

RECORDING REQUESTED BY:

First Nevada Title Co.

AND WHEN RECORDED MAIL TO:

Lake Tahoe Basin Management Unit
P. O. Box 731002
South Lake Tahoe, CA 95731

REAL PROPERTY TRANSFER TAX \$ EXEMPT #2

D. WAYNE SHEPHERD
DECLARED Lands Officer
BY AND FOR U. S. Forest Service

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 11-340-25

OPEN SPACE EASEMENT
GRANT DEED

KNOW ALL MEN BY THESE PRESENTS, that RICHARD D. DYRLAND, an unmarried man,

for and in consideration of TEN THOUSAND AND 00/00

dollars (\$ 10,000.00),

and other good and valuable considerations, the receipt of which is hereby acknowledged, pursuant to the Act of

December 23, 1980 (94 Stat. 3381)

herein called Grantee, an open space easement in
hereby grant, bargain, sell and convey unto the UNITED STATES OF AMERICA and its assigns/ all those certain lots,
pieces or parcels of land situate, lying and being in the County of Douglas

Nevada

, State of ~~California~~, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This deed is correct as to description, consideration and condition

Signed for for Lands Officer

Title

Date

4/7/88

Lot 478, as shown on the Second Amended Subdivision Map of Summit Village, recorded in the office of the County Recorder of Douglas County, State of Nevada, on January 13, 1969 as Document No. 43419 of Official Records.

GRANTOR and GRANTEE do hereby covenant and agree for themselves, their heirs, successors, or assigns, that they shall use and restrict the use of the open space easement area as set forth hereinafter, it being mutually agreed that such use, or restriction thereof, shall run with the land, and be to the benefit of the area and such other lands of the GRANTEE which are situated within said area by fostering and enhancing the GRANTEE'S goal of preserving the open space qualities of the area.

The only use(s) of the above described land exercised prior to the acquisition of this open space easement and not relinquished is: NONE

The Grantor consents to and voluntarily relinquishes and assigns all control and administration over any other prior and present uses not listed above.

The Grantee, its authorized representative and/or assigns, is hereby granted the right to go upon the land described above in this open space easement for any purposes connected with preserving the open space qualities of the easement area. Nothing herein shall be construed as creating any duty on the part of the Grantee to undertake any activity concerning this open space easement.

The following restrictions are imposed upon the use of the open space easement area by the Grantor, his successors or assigns:

1. No buildings or any structure may be constructed, erected, or moved onto said lands. There is specifically retained by the Grantor(s), his (their) heirs, successors and assigns, the right to perform ordinary maintenance on all existing roads, structures and buildings, together with the right to replace, rebuild, or substitute any road, building, or structure now existing with similar roads, buildings or structures in the same location, provided such uses are enumerated above as existing uses.
2. No commercial use shall be made of the area.
3. No trash, junk, garbage, sewage, or any unsightly or offensive material shall be placed on the area.
4. No change in the topography of the landscape or land surface will be permitted.
5. With the exception of regulatory notice postings, no signs, billboards, outdoor advertising structures or advertisements of any kind or nature shall hereafter be erected, displayed, placed or maintained upon or within the area.
6. No fence shall be erected within the open space easement area.
7. No utility rights-of-way shall be located within the open space easement.

The above list of restrictions is illustrative only and is not meant to include all activities which could interfere with this open space easement.

If Summit Village Owner's Association accepts fee title to the subject land, subject to this Open Space Easement, they agree not to do any act upon said land which would be inconsistent with this Open Space Easement.

STATEMENT APN 11-340-25

This statement is attached to the Grant Deed from Mr. Richard Dyrland to the United States of America.

The United States of America does not seek exclusive jurisdiction over the property described in this Grant Deed.

for *Maree B Corbett*
RALPH C. CISCO
Forest Supervisor
Lake Tahoe Basin
Management Unit

REQUESTED BY
FIRST NEVADA TITLE COMPANY
OFFICIAL RECORDS OF
CLATSOP CO., NEVADA

U.S. Forest Service
88 AUG 16 AM 11:42

SUZANNE BEAUDREAU
RECORDER

184372

PAID *Sh* DEPUTY BOOK **888 PAGE 2418**