



## THE STATE OF NEVADA

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

**Name of Permittee:** ANNE LOUISE BRITTON  
**Source:** UNDERGROUND  
**Basin:** PLEASANT VALLEY  
**Manner of Use:** IRRIGATION AND DOMESTIC  
**Period of Use:** JANUARY 1ST THROUGH DECEMBER 31ST  
**Priority Date:** 08/15/1988

\*\*\*\*\*

#### 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 52421, Certificate 14630, is issued subject to the terms and conditions imposed in said Permit 52421, Certificate 14630, and with the understanding that no other rights on the source will be affected by the change proposed herein. This well shall be equipped with a two (2) inch opening for measuring depth to water. 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 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 0.1090 cubic feet per second or 35.0 acre-feet annually and limited to a duty of 4.50 acre-feet per acre from all sources.**

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

January 29 2016

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

January 29 2018

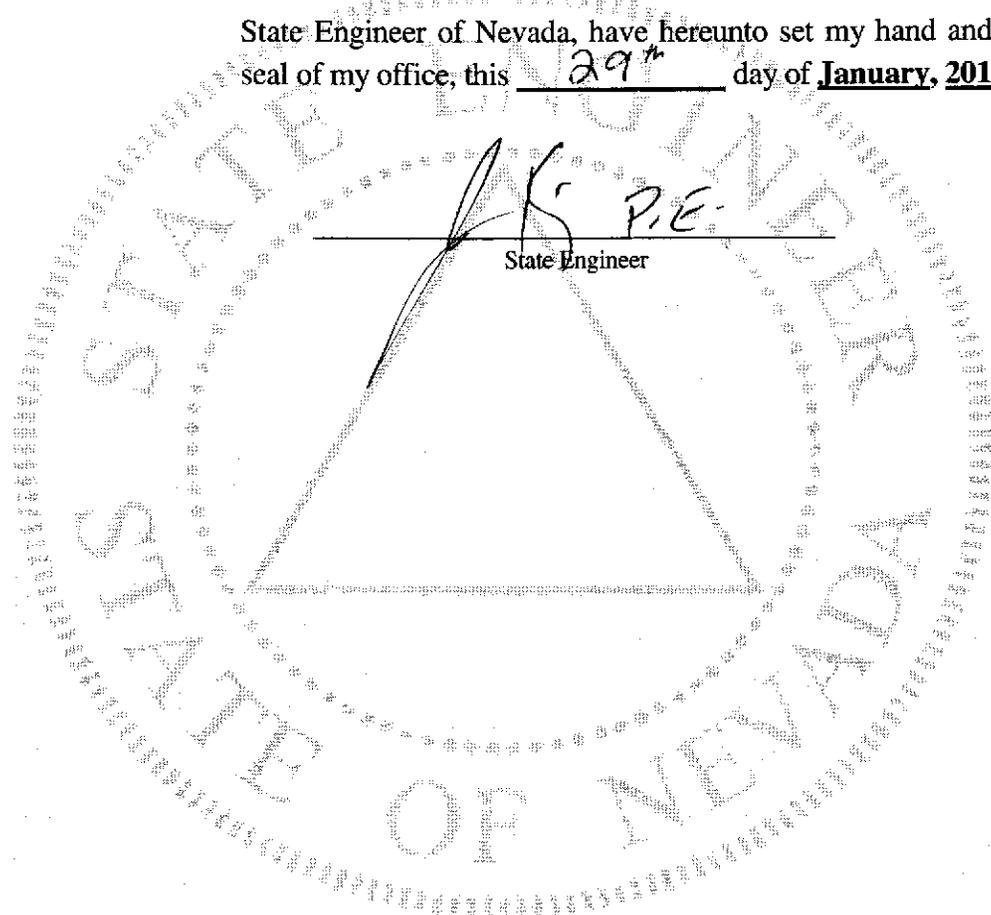
Map in support of proof of beneficial use shall be filed on or before:

January 29 2018

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

State Engineer of Nevada, have hereunto set my hand and the seal of my office, this 29<sup>th</sup> day of January, 2015

  
\_\_\_\_\_  
State Engineer



**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 SEP 09 2014

Returned to applicant for correction SEP 19 2014

Corrected application filed \_\_\_\_\_ Map filed SEP 22 2014

The applicant ANNE LOUISE BRITTON  
HC BOX 120 of WELLS  
Street Address or PO Box City or Town  
NV 89835 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.)

PERMIT 52421, CERTIFICATE 14630

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

2. The amount of water to be changed 0.1089433 CFS 35 ACRE-FEET ANNUALLY  
Second feet, acre-feet. One second foot equals 448.83 gallons per minute.

3. The water to be used for IRRIGATION AND 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 IRRIGATION 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.)  
WITHIN THE SE 1/4 OF THE NE 1/4 OF SECTION 4, T.17N., R.20E., M.D.M. AT A POINT FROM WHICH THE EAST ONE-QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 60°17'00" EAST, 500.00'. SEE PERMIT 83594.

6. The existing point of diversion is located within (If point of diversion is not changed, do not answer.)  
WITHIN THE NE 1/4 OF THE SE 1/4 OF SECTION 4, T.17N., R.20E., M.D.M. AT A POINT FROM WHICH THE EAST ONE QUARTER CORNER OF SAID SECTION 4 BEARS NORTH 73°00' EAST A DISTANCE OF 800'. REFER TO THE MAP SUPPORTING BENEFICIAL USE UNDER PERMIT 52421, CERTIFICATE 14630.

*Pleasant Valley  
6-88  
Wa*

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

PORTIONS OF THE SE 1/4 OF THE NE 1/4 OF SECTION 4, (APN 017-390-16) AND THE NE 1/4 OF THE SW1/4 OF THE NE 1/4 OF SECTION 4, (APN 017-320-05) ALL IN T.17N., R.20E., M.D.M. A TOTAL OF 8.75 ACRES.

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.)

WITHIN A PORTION OF THE SE 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 4, T.17N., R.20E., M.D.M. AN 8.75 ACRE PORTION OF APN 017-320-24 AS SHOWN ON THE MAP SUPPORTING THIS APPLICATION.

9. Proposed use will be from JANUARY 1 to DECEMBER 31 of each year.  
Month and Day Month and Day

10. Existing use permitted from JANUARY 1 to DECEMBER 31 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.)

EXISTING WELL, PUMP, METER, DISTRIBUTION SYSTEM TO BE CONSTRUCTED.

12. Estimated cost of works \$25,000

13. Estimated time required to construct works ONE YEAR FOR DISTRIBUTION SYSTEM  
If well completed, describe well.

14. Estimated time required to complete the application of water to beneficial use 5 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.)

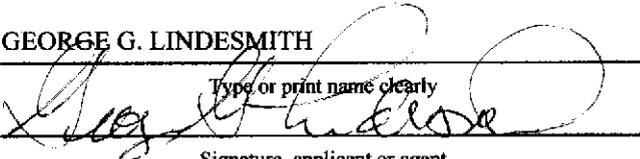
WATER WILL BE USED TO SUPPLEMENT CLAIMS 696, 696.5 AND 697 OF TRUCKEE RIVER DECEASED SURFACE RIGHTS FOR IRRIGATION OF PERMANENT PASTURE.

16. Miscellaneous remarks:

WATER WILL BE USED ON LAND OWNED BY MICHAEL AND ELIZABETH SCHULER UPON PERMITTING OF THIS APPLICATION BY THE STATE ENGINEER. SEE ATTACHED COPY OF WATER RIGHTS PURCHASE AGREEMENT FOR PARTICULARS

NVWTR@YAHOO.COM  
E-mail Address  
775-747-2383  
Phone No. Ext.

APPLICATION MUST BE SIGNED  
BY THE APPLICANT OR AGENT

GEORGE G. LINDESMITH  
Type or print name clearly  
  
Signature, applicant or agent  
\_\_\_\_\_  
Company Name  
4255 HACKAMORE DRIVE  
Street Address or PO Box  
RENO, NV 89519  
City, State, ZIP Code

RECEIVED  
2014 SEP -9 AM 11:58  
STATE ENGINEER OF ICE

## Exhibit "A"

**WATER RIGHTS PURCHASE AGREEMENT**

**THIS AGREEMENT** is entered into this 20 day of AUGUST, 2014 by and between Michael and Elizabeth Schuler hereinafter referred to as "Buyer", and Anne Louise Britton, hereinafter referred to as "Seller", regarding the purchase by Buyer of 35.0 acre feet of water rights. Buyer and Seller (also individually referred to herein as "Party" or collectively as "Parties") agree as follows:

1. **Water Rights:** Seller agrees to sell and Buyer agrees to buy from seller 35.0 acre feet of water rights identified as a portion of supplemental Permit No. 52421, Certificate No. 14630. The water rights are appurtenant to the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 4, Township 17 North, Range 20 East, Mount Diablo Meridian, pursuant to Nevada Division of Water Resources Drawing (on file), situate in the County of Washoe, State of Nevada and more particularly described in the fully executed Water Rights Deed, attached hereto and incorporated herein as Attachment A.

2. **Purchase price:** The purchase price of the Water Rights shall be \$1,000.00 per acre foot, for a total price of \$35,000.00.

3. **Conveyance of Water Rights:** Seller shall transfer to Buyer all of Seller's right, title and interest in and to said Water Rights via a Water Rights Deed.

4. **Closing and transfer of Water Rights:** Buyer agrees that Buyer will place into escrow \$1500.00 (Escrow Funds) no later than 15 days after receipt of this agreement. Thereafter, Buyer will, no later than 7 days after being advised by the State Engineers Office (Division of Water Resources) that the subject Water Rights can be transferred to APN 017-390-16 (2215 Rhodes Road), and with the approval of the State Engineer of the Division of Water Resources, the remainder of said purchase price will be deposited into the Escrow Funds account and the Buyer will instruct the release of the Escrow Funds to the Seller. It is further agreed that if the transfer of the Water Rights to APN 017-390-16 cannot be done, all monies in the Escrow fund will be returned without penalty and the deed to the Water Rights will be null and void.

5. **Seller representation and warranties:** Seller makes the following representation and warranties, and agrees to the following covenants and obligations for the benefit of the Buyer.

5.1 Seller shall cooperate with and assist buyer in obtaining approval from the State Engineer (Division of Water Resources) for transfer and change of ownership of the Water Rights.

5.2 Seller warrants that Seller has full power and authority to enter into this Agreement and to sell, transfer and convey all right, title and interest in and to the Water Rights in accordance with this Agreement.

5.3 Seller warrants that the Water Rights are not the subject of any third-party claim of any kind nor are the Water Rights subject to any other Water Rights Agreement or any agreement of other kind.

5.4 Seller shall not cause title to the Water Rights to become encumbered or clouded after the execution date of this Agreement.

5.5 Seller warrants that there are no known or threatened annexations, condemnations, suits, actions, arbitrations, legal, administrative or other proceedings or inquiries pending or threatened against the Water Rights.

STATE ENGINEERS OFFICE

2014 SEP -9 AM 11:58

RECEIVED

5.6 Seller represents that neither the execution by Seller of this Agreement nor the consummation of the sale under this Agreement will constitute a violation of breach by Seller of any contract or other instrument to which Seller is party.

5.7 Seller warrants and represents that Seller is the owner of the Water Rights with full right, title and interest therein and with the ability and authority to convey the same to Buyer. Seller further warrants that Seller is transferring to Buyer 35.0 acre feet of Water Rights and that if at any time it is determined that the actual amount of Water Rights transferred to Buyer is less than 35.0 acre feet, Seller will refund to Buyer a portion of the purchase price that reflects that amount of Water Rights actually transferred. For the purpose of calculating the amount of the refund, Seller and Buyer agree that the purchase price of \$1000.00 per acre foot will be used.

5.8 Seller warrants and certifies that Seller is not a non-resident alien or a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined for the purposes of federal income tax law and that the Seller, upon execution of this Agreement, will provide Buyer with the Seller's tax identification number. Seller understands that the withholding of taxes not required under Section 1445 of the Internal Revenue Code and that the foregoing certification may, if requested, be disclosed to the Internal Revenue Service.

5.9 Seller shall pay any legal costs and or fees needed to bring said Water Rights to a legal status whereby the only fees incurred would be transfer fees.

**6. Failure of a condition precedent to Buyer's obligation:** The existence or non-existence of any fact with respect to this Agreement or the Water Rights that are the subject of this Agreement which, at Buyer's sole discretion, is inconsistent with the representation and warranties of the Seller set forth in this Agreement or inconsistent with the terms and conditions of this Agreement shall constitute the failure of a condition precedent to Buyer's obligation under this Agreement and shall authorize Buyer to terminate this Agreement with no liability whatsoever and without foregoing any remedies that Buyer may lawfully assert against Seller and entitle Buyer, within 30 days of providing notice of termination, to a full refund plus interest of any monies that have been paid to Seller under this Agreement.

**7. Miscellaneous provisions:**

7.1 Time is of the essence in this Agreement.

7.2 Any notices, communications, requests or instructions in connection with this Agreement deemed by either Buyer or Seller to be given to the other Party shall be given in writing and are to be mailed by certified mail with return receipt requested follows:

BUYER:  
Michael and Elizabeth  
Schuler  
2215 Rhodes Road  
Reno, Nevada 89521  
Phone: (775) 852-3427

SELLER:  
Anne Louise Britton  
HC 60 Box 120  
Wells Nevada, 89835  
Phone: (775) 752-3458

Either Party may change their address or contact representative by prior written notice to the other Party.

STATE ENGINEERS OFFICE

2014 SEP -9 AM 11:58

RECEIVED

7.3 This Agreement contains the entire agreement between the Parties hereto and supersedes any and all prior agreements, arrangements or understandings regarding the same subject matter as this Agreement which are null and void.

7.4 The representations, covenants, agreements and warranties contained herein shall not be discharged or dissolved upon close of escrow, but shall survive the same.

7.5 This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada and venue for any such action shall be in Washoe County, Nevada.

7.6 This Agreement may not be modified, amended, altered or changed in any respect whatsoever except by further agreement in writing, duly executed by both Parties. No oral statements or representations subsequent to the execution hereof by either Party are binding on the other Party, and neither Party shall have the right to rely on such oral statements or representations.

7.7 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, subcontractors, personal representatives and assigns. No assignment by either Party of this Agreement shall be authorized unless the prior written authorization of the other Party has been obtained in writing. Such authorization shall not be considered unreasonable grounds for withholding authorization.

7.8 Seller and Buyer agree to share the close of escrow costs. Buyer agrees to have prepared and pay for an application (in the name of the Seller), the necessary supporting map and statutory fees, as required by the State of Nevada, to change the point of diversion and place of use of the Water Rights for use on APN 017-390-16. Water will be diverted from Buyer's point of diversion (well) within the NW 1/4 of the NE 1/4 of Section 4, Township 17 North, Range 20 East, Mount Diablo Meridian. It is further agreed that if the transfer of the Water Rights to APN 017-390-16 cannot be completed, all monies spent in preparation or processing of said application shall not be refunded.

7.9 The prevailing Party in any dispute concerning this Agreement shall be entitled to reasonable attorney's fees and costs.

7.10 Neither this Agreement nor any notice provided under this Agreement shall be recorded. Such prohibition does not limit or prevent the recordation of the Water Rights Deed.

7.11 Each Party shall, at the request of the other, at any time execute and deliver to the requesting Party all such further instruments as may be reasonably necessary or appropriate in order to effectuate the purpose and intent of this Agreement.

7.12 Except as specified herein, the Parties represent to each other that they have not used the services of any real estate broker or person who may claim a commission or finder's fee with respect to the Water Rights that are the subject of this transaction, and each agrees to indemnify, defend and hold the other harmless from broker compensation claims or finder's fees arising from allegations of an agreement with the indemnifying Party.

7.13 All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, provided that if the date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed

STATE ENGINEERS OFFICE

2014 SEP -9 AM 11:59

RECEIVED

or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

7.14 The Parties hereto acknowledge and agree that each has been given the equal opportunity to review this Agreement with legal counsel independently. The Parties have equal bargaining power and intend the plain meaning of the provisions herein. In the event of an ambiguity or dispute regarding the interpretation of this Agreement, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes the uncertainty to exist, or against draftsmen.

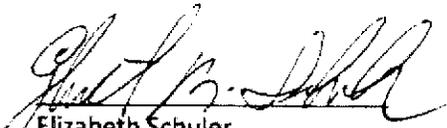
7.15 Each person signing this Agreement acknowledges that they are charged with the authority to execute this Agreement.

7.16 This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create any third-party beneficiary rights in any person not a party hereto

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

  
Michael Schuler

  
Anne Louise Britton

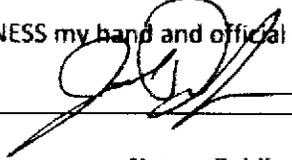
  
Elizabeth Schuler

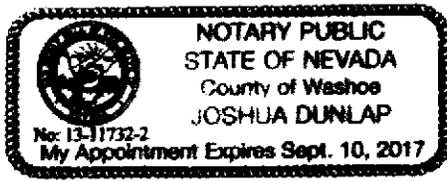
STATE OF NEVADA )

) ss

COUNTY OF WASHOE )

On this 20<sup>th</sup> day of August, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared **Michael and Elizabeth Schuler**, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument for the purposes herein stated.

WITNESS my hand and official seal.  
  
\_\_\_\_\_  
Notary Public



STATE ENGINEERS OFFICE  
2014 SEP -9 AM 11:59  
RECEIVED

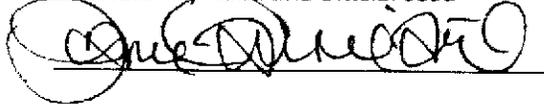
STATE OF NEVADA )

) ss

EIKO  
COUNTY OF WASHOE )

On this 28<sup>th</sup> day of August, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ann Louise Britton**, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument for the purposes herein stated.

WITNESS my hand and official seal.



Notary Public



STATE ENGINEERS OFFICE

2014 SEP -9 AM 11:59

RECEIVED