

APN Portion of, and above 11-080-05

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FIRST AMERICAN TITLE COMPANY OF NEVADA
P.O. Box 151048
Ely, Nevada 89315

First American Title
2003 SEP 15 PM 1 31

LESLIE COUGHER
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DEPT. TTS

AGREEMENT FOR CREATION OF RESTRICTIVE COVENANTS
PROHIBITING DEVELOPMENT OF REAL PROPERTY

2025936

COMES NOW, RAMON HARMON SCHMUTZ, Trustee of the RAMON HARMON SCHMUTZ 1991 NEVADA TRUST, hereinafter referred to as "SCHMUTZ", and LAMONT WADSWORTH and ANNETTE WADSWORTH, husband and wife, hereinafter referred to as "WADSWORTH" in consideration of our mutual interest as owners of real property near Hiko, Lincoln County, State of Nevada, and in consideration of that certain Agreement entered into by and between SCHMUTZ and WADSWORTH, dated January 13, 2003, hereby covenant and agree with one another, that neither WADSWORTH, their heirs, executors, administrators, assigns, or subsequent grantees will ever re-zone, develop (other than agricultural), place or construct, any commercial building, residential building, mobile home, manufactured home, trailer, modular home, or motorhome, on the real property conveyed by SCHMUTZ to WADSWORTH as more particularly described on Exhibit "A" attached hereto and made a part hereof.

Any deed, lease, conveyance, or contract made in violation of this agreement shall be void and may be set aside on

petition of one or more of the parties to this agreement, and all successors in interest, heirs, executors, administrators, or assigns, shall be deemed parties to this agreement to the same effect as the original signers; and when any such conveyance or other instrument is set aside by decree of a court of competent jurisdiction, all costs and all expenses of such proceedings shall be taxed against the offending party or parties, and shall be declared by the court to constitute a lien against the real property so wrongfully deeded, sold, leased, or conveyed, until paid, and such lien may be enforced in such manner as the court may order.

This agreement constitutes a mutual covenant running with the land, and all successive future owners shall have the same right to invoke and enforce its provisions as the original signers of this agreement.

This covenant is applicable to the following described real property located in the County of Lincoln, State of Nevada, and more particularly described as follows, to-wit:

(See Exhibit "A" attached hereto and made a part hereof)

These covenants shall be recorded and also be incorporated into the Deed from Schmutz to Wadsworth.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

DATED this 4 day of Aug, 2003.

Lamont Wadsworth
LAMONT WADSWORTH

Annette Wadsworth
ANNETTE WADSWORTH

DATED this _____ day of June 2003.

RAMON HARMON SCHMUTZ
Trustee of the RAMON HARMON SCHMUTZ
1991 NEVADA TRUST

STATE OF NEVADA)
COUNTY OF Lincoln) SS.

On August 4th, 2003, personally appeared before me, a Notary Public, LAMONT WADSWORTH, who acknowledged that he executed the above instrument.

Betty Jo Jarvis
NOTARY PUBLIC



STATE OF NEVADA)
COUNTY OF Lincoln) SS.

On August 4th, 2003, personally appeared before me, a Notary Public, ANNETTE WADSWORTH, who acknowledged that she executed the above instrument.

Betty Jo Jarvis
NOTARY PUBLIC



STATE OF NEVADA)
COUNTY OF _____) SS.

On _____, 2003, personally appeared before me, a Notary Public, RAMON HARMON SCHMUTZ, Trustee of the RAMON HARMON SCHMUTZ 1991 NEVADA TRUST, who acknowledged that he executed the above instrument.

NOTARY PUBLIC

Property within the W1/2E1/2N1/2 Section 23, T. 4 S. R. 60 E. M.D.M. shown in the Record of Survey Boundary Line Adjustment filed Plat Book B, Page 362, and a portion of Patent No. 27-2000-0086 filed Book 150, Page 282, both of Lincoln County, Nevada Records, and more particularly described as follows:

Beginning in the Northeast corner of said property to be included *from which the northwest corner of said Section 23 bears N 73°05' 19" W 3461.69';
Thence S 00°12'49" E 335.23'*;
Thence N 87°50'56" W 359.09'* to an existing fence corner;
Thence N 89°57'12" W 303.20' to the sixteenth line;
Thence N 00°11'54" W 325.09';
Thence S 89°41'20" W 661.93' to the point of beginning.

*="to (or at) a #5 rebar with cap stamped L SMITH PLS 12751"

NOTE: the above metes and bounds description was prepared by Lenard Smith, P.L.S. 12751, 509 Main Street, Caliente, NV 89008

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EXHIBIT "A"

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FIRST AMERICAN TITLE COMPANY OF NEVADA
P.O. Box 151048
Ely, Nevada 89315

AGREEMENT FOR CREATION OF RESTRICTIVE COVENANTS
PROHIBITING DEVELOPMENT OF REAL PROPERTY

COMES NOW, RAMON HARMON SCHMUTZ, Trustee of the RAMON HARMON SCHMUTZ 1991 NEVADA TRUST, hereinafter referred to as "SCHMUTZ", and LAMONT WADSWORTH and ANNETTE WADSWORTH, husband and wife, hereinafter referred to as "WADSWORTH" in consideration of our mutual interest as owners of real property near Hiko, Lincoln County, State of Nevada, and in consideration of that certain Agreement entered into by and between SCHMUTZ and WADSWORTH, dated January 13, 2003, hereby covenant and agree with one another, that neither WADSWORTH, their heirs, executors, administrators, assigns, or subsequent grantees will ever re-zone, develop (other than agricultural), place or construct, any commercial building, residential building, mobile home, manufactured home, trailer, modular home, or motorhome, on the real property conveyed by SCHMUTZ to WADSWORTH as more particularly described on Exhibit "A" attached hereto and made a part hereof.

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These covenants shall be recorded and also be incorporated into the Deed from Schmutz to Wadsworth.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

DATED this _____ day of June, 2003.

LAMONT WADSWORTH

ANNETTE WADSWORTH

DATED this _____ day of June 2003.

Ramon Harmon Schmutz Sr.
RAMON HARMON SCHMUTZ
Trustee of the RAMON HARMON SCHMUTZ
1991 NEVADA TRUST

STATE OF NEVADA)
)
COUNTY OF _____) SS.

On _____, 2003, personally appeared before me, a Notary Public, LAMONT WADSWORTH, who acknowledged that he executed the above instrument.

NOTARY PUBLIC

STATE OF NEVADA)
)
COUNTY OF _____) SS.

On _____, 2003, personally appeared before me, a Notary Public, ANNETTE WADSWORTH, who acknowledged that she executed the above instrument.

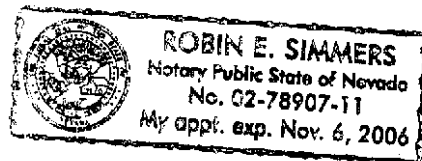
NOTARY PUBLIC

STATE OF NEVADA)
)
COUNTY OF Lincoln) SS.

On July 9, 2003, personally appeared before me, a Notary Public, RAMON HARMON SCHMUTZ, Trustee of the RAMON HARMON SCHMUTZ 1991 NEVADA TRUST, who acknowledged that he executed the above instrument.

Robin E. Simmers

NOTARY PUBLIC



Property within the W1/2E1/2N1/2 Section 23, T. 4 S. R. 60 E. M.D.M. shown in the Record of Survey Boundary Line Adjustment filed Plat Book B, Page 362, and a portion of Patent No. 27-2000-0086 filed Book 150, Page 282, both of Lincoln County, Nevada Records, and more particularly described as follows:

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