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EASEMENT FOR CONSERVATION

DOUGLAS COUNTY PUBLIC WORKS

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COMES NOW, DANIEL R. and LAUREL C. HICKEY (hereinafter "Grantor") and the STATE OF NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, DIVISION OF WATER RESOURCES (hereinafter "State" or "Grantee"), and DOUGLAS COUNTY, NEVADA (hereinafter "County" or "Grantee") and hereby agree to an Easement for Conservation across Grantor's property upon the recitals, terms and conditions contained hereinbelow.

W I T N E S S E T H:

1. Grantor applied for a special use permit and tentative map on Grantor's property to the County which approved of the application for special use permit and tentative map at the regularly scheduled meeting of the County Commissioners on July 18, 1991. The Douglas County Board of Commissioners approved Grantor's request to allow cluster housing with eight (8) residential one (1) acre plus lots with the remaining 141.56 acres to be used for agricultural purposes. The approval of the County was subject to 13 conditions.

2. Condition 11 of the conditions of approval of Grantor's special use permit required Grantor to address open space preservation (conservation/open space easement) within one (1) year of approval. The purpose of this Easement for Conservation is to comply with condition 11 of the County's conditions of approval.

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1           3. Grantor's property is generally described as  
2 the east side of Foothill Road, north of Mottsville Lane,  
3 Assessor's Parcel Number 17-200-16, T13N, R19E, Section 34.

4           4. Grantor and Grantees agree that the purpose of  
5 this conservation Easement is to provide assurances of record  
6 that the agricultural open space as shown on the tentative and  
7 final plat maps of the Grantor may not be subdivided, par-  
8 celed, or partitioned to any smaller lots or parcels.

9           5. Grantor and Grantees agree that nothing  
10 contained herein shall prohibit or preclude Grantor from  
11 subdividing, parcelling or partitioning any of the agricultur-  
12 al property so long as the statutes, ordinances and regula-  
13 tions of the Grantees are first complied with by Grantor.  
14 Grantor and Grantees further agree that nothing contained  
15 herein shall vest or bestow in any third person, other than  
16 Grantee or assigns, including an owner of a lot within Gran-  
17 tor's project, any right to occupy, use, or maintain any of  
18 the agricultural property which is burdened by this conserva-  
19 tion Easement, nor does this agreement vest in any one other  
20 than the Grantees or assigns the right to enforce the provi-  
21 sions of this conservation Easement.

22           NOW, THEREFORE, FOR AND IN CONSIDERATION of the  
23 recitals herein, the Grantor and Grantees agree as follows:

24           1. Grantor grants to Grantees an Easement for  
25 Conservation pursuant to NRS 111.390 et. seq. "Easements for  
26 Conservation" subject to the limitations as set forth herein.

27           2. Nothing contained within this Easement for  
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1 Conservation shall be deemed to bestow or vest in any third  
2 person, other than Grantee or assigns, including an owner of  
3 a lot within Grantor's project, any right to occupy, use,  
4 maintain any of the agricultural property which is burdened by  
5 this conservation Easement, or to enforce the Easement for  
6 Conservation granted herein.

7 3. The Easement for Conservation granted by  
8 Grantor to Grantees is a non-possessory interest, imposing the  
9 limitations or affirmative obligations only as is set forth  
10 within this Easement grant for the purpose of assuring the  
11 availability of Grantor's property for agricultural use and to  
12 preserve the historical aspects of Grantor's property defined  
13 herein.

14 4. The property over which this Easement for  
15 Conservation is granted is described as the east side of  
16 Foothill Road, north of Mottsville Lane, Assessor's Parcel  
17 Number 17-200-16, T13N, R19E, Section 34.

18 5. This Easement for Conservation may not be  
19 modified, nor may the tentative and final plats of Grantor be  
20 amended from those uses which were approved on July 18, 1991,  
21 by the Douglas County Board of Commissioners, which approval  
22 allowed clustered housing with eight (8) residential one (1)  
23 acre plus lots, with the remaining 141.56 acres remaining in  
24 agricultural use.

25 The Easement may be extinguished by judicial action  
26 in District Court or after public hearings by the Douglas  
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1 County Planning Commission and Board of County Commissioners,  
2 and approval by the Division of Water Resources.

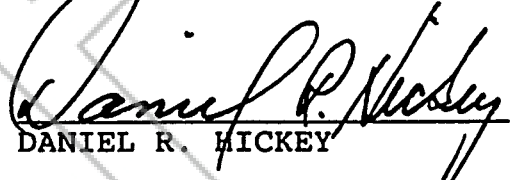
3 6. No rights bestowed on the Grantees by this  
4 Easement for Conservation are assignable including, but not  
5 limited to, the right to enforce this Easement for Conserva-  
6 tion, without the prior written approval of the Grantor.


7 7. The term of this Easement shall be unlimited in  
8 duration, unless it is modified or cancelled by Grantor with  
9 the written approval of the Grantees.

10 8. This Easement for Conservation, or a memorandum  
11 or short form thereof, may be recorded by Grantor or Grantees.

12 DATED this 4th day of May, 1992.

13 GRANTOR:

14   
15 DANIEL R. HICKEY

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17 LAUREL C. HICKEY

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DATED this \_\_\_\_\_ day of May, 1992.

GRANTEE:

STATE OF NEVADA DEPARTMENT  
OF CONSERVATION AND NATURAL  
RESOURCES, DIVISION OF  
WATER RESOURCES

By: \_\_\_\_\_

DOUGLAS COUNTY, NEVADA

By: *[Signature]*  
Chairman

MICHAEL SMILEY ROWE  
Attorney at Law  
P. O. Box 2080 • Minden, NV 89423  
(702) 782-8141

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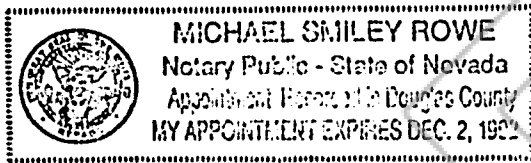
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A C K N O W L E D G E M E N T

1  
2 STATE OF NEVADA )  
3 ) ss.  
4 COUNTY OF DOUGLAS )

5 On May 4th, 1992, before me, the undersigned, a  
6 Notary Public in and for said County and State, personally  
7 appeared DANIEL R. HICKEY known to me to be the person whose  
8 name is subscribed to the within instrument and acknowledged  
9 that he executed the same.

10 WITNESS my hand and official seal.



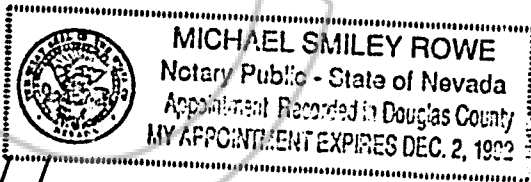
*Michael Smiley Rowe*  
NOTARY PUBLIC

A C K N O W L E D G E M E N T

14  
15 STATE OF NEVADA )  
16 ) ss.  
17 COUNTY OF DOUGLAS )

18 On May 4th, 1992, before me, the undersigned, a  
19 Notary Public in and for said County and State, personally  
20 appeared LAUREL C. HICKEY known to me to be the person whose  
21 name is subscribed to the within instrument and acknowledged  
22 that she executed the same.

23 WITNESS my hand and official seal.



*Michael Smiley Rowe*  
NOTARY PUBLIC

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Attorney at Law  
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(702) 782-8141

A C K N O W L E D G E M E N T

1  
2 STATE OF NEVADA )  
3 ) ss.  
4 COUNTY OF DOUGLAS )

5 On May \_\_\_\_\_, 1992, before me, the undersigned, a  
6 Notary Public in and for said County and State, personally  
7 appeared \_\_\_\_\_, CHAIRMAN, DOUGLAS COUNTY,  
8 NEVADA, known to me to be the person whose name is subscribed  
9 to the within instrument and acknowledged that \_\_\_he executed  
10 the same.

11 WITNESS my hand and official seal.

12 \_\_\_\_\_  
13 NOTARY PUBLIC

14 A C K N O W L E D G E M E N T

15 STATE OF NEVADA )  
16 ) ss.  
17 COUNTY OF \_\_\_\_\_ )

18 On May \_\_\_\_\_, 1992, before me, the undersigned, a  
19 Notary Public in and for said County and State, personally  
20 appeared \_\_\_\_\_, of the STATE OF NEVADA  
21 DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, DIVISION OF  
22 WATER RESOURCES, known to me to be the person whose name is  
23 subscribed to the within instrument and acknowledged that \_\_\_he  
24 executed the same.

25 WITNESS my hand and official seal.

26 \_\_\_\_\_  
27 NOTARY PUBLIC

MICHAEL SMILEY ROWE  
Attorney at Law  
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(702) 782-8141

COPY

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

92 MAY 12 A9:43

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