

00012

	Water Right	Road +
Herman	68.21'	.64
Conley	12.00'	.30
Chapsey	9.50'	.50
Schneider	3.34'	.25
Decker	15.60'	.40
Tatomick	15.60'	.40
Bergeson	20.25'	.47
M ^r Mahan	3.50'	.15
Danielle	13.00'	.12
	<hr/> 160.00	<hr/> 3.25

10-1-95

W.T.

304
.2'

BREAKDOWN OF 00412

<u>OWNER</u>	<u>WATER RIGHT</u>	<u>ROAD +</u>	
HERMAN	68.21	.64	1.50
CONLEY	12.00	.30	.08
CAMPSEY	9.50	.50	.71
SCHNEIDER	3.34	.25	
DECKER	15.60	.40	
TATOMER	15.60	.40	
BERGERON	20.25 ¹³	.49	
MCMAHON	3.50	.15	
DAMELE	<u>12.00</u>	<u>.12</u>	
TOTAL	160.00	3.00	

	43%	9%	6%	2%	10%	25%	7%	100%
	Herman	Conley	Campsey	Scheider	Decker	Bearson	Dameli	Total
1865	4.00	1.72	.28	.24	.08	.40	1.00	4.00
1868	1.00	.43	.07	.06	.02	.10	.25	1.00
1868	8.28	3.60	.59	.55	.17	.84	2.09	8.28
1869	14.62	6.29	1.02	.85	.29	1.42	3.66	14.26
1870	1.78	.77	.12	.11	.04	.17	.45	1.78
1871	27.38	11.77	1.92	1.64	.55	2.74	6.84	27.38
872	9.25	2.72	.65	.56	.19	.91	2.31	9.25
1873	10.34	4.15	.72	.62	.21	1.02	2.60	10.34
1874	8.40	3.61	.59	.50	.18	.84	2.09	8.40
1875	42.04	18.28	2.94	2.52	.85	4.20	10.51	42.04
1876	14.94	6.72	1.05	.87	.30	1.45	3.74	14.94
1877	9.02	3.71	.63	.54	.19	.90	2.25	9.02
1878	8.85	3.71	.62	.52	.19	.88	2.21	8.85
160.00	68.31	11.20	9.58	3.26	15.95	40.00	11.20	160.00
- Road	.60	+80	.08	+08	.35	-65	+80	-1.68
1.68	68.21	11.20 11.76 + .56 <u>12.00</u>	9.50	3.26 3.82 - .48 <u>3.34</u>	15.60	39.35	11.20 11.76 + .24 <u>12.00</u>	158.32

	43%	8%	6%	2%	10	22%	8%
	Herman	Conly	Campsey	Schneider	Decker	Berg	Daniel
1865 4.00	1.72	.32	.24	.08	.40	.92	.32
1868 1.00	.43	.08	.06	.02	.10	.23	.08
1868 8.38	3.60	.67	.50	.17	.84	1.93	.67
1869 14.62	6.29	1.17	.88	.29	1.46	3.36	1.17
1870 1.78	.77	.14	.11	.04	.19	.41	.14
1871 27.38	11.77	2.19	1.64	.55	2.74	6.30	2.19
1872 9.25	3.98	.74	.56	.19	.91	2.13	.74
1873 10.34	4.75	.83	.62	.21	1.02	2.38	.83
1874 8.40	3.61	.67	.50	.18	.84	1.93	.67
1875 42.04	19.08	3.36	2.52	.89	4.20	9.67	3.36
1876 14.94	6.42	1.20	.88	.30	1.49	3.44	1.20
1877 9.02	3.88	.72	.54	.19	.90	2.07	.72
1878 8.85	3.81	.71	.52	.18	.88	2.04	.71
16000	68.81	12.80	9.58	3.35	15.95	36.81	12.80
Road	.60	.80	.08		.35	.68	.80
	68.21	12.60	9.66	3.35	15.60	36.81	12.60

1.24

Cover
McMahon Water Right on Lamoille Creek
Proof #00412 John W. McNew
14.85% of Proof

Harvest Acres	Acres
1865 4.00	.594
1868 1.00	.148
A1868* 8.38	1.244
1869 14.62	2.171
1870 1.78	.264
1871 27.38	4.066
1872 9.25	1.373
1873 10.34	1.535
1874 8.40	1.247
1875 42.04	6.243
1876 14.94	2.219
1877 9.02	1.340
1878 8.85	1.314
TOTAL <u>160.00</u>	<u>23.758</u>

A G R E E M E N T

THIS AGREEMENT made this 23rd day of June, 1972, by and between JOHN P. CARROLL and MARGIE I. CARROLL, his wife, hereinafter referred to as First Party, DEAN H. HERMAN and CORA L. HERMAN, his wife, hereinafter referred to as Second Party, FRANK E. HOWELL and ELMA W. HOWELL, his wife, hereinafter referred to as Third Party and CLARK STEARNS and JESSIE L. STEARNS, his wife, hereinafter referred to as Fourth Party,

W I T N E S S E T H:

WHEREAS all the Parties hereto have heretofore owned and held undivided interests in and to the Northwest Quarter of Section 18, Township 33 North, Range 58 East. M.D.B.&M., and

WHEREAS said Parties have apportioned and divided the above-described land, and have made the appropriate and necessary conveyances therefor to provide each of the parties a separate, distinct portion of said quarter-section, and

WHEREAS the water rights appurtenant to the aforesaid quarter-section have been adjudicated under the Humboldt Decree as bracketed rights and it would be difficult to apportion said waters equitably amongst the parties and would also diminish the value of said water rights,

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, IT IS HEREBY AGREED:

1. The water rights and privileges and rights to the use of the water appurtenant or attached to the above-described quarter-section (said water right having been adjudicated as a part of the Humboldt River Adjudication under the name of John W. McNew and the rights specifically set forth at page 177 of the Bartlett Decree) shall be used cooperatively and jointly by the parties hereto, with each of the parties entitled to that portion

of the whole water right as that Party's land ownership bears to the whole of the land in the quarter section, more particularly defined as follows:

First Party:	30.71%
Second Party:	30.71%
Third Party:	23.73%
Fourth Party:	14.85%

2. The use of the above-described water rights shall be in accordance with its historical use and as governed by the Office of the State Engineer, State of Nevada. Each Party shall use the water in such a manner as to allow all other Parties reasonable use of their respective water rights. Modification of the use of the water shall not be made nor attempted by any party without the consent of all of the Parties hereto first had and obtained.

3. A Party's interest in and to the water rights herein described shall not be sold, transferred or conveyed separate and apart from the land to which they are appurtenant and attached (as shown in Schedule A, attached hereto and incorporated herein). Any person who purchases or otherwise obtains an ownership interest in the land subject to this Agreement - and the appurtenant water right - shall be bound by the terms and conditions hereof and the covenants herein contained shall run with the land.

4. Each Party does hereby agree to assist in the construction and maintenance of all the ditches, dams, devices and diversion points necessary to the reasonable and equitable use of the water rights, and accepts a portion of the financial responsibility for the cost of such construction and maintenance, the financial responsibility of each Party to be:

First Party: 30.71%

Second Party: 30.71%

Third Party: 23.73%

Fourth Party: 14.85%

5. Each Party agrees to grant the necessary right of way for all canals and ditches over his lands and the easement that may be necessary for the proper handling and distribution of water and maintenance of the canals and ditches.

6. Each Party obligates himself to conform to all the covenants herein contained and to the laws of the State of Nevada and reasonable directives of the Office of the State Engineer.

7. The water subject to this Agreement shall be used as provided in The Humboldt River Adjudication.

8. Each party obligates himself to avoid waste.

9. The land upon which the respective water rights of the parties hereto shall be used are set forth in said Schedule A, and shall not be transferred therefrom.

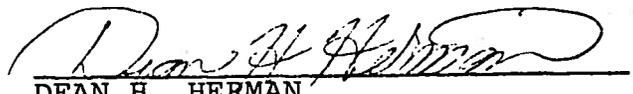
10. This Contract shall be binding upon and inure to the benefits of the heirs, administrators, executors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the parties hereunto set their hands as of the day and year first hereinabove written.

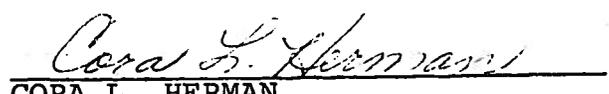
FIRST PARTIES:

SECOND PARTIES:


JOHN P. CARROLL


DEAN H. HERMAN


MARGIE I. CARROLL


CORA L. HERMAN

SCHEDULE "A"

FIRST PARTIES:

A parcel of land located in the Northwest Quarter of Section 18, Township 33 North, Range 58 East, M.D.B.&M. more particularly described as follows:

Beginning at the Northwest Corner of said Section 18,

Thence Easterly along the Northerly Section Line of said Section 18 a distance of 806.67 feet to Corner No. 1, the place of beginning,

Thence continuing East along said Northerly Section Line a distance of 806.67 feet to Corner No. 2,

Thence South a distance of 2640 feet more or less to the East-West quarter section line, Corner No. 3,

Thence Westerly along said East-West quarter Section Line a distance of 806.67 feet to Corner No. 4,

Thence North a distance of 2640 feet more or less to Corner No. 1, the place of beginning, containing 48.8 acres more or less.

SECOND PARTIES:

A parcel of land located in the Northwest Quarter of Section 18, Township 33 North, Range 58 East, M.D.B.&M. more particularly described as follows:

Beginning at the Northwest Corner of said Section 18 being Corner No. 1, the place of beginning; thence east along the Section Line a distance of 806.67 feet to Corner No. 2;

Thence South a distance of 2640 feet, more or less, to the East-West quarter section line, Corner No. 3;

Thence Westerly along said East-West quarter-section line, a distance of 806.67 feet to the West quarter corner of said Section, Corner No. 4;

Thence Northerly along the Range Line, a distance of 2640 feet, more or less, to the Northwest corner of said Section 18, Corner No. 1, the place of beginning, containing 48.8 acres more or less.

THIRD PARTIES:

A parcel of land located in the Northwest Quarter of Section 18, Township 33 North, Range 58 East, M.D.B.&M. more particularly described as follows:

Beginning at the Northwest Corner of said Section 18;

Thence Easterly along the Northerly Section Line of said Section 18, a distance of 1613.34 feet to Corner No. 1, the place of beginning;

Thence continuing east along said Northerly Section Line, a distance of 623.33 feet to Corner No. 2;

Thence South a distance of 2640 feet, more or less, to the East-West quarter-section line, Corner No. 3;

Thence Westerly Along said East-West quarter-section line, a distance of 623.33 feet to Corner No. 4;

Thence North a distance of 2640 feet, more or less, to Corner No. 1, the place of beginning, containing 37.7 acres, more or less.

FOURTH PARTIES:

A parcel of land located in the Northwest Quarter of Section 18, Township 33 North, Range 58 East, M.D.B.&M. more, particularly described as follows:

Beginning at the Northwest Corner of said Section 18,

Thence Easterly along the Northerly Section Line of said Section 18, a distance of 2236.67 feet to Corner No. 1, the place of beginning;

Thence continuing East along said Northerly Section Line, a distance of 373.33 feet, more or less, to the North quarter corner of said Section 18, Corner No. 2;

Thence Southerly along the North-South quarter-section line a distance of 2640 feet, more or less, to the center of said Section 18, Corner No. 3;

Thence Westerly along the East-West quarter-section line, a distance of 412.33 feet to Corner No. 4;

Thence North a distance of 2640 feet, more or less, to Corner No. 1, the place of beginning, containing 23.6 acres, more or less.

