the westerly line of Andria drive; thence S 16°20'23" E 100.00 feet to the point of beginning.



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STATE OF NEVADA)

COUNTY OF WASHOE)

On October 24, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS J. HALL, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the above instrument.

I certify under penalty of perjury under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC



BK PG

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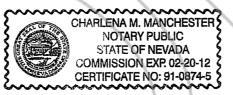
STATE OF NEVADA) ss. COUNTY OF DOUGLAS)

On November _____, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared PEGGY HALL, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the above instrument.

I certify under penalty of perjury under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC



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AGREEMENT REGARDING TRANSFER OF REAL PROPERTY

This Agreement entered into as of this day of October 2011 by and between the Kingsbury General Improvement District (District), a political subdivision of the State of Nevada, and Peggy Hall and Thomas J. Hall, as former Officers, Directors and Trustees of the Kingsbury Water Corp., a dissolved Nevada corporation (Company), as follows:

- 1. The District and the Company entered into a certain Agreement for purchase and sale of utility assets dated August 8, 1975 for the transfer of all assets and real property owned by the Company to the District. The Company thereafter undertook to transfer such real property to the District by Grant, Bargain and Sale Deed recorded on April 29, 1976, in Book 476, at Page 1295, as Document 89842, Douglas County Recorder's Office.
- 2. District subsequently discovered that said Grant, Bargain and Sale Deed should have included the property described in the Quitclaim Deed attached hereto as **Exhibit A**, and which was owned by the Company pursuant to the prior Deed by the Kent Corporation recorded on January 23, 1964, in Book 64, at Page 589, as Document 43542, Douglas County Recorder's Office, but which was inadvertently overlooked and omitted ("the Property").
- 3. The Company was duly dissolved by actions of the Nevada Secretary of State. By operation of law, the assets of the Company, if any, would be held in Trust by its Officers, Directors and Trustees, identified above.
- 4. Such Officers, Directors and Trustees are willing to confirm the transfer of the Property to the District pursuant to the Company's prior agreement with the District, and to relinquish whatever interest they may have therein by the Quitclaim Deed attached hereto as **Exhibit A**.
- 5. The District is willing to hold said individuals harmless from any claim regarding the Property, and to indemnify the individuals and Company therefrom.

NOW THEREFORE for valuable consideration including the covenants and conditions contained herein, the parties agree as follows:

- 1. Thomas J. Hall and Peggy Hall, agree to execute the Quitclaim Deed attached hereto as **Exhibit A** on behalf of the Company and on behalf of themselves as Trustees, for the purpose of transferring any and all interest in the Property described in **Exhibit A** to the District.
- 2. The District agrees to indemnify and hold harmless said individuals and the Company from any claim pertaining to the transfer and release of their interest in the Property to the District pursuant to the Quitclaim Deed attached as **Exhibit A**.

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

Cameron McKay, General Manager
Kingsbury General Improvement District

Thomas J. Hall, Vice President and Trustee

Kingsbury Water Corp., a dissolved Nevada Corporation

Peggy Hall, Secretary and Trustee
Kingsbury Water Corp., a dissolved Nevada Corporation

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