

APN: Water Rights Only

RETURN RECORDED DEED TO:
Eureka County Public Works
P.O. Box 714
Eureka, NV 89316

EUREKA COUNTY, NV
LAND-CDE
This is a no fee document
NO FEE
EUREKA COUNTY

2022-247769
01/26/2022 03:07 PM
Pgs=9



The party executing this document hereby affirms that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030.

CORRECTED DEED

(THIS DEED IS BEING RECORDED TO CORRECTLY IDENTIFY THE PERMITTED PLACE OF USE FOR NEVADA STATE ENGINEER'S PERMIT NO. 29405 / CERTIFICATE NO. 9671 AND NEWLY CREATED PARCEL MAP IN THAT ORIGINAL WATER RIGHTS QUITCLAIM DEED RECORDED ON DECEMBER 20, 2021, AS DOCUMENT NUMBER 2021-247670)

THIS INDENTURE, made on January 26, 2022, by and between D. LLOYD MORRISON, hereinafter referred to as Grantor, and EUREKA COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as Grantee.

WITNESSETH

WHEREAS, D. LLOYD MORRISON conveyed 2.0 acre feet annually of those certain water rights known as Nevada State Engineer's Permit No. 29405 / Certificate No. 9671 ("Water Rights") by a Water Rights Quitclaim Deed recorded in the Official Records of Eureka County, State of Nevada on December 20, 2021 as Document Number 2021-247670; and

WHEREAS, at the time of recordation of the Quitclaim Deed described above, the correct permitted place of use identified in the Quitclaim Deed should have been NE ¼ NW ¼ Section 8 T21N R53E M.D.B. & M., *not* SW ¼ NW ¼ Sect. 10 T21N R53E, and the correct Parcel Map Document No. should have been 2021-247668, *not* 2021-247688; and

WHEREAS, the Grantor, for good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents quitclaim to the Grantee, and to its successors and assigns forever, such right, title and interest held by the Grantor in and to 2.0 acre feet annually of those certain water rights known as Nevada State Engineer's Permit No. 29405 / Certificate No. 9671, at a diversion rate of .010146, with permitted place of use at SW ¼ of the NW ¼ of Section 8, T21N R53E M.D.B. & M. The 2.0 acre feet annually transferred herein are appurtenant to the real property currently identified as Assessor's Parcel Number 007-200-13 and more particularly described in **Exhibit "1"** attached hereto and incorporated herein by this reference.

This Deed is for the dedication of water to newly created parcels located at the place described and reflected on the attached map: Parcel(s) 1 of Parcel Map recorded on December 20, 2021, as Document No. 2021-247668 in the Eureka County Recorder's Office.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the said Grantee and to its successors and assigns forever.

THIS deed is recorded to correctly identify the place of use and Parcel Map Document No. in that certain Water Rights Quitclaim Deed recorded in Eureka County, State of Nevada on December 20, 2021 as Document Number 2021-247670.

IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

By: 
D. LLOYD MORRISON

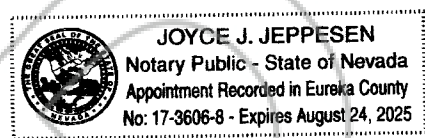
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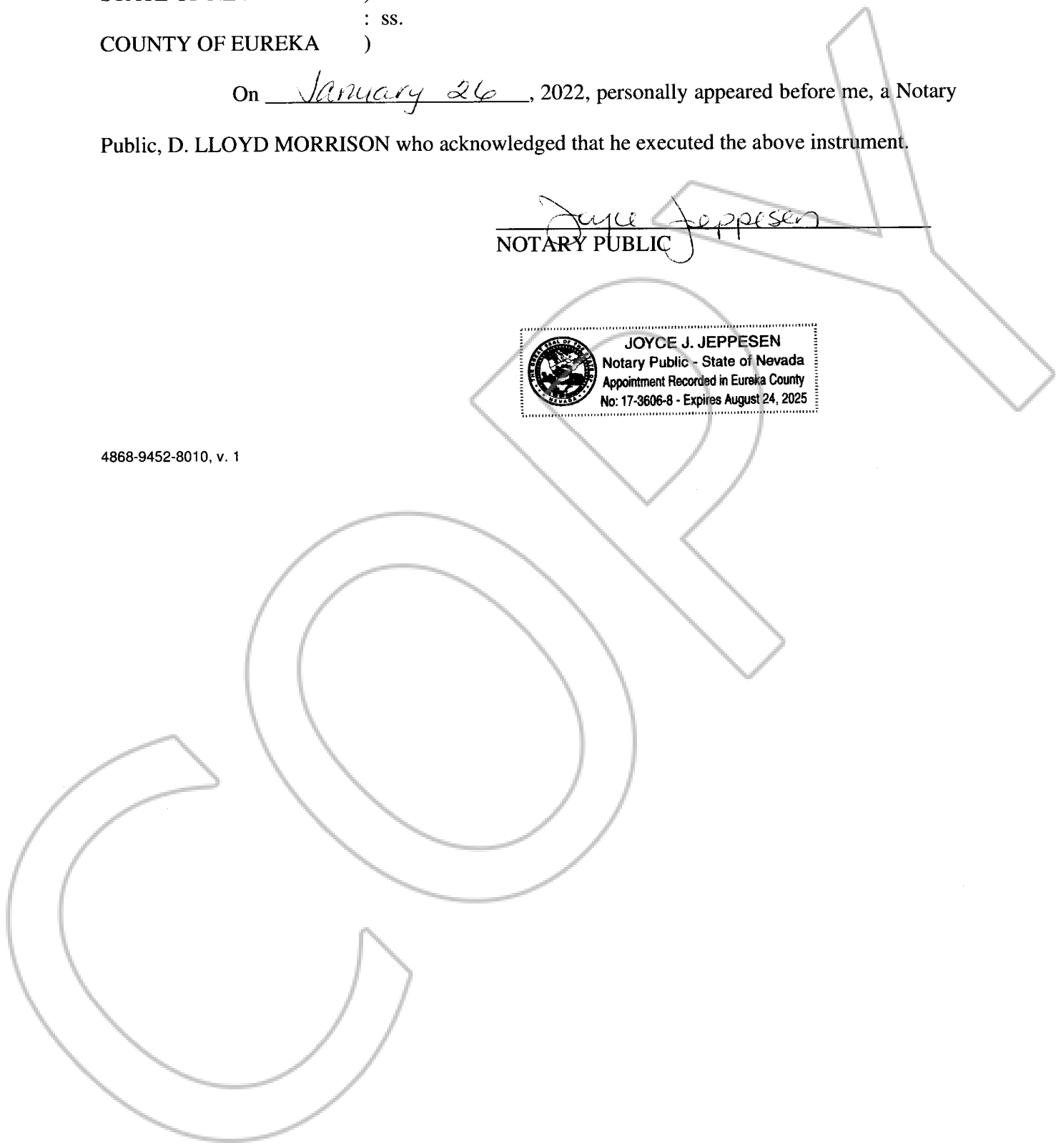
STATE OF NEVADA)
 : ss.
COUNTY OF EUREKA)

On January 26, 2022, personally appeared before me, a Notary Public, D. LLOYD MORRISON who acknowledged that he executed the above instrument.

Joyce Jeppesen
NOTARY PUBLIC



4868-9452-8010, v. 1



EUREKA COUNTY, NV

2020-243422

RPTT:\$0.00 Rec:\$37.00

\$37.00 Pgs=5

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,

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.

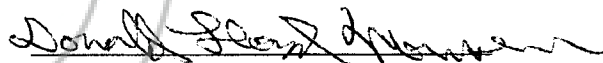
SPECIAL TRUST PROVISIONS:

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 28, 2020




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

Grantee hereby accepts the above conveyance.

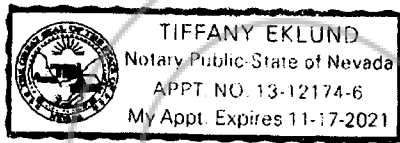
GRANTEE:


DATED: December 28, 2020


DONALD LLOYD MORRISON, 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**.




NOTARY PUBLIC

20120112ap.wpd

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)
a) Water Rights Only
b) _____
c) _____
d) _____

2. Type of Property:
a) Vacant Land b) Single Fam. Res.
c) Condo/Twnhse d) 2-4 Plex
e) Apt. Bldg f) Comm'l/Ind'l
g) Agricultural h) Mobile Home
 Other Water Rights

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. Total Value/Sales Price of Property \$ 1,080.00
Deed in Lieu of Foreclosure Only (value of property) (_____)
Transfer Tax Value: \$ _____
Real Property Transfer Tax Due \$ Exempt

4. **If Exemption Claimed:**
a. Transfer Tax Exemption per NRS 375.090, Section 2
b. Explain Reason for Exemption: Public Entity

5. Partial Interest: Percentage being transferred: _____ %
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 Public Works Director
Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)
Print Name: D. Lloyd Morrison
Address: 545 11th Street / HC 62 Box 62130
City: Eureka
State: NV Zip: 89316

BUYER (GRANTEE) INFORMATION
(REQUIRED)
Print Name: Eureka County
Address: 701 S. Main Street
City: Eureka
State: NV Zip: 89316

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
Print Name: _____ Escrow #: _____
Address: _____
City: _____ State: _____ Zip: _____