

EUREKA COUNTY, NV

RPTT:\$0.00 Rec:\$37.00

\$37.00 Pgs=5

**2020-243422**

**12/29/2020 11:12 AM**

WILSON BARROWS SALYER JONES

LISA HOEHNE, CLERK RECORDER

E07

**APN: N/A**

**Mailing Address of Grantee or Other Person  
Requesting Recording:**

Wilson | Barrows | Salyer | Jones  
442 Court Street  
Elko, Nevada 89801

**Mail Tax Statements to:**

Donald Lloyd Morrison, Trustee of the Donald Lloyd  
Morrison Trust  
HC 62 Box 62130  
Eureka, Nevada 89316

**Social Security Number Affirmation Statement:**

In accordance with NRS 239B.030, the undersigned person recording this document hereby affirms that this document does not contain personal information, including full social security number of any person;

**-OR-**

In accordance with NRS 239B.030, the undersigned person recording this document hereby affirms that this document does contain personal information, including full social security number of a person.

Alma Palafox

Legal Secretary

Name

Title

Signature

**Title of Document Recorded:**

CORRECTIVE GRANT, BARGAIN AND SALE DEED

**WILSON | BARROWS | SALYER | JONES**

442 Court Street | Elko, Nevada 89801 | 775.738.7271

# CORRECTIVE GRANT, BARGAIN AND SALE DEED

FOR VALUE RECEIVED the undersigned GRANTOR hereby grants, bargains and sells all right, title and interest in and to the following property in Eureka County, Nevada, to the following GRANTEE:

**Grantor:** D. LLOYD MORRISON, AKA DONALD LLOYD MORRISON, AKA D. LLOYD MORRISON, a single man.

**Grantee:** DONALD LLOYD MORRISON, Trustee of the DONALD LLOYD MORRISON TRUST, A LIVING, REVOCABLE TRUST.

**Taking title as:** Trustee of the DONALD LLOYD MORRISON TRUST, as sole and separate property.

**Estate conveyed:** Fee simple.

## WITNESSETH:

**WHEREAS**, on November 23, 2020, the Grantor executed and on November 30, 2020, recorded a Grant, Bargain and Sale Deed in the Office of the Eureka County Recorder, Eureka, Nevada, as File No. 2020-242704 (“the Deed”).

**WHEREAS**, the Deed described the property at issue as follows:

### Legal description of property conveyed:

Any and all water and water rights appurtenant to or used in conjunction with the real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

T. 12N., R. 53E., Section 8: W1/2

Including any and all water and water rights including but not limited to Permit Nos. 24574, Certificate 7013; 29405, Certificate 9671; and 66439, Certificate 16257, on file in the office of the Nevada State Engineer. Together with the right to change the point of diversion, place, and manner of use.

**WHEREAS**, an error was made in the description of the property conveyed by the Deed, and

**WHEREAS**, a Deed correcting the description in the Deed is necessary or advisable,

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**WILSON | BARROWS | SALYER | JONES**

442 Court Street | Elko, Nevada 89801 | 775.738.7271

**NOW THEREFORE,** This Deed corrects the Deed by providing the correct property description as follows:

**Legal description of property conveyed:**

Any and all water and water rights appurtenant to or used in conjunction with the real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

T. 21N., R. 53E., Section 8: W1/2

Including any and all water and water rights including but not limited to Permit Nos. 24574, Certificate 7013; 29405, Certificate 9671; and 66439, Certificate 16257, on file in the office of the Nevada State Engineer. Together with the right to change the point of diversion, place, and manner of use.

**SPECIAL TRUST PROVISIONS:**

1. This Deed is conveying title to one or more Trustees of a revocable, amendable, inter vivos trust.
2. In spite of this conveyance, any and all community property which is transferred to this Trust, if any, shall retain its character as community property both as Trust principal and after any subsequent distribution or withdrawal from the Trust; and any and all separate property of either Trustor which is transferred to this Trust shall retain its character as the separate property of that transferring Trustor, both as Trust principal and after any subsequent withdrawal distribution or from the Trust, even if the title to such separate property is held in the name more than one Trustee.
3. A change in the identity or number of Trustees may be established of record by an affidavit made by a person with personal knowledge reciting the reason for change. In the case of the death of a Trustee then holding record title to Trust real estate, a certified copy of deceased Trustee's death certificate must be attached to the affidavit or certification.
4. Any successor Trustee shall, by the act of appointment, be vested with the prior Trustees' title to all Trust property automatically and without conveyance from the prior Trustee(s) or a deceased Trustee's personal representatives, heirs or devisees, to be established of record by the filing of the instrument of successor appointment. Except to the extent otherwise provided in the instrument of appointment, all successor Trustees succeed to all powers and duties of held by the prior Trustee.

5. One acceptable “act of appointment” of a successor Trustee shall be the acceptance of a nomination by a prior nominated Trustee, and in that case the “instrument of acceptance” shall be the document evidencing the acceptance of the nomination.
6. A full and unconditional termination of the Trust by the Trustor(s)’ exercise of the power of revocation will automatically be deemed to be a full and unconditional reconveyance of all of the Trust property to the Trustor(s) exercising the power of revocation and the recordation of the instrument of revocation shall be the equivalent of a deed by the Trustee(s) to the Trustor(s) entitled thereto.
7. The Trust will terminate upon the occurrence of a termination event specified in the Trust Agreement, in effect at the time of such occurrence. At the time of termination, the Trustee(s) then in office have the duty to windup the Trust and distribute the assets to the persons or entities then entitled to such distribution in accordance with the Trust Agreement then in effect. There shall be no court supervision of the winding-up and distribution process. Distribution is to be accomplished by the Trustee(s), without court supervision and without third-party review of the unrecorded Trust Agreement (as amended), by conveyance of the real estate of the Trust by Grant, Bargain and Sale Deed or other appropriate transfer document. No third party is required or allowed to go behind the Trustee(s)’ distribution Deed to ascertain that the Trustee(s) complied with the distribution provisions of the Trust Agreement then in effect and all recitals in such distribution Deeds must be deemed conclusively correct by all third parties.
8. It is requested that all title companies insure good title in the distributees, and their successors in interest and assigns, based solely on the record title, including this Deed, the affidavits above referred to, and the Trustee(s)’ Distribution Deed, and without going behind such Deeds or affidavits to review the Trust Agreement then in effect, or other non-record events, or otherwise.

**GRANTOR:**

DATED: December 25, 2020



**D. LLOYD MORRISON, AKA DONALD  
LLOYD MORRISON, AKA LLOYD  
MORRISON, individually**

Grantee hereby accepts the above conveyance.

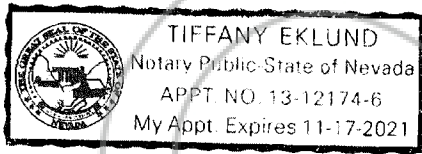
**GRANTEE:**

DATED: December 28, 2020

Donald Lloyd Morrison  
**DONALD LLOYD MORRISON**, as Trustee  
of the **DONALD LLOYD MORRISON TRUST**

STATE OF NEVADA,     )  
  ) SS.  
COUNTY OF ELKO.     )

On December 28, 2020, personally appeared before me, a Notary Public, **DONALD LLOYD MORRISON**, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the above instrument, individually, and as Trustee of the **DONALD LLOYD MORRISON TRUST**.



Tiffany Eklund  
NOTARY PUBLIC

20120112ap.wpd

**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)  
 a. \_\_\_\_\_  
 b. \_\_\_\_\_  
 c. \_\_\_\_\_  
 d. \_\_\_\_\_

2. Type of Property:
- |   |  |
|---|--|
| a. <input type="checkbox"/> Vacant Land   | b. <input type="checkbox"/> Single Fam. Res. |
| c. <input type="checkbox"/> Condo/Twnhse  | d. <input type="checkbox"/> 2-4 Plex         |
| e. <input type="checkbox"/> Apt. Bldg     | f. <input type="checkbox"/> Comm'/Ind'l      |
| g. <input type="checkbox"/> Agricultural  | h. <input type="checkbox"/> Mobile Home      |
| <input checked="" type="checkbox"/> Other |  |

<b>FOR RECORDERS OPTIONAL USE ONLY</b>	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3.a. Total Value/Sales Price of Property \$ \_\_\_\_\_  
 b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ ) )  
 c. Transfer Tax Value: \$ \_\_\_\_\_  
 d. Real Property Transfer Tax Due \$ \_\_\_\_\_

**4. If Exemption Claimed:**

- a. Transfer Tax Exemption per NRS 375.090, Section 7  
 b. Explain Reason for Exemption: A transfer of title to or from a trust without consideration if a certificate of trust is presented at the time of transfer.

5. Partial Interest: Percentage being transferred: 100 %  
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity: Attorney  
 Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**  
**(REQUIRED)**  
 Print Name: D. Lloyd Morrison  
 Address: HC 62 Box 62130  
 City: Eureka  
 State: NV Zip: 89316

**BUYER (GRANTEE) INFORMATION**  
**(REQUIRED)**  
 Print Name: Donald Lloyd Morrison, TR  
 Address: HC 62 Box 62130  
 City: Eureka  
 State: NV Zip: 89316

**COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)**  
 Print Name: Wilson Barrows Salyer Jones Escrow # \_\_\_\_\_  
 Address: 442 Court Street  
 City: Elko State: Nevada Zip: 89801