

V. VAUGHAN, HULL, MARFISI & COPENHAVER, LTD.

ATTORNEYS AND COUNSELORS

530 IDAHO STREET

P. O. BOX 831

ELKO, NEVADA 89801

ROBERT O. VAUGHAN  
JACK E. HULL  
P. MICHAEL MARFISI  
JAMES M. COPENHAVER

TELEPHONE  
AREA CODE 702  
738-4031  
PARALEGAL  
WALTER I. LEBERSKI

December 13, 1978

Department of Conservation and  
Natural Resources  
Division of Water Resources  
201 South Fall Street  
Carson City, Nevada 89701

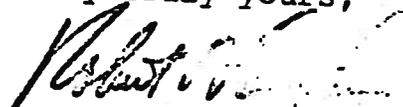
Re: Hamilton McCaughey/Silas D. Sinton - Edward J. Blackstock

Dear Sir:

In connection with Proof No. 00405 of the Humboldt River Adjudication, this Proof number has been over a period of years, divided between numerous owners. Enclosed is a Contract wherein each of the present owners now specifically agree as to the division of the waters under the subject proof number. Also enclosed is our check in the amount of \$1.00 for filing of this Contract.

In the event the ownership of the waters under this proof number are not under the names of the individuals executing this Contract, please so notify this office so that the ownership can be brought current.

Very truly yours,

  
ROBERT O. VAUGHAN

WIL/ROV/sa  
Enclosure (1)

~~1 copy~~

CONTRACT

THIS CONTRACT, made and entered into this 14<sup>th</sup> day of September, 1978, by and between DANIEL KENNEDY, a widower, of the County of Elko, State of Nevada, First Party, EDWARD J. BLACKSTOCK and MARTHA P. BLACKSTOCK, his wife, of the County of Elko, State of Nevada, Second Parties. SILAS D. SINTON, a widower, of Crystal Bay, Nevada, Third Party, BRUCE BLACKSTOCK and BARBARA BLACKSTOCK, his wife, Fourth Party,

W I T N E S S E T H

WHEREAS, all of the property, including water rights, herein after described was formerly owned by HANKINS - BELLINGER COMPANY, a corporation duly organized and existing under and by virtues of the laws of the State of Nevada, which corporation was adjudicated certain water rights from Lamoille Creek as evidence by the Bartlett Decree printed in the Humboldt River Adjudication 1923-1938 (Blue Book), pages 175 and 238, and amended by the Edwards Decree on pages 52 and 103 as printed in the Humboldt River Adjudication 1923-1938 (Blue Book), all on file in the Humboldt River Adjudication in the Sixth Judicial District of the State of Nevada, in and for the County of Humboldt, being Proof Number 00405, (herein referred to as the "Decree"), and

WHEREAS, the HANKINS-BELLINGER COMPANY subsequently conveyed the lands to which the water rights were appurtenant to several parties, but no specific written agreement was then or thereafter entered into relative to the division of the water rights, and

WHEREAS, the water rights of the respective parties are bracketed together in the Decree in the Humboldt River Adjudication, and

WHEREAS, it was the intent of HANKINS-BELLINGER COMPANY, that the entire water rights appurtenant to the lands should be apportioned on the basis of the acres of each property, and

WHEREAS, it is now the desire of the Parties to agree to and evidence their respective water rights and cease to be bracketed together.

Copy

NOW, THEREFORE, for and in consideration of the mutual covenants on the part of the respective Parties hereto to be performed, it is hereby agreed by and between said Parties as follows:

1. The Parties acknowledge that First Party acquired a portion of the lands of HANKINS-BELLINGER COMPANY, to which the subject water rights are appurtenant, said portion being described on Exhibit "A" attached hereto and made a part hereof by reference.

2. The Parties acknowledge that Second Parties own, a portion of the lands of HANKINS-BELLINGER COMPANY, to which the subject water rights are appurtenant, said portion being described on Exhibit "B" attached hereto and made a part hereof by reference.

3. The Parties acknowledge that the Third Party owns a portion of the lands of HANKINS-BELLINGER COMPANY, to which the subject water rights are appurtenant, said portion being described on Exhibit "C" attached hereto and made a part hereof by reference.

4. The Parties acknowledge that the Fourth Parties own a portion of the lands of HANKINS-BELLINGER COMPANY, to which the subject water rights are appurtenant, said portion being described on Exhibit "D" attached hereto and made a part hereof by reference.

5. The Parties hereto, to provide a specific agreement as to the division of the water right appurtenant to said lands, as evidenced by the Decree in the Humboldt River Adjudication in the Sixth Judicial District of the State of Nevada in and for the County of Humboldt and to forever resolve the matter of brackets, agree that the water rights from Lamoille Creek above-identified shall be divided 42.96% onto the First Party based upon his having acquired 190 acres of the total of 442.30 acres having water rights under Proof Number 00405, 10.67% onto Second Parties based upon them now owning 47.209 acres of the total 442.30 acres under Proof Number 00405, and 44.09% onto the Third Party based upon him now owning 194.996 acres of the total of 442.30 acres shown under Proof Number 00405, and 2.28% onto the Fourth Parties based upon them now owning 10.07 acres of the total of 442.30 acres shown under Proof Number 00405.

Said division shall be made according to the following

*Copy*

listed priorities, with the culture, location, length of season and duty of water as described in the Edward's Decree per above: 2.28

PRIORITY	HARVEST ACRES	FIRST	SECOND	THIRD	FOURTH	
1865	16.00	6.87	1.71	7.06	.36	.004
1868	4.00	1.73	.43	1.75	.08	.001
1868 A	19.42	8.34	2.08	8.56	.44	.605
1869	33.88 ✓	14.55	3.62	14.94	.77	.009
1870	3.74 3.54	1.52	.38	1.56	.08 .28	.003
1871	54.76 ✓	23.52	5.84	24.15	1.25	.015
1872	18.51	7.95	1.98	8.16	.42	.005
1873	20.68	8.88	2.21	9.12	.47	.006
1874	16.81	7.22	1.80	7.41	.38	.004
1875	84.08	36.12 ✓	8.97	37.07	1.92	.023
1876	29.89	12.84	3.19	13.18	.68	.008
1877	18.03	7.75	1.93	7.94	.41	.005
1878	17.70 <sup>337.30</sup>	7.60	1.89	7.81	.40	.004
1888	1.50	.64	.16	.67	.03	.000
1896	8.00	3.44	.86	3.52	.18	.002
1900	17.00 <sup>60.00</sup>	7.30 ✓	1.81	7.50	.39	.005
1901	25.10	10.78	2.67	11.07	.58	.007
1904	8.40	3.61 ✓	.89	3.70	.20	.002
1911	10.00	4.30 <sup>0.11</sup>	1.06	4.40	.24	.003
1912	20.00 <sup>1.00</sup>	8.60 <sup>0.8</sup>	2.13	8.81	.46	.006
1914	15.00	6.44	1.60	6.62	.34	.004
<b>TOTAL</b>	<b>442.30</b>	<b>190.00</b> <sup>2.34</sup>	<b>47.21</b> <sup>.581</sup>	<b>195.00</b> <sup>2.40</sup>	<b>10.09</b>	<b>.124</b>

The Parties hereto shall have full right to claim all the rights as granted to them, as herein agreed, and to resist collectively or individually any ruling, order or action of the State Engineer contrary thereto as the same shall effect the water rights appurtenant to such lands as owned by the Parties hereto.

6. The brackets as set forth in the Edward's Decree, or in the Bartlett Decree, if the same should be declared at any time to

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be controlling with regard to brackets, shall in no event bracket the waters and the lands of the Parties hereto together, and the brackets shall be as though each of the Parties were bracketed individually. This agreement shall in no way be a restriction upon the bracketing of the lands and the waters of the respective Parties, as long as the said lands of the Parties are not bracketed together.

7. An executed copy of this Contract shall be filed with the Department of Conservation and Natural Resources, Division of Water Resources, State of Nevada, Carson City, Nevada, may be recorded in the office of the County Recorder of Elko County, Nevada, and any or all of the Parties may at any time hereafter petition the said Department of Conservation and Natural Resources for a change of point of diversion or place of use as may be required to carry out the terms and the intent of this Contract. That no party of this Contract will contest any other party's application and will cooperate fully in giving testimony and support thereof and requesting that the same be granted, and will appear in like extent and like fashion for the same purposes in any appellate proceedings that may arise therefrom. Any of the parties hereto may petition the Sixth Judicial District Court of the State of Nevada, in and for the County of Humboldt in an appropriate action or actions to modify, amend or change the pertinent decree or decrees to reflect the intent and purposes of this Contract. That no Party to this agreement will contest any others petition and will cooperate fully in giving testimony and support thereof and requesting that same be granted.

8. This agreement does not deal with nor effect any water rights of any party hereto which were not bracketted together in the Decrees or any other water rights which may be appurtenant to other lands not described herein owned by any of the parties hereto.

9. This Contract in no way forecloses the Parties' respective domestic stock water rights and there is no intention hereto to the Contact as to such rights.

10. Each Party hereto grants onto the other an easement to all existing ditches and diversions, which now serve the other lands

Copy

with his above-described waters.

11. The covenant on the part of the respective Parties hereto to be performed and reserved shall be a covenants running with the lands hereinabove described.

This contract shall be binding upon an inure to the benefit of the parties hereto, and the executors, administrators, heirs, successor, and assigns of the respective Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their respective hands as of the date and year first above written.

First Party:

*Daniel Kennedy*  
DANIEL KENNEDY

Second Party:

*Edward J. Blackstock*  
EDWARD J. BLACKSTOCK  
*Martha P. Blackstock*  
MARTHA P. BLACKSTOCK

Third Party:

*Silas D. Sinton*  
SILAS D. SINTON

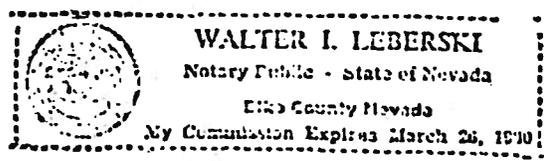
Fourth Party:

*Bruce Blackstock*  
BRUCE BLACKSTOCK  
*Barbara Blackstock*  
BARBARA BLACKSTOCK

STATE OF NEVADA )  
                          ) SS  
COUNTY OF ELKO )

On this 14th day of September, 1978, personally appeared before me, a notary public, DANIEL KENNEDY, who acknowledged that he executed the above instrument.

*Walter I. Leberski*  
NOTARY PUBLIC

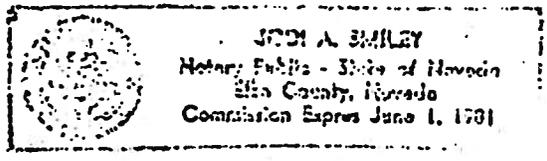


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STATE OF NEVADA )  
 ) SS.  
COUNTY OF ELKO )

On this 31<sup>st</sup> day of November, 1978, personally appeared before me, a Notary Public, EDWARD J. BLACKSTOCK, who acknowledged that he executed the above instrument.

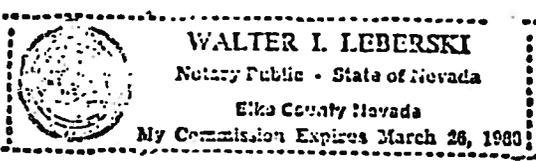
Jodi A. Smiley  
NOTARY PUBLIC



STATE OF NEVADA )  
 ) SS.  
COUNTY OF ELKO )

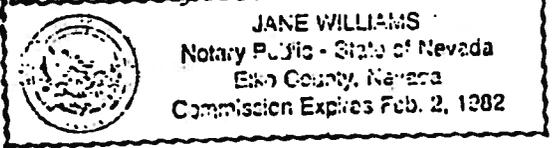
On this 12<sup>th</sup> day of December, 1978, personally appeared before me, a Notary Public, MARTHA P. BLACKSTOCK, who acknowledged that she executed the above instrument.

Walter I. Leberski  
NOTARY PUBLIC



STATE OF NEVADA )  
 ) SS.  
COUNTY OF ELKO )

On this 6<sup>th</sup> day of November, 1978, personally appeared before me, a Notary Public, SILAS D. SINTON, who acknowledged that he executed the above instrument.

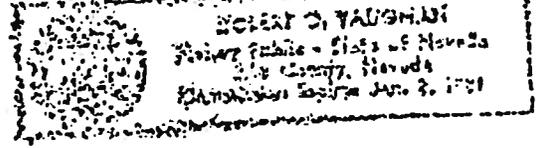


Jane Williams  
NOTARY PUBLIC

STATE OF NEVADA )  
 ) SS.  
COUNTY OF ELKO )

On this 27 day of Nov, 1978, personally appeared before me, a Notary Public, BRUCE BLACKSTOCK, who acknowledged that he executed the above instrument.

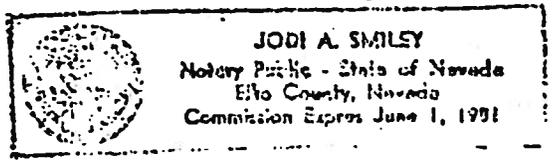
Bruce Vaughan  
NOTARY PUBLIC



STATE OF NEVADA )  
 ) SS.  
COUNTY OF ELKO )

On this 2<sup>nd</sup> day of November, 1978, personally appeared before me, a Notary Public, BARBARA BLACKSTOCK, who acknowledged that she executed the above instrument.

Jodi A. Smiley  
NOTARY PUBLIC



-6-

Copy

EXHIBIT "A"

PARCEL NO. 1

1st part of  
Kennedy  
11/2, 96/16

TOWNSHIP 33 NORTH, RANGE 57 EAST, M.D.B. & M.

Section 24: SE $\frac{1}{4}$  of NE $\frac{1}{4}$

TOWNSHIP 33 NORTH, RANGE 58 EAST, M.D.B. & M.

Section 19: SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$  of SW $\frac{1}{4}$  and 10 acres of  
N $\frac{1}{2}$  or N $\frac{1}{4}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$ .

PARCEL NO. 2

A portion of the Lot 1 of Section 19, Township 33 North Range 58 East, and the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 24, Township 33 North, Range 57 East, M.D.B. & M., more particularly described as follows:

Commencing at the quarter corner between Sections 19 and 24, Township 33 North, Ranges 57 and 58 East, M.D.B. & M. running thence North 1320 feet, the point of beginning; thence South 89° East, 415.8 feet to Corner 2; thence North 34° 07' West, 1345.1 feet along a fence now in place to Corner No. 3; thence North 1° 38' East, 181.8 feet along a fence now in place, to Corner No. 4; thence West 987.50 feet along a fence on the south side of a lane, to the West boundary of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 24, Township 33 North, Range 57 East, and Corner No. 5; thence South 1288.00 feet along said west boundary to Corner No. 6; thence East 1320.6 feet to Corner No. 1, the place of beginning.

PARCEL NO. 3

A portion of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 19, Township 33 North, Range 58 East, M.D.B. & M., more particularly describe as follows:

Beginning at the center of Section 19, Township 33 North, Range 58 East, M.D.B. & M., running thence North 622.4 feet along a fence line to Corner No. 2; thence South 87° 00' West, 358.0 feet along a fence line to Corner No. 3; thence North 10° 24' West, 328.0 feet along a fence to Corner No. 4; thence South 73° 24' West 280.8 feet along a fence to Corner No. 5; thence North 14° 28' West, 511.8 feet along a fence to Corner No. 6; thence North 89° 00' West, 512.3 feet to Corner No. 7, also the Northwest Corner of the SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 19, Township 33 North, Range 58 East, M.D.B. & M.; thence South 1324.00 feet along west boundary of SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 19 same Township, to Corner No. 8; thence South 88° 50' East, 1326 feet along a fence line to Corner No. 1, the place of beginning.

EXHIBIT "B"

*of 100%*  
*to 100%*  
*Company*  
*10.67%*

A parcel of land located in the NW $\frac{1}{4}$  of Section 19, Township 33 North, Range 58 East, M.D.B. & M. and the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 24 Township 33 North, Range 57 East, M.D.B. & M., more particularly described as follows:

Commencing at the West Quarter corner of Section 19, Township 33 North, Range 58 East, M.D.B. & M., North 77°51' East, 2729.75 feet to a 1" diameter steel pin, the point of beginning:

Thence South 87°00' West, 358.00 feet along a fence line to a point; thence North 10°24' West, 328.00 feet along a fence line to a point; thence South 73°24' West, 280.80 feet along a fence line to a point; thence North 14°28' West, 511.80 feet along a fence line to a point; thence North 89°00' West, 1418.50 feet along a fence line to a point; thence North 34°07' West, 1345.10 feet along a fence line to a point; thence North 01°38' East, 181.80 feet along a fence line to a point; thence East 624.95 feet to a point; thence South 30°54' East, 715.81 feet to a point; thence North 60°31' East, 203.45 feet to a point; thence North 73°13' East, 375.40 feet to a point; thence South 42°21' East, 389.50 feet to a point; thence South 15°55' East, 80.00 feet to a point; thence East 1168.05 feet to a point; thence South 1268.77 feet to the point of beginning containing 57.304 acres more or less.

EXHIBIT "C"

3rd party  
signature

HH. 09%  
10/1

TOWNSHIP 33 NORTH, RANGE 58 EAST, M.D.B. & M.

Section 18: SW $\frac{1}{4}$

Section 19: NE $\frac{1}{4}$  NW $\frac{1}{4}$

A portion of the NW $\frac{1}{4}$  NW $\frac{1}{4}$  (Lot 1) of Section 19, Township 33 North, Range 58 East, M.D.B. & M., and the NE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 24, Township 33 North Range 57 East, M.D.B. & M., more particularly described as follows:

Commencing at the quarter corner between Sections 19 and 24, Township 33 North, Ranges 58 and 57 East, running thence North 1320.0 feet to a point; thence S. 89°00' East, 415.6 feet to Corner No. 1, the place of beginning; thence North 34°07' West, 1345.10 feet along a fence line to Corner No. 2; thence North 1°38' East, 181.8 feet along a fence to Corner No. 3; thence West 987.50 feet along the South boundary of a lane to the West boundary of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 24, Township 33 North, Range 57 East, and to Corner No. 4; thence North 47.0 feet, more or less, to the North line of Section 24, Township 33 North, Range 57 East, and to Corner No. 5; thence East along the North boundary of Section 24, Township 33 North, Range 57 East, and the North boundary of Section 19, Township 33 North, Range 58 East, M.D.B. & M., 2646.50 feet more or less, to the Northeast corner of the NW $\frac{1}{4}$  NW $\frac{1}{4}$  or Lot 1, of Section 19, Township 33 North, Range 58 East, and to Corner No. 6; thence South 1358.0 feet, more or less, to the Southeast corner of said Lot 1; thence North 89°00' West, 910.2 feet to Corner No. 1, the place of beginning, containing 41.4 acres, more or less.

A portion of the SE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 19, Township 33 North, Range 58 East, M.D.B. & M., more particularly described as follows:

Commencing at the center of Section 19, Township 33 North, Range 58 East, M.D.B. & M., running thence North 622.4 feet along a fence to Corner No. 1, the place of beginning; thence South 87°00' West, 358.0 feet along a fence to Corner No. 2, thence North 10°24' West, 328.0 feet along a fence to Corner No. 3; thence South 73°24' West, 280.0 feet along a fence to Corner No. 4; thence North 14°28' West 511.8 feet along a fence to Corner No. 5; thence South 89°00' East, 813.7 feet to Corner No. 6; thence South 704.6 feet to Corner No. 1 the place of beginning, containing 10.6 acres, more or less.

EXCEPTING FROM THE FOREGOING, a parcel of land located in the NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 19, Township 33 North, Range 58 East M.D.B. & M. and the NE $\frac{1}{4}$

Copy

of NE $\frac{1}{4}$  of Section 24, Township 33 North, Range 57 East, M.D.B. & M., more particularly described as follows: Commencing at the West quarter-corner of Section 19, Township 33 North, Range 58 East, M.D.B. & M., North 77°51' East, 2729.75 feet to a 1" diameter steel pin, the point of beginning: thence South 87°00' West, 358.00 feet along a fence line to a point; thence North 10°24' West, 328.00 feet along a fence line to a point; thence South 73°24' West, 280.80 feet along a fence line to a point; thence North 14°28' West, 511.80 feet along a fence line to a point; thence North 89°00' West, 1418.50 feet along a fence line to a point; thence North 34°07' West, 1345.10 feet along a fence line to a point; thence North 01°38' East, 181.80 feet along a fence line to a point; thence East 624.95 feet to a point; thence South 30°54' East, 715.81 feet to a point; thence North 60°31' East, 203.45 feet to a point; thence North 73°13' East, 375.40 feet to a point; thence South 42°21' East, 389.50 feet to a point; thence South 15°55' East, 80.00 feet to a point; thence East 1168.05 feet to a point; thence South 1268.77 feet to the point of beginning containing 57.304 acres more or less.

EXHIBIT "D"

*Handwritten notes:*  
2.28%  
H

A parcel of land located within the W $\frac{1}{2}$  of Section 19, T 33 N, R 53 E., M.D.B.&M., more particularly described as follows:

Commencing at the Centerline Monument at "A" and Main Street, Town of Lamoille, Elko County, Nevada, thence N 22° 27' 05" W 1281.59 feet to a point (a steel pin), being the Northeast Corner of the Aranguena parcel, thence S 87° 00' 00" W 100.00 feet to Corner No. 1, the true point of Beginning. thence continuing S 87° 00' 00" W 258.00 feet along a fence line to Corner No. 2, being common with a Corner of a parcel of land owned by Dan Kennedy, thence N 10° 24' 00" W 328.00 feet along said Kennedy parcel to Corner No. 3, thence S 73° 24' 00" W 280.80 feet along said Kennedy parcel to Corner No. 4, thence N 14°28'00" W 511.80 feet to Corner No. 5, thence N 140.37 feet to Corner No. 6, thence E 604.66 feet to Corner No. 7, thence S 44.84 feet to Corner No. 8, thence S 7°43'58" W 194.28 feet to Corner No. 9, thence S 74°38'59" W 25.10 feet to Corner No. 10, thence S 4°51'54" E 265.39 feet to Corner No. 11, thence N 82°03'01" E 241.01 feet to Corner No. 12, thence S 0°16'30" W 246.93 feet to Corner No. 13, thence S 42°59'25" W 116.93 feet to Corner No. 14, thence S 19°57'06" W 60.93 feet to Corner No. 1, the point of beginning containing 10.095 acres more or less.

CERTIFICATION OF COPY  
STATE OF NEVADA  
COUNTY OF ELKO ) SS.  
I, JERRY D. REYNOLDS, the duly elected and qualified Recorder of Elko County, in the State of Nevada, do hereby certify that this is a true, full and correct copy of the original as filed in this office. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office in Elko, Nevada, this

14<sup>th</sup> day of December A.D. 1978  
JERRY D. REYNOLDS, COUNTY RECORDER  
*Storie Madigan, Deputy*

13.00 119016  
FILED FOR RECORD  
AT REQUEST OF  
VAUGHAN, HULL, MARFISI  
& CORENHAYES  
78 DEC 14 P 1:10  
RECORDED BY 283 109  
JERRY D. REYNOLDS  
ELKO CO. RECORDER

119016

VAUGHAN, HULL & MARFISI, LTD.  
ATTORNEYS AND COUNSELORS  
530 IDAHO STREET  
ELKO, NEVADA 89801

BOOK 282 PAGE 119

#000105

KENNEDY	43.12%	190.70 / 442.30
MARBLE	34.70%	153.48 / 442.30
BLACKSTOCK	12.79%	56.57 / 442.30
SEVENTH	9.38%	41.51 / 442.30

(PASTI + HARRISON 1901 primary - 1912 pm)