

Douglas County APN: 1318-24-311-016
(Original Sending Parcel)

RECORDING REQUESTED BY:

Paul Kaleta
 P.O. Box 4415
 Stateline, Nevada 89449

WHEN RECORDED MAIL TO:

Nevada Land Bank
 Nevada Division of State Lands
 901 S. Stewart Street, Suite 5003
 Carson City, Nevada 89701

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COVERAGE
 TRANSFER ("DEED RESTRICTION") HELD IN THE DOUGLAS COUNTY LAND BANK TO
 BE RECORDED AGAINST THE ORIGINAL SENDING PARCEL
 DOUGLAS COUNTY APN 1318-24-311-016**

This Deed Restriction is made this 16 day of Feb., 2022 by Paul Kaleta (hereinafter "Declarant").

RECITALS

1. Declarant is the owner of land coverage held in the Douglas County Land Bank document entitled "*Land Coverage Transfer #200.042*", recorded February 17, 2006 in Book 0206, Page 5253, as Document No. 668077, of Official Records, and document entitled "*Declaration of Covenants, Conditions and Restrictions for Land Coverage Transfer to Douglas County Land Bank ("Deed Restriction")*" recorded February 17, 2006 in Book 0206, Page 5258 as Document No. 0668078. The original sending parcel associated with that certain real property located in Douglas County, State of Nevada, described as follows:

PARCEL 1:

Lot 4, Block B, as shown on the map of KINGSBURY HIGHLANDS SUBDIVISION recorded in the office of the County Recorder of Douglas County, Nevada, on November 21, 1961, in Book 1 of Maps, as Document No. 16916.

PARCEL 2:

An easement for roadway and public utility purposes over the westerly seven and one-half (7 1/2) feet of Lot 6 in Block B, and over the easterly seven and one-half (7 1/2) feet of Lot 7 in Block B, of KINGSBURY HIGHLANDS.

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2. The original Sending Parcel is located in the Tahoe Region as described in the Tahoe Regional Planning Compact (P.L. 98-551, 94 Stat. 3233, 1980), which region is subject to the regional plan and ordinances adopted by the Tahoe Regional Planning Agency (hereinafter "TRPA") pursuant to the Tahoe Regional Planning Compact.

3. The "Nevada Land Bank" was established per the Memorandum of Understanding dated July 10, 2000, between the TRPA and the Department of Conservation and Natural Resources, Nevada Division of State Lands (hereinafter "NDSL"), for the purposes of establishing the Nevada Land Bank.
4. The "Douglas County Land Bank" was established per the Memorandum of Understanding dated April 21, 2000, between the TRPA and Douglas County.
5. Declarant acknowledges the transfer of land coverage (LBA-03-001) from the Douglas County Land Bank to the Nevada Land Bank of 1,900 square feet of Class 1a and 1,500 square feet of Class 2 Restored Land Coverage.

DECLARATIONS

1. Declarant hereby declares that for the purpose of calculating land coverage and applying TRPA ordinances relating to land coverage (Subsection 30.4, of the TRPA Code of Ordinances), the Douglas County Land Bank as described above is now deemed by the TRPA to have transferred to the Nevada Land Bank 1,900 square feet of Class 1a and 1,500 square feet of Class 2 Restored Land Coverage on behalf of Declarant.

Declarant hereby further declares that after the coverage transfer, the Douglas County Land Bank for the benefit of Paul Kaleta (LBA 03-001) shall contain 0 square feet of coverage.

The coverage is referenced in a letter signed by Lorenzo Mastino, of the Douglas County Land Bank on November 22, 2021, and is attached hereto as Exhibit "A" and incorporated by reference.

2. Upon recordation of this Deed Restriction and the close of escrow, the transfer of the Coverage shall be deemed to have occurred.
3. Upon recordation of this Deed Restriction, the transfer of the Coverage within the South Stateline Hydrologic Zone 4, purchased with TRPA Excess Coverage Mitigation Fees, held in the Douglas County Land Bank shall be deemed permanently retired.
4. 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 and shall be binding on the Declarant and Declarant's assigns.
5. This Deed Restriction may not be modified or revoked without the prior express written and recorded consent of the TRPA or NDSL, or their successor agencies, if any. TRPA and NDSL are deemed and agreed to be third party beneficiaries of this Deed Restriction and as such can enforce the provisions of this Deed Restriction.

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

PAUL KALETA:

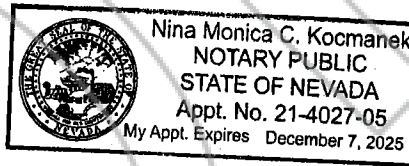
Paul Kaleta
Paul Kaleta

Feb 16, 2022
Date

STATE OF Nevada)
COUNTY OF Douglas) ss.

On this 16 day of February, 2022, before me, Nina Kocmanek, a notary public, personally appeared Paul Kaleta, 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.

[Signature]
NOTARY PUBLIC



Wendy Jepson

Dated: 3-1-2022

Tahoe Regional Planning Agency / Wendy Jepson
TRPA Executive Director/Designee

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 MARCH 1st 2022, before me, TRACY CAMPBELL, Notary Public, personally appeared WENDY JEPSON, 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: Tracy Campbell





Nevada Division of
STATE LANDS

STATE OF NEVADA
Department of Conservation & Natural Resources
Steve Sisolak, *Governor*
Bradley Crowell, *Director*
Charles Donohue, *Administrator*

October 4, 2021

Douglas County Land Bank
c/o Lorenzo Mastino
lmastino@douglasnv.us

Re: Nevada Division of State Lands/Nevada Land Bank (NDSL) purchase of Land Coverage associated with Douglas County APN 1318-24-311-016

Dear Lorenzo:

The Nevada Land Bank is pursuing the purchase of land coverage from Mr. Kaleta; however, the above referenced parcel is currently owned by Stephen and Lisa Warkentin. Per the attached Douglas County banking letters this Land coverage was placed into the Douglas County Land Bank for the benefit of Paul Kaleta (LBA 03-001) in 2006.

By way of this letter NDSL is requesting that the Douglas County Land Bank confirm that Mr. Kaleta has 1,900 square feet of Class 1a and 1,500 square feet of Class 2 available for immediate transfer from sending parcel APN 1318-24-311-016.

We are attempting to purchase 1,900 square feet of Class 1a and 1,500 square feet of Class 2 Land Coverage. Would you please confirm by signing below that this land coverage is available to purchase and that it is available for immediate transfer from Mr. Kaleta.

According to the records of the Douglas County Land Bank the above information is correct as of 11/22/21.

Lorenzo Mastino, Douglas County Land Bank-Signature

Thank you for your assistance. Please contact me at (775) 684-2735 or at sbarker@lands.nv.gov if you wish to discuss the above.

Sincerely,

Sherri Barker
State Land Agent III
Nevada Tahoe Resource Team