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**OFFICIAL RECORD**

Requested By:

TAHOE REGIONAL PLANNING

AGENCY

Douglas County - NV

Werner Christen - Recorder

Page: 1 Of 5 Fee: 18.00  
BK-0505 PG-10250 RPTT: 0.00



**RECORDING REQUESTED BY:**

Tahoe Regional Planning Agency  
Post Office Box 5310  
Stateline, Nevada 89449

**WHEN RECORDED MAIL TO:**

✓ Tahoe Regional Planning Agency  
Post Office Box 5310  
Stateline, Nevada 89449  
Attention: Chris M Chambers, Assistant Planner  
TRPA File No. 20050441

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LAND COVERAGE TRANSFER ("DEED RESTRICTION")  
TO BE RECORDED AGAINST ACCESSOR'S PARCEL NUMBER (APN) 1318-26-501-005**

This Deed Restriction is made this 23 day of MAY, 2005, by John C. Serpa entitled by Nick Rollins and Lisa Rollins pursuant to Agreement and Irrevocable Power-of-Attorney recorded on May 19, 2005 as Document No. 0644795, Book 0505, at Page 8749 in the office of County Recorder, Douglas County (hereinafter "Declarant").

**RECITALS**

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF

Said parcel was recorded in Document Number 0617855, Book 0704, page 01124 on July 2, 2004, in the Official Records of Douglas County, Nevada, and having Assessor's Parcel Number 1318-26-501-005 (formerly 1318-26-501-002) (Hereinafter "Sending Parcel")

2. The Declarant received approval from the Tahoe Regional Planning Agency (TRPA) on May 19, 2005, to transfer 3,485 square feet of Class 6 base allowable land coverage from the Sending Parcel to the Receiving parcel, described as follows:

A piece of parcel of land situate in the County of Douglas, State of Nevada, being a portion of the North 1/2 of the Northeast 1/4 of Section 26, Township 13 North, Range 18 East, M.D.B.&M. and more particularly described as follows:

Beginning at a point on the Southerly right-of-way of Kingsbury Road that bears South 81°20'23" West, a distance of 1,844.57 feet from the Northeast corner of Section 26, Township 13 North, Range 18 East, M.D.B. &M.; thence continuing from said point, said point being the True Point of Beginning; thence South 00°22'08" West, a distance of 226.26 feet to a point; thence South 89°24'26" West, a distance of 358.92 feet to a point; thence South 57°15'00" West, a distance of 71.00 feet to a point; thence North 32°45'00" West, a distance of 100.00 feet to a point; thence from a tangent that bears the last described course curving to the right with a radius of 142.27 feet through an angle of 44°50'00" an arc distance of 111.32 feet to a point; thence North 12°05'00" East, a

distance of 27.16 feet to a point; thence from at tangent that bears the last described course curving to the right with a radius of 25.00 feet through an angle of 87°20'47" an arc distance of 38.11 feet to a point; thence continuing through a curve to the left with a radius of 1,055 feet through an angle of 17°43'44" an arc distance of 326.46 feet to a point; thence North 08°18'00" West, a distance of 15.00 feet to a point; thence North 81°42'00" East, a distance of 137.87 feet to the Point of Beginning.

Said parcel was recorded in Document Number 0544893, Book 0602, page 05373 on June 17, 2002, in the Official Records of Douglas County, Nevada, and having Assessor's Parcel Number 1318-26-514-017 (formerly 07-453-01) (Hereinafter "Receiving Parcel")

3. Both the Sending Parcels and the Receiving Parcel are located in the Tahoe Region as described in the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233, 1980), which region is subject to the regional plan and ordinances adopted by the TRPA pursuant to the Tahoe Regional Planning Compact.
4. As a condition of the above approval, Chapter 20 of the TRPA Code of Ordinances requires that the appropriate deed restriction be recorded documenting both the transfer of coverage and the requirement that the area of the transferred land coverage on the Sending Parcel be restored and maintained in a natural or near-natural state. The deed restriction must likewise document that the area of the transferred land coverage on the Sending Parcel must be protected from soil disturbance, and that provisions must be made for the future maintenance of the Sending Parcel.

#### DECLARATIONS

1. Declarant hereby declare that, for the purpose of calculating land coverage and applying TRPA ordinances relating to land coverage, the Sending Parcel described above is and shall be, deemed by TRPA to have transferred and retired 3,485 square feet of Class 6 base allowable land coverage and to now contain 35,819 square feet of base allowable land available for transfer from the sending parcel (pursuant to Irrevocable Power of Attorney):

<u>Land Capability District</u>	<u>Square Footage</u>
SEZ	0
Class 1a	0
Class 2	0
Class 4	4,893
Class 6	30,926
Class 6 (Set Back)	0
	<hr/>
	35,819

2. Declarant also hereby declares that the Declarant is restricted from transferring the coverage back to the Sending Parcel unless the transfer is consistent with TRPA regulations and is reviewed and approved by TRPA. Declarant likewise declares that the Declarant shall protect the Sending Parcel from future soil disturbance (except as



authorized by a TRPA permit), and that the Declarant shall make reasonable provisions for the future maintenance of the Sending Parcel to ensure that no future unauthorized soil disturbance shall occur.

- 3. This Deed Restriction shall be deemed a covenant running with the land, or an equitable servitude, as the case may be, and shall constitute benefits and burdens to the Sending parcel and the Receiving Parcel and shall be binding on the Declarant and Declarant's assigns and all persons acquiring or owning any interest in the Sending Parcel and the Receiving Parcel.
- 2. This Deed Restriction may not be modified or revoked without the prior express written and recorded consent of the TRPA or its successor agency, if any. TRPA is deemed and agreed to be a third party beneficiary of this Deed Restriction and as such can enforce the provisions of this Deed Restriction.

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

DECLARANT'S SIGNATURE:

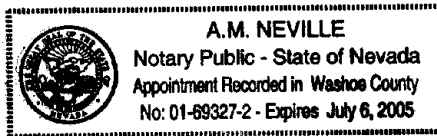
*[Signature]*  
 John C. Serpa entitled by Nick Rollins and Lisa Rollins pursuant to Agreement and Irrevocable Power-of-Attorney recorded on Document No. 0644795, Book 0505, at Page 8749

Dated: 5/23/05

STATE OF Nevada )  
 ) SS.  
 COUNTY OF Douglas )

On this 23rd day of May, 2005, before me, personally appeared John C. Serpa personally known to me, or proved to me to be on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon their behalf of which the person(s) acted) executed the instrument.

*[Signature]*  
 NOTARY PUBLIC



(DOCUMENT CONTINUED ON NEXT PAGE)

APPROVED AS TO FORM:

  
Tahoe Regional Planning Agency

STATE OF NEVADA        )  
                                  ) SS.  
COUNTY OF DOUGLAS    )

On this 20<sup>th</sup> day of May, 2005, before me, personally appeared Jordan Kahn personally known to me, or proved to me to be on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon their behalf of which the person(s) acted) executed the instrument.

  
NOTARY PUBLIC



(END OF DOCUMENT)



# Exhibit "A"

## LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

All that portion of Section 26, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:

Beginning at a point which bears South  $00^{\circ}09'40''$  West 654.66 feet from the Northeast corner of said Section 26; thence South  $00^{\circ}17'25''$  West 476.89 feet; thence North  $68^{\circ}36'59''$  West 307.72 feet; thence North  $12^{\circ}43'48''$  West 611.62 feet; thence North  $76^{\circ}58'34''$  East 126.88 feet; thence along a curve to the North with a radius of 440.00 feet, a central angle of  $35^{\circ}30'00''$ , and an arc length of 272.62, the chord of said curve bears North  $59^{\circ}13'34''$  East 268.28 feet;

thence along a curve concave to the North with a radius of 390.00 feet, a central angle of  $20^{\circ}07'49''$ , and an arc length 137.02, the chord of said curve bears North  $31^{\circ}24'40''$  East 136.32 feet; thence South  $00^{\circ}09'40''$  West 514.11 feet to the POINT OF BEGINNING

Reference is made to Record of Survey for Falcon Capital recorded June 14, 2004, Book 0604, Page 6773, as Document No. 616036.

A Portion of A.P.N. 1318-26-501-002 NOW KNOWN AS A.P.N. 1318-26-501-005

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JUNE 14, 2004, BOOK 0604, PAGE 6769, AS FILE NO. 616035, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

