Permit No. 84849T

TEMPORARY

THE STATE OF NEVADA

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

Name of Permittee:	**WULFENSTEIN TRUST R-501**
Source:	**UNDERGROUND (RINKER WELL)**
Basin:	**PAHRUMP VALLEY**
Manner of Use:	**COMMERCIAL**
Period of Use:	**ONE YEAR FROM DATE OF ISSUANCE.**
Priority Date:	**01/06/1947**

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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 temporary 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 70945, is issued subject to the terms and conditions imposed in said Permit 70945 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.

The total combined duty of water under Permits 49456, 76499 and 84849T, shall not exceed 10.0 acre-feet annually.

This temporary permit is issued for commercial purposes within the described place of use further described by the Nye County Assessor as APN 27-441-09.

This temporary permit is issued pursuant to the provisions of NRS 533.345 Section 2 and will expire 1 year after the approval of the permit at which time all rights herein granted shall revert to the right being changed by this temporary permit.

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

The issuance of this temporary 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 0.0084 cubic feet per second or 5.0 acre-feet annually.**

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: **N/A**

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 6th day of **March, 2015**

P.E.

State Engineer

TEMPORARY Application No. 84849 T

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 19 2015

Returned to applicant for correction

Corrected application filed Map filed Apr 21 2007 under 76499

The applicant Ray Wulfenstein and Irene Wulfenstein as Trustees for the Wulfenstein Trust R-501

P. O. Box 38 (Street Address or PO Box) of Pahrump (City or Town)

NV 89041 (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 rights by Permit, Certificate, Proof or Claim Nos. If Decreed, give title of Decree and identify right in Decree.)

Permit 70945

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1. The source of water is Underground - Rinker Well
   Name of stream, lake, underground, spring or other sources.

2. The amount of water to be changed 0.0084 c.f.s. (not to exceed 5.0 AFA)
   Second feet, acre-feet. One second foot equals 448.83 gallons per minute.

3. The water to be used for Commercial
   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 Commercial
   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 SW¼SW¼ Section 28, T. 20S., R. 54E., M.D.M., or at a point from which the S¼ Corner of said Section 28 bears N. 83° 27' 17" W., a distance of 2,670.93 feet (Rinker Well)
   Please refer to supporting map in file under Application 76499.

6. The existing point of diversion is located within (If point of diversion is not changed, do not answer.)
   NE¼SE¼ Section 29, T. 20S., R. 54E., M.D.M., or at a point from which the SW Corner of said Section 29 bears South 59° 06' 10" West, a distance of 5,270.0 feet. (Asphalt Plant Well)
   Please refer to supporting map on file under Application 70945.

P.V. 10-162

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

within the SW¼SW¼ Section 28, T. 20S., R. 54E., M.D.M., Pahrump, Nye County, Nevada being a portion of Nye County Assessor Parcel (APN) 027-441-09 owned by the U.S. Department of the Interior, Bureau of Land Management (BLM). Please refer to supporting map on file under Application 76499.

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.)

A portion of the NE¼SE¼ and a portion of the NW¼SE¼ Section 29, T. 20S., R. 54E., M.D.M. Please refer to supporting map on file under Application 70945.

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

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

Existing drilled well, pump, motor, and meter.

12. Estimated cost of works Existing

13. Estimated time required to construct works drilled well, 240' deep, cased to 8" - refer to Well Log 62701
If well completed, describe well.

14. Estimated time required to complete the application of water to beneficial use 1 year

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.)

Applicants are temporarily moving this water from their asphalt batch plant to this concrete batch plant. The proposed well also contains Permit 49456, Certificate 15113 and Permit 76499.

16. Miscellaneous remarks:

Applicants hold the BLM Mineral Contract N-92736 for use at this concrete batch plant. Please see BLM Letter of Authorization attached.

RECEIVED
2015 FEB 19 PM 12: 56
STATE ENGINEER'S OFFICE

Bruce R. Scott
Type or print name clearly

Signature, applicant or agent

Resource Concepts, Inc.
Company Name

340 N. Minnesota Street
Street Address or PO Box

Carson City, Nevada 89703
City, State, ZIP Code

rciwater@rci-nv.com
E-mail Address

(775) 883-1600
Phone No. Ext.

APPLICATION MUST BE SIGNED BY THE APPLICANT OR AGENT

Revised 07/13 $180 FILING FEE AND SUPPORTING MAP MUST ACCOMPANY APPLICATION

84849 T

Form 3600-9
(February 2012)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0103
Expires September 30, 2014

Office
Pahrump NV LLNVS03000

Contract Serial Number
N-92736

CONTRACT FOR THE SALE OF MINERAL MATERIALS

The UNITED STATES OF AMERICA acting through the Bureau of Land Management (BLM), and Wulfenstein Construction Co. Inc. PO BOX 38 Pahrump NV 89041 you, the purchaser, make this AGREEMENT, under the authority of the Act of July 31, 1947 (61 Stat. 681), as amended at 30 U.S.C. 601 through 604, and the regulations at 43 CFR Group 3600.

We agree:

Sec 1. *Contract area* – Under the terms and conditions of this contract, the United States sells to you and you buy the mineral materials listed in Section 2 and contained in the following lands as shown on the map and mining plan attached to this contract:

COUNTY	STATE	TOWNSHIP	RANGE	SECTION	ALIQUOT PARTS	MERIDIAN	ACREAGE
NYE	NV	T. 20 S.	R. 54 E.	28	NW1/4	MDM	35.00
NYE	NV	T. 20 S.	R. 54 E.	29	NE1/4	MDM	40.00
Nye	NV	T. 20 S.	R. 54 E.	28	SW1/4	MDM	8.00

Pit Name (if any): Pahrump Community Pit

☑ **BLM will check this box if this contract is in a Community Pit. Community Pit Serial Number:** N-5417-23

Sec. 2. *Amount and price of materials* – The United States determines the total purchase price by multiplying the total quantity of mineral material designated by the unit price given below, or as changed through reappraisal.

KIND OF MATERIAL *You may list only one material commodity per contract*	QUANTITY *(Unit of Measure must be specified in next column)*	UNIT OF MEASURE ☐ **Cubic Yards** OR ☑ **Tons** *(Choose only 1)*	PRICE PER UNIT	TOTAL PRICE
Sand and Gravel, S&G	350,000.00	Tons	$0.37	$129,500.00
Reclamation Fee, if in a Community Pit:	350,000.00	Tons	$0.29	$101,500.00
TOTAL PURCHASE PRICE				$231,000.00
PERFORMANCE BOND				$324,187.00

BLM's determination of the amount of materials that you have taken under the contract is binding on you. You may appeal this determination as provided in Section 19.

You are liable for the total purchase price, even if the quantity of materials you ultimately extract is less than the amount shown above. You may not mine more than the quantity of materials shown in the contract.

☐ **If you pay in full in advance, BLM will check this box, and Subsections 3(a) through 3(c) do not apply to your contract.** ***You must pay in full for all sales of $2,000 or less.***

Sec. 3. *Payments, title, and reappraisals* – You may not extract the materials until you have paid in advance for them in full $_____, or paid the first installment of $ $11,550.00 .

(a) If you pay in installments, you must pay the first installment before BLM approves the contract.

(b) Once you start removing material, you must pay each subsequent installment payment monthly in an amount equal to the value of materials removed in the previous month. Payment must be made by the 15th day following the end of the month for which you are reporting. **You must pay the total purchase price not later than 60 days before the contract expires.**

(Continued on page 2)

mailed 2/26/14

(c) The United States will retain the first installment as security for your full and faithful performance and will apply it to the last installment required to make the total payment equal to the total price given in Section 2.

If you are late making an installment payment, you must not remove any more material until you have paid. Removing material you have not paid for is trespass, and for trespass you must pay at triple the appraised unit price, or at triple the reappraised unit price if BLM has made a reappraisal. To resume removal operations after you were late making payments, you must obtain BLM's written approval.

(d) You must annually produce an amount sufficient to pay to the United States a sum of money equal to the first installment identified in this section. In lieu of such production, you may make an annual payment in the amount of the first installment. If in any contract year you make production payments that are less than the first installment, you must pay the difference between the production payments and the amount of the first installment. These annual payments are due on or before each anniversary date of the contract.

(e) You receive title to the mineral materials only after you have paid for them and extracted them.

Sec. 4. ***Bonds*** **- (a) You must furnish BLM with a performance bond in the amount of $ $324,187.00 as a condition of issuing this contract.**

(b) If you do not perform all terms of the contract, BLM will deduct an amount equal to the damages from the face amount of the bond. If the damages exceed the amount of the bond, you are liable for the excess. BLM will cancel the bond or return the cash or U.S. bonds you supplied when you have completed performance under this contract.

(c) BLM will require a new bond when it finds any bond you furnish under this contract to be unsatisfactory.

Sec. 5. *Risk of loss* - You assume complete risk of loss for all materials to which you have title. If material covered by this contract is damaged or destroyed before title passes, you are liable for all loss suffered if you or your agents are directly or indirectly responsible for the damages. If you are not responsible for the damage or destruction, you are liable only to the extent that the loss was caused by your failure to remove the material under the terms of this contract. You are still liable for breach of contract or any wrongful or negligent act.

Sec. 6. *Liability for damage to materials not sold to you* - You are liable for loss or damage to materials not sold to you if you or your agents are directly or indirectly responsible for the damage or loss. You are also liable if you fail to perform under the contract according to BLM's instructions and the United States incurs costs resulting from your breach of any contract term or your failure to use proper conservation practices. If the damage resulted from willful or gross negligence, you are liable for triple the appraised value of the damaged or destroyed materials. If the damage or destruction did not result from willful or gross negligence, you are liable for lesser charges, but not less than the appraised value of the materials.

Sec. 7. *Stipulations and reserved terms* - Your rights are subject to the regulations at 43 CFR Group 3600 now or hereafter in force and to any stipulations and the mining plan attached to this contract.

☑ **BLM will check this box if there are stipulations attached to this contract.**

Sec. 8. *Notice of operations* - You must notify BLM immediately when you begin and end operations under this contract. If BLM has specified a time frame for notification, you must comply with that time frame.

Sec. 9. *Assignments* - You may not assign this contract without BLM's written approval.

Sec. 10. *Modification of the Approved Mining or Reclamation Plan* - You or BLM may initiate modification of these plans to adjust for changed conditions, or to correct any oversight. The conditions for BLM requiring you to modify these plans, or approving your request for modification are found in the regulations at 43 CFR 3601.44.

Sec. 11. ***Expiration of contract*** **- This contract will expire 5 years, 0 months, 0 days from its approval date, unless BLM extends the term or renews the contract.**

Sec. 12. *Extensions of time* - BLM may grant you an extension of time in which to comply with contract provisions under the regulations at 43 CFR 3602.27. For contracts with terms over 90 days, you must apply in writing no less than 30 or more than 90 days before your contract expires. For contracts with terms of 90 days or less you must apply no later than 15 days before your contract expires.

☐ **BLM will check this box if this contract is a renewable competitive contract.**

Sec. 13. *Renewal of renewable competitive contract* - BLM will renew your renewable competitive contract if you apply in writing no less than 90 days before your contract expires and you meet the conditions in the regulations at 43 CFR 3602.47.

Sec. 14. ***Time for removing personal property*** **- You have 90 days (not to exceed 90) from the date this contract expires to remove your equipment, improvements, and other personal property from United States lands or rights-of-way.** You may leave in place improvements such as roads, culverts, and bridges if BLM consents. Any property remaining after this period ends, including extracted materials, becomes the property of the United States. You will remain liable for any costs of removing and disposing of the property and restoring the site.

Sec. 15. *Violations and cancellations* - (a) If you violate any terms or provisions of this contract, BLM may cancel your contract following the regulations at 43 CFR 3601.60 et seq., and recover all damages suffered by the United States, including applying any advance payments you made under this contract toward the payment of the damages.

(b) If you extract any mineral materials sold under this contract during a suspension period, or after the contract has expired or been canceled, you have committed, and may be charged with, willful trespass.

Sec. 16. *Responsibility for damages suffered or costs incurred by the United States* - If you, your contractors, subcontractors or employees breach this contract or commit any wrongful or negligent act, you are liable for any resulting damages suffered or costs incurred by the United States. You must pay the United States within 30 days after receiving a written demand from BLM.

Sec. 17. *Equal opportunity clause* - The actions you take in hiring must comply with the provisions of Executive Order No. 11246 of Sept. 24, 1965, as amended, which describe the non-discrimination clauses. You may get a copy of this order from BLM.

(Continued on page 3)

Sec. 18. *Effective date* - This contract becomes effective as indicated below.

☑ **If this contract becomes effective on the date BLM signs the contract, BLM will check this box.**

☐ **If this contract becomes effective only after certain conditions are met, BLM will check this box, list the conditions below, and indicate the effective date.**

The contract contains an administrative fee of $800 and 5% down payment of $11,550 which have been paid in advance

Sec. 19. *Appeal* - You may appeal any decision that BLM makes in regard to this contract under Parts 4 and 1840 of Title 43 of the Code of Federal Regulations.

The following parties have executed this contract as of:

PURCHASER	THE UNITED STATES OF AMERICA
Wulfenstein Construction Co. Inc.	
(Individual or Firm Name)	By David Fanning (Print Name of BLM Official)
PO BOX 38, Pahrump, NV 89020	
(Address)	(Signature of BLM Official)
(775) 727-5900 (Phone Number include area code)	Geologist (Title)
Lucille Fisher (Signature)	2/13/2014 (Date)
(Signature)	

If you are a corporation, affix corporate seal here:

Title 18 U.S.C. 1001, makes it a crime for any person knowingly or willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction, subject to a fine of up to $10,000 and imprisonment up to 5 years.

NOTICES

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 30 U.S.C. 601 et seq.; 43 CFR Group 3600

PRINCIPAL PURPOSE: BLM uses this information to identify the parties entering into contracts for disposing of mineral materials.

ROUTINE USES: BLM will transfer information from the record or the record itself to appropriate Federal, State, local, or foreign agencies, when relevant to criminal, civil, or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: If you do not provide this information to BLM, we will not be able to process your application for a contract.

The Paperwork Reduction Act requires us to inform you that:

The BLM is collecting this information to process your application and effect a binding contract.

The BLM will use this information to identify and communicate with applicants.

You must respond to this request to get a benefit.

You do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a valid OMB control number.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated to average about 1 hour per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may submit comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management (1004-0103), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Room 2134LM, Washington, D.C. 20240.