

Assessor's Parcel Number: 1319-34-002-029

Date: JUNE 5, 2018

Recording Requested By:

Name: ANN DAMIAN, COMMUNITY DEVELOPMENT

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A



00074360201809150740130139

KAREN ELLISON, RECORDER

**AMENDMENT NO 1 TO EASEMENT FOR CONSERVATION**

**#2018.094**

(Title of Document)

**Assessor's Parcel Number:** 1319-34-002-029

**Date:** May 22, 2018

**Recording Requested By:**

Heather Ferris, Community Development  
PO Box 218  
Minden, NV 89423

**When Recorded Return to:**

Douglas County Community Development  
PO Box 218  
Minden, NV 89423

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FILED

# 2018.094

2018 JUN -4 PM 2: 54

DOUGLAS COUNTY  
CLERK



Amendment No. 1 to Easement for Conservation

(Title of Document)

COPY

**AMENDMENT NO. 1 TO THE**  
**EASEMENT FOR CONSERVATION**

**THIS AMENDMENT NO. 1** to the EASEMENT FOR CONSERVATION is entered into between Douglas County, a political subdivision of the State of Nevada (“Grantee”), and the Rock Morgan Family Trust (“Owner”).

**WHEREAS**, in accordance with NRS 111.390 et. seq., Daniel R. and Laurel C. Hickey (collectively, “Original Grantor”) executed that certain Easement for Conservation in favor of Grantee on May 4, 1992 to provide that 141.56 acres of “the agricultural open space as shown on the tentative and final plat maps of the Grantor may not be subdivided, parceled, or partitioned to any smaller lots or parcels” (the “Easement for Conservation”);

**WHEREAS**, said Easement for Conservation was recorded at the Douglas County Recorder’s Office beginning on page 1813 of book 592 as document #278387 “for the purpose of assuring the availability of Grantor’s property for agricultural use and to preserve the historical aspects of Grantor’s property”;

**WHEREAS**, the 141.56 acre property that is subject to the Easement for Conservation is generally described as the east side of Foothill Road, north of Mottsville Lane, Assessor’s Parcel Number 17-200-16, T13N, R19E, Section 34;

**WHEREAS**, in furtherance of the property’s agricultural purpose, Owner (as successor in interest of Original Grantor) now seeks to amend the Easement for Conservation in order to more clearly allow for the erection and reconstruction of certain buildings within a designated five (5) acre area building envelope within the property burdened by the Easement for Conservation;

**WHEREAS**, Grantee seeks to clarify that other than as specified below, no additional development or erection of permanent structure(s) may be made outside of or within the 5-acre building envelope established by this Amendment No. 1; and

**WHEREAS**, Grantee and Owner wish to restrict in perpetuity all water rights appurtenant to the subject 141.56 acre parcel.

**NOW THEREFORE**, based on good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and conditions contained herein, Owner and Grantee agree as follows:

1. It is mutually understood and agreed by and between Owner and Grantee to amend that previously executed Easement for Conservation as follows:

a) Following section eight (8), a new section nine (9) shall be added to the end of the Easement for Conservation as follows:

“Within the designated 5-acre “Building Envelope Area” described on Exhibit A and illustrated on Exhibit B, which are attached hereto and incorporated by reference, Owner reserves the right to construct a permanent residence for Owner to occupy while maintaining the property. Owner also reserves the rights to: either remodel an existing building to enable the use of such building as a residence (not to exceed 2,500 square feet) by seasonal ranch hand(s) or add another residence (limited to 2,500 square feet) for ranch hand use; construct a horse barn; and reconstruct and/or maintain the existing corrals and historical grain silo. No other development or erection of permanent structure(s) shall be allowed on any portion of the subject 141.56 acre parcel.”

b) Following the new section nine (9) added by this Amendment No. 1, a new section ten (10) shall be added to the end of the Easement for Conservation as follows:

“Owner agrees to perpetually restrict the use of the water rights to support the normal, usual and customary agricultural and residential use of the property. This restrictive covenant to perpetually restrict the water rights shall run with the property and every portion thereof and interest therein; this covenant may only be modified or terminated by a court of competent jurisdiction in accordance with

the principles of law and equity as provided in Nevada Revised Statutes 111.430 (or any successor provision as may then be applicable), or with the consent of Grantee upon the substitution of adequate alternate water rights. The following table provides the application or claim number, general description of the place of use, and the Assessor's Parcel Number to which the water rights are appurtenant. The water rights were decreed in connection with the Alpine (Carson River) Decree and Owner is the owner of the delineated water rights claim below:

1319-34-002-029	659	45.10
45.10 acres within the SE1/4 NE1/4, Section 34, T13N, R19E, MDM		

2. All other terms and conditions that are not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, Owner and Grantee have caused this Amendment No. 1 to Easement for Conservation to be executed and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

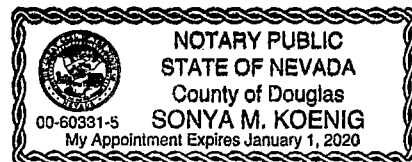
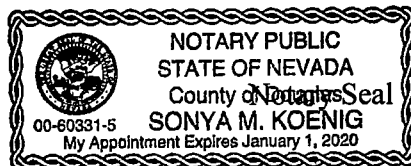
Douglas County  
 By: [Signature]  
 Steven J. Thaler, Chairman  
 Douglas County Board of Commissioners

Rock Morgan Family Trust  
 By: [Signature]  
 Name: Rock Morgan  
 Title: Trustee

STATE OF NEVADA )  
 ) ss.  
 COUNTY OF DOUGLAS )

The foregoing Amendment No. 1 to Easement for Conservation was acknowledged before me on this 19th day of May, 2018, by Rock Morgan as Trustee of the Rock Morgan Family Trust, who is personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged that s/he is duly authorized to execute the foregoing instrument.

[Signature]  
 Notary's Signature





**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**BUILDING ENVELOPE AREA**

Rock Morgan Family Trust  
APN 1319-34-002-029

A portion of the Southwest Quarter of Section 34 in Township 13 North, Range 190 East, M.D.B.& M., Douglas County, Nevada, more particularly described as follows:

**BEGINNING** at a point on the easterly right of way line of Foothill Road whence the southwest corner of Parcel 2A, as described in a deed recorded January 15<sup>th</sup>, 2016 under Document No. 2016-875356 and shown on a Record of Survey recorded November 28<sup>th</sup>, 2006 under Document No. 689520, bears South 01°22'39" West, 77.69 feet distant;

**THENCE** along the east line of Foothill Road, North 01°22'39" East, 311.66 feet to the beginning of a curve;

**THENCE** continuing along the east line of Foothill Road on a curve to the right having a radius of 1360.00 feet, an arc length of 240.50 feet, a delta of 10°07'55" and a chord that bears North 06°29'50" East, 240.18 feet;

**THENCE** South 84°51'57" East, 210.30 feet;

**THENCE** North 05°09'52" East, 100.00 feet;

**THENCE** South 84°51'57" East, 187.12 feet;

**THENCE** South 03°36'20" West, 511.74 feet;

**THENCE** North 88°54'58" West, 189.21 feet;

**THENCE** South 04°51'21" East, 111.80 feet;

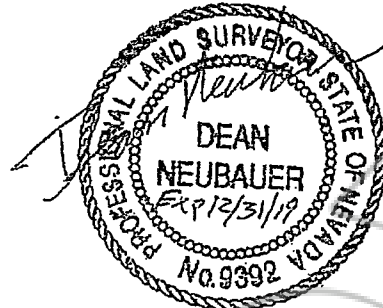
**THENCE** North 88°54'58" West, 227.65 feet to the **POINT OF BEGINNING**.

The above described area contains 5.00 acres more or less.

The basis of bearings for this survey is Nevada State Plane Coordinate System, West Zone NAD83(94) based upon real time kinematic GPS observations, observed January 23, 2018 using a survey grade dual frequency GPS receiver from NGS Monument 158220X.

Prepared under the supervision of  
Dean Neubauer, P.L.S. 9392  
800 E. College Parkway  
Carson City, NV 89706

END OF DESCRIPTION.



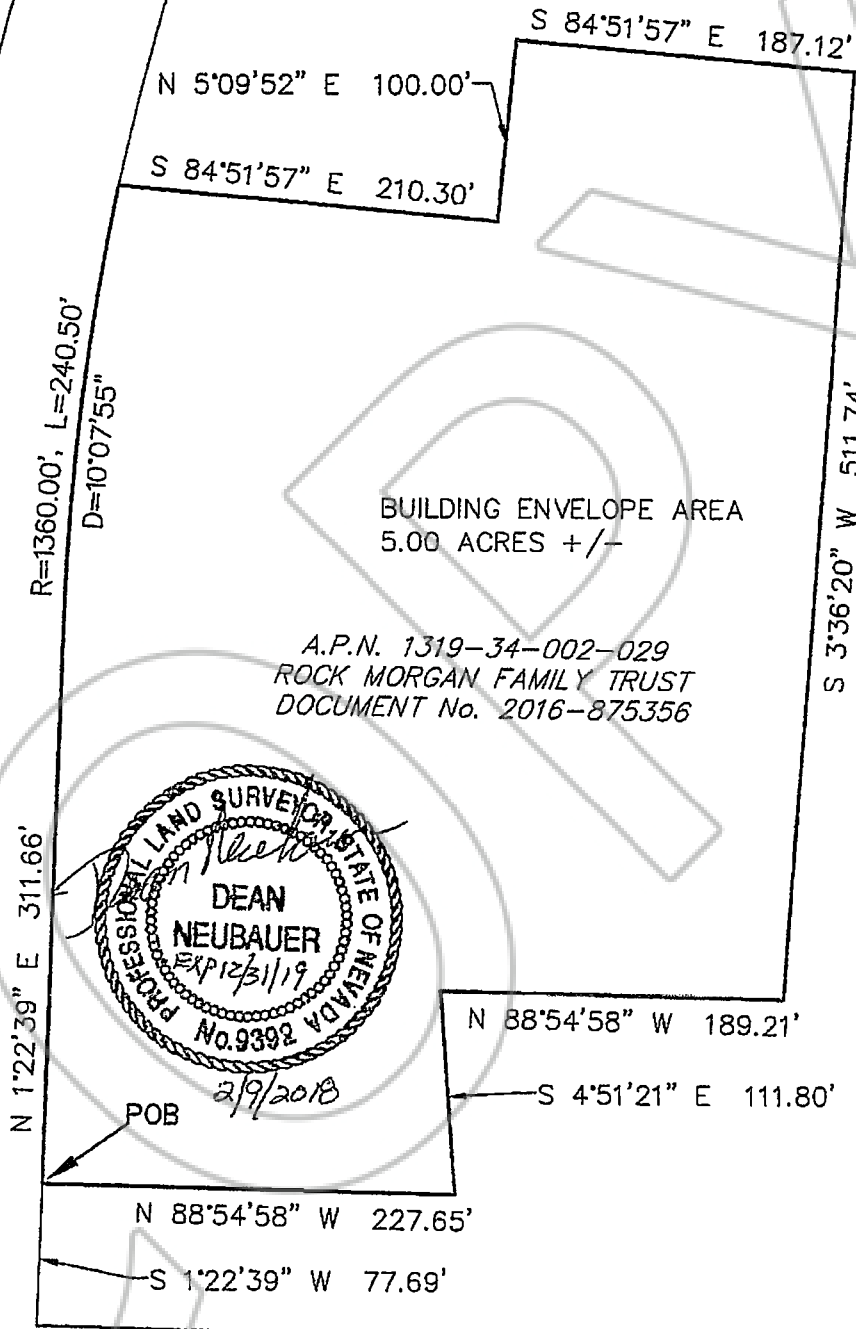
2/9/2018

COPY





FOOTHILL ROAD - STATE ROUTE



**LUMOS**  
ASSOCIATES  
800 E. COLLEGE PARKWAY  
CARSON CITY, NEVADA 89705  
TEL. (775) 883-7077 FAX (775) 883-7114

**EXHIBIT "B"**  
5.00 ACRE HOMESITE AREA  
FOR THE ROCK MORGAN FAMILY TRUST  
PORTION OF SEC. 34, T13 N, R19 E, MDM  
DOUGLAS COUNTY NEVADA

Date: FEBRUARY 2018  
Scale: 1" = 100'  
Job No: 9194.000

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WHEREAS, Grantee seeks to clarify that other than as specified below, no additional development or erection of permanent structure(s) may be made outside of or within the 5-acre building envelope established by this Amendment No. 1; and

WHEREAS, Grantee and Owner wish to restrict in perpetuity all water rights appurtenant to the subject 141.56 acre parcel.

NOW THEREFORE, based on good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and conditions contained herein, Owner and Grantee agree as follows:

1. It is mutually understood and agreed by and between Owner and Grantee to amend that previously executed Easement for Conservation as follows:

a) Following section eight (8), a new section nine (9) shall be added to the end of the Easement for Conservation as follows:

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the principles of law and equity as provided in Nevada Revised Statutes 111.430 (or any successor provision as may then be applicable), or with the consent of Grantee upon the substitution of adequate alternate water rights. The following table provides the application or claim number, general description of the place of use, and the Assessor's Parcel Number to which the water rights are appurtenant. The water rights were decreed in connection with the Alpine (Carson River) Decree and Owner is the owner of the delineated water rights claim below:

<u>APN</u>	<u>Claim #</u>	<u>Acreage Place of Use</u>
1319-34-002-029	659	45.10
45.10 acres within the SE1/4 NE1/4, Section 34, T13N, R19E, MDM		

2. All other terms and conditions that are not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, Owner and Grantee have caused this Amendment No. 1 to Easement for Conservation to be executed and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Douglas County**

**Rock Morgan Family Trust**

By: \_\_\_\_\_  
 Steven J. Thaler, Chairman  
 Douglas County Board of Commissioners

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**STATE OF NEVADA** )  
 ) ss.  
**COUNTY OF DOUGLAS** )

The foregoing Amendment No. 1 to Easement for Conservation was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as Trustee of the Rock Morgan Family Trust, who is personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged that s/he is duly authorized to execute the foregoing instrument.

\_\_\_\_\_  
 Notary's Signature

Notary Seal

STATE OF NEVADA

)

) ss.

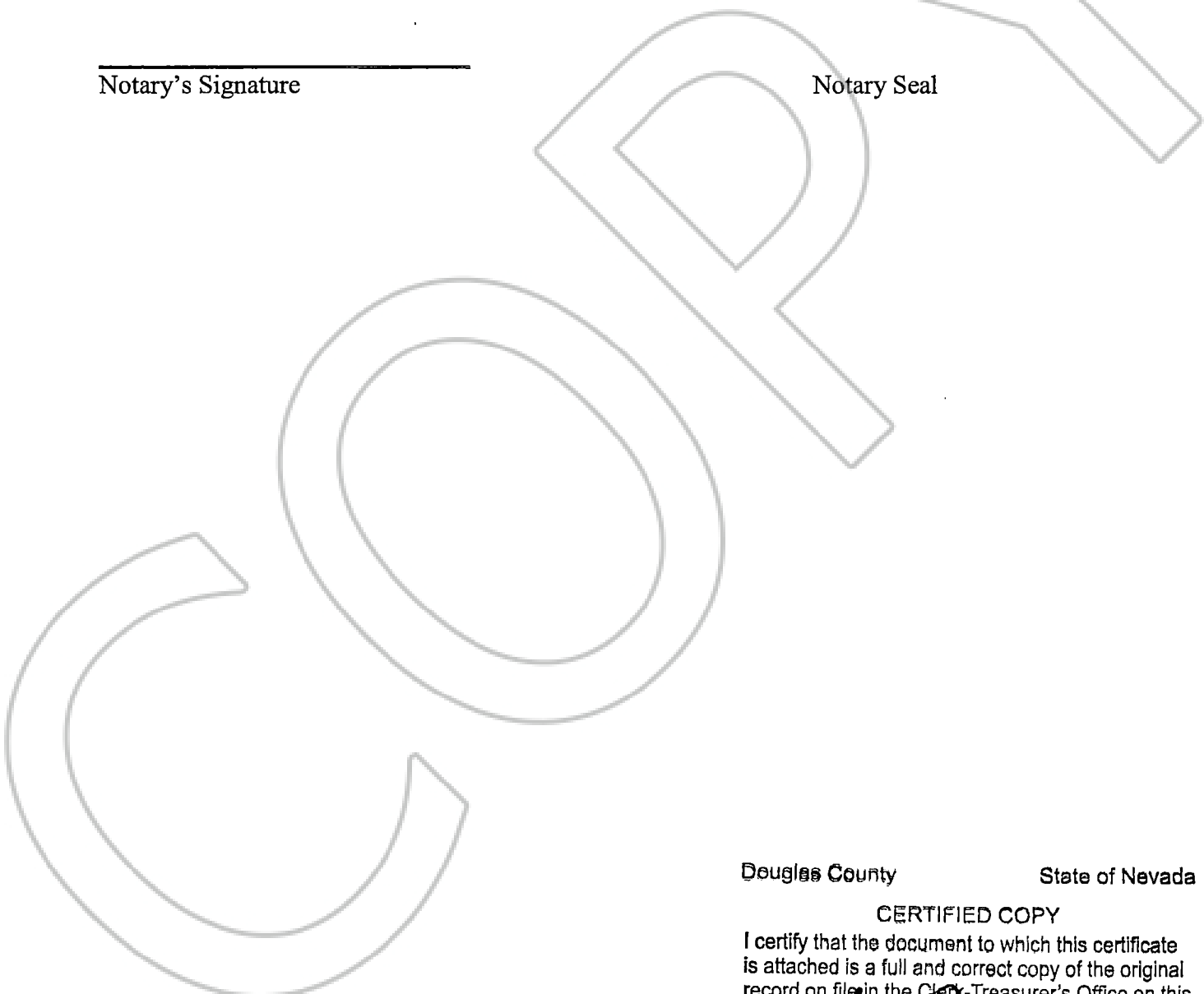
COUNTY OF DOUGLAS

)

On the \_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me, a Notary Public, Steven J. Thaler, who acknowledged that he executed the above instrument.

\_\_\_\_\_  
Notary's Signature

Notary Seal



Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

\_\_\_\_ day of June, 2018

By [Signature] Deputy