

APN# 1320-29-402-014

Recording Requested by/Mail to:

Name: Douglas V. Ritchie, Deputy District Attorney

Address: Douglas County District Attorney's Office

City/State/Zip: P.O. Box 218, Minden, NV 89423

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____



00106080202009417550070076

KAREN ELLISON, RECORDER

First Amendment to Nonrevocable Agreement to Restrict Property

Title of Document (required)

------(Only use if applicable)-----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

Douglas V. Ritchie

Signature

Douglas V. Ritchie

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting



Q1-16/JDS
 Interest: 15813
 Project: 6514
 Douglas County APN: 1320-29-402-014

FILED
 NO. 2020: 029
 2-3-20
 DATE
 DOUGLAS COUNTY CLERK
 MINDEN, NV
 BY [Signature] DEPUTY

RECORDING REQUESTED BY AND RETURN TO:
 Nevada Division of State Lands
 Question 1 Program
 901 S. Stewart St., Suite 5003
 Carson City, Nevada 89701

**FIRST AMENDMENT TO
 NONREVOCABLE AGREEMENT TO RESTRICT PROPERTY**

This FIRST AMENDMENT TO NONREVOCABLE AGREEMENT TO RESTRICT PROPERTY (hereinafter, "Amendment") is made and entered into this 18th day of November, 2019 by and between Douglas County ("Grantee"), a political subdivision of the State of Nevada, and the State of Nevada ("State"). Grantee and State are sometimes hereinafter referred to collectively as the "Parties," and individually as "Party."

Recitals

WHEREAS, a Grant Bargain & Sale Deed recorded as Doc. No. 0793414 in the Official Records of Douglas County, on November 30, 2011 transferred title of the below described property to Grantee. Said deed is subjected to the restrictions outlined in a Nonrevocable Agreement to Restrict Property (hereinafter, "Agreement") between Grantee and State as a restriction associated with the abovementioned deed, executed on November 29, 2011 and recorded as Doc. No. 0793416 in the Official Records of Douglas County, pertaining to all that certain real property located in Douglas County, State of Nevada, described as follows:

Douglas County Assessor Parcel Number 1320-29-402-014 (hereinafter "Property"). For a complete legal description of the Property see "Exhibit A" attached hereto and incorporated herein by this reference.

WHEREAS, amendments to the Agreement were mutually agreed upon by both Parties under the terms by which "no modification or amendment to this Agreement shall be binding on the [P]arties unless the same is in writing and signed by the respective [P]arties hereto;" and

WHEREAS, specific restrictions outlined in the Agreement, identified within Sections 3 and 4, pertain to Unauthorized Uses and Voluntary Transfer of Property, respectively; and

WHEREAS, Grantee wishes to transfer title of abovementioned property and amend the Agreement to include the Town of Minden as an additional entity for voluntary transfer of the Property; and

WHEREAS, the Town of Minden, or its Board of County Commissioners, is authorized to hold, manage, use and dispose of real and personal property, pursuant to NRS 269.125.

Declarations

NOW, THEREFORE, in consideration of the grant funds received and the covenants and agreements contained herein, the Parties hereto agree as follows:

1. First paragraph of Section 3.B shall be revised to state as follows:

If the Grantee fails to take corrective action to cure the violation or prevent the threatened violation pursuant to subparagraph [3]A., the Grantee shall offer to convey the Property, for no consideration, to the State for the purposes stated in paragraph 2 above; or, if said offer is rejected by the State or if the State fails to respond to the offer within ninety (90) days of the date of the offer, then Grantee shall offer to convey the Property, for no consideration, to each reasonably identifiable Nonprofit Conservation Organization active in Nevada, or the Town of Minden. For purposes of this Agreement, the term "Nonprofit Conservation Organization" means a nonprofit organization, qualified in the State, that has as one of its primary purposes the acquisition of property for the protection, preservation and/or conservation of land, water, open space and/or the natural communities, resources and wildlife located thereon.

2. First paragraph of Section 4 shall be revised to state as follows:

In the event the Grantee desires to sell or otherwise transfer the Property, prior to any such sale or transfer of the Property by Grantee, Grantee shall offer to convey the Property, for no consideration, to the entities described in subparagraph 3(B) above, including the Town of Minden. If Grantee conveys property to the Town of Minden, Grantee waives all notice requirements outlined in the second paragraph of Section 3.B., and reference made to within the first paragraph of Section 4, of Agreement.

Douglas County agrees to include language within deed or any conveyance document that holds the Town of Minden to the same Authorized Uses described in Paragraph 2 of the Agreement.

All other terms and conditions of the Agreement remain in full force and effect, with no other changes, modifications, or amendments thereto.

Inconsistency Clause: in the event of any inconsistency between the terms and conditions of this Amendment and the original Non-Revocable Agreement to Restrict Property, the terms of this Agreement shall control to the extent necessary to resolve such inconsistency.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the date first written above.

STATE:

STATE OF NEVADA
Division of State Lands

By: Charles Donohue
CHARLES DONOHUE
Administrator and State Land Registrar

GRANTEE:

DOUGLAS COUNTY

By: William B. Penzel
WILLIAM B. PENZEL
Chairman
Douglas County Commission

STATE OF NEVADA)
)
:SS
CITY OF CARSON CITY)

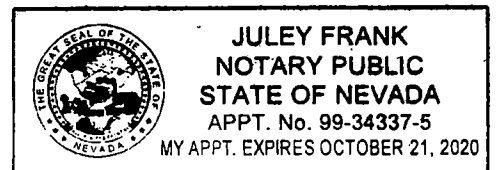
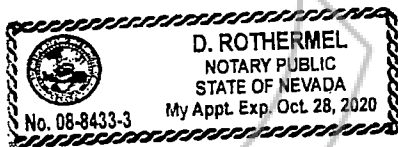
On Nov 18, 2019
personally appeared before me, a Notary
Public, CHARLES DONOHUE,
Administrator and State Land Registrar,
Division of State Lands, who
acknowledged that he executed the
above document on this date.

STATE OF NEVADA)
)
:SS
COUNTY OF DOUGLAS)

On October 29, 2019
personally appeared before me, a
Notary Public, WILLIAM B.
PENZEL, Chairman, Douglas County
Commission, known to me to be
authorized to sign on behalf of the
above GRANTEE, who
acknowledged that he executed the
above document on this date.

D. Rothermel
NOTARY PUBLIC

Juley Frank
NOTARY PUBLIC



DUPLICATE ORIGINAL

APPROVED as to Form:

AARON D. FORD

State of Nevada Attorney General

By: 


TORI N. SUNDHEIM
Deputy Attorney General

Date: 10/7/19

APPROVED as to Form:

ROXANNE STANGLE

Minden Town Board

By: 

Chairwoman

Date: 11/6/19

COPY

**EXHIBIT A
PROPOSED PARCEL 2**

All that certain real property located within a portion of the SW 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.M. Being a portion of that Parcel of Land conveyed to Dean E. Seeman, Trustee of the First Amended Dean Seeman Trust Agreement dated October 2, 1990, recorded November 27, 1990 as file #239782, Official Records of Douglas County, Nevada, more particularly described as follows:

BEGINNING at the southwest corner of said Parcel of Land;

THENCE along the easterly line of Buckeye Road North $30^{\circ}45'30''$ East, 154.67 feet to the beginning of a curve concave to the southwest, having a radius of 1140.00 feet;

THENCE continuing along said easterly line and along said curve 68.32 feet through a central angle of $03^{\circ}26'01''$;

THENCE continuing along said easterly line North $27^{\circ}19'29''$ East, 489.52 feet;

THENCE leaving said easterly line, South $38^{\circ}16'24''$ East, 69.29 feet;

THENCE South $18^{\circ}02'56''$ East, 173.65 feet;

THENCE South $45^{\circ}08'20''$ East, 116.07 feet;

THENCE South $85^{\circ}43'31''$ East, 34.51 feet;

THENCE North $74^{\circ}28'38''$ East, 82.85 feet;

THENCE North $59^{\circ}07'41''$ East, 174.30 feet;

THENCE South $00^{\circ}51'44''$ West, 498.61 feet;

THENCE South $00^{\circ}05'52''$ West, 100.99 feet to the beginning of a curve concave to the southwest having a radius of 613.00 feet, from which the radius point bears South $88^{\circ}59'35''$ West,;

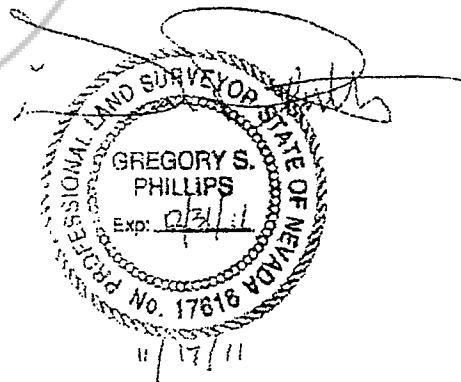
THENCE along said curve 355.25 feet through a central angle of $33^{\circ}12'15''$,

THENCE North $53^{\circ}24'58''$ West, 845.06 feet to the **POINT OF BEGINNING** and end of this description.

Containing 11.21 acres, more or less.

The basis of bearings for this description is based on the Nevada Coordinate System of 1983, West Zone, NAD 83/94, measured as North $27^{\circ}19'29''$ East, between found monuments along the centerline of Buckeye Road

Prepared by Lumos & Associates
Gregory S. Phillips, P.L.S. 17616
800 E. College Parkway
Carson City, NV 89706



DUPLICATE ORIGINAL

COPY

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

3rd day of Feb, 2020

By [Signature] Deputy