



THE STATE OF NEVADA

PERMIT TO CHANGE THE PUBLIC WATERS OF THE STATE OF NEVADA HERETOFORE APPROPRIATED

Name of applicant: WASHOE COUNTY BY AND THROUGH
TRUCKEE MEADOWS WATER AUTHORITY

Source: TRUCKEE RIVER

Basin: TRUCKEE CANYON SEGMENT

Manner of Use: MUNICIPAL

Period of Use: AS DECREED

Priority Date: AS DECREED

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 a portion of the waters of the Truckee River as heretofore granted under Claims 48 and 49, Truckee River Decree is issued subject to the terms and conditions imposed in said decree and with the understanding that no other rights on the source will be affected by the change proposed herein. A suitable measuring device must be installed and accurate measurements of water placed to beneficial use must be kept.

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

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

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

(Continued on Page 2)

The amount of water to be appropriated shall be limited to the amount which can be applied to beneficial use, and not to exceed 0.0765 cubic feet per second or 15.81 acre-feet as decreed.

Work must be prosecuted with reasonable diligence and proof of completion of work shall be filed on or before:

N/A

Water must be placed to beneficial use and proof of the application of water to beneficial use shall be filed on or before:

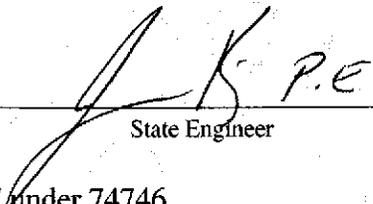
February 25 2021

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

N/A

IN TESTIMONY WHEREOF, I, JASON KING, P.E.,

State Engineer of Nevada, have hereunto set my hand and the seal of my office, this 25th day of February, A.D. 2011



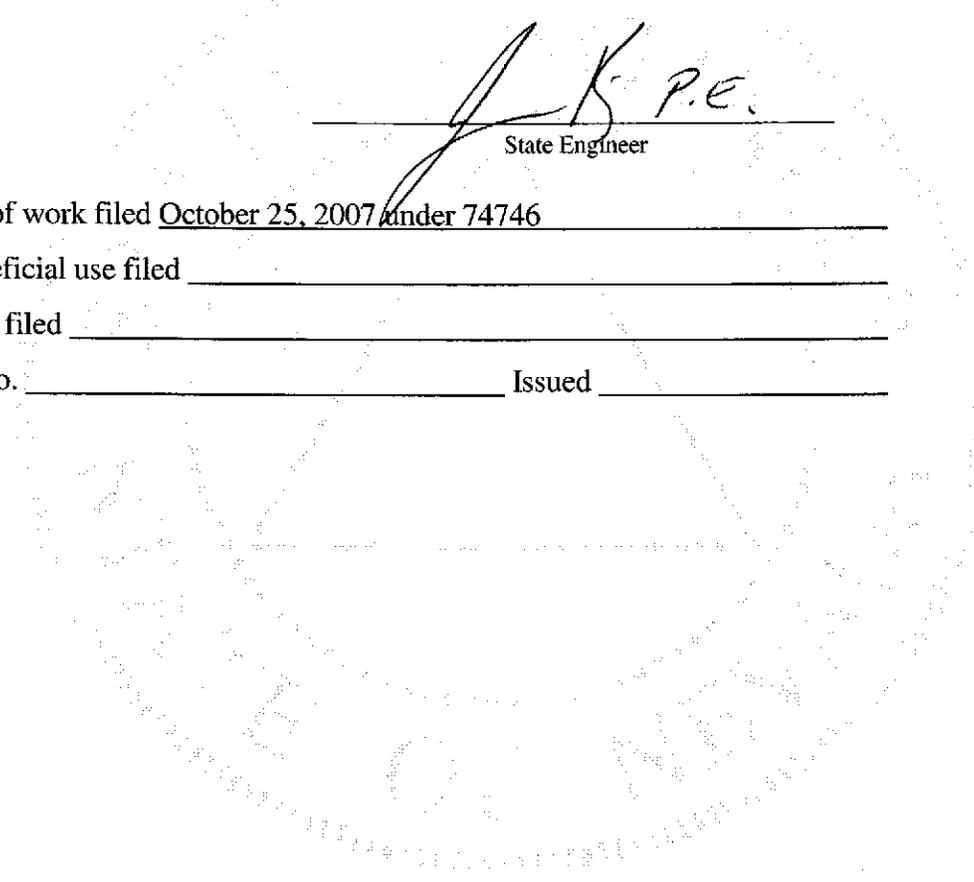
State Engineer

Completion of work filed October 25, 2007 under 74746

Proof of beneficial use filed _____

Cultural map filed _____

Certificate No. _____ Issued _____



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 NOV 03 2010
Returned to applicant for correction _____
Corrected application filed _____ Map filed OCT 13 2008 under 77478

The applicant Washoe County by and through Truckee Meadows Water Authority
P.O. Box 30013 of Reno
Street Address or PO Box City or Town
Nevada 89520-3013 hereby make(s) application for permission to change the
State and ZIP Code

- Point of diversion Place of use Manner of use of a portion

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

Claim or Right No. 48 and 49 of the Truckee River Decree, said Decree entered by the District Court of the United States for Nevada in that certain action entitled, "The United States of America, Plaintiff vs. Orr Water Ditch Company, et al., Defendants", in Equity Docket A-3).

1. The source of water is Truckee River
Name of stream, lake, underground, spring or other sources.

2. The amount of water to be changed 15.80 afa along with a pro-rata share of the diversion rate
Second feet, acre-feet. One second foot equals 448.83 gallons per minute.

3. The water to be used for Municipal/Domestic
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 As Decreed
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.)

The points of diversion of Truckee Meadows Water Authority's existing water treatment plants and Washoe County's Induction Well #4 as described in attached Exhibit "A" and as shown on the map supporting Permit No. 77478 on file with the Division of Water Resources, State of Nevada.

6. The existing point of diversion is located within (If point of diversion is not changed, do not answer.)
The NE ¼ SW ¼ of Section 31, T 19N, R 18E, MDB&M, or at a point from which the southeast corner of said Section 31, bears South 62° 04' East, a distance of 3,195.0 feet, (Steamboat Canal per the Orr Ditch Decree).

91-WA

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

See attached Exhibit "B" as described in Permit No. 77478 and shown on the map accompanying said Permit on file with the Division of Water Resources, State of Nevada.

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.)

3.95 acres situate in the SE 1/4 of Section 16, T 19N, R 18E, MDB&M. Said 3.95 acres are being stripped from the following: DTR 48, 0.22 acres, 038-132-19, 0.75 acres, Blue Heron Circle & 0.19 acres Deer Mountain Road; DTR 49, 0.33 acres Old Town Road & 2.46 acres, Warrior Lane (see #15 & #16 for additional information).

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

10. Existing use permitted from as Decreed to as Decreed of each year.
Month and Day Month and Day

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.)

The water will be diverted from river, treated and placed into TMWA's distribution system.

12. Estimated cost of works Completed

13. Estimated time required to construct works Completed

If well completed, describe well.

14. Estimated time required to complete the application of water to beneficial use Ten (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.)

Water is to be used for municipal service from TMWA. A Water Sale Agreement between WC and TMWA is attached hereto as Exhibit "C" leasing TMWA the water rights to serve projects within its retail service area.

16. Miscellaneous remarks:

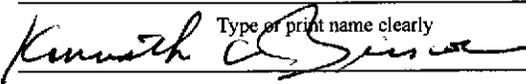
Washoe County is the title holder pursuant to the "Final Judgment Pursuant to Stipulation for Entry of Judgment", CV08-00848, recorded on 12/03/2008 as Doc No. 3709639, Official Records of Washoe County, NV.

E-mail Address
775-834-8021

Phone No.

APPLICATION MUST BE SIGNED
BY THE APPLICANT OR AGENT

Kenneth C. Briscoe

Type of print name clearly


Signature, applicant or agent
Truckee Meadows Water Authority

Company Name
P.O. Box 30013

Street Address or PO Box
Reno, Nevada 89520-3013

City, State, ZIP Code

EXHIBIT "A"

The following describes the multiple points of diversion for Truckee Meadows Water Authority's Water Treatment Plants and Facilities and Washoe County's Hidden Valley Induction Well #4, which are shown on the map accompanying Permit No. 77478 on file with the State of Nevada, Division of Water Resources, more particularly described as follows:

STEAMBOAT CANAL (HUNTER CREEK RESERVOIR) Detail 1:

The point of diversion is situate within the Northeast one-quarter of the Southwest one-quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 31, T.19N., R.18E., M.D.B.&M., Washoe County, Nevada, from said point of diversion, the Southeast corner of said Section 31 bears South 62°04' East, a distance of 3,195.00 feet.

KATZ DITCH (VERDI FLUME) Detail 2:

The point of diversion is situate within the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 19, T. 19N., R. 18E., M.D.B.&M., Washoe County, Nevada from said point of diversion, the Southeast corner of said Section 19 bears South 39°58' East, a distance of 845.00 feet.

HIGHLAND DITCH (HIGHLAND RESERVOIR) Detail 3:

The point of diversion is situate within the Southwest one-quarter of the Southeast one-quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 9, T.19N., R.18E., M.D.B.&M., Washoe County, Nevada, from said point of diversion, the Southeast corner of said Section 9 bears South 75°16' East, a distance of 1,650.00 feet.

ORR DITCH (CHALK BLUFF TREATMENT PLANT) Detail 4:

The point of diversion is situate within the Northeast one-quarter of the Southwest one-quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 17, T.19N., R.19E., M.D.B.&M., Washoe County, Nevada, from said point of diversion, the Southwest corner of said Section 17 bears South 44°40' West, a distance of 3,211.00 feet.

ORR DITCH PUMP STATION (CHALK BLUFF TREATMENT PLANT) Detail 5:

The point of diversion is situate within the Northeast one-quarter of the Southeast one-quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 17, T.19N., R.19E., M.D.B.&M., Washoe County, Nevada, from said point of diversion, the Northeast corner of said Section 17 bears North 15°39'36" East, a distance of 3,264.77 feet.

IDLEWILD TREATMENT PLANT Detail 6:

The point of diversion is situate within the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 10, T.19N., R.19E., M.D.B.&M., Washoe County, Nevada, from said point of diversion, the Southeast corner of said Section 10 bears South 69°57'58" East, a distance of 842.34 feet.

NORTH TRUCKEE DITCH (GLENDALE TREATMENT PLANT) Detail 7:

The point of diversion is situate within the Southwest one-quarter of the Northeast one-quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 7, T.19N., R.20E., M.D.B.&M., Washoe County, Nevada, from said point of diversion, the Northeast corner of said Section 7 bears North 39°28' East, a distance of 3,015.00 feet.

WASHOE COUNTY (HIDDEN VALLEY INDUCTION WELL #4) Detail 8:

The point of diversion is situate within the West one-half of the Northwest one-quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 16 T.19N., R.20E., M.D.B.&M., Washoe County, Nevada from said point of diversion, the West one-quarter corner of Section 21, T.19N., R.20E., M.D.B.&M. bears South 09°54'07" West, a distance of 6929.94 feet.

EXHIBIT "B"
PROPOSED PLACE OF USE

<u>DIVISION</u>	<u>SECTION</u>	<u>T-N</u>	<u>R-E</u>	
ALL	1 - 5	18	18	M.D.B. & M.
E ½	6 & 7	18	18	M.D.B. & M.
ALL	8 - 17	18	18	M.D.B. & M.
E ½	18 & 19	18	18	M.D.B. & M.
ALL	20 - 29	18	18	M.D.B. & M.
E ½	30 & 31	18	18	M.D.B. & M.
ALL	32 - 36	18	18	M.D.B. & M.
ALL	1 - 5	19	18	M.D.B. & M.
E ½	6 & 7	19	18	M.D.B. & M.
ALL	8 - 17	19	18	M.D.B. & M.
E ½	18 & 19	19	18	M.D.B. & M.
ALL	20 - 29	19	18	M.D.B. & M.
E ½	30 & 31	19	18	M.D.B. & M.
ALL	32 - 36	19	18	M.D.B. & M.
ALL	1 - 5	20	18	M.D.B. & M.
E ½	6 & 7	20	18	M.D.B. & M.
ALL	8 - 17	20	18	M.D.B. & M.
E ½	18 & 19	20	18	M.D.B. & M.
ALL	20 - 29	20	18	M.D.B. & M.
E ½	30 & 31	20	18	M.D.B. & M.
ALL	32 - 36	20	18	M.D.B. & M.
ALL	1 - 5	21	18	M.D.B. & M.
E ½	6 & 7	21	18	M.D.B. & M.
ALL	8 - 17	21	18	M.D.B. & M.
E ½	18 & 19	21	18	M.D.B. & M.
ALL	20 - 29	21	18	M.D.B. & M.
E ½	30 & 31	21	18	M.D.B. & M.
ALL	32 - 36	21	18	M.D.B. & M.
ALL	1 - 36	17	19	M.D.B. & M.
ALL	1 - 36	18	19	M.D.B. & M.
ALL	1 - 36	19	19	M.D.B. & M.
ALL	1 - 36	20	19	M.D.B. & M.
ALL	1 - 36	21	19	M.D.B. & M.
ALL	5 & 6	16	20	M.D.B. & M.
ALL	1 - 36	17	20	M.D.B. & M.
ALL	2 - 35	18	20	M.D.B. & M.
W ½	36	18	20	M.D.B. & M.
ALL	1 - 12	19	20	M.D.B. & M.
N ½	13	19	20	M.D.B. & M.
ALL	14 - 23	19	20	M.D.B. & M.
ALL	26 - 35	19	20	M.D.B. & M.
ALL	06, 07 & 18	19	21	M.D.B. & M.
ALL	1 - 36	20	20	M.D.B. & M.
ALL	1 - 36	21	20	M.D.B. & M.
ALL	1 - 36	20	21	M.D.B. & M.
ALL	1 - 36	21	21	M.D.B. & M.

See supporting map on file under Permit No. 77478.

EXHIBIT "C"

DOC # 3926809

09/28/2010 10:01:20 AM

Requested By
 WASHOE COUNTY WATER RESOURCES
 Washoe County Recorder
 Kathryn L. Burke - Recorder
 Fee: \$0.00 RPTT: \$0.00
 Page 1 of 15

APN: N/A
 When Recorded, Return to:
 Washoe County Dept. of Water Resources
 4930 Energy Way
 Reno, NV 89502



CORRECTION

WATER SALE AGREEMENT

The parties to this agreement are WASHOE COUNTY, a political subdivision of the State of Nevada, and the TRUCKEE MEADOWS WATER AUTHORITY ("TMWA"), a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277.

WHEREAS, Washoe County and Sierra Pacific Power Company predecessor to Truckee Meadows Water Authority entered into that certain Water Sale Agreement attached hereto as Exhibit "A", filed in the Washoe County Recorder's office on July 22, 1986, Document No. 1086809, Official Records; and

WHEREAS, in Exhibit "A", Parcel A of said Document No. 1086809, Washoe County leased to Sierra Pacific Power Company, from TR Claim 49 15.80 AF of water rights appurtenant to streets dedicated to Washoe County on the official tract map of "Blue Heron Park Subdivision Unit #1, Tract Map #749"; and

WHEREAS, in Nevada District Court, Court Case No. CV08-00848, a judgment was entered into by all parties distributing all the water rights assigned to TR Claims 48 and 49. Furthermore, the Nevada Division of Water Resources Truckee River maps, specifically TR Map 064, was updated to include the new distribution of water and it was determined that there was only 11.16 AF of water rights appurtenant to dedicated streets on said Tract Map #749 and not the 15.80 AF originally described in Document No 1086809; thereby leaving a water right difference of 4.64 AF; and

WHEREAS, the intent and purpose of this document is to correct the legal description to include stripping of water rights from land owned by Washoe County in both TR Claims 48 and 49 to make up the entire 15.80 AF from said Document No. 1086809; and

WHEREAS, Washoe County desires to make the 15.81 AF of water rights available to TMWA described herein in Exhibit "B"; so, that TMWA may supply water to those certain lands described in Exhibit "C" attached hereto and incorporated herein.

(Mstr. Wtr. Sale Agree.)

THEREFORE, the parties agree as follows:

1. Sale

During the term of this agreement Washoe County shall sell and TMWA shall purchase the water available under the water rights described in Exhibit "B".

2. Term

The sale of the water shall be for a term of ninety-nine (99) years from the date of execution of this agreement. This agreement may be renewed at the end of the term for an equal period of time upon thirty (30) days' prior written notice from TMWA to Washoe County.

3. Consideration

TMWA shall pay on behalf of Washoe County the assessments described below, shall obtain and pay for any transfers and permits which may be required to use the water for municipal, industrial and domestic purposes, and shall provide service as described below.

4. Purposes

TMWA agrees to use the water or a sufficient amount of other water available to TMWA to provide water service within the parcel of land described as Exhibit "C" so long as the parcel of land remains within the geographic limits of TMWA's water service area as approved by its Board.

5. Assessments

TMWA shall pay when due all ditch, water storage and other assessments of every kind and nature which may hereafter become due on the water purchased.

6. Liens and Encumbrances

During the term of this Agreement or of any renewed Agreement, TMWA shall not place any liens or encumbrances on the water rights under which the water is used, and shall keep the same free and clear of all liens and encumbrances arising out of any work performed, material furnished, or obligations incurred by TMWA.

7. Termination

Washoe County may, with approval of the State Engineer consistent with the provisions of Chapters 278 and 117 of the NRS, terminate this Agreement if at any time during the term TMWA no longer has a legal right granted by the State of Nevada to serve the parcel described as Exhibit "C" or said parcel no longer requires water service from TMWA. In the event a portion of the parcel is removed from and therefore ceases to be within the water service area approved by TMWA, Washoe County may terminate this agreement only as to a prorated portion of the whole

(Mstr. Wtr. Sale Agree.)

parcel removed from such service area. The percentage of water subject to termination shall equal the percentage of land removed from TMWA's service area when compared to the entire parcel. The termination of this agreement shall be effective thirty (30) days after service of written notice of termination on TMWA. Upon the expiration of the thirty (30) day period, this agreement shall become null and void as to the terminated water sales and the water shall revert automatically to Washoe County.

8. Assignment

TMWA shall not assign the water or any part thereof or any right or privilege connected therewith, except upon the written consent of Washoe County. Any consent by Washoe County is not a consent to a subsequent assignment, sublease, or use by other persons.

9. Inurement; Binding Effect

This agreement shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns.

10. Merger

This agreement embodies the entire understanding of the parties, and there are no terms, covenants or conditions other than those set forth. This agreement may be amended only by a document in writing executed by both parties with the same formality with which this agreement was executed.

11. Waiver

A waiver of any breach of any provision of this agreement shall not be construed to be a waiver of any preceding or succeeding breach.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year written below

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(Mstr. Wtr. Sale Agree.)

WASHOE COUNTY

TRUCKEE MEADOWS WATER
AUTHORITY

BY: *David E. Huhke*

BY: *John A. Erwin*

NAME: DAVID E. HUHKE

NAME: John A. Erwin

TITLE: Chairman, Washoe County
Commission

TITLE: Dir. Natural Resources Planning & Management

DATE: September 14, 2010

DATE: 20 Jul 2010

ATTEST:

Amy L. Harvey, Chief Deputy for
Amy Harvey, Washoe County Clerk

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on July 20, 2010, by JOHN A. ERWIN, Director, Natural Resources Planning and Management, on behalf of said Joint Powers Authority therein named.

Kenneth C. Briscoe
Notary Public



(Mstr. Wtr. Sale Agree.)

EXHIBIT A

1086809

WATER SALE AGREEMENT

1
2 The parties to this agreement are WASHOE COUNTY, a political
3 subdivision of the State of Nevada, and the SIERRA PACIFIC POWER COMPANY,
4 a Nevada corporation, (Sierra Pacific).

5 WHEREAS, Washoe County is the owner of the 23.76 acre feet
6 of water rights appurtenant to the lands described in Exhibit A;

7 WHEREAS, Washoe County desires to make the water available
8 under those water rights available to Sierra Pacific so that Sierra Pacific
9 may supply water to Exhibit B.

10 THEREFORE, the parties agree as follows:

11 1. Sale

12 During the term of this agreement Washoe County shall sell
13 and Sierra Pacific shall purchase the water available under the water
14 rights described in Exhibit A.

15 2. Term

16 The sale of the water shall be for a term of ninety-nine (99)
17 years from the date of execution of this agreement. This agreement may
18 be renewed at the end of the term for an equal period of time upon thirty
19 (30) days prior written notice from Sierra Pacific to Washoe County.

20 3. Consideration

21 Sierra Pacific shall pay on behalf of Washoe County the assessments
22 described below, shall obtain and pay for any transfers and permits which
23 may be required to use the water for municipal, industrial and domestic
24 purposes, and shall provide service as described below.

25 4. Purposes

26 Sierra Pacific agrees to use the water or a sufficient amount

1086809

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B2373P0984

1 compared to the entire parcel. The termination of this agreement shall
2 be effective thirty (30) days after service of written notice of termination
3 on Sierra Pacific. Upon the expiration of the thirty (30) day period,
4 this agreement shall become null and void as to the terminated water
5 sales and the water shall revert automatically to Washoe County.

6 8. Assignment

7 Sierra Pacific shall not assign the water or any part thereof
8 or any right or privilege connected therewith, except upon the written
9 consent of Washoe County. Any consent by Washoe County is not a consent
10 to a subsequent assignment, sublease, or use by other persons.

11 9. Inurement; Binding Effect

12 This agreement shall inure to the benefit of and be binding
13 upon the parties, their successors and permitted assigns.

14 10. Merger

15 This agreement embodies the entire understanding of the par-
16 ties, and there are no terms, covenants or conditions other than those
17 set forth. This agreement may be amended only by a document in writing
18 executed by both parties with the same formality with which this
19 agreement was executed.

20 11. Waiver

21 A waiver of any breach of any provision of this agreement shall
22 not be construed to be a waiver of any preceding or succeeding breach.

23 IN WITNESS WHEREOF, the parties hereunto have executed this
24 Agreement as of the day and year first above written.

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26 //

1 of other water available to Sierra Pacific to provide water service within
2 the parcel of land described as Exhibit B so long as the parcel of land
3 remains within the geographic limits of Sierra Pacific's certificated
4 water service area as approved by the Public Service Commission of Nevada.

5 5. Assessments

6 Sierra Pacific shall pay when due all ditch, water storage
7 and other assessments of every kind and nature which may hereafter
8 become due regarding the water purchased.

9 6. Liens and Encumbrances

10 During the term of this Agreement or of any renewed Agreement,
11 Sierra Pacific shall not place any liens or encumbrances on the water
12 rights under which the water is used, and shall keep the same free and
13 clear of all liens and encumbrances arising out of any work performed,
14 material furnished, or obligations incurred by Sierra Pacific.

15 7. Termination

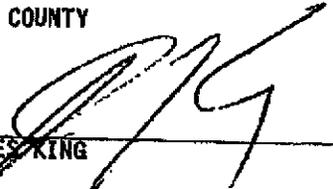
16 Washoe County may, with approval of the state engineer consistent
17 with the provisions of chapters 278 and 117 of the NRS, terminate this
18 Agreement if at any time during the term Sierra Pacific no longer has
19 a legal right granted by the State of Nevada to serve the parcel described
20 as Exhibit B or said parcel no longer requires water service from Sierra
21 Pacific. In the event a portion of the parcel is removed from and therefore
22 ceases to be within the water service area granted to Sierra Pacific
23 by the State of Nevada, Washoe County may terminate this agreement only
24 as to a prorated portion of the whole parcel removed from such service
25 area. The percentage of water subject to termination shall equal the
26 percentage of land removed from the Sierra Pacific service area when

B2373P0983

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WASHOE COUNTY

SIERRA PACIFIC POWER COMPANY

By 
JAMES KING

By 
ROBERT E. FIRTH

Title: Chairman of the Board
of County Commissioners

Title: Manager, Gas & Water
Engineering & Planning
P.O. Box 10100
Reno, NV 89520

ATTEST:

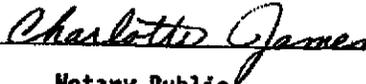


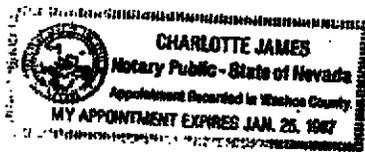

JUDI BAILEY, Washoe County Clerk

B2373P0985

STATE OF NEVADA)
COUNTY OF WASHOE) ss.

On this 18th day of March, 19 86, personally
appeared before me, a Notary Public, JAMES KING, known to me to be the
Chairman of the Board of County Commissioners of Washoe County, and JUDI
BAILEY, County Clerk of Washoe County, who acknowledged to me that they
executed the foregoing document.


Notary Public



1 STATE OF NEVADA }
2 COUNTY OF WASHOE }

ss.

3 On this 20th day of March, 19 86, personally
4 appeared before me, a Notary Public, ROBERT E. FIRTH, known to me to
5 be the Manager, Gas & Water Engineering & Planning of SIERRA PACIFIC
6 POWER COMPANY, who acknowledged to me that he executed the foregoing
7 document on behalf of said corporation.



Kenneth C Briscoe

Notary Public

B2373P0986

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B2373P0989

Thence North, 221.60 feet to a point on the Northerly right-of-way line of La Salle Heights;

Thence along said Northerly right-of-way line East, 551.40 feet to a point or intersection with said Township line;

Thence along said Township line, South 40.00 feet;

Thence West, 275.70 feet;

Thence South, 181.60 feet to a point on the Southerly boundary line of Lot 1 in Block 3 of said Mesa Park Subdivision;

Thence West, 275.70 feet;

Thence South 191.60 feet to a point on the Northerly right-of-way line of Courtney Lane;

Thence along said Northerly right-of-way line East, 551.40 feet to a point on said Township line;

Thence South along said Township line returning to the True Point of Beginning.

Said lands being annexed into Sierra Pacific Power Company water service territory contain 11.7787 acres, more or less.

Said 11.7787 acres situate within the Northeast one-quarter (NE $\frac{1}{4}$) of Section 13, T.19N., R.18E., M.D.B.&M.

1086809

OFFICIAL RECORDS
WYOMING COUNTY, NEVADA
RECORD REQUESTED BY
SIERRA PACIFIC POWER CO
86 JUL 22 9 3: 42

WYO. REC. OFF.
COUNTY RECORDER
FEE 1200 DEC EB

W.C.

EXHIBIT A

A portion of the water rights heretofore appurtenant to the land dedicated and delineated as public streets as shown on the following described subdivisions, situate within the County of Washoe, State of Nevada, more particularly described as follows:

Parcel A:

Blue Heron Park Subdivision Unit #1, filed under Subdivision Map #749 in the Office of the County Recorder of Washoe County, Nevada, on January 16, 1962 under File #351524, Records.

Said water being a portion of the Steamboat Canal heretofore allocated to Hans Hanson in that certain action entitled The United States of America, Plaintiff, vs Orr Water Ditch Company, et al, Defendants, the same in Equity Docket A-3 in the District Court of the United States in and for the District of Nevada, said water being distributed and allocated in said Decree under Claim or Right #49.

Said right authorizing delivery of 2.89 miners inches not to exceed 15.80 acre feet per season from the Steamboat Canal in Washoe County, Nevada, together with the right to change the point of diversion, place and manner of use thereof.

Parcel B:

Mesa Park Subdivision, filed under Subdivision Map #224 in the Office of the County Recorder of Washoe County, Nevada on April 19, 1929 under File #46757, Records.

Said water being a portion of the Highland Ditch heretofore allocated to Frank A. Laughton successor to Nancy J. Laughton in that certain action entitled The United States of America, Plaintiff, vs Orr Water Ditch Company, et al, Defendants, the same in Equity Docket A-3 in the District Court of the United States in and for the District of Nevada, said water being distributed and allocated in said Decree under Claim or Right #105.

Said right authorizing delivery of 4.06 miners inches not to exceed 7.96 acre feet per season from the Highland Ditch in Washoe County, Nevada, together with the right to change the point of diversion, place and manner of use thereof.

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EXHIBIT B

Commencing at the one-quarter corner common to Section 13, T.19N., R.18E., M.D.B.&M. and Section 18, T.19N., R.19E., M.D.B.&M. as shown on the official plat of "Mesa Park Subdivision", recorded in the Office of the County Recorder of Washoe County, Nevada, on April 19, 1929 under File #46757, Records.

Thence North, along the Township line common to T.19N., R.18E., M.D.B.&M. and T.19N., R.19E., M.D.B.&M., 678.28 feet to a point on the Northerly right-of-way line of Interstate 80. Said point being the true point of beginning for said lands to be annexed into Sierra Pacific Power Company water service territory;

Thence leaving said Township line along said right-of-way the following four courses and distances:

South 78°55'22" West, 565.00 feet;

North 89°39'56" West, 431.40 feet;

North 66°23'52" West, 65.31 feet;

North 89°39'56" West, 150.00 feet;

Thence leaving said right-of-way North 281.60 feet to a point on the Northerly boundary line of Lot 4 in Block 7 of said Mesa Park Subdivision;

Thence along said Northerly boundary line, West, 47.00 feet;

Thence leaving said Northerly boundary line of said Lot 4, North 221.60 feet to a point on the Northerly boundary line of Lot 3, in Block 7 of said Mesa Park Subdivision;

Thence along said Northerly boundary line of said Lot 3, East 197.00 feet to a point on the Westerly right-of-way line of Eleanor Avenue;

Thence along said Westerly right-of-way line North, 181.60 feet to a point on the Southerly right-of-way line of La Salle Heights;

Thence along said Southerly right-of-way line East, 324.45 feet;

Thence leaving said Southerly right-of-way line South, 181.60 feet to a point on the Southerly boundary line of Lot 1 in Block 4 of said Mesa Park Subdivision;

Thence East, 166.95 feet;

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EXHIBIT "B"

All of the water rights heretofore appurtenant to that certain land situate in County of Washoe, State of Nevada, more particularly described as follows:

Parcel 1: All of the lands dedicated and delineated as public streets in the Blue Heron Park Subdivision Unit #1, filed under Subdivision Tract Map #749 in the office of the County Recorder of Washoe County, State of Nevada on January 16, 1962 under File #351524, Records.

Parcel 2: A piece or parcel of land over and across portions of the SW ¼ of the NW ¼ of the SE ¼, and the SE ¼ of the NE ¼ of the SW ¼ of Section 16, T 19N., R. 18E., M.D.B. &M., and more fully described by meted and bounds as follow to wit:

Beginning at a point which bears N. 54° 03' 52" W., a distance of 2981.72 feet from the Southeast corner of Section 16, T.19N., R.18E., M.D.B. &M.; thence S 89° 06' 25" E., a distance of 105.70 feet to a point; thence from a tangent which bears S. 89° 06' 25" E. curving to the right with a radius of 70.19 feet, through an angle of 82° 31' 57", an arc distance of 101.11 feet to a point; thence S. 06° 34' 28" E., a distance of 35.00 feet to a point; thence N. 50° 03' 34" W., a distance of 88.52 feet to a point; thence N. 89° 06' 25" W., a distance of 94.88 feet to a point; thence S. 46° 46' 48" W., a distance of 151.79 feet to a point; thence N. 43 13' 121" W., a distance of 123.66 feet to a point; thence N. 01° 42' 17" W., a distance of 31.60 feet to a point; thence N. 76° 47' 02" W., a distance of 31.60 feet to a point; thence S. 89° 06' 25" E., a distance of 79.58 feet to the point of beginning; said parcel contains an area of 0.567 of an acre, more or less.

Reference is made to APN 038-132-19 and shown on NDWR Drawing TR-064.

Said water being a portion of the Steamboat Canal heretofore allocated to James Atcheson and L.R. McKenzie Successors to A.L. Laughton and Geo. Christensen and Hans Hanson, in that certain action entitled The United States of America, Plaintiff, vs. Orr Water Ditch Company, et al, Defendants, the same in Equity Docket No. A-3 in the District Court of the United States in and for the District of Nevada, said water being distributed and allocated in said Decree under Claim or Right No. 48 & 49, respectively.

Said right authorizing delivery of a pro-rata share of the diversion rate not to exceed 4.65 acre feet, more or less, from Claim or Right No 48 and 11.16 acre feet, more or less, from Claim or Right No. 49 for a total 15.81 acre feet, more or less, per season from the Steamboat Canal in Washoe County, Nevada, together with the right to change the point of diversion, place of use and manner of use thereof.

(Mstr. Wtr. Sale Agree.)

EXHIBIT "C"

Commencing at the one-quarter corner common to Section 13, T.19N., R.18E., M.D.B. &M. and Section 18, T.19N., R.19E., M.D.B. &M. as shown on the official plat of "Mesa Park Subdivision", recorded in the office of the County Recorder of Washoe County, Nevada, on April 19, 1929, under File #46757, Records.

Thence North, along the Township line common to T.19N., R.18E., M.D.B. &M. and T.19N., R.19E., M.D.B. &M., 678.28 feet to a point on the northerly right-of-way line of Interstate 80. Said point being the true point of beginning for said lands to be annexed into Sierra Pacific Power Company's water service territory;

Thence leaving said Township line along said right-of-way the following four courses and distances:

South 78° 55' 22" West, 565.00 feet;
 North 89° 39' 56" West, 431.40 feet;
 North 66° 23' 52" West, 65.31 feet;
 North 89° 39' 56" West, 150.00 feet;

Thence leaving said right-of-way North 281.6 feet to a point on the northerly boundary line of Lot 4 in Block 7 of said Mesa Park Subdivision;

Thence along said northerly boundary line West 47.00 feet;

Thence leaving said northerly boundary line of said Lot 4, North 221.60 feet to a point on the Northerly boundary line of Lot 3, Block 7 of said Mesa Park Subdivision;

Thence along said northerly boundary line of said Lot 3, East 197.00 feet to a point on the Westerly right-of-way line of Eleanor Avenue;

Thence along said Westerly right-of-way line North 181.60 feet to a point on the southerly right-of-way line of LaSalle Heights;

Thence along said southerly right-of-way line East 324.45 feet;

Thence leaving said southerly right-of-way line South 181.60 feet to a point on the southerly boundary line of Lot 1, Block 4 of said Mesa Park Subdivision;

Thence East 166.95 feet;

Thence North 221.60 feet to a point on the northerly right-of-way line of LaSalle Heights;

Thence along said northerly right-of-way line East 551.40 feet to a point of intersection with said Township line;

Thence along said Township line South 40.00 feet;

(Mstr. Wtr. Sale Agree.)

Thence West 275.70 feet;

Thence South 181.60 feet to a point on the southerly boundary line of Lot 1 in Block 3 of said Mesa Park Subdivision;

Thence West 275.70 feet;

Thence South 191.60 feet to a point on the northerly right-of-way line of Courtney Lane;

Thence along said northerly right-of-way line East 551.40 feet to a point on said Township line;

Thence South along said Township line returning to the True Point of Beginning.

Said lands being annexed into Sierra Pacific Power Company's water service territory contains 11.7787 acres, more or less.

Said 11.7787 acres situate within the Northeast one-quarter (NE ¼) of Section 13, T.19N., R.18E., M.D.B. &M.