

120917

APN Portion APN 011-080-06

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LINCOLN COUNTY REGISTERED  
FEE \$1.00  
LESLIE BOUCHER DEP. *TDS*

AGREEMENT FOR CREATION OF RESTRICTIVE COVENANTS  
PROHIBITING DEVELOPMENT OF REAL PROPERTY

2070728  
COMES NOW, RAMON HARMON SCHMUTZ, Trustee of the RAMON HARMON SCHMUTZ 1991 NEVADA TRUST, hereinafter referred to as "SCHMUTZ", and CHARLES WADSWORTH, JR., and VERLA 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.

Charles Wadsworth Jr.  
CHARLES WADSWORTH, JR.

Verla Wadsworth  
VERLA WADSWORTH

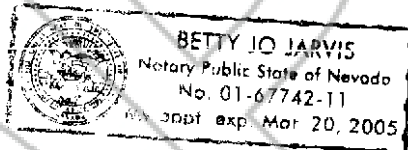
DATED this \_\_\_\_\_ day of June 2003.

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

STATE OF NEVADA )  
COUNTY OF Lincoln ) SS.

On August 7<sup>th</sup>, 2003, personally appeared before me, a Notary Public, CHARLES WADSWORTH, JR., who acknowledged that he executed the above instrument.

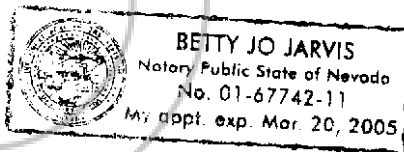
Betty Jo Jarvis  
NOTARY PUBLIC



STATE OF NEVADA )  
COUNTY OF Lincoln ) SS.

On August 7<sup>th</sup>, 2003, personally appeared before me, a Notary Public, VERLA 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

EXHIBIT "A"

LEGAL DESCRIPTION

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 on the Northeast corner, \* from which the northwest corner of said Section 23 bears N 78°41'39" W 3378.21';  
Thence S 00°12'49" E 335.22\*';  
Thence N 89°41'20" W 661.93';  
Thence N 00°11'54" W 335.04' to the existing fence line\*;  
Thence S 89°42'22" E 661.84' 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

*Map Book C, PAGE 7*

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AGREEMENT FOR CREATION OF RESTRICTIVE COVENANTS  
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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.

\_\_\_\_\_  
CHARLES WADSWORTH, JR.

VERLA WADSWORTH

DATED this 9 day of ~~June~~ <sup>July</sup> 2003.

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

STATE OF NEVADA )  
COUNTY OF Lincoln ) SS.

On July 9, 2003, personally appeared before me, a Notary Public, CHARLES WADSWORTH, JR., 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, VERLA 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

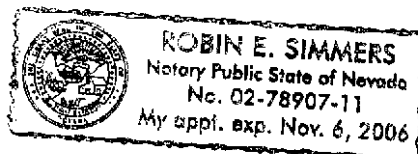


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*MAP BOOK C, PAGE 7*