

OFFICIAL RECORD

Requested By:

KRIS & KATHY HUKARI

RECORDING REQUESTED BY:

Douglas County Utilities
Carl Ruschmeyer, Public Works Director
Post Office Box 218
Minden, NV 89423

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 5 Fee: 18.00
BK-0908 PG- 2948 RPTT: 0.00



WHEN RECORDED MAIL TO:

Douglas County Utilities
Carl Ruschmeyer, Public Works Director
Post Office Box 218
Minden, NV 89423

✓ Kris & Kathy Hukari
2389 Jack Valley Road
Genoa, NV. 89410

A.P.N. 1319-10-101-004

NONREVOCABLE AGREEMENT TO RESTRICT PROPERTY

Ensure this NONREVOCABLE AGREEMENT TO RESTRICT PROPERTY ("Agreement") is made and entered by and between Douglas County, a political subdivision of the State of Nevada, ("County"), and the Kris & Kathy Hukari ("Landowner"). County and Landowner are sometimes hereinafter referred to collectively as the "Parties."

Recitals

WHEREAS, Landowner owns that certain real property located at 2389 Jack Valley Road, Genoa, Nevada, A.P.N. 1319-10-101-004, in Douglas County, Nevada, described on "Exhibit A" attached hereto and incorporated herein by this reference. It is hereafter referred to as the "Property."

WHEREAS, This Agreement will accomplish a deed restriction. It will ensure Landowner does not drill or have a functioning domestic well on the Property. In exchange, County's public water system will provide water to the Property. This bargained for exchange will allow County to receive a domestic well credit from the State Engineer, pursuant to Order No. 1195 attached as "Exhibit B." This permanent nonrevocable deed restriction prohibits the placement of a domestic well on the Property.

WHEREAS County, through the Douglas County Utilities, is a public water system that provides water for municipal purposes.

WHEREAS Landowner owns the Property and has the ability to drill a domestic well on the Property.

WHEREAS Landowner is affected by Order No. 1195 attached as "Exhibit B."

WHEREAS County may receive well credits from the State Engineer in accordance with Order No. 1195 at p. 2, subsection b, attached as "Exhibit B" which provides:

[T]his order proposes that a public water system that provides water for municipal purposes within the area described above receive a credit for each customer who is added to their system provided:

- (1) That the described lot is located within the area described; and
- (2) That the lot was established as a separate lot before July 1, 1993; and
- (3) That the lot was approved by a local governing body or planning commission for service by an individual domestic well before July 1, 1993; and
- (4) A written agreement is entered between the owner of the lot and the public water system, wherein, the owner agrees not to drill a domestic well on the lot, and the public water system agrees that it will provide water service to that lot. Any such agreement must be acknowledged and recorded in the same manner as conveyances affecting real property are required to be acknowledged and recorded pursuant to Chapter 111 of NRS.

WHEREAS Landowner's Property is within the area described in Order 1195 attached as "Exhibit B;" the Property is a lot established as a separate lot before July 1, 1993; the Property lot was approved by County's planning commission and/or County's board of commissioners for service by an individual domestic well before July 1, 1993; and the Parties enter into this Agreement to ensure no domestic well is drilled on the Property, facilitate Landowner's connection to County's water system and accomplish County's domestic well credit pursuant to Order 1195, which is attached as "Exhibit B."

Declarations

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct.
2. Nonrevocable Restriction of Property. Landowner agrees not to drill a domestic well on the Property.
3. County Water Service. In exchange for the nonrevocable restriction of the Property, County agrees to provide water to the Property through its public water system and add Landowner as a new customer.
4. Unauthorized Uses. If at any time a domestic well is drilled on the Property, or any portion of it, then County shall promptly take steps to ensure it is made inoperable, in accordance with paragraph 6 below.

5. Transfer of Property. The Property may not be sold or transferred without Landowner providing the purchaser with actual notice of this deed restriction, which runs with the land.
6. Enforcement. A Party may institute a suit to enjoin the violation of this Agreement and require the restoration to the condition that existed prior to the violation whether the violation is actual or threatened. Landowner agrees and acknowledges that the remedies at law for a violation evidenced by steps taken toward drilling a well on the Property are inadequate and that County shall be entitled to injunctive relief and also damages, fees and costs incurred by County through steps taken to prevent an operable domestic well from being on the Property.
7. Recordation. This Agreement shall be recorded in the office of the Douglas County Recorder. The covenants, conditions and restrictions contained herein shall run with the land and are binding on the Parties, their successors and assigns.
8. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements.
9. Further Assurances; Additional Documents. The Parties agree to execute any and all further documents, deeds and other writings, and to undertake any further action necessary to consummate the transactions contemplated herein.
10. Authority. County and Landowner, respectively, represent and warrant that, as of the date of this Agreement, each has the full right, power and authority to enter into this Agreement and to consummate the transaction contemplated herein, and that each has duly and properly taken all action required of it, to authorize the execution, delivery and performance by it of this Agreement.
11. Binding Effect. This Agreement is binding upon the representatives, successors, and assigns of the Parties hereto.
12. Captions. The captions and headings of the sections of this Agreement are for convenience of reference only and shall not be construed in interpreting the provisions hereof.
13. Severability. If any term or provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect so long as the purpose and intent of this Agreement may be achieved.
14. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State.

15. Attorneys Fees. In the event of any controversy, claim, or dispute relating to this Agreement or to the violation or infringement thereof, the prevailing Party shall be entitled to recover from the losing Party reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date first written above.

DATED this 15 day of September, 2008.

"Landowner"

By: _____

Name: Kristofer + Katherine B. Hukari
Kris Hukari Katherine B Hukari

Its: Individual

"County" DOUGLAS COUNTY

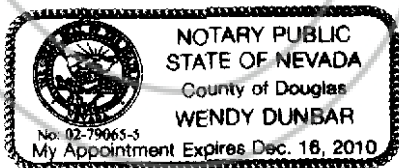
By: _____

Name: _____

Its: _____

STATE OF NEVADA)
) SS.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 15 day of September, 2008, by Kristofer + Katherine Hukari



Wendy Dunbar
NOTARY PUBLIC

Parcel # 1319-10-101-004

Prior Parc #

17-073-080 Changed 6/27/01

Last Chg 3/10/08 By ASDEB

Exhibit 'A'

Ownership (F6=All Owners, F7=Documents)

Legal Owner..... HUKARI, KRISTOFER L & KATHERINE Force Assmt Notice....

Assessed Owner..... HUKARI, KRISTOFER L & KATHERINE Force Ag Message...

Mail Address..... Force Label.....

652 LARKSPUR LN Force Card/Aff (C/A)..

City, State..... GARDNERVILLE, NV Zip... 89460

Vesting Doc #, Date. 719250 3/07/2008 Yr, Bk, Pg 08 003 01506 Corr Rq'd

Map Document #s.....

Description (F11=Additional Locations)

Dir Street or Other Description Type Unit #(s)

Property Location... 2389 JACKS VALLEY RD

Subdivision..... Block... Lot... 2

Town..... GEN CO/CWS/MOSQ Parcel Map ID.. 718464

Property Name..... Confidential..

Remarks.....

Parcel # Containing Descriptive/Document Data.. Land Use: 120

Size

Total Acres... 2.120 Square Feet... 0

Ag Acres..... .000 W/R Acres..... .000

F9=Scan >/< > F10=Other Functions F12=Cancel F14=Imprvmnts/Appraisal Data

F15=Legal Description F16=Misc Notes F17=Factoring History F20=Tax Years

F21=Personal Property F22=Ag Land F23=Exemptions F24=Livestock Counts