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APNs:

1318-24-301-007 (original sending parcel)

1319-18-413-009 (receiving parcel)



KAREN ELLISON, RECORDER

RECORDING REQUESTED BY:

Ray and Karen Eberlin

PO Box 6795

Stateline, NV 89449

WHEN RECORDED MAIL TO:

Douglas County Community Development

Post Office Box 218

Minden, NV 89423

Attention Mimi Moss, Community Development Director

Douglas County Land Bank

Douglas County File No LBA14-001

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COVERAGE ASSIGNMENT ("DEED RESTRICTION")

This Deed Restriction is made this 27 day of June, 2018, by Ray and Karen Eberlin (hereinafter "Declarant")

RECITALS

1 WHEREAS, Declarant is the authorized Agent, pursuant to the LAND COVERAGE TRANSFER filed as Document 2015-866003, to transfer Coverage from the Sending Parcel to an appropriate Receiving Parcel and is empowered to execute declarations of covenants, conditions and restrictions pertaining to Coverage The Sending Parcel is real property located in Douglas County, State of Nevada, described as follows

Commencing at the South Quarter corner of Section 24, Township 13 North, Range 18 East, M D B & M,

Thence North 0°03'36" East a distance of 1,652.07 feet along the North-South centerline of Section 24 to a point on the Northerly right-of-way line of Kingsbury Road, Thence along the Northerly right-of-way line of said Kingsbury Road, the following courses and distances North 66°57'56" West 153.65 feet and thence on a curve to the left having a radius of 640 feet through a central angle of 35°54'06" for an arc distance of 401.02 feet, thence leaving said roadway North 0°11'04" West a distance of 152.15 feet to the true point of beginning, Thence North 0°11'04" West a distance of 108.69 feet, thence North 60°27'31" West a distance of 44.26 feet, thence on a curve to the left, the tangent of which bears South 84°37'43" West having a radius of 25 feet through a central angle of 44°24'55" for an arc distance of 19.38 feet to a point of compound curvature, thence along a curve to the right, the tangent of which bears South 66°32'49" West having a radius of 45 feet through a central angle of 103°09'58" for an arc distance of 81.03 feet to a point, thence South 0°00'19" West, a distance of 123.87 feet, thence North 89°52'39" East, a distance of 126.10 feet to the true point of the beginning

Said parcel was recorded in Document Number 826664 on July 5, 2013, in the Official Records of Douglas County, Nevada, and having Assessor's Parcel Number 1318-24-301-007, and having address 483 Laurel Lane (hereinafter "Sending Parcel")

- 2 WHEREAS, Receiving Parcel has received approval from TRPA (File Number ERSP2018-0734) and from Douglas County (hereinafter "County") to transfer 991 square feet of Class 1a land coverage to certain real property located in Douglas County, State of Nevada, described as follows and referred to as the Receiving Parcel

Lot 44, as shown on the map of KINGSBURY VILLAGE, UNIT NO 5, filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on September 7, 1966, as Document No 33786

Said parcel was recorded in Document Number 2018-911517 on March 14, 2018, in the Official Records of Douglas County, Nevada, and having Assessor's Parcel Number 1319-18-413-009, and having address 326 Barrett Drive (hereinafter "Receiving Parcel")

- 3 WHEREAS, both the Sending Parcel 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 WHEREAS, the "Douglas County Land Bank" was established per the Memorandum of Understanding (MOU) recorded as Document 0489695, Book 0400 and page 1672, between the TRPA and Douglas County, wherein MOU said allows, in part, the Douglas County Land Bank to transfer land coverage and other development rights
- 5 WHEREAS, as a condition of the above approval, Chapter 30 of the TRPA Code of Ordinances requires that the appropriate deed restriction be recorded documenting both the transfer of land 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

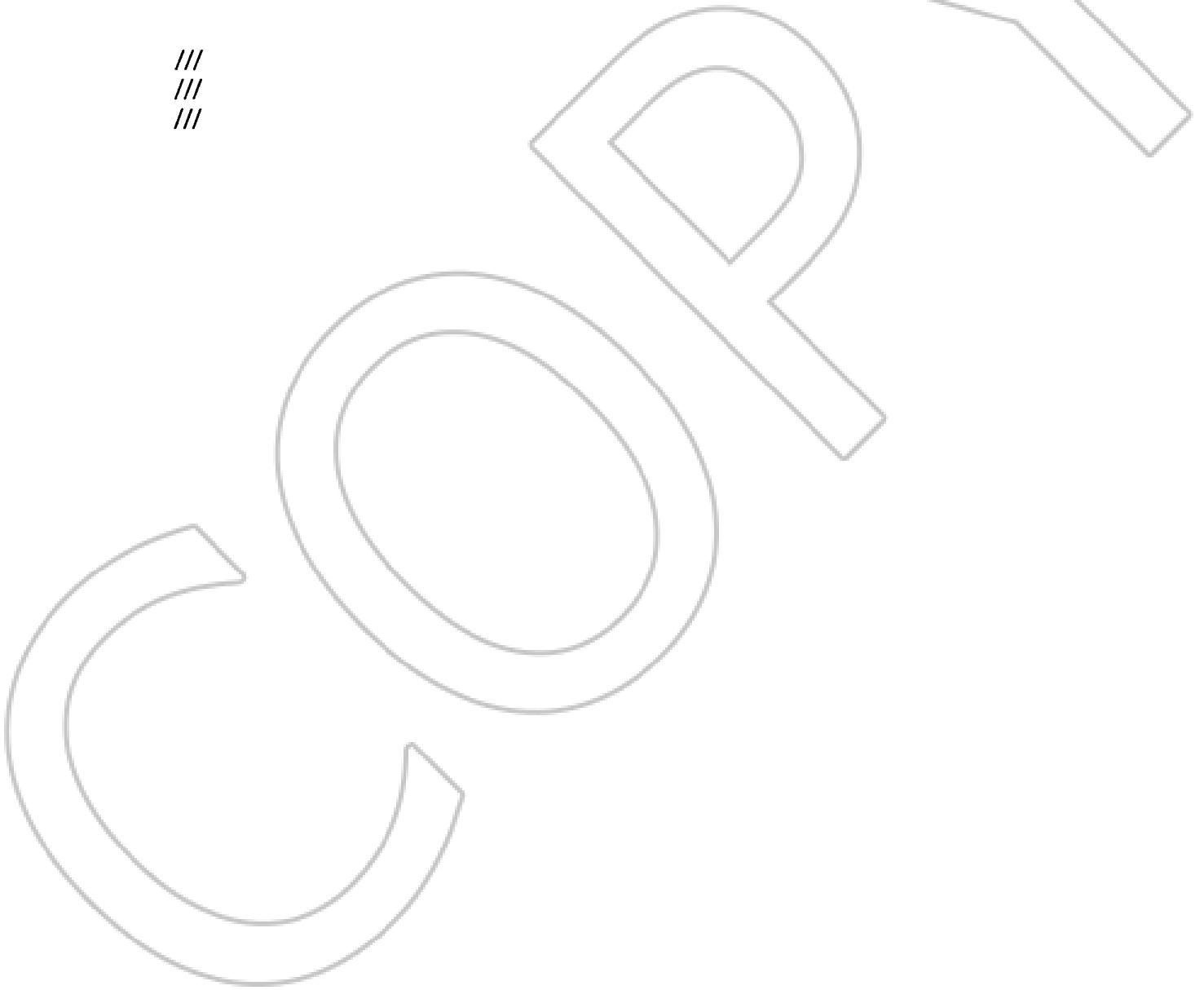
DECLARATIONS

- 1 Declarant hereby declares 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 991 square feet of Class 1a banked land coverage and to now contain 0 square feet of Class 1a land coverage banked in the Douglas County Land Bank
- 2 Declarant also hereby declares that the transferred coverage can never be transferred back to the Sending Parcel, and that such area shall be restored in a natural state or near natural state if not redeveloped pursuant to a TRPA permit. Declarant also declares that the Declarant is permanently restricted from transferring the coverage back to the Sending Parcel. Declarant

likewise declares that Declarant shall make provisions for the future maintenance of the Sending Parcel

- 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
- 4 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, Declarants have executed this Deed Restriction this the day and year written below

Declarant's Signature
[Handwritten Signature]
Ray Eberlin

Dated 6/27/2018

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

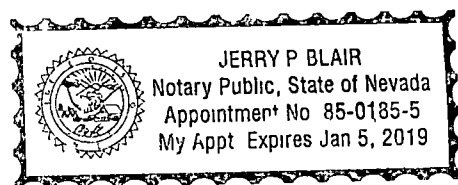
STATE OF) NEVADA
) SS
COUNTY OF) DOUGLAS

On June 27, 2018 before me, JERRY P. BLAIR a Notary Public, personally appeared RAY EBERLIN who proved to me on the basis of satisfactory evidence to be the person(s) 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 behalf of which the person(s) acted, executed the 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

Signature Jerry P. Blair (Seal)
Name JERRY P. BLAIR
(typed or printed)



IN WITNESS WHEREOF, Declarants have executed this Deed Restriction this the day and year written below

Declarant's Signature
[Handwritten Signature]
Karen Eberlin

Dated 6/27/18

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

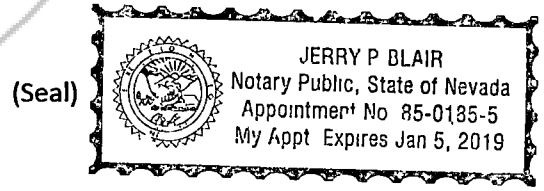
STATE OF NEVADA
) SS
COUNTY OF DOUGLAS

On June 27, 2018 before me, JERRY P. BLAIR a Notary Public, personally appeared KAREN EBERLIN who proved to me on the basis of satisfactory evidence to be the person(s) 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 behalf of which the person(s) acted, executed the 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

Signature Jerry P. Blair
Name JERRY P. BLAIR
(typed or printed)



IN WITNESS WHEREOF, owner of Receiving Parcel has executed this Deed Restriction this the day and year written below

Receiving Parcel Owner's Signature

[Signature] Dated 6/27/18

Leonard Werbin, Trustee of LNJ Inc 401K Plan Trust 2015

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) NEVADA
) SS
COUNTY OF) DOUGLAS

On 6/27/18 before me, Jacqueline Holden a Notary Public, personally appeared LEONARD WERBIN who proved to me on the basis of satisfactory evidence to be the person(s) 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 behalf of which the person(s) acted, executed the instrument

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

WITNESS my hand and official seal
Signature [Signature] (Seal)
Name Jacqueline Holden
(typed or printed)

