

**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**

Date of filing in State Engineer's Office..... NOV 30 1977.....

Returned to applicant for correction.....

Corrected application filed..... Map filed..... NOV 30 1977.....

The applicant..... McCulloch Properties, Inc......

P.O. Box 10075..... of Reno.....
Street and No. or P.O. Box No. City or Town

Nevada 89510....., hereby make application for permission to change the
State and Zip Code No.

..... point of diversion and place of use and manner of use

of water heretofore appropriated under..... a portion of Permit No. 28444

(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 well.....
Name of stream, lake or other source.

2. The amount of water to be changed..... 0.2210 cfs (160 acre feet).....
Second feet, acre feet.

3. The water to be used for..... irrigation and domestic.....
If for stock state number and kind of animals.

4. The water heretofore used for..... irrigation.....
If for stock state number and kind of animals.

5. The water is to be diverted at the following point..... NE $\frac{1}{4}$ SE $\frac{1}{4}$ section 4, T.22N., R.21E.,

MDB&M, from which the E $\frac{1}{2}$ corner of said section 4 bears N. 59°
Describe as being within a 40-acre subdivision of public survey and by course and distance to a section corner. If on unsurveyed land, it should be
49' 05" E, 1514.98 feet.
stated.

6. The existing point of diversion is located within..... SE $\frac{1}{4}$ NW $\frac{1}{4}$ section 32, T.23N., R.21E.,

MDB&M, from which the SW corner of said Section 32 bears S. 41°
If point of diversion is not changed, do not answer.
59' 42" W., 3915.67 feet.

7. Proposed place of use..... NW $\frac{1}{4}$ SE $\frac{1}{4}$, 19.4 ac.; NE $\frac{1}{4}$ SE $\frac{1}{4}$, 14.1 ac.; SE $\frac{1}{4}$ SE $\frac{1}{4}$, 3.1 ac.;
Describe by legal subdivisions. If for irrigation state number of acres to be irrigated.

SW $\frac{1}{4}$ SE $\frac{1}{4}$, 3.4 ac., Section 4, T.22N., R.21E., MDB&M (40 acres total)

8. Existing place of use..... SE $\frac{1}{4}$ NW $\frac{1}{4}$, 6.9 ac.; SW $\frac{1}{4}$ NE $\frac{1}{4}$, 2.9 ac.; SE $\frac{1}{4}$ NE $\frac{1}{4}$, 2.8 ac.
Describe by legal subdivisions. If presently used for irrigation, state number of acres irrigated.

Section 5, T.22N., R.21E., MDB&M and NE $\frac{1}{4}$ SW $\frac{1}{4}$, 0.9 ac.; SE $\frac{1}{4}$ SW $\frac{1}{4}$, 8.9
ac.; SW $\frac{1}{4}$ SE $\frac{1}{4}$, 7.0 ac.; SE $\frac{1}{4}$ SE $\frac{1}{4}$, 10.6 ac. Section 32, T.23N., R.21E.,
MDB&M. 40 acres being irrigated.

9. Use will be from..... January 1..... to..... December 31..... of each year.
Day and Month Day and Month

10. Use has been from..... January 1..... to..... December 31..... of each year.
Day and Month Day and Month

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 with pump and motor.....
State manner in which water is to be diverted, whether by dam or other works,

with sprinkler system......
whether through pipes, ditches, flumes, or other conduits.

- 12. Estimated cost of works.....\$10,000.....
- 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.

.....This application is being made in the name of McCulloch
Properties, Inc. for Brent and Earl Douglas, as per attached
contract.....

Compared.....lp/ga..... Applicant.....McCulloch Properties, Inc.....
 By.....s/ Wells O'Brien.....
 Wells O'Brien, Agent
 P.O. Box 10075
 Reno, Nevada 89510
 OF STATE ENGINEER

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

The amount of water to be changed shall be limited to the amount which can be applied to beneficial use, and not to exceed.....cubic feet per second.....

Actual construction work shall begin on or before.....

Proof of commencement of work shall be filed before.....

Work must be prosecuted with reasonable diligence and be completed on or before.....

Proof of completion of work shall be filed before.....

Application of water to beneficial use shall be made on or before.....

Proof of the application of water to beneficial use shall be filed on or before.....

Map in support of proof of beneficial use shall be filed on or before.....

Commencement of work filed..... IN TESTIMONY WHEREOF, I.....
 Completion of work filed..... State Engineer of Nevada, have hereunto set my hand and the seal of
 Proof of beneficial use filed..... my office, this..... day of.....
 Cultural map filed..... A.D. 19.....
 Certificate No..... Issued.....
 Recorded..... Bk..... Page.....

APR 27 1978

WITHDRAWN BY APPLICANT..... State Engineer

STATE ENGINEER
O. J. Waskergans

D. 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.