

NF  
Senior Planner  
Kathy Canfield

FILED

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**RECORDING REQUESTED BY:**

Tahoe Regional Planning Agency  
Post Office Box 1038  
Zephyr Cove, Nevada 89448

CLERK  
DEPUTY  
*[Signature]*

**WHEN RECORDED MAIL TO:**

Tahoe Regional Planning Agency  
Post Office Box 1038  
Zephyr Cove, Nevada 89448  
Attn: Kathy Canfield, Senior Planner

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

This Deed Restriction is made this 5<sup>TH</sup> day of AUGUST, 2002, by Douglas County, a political subdivision of the State of Nevada (hereinafter "Declarant").

**RECITALS**

1. Declarant is the owner of certain real property located in Douglas County, State of Nevada, described as follows:

See Exhibit A, and as recorded on October 18, 1951 in Book Z Deeds, Page 581, Douglas County, Nevada Records and having Assessor's Parcel Number 07-380-08, hereinafter "Sending Parcel."

2. The Declarant has received approval from the Tahoe Regional Planning Agency (TRPA) on July 31, 2002, to transfer 25,960 square feet of banked land coverage from the Sending Parcel the receiving parcels, described as follows:

Parcel 1:

See Exhibit B, and as recorded on December 9, 1997 in Book 1297, Page 1782 as Document Number 0428031 in the Official Records of Douglas County, Nevada and having Assessor's Parcel Number 07-120-08.

Parcel 2:

See Exhibit C, and as recorded on September 3, 1982 in Book 982, Page 105 as Document Number 70692 and in Book 982, Page 108 as Document Number 70693 in the Official Records of Douglas County, Nevada, and having Assessor's Parcel Number 07-130-03.

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Parcel 3:

See Exhibit D, and as recorded on September 28, 1998 in Book 0998, Page 5765 as Document Number 0450469 in the Official Records of Douglas County, Nevada, and having Assessor's Parcel Number 07-130-05.

Parcels 1, 2 and 3 are hereafter collectively referred to as "Receiving Parcel."

3. Both the Sending Parcel and the Receiving Parcels 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. As a condition of the above approval, Chapter 20 of the TRPA Code of Ordinances requires that the appropriate deed restriction be recorded documenting both the transfer of 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 and retired 25,960 square feet of banked land coverage and to now contain 27,873 square of remaining banked land coverage.
2. Declarant also hereby declares that Declarant is permanently restricted from transferring the coverage back to the Sending Parcel. Declarant likewise declares that Declarant shall protect the Sending Parcel from future soil disturbance (except as authorized by a TRPA permit), and that Declarant shall make reasonable provisions for the future maintenance of the Sending Parcel to ensure that no future unauthorized soil disturbance shall occur.
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 Parcels.
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, Declarant has executed this Deed Restriction this the day and year written above.

Declarant's Signature:

*[Handwritten Signature]*

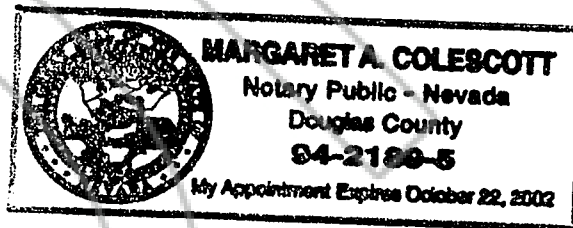
Dated: Aug 05, '02

Don Miner, Chairman  
Douglas County Board of Commissioners

STATE OF )  
                  ) SS.  
COUNTY OF )

On this 5<sup>th</sup> day of August, 2002, before me, personally appeared Donald H. Miner personally known to me, or proved to me to be on the basis of satisfactory evidence to be the person 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 their behalf of which the person(s) acted) executed the instrument.

*[Handwritten Signature]*  
NOTARY PUBLIC



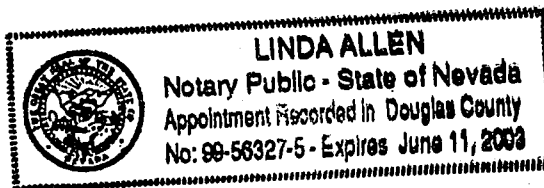
APPROVED AS TO FORM:

*[Handwritten Signature]*  
Tahoe Regional Planning Agency

STATE OF NEVADA )  
                  ) SS.  
COUNTY OF DOUGLAS )

On this 31<sup>st</sup> day of July, 2002, before me, personally appeared Jordan Kahn personally known to me 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 executed the instrument.

*[Handwritten Signature]*  
NOTARY PUBLIC



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EXHIBIT A

A piece or parcel of land situate, lying and being in the S ½ NE ¼  
Section 24, T. 13 N., R. 18 E., M.D.B. & M., in Douglas County,  
Nevada, and more particularly described by metes and bounds as follows, to wit:

Beginning at a point, the southeast corner of the parcel, which point bears N.83° 07'W., a distance of 961.5 feet, more or less, from the East quarter-section corner of the above described Section 24; thence West, a distance of 750.0 feet, more or less, to a point; thence North a distance of 1161.6 feet, more or less, to a point; thence East, a distance of 750.0 feet, more or less to a point; thence South, a distance of 1161.6 feet, more or less, to the point of beginning; said parcel of land containing an area of 20.0 acres, more or less; together with an easement and right of way thirty (30) feet in width, being fifteen (15) feet wide on each side of the centerline of the existing roadway, extending southerly over and across the S ½ NE ¼ and N ½ SE ¼ of said Section 24 to an intersection with the County Road (Kingsbury Grade); said existing roadway centerline being described by metes and bounds as follows, to wit:

Beginning at the point of intersection of the southerly boundary of the above described parcel of land and the centerline of said existing roadway; which point is further described as bearing N.85°28'W., a distance of 1459.0 feet, more or less, from the above described East quarter-section corner of said Section 24; thence S.5°15'E., along said centerline a distance of 238.5 feet to a point; thence S.22°28'E., continuing along said centerline a distance of 209.0 feet to a point; thence S.16°35'E., continuing along said centerline a distance of 341.0 feet to a point; thence S.14°57'W., continuing along said centerline a distance of 276.5 feet to a point; thence S.3°20'W., continuing along said centerline a distance of 151.5 feet to the point of intersection with the Centerline of said County Road (Kingsbury Grade); which point of intersection is further described as bearing S.51°33'W., a distance of 1705.5 feet, more or less, from the above described East quarter-section corner of said Section 24."

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EXHIBIT B

DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Beginning at the Southwesterly corner of the parcel herein described, from which corner the section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M., bears North  $22^{\circ}06'32''$  East 109.70 feet (Deed of Record shows North  $21^{\circ}35'$  East 109.70 feet); thence from said point of beginning North  $28^{\circ}49'04''$  East (Deed of Record shows North  $28^{\circ}02'$  East); along the Easterly right-of-way line of Highway 50, a distance of 4.20 feet. (Deed of Record shows 4.40 feet); thence on a curve to the left, having a chord which bears North  $25^{\circ}07'47''$  East (Deed of Record shows North  $24^{\circ}20'54''$  East); and having a radius of 2540.0 feet, through a central angle of  $07^{\circ}22'34''$  (Deed of Record shows a central angle of  $07^{\circ}22'12''$ ) for an arc distance of 326.77 feet (Deed of Record shows 326.72 feet); thence leaving said curve South  $88^{\circ}53'34''$  East 372.64 feet (Deed of Record shows South  $89^{\circ}42'$  East 373.26 feet); thence South  $00^{\circ}48'26''$  West 180.07 feet to a point on the Northerly right-of-way line of Kingsbury Grade, from which point the center of a curve bears South  $10^{\circ}13'52''$  East (Deed of Record shows South  $11^{\circ}02'18''$  East) 1040.00 feet; thence along a curve to the left having a chord which bears South  $77^{\circ}28'01''$  West (Deed of Record shows South  $76^{\circ}39'35''$  West) and having a radius of 1040 feet, through a central angle of  $04^{\circ}36'14''$  for an arc distance of 83.57 feet; thence leaving said curve North  $88^{\circ}53'34''$  West (Deed of Record shows North  $89^{\circ}42'$  West) and continuing along said right-of-way line 61.00 feet; thence South  $18^{\circ}20'26''$  West (Deed of Record shows South  $17^{\circ}32'$  West) 23.48 feet along said line; thence South  $63^{\circ}57'26''$  West 300.66 feet (Deed of Record shows South  $65^{\circ}09'$  West 301.00 feet) along said line; thence leaving said right-of-way line North  $60^{\circ}10'56''$  West 99.49 feet (Deed of Record shows North  $60^{\circ}58'$  West 100.00 feet) to the point of beginning.

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EXHIBIT C

An undivided one-third (1/3) interest in that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

That certain parcel of real property situate in the County of Douglas, State of Nevada, being a portion of the Southwest 1/4 of Section 23, Township 13 North, Range 18 East, M.D.B.&M., more particularly described as follows:

COMMENCING at the section corner common to Sections 22, 23, 26 and 27 of said Township and Range; thence North  $25^{\circ}47'28''$  East 221.39 feet to the True Point of Beginning; thence curving to the left along the Easterly Right-of-Way of U. S. Highway 50 with a radius of 2,540.00 feet, having a chord which bears North  $11^{\circ}46'01''$  East and a chord distance of 785.60 feet; thence East 313.22 feet; thence North 250.00 feet (249.94 feet); thence East 650.00 feet; thence South 1,226 feet (1,224.75 feet) to a point on the centerline of Kingsbury Grade, State Route 19; thence North  $89^{\circ}42'$  West along said centerline 831.50 feet; thence curving to the right, said curve having a chord which bears North  $76^{\circ}39'35''$  East (North  $76^{\circ}34'47''$  East) and a chord distance of 83.55 feet (83.34 feet) with a radius 1,040.00 feet; thence North 180.07 feet; thence North  $89^{\circ}42'$  West 373.26 feet to the Point of Beginning.

EXCEPTING THEREFROM the following two parcels:

EXCEPTION NO. 1

BEGINNING at the most Southwesterly corner of the parcel herein described, from which corner the section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B.&M. bears South  $75^{\circ}22'51''$  West 576.63 feet; thence from said Point of Beginning North 60.00 feet (North  $0^{\circ}00'42''$  West); thence South  $89^{\circ}42'$  East 100.00 feet; thence South 60.00 feet (South  $0^{\circ}00'42''$  East); thence North  $89^{\circ}42'$  West 100.00 feet to the Point of Beginning.

EXCEPTION NO. 2

BEGINNING at the most Southwesterly corner of the parcel herein described, from which corner of section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B.&M. bears South  $64^{\circ}09'53''$  West 522.13 feet; thence from said Point of Beginning North 210.00 feet (North  $0^{\circ}00'42''$  West); thence South  $89^{\circ}42'$  East 100.00 feet; thence South 210.00 feet (South  $0^{\circ}00'42''$  East); thence North  $89^{\circ}42'$  West 100.00 feet to the Point of Beginning.

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EXHIBIT D

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, in the Southwest 1/4 of Section 23, Township 13 North, Range 18 East, M.D.B.&M., that is described as follows:

Commencing 40 feet North of the Southeast corner of that certain Parcel No. 1, described in the Deed from Glen E. Myers to Tahoe Village Properties, Inc., dated April 19, 1955, recorded July 30, 1959, in Book E-1 of Deeds, Page 360, under File No. 14708, Records of Douglas County;

thence North  $89^{\circ}42'$  West 512.02 feet;

thence North a distance of 190.00 feet;

thence North  $89^{\circ}42'$  West a distance of 138.00 feet to the point of beginning;  
thence continuing North  $89^{\circ}42'$  West a distance of 100.00 feet;

thence North a distance of 210.00 feet;

thence South  $89^{\circ}42'$  East a distance of 100.00 feet;

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thence South a distance of 210.00 feet to the point of beginning.

TOGETHER WITH a non-exclusive right of way for ingress to the parcel hereby conveyed from the Kingsbury Road and for egress from the parcel hereby conveyed to said road over a parcel of land that is described as follows:

Commencing 40 feet North of the Southeast corner of that certain Parcel No. 1, described in the Deed from Glen E. Myers to Tahoe Village Properties, Inc., dated April 19, 1955, recorded July 30, 1959, in Book E-1 of Deeds, Page 360, under File No. 14708, Records of Douglas County; being a point on the Northerly right of way line of Kingsbury Road;

thence along the Northerly line of said Kingsbury Road North  $89^{\circ}42'$  West 545.64 feet;

thence along the Northerly right of way line of Kingsbury Road on a curve to the left having a radius of 1040 feet for an arc distance of 16.38 feet to the point of beginning;

thence from said point of beginning North 168.59 feet;

thence North  $89^{\circ}42'$  West 100.00 feet;

thence North 21.54 feet;

thence South  $89^{\circ}42'$  East 150.00 feet;

thence South 190.00 feet to a point on the Kingsbury Road;

thence North  $89^{\circ}42'$  West along said Road a distance of 33.62 feet;

thence along said Road on a curve to the left having a radius of 1040 feet for an arc distance of 16.33 feet to the point of beginning.

EXCEPTING AND RESERVING to the United States of America from the above described property all development rights and coverage rights associated with the above described property.

The Conveyance of the above described parcel is subject to all rights, easement, covenants, conditions and restrictions, and all other matters of record.

**RESTRICTIONS:**

The property hereby conveyed, or any portion thereof, shall be used in a manner that protects the environmental quality and public recreational use of the property. As used herein, the term "environmental quality" shall mean and include, without limitation, the maintenance and use of the land in a manner which does not contribute to the degradation of the waters of Lake Tahoe and its tributaries. The term "public recreational use" shall mean and include,

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without limitation, any number of uses that provide or allow public recreational opportunities, including those requiring undeveloped open spaces.

The foregoing restrictions are acknowledged by both parties to the conveyance as benefiting National Forest System lands neighboring the property being transferred in this deed, as of the date of recordation.

The United States of America hereby retains and the County of Douglas, a political subdivision of the State of Nevada, conveys to the United States of America power to terminate this fee simple grant if any of the above conveyed lands should, at any time henceforth, be used in a manner which degrades the environmental quality or does not allow or provide public recreational use. Examples of uses which would be considered inconsistent with providing public recreational use include, but are not limited to the following:

1. Commercial or private development of any kind
2. Private use of the property

Notice of Breach of the above restriction shall be given and a Civil Action shall be commenced within five (5) years after breach, or such longer period as may be agreed to by the parties.

Construction and maintenance of erosion control facilities and paved bicycle path on the property shall be consistent with the above stated restrictions.

NOTICE OF INTENT TO PRESERVE THE POWER OF TERMINATION WILL BE FILED WITHIN THIRTY (30) YEARS AFTER RECORDATION OF THIS DEED.

APN 007-130-05

REQUESTED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2002 AUG -5 PM 1:07

LINDA SLATER  
RECORDER

\$ 0 PAID KJ DEPUTY

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: August 5, 2002  
B. REED, Clerk of the FD Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

**SEAL**

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