

Douglas County
APN 1319-18-312-024 (formerly 011-162-010)

REQUESTED BY
Tom Pawloski
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 OCT 28 PM 1:46

WERNER CHRISTEN
RECORDER

\$ 17.00 PAID CF DEPUTY

RECORDING REQUESTED BY:

Thomas F. Pawloski and Karen J. Pawloski
P.O. Box 4199
Stateline, Nevada 89449

WHEN RECORDED MAIL TO:

Nevada Division of State Lands
Nevada-Tahoe Resource Team
333 S Carson Meadows Drive, Suite 44
Carson City, Nevada 89701

First American Title Company – Carson City, NV
Escrow No. 2002-64642-GB

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
REGARDING ENCROACHING SEWER LINE (“DEED RESTRICTION”)**

This Deed Restriction is made this 19 day of JULY, 2004, by Thomas F. Pawloski and Karen J. Pawloski, (hereinafter “Declarant”).

RECITALS

1. WHEREAS, Declarant is the owner of that certain real property located in Douglas County, State of Nevada, described as follows:

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lot 16, as shown on the map entitled KINGSBURY VILLAGE UNIT NO. 5, filed for record September 7, 1966, in the Office of the County Recorder, Douglas County, Nevada, as Document No. 33786.

Douglas County Assessor’s Parcel Number 1319-18-312-024 (formerly 011-162-010).

2. WHEREAS, the State of Nevada owns the adjacent parcel of land located in Douglas County, State of Nevada, described as follows:

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lot 15, as shown on the map entitled KINGSBURY VILLAGE UNIT NO. 5, filed for record September 7, 1966, in the Office of the County Recorder, Douglas County, Nevada, as Document No. 33786.

Douglas County Assessor's Parcel Number 1319-18-312-025 (formerly 011-142-010).

3. WHEREAS, the State of Nevada purchased their parcel under the Tahoe Bond Act as approved by the voters in November 1986, which in part, provides for the preservation of said property as undeveloped open space in order to preserve the resources and natural beauty of the Tahoe Basin.
4. WHEREAS, when the State of Nevada acquired their parcel on April 12, 1989 there existed unknown encroachments from Declarant's real property, including Declarant's home, associated accessory structures and Declarant's sewer line.
5. WHEREAS, Declarant discovered said encroachments as a result of a Topographic Survey performed by Turner and Associates in September 2000.
6. WHEREAS, the State of Nevada and Declarant desire to correct all known encroachments, with the exception of the sewer line, by completing a lot-line adjustment, thereby exchanging land of equal size and value. Said lot-line adjustment shall be accomplished as shown on the Record of Survey Supporting a Boundary Line Adjustment by Turner and Associates dated May 2002.
7. WHEREAS, the State of Nevada and Declarant agree that due to the location of Declarant's existing sewer line encroachment, it would be impracticable for it to be included in the lot-line adjustment.

DECLARATIONS

NOWHEREFORE, for a valuable consideration the receipt and sufficiency of which is hereby acknowledged, Declarant hereby declares:

1. In the event fifty percent (50%) or more of the length of Declarant's existing sewer line located on State property needs to be replaced or repaired, the entire encroaching sewer line shall be properly abandoned and a new one shall be constructed within Declarant's ten foot (10') utility easement located on Declarant's parcel; or

2. In the event forty-nine percent (49%) or less of the length of Declarant's existing sewer line located on State property needs to be replaced or repaired, Declarant shall first obtain a "Right-of-Entry Authorization" from Nevada Division of State Lands, hereinafter "NDSL", to perform the required repairs. In the event it is deemed an emergency, Declarant agrees to notify NDSL by telephone within twenty-four (24) hours and execute a "Right-of-Entry Authorization" in a timely manner upon presentation of same.
3. Declarant shall first obtain NDSL'S approval of the plans, method and equipment to be used in the replacement or repair of Declarant's encroaching sewer line. All work performed on State land shall be done in a manner to have the least impact on the land. Declarant agrees to pay for and be responsible for all damages to the State's property caused by Declarant, its employees or agents during the replacement or repair of Declarant's sewer line. NDSL shall have the right to inspect and approve the work performed on State land, including the required revegetation of the disturbed area.
4. All costs involved with any repair and/or replacement of the encroaching sewer line shall be borne by Declarant.
5. Declarant shall indemnify, defend and hold harmless the State of Nevada, its officers employees, agents and invitees from and against any and all claims, actions, liabilities, damages, losses, costs and expenses, including but not limited to attorneys' fees, arising from the replacement or repair of Declarant's encroaching sewer line.
6. This Deed Restriction shall be deemed a covenant running with the land to burden any subsequent owner of Declarant's property, and Declarant's agents, assigns, heirs, successors in interest and all persons acquiring or owning any interest in Declarant's property and to benefit the State of Nevada, its agents or assigns.
7. This Deed Restriction may not be modified or revoked without the prior express written and recorded consent of the State of Nevada. Upon proof of proper abandonment of the existing encroaching sewer line Declarant or Declarant's assigns, heirs or successors in interest, may request in writing to the State of Nevada that this Deed Restriction be revoked.

IN WITNESS WHEREOF, Declarant has executed this Deed Restriction this the day and year written above.

DECLARANT

Thomas Pawloski
Thomas F. Pawloski

Dated: 7/19/04

STATE OF NEVADA)
)
) SS.
COUNTY OF DOUGLAS)



Stephen M. Atkinson

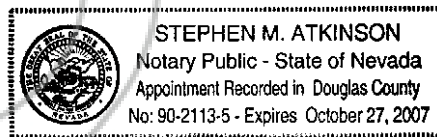
On this 19 day of JULY, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas F. Pawloski, personally known to me, or proved on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon their behalf of which the person acted, executed the instrument.

DECLARANT

Karen J. Pawloski
Karen J. Pawloski

Dated: 7/19/04

STATE OF NEVADA)
)
) SS.
COUNTY OF DOUGLAS)



Stephen M. Atkinson

On this 19 day of JULY, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Karen J. Pawloski, personally known to me, or proved on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon their behalf of which the person acted, executed the instrument.