

**Conditions of
Rights of Use and Occupancy of
Single Family Noncommercial Property**

1. **Definitions.** Within the meaning of this instrument, "single family noncommercial residential purposes" is occupancy of the reserved premises solely as a residence by an individual or by a family unit united by blood or marriage. "The Reservoir" is the person or persons conveying the land covered by this instrument to the United States and reserving a right of use and occupancy for noncommercial residential purposes over all or part of it. The reserved premises is the area covered by the right of use and occupancy for noncommercial residential purposes.
2. **Use.** The reserved premises shall be used only for noncommercial residential purposes. The reserved premises shall not be used for any commercial, industrial, mining or similar use or for the accommodation of any paying guests for a period of less than 90 days. The Reservoir, in the use of the premises, shall conform to all applicable laws, ordinances, and regulations in effect in the area, including but not limited to all applicable general National Park Service regulations and general and special regulations for the area in particular.
3. **Preservation.** The Reservoir shall not add to or materially alter the character of existing improvements or structures or perform any new construction or change the topography of the land without first having obtained the permission in writing of the National Park Service. Any building or structure damaged or destroyed by fire or other casualty or deteriorated by the elements or wear and tear may be maintained, repaired, renovated, remodeled or reconstructed so long as the basic character of the building or structure is not materially altered.
4. **Maintenance of reserved premises.** The Reservoir shall keep the grounds of the reserved premises in a clean and neat condition and shall maintain all structures and improvements in good repair. The Reservoir shall not commit waste on the reserved premises. The Reservoir is responsible for all costs arising out of the reserved premises, including all costs of maintenance and repair and all utility charges. The United States has no responsibility for any charges or expenses in connection with the reserved premises.
5. **Precautions.** The Reservoir shall take reasonable care to avoid damage to adjacent or nearby Federal lands or property through the spread of fire originating on the reserved premises, through the spread of sewage or other polluting substances originating on the reserved premises, or by any other activities representing a nuisance or hazard to adjacent or nearby Federal lands or property.

6. **Taxes.** The Reservor is responsible for the payment of any taxes or assessments that may be levied against his interest in the reserved premises. The Reservor should check with their Local or State Officials concerning taxes or assessments.
7. **Liability.** The Reservor shall hold the United States harmless for any liability arising out of the use of the reserved premises by the Reservor. The Reservor shall at his expense carry such public liability insurance as is customary by homeowners in the vicinity, providing such insurance is available.
8. **Insurance.** The Reservor is responsible for insuring his interest in the reserved premises.
9. **Transfer.** The reserved premises may be conveyed or subleased for not less than 90 days by the Reservor or his successors or assigns provided the instrument of conveyance or sublease imposes on the new Reservor all of the restrictions and requirements of these provisions. A copy of any such conveyance or sublease shall be furnished to the National Park Service prior to the effective date of such conveyance.
10. **Expiration of term.** The Reservor shall peacefully relinquish possession and control of the reserved premises upon the expiration of the term of the right of use and occupancy. He shall leave the reserved premises in a neat and clean condition. He shall not remove any structures or other improvements which are permanently affixed to the realty unless proper arrangements, with adequate consideration for such removal, have been made with the National Park Service. Any personal property left on the reserved premises upon the expiration of the term may be disposed of by the National Park Service.
11. **Waiver of replacement housing benefits.** The Reservor fully understands that by reserving the right of use and occupancy reserved herein he waives replacement housing benefits under Sections 203, 204, 205, and 206 of Public Law 91-646.
12. **Description of reserved premises.** The area reserved by the Reservor as the reserved premises, if less than the area described in this instrument, is as follows: **See Exhibit "A"**

13. **Reservor (s) agrees** that access to said premises will be as presently existing. All roads, driveways, and access ways may be changed with written approval of the Secretary of the Interior or his designated agent. All means of access, other than those designated as public, shall be constructed, reconstructed, and maintained at the expense of the Reservor (s).

The consideration hereinbefore stated reflects a deduction in the amount (\$5,600.00) for said right of retention of 5-year use and occupancy.

