

Assessor's Parcel Number: 1418-34-301-005

Date: APRIL 20, 2015

Recording Requested By:

Name: NIKKI SCHMIDT, PUBLIC WORKS
(CR)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

DOUGLAS COUNTY, NV
This is a no fee document
NO FEE
PUBLIC WORKS

2015-860622

04/21/2015 09:00 AM

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KAREN ELLISON, RECORDER

AGREEMENT #2015.076
(Title of Document)

FILED

NO. 2015 076

2015 APR 20 AM 11:17

DOUGLAS COUNTY
CLERK

[Signature]
DEPUTY

APN: 1418-34-301-005

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

DOUGLAS COUNTY
Post Office Box 218
Minden, NV 89423

Pursuant to NRS 239B.030, I, the undersigned, affirm that this document submitted for recording does not contain the social security number of any person or persons.

AGREEMENT

THIS AGREEMENT is effective this 9 day of March, 2015, by and between RESIDENTIAL PROPERTY INVESTMENT, LLC, a Delaware limited liability company ("Owner") and DOUGLAS COUNTY, a political subdivision of the State of Nevada ("Douglas County") (collectively herein the "Parties").

WITNESSETH:

WHEREAS, Owner owns that certain real property situate in Douglas County, Nevada, commonly identified by Assessor's Parcel No. 1418-34-301-005 (hereinafter the "Property"); and

WHEREAS, Douglas County is the owner of the Cave Rock/Uppaway Water System, and has constructed improvements to the water system, including a water line that crosses the Property; and

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto hereby agree as follows:

1. Douglas County agrees to install the service connection hardware for future domestic water service to Owner's parcel.
2. Douglas County will also install a "tee," a stub out, valve, and related hardware for a six-inch fire service to the westerly edge of the easement, at a location to be determined by Owner.

3. Owner has installed a fire hydrant approved by the Lake Tahoe Fire Protection District at a location near the residence, which is available for emergency use only in case of fire at his or adjacent properties.

4. In exchange for the Owner's installing and making the fire hydrant available to adjacent properties in emergencies, Douglas County will waive the connection fees for the fire service line.

5. Use of the fire service line will be limited to stand-by and fire suppression use only and may not be used by Owner for any other purpose, including for domestic or irrigation purposes.

6. Owner reserves the right to connect to the Cave Rock/Uppaway Water System for domestic purposes at some time in the future. If Owner connects to Douglas County's water system by no later than December 31, 2020, and complies with all then-existing rules and regulations, Douglas County agrees to waive any and all water connection fees for one ¾" domestic water service.

7. When the Owner requests water service from Douglas County, it will be Owner's responsibility to install the water lines on the Property to connect with Douglas County's water system and Owner agrees to secure the necessary Douglas County construction permits when connecting such water lines.

8. In exchange for the foregoing, Owner agrees to execute a water line easement with Douglas County. Douglas County will record the easement and provide Owner with a copy of the recorded easement. The line will be constructed so that the water pipes are not joined under Owner's existing driveway.

9. Douglas County, on behalf of itself, its agents, contractors, and employees agrees to hold Owner harmless from liability connected with the construction and maintenance of the water line and indemnify him for any loss he may suffer as a result thereof.

10. Notices. Any notice to be given under this Agreement shall be given in writing and delivered personally or by registered or certified mail, postage prepaid, as follows:

If to RPI, to:

CHINYOL YI
c/o ALLING & JILLSON, LTD.
276 Kingsbury Grade, Suite 2000
Post Office Box 3390
Stateline, Nevada 89449-3390

or at such other place as Owner may designate by written notice.

If to Douglas County, to:

DOUGLAS COUNTY
Post Office Box 218
Minden, Nevada 89423

11. Waiver. Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof by a written instrument duly executed by such party.

12. Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the internal laws of the State of Nevada without regard to conflicts of laws principles.

13. Jurisdiction and Venue. Venue for any dispute in connection with this Agreement shall be exclusively in the courts of Douglas County, Nevada, and the parties hereto do hereby consent to jurisdiction in Douglas County, Nevada.

14. Attorneys' Fees. In the event a party hereto is required to retain an attorney to enforce any part of this Agreement, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and court costs in addition to any other relief afforded by the court.

15. Construction. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Any reference to a "person" herein shall include an individual, firm, corporation, partnership, trust, governmental authority or any other entity. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. This Agreement has been prepared by Alling & Jillson, Ltd., at the request of Owner. Douglas County has had an opportunity to consult with its legal counsel

regarding the legal effect of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

16. Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

17. Entire Agreement. This instrument and any exhibit or schedule explicitly incorporated herein by reference contains the entire agreement between the parties with respect to the transaction contemplated and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.


18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Pages Follows]

IN WITNESS WHEREOF, the parties hereto have set their hand on the day and date first above written.

RESIDENTIAL PROPERTY INVESTMENT, LLC

By: RESIDENTIAL PROPERTY HOLDINGS, LLC,
its Manager.



CHINYOL YI, Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

:ss.

COUNTY OF Orange)

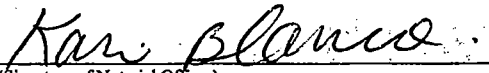
On March 9, 2015, before me, Karina Blanco [name of notary public] personally appeared Chinyol Yi, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which the person acted, executed the instrument.

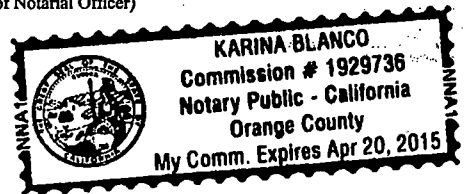
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


(Seal)

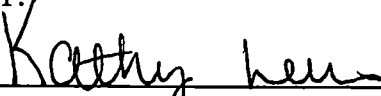
HALLING & JILLSON, LTD.
Attorneys at Law


(Signature of Notarial Officer)



DOUGLAS COUNTY

By:  4/16/15
Doug N. Johnson, Chairman (Date)
Douglas County Board of Commissioners

ATTEST:

Douglas County Clerk

COPIES

ALLING & JILLSON, LTD.
ATTORNEYS AT LAW

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

20th day of April, 2015
By:  Deputy

