

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

FEB 8 1978

Date of filing in State Engineer's Office

Returned to applicant for correction

Corrected application filed Map filed FEB 2 1978 under 34955

The applicant McCulloch Properties, Inc.

P.O. Box 10075 of Reno Nevada 89510

Street and No. or P.O. Box No. City or Town State and Zip Code No.

hereby make application for permission to change the point of diversion, manner and place of use

of water heretofore appropriated under a portion of permit #28071

(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 0.2294 cfs or 32.12 ac. ft./yr.
3. The water to be used for irrigation and domestic
4. The water heretofore used for irrigation
5. The water is to be diverted at the following point within the SW 1/4 SW 1/4 of section 2, T22N, R20E, MDB&M or at a point from which the SW corner of said section 2 bears S 51 degrees 20' W, a distance of 913.00 feet
6. The existing point of diversion is located within NE 1/4 NW 1/4 of section 5, T22N, R21E, MDB&M or at a point from which the NE corner of said section 5 bears N 66 degrees 17' 59" E, a distance of 2969.86 feet
7. Proposed place of use SE 1/4 SW 1/4 of section 2, T22N, R20E, MDB&M (total 8.03 ac.)
8. Existing place of use SW 1/4 NW 1/4, 4.02 ac; SE 1/4 NW 1/4, 4.01 ac; Section 4, T22N, R21E, MDB&M (total 8.03 ac.)
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 underground 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.

.....This application is being made in the name of McCulloch
Properties, Inc. for Winthrop G. Dale and Shirley S. Weise.
as per the attached contract.

Compared.....lp/ga.....jm/iw.....Applicant.....

By s/ Wells O'Brien
 Wells O'Brien, Agent for McCulloch
 P.O. Box 10075
 Reno, Nevada 89510

APPROVAL.....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:

This permit to change the point of diversion and place of use of a portion of the waters of an underground source as heretofore granted under Permit 28071, Certificate 8628, is issued subject to the terms and conditions imposed in said Permit 28071, Certificate 8628, 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 total combined amount of water granted under this permit and Permit 34955 is limited to what the well covered under the two permits is capable of producing. If certificates of appropriation are issued under this permit and Permit 34955, the total combined amount of appropriation granted in said certificates shall not exceed what the well covered under the two permits is capable of producing.

The amount of water to be changed shall be limited to the amount which can be applied to beneficial use, and not to exceed.....0.2294.....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 13, 1979
- Proof of commencement of work shall be filed before.....January 13, 1980
- Work must be prosecuted with reasonable diligence and be completed on or before.....December 13, 1980
- Proof of completion of work shall be filed before.....January 13, 1981
- Application of water to beneficial use shall be made on or before.....December 13, 1981
- Proof of the application of water to beneficial use shall be filed on or before.....January 13, 1982
- Map in support of proof of beneficial use shall be filed on or before.....January 13, 1982

Commencement of work filed.....FEB 5 1980.....
 Completion of work filed.....
 Proof of beneficial use filed.....
 Cultural map filed.....
 Certificate No.....Issued.....
 Recorded.....Bk.....Page.....

IN TESTIMONY WHEREOF, I, WILLIAM J. NEWMAN, State Engineer of Nevada, have hereunto set my hand and the seal of my office, this 13th day of JUNE

A.D. 1979.....
 William J. Newman
 State Engineer

THIS AMENDMENT, entered into the last day, month and year hereinafter written by and between MC CULLOCH PROPERTIES, INC., a Delaware corporation, herein called "Seller", and WINTHROP G. DALE and SHIRLEY S. WEISE, herein (whether one or more) called "Buyer".

W I T N E S S E T H

WHEREAS, on February 28, 1976, Seller and Buyer entered into a Real Estate Purchase Agreement and Escrow Instructions wherein Seller agreed to sell and Buyer agreed to buy a certain parcel of real property described as Parcel 2-2-0-12, Palomino Valley, Washoe County, Nevada, and

WHEREAS, on July 24, 1977, Seller and Buyer entered into an Agreement to Purchase and Sell Water Rights ("Agreement") wherein Seller agreed to sell and Buyer agreed to buy 160 acre feet of water rights to eventually be put to beneficial use on Parcel 2-2-0-12, and

WHEREAS, said Agreement provides that Buyer may not apply for a change of point of diversion and place of use for said water rights to Parcel 2-2-0-12 until said Agreement has been paid in full, all the terms and conditions hereof have been satisfied and Buyer has paid 35% of the principal purchase price for Parcel 2-2-0-12, and

WHEREAS, Seller and Buyer are now desirous of amending said provisions,

NOW THEREFORE, it is mutually covenanted and agreed between the Seller and Buyer that said Agreement is hereby amended as follows:

Notwithstanding any provisions to the contrary contained in said Agreement, prior to January 1, 1981, Buyer may apply, in the name of the Seller, to the Nevada State Water Engineer for a change of point of diversion and place of use to Parcel 2-2-0-12 prior to payment in full of said Agreement and payment of 35% of the principal purchase price of Parcel 2-2-0-12:

Provided that at such time as the new water rights certificate for the 160 acre feet of water is issued by the Nevada State Water Engineer to Seller, but in no event later than January 1, 1981, Buyer will pay or have paid in full said Agreement and 35% of the principal purchase price of Parcel 2-2-0-12. Prior to

full performance of all the terms and conditions of said Agreement and this amendment thereto by Buyer, Buyer agrees that Buyer will not make any use of said water or water rights on said parcel other than what is necessary for the issuance of the new certificate for said water rights.

The payment of said sums and full performance of all the terms and conditions of said Agreement shall also be a condition precedent to the conveyance of the new water rights certificate from Seller to Buyer.

Buyer further covenants and agrees to promptly and precisely follow the procedures established by the Nevada State Water Engineer and Seller for changing the point of diversion and place of use of said water rights in order that the intent of said Agreement may be carried out and said water rights be kept current at all times in accordance with the Rules and Regulations of the Nevada State Water Engineer.

A breach of any covenant, condition or term of this amendment shall constitute an act of default under said Agreement and Seller may pursue Seller's remedies under said Agreement.

All of the terms and conditions of said Agreement not modified, altered or amended by this amendment shall remain in full force and effect.

August 10, 1977
Date of Amendment

Winthrop G. Dale
Winthrop G. Dale (Buyer)
Shirley S. Weise
Shirley S. Weise (Buyer)
MC CULLOCH PROPERTIES, INC. (Seller)
by AREA-WEST, INC., Agent
by: [Signature]
Authorized Officer