

APPLICATION FOR PERMISSION TO CHANGE POINT OF DIVERSION, MANNER OF USE AND PLACE OF USE OF THE PUBLIC WATERS OF THE STATE OF NEVADA HERETOFORE APPROPRIATED

MAY 12 1977

Date of filing in State Engineer's Office

Returned to applicant for correction

Corrected application filed

Map filed

MAY 12 1977

The applicant McCulloch Properties, Inc. (c/o T.I.C. Corporation)

P.O. Box 10075

Street and No. or P.O. Box No.

of Reno, Nevada 89510

City or Town

State and Zip Code No.

hereby make application for permission to change the

Point of Diversion, Place of Use and Manner of Use

of water heretofore appropriated under a portion of Permit No. 20745 (Certificate

No. 5944)

(Identify existing right by Permit, Certificate, Proof or Claim Nos. If Decreed, give title of Decree and identify right in Decree.)

- 1. The source of water is underground
2. The amount of water to be changed 0.22106 C.F.S. (160.00 ac. ft./yr.)
3. The water to be used for irrigation and domestic
4. The water heretofore used for industrial & domestic
5. The water is to be diverted at the following point within the NE 1/4 SE 1/4 of Section 4, T.22N., R.21E., M.D.B. & M. or at a point from which the East 1/4 corner of said Section 4 bears N. 59° 49' 05" E., a distance of 1514.98 feet.
6. The existing point of diversion is located within the NW 1/4 NE 1/4 of Section 25, T.22N., R.20E., M.D.B. & M. or at a point from which the S.E. corner of Section 29, T. 22N., R.21E., M.D.B. & M bears S. 68° 35' 17" E., a distance of 13,351.89 feet.
7. Proposed place of use The NW 1/4 SE 1/4 Section 4, T.22N., R.21E., - 40.00 acres
8. Existing place of use industrial facilities within the SE 1/4 of Section 29, T.22N., R.21E., M.D.B. & M.
9. Use will be from January 1 to December 31 of each year.
10. Use has been from January 1 to December 31 of each year.
11. Description of proposed works. (Under the provisions of NRS 535.010 you may be required to submit plans and specifications of your diversion or storage works.) Drilled well, pump, motor and irrigation system

- 12. Estimated cost of works.....\$20,000.....
- 13. Estimated time required to construct works.....1 year.....
- 14. Estimated time required to complete the application of water to beneficial use.....2 years.....
- 15. Remarks: For use other than irrigation or stock watering, state number and type of units to be served or annual consumptive use.

NOTE: This application is being made in the Name of  
 McCulloch Properties for Brent Douglas as per the attached  
 contract. A copy of all correspondence to be mailed to same  
 at: 1175 Kelly Drive, Reno, Nevada 89503

Compared lm/ga dc/ga Applicant McCulloch Properties, Inc.

By s/ Thomas A. Foote  
Thomas S. Foote (Agent)  
P.O. Box 10075

APPROVAL OF STATE ENGINEER Reno, Nevada 89510

This is to certify that I have examined the foregoing application, and do hereby grant the same, subject to the following limitations and conditions:

This permit to change the point of diversion, manner of use and place of use of a portion of the waters of an underground source as heretofore granted under Permit 20745, Certificate 5944, is issued subject to the terms and conditions imposed in said Permit 20745, Certificate 5944, and with the understanding that no other rights on the source will be affected by the change proposed herein. The well shall be equipped with a 2-inch opening and a measuring device must be installed in the discharge pipeline near the point of diversion and accurate measurements must be kept of water placed to beneficial use. If the well is flowing, a valve must be installed and maintained to prevent waste. This source is located within an area designated by the State Engineer pursuant to NRS 534.030. The State retains the right to regulate the use of the water herein granted at any and all times.

The amount of water to be changed shall be limited to the amount which can be applied to beneficial use, and not to exceed 0.22106 cubic feet per second, but not to exceed a yearly duty of 4.0 acre-feet per acre of land irrigated from any and/or all sources.

Actual construction work shall begin on or before December 26, 1977

Proof of commencement of work shall be filed before January 26, 1978

Work must be prosecuted with reasonable diligence and be completed on or before December 26, 1977

Proof of completion of work shall be filed before January 26, 1978

Application of water to beneficial use shall be made on or before December 26, 1978

Proof of the application of water to beneficial use shall be filed on or before January 26, 1979

Map in support of proof of beneficial use shall be filed on or before January 26, 1979

Commencement of work filed.....  
 Completion of work filed MAY 8 1978  
 Proof of beneficial use filed.....  
 Cultural map filed.....  
 Certificate No..... Issued.....  
 Recorded..... Bk..... Page.....

IN TESTIMONY WHEREOF, I ROLAND D. WESTERGARD  
 State Engineer of Nevada, have hereunto set my hand and the seal of  
 my office, this 26th day of October

A.D. 1977 Roland D. Westergard  
 State Engineer

thence S. 89°21'48"E., 2764.87 feet;  
thence S. 89°21'10"E., 1319.24 feet;  
thence S. 01°28'34"W., 2652.36 feet to the TRUE POINT OF BEGINNING;  
thence S. 89°12'55"E., 1328.61 feet to the East 1/4 corner of said Section 4;  
thence S. 01°13'04"W., 1313.14 feet;  
thence N. 89°03'54"W., 1334.49 feet;  
thence N. 01°28'34"E., 1309.69 feet to the TRUE POINT OF BEGINNING.

31679

Containing 40.09 acres, more or less.

Subject to all easements for roadway and utility purposes over and across said parcel as delineated on said Record of Survey Map and Said Division of Land Map; and

Subject to Declaration of Reservations recorded November 12, 1976, in Book 1024 Official Records, Page 167 Washoe County, Nevada.

160 acre feet of water rights to be selected by Seller from Water Certificates presently owned by Seller.

The above described water rights shall be subject to the following terms and conditions:

1. During the time when Buyer is purchasing the above described property and water rights, Seller shall have the right to use said water rights without payment of any compensation to the Buyer. In consideration of this right, granted to Seller, Seller will keep said water rights current in accordance with the present laws of the State of Nevada.
2. If, prior to December 31, 1985, Buyer is prepared to start using said water rights, and in the event Buyer has not paid the within purchase price in full, Buyer shall inform Seller, who will describe the certificate to be transferred to Buyer in accordance with the terms of this agreement. Buyer shall then undertake at Buyers expense to apply in the name of the Seller, for a change of point of diversion and place of use to the within described property, put that water to beneficial use, and qualify the permit for a certificate from the Nevada State Water Engineer. Said certificate will be issued in the name of Seller, unless Buyer shall have paid the within purchase price in full in the interim, in which event the certificate may be issued in Buyers name.
3. Upon payment in full of the within purchase price, or on December 31, 1985 if Buyer has not put said water rights to use, whichever is later, said water rights will be conveyed to Buyer, and Sellers responsibility to keep said water rights current as outlined in Paragraph (1) shall cease.
4. Seller makes no representation, warranty, or guarantee of the availability, quantity or quality of the water.
5. If Buyer has received a conveyance of said water rights or if Buyer is in good standing and not in default, and subject to first obtaining the express written consent of the Seller, and further subject to all legal requirements regarding transfer of water rights the Buyer may convey said water rights or assign this agreement and the rights hereunder but only to property owners or purchasers of property within the boundaries of Palomino Valley General Improvement District for use thereon, and any other sale or attempted sale shall be void and of no force and effect. The provisions of this paragraph shall expire on December 31, 1990. Seller's conveyance of all water rights to Buyer shall be subject to the restrictions set forth in the paragraph.
6. Buyer understands that he cannot sell his water rights under this agreement separately without the prior consent of the Seller, or it's assignees, unless the property and the water rights have been paid in full. Notwithstanding that Buyer may transfer the water rights under this agreement to other property that he owns within Palomino Valley.

