

(10) The approximate number of animals watered by the claimant in subsequent years was as follows:
80 or more head of cattle

If water was not used, or used in reduced quantity at any time, full information as to causes and duration of non-use should be given.

(11) The amount of water which has been necessary to be diverted for this purpose has been

0.0031 cubic feet per second.

448.83 gallons per minute equals 1 cubic foot per second

(12) The works are located at:

SE1/4 NW1/4, Sec. 14, T28N, R33E, MDM

Describe as being within a 40-acre subdivision, section, township and range of public survey. If on unsurveyed land, it should be stated.

Remarks

See Coal Canyon Poker Brown Allotment Water Use Summary, and Affidavit of Water Use Abigah E. Duncan.

The filing of this vested claim is to confirm the earliest priority of use, but is not intended to replace or supersede claimant's water use confirmed under certificate for this source.

The undersigned, being first duly sworn, deposes and says that the facts relative to the appropriation of water by Abigah Duncan and predecessors are full and correct to the best of his/her knowledge and belief.

If proof is not made by claimant, deponent should state on this line by virtue of what authority he/she represents the claimant.

Duncan Family 2002 Trust

Name of Claimant

By Abigah E. Duncan

Telephone No. (775) 273-0855

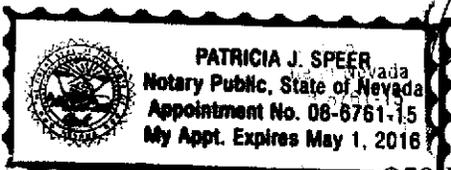
Abigah E. Duncan

PO Box 532

Lovelock, NV 89419

Telephone No. (775) 273-0855

Subscribed and sworn to before me this 24 day of March, 2013



Patricia Speer Notary Public in and for the County of Fershing

My commission expires May 1, 2016

RECEIVED
APR 01 2013
STATE ENGINEER'S OFFICE

**AFFIDAVIT OF WATER USE
ABIGAH E. DUNCAN
RE: CHUCKER SPRING AKA LOWER ROCHESTER SPRING**

State of Nevada)
) ss.
County of Pershing)

I, Abigah Elum Duncan, do hereby swear, under penalty of perjury, that the assertions of this affidavit are true to the best of my knowledge and belief:

1. My name is Abigah Elum Duncan or “Bige,” and sometimes referred to as AE Duncan or Abigah Elum Duncan Sr.
2. I am a resident of Pershing County, Nevada. My address is 6500 Old Emigrant Road, Lovelock, NV 89419. My phone number is 775-273-0855.
3. I was born in Duncan, Arizona on February 25, 1920. As of the date of this affidavit I am 93 years old.
4. I make this affidavit in support of claiming a vested water right for stock water on the Coal Canyon-Poker Allotment, USDI, BLM Permit #00104.

Real Property Ownership

5. In 1946 I acquired property in Pershing County, Nevada. Before that time, I lived on a ranch in Kingman, Arizona with my parents Gus and Nora Duncan. In July of 1946, the drought forced us to relocate, so we loaded all of our stock onto railroad cattle cars and I rode the train with the livestock headed north. The stock and I departed the train in Lovelock, Nevada. From there, my parents and I drove (via horseback) our livestock to Kitten Springs. We camped out with the livestock on the Kitten Springs ranch until I purchased the Salinas Ranch in October of 1946.
6. The ranch property I acquired is described as the Salinas Ranch, now known as the Duncan Ranch and is more particularly described as more than 4900 acres located in Pershing County, Nevada; our various parcels are located within T28N R32E, T29N R32E, T29N R33E MDM, and 80 acres in T32N R34E MDM. Our private property is located south of Rye Patch Dam along the Humboldt River in Pershing County. See Exhibit 1.
7. At the time I acquired the property it was understood that I purchased a 485 head permit, including all water, water rights, ditch, ditch rights, range, range rights and grazing permits. I have purchased additional railroad parcels since that time.

8. The Duncan Ranch is currently titled to the Duncan Family 2002 Trust and is operated by Bige, Maxine, Dan, Joan, and Abigah John "AJ" Duncan.

Grazing Use and Grazing Preference

9. As part of my ranching operation, I first began grazing cattle and horses on the Star Peak Allotment in 1946. The Star Peak Allotment was located on the east side of the railroad. There were no fences on the allotments and I grazed our cattle with other permittees on the allotments. In 1954, I sold some of my property in the Star Peak Allotment and moved to the Rochester Allotments.
10. In 1946, the grazing season of use was from November 1st to June 30th. At the end of the grazing season, the cattle were brought to our private ground along the Humboldt River, where they remained from July 1st to October 31st. Each year we repeated this cycle, continuing to turn out the cattle onto the allotment from November to June and bring the cattle to the river from July to October.
11. In 1960, I acquired a railroad lease from Henry Brink on the west side of the railroad in the Poker allotment. Later in the 1960s, I acquired William "Bill" Able's grazing permit on the west side of the railroad in the Poker Allotment. A map and documents from the BLM of the grazing area are attached as Exhibit 2. I continued the November to June grazing pattern from 1946 until 1967 in the Poker Allotment.
12. In 1967 the United States Department of Interior, Bureau of Land Management ("BLM") adjudicated the grazing rights for the Rochester and Poker Allotments. The adjudication was completed in 1971.
13. As a result of the BLM adjudication, the Rochester Allotment and Poker Allotment were fenced and I was issued a grazing permit known as the Coal Canyon Poker Allotment Permit #00104. I relinquished some of my grazing ground in the Rochester Allotment, on the east side of the railroad to the other permittees in exchange for BLM fencing my allotment, as well as to become the sole permittee in the Coal Canyon Poker Allotment. A map of my grazing allotment is attached as Exhibit 3, and a copy of my grazing permit is attached as Exhibit 4.
14. My grazing permit authorizes me to run 2587AUMs year around, utilizing different pastures or locations within the allotment at different times of the year. We continue to bring the cattle to our private ground along the Humboldt River from July 16th until October 31st. November 1st we turn the cattle out on our range rotating from the west side of the railroad to the east side of the railroad each year.
15. Since 1946, I have made continuous use of the grazing preferences on the Coal Canyon Poker Allotment.
16. I, or my son, have made continuous use of our grazing preference pursuant to the terms of the grazing permit since 1946 to the present day.

RECEIVED

APR 6 2008

STATE ENGINEERS OFFICE

Water Use

17. Chucker Spring is located in SE1/4 NW1/4, Sec. 14, T28N, R33E, MDM. Exhibit 5.
18. Chucker Spring is also known as Chukar Spring or Lower Rochester Spring.
19. This source consists of a spring box with a small water line that conveys water to two water troughs.
20. The water line is approximately 300 feet long to the water troughs that hold approximately 500 gallons of water each.
21. In 1962, I entered into a Cooperative Agreement with the BLM in which I would furnish pipe, labor, a trough and spring box, and the BLM would dig out the spring, trench the pipeline and furnish a trough and barrels for the spring box. Exhibit 6.
22. Every other year when we are using this source we maintain this source by checking the water line and cleaning it out if needed, and making sure the troughs are in working condition.
23. In 1929, Serena and Duccini submitted an application (No. 8879) for water permit for stock watering 100 cattle from this water source. Exhibit 7. In 1936, Serena was issued a certificate (No. 2199) for the spring for 0.0031 cfs or water sufficient for 100 head of cattle. Exhibit 8.
24. Chucker Springs naturally runs year round.
25. Every other year we water approximately 80 head of cattle, including pairs, at this location.
26. When we are using this water source, we only check it about once a week.
27. We have used this source the entire time I have had a grazing preference for this area.

DATED this 24 day of March, 2013.

Abigah Elum Duncan
Abigah Elum Duncan

SUBSCRIBED AND SWORN to before me by Abigah Elum Duncan this 24 day of March, 2013.

Patricia J. Speer
Notary Public for Nevada
My commission expires: May 1, 2016

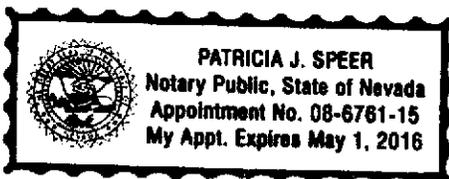
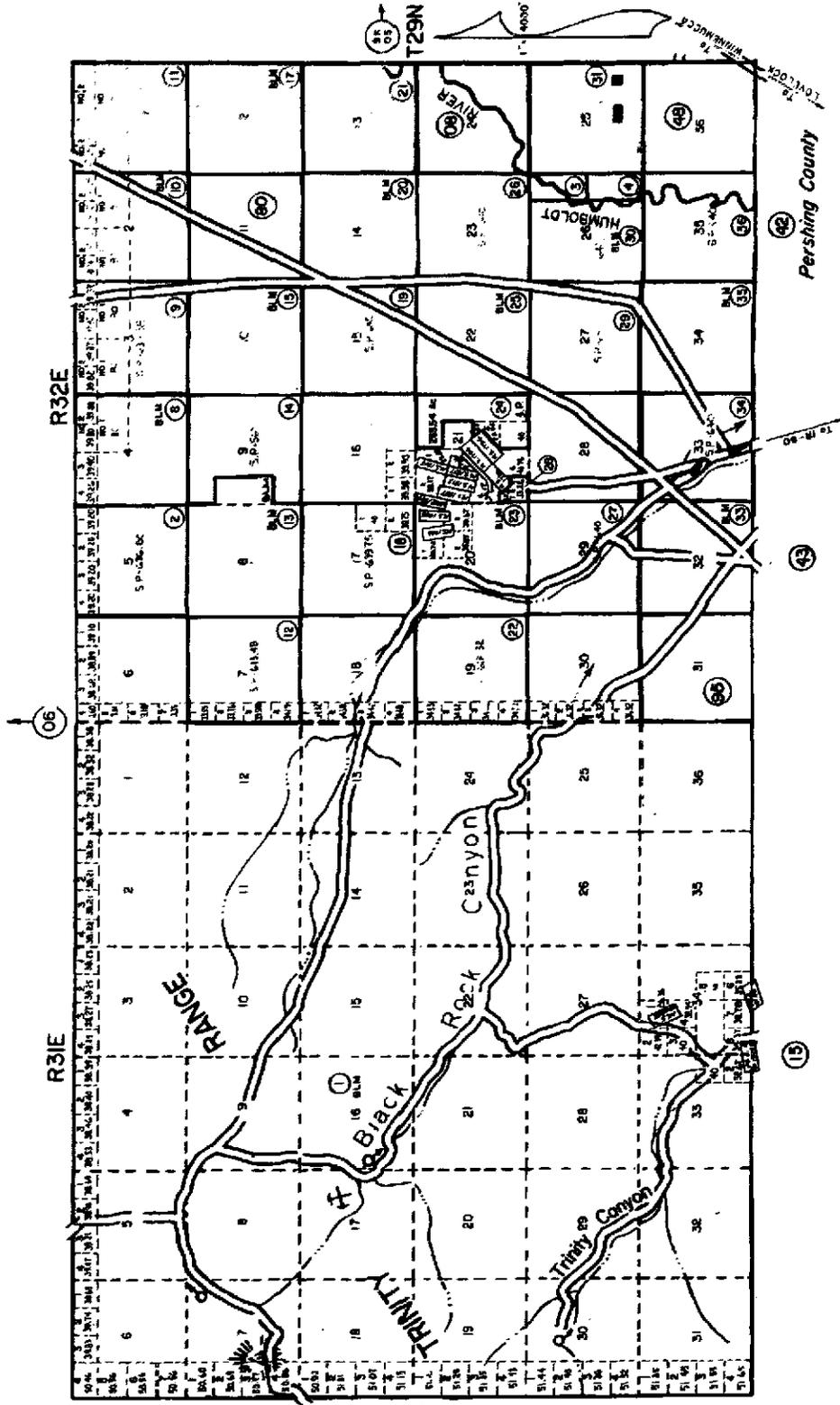


EXHIBIT 1: DUNCAN PROPERTY (CURRENT)

Parcel #	Legal Description
003-421-01	T28N R32E Sec 3, All
003-421-02	T28N R32E Sec 2, SW ¼ SW ¼
003-421-04	T28N R32E Sec2, SW ¼ SE ¼
003-421-07	T28N R32E Sec 2, E ½ NE ¼; NE ¼ SE ¼
003-421-08	T28N R32E Sec 1, NW ¼: PTN SW ¼
003-421-16	T28N R32E Sec 10, NW ¼; N ½ NE ¼; W ½ SW ¼ T29N R32E Sec 15, All
003-431-15	T28N R32E Sec 16, SE ¼ NE ¼
003-431-19	T28N R32E Sec 16, SW ¼ S ½
003-441-06	T28N R32E Sec 20, E ½ NE ¼ T29N R32E Sec 21, All
003-451-01	T28N R32E Sec 22, N ½ NW ¼; NW ¼ NE ¼
003-071-04	T29N R32E Sec 26, E ½ SE ¼
003-071-36	T29N R32E Sec 35, NW ¼: PTN SW ¼
003-481-01	T29N R32E Sec 36, W ½ W ½
011-010-02	T29N R33E Sec 6, PTN Sec 6
011-010-26	T29N R33E Sec 7, E ½; W ½
011-010-27	T29N R33E Sec 18, W ½ W ½
008-220-16	T32N R34E Sec 28, W ½ NW ¼

*** THIS IS AN UNOFFICIAL COPY ***

03-07
03-07

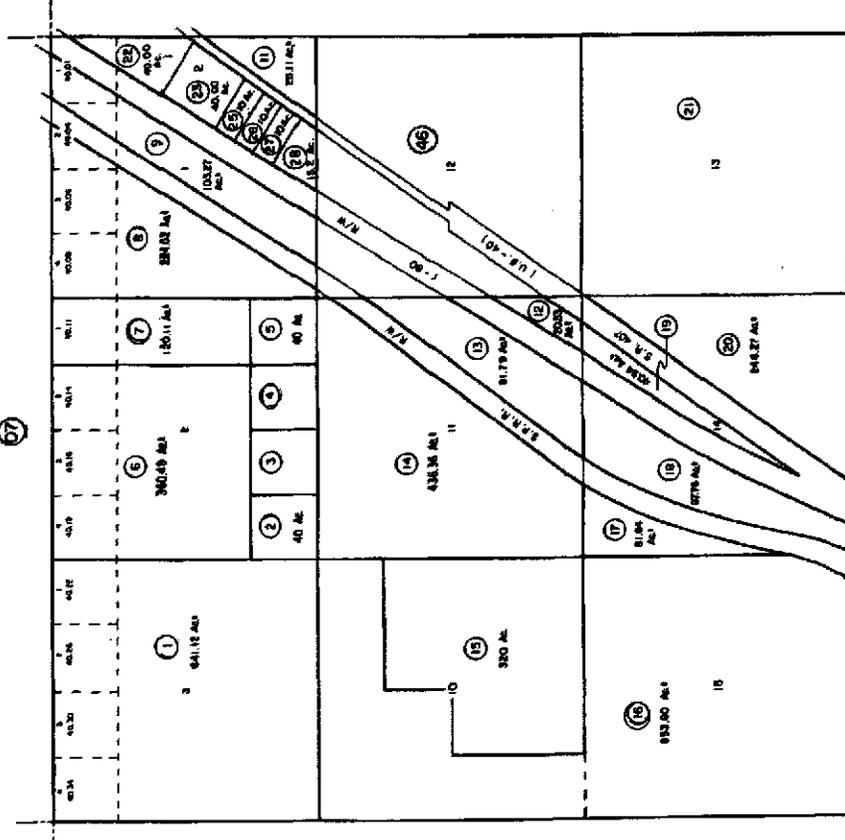


HTC/96AS/73

*** THIS IS AN UNOFFICIAL COPY ***

T.28N., R. 32E. . M.D.B.B.M.

03-42



BL. 05

NOTE: This plot is for assessment use only and does not represent a survey. No liability is assumed as to the accuracy of the acre delineated hereon for other than the assessment purposes for which it was prepared by the County of Tarrant, Division of Assessment Standards.

(FIN No. 248 203/5491.3, 2005/O (L.P. S. 5271)
 (FIN No. 248415/042.22, 2005/P.M./P.C.S. 5271)

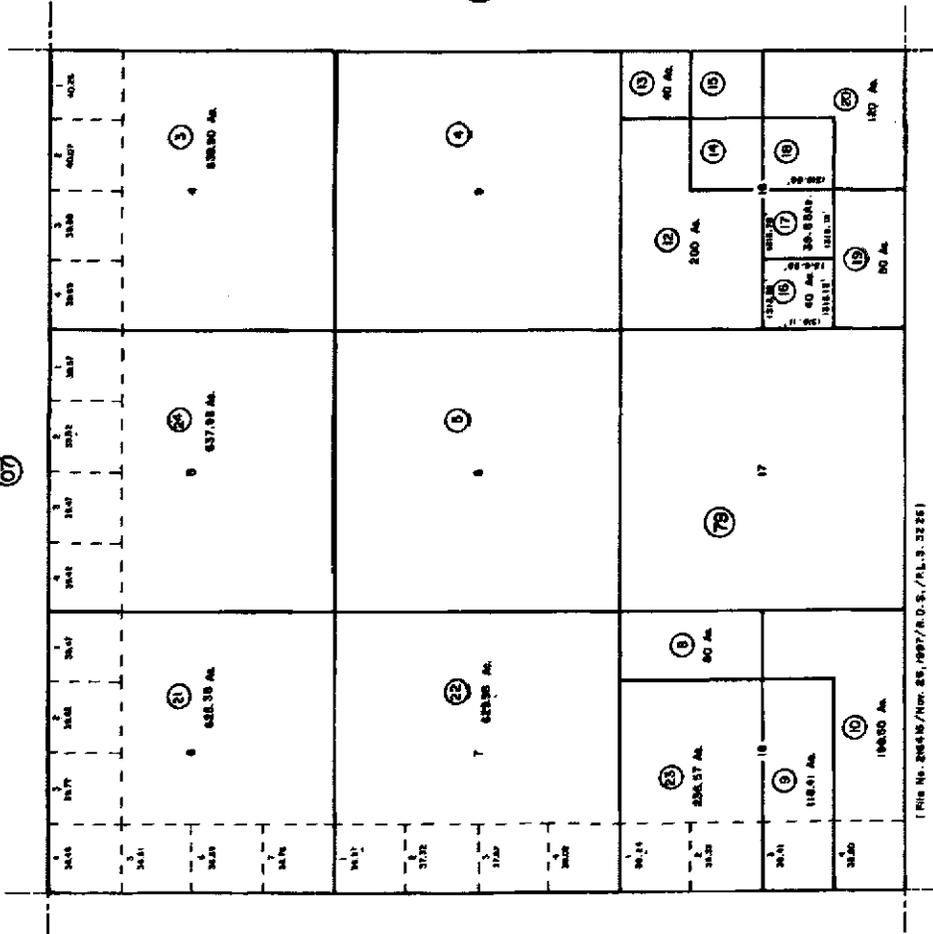
REV/DMS/AAH/06/04T
 REV/DMS/DCI/03/04T
 DCI/00437/FEB 04/04

PERSHING COUNTY

*** THIS IS AN UNOFFICIAL COPY ***

T.28 N., R.32 E., M.D.B.M.

03 - 43
03 - 43



NOTE: This plot is for assessment use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated herein. Use of this plot for other than assessment purposes is forbidden unless approved by the Dept. of Taxation, Division of Assessment Standards.



PERSHING COUNTY

REV/DMS/AUS 07/04
REV/DMS/JAN 05/04
REV/DMS/JAN 05/04
007/2005/FEB 08/04

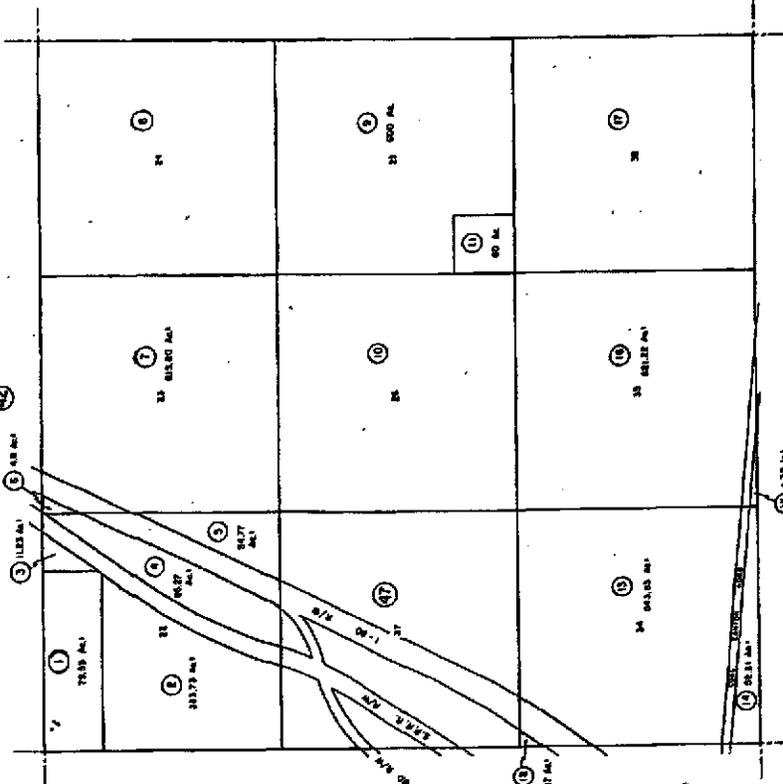
(File No. 286516/Nov. 85, 1997/R.D.S./PL. 3-2225)

*** THIS IS AN UNOFFICIAL COPY ***

R32E, T28N, M. D. B. & M.

03-45

NOTE: This plat is for assessment use only and does not represent a survey. No liability is assumed on the part of the County for any error or omission in this plat. The plat was prepared by the Assessor's Office and is subject to review and approval by the Director of Taxation, Division of Assessment Services.



BK
05

PERSHING COUNTY

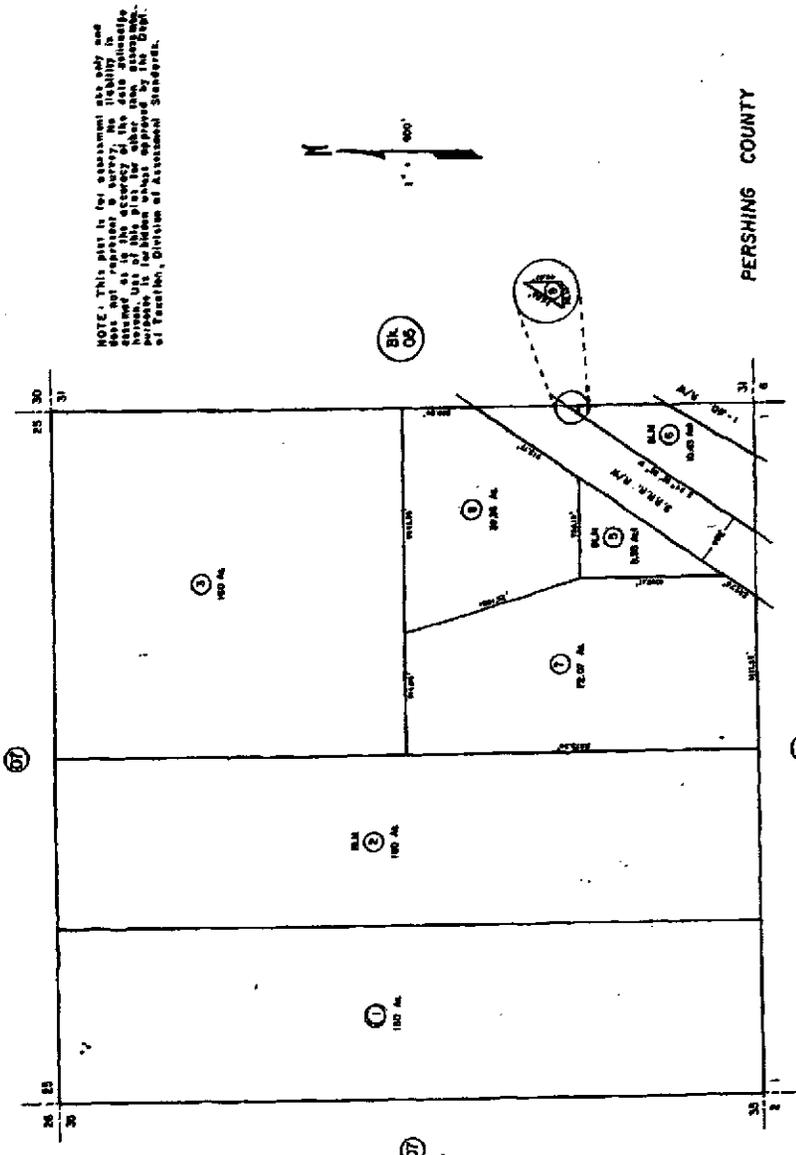
BK
07

007/004/778 31/04

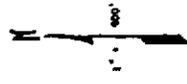
*** THIS IS AN UNOFFICIAL COPY ***

03-48
03-48

ALL THE HERE FROM M D R R M
Sec. 36, R32E, T29N, M.D.B.B.M.



NOTE: This plat is for assessment use only and does not represent a survey. No liability is assumed as to the accuracy of the data, measurements or bearings shown hereon unless otherwise indicated. This plat is for the use of the Department of Taxation, Division of Assessment Services.



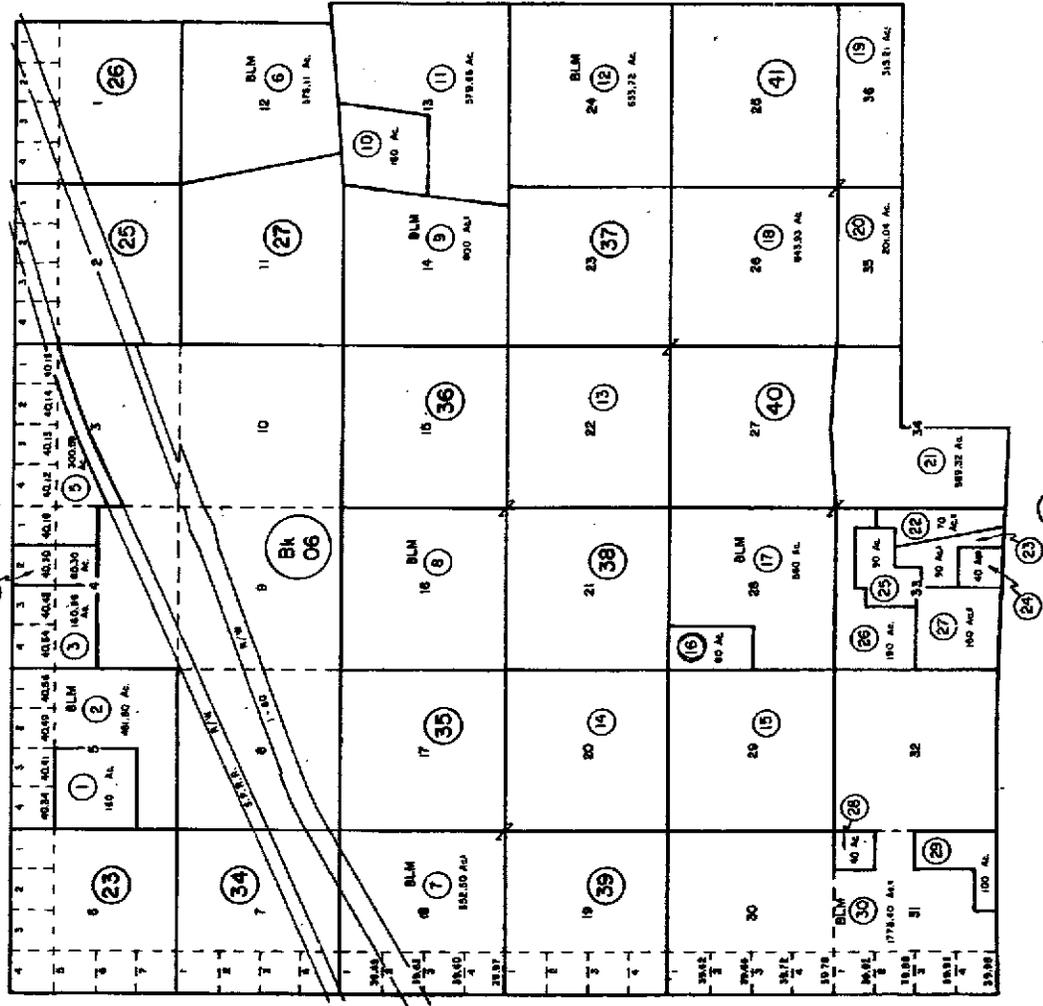
BL 05

100 A

REV/2005/FEB 01/TA
DOT/2014/JAN 01/TA

T32N, R34E

08-22



PERSHING COUNTY

NOTE: This plat is for assessment use only

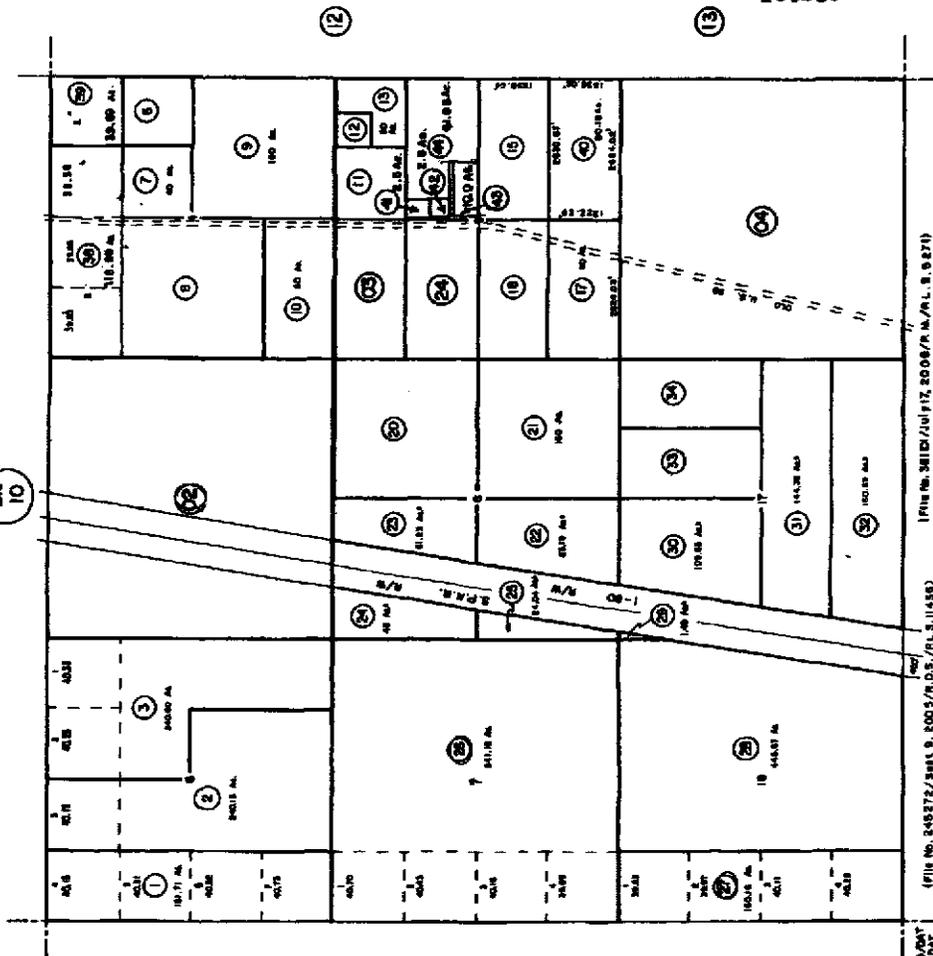
*** THIS IS AN UNOFFICIAL COPY ***

T. 29 N., R. 33 E., M. O. B. B. M.

S. 29 N., R. 33 E., P. M. O. B. B. M.

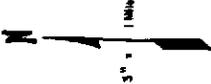
11-01

11-01



12

13



NOTE: This plat is for assessment use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon. Use of this plat for other than assessment purposes is forbidden unless approved by the Dept. of Taxation, Division of Assessment Standards.

REV/DNS/AUG 08/DAT
 REV/DNS/AL/DAT
 REV/DNS/OCT 05/DAT
 REV/DNS/JUL 07/DAT
 DOT/DOAS/MAR 08/DA

(File No. 245272/996 S. 1005/R.D.S./P.L.S. 11456)

(File No. 38121/10117, 2008/R.M./P.L.S. 9271)

PERSHING COUNTY



IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
POST OFFICE BOX 71
WINNEMUCCA, NEVADA 89445

NOTICE OF ADVISORY BOARD RECOMMENDATION

CERTIFIED MAIL # 10,390
RETURN RECEIPT REQUESTED

December 14, 1967

Merwin Myers
Unkenville Star Route
Inley, Nevada 89418

Dear Mr. Myers:

The Advisory Board of the State of Nevada, Winnemucca Grazing District Number 2, on December 6, 1967 when reviewing the range divisions, allotment management plans, and future range improvement program in the Rochester Unit considered the following information:

In the interest of developing allotment management plans, the Bureau with mutual consent on the majority of the range users negotiated a range division to establish the Coal Canyon and Rochester Common Allotments in the Rochester Unit. These allotments were proposed considering the base property qualifications, exchange-of-use agreements (Southern Pacific Company leases), grazing capacities from range inventories, and adjudication in the Rochester Unit on February 4, 1966.

Base property qualifications, exchange-of-use agreements, and Federal Range grazing capacities of each allotment are listed below in animal unit months:

Coal Canyon Allotment:

Federal Range Qualifications	2,121 AUMs
Exchange-of-Use Forage	469 AUMs
Total Authorized Use	2,590 AUMs

Total Estimated Grazing Capacity (Federal Range, and Exchange of-Use) in Allotment	2,654 AUMs
--	------------

Rochester Common Allotment:

Federal Range Qualifications	4,314 AUMs
Exchange-of-Use Forage	2,099 AUMs
Total Authorized Use	6,413 AUMs

Total Estimated Grazing Capacity
(Federal Range, and Exchange-
of-Use) in allotment

6,482 AUMs

The figures include the trade of Federal Range qualifications and Exchange-of-Use Forage necessary to equitably satisfy grazing use and livestock water on both sides of the division line.

For detailed location and legal description of allotment line, see attached map & agreement. This agreement has been executed by all range users except Marvin A. & Fannie E. Myers, Unionville Star Route, Inlay, Nevada.

After review of the above information, data, and range agreement, the Advisory Board recommended as follows:

1. That the proposed range line be recognized, establishing the Coal Canyon Allotment and Rochester Common Allotment. However, it is recognized that this division line will not be fenced until after July of 1968.

2. The range users designated to use these allotments will be as follows:

Coal Canyon Allotment:

A. E. Duncan
Star Sheep Company
GAS Duncan

Rochester Common Allotment:

Marvin Myers
Paris Brothers
Clarence & Henry Anderson
Paul Engle
Star Sheep Company
Marie Anderson Estate
Jake Baird
Wm. H. Abel

The recommendation together with the executed agreement has been considered by me. I concur with the Advisory Board and their recommendation.

If you wish to protest this recommendation, please appear in person, by attorney or representative or submit your protest in writing, on January 17, 1968, at 2:30 p.m., Winnemucca District Office, at which time and place the advisory board will hear protests in the presence of a representative of the Bureau of Land Management.

In the absence of a protest within the time allowed, the above recommendation shall constitute the District Manager's decision on your application. Should this notice become the District Manager's decision and if you wish to appeal such decision for the purpose of a hearing before an Examiner, in accordance with 43 CFR 1853, you are allowed thirty (30) days from receipt of this notice within which to file such appeal with the District Manager, Bureau of Land Management. An appeal should specify clearly and concisely why you think the decision is in error.

Very truly yours,


E. A. Moore
District Manager

Attachment

Carbon Copies To:

✓ A. E. Duncan
Star Sheep Company
Gus Duncan
Paris Brothers
Clarence & Henry Anderson
Paul Engle
Marie Anderson Estate
Jake Baird
Wm. H. Abel
T. J. Longseth (Southern Pacific Co.)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RANGE LINE AGREEMENT

Place
Date 7/12/67

In accordance with the provisions of Grazing Regulations (43 CFR 4111.3-2(c)), we, the undersigned, hereby agree to the establishment or adjustment of our respective range allotment boundaries as shown on the attached map and further described as follows:

SEE ATTACHED SHEET

It is further agreed that the above-described allotment boundary constitutes a fair, equitable, and practical range division, based on the respective qualifications of our dependent base property under the Grazing Regulations, and as such shall be binding upon our respective heirs, executors, administrators, successors in interest or assigns.

Maryln A. and Fannie E. Myers <i>Maryln A. Myers</i> (Signature of Applicant)	7-12-67 (Date)
<i>Abigail Duncan</i> (Signature of Applicant)	7-21-67 (Date)
<i>Gus Duncan</i> (Signature of Applicant)	7-21-67 (Date)
Star Sheep Co. by <i>Sheldon Belgarona</i> (Signature of Applicant)	7-3-67 (Date)
<i>W.D. Abel</i> (Signature of Applicant)	7-28-67 (Date)

RECOMMENDED APPROVAL	APPROVED
(Chairman, Advisory Board)	(District Manager)
(Date)	(Date)

Beginning at a point at the intersection of Interstate 90 and the approximate NW corner of Section 5, T. 29 N., R. 33 E. Thence due east for approximately 4½ miles to the NE corner of Section 1, T. 29 N., R. 33 E. Thence NE approximately 1 mile following the ridge to the SW corner of Section 32, T. 30 N., R. 33 E. Thence south along the watershed divide on the unit line between Rochester Unit and Buena Vista Unit for approximately 11 miles, to Weaver Saddle in T. 28 N., R. 34 E., Section 27, approximately 1320 feet east of the NW corner. Thence SW along the ridge approximately 1 mile to a point approximately 500 feet NW of the SW corner of Section 27, T. 28 N., R. 34 E. Thence SW approximately 2¼ miles to the SW corner of Section 32, T. 28 N., R. 34 E. Thence SW approximately 4.1 miles to the Packard Flat windmill. Thence west picking up and following the watershed divide between Coal Canyon and Muttlesberry Canyon for approximately 6 miles to a point approximately 1900 feet north of the SE corner of Section 24, T. 27 N., R. 32 E. Thence NW approximately 5.4 miles to its intersection with the Southern Pacific Railroad right-of-way fence in NW¼ Section 4, T. 27 N., R. 32 E.

It is also agreed that this line shall be accepted as stacked on the ground adhering as close as possible to the above described line.

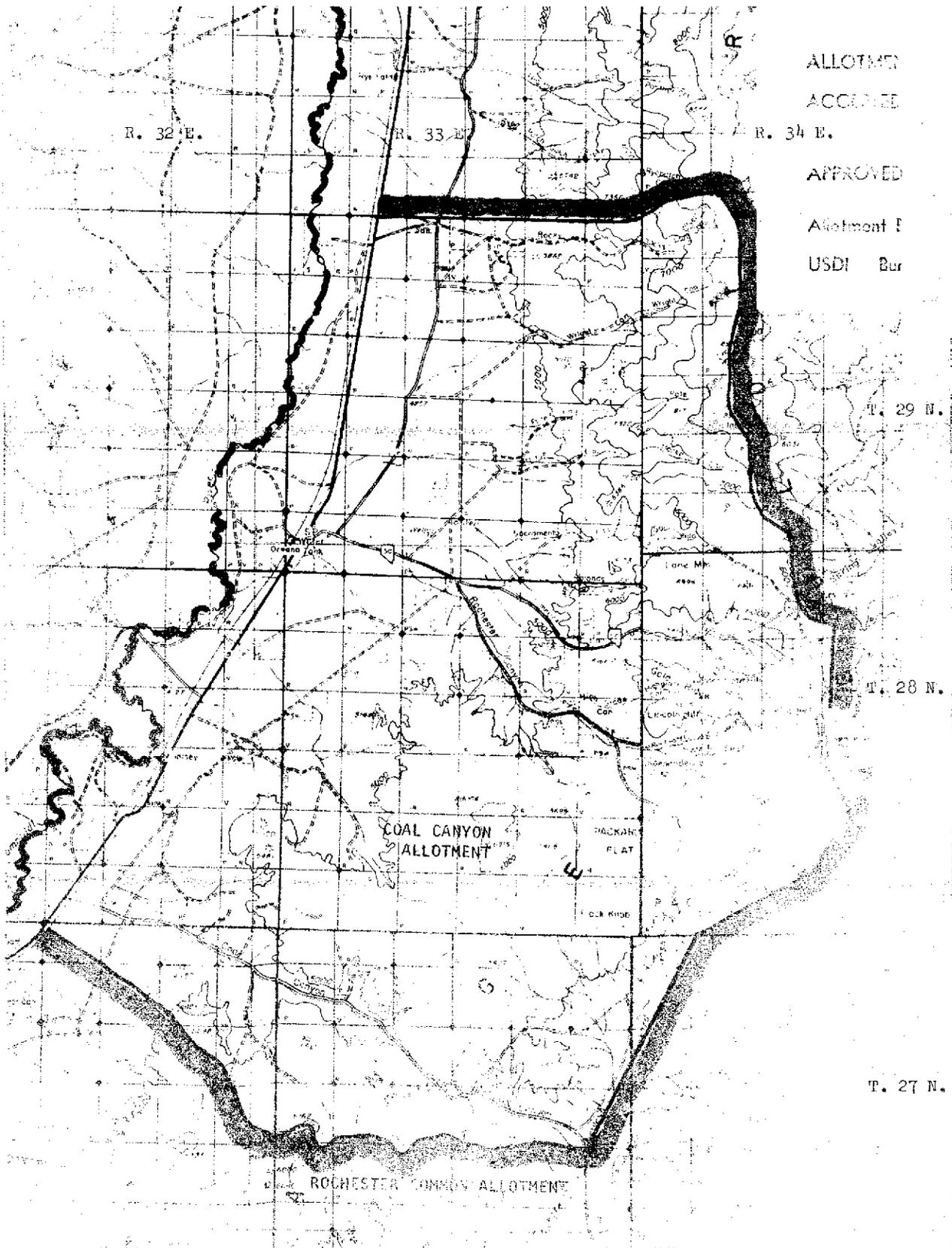
Special Conditions:

1. A. E. & Gus Duncan agrees to make all their use both Federal and exchange-of-use north and west of the above described line.
2. Marvin Myers, Jake Baird, & William Abel agreed to make their use south and east of this line including Federal and exchange-of-use land.

Clarence & Henry Anderson, Dixie Valley Cattle Co., & Paris Brothers are not directly affected by this line but will make their use south and east of this line.

3. Theodore Belzarena agrees to make 492 AUMs use north of the above line and 1400 AUMs use south and east of the line which includes his Stillwater use.
4. All parties agree that the above line does not necessarily satisfy their Federal or exchange-of-use AUMs taken separately but that it does satisfy their demand as a whole. Therefore, all parties agree to keep their Railroad leases in good standing. If any party should drop or lose their Railroad lease it should go to the parties in which the land lies, (north of the line or south). At that time the Railroad and Federal AUMs will be straightened out on a permanent basis, which means A. E. Duncan would relinquish approximately 320 AUMs Federal range demand and pick the same amount of Southern Pacific Railroad exchange-of-use. The parties south of the line would pick up Federal range lost by A. E. Duncan.
5. All parties agree to adhere as close as possible to the above described line until such time as it can be built in approximately 1969 Fiscal Year.
6. It is agreed by all parties that the water at Packard Flat windmill will be split.

NWA add T.B. G.D.



ALLOTMENT
 ACCURATE
 APPROVED
 Allotment I
 USDI Bur

T. 29 N.

T. 28 N.

T. 27 N.

COAL CANYON
 ALLOTMENT

ROCHESTER CONNS. ALLOTMENT

DACKAN
 FLAT

D.R. RHOE

POKER COMMON ALLOTMENT

Beginning at a point-said point being within the Humboldt River in the S $\frac{1}{2}$ of SW $\frac{1}{4}$ Section 31, T. 30 N., R. 33 E., MDS&M, Nevada; thence westerly along the township line common to T. 29 N & T. 30 N. to the corner common to Section 32 & 33, T. 30 N., R. 31 E., and Section 4 & 5, T. 29 N., R. 31 E., thence northwesterly for approximately 1.7 miles to a turning point in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 29; T. 30 N., R. 31 E., thence in a northwesterly direction for a distance of .6 mile to a turning point in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, T. 30 N., R. 31 E., thence in a northwesterly direction for a distance of approximately .8 miles to the $\frac{1}{4}$ corner common to Sections 17&20, T. 30 N., R. 31 E.; thence in a northwesterly direction for a distance of approximately 3 miles to a point on the township line common to T. 30 N., R. 31 E., approximately .4 miles west of the northwest corner of Section 4, T. 30 N., R. 31 E., to its intersection with the township line common to T. 30 N., & 31 N.; thence due west along the township line common to T. 30 N & T. 31 N., for a distance of approximately 7.5 miles to the NW corner of Section 6, T. 30 N., R. 30 E., thence south along the range line common to R. 29 E. & R. 30 E., for a distance of approximately 12 miles to the SW corner of Section 31, T. 29 N., R. 30 E.; thence east along the township line for a distance of approximately 12 miles to the SE corner of Section 36, T. 29 N., R. 31 E.; thence south along the range line for a distance of approximately 7 miles to its intersection with the Humboldt River; thence north and east following the Humboldt River for a distance of approximately 14 miles to the point of beginning.

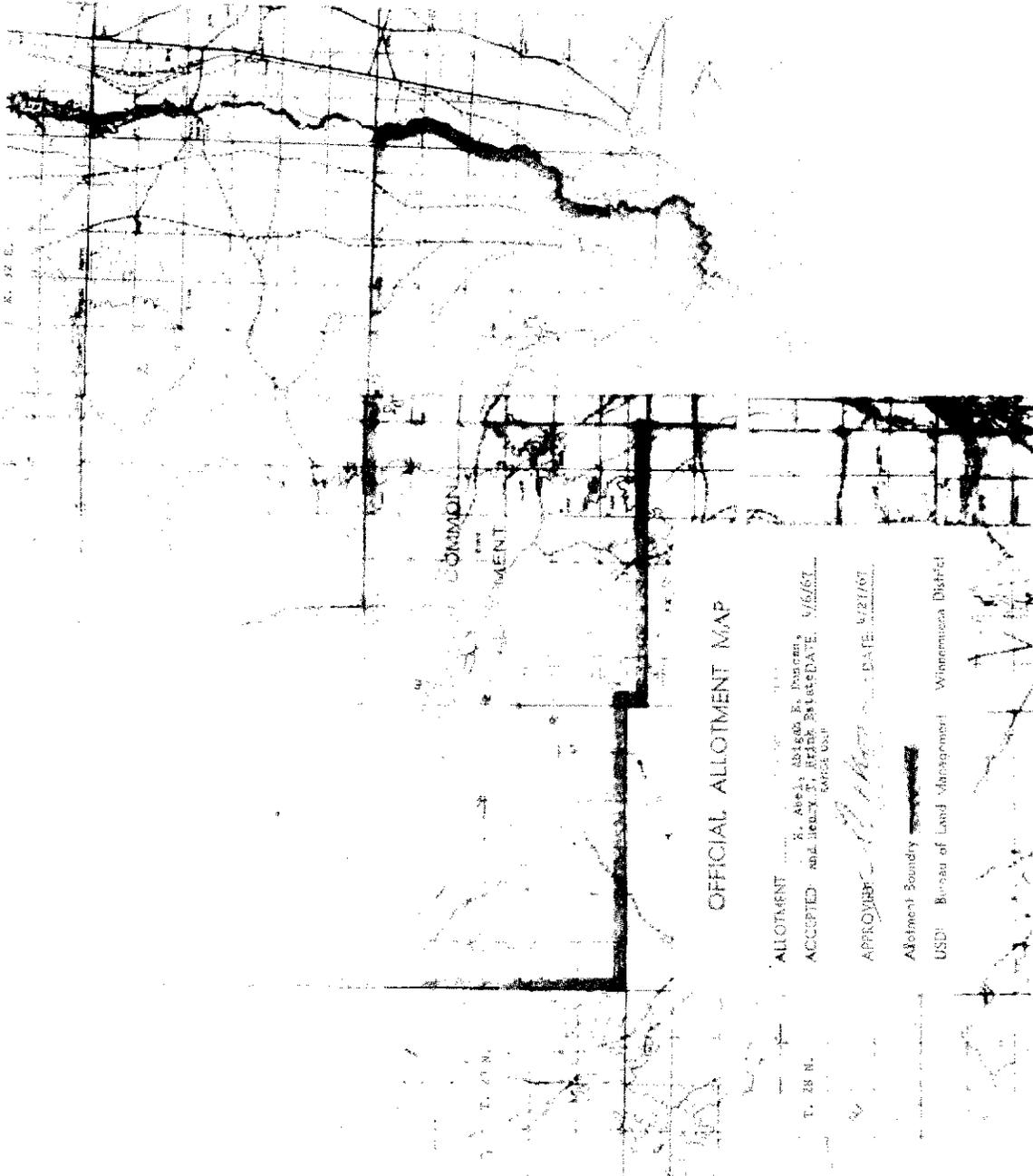
Further it will be agreed as staked on the ground.

Special Stipulation

1. That the above parties agree to the following breakdown of AUMs in the Poker Common Allotment:

- A. William H. Abel - 2247 AUMs
- B. Abijah Elum Duncan - 678 AUMs
- C. Henry T. Brink Estate - 126 AUMs

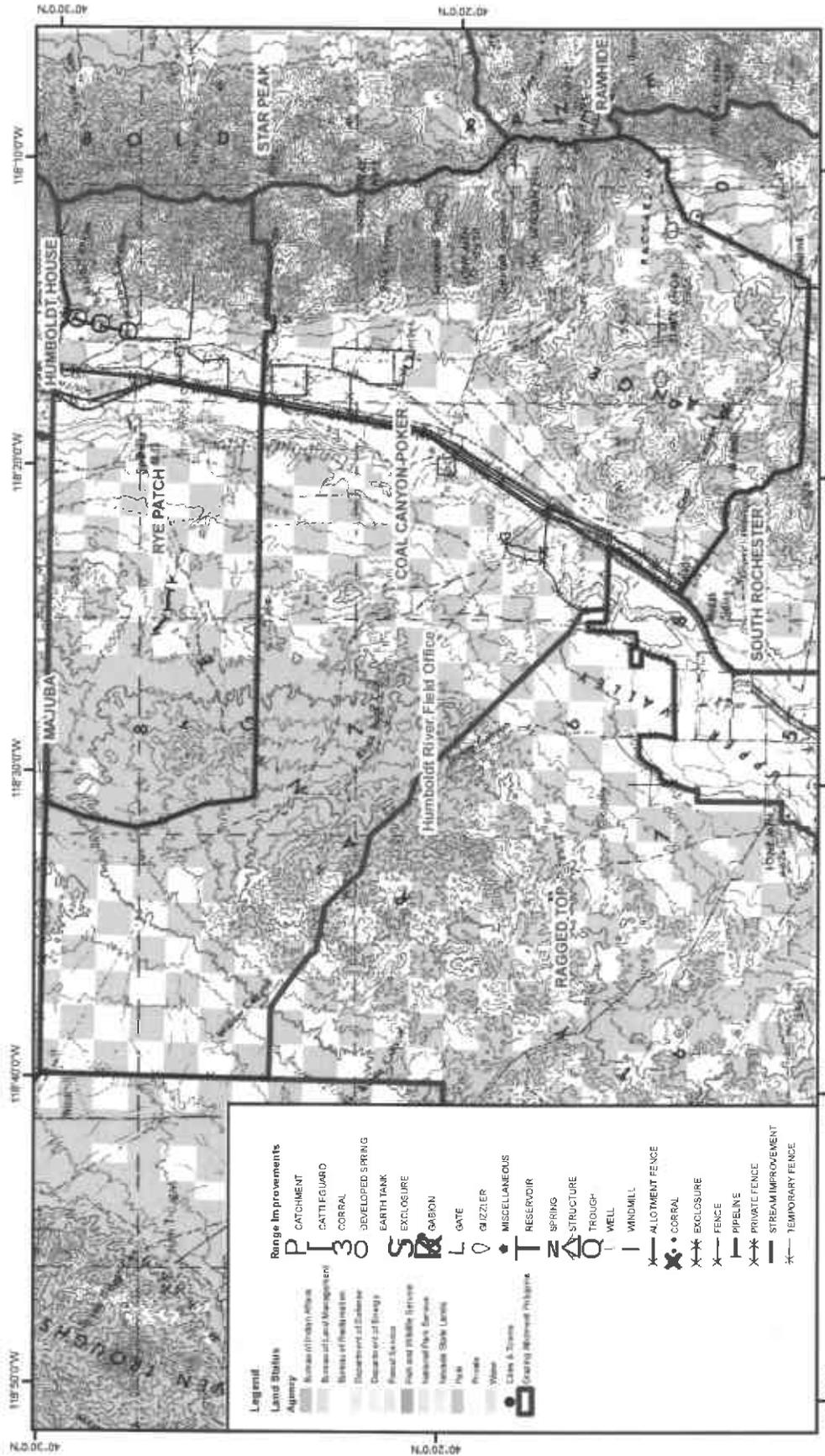
W.H. Abel
Abijah Elum Duncan
Prot. J. D. Wm. Brink
J. D. Wm. Brink



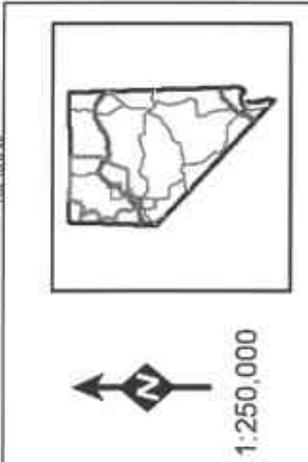
OFFICIAL ALLOTMENT MAP

ALLOTMENT ...
 ACCEPTED and HEARD BY BOARD OF SUPERVISORS, COUNTY OF ...
 DATE 5/21/67

APPROVED BY ...
 Allotment Boundary
 USD: Bureau of Land Management - Winemona District



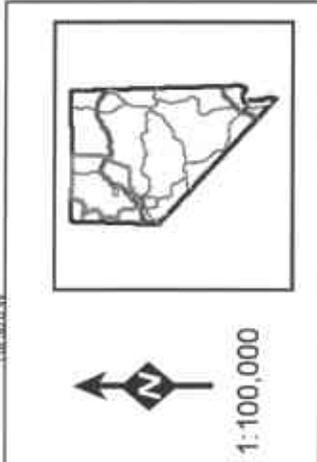
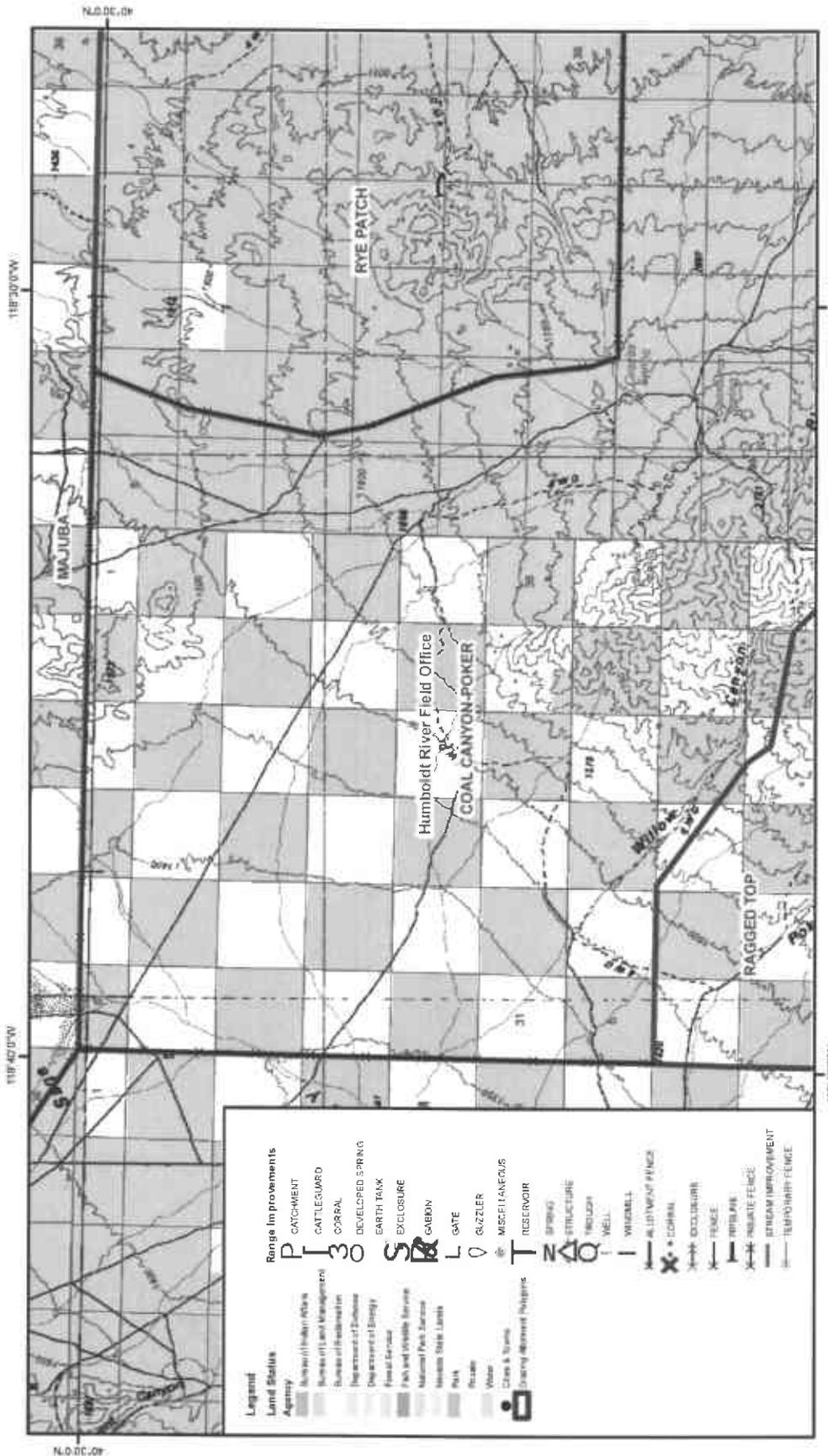
- Legend**
- Land Status**
- Agency
 - Private
 - Public
 - Water
 - Grazing Allotment
- Range Improvements**
- CATCHMENT
 - CATTLEGUARD
 - CORRAL
 - DEVELOPED SPRING
 - EARTH TANK
 - EXCLOSURE
 - GABION
 - GATE
 - QUIZZER
 - MISCELLANEOUS
 - RESERVOIR
 - SPRING
 - STRUCTURE
 - TROUGH
 - WELL
 - WINDMILL
- Miscellaneous**
- ALLOTMENT FENCE
 - CORRAL
 - EXCLOSURE
 - FENCE
 - PIPELINE
 - PRIVATE FENCE
 - STREAM IMPROVEMENT
 - TEMPORARY FENCE



A. E. DUNCAN PERMIT
Map Name : Coal Canyon-Poker Brown
Grazing Allotment
Range Specialist Name: W. Barry
Map Date: May 24, 2012

Winnemucca District Office
 Humboldt River Field Office
 5100 E. Winnemucca Blvd
 Winnemucca, NV 89445

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data. The data were collected from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.



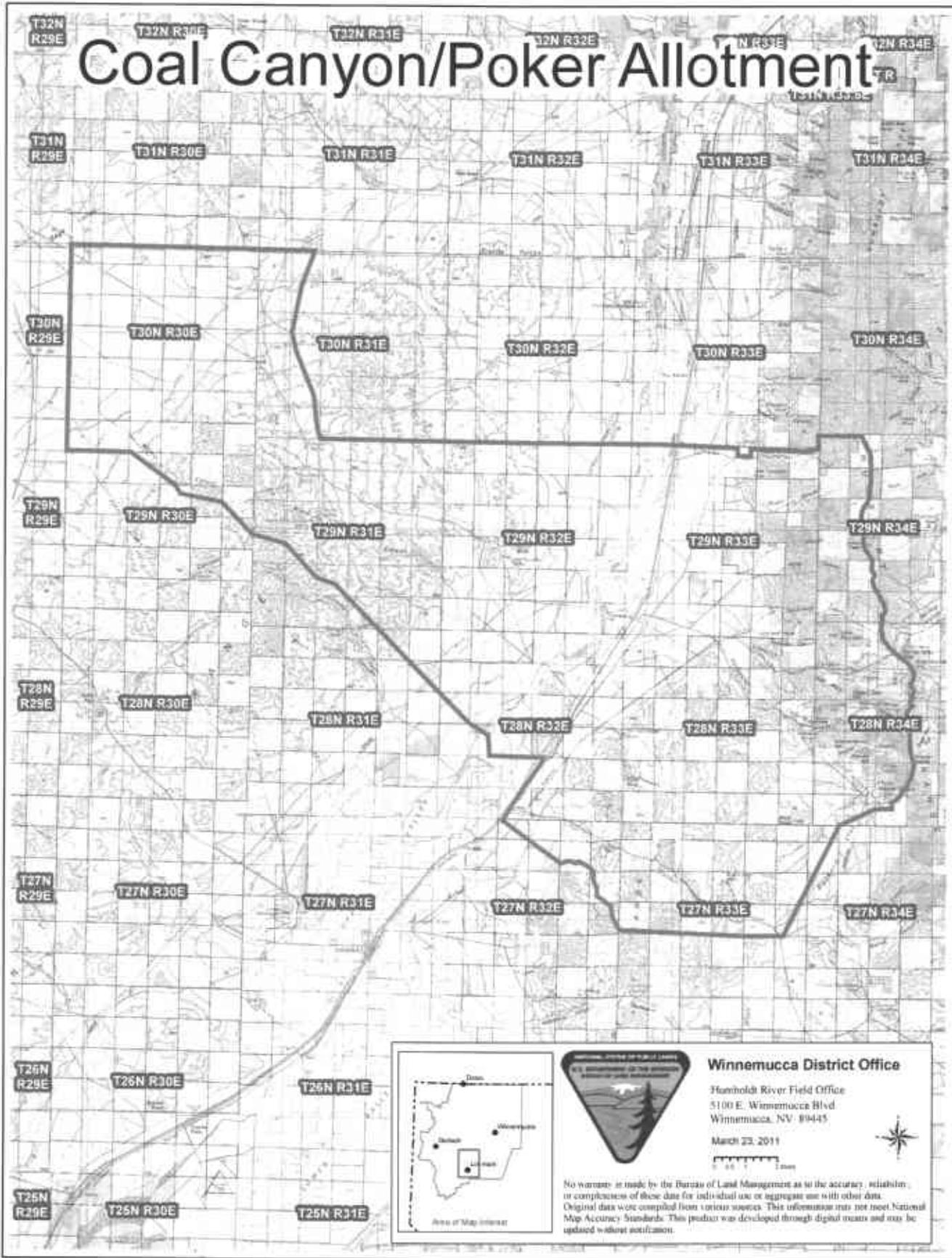
A. E. DUNCAN PERMIT
Map Name : Coal Canyon-Poker Brown
Grazing Allotment
Range Specialist Name: W. Barry
Map Date: May 24, 2012

0 0.5 1 2 Miles

Winnemucca District Office
 Humboldt River Field Office
 5100 E. Winnemucca Blvd
 Winnemucca, NV 89445

No warranty is made by the Bureau of Land Management as to the accuracy, reliability or interpretation of data used in this map. The map is a representation of the current status of the land and is not intended to be used for legal purposes. The information on this map was developed through digital means and may be subject to minor variations.

Coal Canyon/Poker Allotment



Winnemucca District Office
Humboldt River Field Office
5100 E. Winnemucca Blvd
Winnemucca, NV 89445
March 23, 2011



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

CASE FILE COPY

AUTH NUMBER: 2702031
DATE PRINTED: 3/15/2006

Form 4130-2a
(February 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

GRAZING PERMIT



STATE NV
OFFICE 020
AUTH NUMBER 2702031
PREFERENCE CODE 03
DATE PRINTED 03/15/2006
TERM 03/01/2006 TO 02/28/2016

ABIGAH E. DUNCAN
P O BOX 532
LOVELOCK NV 89419

BUREAU OF LAND MANAGEMENT
WINNEMUCCA FO
5100 E WINNEMUCCA BL
WINNEMUCCA NV 89445

THIS GRAZING PERMIT IS OFFERED TO YOU UNDER 43 CFR PART 4100 BASED ON YOUR RECOGNIZED QUALIFICATIONS. YOU ARE AUTHORIZED TO MAKE GRAZING USE OF LANDS, UNDER THE JURISDICTION OF THE BUREAU OF LAND MANAGEMENT AND COVERED BY THIS PERMIT, UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS PERMIT AND PAYMENT OF GRAZING FEES WHEN DUE. CONTACT YOUR LOCAL BLM OFFICE AT 775-623-1500 IF YOU HAVE QUESTIONS.

MANDATORY TERMS AND CONDITIONS

ALLOTMENT	PASTURE	LIVESTOCK NUMBER KIND	GRAZING PERIOD		% PL TYPE USE	AUMS
			BEGIN	END		
00104 COAL CANYON-POKER		493 CATTLE	03/01	07/15	60 ACTIVE	1332
		36 CATTLE	07/16	10/31	60 ACTIVE	77
		3 CATTLE	07/16	10/31	100 ACTIVE	11
		493 CATTLE	11/01	02/28	60 ACTIVE	1167

OTHER TERMS AND CONDITIONS:

LIVESTOCK GRAZING WILL BE IN ACCORDANCE WITH THE COAL CANYON-POKER AMP

EXCHANGE OF USE AUTHORIZATION IS CONDITIONAL PENDING ANNUAL SUBMISSION OF LEASE AGREEMENTS.

PURSUANT TO 43 CFR 10.4(G) THE HOLDER OF THIS AUTHORIZATION MUST NOTIFY THE AUTHORIZED OFFICER, BY TELEPHONE, WITH WRITTEN CONFIRMATION IMMEDIATELY UPON DISCOVERY OF HUMAN REMAINS, FUNERARY OBJECTS, SACRED OBJECTS, OR OBJECTS OF CULTURAL PATRIMONY (AS DEFINED AT 43 CFR 10.2). FURTHER, PURSUANT TO CFR 10.4(C) AND (D), YOU MUST STOP ACTIVITIES IN THE IMMEDIATE VICINITY OF THE DISCOVERY AND PROTECT IT FROM YOUR ACTIVITIES FOR 30 DAYS OR UNTIL NOTIFIED TO PROCEED BY THE AUTHORIZED OFFICER.

THE TERMS AND CONDITIONS OF THIS GRAZING PERMIT ARE IN CONFORMANCE WITH THE STANDARDS AND GUIDELINES FOR THE SIERRA FRONT-NORTHWESTERN GREAT BASIN RESOURCE ADVISORY COUNCIL, APPROVED BY THE SECRETARY OF THE INTERIOR ON FEBRUARY 12, 1997.

IN ACCORDANCE WITH SEC. 325, TITLE III, H.R. 2691, DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES APPROPRIATIONS ACT, 2004 (P.L. 108-108), WHICH WAS ENACTED ON NOVEMBER 10, 2003, THIS GRAZING PERMIT OR LEASE IS RENEWED UNDER SECTION 402 OF THE FEDERAL LAND POLICY AND MANAGEMENT ACT OF 1976, AS AMENDED (43 U.S.C. 1752), TITLE III OF THE BANKHEAD-JONES FARM TENANT ACT (7 U.S.C. 1010 ET SEQ.), OR, IF APPLICABLE, SECTION 510 OF THE CALIFORNIA DESERT PROTECTION ACT (16 U.S.C. 410AAA-50). IN ACCORDANCE WITH PUBLIC LAW 108-108, THE TERMS AND CONDITIONS CONTAINED IN THE EXPIRED OR TRANSFERRED PERMIT OR LEASE HAVE BEEN INCORPORATED INTO THIS PERMIT OF LEASE AND SHALL

CASE FILE COPY

AUTH NUMBER: 2702031
DATE PRINTED: 3/15/2010

Standard
Terms and Conditions

1. Grazing permit or lease terms and conditions and the fees charged for grazing use are established in accordance with the provisions of the grazing regulations now or hereafter approved by the Secretary of the Interior.
2. They are subject to cancellation, in whole or in part, at any time because of:
 - a. Noncompliance by the permittee/lessee with rules and regulations.
 - b. Loss of control by the permittee/lessee of all or a part of the property upon which it is based.
 - c. A transfer of grazing preference by the permittee/lessee to another party.
 - d. A decrease in the lands administered by the Bureau of Land Management within the allotment(s) described.
 - e. Repeated willful unauthorized grazing use.
 - f. Loss of qualifications to hold a permit or lease.
3. They are subject to the terms and conditions of allotment management plans if such plans have been prepared. Allotment management plans MUST be incorporated in permits or leases when completed.
4. Those holding permits or leases MUST own or control and be responsible for the management of livestock authorized to graze.
5. The authorized officer may require branding and/or additional or special marking or tagging of the livestock authorized to graze.
6. The permittee/lessee's grazing case file is available for public inspection as required by the Freedom of Information Act.
7. Grazing permits or leases are subject to the nondiscrimination clause set forth in Executive Order 11248 of September 24, 1964, as amended. A copy of this order may be obtained from the authorized officer.
8. Livestock grazing use that is different from that authorized by a permit or lease MUST be applied for prior to the grazing period and MUST be filed with and approved by the authorized officer before grazing use can be made.
9. Billing notices are issued which specify fees due. Billing notices, when paid, become a part of the grazing permit or lease. Grazing use cannot be authorized during any period of delinquency in the payment of amounts due, including settlement for unauthorized use.
10. Grazing fee payments are due on the date specified on the billing notice and MUST be paid in full within 15 days of the due date, except as otherwise provided in the grazing permit or lease. If payment is not made within that time frame, a late fee (the greater of \$25 or 10 percent of the amount owed but not more than \$250) will be assessed.
11. No Member of or Delegate to Congress or Resident Commissioner, after his/her election of appointment, or either before or after he/she has qualified, and during his/her continuance in office, and no officer, agent, or employee of the Department of the Interior, other than members of Advisory committees appointed in accordance with the Federal Advisory Committee Act (5 U.S.C. App.1) and Sections 309 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.) shall be admitted to any share or part in a permit or lease, or derive any benefit to arise therefrom, and the provision of Section 3741 Revised Statute (41 U.S.C. 22), 18 U.S.C. Sections 431-433, and 43 CFR Part 7, enter into and form a part of a grazing permit or lease, so far as the same may be applicable.

THIS PERMIT: 1. CONVEYS NO RIGHT, TITLE OR INTEREST HELD BY THE UNITED STATES IN ANY LANDS OR RESOURCES AND 2. IS SUBJECT TO (A) MODIFICATION, SUSPENSION OR CANCELLATION AS PROVIDED BY LAND PLANS AND APPLICABLE LAW; (B) REVIEW AND MODIFICATION OF TERMS AND CONDITIONS AS APPROPRIATE; AND (C) THE TAYLOR GRAZING ACT, AS AMENDED, THE FEDERAL LAND POLICY AND MANAGEMENT ACT, AS AMENDED, THE PUBLIC RANGELANDS IMPROVEMENT ACT, AND THE RULES AND REGULATIONS NOW OR HEREAFTER PROMULGATED THEREUNDER BY THE SECRETARY OF THE INTERIOR.

ACCEPTED:
SIGNATURE OF PERMITTEE: Abigail B. Dinsmore DATE: 4-19-2006

APPROVED
BLM AUTHORIZED OFFICER: Alan D. Hixon DATE: 6-29-06

CASE FILE COPY

AUTH NUMBER: 2702031
DATE PRINTED: 8/15/2006

CONTINUE IN EFFECT UNDER THE RENEWED PERMIT OR LEASE UNTIL SUCH TIME AS THE SECRETARY OF THE INTERIOR COMPLETES PROCESSING OF THIS PERMIT OR LEASE IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. AT WHICH TIME THIS PERMIT OR LEASE MAY BE CANCELED, SUSPENDED OR MODIFIED, IN WHOLE OR IN PART, TO MEET THE REQUIREMENTS OF SUCH APPLICABLE LAWS AND REGULATIONS.

ALLOT NO CONDITIONS

(none)

SALT AND/OR MINERAL BLOCKS SHALL NOT BE PLACED WITHIN ONE QUARTER (1/4) MILE OF SPRINGS, STREAMS, MEADOWS, RIPARIAN HABITATS, OR ASPEN STANDS.

THE PERMITTEE IS REQUIRED TO PERFORM NORMAL MAINTENANCE ON THE RANGE IMPROVEMENTS AS PER THEIR SIGNED COOPERATIVE AGREEMENTS/SECTION 4 PERMITS PRIOR TO TURNING OUT IN A PASTURE OR USE AREA SCHEDULED FOR LIVESTOCK USE.

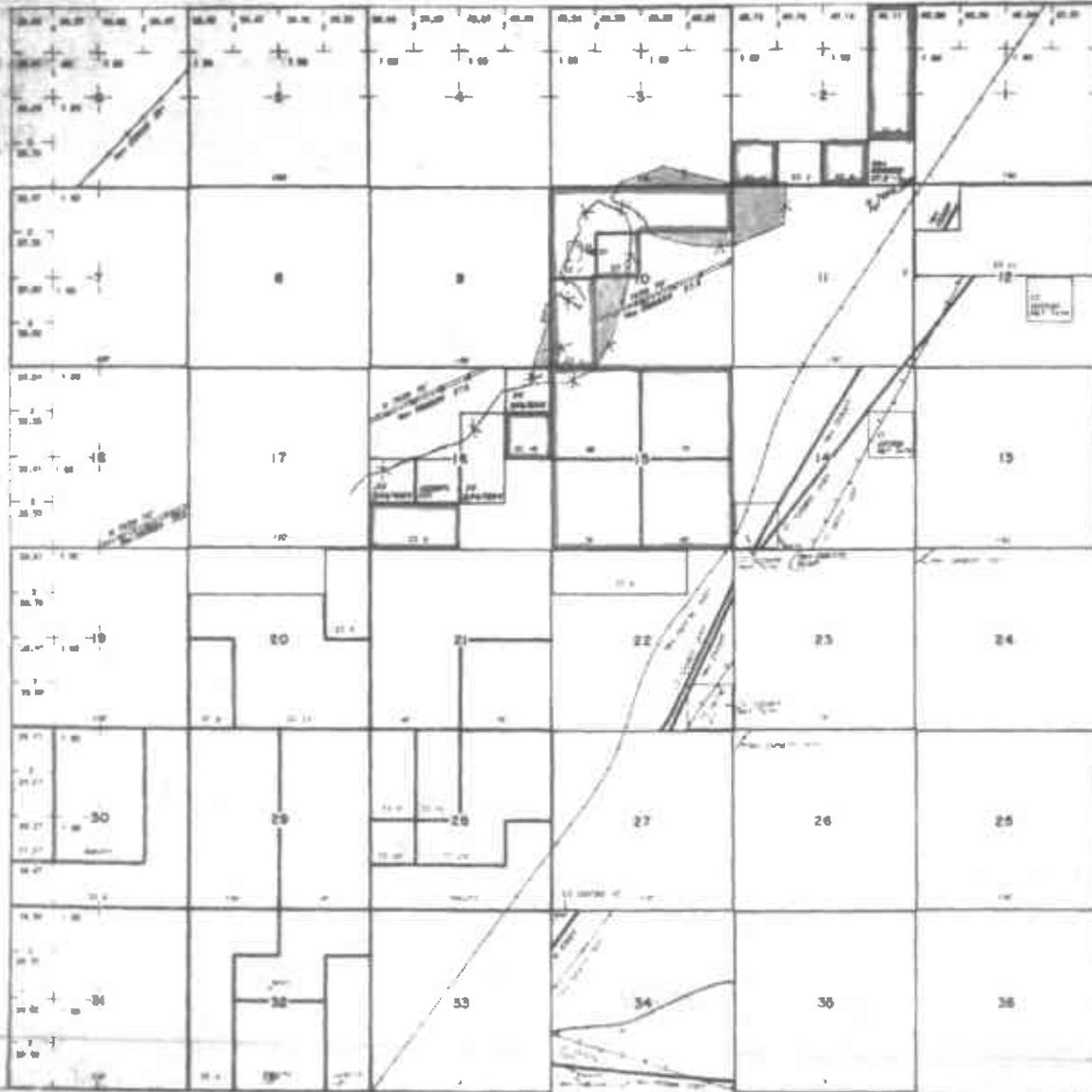
THE PERMITTEES CERTIFIED ACTUAL USE REPORT, BY PASTURE/USE AREA, IS DUE 15 DAYS AFTER THE END OF THE AUTHORIZED GRAZING PERIOD.

ALLOTMENT SUMMARY (AUMS)

<u>ALLOTMENT</u>	<u>ACTIVE AUMS</u>	<u>SUSPENDED AUM</u>	<u>PERMITTED USE</u>
00104 COAL CANYON-POKER	2588	0	2,588

TOWNSHIP 28 NORTH RANGE 32 EAST OF THE MOUNT DIABLO MERIDIAN, N

FERRIS COUNTY
WYOMING



- ☐ Fenced Federal land
- ☐ Not Fenced Federal land
- ☐ A. E. Dawson Private land

SCALE
30 CHAINS TO THE INCH

FORM NO. 4-1249
(September, 1957)

Rye Patch

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Operator *Duncan A. E.*
Address *Lovelock, Nev.*

Unit(s) _____

Allotment _____

Area _____

DEPENDENT PROPERTY RECORD

Township *RBN*

State *NEVADA*

Range *32E*

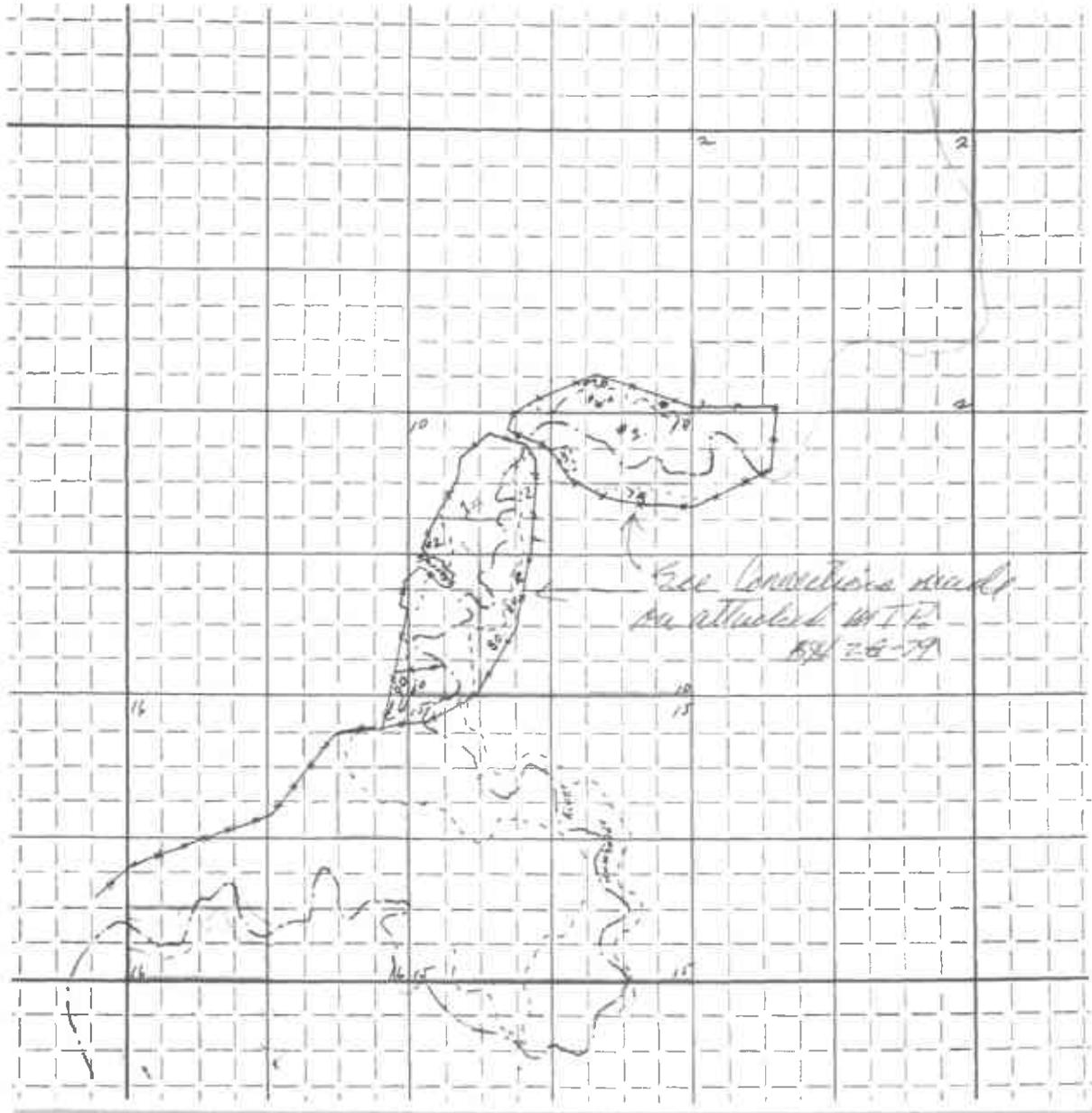
Grazing District *N-2*

Compiled by _____

Date *11/4/54*

Date _____

A. E. Duncan
(Operator's Signature)



BLM Form 4-1249
September, 1957)

By Patch

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Operator Duncan A.E.
Address Lovelock, Nev.

Unit(s) _____

Allotment _____

DEPENDENT PROPERTY RECORD

Township 28N

Range 32E

County _____

State Nevada

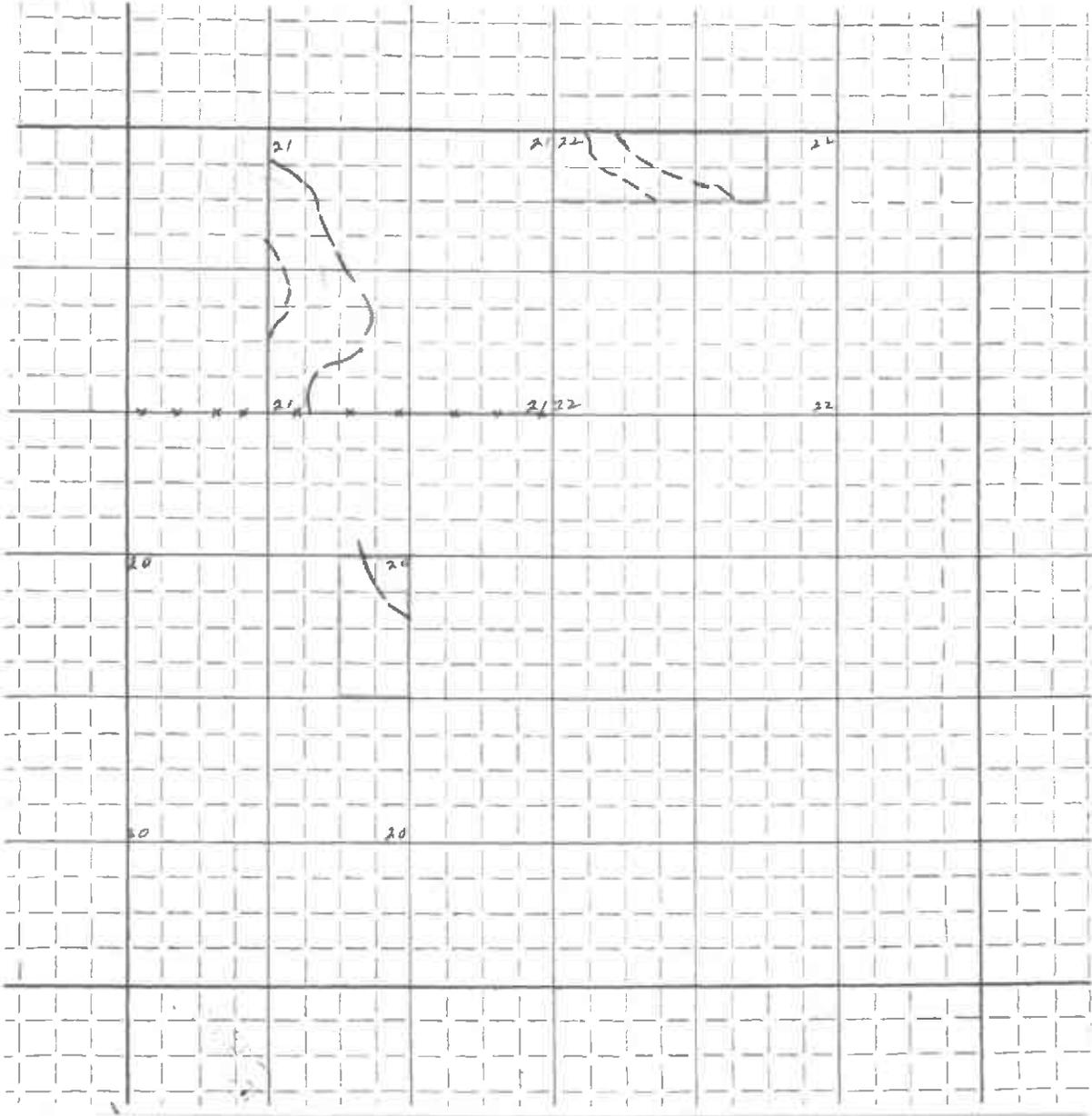
Mining District N-2

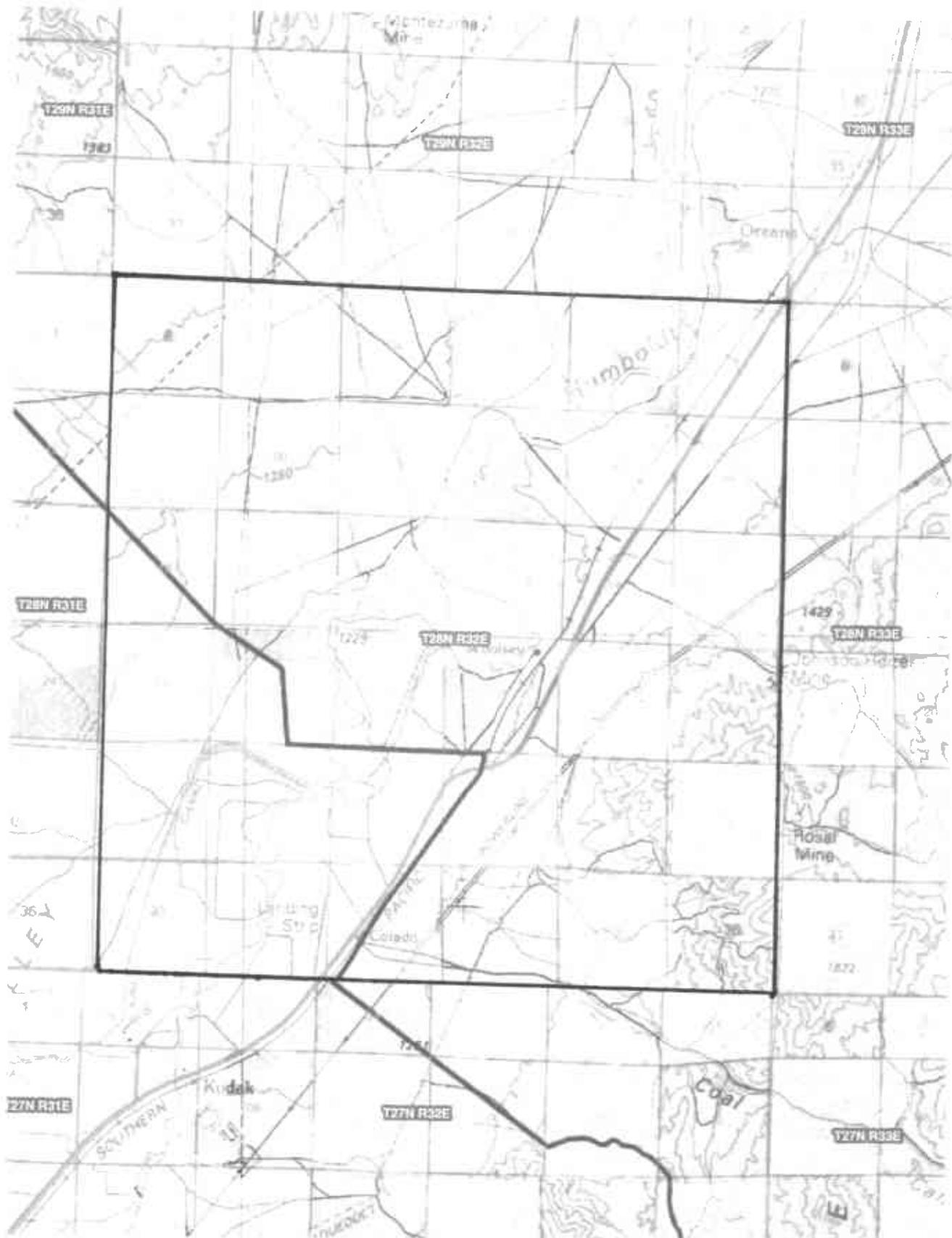
Date 11/4/69

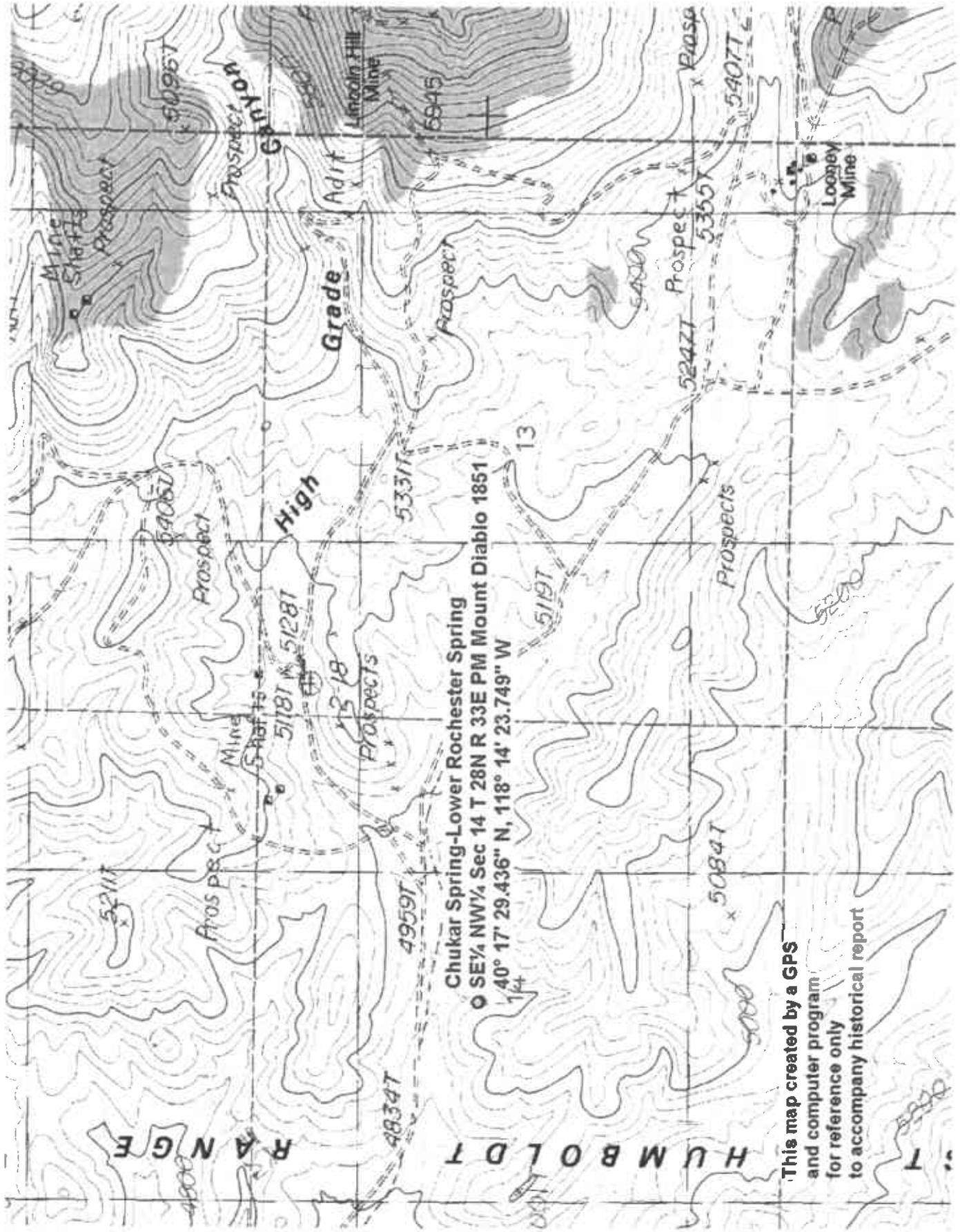
Compiled by _____

Date _____

D.A. Duncan
(Operator's Signature)







This map created by a GPS and computer program for reference only to accompany historical report

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Expires	
Extended to	
Extended to	
Extended to	
Project Number(s)	42-R-154
Project Name(s)	Lower Rochester Spring

(For Office Use Only)

COOPERATIVE AGREEMENT

Range Improvement and Conservation Projects

new 0317

I. Name	<u>Abijah Duncan</u>	Address	<u>Lovelock, Nevada</u>
Name	_____	Address	_____
Name	_____	Address	_____
Name	_____	Address	_____
Name	_____	Address	_____

hereinafter called COOPERATOR(S), and UNITED STATES OF AMERICA, by Bureau of Land Management, hereinafter called the Bureau, for and in consideration of the mutual benefits hereunder, and in accordance with the Taylor Grazing Act (43 U.S.C. 315, 315a-315r), as amended, and the National Soil Conservation Act (16 U.S.C. 590a-590q-1), as amended, do enter into this COOPERATIVE AGREEMENT for the construction and/or maintenance of range improvements, installation of conservation works or establishment of conservation practices, hereinafter referred to collectively as improvements, for the benefit of the Federal Range or other public lands and of the Cooperator(s), for use in conjunction with authorized operations under any grazing permit, license, or lease, or renewals thereof issued to the Cooperator(s) by the Bureau.

II. The improvements known as the Lower Rochester Spring
will be (are) located upon: Spring 1/4 Sec(s) 14 T. 28 N. R. 33 E. MER. N.D.
Perching County Nevada State.

III. It is mutually agreed:

(a) The parties hereto will furnish labor, materials, and equipment as required, the total cost or value not to exceed the amount listed below for each of the parties respectively for the initial construction and/or installation of the improvements indicated in paragraph II.

Cooperator(s)	Estimate	Items	Estimate	Total Cost or Value
<u>Abijah Duncan</u>		<u>furnish 100' pipe, and labor to install pipe, trough and spring box</u>		\$ <u>100.00</u>
				\$
				\$
<u>Bureau of Land Management</u>		<u>Dig out spring trench pipeline, furnish trough and barrels for spring box</u>		\$ <u>200.00</u>
			Aggregate Cost	\$ <u>300.00</u>

(b) Upon notice, either orally or in writing from a representative of the Bureau, Cooperators will promptly supply labor, materials, and equipment as specified in paragraph III (a) as required. Contributed materials in excess of the amount required shall be returned to the contributor. Equipment contributed shall also be returned promptly following completion of the work. Work will be conducted under the supervision and direction of the Bureau and shall be pursued with diligence until completed.

IV. (a) The Cooperator(s) shall be liable, jointly and severally, for the repair and maintenance of the said improvements following completion, in good and serviceable condition. The Cooperator(s), without further notice from the Bureau, shall do such repair work as may be necessary from time to time, promptly and in a workmanlike manner. If such work is not performed as necessary, the Bureau shall allow Cooperator(s) not less than thirty (30) days from written notice within which to complete the same, as required.

(b) In the event the Cooperator(s) shall default, after due notice, in the repair and maintenance of the said improvements following completion, the Bureau may do or cause such work to be done for and in behalf of the Cooperator(s); and the necessary cost and expense thereof or proportionate share as determined by the Bureau, shall become a charge and obligation upon and shall be paid by the Cooperator(s). It is further understood in case of default hereunder, that the permit, license, or lease, or renewal thereof issued to the Cooperator(s) and administered by the Bureau, and in connection with which these improvements are constructed, shall not be renewed or extended or any assignment thereof shall not be approved; and that such default may result in cancellation of the permit or license as provided in the Federal Range Code for Grazing Districts, 1956 Rev. (43 CFR Secs. 161.9(d) and 161.15(f)) as amended, or in the cancellation of the lease, unless and until all charges and costs owed by the Cooperator(s) hereunder shall have been paid; provided that the Bureau may pursue such other remedies, legal or administrative, as may be authorized.

(c) Repair and maintenance, as herein required, shall mean normal upkeep and maintenance necessary to preserve, protect, and prolong the useful life of the improvements, but shall not include major repairs where the damage is due to floods, earthquakes, or other acts of God, or fire not the proximate result of fault or negligence of the Cooperator(s) as determined by the Bureau.

(over)

V. It is further agreed:

(a) Title to the said improvements in place, together with all labor and materials furnished by either party and used in the construction and maintenance thereof, shall be in the United States of America. The improvements may be removed, in whole or in part, during the term of this agreement or any extension thereof, by mutual consent of the parties or by direction of the Bureau; such removal shall be made by the Cooperator(s), or by the Bureau at its option. Upon removal of the improvements, any salvageable materials, after deducting an amount to compensate for the actual cost of removal, shall be available for distribution to the parties then subject to this agreement in proportion to the actual amount of their respective contributions to the initial construction of the improvements, as determined by the project records of the Bureau. The parties shall take possession and remove their portion of the salvaged materials within 90 days after first notification in writing that such material is available; upon their failure to do so within the time allowed, the materials shall be deemed to have been abandoned and title thereto shall thereupon vest in the United States.

(b) During the course of salvaging the material, the United States assumes no responsibility for the protection or preservation of said material.

VI. (a) If the Cooperator shall assign or transfer his interest in the grazing permit, license, or lease embracing the lands upon which the improvements are constructed or in connection with which they are used, the Cooperator may include in such assignment or transfer his interest in this Cooperative Agreement, including his right to the use of the improvements (Sec. I) and to his proportionate share of the salvageable material (Sec. V (a)). Before the assignee or transferee will be recognized as successor to the Cooperator's interest hereunder, such assignee or transferee will be required by the Bureau to accept an assignment of this agreement and agreeing to be bound by the provisions respecting the use and maintenance of the improvements.

(b) Should the land upon which the improvements are constructed be included in application for classification and disposal under Sections 7 and 14 of the Taylor Grazing Act, or other public land laws, the Bureau agrees not to allow such application if allowance of the application or disposal is discretionary upon the Bureau until the applicant has agreed in writing to compensate the Cooperator(s) for his loss of the improvements in an amount mutually agreed upon and payable separately to the Bureau and to the Cooperator; or, if the parties are unable to agree, the range manager will determine the present reasonable value of the improvements in accordance with 43 CFR 161.15(a) or 43 CFR 160.12(a), whichever is applicable and determine the amounts payable to the Bureau and to the Cooperator which shall be in proportion to the actual amount of their respective contributions to the initial construction of the improvement; or the Bureau, at its option, may require the removal of such improvements under the provisions of Section V(a) of this agreement.

VII. The Cooperator(s) use of the improvements will be in conformity with the General Rules of the Range specified in the Federal Range Code for Grazing Districts (43 CFR Part 161) if the improvements are in a grazing district, or to the special stipulations, if any, included in the grazing lease covering such area, if outside a grazing district, and to the Management Plan, if any, for the area in which the lands serviced by these improvements are located, to the extent such rules, stipulations and plans are applicable for the conservation, protection, and proper utilization of the improvements constructed hereunder.

VIII. This agreement shall not accord to Cooperator(s) any preference, privilege, or consideration with respect to any permit, license, or lease not expressly provided herein or in the rules and regulations governing such permit, license, or lease.

IX. This agreement shall remain in full force and effect until indefinite unless (1) sooner terminated by mutual written consent of the parties, or (2) is terminated by the Bureau after due notice in writing because of Cooperator's default or violation of any of the terms or provision of this agreement, or (3) in accordance with Section V or VI of this agreement.

X. Items II and III of this agreement may be modified or cancelled by written agreement of the parties, which agreement shall become a part hereof. Items IV to IX inclusive may also be amended but first must be approved by the State Supervisor.

XI. Special Conditions

Cooperators:

[Signature] _____ (Date) _____
 _____ (Signature) _____ (Date) _____

The United States of America, Bureau of Land Management

Area _____ District _____
 By [Signature] _____ (Date) _____
 _____ (Title) _____

AMENDED
APPLICATION FOR PERMIT

Serial No. 8879

TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF NEVADA

Date of first receipt and filing in State Engineer's office APR 24 1929
Returned to applicant for correction SEP 11 1929
Corrected application filed SEP 25 1929

The undersigned Serena and Duccini
Name of applicant
of Lovelock, County of Pershing,
State of Nevada, hereby make application for
permission to appropriate the public waters of the State of Nevada, as
hereinafter stated. (If applicant is a corporation, give date and place
of incorporation.) _____

1. The source of the proposed appropriation is Unnamed Spring
Name of stream, lake, or other source
2. The amount of water applied for is 0.5 second-feet.
One second-foot equals 40 miners' inches
3. The water to be used for Stockwatering
Irrigation, power, mining, manufacturing, domestic, or other use
4. The water is to be diverted from its source at the following point:
In the NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 14, T. 28 N; R. 33 E., M.D.B. & M., or N. 73° 10' W.,
Describe as being within a 40-acre subdivision of public survey, or by course and distance to a section-corner. If on unsurveyed land, it should be so stated.
9026.46 feet from the S.E. corner of Sec. 13, T. 28 N; R. 33 E.

IF THE WATER IS TO BE USED FOR IRRIGATION, SUPPLY THE FOLLOWING INFORMATION:

- (a) Number of acres to be irrigated is _____
- (b) Description of land to be irrigated _____
Describe by legal subdivision, or if on unsurveyed land it should be so stated and a description provided in accordance with special instruction from the State Engineer when application is returned for correction.
- (c) Use will begin about _____ and end about _____, of each year.
Month Month

IF WATER IS TO BE USED FOR POWER, MINING, STOCK WATERING, OR OTHER USE, SUPPLY THE FOLLOWING INFORMATION:

- (d) Power to be developed is _____ horsepower.
- (e) Works to be located Same subdivision as the point of diversion.
Give 40-acre subdivision on which works will be located, or locate by course and distance to a section-corner.
- (f) Point of return of water to stream _____
Describe in same manner as point of diversion.
- (g) State number and kinds of animals to be watered 100 stock cattle
- (h) Use will begin about Jan. 1 and end about Dec. 31, of each year.
Month Month

(i) Remarks _____

DESCRIPTION OF PROPOSED WORKS

State manner in which water is to be diverted, whether by dam or other works, whether through pipes, ditches, flumes, or other conduits. If water

is to be stored in reservoirs, it should be so stated and the location of the reservoir should be given with reference to the legal subdivisions.

By means of pipe line from spring to troughs

5. Estimated cost of works \$200.00

6. Estimated time required to construct works 2 years

7. Remarks

For use of applicant

Serena Duccini, Applicant.

By Peter Serena

Compared M.F.C.T.

This sheet inspected

Engineer.

PROTESTED OCTOBER 29, 1929--by--JOHN G. TAYLOR INC.,-LOVELOCK, NEVADA. 20356
INFORMAL PROTEST PLACED IN FILE DECEMBER 10, 1929--BROWN & BELFORD. --
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 is issued subject to all prior rights on the source. The State reserves the right to regulate the use of the water herein granted at any and all times.

The amount of water to be appropriated shall be limited to the amount which can be applied to beneficial use, and not to exceed .003- or sufficient to water 100 head of stock cattle. cubic feet per second.

Actual construction work shall begin on or before Mar. 1, 1931

Proof of commencement of work shall be filed before Apr. 1, 1931

Work must be prosecuted with reasonable diligence and be completed on or before Sept. 1, 1932

Proof of completion of work shall be filed before Oct. 1, 1932

Application of water to beneficial use shall be made on or before

Sept. 1, 1934. Proof of the application of water to beneficial

use must be filed with State Engineer on or before Oct. 1, 1934

WITNESS MY HAND AND SEAL this 19th day of September 1930

Certificate No. 2194 Issued February 11, 1931

Recorded 1-18-17, 1931 Bk# 1 Page 21

County Records

By [Signature] State Engineer.
Assistant State Engineer

Map Filed Sept 5 1929
Proof of tabs filed 4-27-31
Proof of completion of work filed 5-19-33
Proof of Beneficial use filed JAN 29 1936

THE STATE OF NEVADA
CERTIFICATE OF APPROPRIATION OF WATER

WHEREAS, Peter Serena has presented to the State Engineer of the State of Nevada Proof of Application of Water to Beneficial Use, from Unnamed Spring through Pipe line for stockwatering

The point of diversion of water from the source is as follows: In the NE 1/4 SW 1/4 Sec. 14, T. 28 N., R. 33 E., M.D.M. or at a point which bears N. 73° 10' W. 9026 feet from the SE corner of Sec. 13, T. 28 N., R. 33 E., M.D.M. situated in Pershing County, State of Nevada

Now Know YE, That the State Engineer, under the provisions of Section 72, Chapter 140, Statutes of 1915 has determined the date, source, purpose and amount of such appropriation, together with the place to which such water is appurtenant, as follows:

Name of appropriator Peter Serena

Post-office address Lovelock, Nevada

Amount of appropriation 0.00313 c.f.s. or sufficient to water 100 head of cattle.

Period of use, from January 1st to December 31st of each year

Date of priority of appropriation April 24, 1929

Description of works of diversion, manner and place of use:

Water is developed by means of a trench in bottom of an unnamed canyon and is conveyed through a short pipe to a galvanized iron trough. Place of use is at point of diversion and being in the NE 1/4 SW 1/4 Sec. 14, T. 28 N., R. 33 E., M.D.B.&M.

The right to water hereby determined is limited to the amount which can be beneficially used, not to exceed the amount above specified, and the use is restricted to the place where acquired and to the purpose for which acquired.

In Testimony Whereof, I, ALFRED MERRITT SMITH, State Engineer and Ex-officio Secretary of the State of Nevada, have hereunto set my hand and the seal of my office, this

14th day of February, A. D. 1936.

Alfred Merritt Smith
State Engineer

County Records