THE STATE OF NEVADA

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

Name of applicant:	**LYON COUNTY**
Source:	**UNDERGROUND**
Basin:	**MASON VALLEY**
Manner of Use:	**QUASI-MUNICIPAL**
Period of Use:	**January 1st to December 31st**
Priority Date:	**05/08/2003**

****

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, place and manner of use of the waters of an underground source as heretofore granted under Permit 45718, is issued subject to the terms and conditions imposed in said Permit 45718 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 totalizing meter must be installed and maintained in the discharge pipeline near the point of diversion and accurate measurements must be kept of water placed to beneficial use. The totalizing meter must be installed before any use of the water begins or before the proof of completion of work is filed. 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.

This permit does not extend the permittee the right of ingress and egress on public, private or corporate lands.

The total combined duty of water under Permits 65296, 65297, 65298, 65299, 65300, 65302, 65303, 65358, 69120, 69121, 69122, 71410, 71411, 71412, 71413, 78035, 78036, 78037, 78038 and 78039 shall not exceed 5773.81acre-feet annually.

The total combined duty of water under Permits 78035, 78036, 78037, 78038 and 78039 shall not exceed 147.95 acre feet annually.

The issuance of this permit does not waive the requirements that the permit holder obtain other permits from State, Federal and local agencies.

(Continued on Page 2)

The permittee shall report to the State Engineer on a quarterly basis the effect of pumping the well under this permit on other previously existing wells that are located within 2,500 feet of the well under this permit. Any pumping of water under this permit may be limited or prohibited to prevent any unreasonable adverse effects on an existing domestic well located within 2,500 feet of the well under this permit, unless the holder of this permit and the owner of the domestic well have agreed to alternative measures that mitigate adverse effects.

Any well drilled under Permit 45718 shall be plugged in accordance with the Nevada Administrative Code, Chapter 534.420, and "Regulations for Water Well and Related Drilling" within 60 days from the issuance of this permit.

If any water under this permit is cancelled, withdrawn, or any water is not put to beneficial use, it will revert to the groundwater source and not back to the base water right.

The combined annual duty of permits 78035, 78036, 78037, 78038 and 78039 will be to serve 144 lots of which 106 lots are within the El Rancho Estates No.1 Subdivision and 36 lots located in Southview Estates Units 1, 2 & 3, and Parcels 1& 4 of Parcel Map 97204. No will-serve commitments for other parcels will be honored under these permits unless the purveyor can substantiate such additional use.

The point of diversion and place of use are as described on the submitted application to support this permit.

The amount of water to be appropriated shall be limited to the amount which can be applied to beneficial use, **and not to exceed 1.0 cubic feet per second or 145.71 acre-feet annually.**

Work must be prosecuted with reasonable diligence and proof of completion of work shall be filed on or before: **July 17, 2010**

Water must be placed to beneficial use and proof of the application of water to beneficial use shall be filed on or before: **July 17, 2019**

Map in support of proof of beneficial use shall be filed on or before: **N/A**

IN TESTIMONY WHEREOF, I, TRACY TAYLOR, P.E.,

State Engineer of Nevada, have hereunto set my hand and the seal of my office, this 17th day of **July**, A.D. **2009**

T Taylor, P.E.
State Engineer

Completion of work filed _____

Proof of beneficial use filed _____

Cultural map filed _____

Certificate No. _____ Issued _____

llb

AMENDED

Application No. 78038

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

THIS SPACE FOR OFFICE USE ONLY

Date of filing in State Engineer's Office FEB 13 2009

Returned to applicant for correction FEB 23 2009

Corrected application filed FEB 26 2009 Map filed JUL 21 1999 under 65295

The applicant Lyon County (a political subdivision of the State of Nevada)

P.O. Box 1699 (Street Address or P.O. Box) of Dayton (City or Town)

Nevada, 89403 (State and Zip Code), hereby make(s) application for permission to change the

☒ Point of diversion ☒ Place of use ☒ Manner of use ☐ of a portion

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

Permit 45718

1. The source of water is Underground (Name of stream, lake, underground, spring or other sources.)
2. The amount of water to be changed 1.0 cfs (Second feet, acre-feet. One second foot equals 448.83 gallons per minute.)
3. The water to be used for Municipal (Irrigation, power, mining, commercial, etc. If for stock, state number and kind of animals. Must limit to one major use.)
4. The water heretofore used for Quazi-Municipal and Domestic (If for stock, state number and kind of animals.)
5. The water is to be diverted at the following point (Describe as being within a 40-acre subdivision of public survey and by course and distance to a found section corner. If on unsurveyed land, it should be stated.)

   NW 1/4 SE 1/4, Sec. 15; T.13N., R.25.E., M.D.B.&M., or at a point from which the SE corner of said Section 15 bears S. 44° 56' 13" E., a distance of 1,928.0 feet. (City Well No. 1, map under 65295)

6. The existing point of diversion is located within (If point of diversion is not changed, do not answer.)

   SE1/4 SW 1/4 Section 3, T.13N., R.26E., M.D.B.&M., or at a point for which the South 1/4 corner of said Section 3 bears S. 76° 30' E., a distance of 1364.0 feet. (refer to maps under 31565 ~~and 41985~~)

   (see Cert. 9865 for bearing + dic)

KWC 2/27/09

78038

7. Proposed place of use (Describe by legal subdivisions. If for irrigation, state number of acres to be irrigated.)

See Exhibit "A" and accompanying map.

8. Existing place of use (Describe by legal subdivisions. If changing place of use and/or manner of use of irrigation permit, describe acreage to be removed from irrigation.)

SE1/4 NW1/4 Section 10 T.13N., R.26E., Lyon County Nevada known as El Rancho Estates, Lots #1 Thru #102 and Parcels A;B;C; & D; and E1/2 SW1/4 Section 3 and NE1/4 NW1/4 Section 10 T.13N., R.26E., MDB&M., and ~~E1/2, W1/2~~ SE 1/4 Section 3, T.13N., R.26E., and N1/2 NE1/4 Section 10, T.13N, R.26E, MDB&M., Lyon County Nevada. Excluding Lots 1, 2, 3, 5, 6, 7, 12, 15, 16, 17, 18, 20, 23, 29, 34 and 39 Southview Estates Units 1, 2, and 3 KWC 2/27/09

9. Proposed use will be from January 1st (Month and Day) to December 31st (Month and Day) of each year.

10. Existing use permitted from January 1st (Month and Day) to December 31st (Month and Day) of each year.

11. Description of proposed works. (Under the provision of NRS 535.010 you may be required to submit plans and specifications of your diversion or storage works.)(State manner in which water is to be diverted, i.e. diversion structure, ditches, pipes and flumes or drilled well, pump and motor, etc.)

New transmission main, booster station, backup generator, water tank, and distribution lines.

12. Estimated cost of works $3,200,000.00

13. Estimated time required to construct works Work will be complete by June 2009 (If well completed, describe well.)

14. Estimated time required to complete the application of water to beneficial use 10 Years

15. Provide a detailed description of the proposed project and its water usage (use attachments if necessary): (Failure to provide a detailed description may cause a delay in processing.)

See Exhibit "B".

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16. Miscellaneous remarks:

775-851-4788
Phone No.

kate@fweng.com
E-mail

By Kathryn S. Nelson
Print or type name clearly

Kathryn
Signature, applicant or agent

Farr West Engineering
Company Name

5442 Longley Lane, Suite B
Street Address or P.O. Box

Reno, Nevada 89511
City, State, Zip Code

APPLICATION MUST BE SIGNED BY THE APPLICANT OR AGENT

$150 FILING FEE AND SUPPORTING MAP MUST ACCOMPANY APPLICATION

EXHIBIT "A"

PROPOSED PLACE OF USE

Township 12 North, Range 25 East, M.D.M.

All of Sections 1 through 12; and the NW ¼, the NE ¼, the N ½ of the SW ¼, and the N ½ of the SE ¼ of Section 16.

Township 12 North, Range 26 East, M.D.M.

All of Sections 2 through 11.

Township 13 North, Range 25 East, M.D.M.

All of Sections 1 through 36.

Township 13 North, Range 26 East, M.D.M.

All of Sections 2 through 6; 7 through 11; 14 through 18; 19 through 23; 26 through 30; and 31 through 35.

Township 14 North, Range 25 East, M.D.M.

All of Sections 25 through 36.

Township 14 North, Range 26 East, M.D.M.

All of Sections 26 through 35.

STATE ENGINEER'S OFFICE
2009 FEB 27 PM 2:38

EXHIBIT "B"

Detailed Description

The water associated with Permits 31565, 41985, 45718, 54391, and 59367 is currently being used to serve 94 single family homes within the Southview Estates Units 1, 2, 3, and El Rancho Estates subdivision (parcel/subdivision maps are recorded in the Lyon County Recorder's Office under Document Numbers 105088, 105384, 106570, 14664, and 97204). Within the current service area there are approximately 63 vacant lots, and 14 lots that have their own wells. Also there are 11 lots that are adjacent to the existing waterlines but are not included within the current service area, but will be included in the proposed place of use.

The City of Yerington will take over ownership of the Crystal Clear Water System once the construction and water right transfer is complete. A copy of the asset purchase and sale agreement between Lyon County and the City of Yerington is attached as Exhibit "C". The City of Yerington is in the process of developing a proposal for a domestic well credit program within the Mason Valley. The proposed place of use reflects the place of use that conforms to the City of Yerington's master plan.

STATE ENGINEER'S OFFICE
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RECEIVED

ASSET PURCHASE AND SALE AGREEMENT

This asset purchase and sale agreement ("**Agreement**") is made and entered into effective January 26, 2009 (the "**Effective Date**") in Yerington, Nevada by and between the CITY OF YERINGTON, a political subdivision of the State of Nevada, 102 South Main Street, Yerington, NY, 89447 (the "**City**") and LYON COUNTY, a political subdivision of the State of Nevada, 27 South Main Street, Yerington, NY, 89447 ("**COUNTY**"). City and County are the only parties to this Agreement and are at times referred to herein singly as a "**Party**" and collectively as the "**Parties.**"

RECITALS

A. County owns Crystal Clear Water Company's assets, which include a water tank, booster station with pump, and length of piping connecting the two and carrying water offsite; plus certain current and active certificated and/or permitted underground water rights and an express, written easement and/or right-of-way from all land owners with parcels crossed, burdened, benefited or otherwise affected by the tank, booster station or piping, including the United States Bureau of Land Management, and certain other real property and intellectual property interest, including goodwill, related to the tank, station and piping, all as more specifically described in Exhibit A hereto and the Figure 1 thereto (singly and collectively, the "**Water System**").

B. County wishes to sell the Water System to City, and City wishes to buy the Water System from County.

In consideration of this Agreement's covenants and undertakings, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. CONVEYANCE / PURCHASE PRICE. County hereby transfers, assigns, sells and conveys to City all right, title and interest in and to the Water System in return for payment from City at Closing of One Dollar ($1).

2. CLOSING. The purchase and sale provided for herein shall occur only upon final approval of the Water System by both Parties and all governmental agencies with jurisdiction over same, including but not limited to the United States Department of Agriculture and all Nevada state agencies with AB 198 oversight and/or compliance authority and jurisdiction over the Water System, whichever is later ("**Closing**"). Subject to Section 6 hereof, the Parties' mere failure to consummate the purchase and sale provided for herein as per the timeline detailed in this Section 2 shall not result in this Agreement's automatic termination and will not necessarily relieve either Party of any obligation hereunder.

2.1 Closing Obligations. At the Closing:

2.1.1 County shall deliver to City any and all of the following that are within County's dominion, control or possession: (i) all files, contracts, agreements, documents, leases, deeds, assignments, security agreements, mortgages, deeds of trust, leases, licenses, financing statements, security instruments, property tax statements or assessments, surveys, environmental reports, studies, architectural plans, drawings, as-built plans, designs, proposals, supplier lists, maps, insurance policies, licenses, permits, approvals, consents, variances, notices, records, correspondence and other items, in whatever media or form, pertaining or relating to the Water System; (ii) all fixtures, machinery, equipment and other tangible personal property owned by the County and relating to or a part of the Water System; (iii) all of the County's books and records regarding the Water System; (iv) contracts, agreements, letters of intent and other documents relating to the Water System and to which the County is a signatory or by which the County is or may be bound; (vi) all other documents, items and materials regarding the Water System; and (v) all confirmations reasonably requested by City that, prior to Closing, the County has changed the underlying water rights' points of diversion and place of use (as hereby requested, directed and specified by the City).

2.1.2 City shall deliver to County the purchase price provided for in Section 1 above.

3. COUNTY REPRESENTATIONS AND WARRANTIES. County represents and warrants to and for the benefit of City that each of the following are true, correct and complete as of the date of this Agreement and will be true, correct and complete on and as of Closing:

3.1 Authority. County has the full legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein.

3.2 No Breach; Binding Effect. Neither the execution nor the delivery of this Agreement nor the consummation of the transaction contemplated herein conflicts with, or will result in a breach of, any agreement to which the County is a party, or by which County is bound.

3.3 Disclosure of Liabilities. There are no debts, obligations, claims and/or liabilities affecting the Water System, of any kind, character or description, whether accrued, absolute, secured or unsecured, contingent or otherwise – except as already known to or disclosed to City in writing within two (2) calendar days from the Effective Date. More specifically, the County has fully complied with Assembly Bill 198 grant and loan mandates, and all resulting United States Department of Agriculture requirements (collectively, "A.B. 198 & USDA Requirements"), which concern the Water System. These A.B. 198 & USDA Requirements may permissibly be assumed by City at Closing.

3.4 Litigation. There is no litigation to which the Water System is or might be subject.

3.5 Filings, Taxes & Other Payments Due. County has timely filed all requisite federal, state, county and municipal filings concerning the Water System, if any, and paid all assessments and penalties due thereon.

3.6 Title to the Water System. County is the owner, beneficially and of record, of all of the Water System, free and clear of all liens, encumbrances, security agreements, equities, grants, options, claims, charges, and restrictions. There are no outstanding options, warrants, rights or other agreements for the purchase or acquisition of any interest in the Water System. County has full power to transfer the Water System to City without obtaining the consent or approval of any other person, entity or other governmental authority. Concerning the respective water rights being purchased by City as part of the Water System, all necessary applications, filings and proofs of beneficial use have been filed to maintain those rights and assigned permit(s) current and in good standing.

3.7 Insurance. Any and all insurance policies that provide coverage with respect to the Water System: (i) are valid, outstanding and enforceable, (ii) are issued by an insurance carrier that is financially sound; and (iii) will continue in full force and effect up to Closing.

3.8 Third Party Consents. The execution, delivery and performance of this Agreement by County does not require notice to, or the consent or approval of, any third party or other governmental agency.

4. COVENANTS OF COUNTY PRIOR TO CLOSING. Between the Effective Date and the Closing:

4.1 Access and Investigation. County shall furnish City with copies of all documents and data that City may reasonably request regarding the Water System.

4.2 Preservation of Assets. County shall preserve and maintain the Water System in a manner consistent with prudent business practices. County shall not, before Closing, sell or enter into any contract or commitment to sell any or all of the Water System to any third party.

4.3 Additional Liabilities. Except as disclosed pursuant to Section 3.3 above, County shall not secure any debts, liabilities or obligations with the Water System, without the City's prior written consent.

4.4 No Default. County shall not act or fail to do any act, or permit any act or omission to act, which will have a material adverse impact upon the Water System.

4.5 Risk of Loss. Prior to Closing, County shall bear all risk of loss with respect to the Water System.

4.6 Legacy Knowledge. For each of the six (6) months following Closing, County shall provide City free-of-charge with up to six (6) man hours of hands-on guidance and assistance concerning the Water System's operation and protocols. Additionally, during that 6-month period, County shall provide also City with supplementary hands-on guidance and assistance in the event of an emergency or on a reasonable as-needed basis to facilitate the transfer of ownership provided for herein.

4.7 Additional Duties. After the Effective Date and continuing in perpetuity, County shall obtain by condemnation, dedication or purchase written easements, rights-of-way and/or other permissions not yet obtained on the Effective Date but which are required for the Water System to exist in its current incarnation without City needing to fear the interference of any party for want of such authorization(s).

5. CONDITIONS PRECEDENT TO CITY'S OBLIGATION TO CLOSE. City's obligation to purchase the Water System at Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by City, in whole or in part):

5.1 Accuracy of Representations and Warranties. All of County' representations and warranties contained in this Agreement (considered collectively), and each of those representations and warranties (considered individually), must have been accurate as of the Effective Date and must be accurate on and as of the date of Closing as if made on the date of Closing.

5.2 County's Performance. All of the covenants and obligations that County is required to perform or to comply with pursuant to this Agreement (considered collectively), and each of such covenants and obligations (considered individually), must have been duly performed and complied with in all material respects.

5.3 No Proceedings. Since the Effective Date, there must not have been commenced or threatened against County or the Water System any claim or proceeding: (i) involving any challenge to, or seeking damages or other relief in connection with, the transaction contemplated herein; (ii) that may have the effect of preventing, delaying, making illegal or otherwise interfering with such transaction; or (iii) directly or indirectly relating to the Water System.

6. TERMINATION.

6.1 Termination Events. This Agreement may, by notice given prior to or at the Closing, be terminated: (i) by either Party if a material breach of any provision of this Agreement has been committed by the other Party and such breach has not been waived; (ii) by City if any of the conditions to Closing have not been satisfied as of Closing or if satisfaction of such condition is or becomes impossible and City has not waived such condition on or before Closing; or (iii) by the Parties' mutual consent.

6.2 Effect of Termination. Each Party's right of termination under Section 6.1 is in addition to any other rights such Party may have under this Agreement or otherwise, and the exercise of a right of termination shall not be an election of remedies.

7. INDEMNIFICATION; REMEDIES.

7.1 Indemnification and Payment of Damages by County. County shall indemnify, defend and hold harmless City and the Water System ("**City's Indemnified Persons**") from and against, and shall reimburse City's Indemnified Persons for, any loss,

liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees, consultants' fees, and expert witness' fees) or diminution of value, whether or not involving a third-party claim (collectively, "**Damages**"), arising, directly or indirectly, from or in connection with: any breach of any representation or warranty made by County herein; any breach by County of any covenant or obligation provided for herein; any claim arising directly or indirectly from any act, event or omission that occurred on or prior to the date of Closing relating to the Water System.

7.2 **Indemnification and Payment of Damages by City.** City shall indemnify, defend and hold harmless County from and against and will reimburse County for, and will pay to County the amount of, any Damages arising, directly or indirectly, from or in connection with any breach by City of any covenant or obligation of City in this Agreement.

8. GENERAL PROVISIONS

8.1 **Miscellaneous.** The exhibit(s) referenced in this Agreement are hereby incorporated herein by this reference as though expressly set forth herein. When used in this Agreement, the terms defined herein when initially capitalized will have the meanings ascribed to them. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one instrument. Facsimile and photocopied signatures bind the Parties and do not affect this Agreement's validity. Each Party is an independent contractor to the other Party, and is not an agent, partner, or joint venturer with the other Party for any purpose. The Parties have no authority to assume or create any obligation for or on behalf of the other Party, whether express or implied. This Agreement's title, headings (and parenthetical references thereto) and terms used to refer to the Parties are for reference only and do not define, limit, construe or describe this Agreement's scope or extent. All decisions to be made by a Party hereunder shall be at such Party's sole and arbitrary discretion, except as otherwise expressly provided for herein. This Agreement shall be construed fairly with no inference drawn against the drafting Party. Any provision herein that may reasonably be interpreted as being intended by the Parties to survive this Agreement's termination or expiration shall do so.

8.2 **Governing Law; Jurisdiction / Venue.** This Agreement will be exclusively interpreted, construed and enforced in a state court in Lyon County, Nevada under Nevada law (without reference to its choice of law rules). Except as may otherwise be provided herein, no action by any Party against another for breach hereof will be limited to breach of contract remedies. THE PARTIES HEREBY CONSENT TO SUCH VENUE, GOVERNING LAW, AND THE JURIDICTION OF SUCH COURT.

8.3 **Entire Agreement.** This Agreement sets forth the Parties' entire agreement and understandings relating to the subject matter herein and merges and supersedes all of the Parties' prior agreements, writings and understandings. This Agreement (and any waiver of any rights herefrom) shall not be amended or modified unless in a writing signed by the Parties.

8.4 **Legal Expenses.** The prevailing Party in any legal action brought by one Party against another (and relating hereto) shall be entitled, in addition to all other rights and remedies it

may have, to reimbursement for its expenses, including court costs and reasonable attorneys' and expert witness fees and expenses.

8.5 Benefit. This Agreement binds (and inures to the benefit of) the Parties, and the Parties' respective heirs, assigns, successors, and legal representatives, subject to any and all assignment restrictions set forth herein. Nevertheless, this Agreement is not a third party beneficiary contract and is not for any third party's benefit (and no third party shall have any claim or right of action hereunder).

8.6 Severability / Waiver. If any term hereof is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in force and effect as if such invalid or unenforceable term was not included. No delay, omission, or failure to exercise any right or remedy provided for herein shall be deemed to be a waiver thereof or an acquiescence in the event giving rise to such remedy (but every such right or remedy may be exploited as the Party exercising it deems expedient).

8.7 Assignment. This Agreement (and/or the respective rights and obligations arising herefrom) shall not be assigned or transferred by either Party, or to or by any third party (including by court order, operation of law, merger, statute, regulation, ordinance or otherwise) without the other Party's prior express written consent. Any attempt by a Party to assign this Agreement will be ineffective.

8.8 Notice. Any notice given hereunder shall be in writing and effective upon confirmed delivery to the appropriate Party by personal delivery, recognized overnight delivery service, or five (5) business days after being sent via first class mail postage prepaid at/to the respective Party's address set forth at the beginning of this Agreement (or at/to such other address as a Party may provide by written notice to the other Party from time to time).

8.9 INDEPENDENT INVESTIGATION. EACH PARTY HAS: INDEPENDENTLY EVALUATED THE DESIRABILITY OF ENTERING INTO THIS AGREEMENT AND IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT NOT SET FORTH HEREIN; AND HAS BEEN AFFORDED THE OPPORTUNITY TO SEEK LEGAL COUNSEL WITH REGARDS TO ITS RIGHTS AND OBLIGATIONS AND HAS CONSULTED OR REFUSED SUCH COUNSEL, AND ACCORDINGLY NEGOTIATED THIS AGREEMENT.

8.10 Execution. The Parties have executed this Agreement by duly authorized representative and acknowledge that they understand and agree to be bound by it.

78038

CITY OF YERINGTON
A Political Subdivision of the State of Nevada
By: Douglas L. Homestead, Mayor

1/26/09

Linda Huntsberger
ATTESTED TO BY: Linda Huntsberger,
Yerington City Clerk

APPROVED AS TO FORM:

26 Jan 09
Charles S. Zumpft, Esq.
Brooke • Shaw • Zumpft
Counsel to the City of Yerington
Asset Purchase & Sale
Agt. Crystal Clear Water

LYON COUNTY
A Political Subdivision of the State of Nevada
By: Phyllis Hunewill, Board Chairman

Phyllis Hunewill

Nikki Bryan
ATTESTED TO BY: Nikki Bryan,
Lyon County Clerk

APPROVED AS TO FORM:

Robert Auer, Esq.
Lyon County District Attorney

CERTIFIED COPY
The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.
DATE: 2-5-09
NIKKI A. Bryan, County Clerk and Clerk of the Third Judicial District Court of the State of Nevada, in and for Lyon County.
By Nicole B Adams
Deputy

Exhibit A

Current and Active Underground Water Rights

31565	Certificated	143.47 Annual Acre Feet ("AFA")	Underground Source
41985	Permitted	18.29 AFA	Underground Source
45718	Permitted	145.71 AFA	Underground Source
54391	Permitted	2.24 AFA	Underground Source
59367	Permitted	2.24 AFA	Underground Source

The foregoing water rights are being pumped from three diversion points.