

## INTERLOCAL AGREEMENT RELATING TO WATER SERVICE

This INTERLOCAL AGREEMENT RELATING TO WATER SERVICE (“AGREEMENT”) is entered into this \_\_\_ day of \_\_\_\_\_, 2018, by and between Lyon County, a political subdivision of the State of Nevada ( “LYON”) and Carson City, a consolidated municipality and political subdivision of the State of Nevada (“CARSON CITY”) and hereinafter sometimes referred to individually as “Party” and collectively as “Parties.”

### **RECITALS**

**WHEREAS** NRS 277.100(1) defines a public agency eligible to enter into an interlocal contract to include counties and consolidated municipalities, and CARSON CITY and LYON are public agencies under that definition; and

**WHEREAS** NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

**WHEREAS** CARSON CITY and LYON are authorized by the laws of the State of Nevada to construct, improve, maintain, provide capital improvements and related services for the delivery of water including, but not limited to, the purchase and administration of water rights; and

**WHEREAS** LYON provides retail water service through Lyon County Utilities to certain areas of Lyon County currently located in the developed area surrounding Dayton and Mound House, Nevada within its service district boundaries, and LYON owns, maintains and operates its own distribution system for the delivery of water to its retail service area, including daily storage and fire protection capacity; and

**WHEREAS** CARSON CITY provides retail water service to the residents of Carson City, Nevada within its service district boundaries, and CARSON CITY owns, maintains and operates its own distribution system for the delivery of water to its retail service area, including daily storage and fire protection capacity; and

**WHEREAS** LYON and CARSON CITY have previously entered into an agreement dated February 21, 2008 and titled “Interlocal Agreement Relating to Water Service” (“PRIOR AGREEMENT”), for the delivery of potable water between the Parties under certain circumstances; and

**WHEREAS** LYON and CARSON CITY have previously entered into certain agreements with Vidler Water Company for the design and construction of certain improvements which have been completed and which provide connection between the LYON water utility system and the CARSON CITY water utility system; and

**LATE MATERIAL**

**Item #: 12A**

**Meeting Date: 02/01/18**

**WHEREAS** LYON and CARSON CITY anticipate the continued need to work cooperatively to expand the delivery of water resources between the Parties to provide existing and future residents with an adequate supply of potable water to meet the projected water demands pursuant to their respective master plans, and therefore as a result it may become necessary for the Parties to develop additional improvements to their respective water systems or utilize water rights in a cooperative manner to meet these demands; and

**WHEREAS** the Parties by entering into this AGREEMENT will each enjoy greater flexibility and availability within their water systems for mutual assistance and service of water to their respective residents throughout the year by being able to provide more effective and efficient water services, management of water rights and promotion and protection of the health, comfort, safety, life, welfare and property of the inhabitants of the CARSON CITY and LYON; and

**WHEREAS** the terms of this AGREEMENT supersede and fully restate the PRIOR AGREEMENT; and

**WHEREAS** each of the Recitals set forth above are material provisions of this AGREEMENT, and are incorporated herein specifically as such.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

1. EFFECTIVE DATE. This AGREEMENT is not effective until and unless approved by appropriate official action of the governing body of each Party.

2. TERM OF AGREEMENT. This AGREEMENT relates to the providing of water resources by and between two utilities which will be utilized for retail service to residents and customers within the respective service areas. The nature of this AGREEMENT and the underlying water resources requires that the Parties exercise their best efforts to keep this AGREEMENT in place as long as the customers of both communities are dependent on the interconnection of the utility systems for the purposes set forth herein.

Based on the Parties' understanding of the nature of this AGREEMENT, this AGREEMENT is effective upon approval by the respective governing bodies and will remain in effect for an initial period ending on December 31, 2024. This AGREEMENT will automatically renew for successive five (5)-year terms immediately upon expiration of the previous term, subject to renegotiation of terms acceptable to the Parties, and only if a notice of cancellation has not been provided in accordance with Paragraph 18 of this AGREEMENT not less than twelve (12) months prior to the expiration date of the initial term or any subsequent five (5)-year renewal term. Any Party desiring to modify the terms of this AGREEMENT for the next successive term must provide written notice of the proposed modification to the other Party, after which

time the Parties must negotiate in good faith regarding the proposed modification and work collaboratively to review and adjust terms as necessary to satisfy the existing operating demands and conditions of the respective Parties. If the Parties are unable to reach agreement on a proposed modification, the Parties may mutually agree to terminate this AGREEMENT or submit to binding arbitration any dispute preventing agreement in accordance with Paragraph 15 of this AGREEMENT.

3. CARSON CITY'S RESPONSIBILITIES.

a) CARSON CITY will in good faith use its best effort to deliver through the interconnection of CARSON CITY's and LYON's water delivery system up to the agreed upon quantity of water, that is banked in Carson City by LYON on behalf of LYON or other parties for LYON, as available in accordance with the Alpine Decree, attached hereto as "Exhibit A" and expressly incorporated into this AGREEMENT, and the terms of all applicable surface and groundwater permits issued under all applicable Federal, State and local laws and regulations governing the production and delivery of water.

b) CARSON CITY agrees to be bound by the terms of this AGREEMENT, including the operational guidelines required to be developed by and between the Parties pursuant to Paragraph 5 of this AGREEMENT and the obligation to pay any and all expenses related to the operation of LYON's water delivery system as those expenses are related to the delivery of water from LYON to CARSON CITY pursuant to this AGREEMENT.

4. LYON'S RESPONSIBILITIES.

a) LYON will in good faith use its best effort to deliver through the interconnection of CARSON CITY's and LYON's water delivery system up to the agreed upon quantity of water, that is banked in LYON by CARSON CITY on behalf of CARSON CITY or other parties for CARSON CITY, as available in accordance with the Alpine Decree and the terms of all applicable surface and groundwater permits issued under all applicable Federal, State and local laws and regulations governing the production and delivery of water.

b) LYON agrees to be bound by the terms of this Agreement, including the operational guidelines required to be developed by and between the Parties pursuant to the Paragraph 5 of this AGREEMENT and the obligation to pay any and all expenses related to the operation of CARSON CITY's water delivery system as those expenses are related to the delivery of water from CARSON CITY to LYON pursuant to this AGREEMENT.

5. MUTUAL RESPONSIBILITIES.

a) The Parties agree that the staff of LYON and the staff of CARSON CITY will mutually develop in writing and amend from time to time the operational guidelines of this AGREEMENT. The operational guidelines must include, at a minimum,

provisions addressing notification by the Parties, operating parameters, timeframes for the exchange of water, reimbursement of operating costs, and such other matters that are necessary as determined by staff. Nothing herein shall be construed to amend or otherwise alter the existing rights, obligations and responsibilities established by the following documents: (1) the Water Rights Banking and Dedication Agreement, dated May 3, 2012; (2) the Improvement Agreement, dated December 20, 2007; and (3) the Development Agreement, dated October 23, 2007. These documents are attached hereto collectively as "Exhibit B" and expressly incorporated into this Agreement.

b) Each Party agrees that in the event of any failure of any existing or future infrastructure of either Party's water delivery system which interrupts, restricts or impairs the delivery of water, all necessary repairs, rehabilitation or replacements will be addressed promptly and in conformance with all applicable industry and water utility standards.

c) Each Party agrees that any and all wells or any other infrastructure located within LYON is owned and operated by LYON and any and all wells or any other infrastructure located within CARSON CITY is owned and operated by CARSON CITY.

d) The Parties agree that each respective Party is responsible for the maintenance, repair or reconstruction of any and all wells or any other infrastructure owned by that respective Party.

e) The Parties agree that all water to be provided by CARSON CITY to LYON or from LYON to CARSON CITY must at all times be in compliance with all Federal and State water quality standards.

f) The Parties agree that to promote the efficient use of water resources which are the subject of this AGREEMENT, both Parties will adopt and enforce conservation programs consistent with their respective community master plans.

g) The Parties agree to meet not less than once every six (6) months at a mutually acceptable date and location to review the operations of the respective utilities and to discuss operational issues and forecasting for future activities that may impact the operations of the interconnection or the costs and expenses associated therewith. The Parties agree to be proactive in dealing with both operational and financial aspects of their respective operations and the associated impacts on the interconnection.

## 6. POINT OF DELIVERY.

a) LYON and CARSON CITY agree that the point of delivery for transferring water from either LYON to CARSON CITY or from CARSON CITY to LYON is the meter interconnection facilities, generally described as the Highway 50 water tank.

7. METHODOLOGY AND RATES.

a) LYON and CARSON CITY agree that the methodology for charging reimbursement costs for water delivered through this AGREEMENT are based on the inclusion of the following items which include, but are not limited to, operation and maintenance costs for pumps, motors, pipelines, water treatment equipment, including replacement costs, based on a 50-year depreciation and costs for chemicals, power, and labor.

b) Based on the methodology and costing criteria in subsection a of this Paragraph 7 above, the operating and maintenance cost to deliver water to LYON from CARSON CITY or from LYON to CARSON CITY has been jointly determined by the Parties and will be set at \$0.48 per thousand (1,000) gallons delivered for a twelve (12)-month period after the governing bodies of each Party approves this AGREEMENT.

c) Water leased from LYON by CARSON CITY on an acre-foot basis will be at an annual lease rate of \$50.00 per acre-foot. If the leased water originates in Lyon County, payment of the annual lease rate must also additionally include the annual operating rate of \$0.48 per thousand (1,000) gallons delivered, as provided in subsection b of this Paragraph 7 above. Water leased from CARSON CITY by LYON on an acre-foot basis will be at an annual lease rate of \$50.00 per acre-foot. If the leased water originates in Carson City, payment of the annual lease rate must also additionally include the annual operating rate of \$0.48 per thousand (1,000) gallons delivered, as provided in subsection b of this Paragraph 7 above.

d) The costs established by subsections a and b of this Paragraph 7 above must be evaluated for appropriateness on an annual basis by the Parties. If a cost difference is determined, any revised rates must be approved by the governing bodies of each Party and incorporated by way of amendment into this AGREEMENT. The Parties agree to revisit the rates established by subsection c of this Paragraph 7 above not less than once every five (5) years to ensure that the rates accurately reflect the costs to the respective utilities. Nothing in this AGREEMENT shall be construed to obligate either Party to pay for new or additional infrastructure that is not expressly identified in this AGREEMENT or for any unilateral increase in cost or rate by one Party without the express acquiescence of the other Party following a reasonable opportunity to review and provide input concerning the need for any such increase.

e) Billing for the cost to deliver water and water lease rates will be calculated and billed annually on December 31 of each year, beginning December 31, 2017. Payments are due not later than thirty (30) days of the date of billing.

8. NOTICES.

a) All notices or demands made under this AGREEMENT must be made in writing and addressed as follows:

If to LYON:

Utilities Director  
P.O. Box 1699  
Dayton, NV 89403  
Tel: (775) 246-6220

If to CARSON CITY:

Public Works Director  
3505 Butti Way  
Carson City, NV 89701  
Tel: (775) 887-2355

All written notices or demands of any kind which either Party hereto may be required or may desire to serve on the other in connection with this AGREEMENT must be served by personal service, by registered or certified mail, recognized courier service, or facsimile transmission. Any such notice or demand served in accordance with this provision, other than via facsimile transmissions, shall be deemed complete on the date of the actual delivery as shown by the addressee's registry or certification receipt or upon the expiration of the third business day after the date of dispatch, whichever is earlier in time. Any such notice or demand served by facsimile transmission shall be deemed complete on the date indicated on the transmittal confirmation. Either Party to this Agreement may, from time to time and by written notice served upon the other, designate a different mailing address or person to which or to whose attention all required or desired notices or demands are thereafter to be addressed.

b) All emergency notifications regarding delivery of water or water quality will be delivered via telephone to the respective 24 hour Dispatch Centers below:

LYON – Lyon County Dispatch Center at (775) 463-6620  
CARSON CITY – Carson City Dispatch Center at (775) 887-2007

9. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.

10. INDEMNIFICATION.

a) To the fullest extent of limited liability as set forth in Paragraph 5 of this AGREEMENT, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party,

its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Party or person described in this Paragraph.

The indemnification obligation under this Paragraph is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's actual notice of any actual or pending claim or cause of action. The indemnifying Party is not liable to hold harmless any attorneys' fees and costs for the indemnified Party's chosen right to participate with legal counsel.

11. OWNERSHIP OF FACILITIES. Each Party maintains ownership of its own facilities and no transfer of ownership is implied as part of this AGREEMENT.

12. REASONABLE CARE. Each Party shall exercise reasonable care in the performance of its obligations and rights under this AGREEMENT to ensure that the other Party's facilities and operations are not impaired or damaged.

13. PROTECTION OF A PARTY'S SEPARATE FACILITIES. If any occurrence or conditions during operation or maintenance of the interconnection threaten the physical integrity or operational capability of a Party's separate facilities, upon notification to the other Party the affected Party may stop operation or maintenance of the interconnection or take any action that the affected Party determines to be necessary to protect its own separate facilities. Either Party may remove part of the interconnection if required for emergency repair of its separate facilities, provided that such affected interconnection facilities are restored as soon as possible by the removing Party.

14. RESPONSIBILITY FOR DAMAGES TO FACILITIES. If damages occur to interconnection facilities during the operation of interconnection under this AGREEMENT, then responsibility to pay for any necessary repairs of said damaged facilities will be as follows:

a) If damages occur when the interconnection is being operated within operating standards, which must be developed and agreed upon in writing by the Parties within a reasonable time after the effective date of this AGREEMENT as part of the design of the interconnection, then the responsibility to pay for any necessary repairs to said damaged facilities will be allocated based on ownership.

b) If damages occur when the interconnection is being maintained or operated outside the scope of the operating standards, then the responsibility to pay for any necessary repairs to said damaged facilities will be allocated to the Party responsible for the maintenance or operation outside the scope of operation standards.

c) If damages occur to either Party's separate facilities during operation of the interconnection facilities under this AGREEMENT, then the responsibility to pay for any necessary repairs to the damaged separate facilities will be as follows:

i) If damages occur when the interconnection is being operated within the operating standards, then the responsibility to pay for any necessary repairs to said damaged separate facilities will be allocated to the owner of said damaged facilities.

ii) If damages occur when the interconnection is being maintained or is operated outside the scope of the operating standards, then the responsibility to pay for any necessary repairs to said damaged separate facilities will be allocated to the Party responsible for the nonstandard operations.

15. ARBITRATION OF DISPUTES. Any controversy or claim arising out of or relating to this AGREEMENT, or the claimed breach or interpretation thereof, including, but not limited to, any impasse reached by the Parties after negotiating in good faith, must be resolved by binding arbitration, subject to the following provisions:

a) The Party seeking arbitration (the "Demanding Party") shall deliver a written notice of demand to resolve dispute (the "Demand") to the other Party (the "Non-Demanding Party"). The Demand must include a brief statement of the Demanding Party's claim or controversy, the amount or other nature thereof, and the name of the proposed arbitrator to decide the dispute. Not more than ten (10) days after receipt of the Demand, the Non-Demanding Party against whom the Demand is made must deliver a written response to the Demanding Party. Such response must include a short and plain statement of the Non-Demanding Party's defenses to the claim and must also state whether such party agrees to the arbitrator chosen by the Demanding Party. If the Non-Demanding Party fails to agree to the arbitrator chosen by the Demanding Party, then such Non-Demanding Party must state in its response the name of a proposed arbitrator chosen by such Non-Demanding Party as the proposed arbitrator. If the Non-Demanding Party fails to deliver its written response to the Demanding Party not more than ten (10) days after receipt of the demand, or if the Non-Demanding Party fails to select in its written response a proposed arbitrator, then the arbitrator selected by the Demanding Party will serve as the arbitrator. An arbitrator must not be employed by either Party or any affiliate of either Party, directly, indirectly or as an agent, except in connection with an arbitration proceeding. Any person appointed as an arbitrator must be knowledgeable and experienced in the matters sought to be arbitrated.

b) Any arbitration proceeding pursuant to this Paragraph must be held in Reno, Nevada.

c) If the Non-Demanding Party selects a proposed arbitrator different than the arbitrator selected by the Demanding Party, and such selection is indicated by the Non-Demanding Party in its written response to the Demanding Party made not more than ten (10) days after receipt of the demand, then the Parties must, for ten (10) days after the Demanding Party's receipt of the Non-Demanding Party's written response to the demand, attempt to agree upon an arbitrator. If the Parties cannot agree upon an arbitrator within the ten (10) day period, then upon request of the Demanding Party, a single neutral arbitrator will be appointed by the two arbitrators selected by the Parties.



d) The selected arbitrator shall apply the substantive laws of the State of Nevada and the Rules of Evidence of Nevada, the arbitration must be conducted in accordance with the Nevada Arbitration Rules as set forth in Subpart B of the Nevada Rules Governing Alternative Dispute Resolution and the arbitrator's decision will only be subject to review as set forth in Chapter 38 of the Nevada Revised Statutes.

e) The costs of resolution, including reporter costs, must be split equally between the Parties, provided, however, that such costs, along with all other costs and expenses, including attorneys' fees, is subject to award, in full or in part, by the arbitrator, in his or her discretion, to the prevailing Party. Unless the arbitrator so awards attorneys' fees, each Party is responsible for its own attorneys' fees.

f) To the extent possible, the arbitration hearings must be conducted on consecutive days, excluding Saturdays, Sundays and holidays, until the completion of the hearings.

g) In connection with any arbitration proceedings commenced hereunder, either Party has the right to join any third parties in such proceedings in order to resolve any other disputes, the facts of which are related to the matters submitted for arbitration hereunder.

h) The arbitrator shall render his or her decision concerning the substantive issues in dispute in writing. The written decision must be sent to the Parties no later than thirty (30) days after the date of the last hearing.

i) All hearings must be concluded not more than ninety (90) days from the date the arbitrator is selected or appointed, unless the arbitrator determines that this deadline is impractical.

j) If any of the provisions relating to arbitration are not adhered to or complied with, either Party may petition the Second Judicial District Court of the State of Nevada for appropriate relief.

k) The award of the arbitrator may be entered as a judgment in a court of competent jurisdiction. All arbitration conducted under this Article must be in accordance with the Nevada Arbitration Rules as set forth in Subpart B of the Nevada Rules Governing Alternative Dispute Resolution and Chapter 38 of the Nevada Revised Statutes. To the extent permitted by law, compliance with this Article is a condition precedent to the commencement by either Party of a judicial proceeding arising out of any dispute relating directly or indirectly to this AGREEMENT in accordance with the Nevada Arbitration Rules as set forth in Subpart B of the Nevada Rules Governing Alternative Dispute Resolution and Chapter 38 of the Nevada Revised Statutes, and any judgment or award rendered by the arbitrator is final, binding and unappealable, and judgment may be entered by any court having jurisdiction thereof. The Parties hereto intend that the provisions to arbitrate set forth herein be valid, enforceable and irrevocable. In his or her award the arbitrator shall allocate, in his or her discretion, among the Parties to the arbitration all costs of the arbitration, including the fees and

expenses of the arbitrator and any expert witness expense of the Parties. The Parties hereto agree to comply with any award made in any such arbitration proceedings that has become final in accordance with Nevada law and agree to the entry of a judgment in any jurisdiction upon any award rendered in such proceedings becoming final. The arbitrator may award any remedy in such proceedings, including monetary damages, specific performance, temporary restraining order, preliminary injunction, injunction and all other forms of legal and equitable relief.

16. FORCE MAJEURE. No Party to this Agreement shall be considered to be in default in the performance of any obligations under this AGREEMENT when a failure of performance is due to uncontrollable forces. The term "uncontrollable force" shall be interpreted to mean any cause beyond the control of the Party unable to perform such obligation, including but not limited to failure or threat of failure of facilities, flood, earthquake, storm, fire, lighting, and other natural catastrophes, epidemic, war, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, restraint by order of a court or regulatory body or agency of competent jurisdiction, and any non-action by, or failure to obtain the necessary authorization or approvals from, a Federal governmental agency or authority, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to overcome. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it is involved or accede to claims or conditions which it believes to be adverse to its business or other interests.

17. SEVERABILITY. If any provision contained in this AGREEMENT is held to be unenforceable by a court of law or equity, this AGREEMENT shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this AGREEMENT unenforceable.

18. TERMINATION. This AGREEMENT relates to water resources and the provision of utility service by two municipal water utility systems. As such, the public interest is not served by the termination by one of the Parties to this AGREEMENT absent an opportunity to resolve an alleged breach or dispute, or to have a position on the alleged breach or dispute heard before a qualified arbitrator.

This Contract may only be terminated if notice to terminate is provided by one Party to the other Party not less than 180 days before the expiration of any current term. If a Party is in breach of a portion of this AGREEMENT then the Party alleging such breach must provide written notice to the other Party specifying the nature of the violation and allowing not less than thirty (30) days for the Party in breach to correct the violation. If the breach is not corrected within the thirty (30) day period then the matter must be submitted to binding arbitration as set forth in Paragraph 15 of this AGREEMENT and the Parties agree to be bound by the determination of the Arbitrator.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying by the public. Each Party recognizes the legal duty of the other Party to disclose information or documents unless such

information or document is deemed confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that Party to the extent that such information is confidential by law or otherwise required by this AGREEMENT.

21. PROPER AUTHORITY.

a) The Parties hereto present and warrant that the person executing this AGREEMENT on behalf of each Party has full power and authority to enter into this AGREEMENT and that the Parties are authorized by law to perform the services set forth in this AGREEMENT.

b) The Parties are associated with each other only for the purpose and to the extent set forth in this AGREEMENT, and in respect to performance of services and payment of costs pursuant to this AGREEMENT, each Party is and continues to be a public agency separate and distinct from the other Party and, subject only to the terms of this AGREEMENT, retains the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party or any other party.

22. GOVERNING LAW: JURISDICTION. This AGREEMENT and the rights and obligations of the Parties hereto are governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the jurisdiction of the Nevada district courts for enforcement of this AGREEMENT.

23. ENTIRE AGREEMENT AND MODIFICATION. This AGREEMENT constitutes the entire AGREEMENT of the Parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other promises that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this AGREEMENT specifically displays a mutual intent to amend a particular part of this AGREEMENT, general conflicts in language between any such attachment and this AGREEMENT shall be construed consistent with the terms of this AGREEMENT. Unless otherwise expressly authorized by the terms of this AGREEMENT, no modification or amendment to this AGREEMENT is binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

/ / / /

/ / / /

WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed as of the day and year first above written.

LYON COUNTY BOARD  
OF COUNTY COMMISSIONERS

CARSON CITY BOARD  
OF SUPERVISORS

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
District Attorney

By: \_\_\_\_\_  
District Attorney

ATTEST:

ATTEST:

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Clerk-Recorder

# Exhibit A

*Casper, Nev*

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA

*Hugh Rice*

THE UNITED STATES OF AMERICA,

Civil No. D-183 BRT

Plaintiff,

vs.

ALPINE LAND & RESERVOIR COMPANY,  
a corporation, et al.,

Defendants.

FINAL DECREE

---

FINDINGS OF FACT, CONCLUSIONS OF LAW,  
TABULATION AND ADMINISTRATION

TO MEMBERS OF THE CALIFORNIA-NEVADA INTERSTATE  
COMPACT COMMISSION, NEVADA COMMISSION

Gentlemen:

Enclosed please find a copy of the opinion to the Carson River signed by Judge Bruce Thompson on October 28, 1980.

I believe the enclosed Carson River opinion to be one of the better written opinions and contains several features that may be of interest to you.

1. Sets July 2, 1902 as priority date for water rights within the Newlands project.
2. Declares that water rights are appurtenant to the land irrigated and are owned by the individual land owners in the project.
3. Duties for the use of water are set for the upper and lower Carson River. A duty is the upper limit to the amount of water that can be used but the Court stated that beneficial use remains the basis, the limit and extent of a water right.
4. The Court finds that the duty for the United States' fishing and recreation right is 30,000 acre-feet. This is the minimum amount of water that must be retained in the reservoir to support the fish habitat and provide swimming and boating areas.
5. Eight segments of the Carson River are considered autonomous and water will be delivered in priority only within each segment. In other words, water will not be delivered to a senior priority in one segment against a junior priority in another segment of the river.
6. The acre foot duty is reduced in any change made from an irrigation use to any other use.

7. The Court stated that all applications to change the point of diversion, manner or place of use will be directed to the State Engineer and will be governed by Nevada law.
8. The Court approved and adopted the customs, practices, agreements and decrees set forth in the Decree.

I would be interested in any comments you may have after you have read the enclosed Carson River opinion.

Sincerely,



William J. Newman  
Chairman, Nevada Commission

WJN/bc

cc: Fred Settelmeyer  
Jim Johnson

FINDINGS OF FACT

I. This Court has jurisdiction over the subject matter and the parties to this proceeding.

II. The Carson River and its tributaries are interstate streams and the waters of the Carson River and its tributaries are fully appropriated.

III. Under the Reclamation Act of June 17, 1902, the United States, acting by the Secretary of the Interior, on July 2, 1902, withdrew from public entry, excepting under the homestead laws in accordance with the provisions of the Act, the lands required for the government's first reclamation project, now known as the Newlands Project.

IV. The United States has diligently proceeded with the construction of the Newlands Project and has expended over Six Million Dollars (\$6,000,000) in that construction. The works so constructed have been used for many years for the storage of Carson River water and the distribution thereof to Project lands. The principal structure of the Project is the Lahontan Reservoir which was completed at a cost of approximately One Million Four Hundred Thousand Dollars (\$1,400,000). Lahontan Reservoir has a capacity of 295,149 acre-feet to the spillway crest. With 20 inch flashboards on the crest, the capacity is 317,280 acre-feet. The lands of the Newlands Project irrigated or susceptible of irrigation by the waters of the Carson River and its tributaries include 80,000 acres of cultivable lands, 50,000 acres of pasture lands, and 7,500 acre land in the Truckee Division of the Project.



V. There existed prior to July 2, 1902 certain vested rights, owned by old-time settlers in Churchill County, in and to the use of waters of the Carson River and its tributaries. The United States, subsequent to July 2, 1902, acquired the right, title and interest of these owners in the waters, ditches, dams, and other irrigation facilities and structures and in return agreed to construct water storage and distribution facilities and to deliver certain waters to these owners.

VI. Prior to July 2, 1902, there existed under the ownership of Frank W. Inman and his wife the right to divert 40 c.f.s. of water of the Carson River with a priority of 1882 for the purpose of producing power. On February 12, 1912, Frank W. Inman and his wife executed an agreement conveying this power right to the United States.

VII. The United States possesses Trust Patents to five riparian rights on the West and East Forks of the Carson River in Alpine County, California, in favor of the following five beneficiary Indians of the Washoe Tribe, in the acreage as specified:

<u>Name</u>	<u>Acreage</u>
Dr. Bob	1.40
Hattie Miller (Cow Bitch)	19.73
Molly's Pete	16.40
Maggie James	4.40
GO-DAH-DIC-PETE	8.25

VIII. The lands on which the waters of the Carson River and its tributaries are used lie in an arid region of the United States; to make these lands productive, irrigation thereof is necessary; these lands vary widely in texture, porosity, terrain, inclination, vegetation, crop use, sub-surface stratas and other factors which affect the amount of water necessary to irrigate different portions of said lands and further affect the amount of water which is returned to the main course by drainage and other means; the various areas require, for proper irrigation and crop productivity varying quantities of water per acre. In the Newlands Project, the water duties are 3.5 acre-feet per acre delivered to the land for the bottom-land and 4.5 acre-feet per acre delivered to the land for the bench land. In the lands above the Newlands Project the water duties are 4.5 acre-feet per acre diverted to the canal for the bottom-lands, 6.0 acre-feet per acre diverted to the canal for the alluvial fan lands and 9.0 acre-feet per acre diverted to the canal for the bench lands. The water duties assigned for the various categories of the land are the total duties from whatever source of surface water.

The net consumptive use of surface water for irrigation on the Newlands Project is 2.99 acre-feet per acre. The net consumptive use of surface water for irrigation of the lands above the Lahontan Reservoir is 2.5 acre-feet per acre.

IX. The Carson River and its tributaries are divided into eight segments:

Segment 1: The East Fork of the Carson River from the California/Nevada state line up to the headwaters of the East Fork in the mountains.

Segment 2: The East Fork of the Carson River from the California/Nevada state line to the confluence of the East and West Forks of the Carson River.

Duty

Consumption

Segment 3: The West Fork of the Carson River from the gauge at Woodfords, California upstream to the headwaters in the mountains.

Segment 4: The West Fork of the Carson River from the gauge at Woodfords to the California/Nevada State line.

Segment 5: The West Fork of the Carson River (and Brockliss Slough) between the California/Nevada state line and the confluence of the East and West Forks of the Carson River.

Segment 6: The main stream of the Carson River from the confluence of the East Fork, West Fork and Brockliss Slough to the gauge at Carson City.

Segment 7: The main stream of the Carson from the Carson City gauge to Lahontan reservoir. This segment is further subdivided for administration into autonomous subsegments:

- (a) Mexican Ditch, Dayton and the reach between Rose Ditch and Cardelli Ditch, inclusive;
- (b) Gee Ditch;
- (c) Koch Ditch;
- (d) Houghman and Howard Ditches;
- (e) Buckland Ditch.

Segment 8: The area below the Lahontan Dam.

X. The<sup>F.P.C.</sup> historic practices, customs, agreements and decrees followed by the water users and the Federal Water Master on the Carson River and its tributaries:

1. General:

(a) The Watermaster shall begin to direct the distribution of water on such date that he determines there is not enough water in the Upper Carson River to serve the most junior priority.

(b) When such distribution begins, the water users are notified that the river is on regulation and diversions will be monitored.

(c) Subject to the exceptions described below, the water is distributed on the basis of priority and acreage.

(d) For purposes of distribution, the river is administered in segments in accordance with established practices, customs, agreements and decrees.

(e) When the river is on regulation each segment of the river is treated autonomously.

(f) The high alpine reservoirs on both forks of the river are filled out of the priority order. This is done because the snow does not melt sufficiently at those high elevations to fill the reservoirs until the summer when the river flow has already begun to diminish down in the valley.

(g) On all segments of the river, rotation is practiced so as to serve the junior priorities as long as possible.

(h) On both the East Fork and the West Fork, any user, regardless of his priority, who does not need the water does not get it. If the user has a need for it, he gets the water under his priority; if he does not have a need for it, the water goes to the next junior priority.

2. Segment 1:

Since this segment consists largely of riparian lands, there are no relevant customs and the Water Master exercises little supervision except to regulate the release of water from the Alpine Land and Reservoir reservoirs. Water in these reservoirs is represented by corporate stock and is rented, traded and sold to any landowner.

3. Segment 2:

(a) When the flow rate at the Gardnerville gauge reduces to 200 cubic feet per second, 1/3 of the river flow is directed into the Allerman Canal and 2/3 of the flow stays in the river. The point of measurement for the 1/3-2/3 split is at a weir located 100 feet downstream of the intersection of Highway 395 and the Allerman Canal. Water users on the Heybourne Tract served by the Allerman Canal, the upper New Virginia, Company and Cottonwood ditches hire a ditch rider to assist, under the direction of the Water Master, in the distribution of water.

(b) Reservoirs 1, 2 and 4 on the Dangberg lands are filled 3 times yearly. The reservoirs are filled once in February and March pursuant to their storage rights. The reservoirs are filled twice later in the year as a means of regulating the water flow in the Virginia

and Allerman ditches and ensuring sufficient irrigation head during periods of peak irrigation demand.

(c) Most diversions in this and the other segments are based upon a two-week irrigation interval. The smaller canals such as the Peter Heitman, Berning, Christensen-Hussman, Madison or Topping No. 1 and Topping No. 2 divert for several days on a two-week interval. Other larger canals and sloughs divert on a continuous basis and individual ditches and laterals coming off these larger canals will be on the two-week rotation. Canals and sloughs that divert continuously are the Allerman Canal, Upper New Virginia, Rocky Slough, Henningsen System, Stodieck, St. Louis Straight, Homestream, Company, Cottonwood and Williams Slough.

The continuous diversion made by the St. Louis Straight and island portion of Homestream will be stopped and transferred to the Allerman Canal when the 1/3-2/3 split takes place.

(d) When the East Fork goes on regulation, the Cottonwood Slough is used to convey water downstream to the Williams Slough diversion rather than using the main channel of the East Fork.

4. Segment 3:

This segment on the West Fork consists largely of riparian lands and the Water Master exercises little supervision except to regulate the release of water from the mountain reservoirs for downstream use. Traditionally the water stored in the mountain reservoirs has not been considered appurtenant to any particular place of use.

5. Segment 4:

(a) The Anderson-Bassman Decree, Exhibit 16, provides that beginning the first Monday in June and continuing to the end of the irrigation season the available water supply is rotated on a weekly basis between Segment 4 and Segment 5. This custom applies to all water users on these two segments, not just the original parties to the Anderson-Bassman lawsuit or their successors in interest.

(b) The Price Decree, Exhibit 18, and the 1941 Agreement, Exhibit 19, control the rotation among the Segment 4 users during the week that Segment 4 has water under the Anderson-Bassman Decree.

(c) During the non-irrigation season, diversions are made by the Snowshoe Thompson No. 2 ditch via Indian Creek to store water in the Mud Lake Reservoir.

6. Segment 5:

(a) As mentioned above, this segment's diversions are made according to the weekly rotation schedule with Segment 4 after the first Monday in June.

(b) During Segment 5 week the water is allocated according to priorities. During Segment 4 week, any Segment 5 junior appropriators who did not get direct flows during Segment 5 week are allowed to use the return flows from Segment 4.

(c) The Dresslers usually bring their alpine stored waters down during Segment 5 week but Bruns and Gansberg usually bring their Lost Lake water down during Segment 4 week,

(d) The water stored in Mud Lake Reservoir is sometimes released to downstream users in exchange for direct diversion that would normally go to those downstream users.

(e) Brockliss Slough, starting in the vicinity of Dressler Lane, carries West Fork water drainage down to the confluence of Brockliss Slough and the East and West Forks. During times of short supply in Brockliss Slough, the use of water is rotated among the three oldest priorities; a second rotation is observed among the other priorities.

(f) Drainage water is occasionally diverted from the old West Fork into Brockliss Slough and then to lands west of Brockliss Slough.

(g) Due to the destruction of the Jones Company West ditch by flood, the lands formerly irrigated from that ditch are now served with return waters from Bull Slough. Bull Slough also receives return flows from irrigation using mountain creeks not considered tributaries of the Carson.

(h) Some rights which appear to be served with West Fork water are actually served with East Fork water which, after being used to irrigate East Fork lands, drains into the West Fork channel. These lands are generally those in between Squires Ditch and the Muller-Bartels dam on the West Fork.

(i) Water taken out of the East Fork through Rocky Slough and into Edna Ditch and other small ditches is used to irrigate lands between the East Fork and the West Fork.



7. Segment 6:

The diversions in this segment occur by pumping from the river. When the main stream is on regulation, the amount of water that gets to each pump is sufficient to satisfy that priority. As a result, and because of the high cost of regulation in comparison to benefits, the Water Master makes no attempt to regulate in this segment unless a controversy arises.

8. Segment 7:

Due to the intermittent nature of the river's surface flow, appearing upstream and disappearing downstream from various diversion structures, this segment is regulated in autonomous sub-segments.

9. Segment 8:

There are no relevant practices or customs in this segment and the Water Master only regulates when a controversy arises.

XI. The California riparian landowners are entitled to the riparian water rights permitted under California law.

XII. For proper administration of the respective rights of the parties in this action, it is necessary and proper that general administrative provisions be incorporated in this Decree and that a Water Master be appointed to carry out the provisions of the Decree.

XIII. The parties, persons, corporations, intervenors, grantees and substituted parties named in the following tabulation, and their successors-in-interest and assigns, constitute and are

the only appropriators, riparian owners and users of the waters of the Carson River and its tributaries. The sole class of exceptions to the foregoing statement is the landowners on the Newlands Project who took land patents from the United States. Each such landowner is the owner of an appurtenant water right for the patented land as discussed in the opinion filed in this case. The Court has not been provided with a tabulation of these owners and their irrigated acreages. As to the future tabulation of these details, see Administrative Provision VI. All of the above-mentioned parties and their successors and assigns are the owners of water rights to the waters of the Carson River and its tributaries for the legally described acreages or places of use and with the listed priority dates, all contained in the following tabulation.

#### CONCLUSIONS OF LAW

I. The parties hereto are entitled to a Decree in this action adjudging and declaring that they are the owners and entitled to use the rights set forth in the following tabulation.

II. In accordance with the Findings of Fact and Conclusions of Law, IT HEREBY IS ORDERED, ADJUDGED AND DECREED as follows:

That the parties, intervenors, grantees, successors in interest and assigns are, and each of them hereby is, as against every party to this action, adjudged to be the owners of the water rights hereafter specified and set forth and entitled to divert, store and use from the Carson

River and its tributaries and from the streams and springs hereafter mentioned, and by and through their respective ditches, canals, flumes, dams and reservoirs for the irrigation of their respective lands as described in the tabulation, for generating power, for municipal purposes, for supplying the people living in cities and towns, for reclamation of arid lands, for watering livestock, for domestic uses and other beneficial purposes, water in the amounts discussed in the previous sections on water duty, subject and according to the respective priority dates and riparian ownership stated below and the historic customs, practices, agreements and decrees discussed above.

Own Multiple rights X

All points of diversion and places of use are described with reference to the Mount Diablo Base and Meridian. Where an entity owns multiple water rights, that entity is listed at the beginning of a series of water rights from a particular diversion ditch and is not repeated for each place of use. Similarly, if a series of places of use under the same owner all have the same priority date, that date is listed once on the first line of the series and is not repeated for each place of use. The only exception to this system is the tabulation of the water rights in Segment 4, where the Special Master listed the places of use for each owner and then gave total acreages for the relevant priority dates. The listing of owners is correct only insofar as the current information has been supplied to the Court. Any grantees, assignees or successors in interest should contact the Water Master with proof of chain of title.

Chain of title

Acreages and priorities are established in conformity with the evidence taken before the Special Master. Any changes of place or manner of use or point of diversion which have

been since approved in the manner provided by the Temporary Restraining Order and Special Master's Report shall be recognized and recorded by the Water Master.





TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 EAST FORK - MOUNTAIN AREAS, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
	Silver King Creek--ditches (cont'd)	Sierra Pacific Power Co. (cont'd)		29.0	NWNW	12	8	21
				40.0	NENW	12	8	21
				39.1	SENW	12	8	21
				12.8	SWNW	12	8	21
				40.0	NWNE	12	8	21
				35.2	NENE	12	8	21
				32.2	SENE	12	8	21
				25.7	SWNE	12	8	21
				1.4	NESE	12	8	21
				12.1	NWNE	2	8	21
				37.4	NENE	2	8	21
5	Jones Creek	H. F. Dangberg Land and Livestock Co.	Riparian	5.0	N½NE	21	8	21
6	Railroad Creek	H. F. Dangberg Land and Livestock Co.		15.0	Lot 4, 3, 2 Lot 1	3 4	8 8	21 21
7	Bagley Valley ditches from creeks in SE¼ Sec. 10, NE¼ Sec. 15, NE¼ NW¼ and SW¼NW¼ Sec. 26, T. 9 N., R. 21 E.	H. F. Dangberg Land and Livestock Co.	Riparian	9.9	SWSE	10	9	21
				26.5	SENE	15	9	21
				33.3	E½SE	15	9	21
				21.3	E½NE	22	9	21
				19.9	W½NW	23	9	21
				6.9	E½SE	22	9	21
				52.6	W½SW	23	9	21
				31.0	W½NW	26	9	21
				12.6	NENW	26	9	21
				59.0	W½SW	26	9	21
				38.3	S½SE	27	9	21

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - MOUNTAIN AREAS, CALIFORNIA

15a

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
8  9  10	Wolf Creek-- ditches from both banks in SE¼SW¼, SW¼NE¼ Sec. 32, and SW¼NE¼, NE¼SW¼ Sec. 29, T. 9 N., R. 21 E.	F. Neise Land and Livestock Company, Incorporated	Riparian	12.0	SENE	29	9	21
				12.3	SWNE	29	9	21
				7.1	NESE	29	9	21
				21.8	NWSE	29	9	21
				37.2	SWSE	29	9	21
				39.1	NWNE	32	9	21
				6.6	NENW	32	9	21
				35.3	SWNE	32	9	21
				1.8	SESE Govt. Land	29	9	21
				9.3	SESW Govt. Land	29	9	21
				0.5	NESW Govt. Land	29	9	21
				7.2	NWSE Govt. Land	32	9	21
				14.6	SENE Govt. Land	32	9	21
13.4	NESW Govt. Land	32	9	21				
2.1	NENE Govt. Land	32	9	21				

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - MOUNTAIN AREAS, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
11	Upper Heenan Creek--ditches from both banks in Lot 3, Sec. 1, and in NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 3, T. 9 N., R. 21 E.	H. F. Dangberg Land and Livestock Co.	Riparian	20.7	Lot 3	1	9	21
				36.7	Lot 4	1	9	21
			Riparian	9.6	NWSE	3	9	21
				22.3	NESE	3	9	21
12	Pleasant Valley ditches from both banks in NW $\frac{1}{4}$ NW $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 7, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 6, NW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 5, T. 9 N. R. 20 E.	Fred H. Dressler	Riparian	28.5	SWNW	5	9	20
				19.5	SWNE	6	9	20
				33.0	SENE	6	9	20
				39.6	NWSE	6	9	20
				35.1	NESW	6	9	20
				25.5	SESW	6	9	20
				19.6	NWNW (Lot 4)	5	9	20
				25.0	SWSE	32	10	20
				2.6	NWSE	32	10	20
				22.0	NWNE (Lot 2)	5	9	20
	24.5	NENW (Lot 3)	5	9	20			
13	Munroe--ditch from south bank of Pleasant Valley Creek in SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 29, T. 10 N., R. 20 E.	Milton Edward Bacon, Mary Parker Bacon	Riparian	8.6	SWNW	28	10	20
				29.1	SENW	28	10	20
				4.0	NENW	28	10	20
				13.6	NWNE	28	10	20



TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - MOUNTAIN AREAS, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
14	Munroe--ditch (cont'd)		1892	4.5	NESE	29	10	20
				3.7	NWSW	28	10	20
				2.0	NESW	28	10	20
				2.3	SWNE	28	10	20
15		Horace Barrett, June Barrett	Riparian	5.5	NENE	28	10	20
				8.0	SESE	21	10	20
				Alternate right from Indian Creek				
16	Pleasant Valley Creek--by Mayo Ditch from south bank in NE¼SE¼ Sec. 29, T. 10 N., R. 20 E.	Milton Edward Bacon, Mary Parker Bacon	Riparian	17.2	SWNW	28	10	20
				26.4	NENW	28	10	20
				18.7	NWNE	28	10	20
				3.7	SESW	28	10	20
				34.2	SESW	22	10	20
				5.9	NWSE	22	10	20
				33.4	NENW	22	10	20
				4.3	NWNE	22	10	20
				9.0	SESW	15	10	20
				1.0	SWSE	15	10	20
				0.4	Lot 2, Block 5, Marklev'e	21	10	20
				5.0	SESE	21	10	20
17			1892	* Government land irrigated by ditch:				
				0.5*	SWSW	22	10	20
				18.2*	NESW	22	10	20
				4.4	SESW	22	10	20
				4.5*	SWSE	22	10	20
			1892	1.8	NWNW Stodieck ranch	22	10	20
				2.5	SWNW Stodieck ranch	22	10	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - MOUNTAIN AREAS, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
18	East Fork--ditch from left bank in NW $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 22, T. 10 N., R. 20 E.		Riparian	6.7	NWSE	22	10	20
				8.3	SWNE	22	10	20
				2.5	SENE	22	10	20
				3.3	NWNE	22	10	20
19	Indian Creek--ditch from left bank in NW $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 27, T. 10 N., R. 20 E.	Horace Barrett, June Barrett		1.8	NWNW Govt. land	27	10	20
				8.9	NENE	28	10	20
20	Thornburg Creek--ditches from both banks in SE $\frac{1}{2}$ NW $\frac{1}{2}$ and NE $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 29, T. 10 N., R. 20 E.	Frederick Thornburg, Nancy Thornburg	Riparian	3.5	SENE	29	10	20
				10.9	NENW	29	10	20
				3.0	NWNE	29	10	20
21	Hot Spring Creek--Charity Valley Meadow	Fred Dressler, Anna E. Dressler	Riparian	10.5	NWNW	33	10	19
				18.2	NENE	32	10	19
				21.8	SENE	32	10	19
				27.8	SWNE	32	10	19
				15.8	NWSE	32	10	19
				1.5	SWSE	32	10	19
				29.4	NESW	32	10	19
				32.7	SESW	32	10	19
10.7	SENE	32	10	19				
22	Hot Spring Creek--(branch), Burnside Lake Meadow	H. F. Dangberg Land and Livestock Co.	Riparian	3.8	N $\frac{1}{2}$ SE	16	10	19
				11.9	S $\frac{1}{2}$ NE	16	10	19
				16.8	NWNE	16	10	19
				7.7	NENW	16	10	19
				50.0	E $\frac{1}{2}$ Lot 6	3	10	20
					W $\frac{1}{2}$ Lots 11,12 &13	4	10	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - MOUNTAIN AREA, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
23	Hot Springs Creek -- ditch from north bank in SW¼ NW¼ Sec. 24, T. 10 N., R. 19 E. with Buck Creek	State of California	Riparian	23.5	SWNE	24	10	19
				0.7	NWSE	24	10	19
				23.5	SENE	24	10	19
				1.5	NESW	24	10	19
24	Shay Creek -- ditch from north bank in SE¼SW¼ Sec. 24 and Grover Springs in NE¼SW¼ Sec. 24, T. 10 N., R. 19 E.		1900	5.0	SWNW Govt. land	24	10	19
				0.3	SESW Govt. land	24	10	19
				0.4	NWSW Govt. land	24	10	19
25	Grover Springs in NE¼SW¼ Sec. 24, T. 10 N., R. 19 E.		Riparian	0.6	SWNE	24	10	19
				19.1	NWSE	24	10	19
				32.5	NESW	24	10	19
26	Hot Spring Creek-- Town Ditch from left bank in NE¼NW¼ Sec. 29, T. 10 N., R. 20 E. to reservoir tank, with right to water from Jarvis & Musser Creeks	Alpine County, Alpine County Unified School District, Bank of America, Barrett Estate, Horace Barrett, June Barrett, Lucille Brown Chain, Lincoln Corington, Elizabeth Coyan, Gary Coyan, August Eggar, Lily Eggar, Billie Ford, Lillian Ford, William D. Ford, Ellen R. Greer, Hubert Greer, S. A. Hatfield, S. W. Hatfield, Charles Johnson, Dorothy R. Johnson, Ileen T. Long, Marion W. Long, Jim D. Lyons, Katheryn Lyons, Markleeville Public Utility District, Markleeville Water Company, A. J. Miller, Ruth W. Miller, Wilhemina Miller, Gordon Patterson, Patricia L. Patterson, Rhoda R. Talso, Rudolph J. Talso, Frederick Thornburg, Nancy Thornburg, U. S. Forest Service.	1862	47.5	SE¼ And right to municipal water supply.	21	10	20
27		Marklee Village Corporation	Riparian	4.5	NENE, bot. Btw. Cr. & Rd.	29	10	20
				1.7	SESW, bottom SE cor.	21	10	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - MOUNTAIN AREA, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
28	Town Ditch (cont'd)		1911	2.0	SESW, irrigated SE cor.	21	10	20
29	Town Ditch -- from tank by Grover and Rickey ditch, with sole right to inflowing Milberry Creek water	Milton E. Bacon (Stodieck ranch)	1862	6.2 27.6 30.9 18.0 26.4 2.6 0.9 5.1 3.0	SWSW NWNW SWNW NWSW NESE NWSE SWNE SENE NENW, Maisterrena ld.	15 22 22 22 21 21 21 21 22	10 10 10 10 10 10 10 10 10	20 20 20 20 20 20 20 20 20
30	Markleeville Creek-- by ditch from left bank in NW¼NW¼ Sec. 22, T. 10 N., R. 20 E.	Milton E. Bacon (Stodieck ranch)	1862	1.6	1.1 NWSW	15 22	10 10	20 20
31	Cottonwood Creek-- by ditch from right bank in NE¼SW¼ Sec. 2, T. 10 N. R. 20 E.	W. Brooks Park	1877	8.9 6.6 40.0 13.0 23.2 17.9 13.1 12.7	NWNE SENE SWNE SENW NWSE NESW SWSE SESW	35 35 35 35 35 35 35 35	11 11 11 11 11 11 11 11	20 20 20 20 20 20 20 20



TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - MOUNTAIN AREA, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
36	Bryant Creek (cont'd)	W. Brooks Park	1861	20.1	SWNW, E of East Fork	25	11	20
				3.9	SWNW, W of East Fork	25	11	20
				1.0	NWSW	25	11	20
				12.7	NWNW, W of East Fork	25	11	20
37		W. Brooks Park	1866	12.3	NWNW, E of East Fork	25	11	20
				9.2	SWSW	24	11	20
				0.9	SESE	23	11	20
38		W. Brooks Park	1887	2.6	NENE	23	11	20
				4.4	SESE	14	11	20
				6.7	NWSW	13	11	20
39	Bryant Creek -- Six ditches from both banks in NE¼ NE¼ Sec. 6, T. 10 N., R. 21 E. and W¼E¼ Sec. 31, T. 11 N., R. 21 E.	W. Brooks Park	1861	8.34	SWSE	31	11	21
				7.06	NWSE	31	11	21
				5.43	SWNE	31	11	21
				7.04	NENE	31	11	21
				1.93	SWSE	30	11	21
				1.90	NENE at State Line	6	10	21
40	Monighetti -- ditch from right bank of East Fork in SW¼SE¼ Sec. 2, T. 11 N., R. 20 E.	G. & S. R. Springmeyer Company	1888	26.51	NESW	2	11	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - INDIAN CREEK AND WEST FORK, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
41	Ditch from Milberry Creek taken to Indian Creek land	Fred Gansberg, Chris H. Gansberg, Ellen H. Gansberg, Fred H. Gansberg	Riparian	60.0	S½S½, NENE	7	10	20
					and N½SW, SWNW	8	10	20
42	Indian Creek and Randall Springs -- from creek banks in NW¼SE¼ Sec. 6, T. 10 N., R. 20 E.	Chris H. Gansberg Jr.	Riparian	43.8	Lot 5	6	10	20
				51.4	Lot 6	6	10	20
				33.9	Lot 7	6	10	20
				32.6	Lot 8, W½	6	10	20
				2.4	NWSE	6	10	20
				3.8	Lot 9	6	10	20
				8.2	Lot 10, at Springs	6	10	20
	Riparian	2.7	E½ of Lot 8	6	10	20		
43	Milberry Creek -- by ditch in SW¼SW¼ Sec. 5, T. 10 N., R. 20 E. to Prairie Reservoir site	Chris H. Gansberg, Ellen H. Gansberg, Fred H. Gansberg, Chris H. Gansberg Jr.	Riparian	3.2	Lot 12	5	10	20
				35.0	Lot 10	5	10	20
				35.7	Lot 9	5	10	20
				28.8	N½SW	5	10	20
				4.4	NWSE	5	10	20
				4.6	W½ of Lot 7	5	10	20
				2.5	SWSW	5	10	20
	Riparian	18.6	Lot 11	5	10	20		
44	Scott Creek and Springs.	Henry W. Hawkins Heirs	Riparian	15.9	E½ of Lot 4	6	10	20
				6.0	Lot 14	5	10	20
				26.4	Lot 15	5	10	20
				6.1	Lot 3	6	10	20
				13.2	Lot 16	5	10	20
					(Scott Creek water divided in accordance with deed dated 6-17-65, Book A-Agreements, Alpine County)			
45	Scott Creek ditch	H. R. Schwake (Clogston ranch)	Riparian	20.0	Lots 15 and 16	5	10	20

**TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - INDIAN CREEK AND WEST FORK, CALIFORNIA**

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
46	Indian Creek ditch	H. R. Schwake (Clogston ranch)	Riparian	17.0	Lot 15 of the 103.4 acres irrigated from West Fork by Snowshoe Thompson No. 1 Ditch	5	10	20
	Indian Creek ditch	H. R. Schwake (Clogston ranch)	Riparian	85.0		5	10	20
						36	11	19
47	Indian Creek -- water supplemental to West Fork area by Snowshoe Thompson No. 1 Ditch	F. Heise Land and Livestock Co. (Harvey ranch)	Riparian	7.0	Lot 4	4	10	20
48			1864	24.9	Lot 12	4	10	20
				35.1	Lot 13	4	10	20
				0.5	Lot 14	4	10	20
				9.5	Lot 4	4	10	20
				2.7	Lot 14	4	10	20
49	Indian Creek -- water supplemental to West Fork area by Snowshoe Thompson No. 1 Ditch	F. Heise Land and Livestock Co. (Trimmer ranch)	Riparian	25.0	NESW	31	11	20
50			1881	11.6	NESE	31	11	20
				0.3	SENE	31	11	20
				19.1	SESW	31	11	20
				26.8	NWSE	31	11	20
51	Indian Creek -- by Snowshoe Thompson No. 2 Ditch	F. Heise Land and Livestock Co. (Scossa ranch)	Riparian					
52			1881	25.5	SWNE	31	11	20
				34.7	SENE	31	11	20
				23.6	SWNW	32	11	20
				0.2	SENE	32	11	20
53	Indian Creek -- by Snowshoe Thompson No. 2 Ditch	Vernita Smith aka Mrs. Ted Smith	Riparian	16.3	NENW	28	11	20
				25.7	SESE	29	11	20
				25.1	NESE	29	11	20
				8.3	SENE	29	11	20
				26.0	NWNW	28	11	20
				33.8	SWNW	28	11	20
				21.2	NWSW	28	11	20
	3.2	SWSW	28	11	20			



TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 EAST FORK - INDIAN CREEK AND WEST FORK, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
	Indian Creek -- by Snowshoe Thompson No. 2 Ditch	Vernita Smith aka Mrs. Ted Smith	Riparian	3.4 8.6	SWSE SWSE and NWNE	29 29 32	11 11 11	19 19 19

**TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - INDIAN CREEK, AND WEST FORK, CALIFORNIA AND NEVADA**

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
54	Indian Creek -- by Walsh and Gallihar Ditch	G. & S. R. Springmeyer Co. (Uhalde ranch)	Riparian	95.2	In Secs. 15, 21, 22 and same as irrigated under Price Decree, #7 from West Fork	28	11	20
			Riparian	12.4	NWSE Fricke ranch	21	11	20
				0.6	NESW Fricke ranch	21	11	20
<u>IN NEVADA:-</u>								
55	Indian Creek--by Millich Ditch	G. & S. R. Springmeyer Co.	1860	200.0	W½SE, E½NE, SESW	3	11	20
			1871	30.0	SESE	34	12	20
				30.0	E½SE	3	11	20
				30.0	E½SW	3	11	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
56	Rodenbah Pump	Ida Ruhenstroth	1880	2.0	NE Cor. NW¼	25	12	20
57a	Above concrete power dam in NW¼SW¼, Sec. 25, T. 12 N., R. 20 E., on right bank of East Fork.	Norman E. Scoggin, Ruby Lee Scoggin, Henry W. Ruhenstroth, Jennie I. Ruhenstroth, Lois Ester Ruhenstroth, John F. McMasters, Viola Marie McMasters, Henry Bassman, Lu Wine Bassman, Rubel Nibe	1889	4.0	SE Cor NW¼	24	12	20
57b		D. A. Clements, C. W. Chaney, A. D. Giovo, Dennis W. Bible, Susan Bible		4.0	SW Cor NE¼	24	12	20
57c		June L. Meachem, Charles H. Meachem, Don R. Larsen, Verlene Larsen, Henry W. Ruhenstroth, Dennis I. Ruhenstroth, Lois Ester Ruhenstroth, John F. McMasters, Viola Marie McMasters, Henry Bassman, Lu Wine Bassman, Rubel Nibe, Marie E. Sayles, Max L. Jones, Laura I. Jones, Clyde W. Milsap, Patricia M. Milsap, Mike G. Hefferin, Elizabeth A. Hefferin		50.0	E¼SW	25	12	20
57d		John W. Churchill, Edyth R. Churchill, Lyle W. Webb, Hazel E. Webb, James H. Concannon, Carolene A. Concannon		37.0	W¼SE	24	12	20
57e		Ida Ruhenstroth		2.0	NE Cor. NW¼	25	12	20
58a		Gerald D. Miller, Margarethe L. Miller, Henry W. Ruthenstroth, Jennie I. Ruhenstroth, Lois Ester Ruhenstroth, John F. McMasters, Viola Marie McMasters, Henry Bassman, Lu Wine Bassman, Rubel Nibe	1916	3.8	SESE	13	12	20

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
58b	Rodenbah Pump (cont'd)	Gerald D. Miller, Margarethe L. Miller, Henry W. Ruthenstroth, Jennie I. Ruhenstroth, Lois Ester Ruhenstroth, John F. McMasters, Viola Marie McMasters, Henry Bassman, Lu Wine Bassman, Rubel Nibe	1916 (cont'd)	8.3	SWSE	13	12	20
58c		Gerald D. Miller, Margarethe L. Miller, Henry W. Ruthenstroth, Jennie I. Ruhenstroth, Lois Ester Ruhenstroth, John F. McMasters, Viola Marie McMasters, Henry Bassman, Lu Wine Bassman, Rubel Nibe, Wayne D. Bowen, Lois Bowen		4.6	NENE	24	12	20
58d		Gerald D. Miller, Margarethe L. Miller, Henry W. Ruthenstroth, Jennie I. Ruhenstroth, Lois Ester Ruhenstroth, John F. McMasters, Viola Marie McMasters, Henry Bassman, Lu Wine Bassman, Rubel Nibe, Wayne D. Bowen, Lois Bowen, Roy B. Saddler, Mariam Saddler, A. J. Goulart, A. W. Paschall.		32.5	NWNE	24	12	20
58e		Henry W. Ruthenstroth, Jennie I. Ruhenstroth, Lois Ester Ruhenstroth, John F. McMasters, Viola Marie McMasters, Henry Bassman, Lu Wine Bassman, Rubel Nibe, Wayne D. Bowen, Lois Bowen, Roy B. Saddler, Mariam Saddler, A. J. Goulart, A. W. Paschall		2.0	NENW	24	12	20
58f		Robert C. Downer, Alice G. Downer		2.1	SENE	24	12	20



TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
63	Peter Heitman - from left bank of East Fork near center SENW, Sec. 25, T. 12 N., R. 20 E.	United States of America in Trust for the Washoe Tribe of Indians	1860	6.0	SW Cor. SW¼	24	12	20
				94.0	S¼	23	12	20
				19.0	N¼	23	12	20
				10.0	NW Cor. NW¼	25	12	20
				33.0	N part NE¼	26	12	20
64	Allerman Canal from right bank in SE¼SE¼ Sec. 23, T. 12 N., R. 20 E.	Arnold A. Settelmeyer, Grace A. Settelmeyer, United States of America (Fish Hatchery)	1861	20.0	W pt. N SE	23	12	20
				75.0	N¼ between East Fork and Allerman	23	12	20
				10.0	SW Cor. SWSE	14	12	20
65			1875	25.0	N Pt. NE along road	23	12	20
				15.0	SWSE W and S of road	14	12	20
66		Lawrence E. Settelmeyer, Mary H. Settelmeyer	1888	15.1	S¼SE	14	12	20
				9.6	N¼ between East Fork and Allerman	23	12	20
67			1893	4.7	W pt. N¼ SE	23	12	20
68		Robert L. Pruett, Margaret Pruett	1861	14.0	NW Cor. SE	14	12	20
				26.0	SW Cor. NE	14	12	20
69			1875	40.0	W¼NE	14	12	20
70			1880	38.0	NE	14	12	20
				8.0	NE Cor. NW	14	12	20
				37.0	S¼SE N. of Co. Rd	11	12	20
				29.0	SESW E. of Co. Rd	11	12	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
71	Allerman Canal (cont'd)	Robert L. Pruett, Margaret Pruett (cont'd)	1875	24.0	N. pt. SE	14	12	20
				8.02	S. pt. N½SE	14	12	20
72		W. Brooks Park	1905	37.0	NESW	11	12	20
				9.0	NWSW	11	12	20
				21.0	SWNW	11	12	20
73		Wayne C. Matley, Alouise A. Matley	1905	15.0	SENW	11	12	20
				8.0	NWSE	11	12	20
74		Elizabeth Godecke, Roy Godecke, James R. Peddicord, Evelyn D. Peddicord	1905	47.6	N½NW	2	12	20
				37.8	N½NE	3	12	20
			2.5	N½NE	3	12	20	
			39.2	S½NE	3	12	20	
			17.4	S½NW	2	12	20	
			32.6	NESE	3	12	20	
			50.0	N½SW½	2	12	20	
			16.6	SESE	3	12	20	
			29.3	S½SW	2	12	20	
			28.0	N½NW	11	12	20	
74a			1903	30.0	SWNW	2	12	20
75			1906	20.0	S½SW	2	12	20
				20.0	N½NW	11	12	20

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.		
76	Allerman Canal (cont'd)	H. F. Dangberg Land and Livestock Co.	1887	40.0	SESW	34	13	20		
					7.0	NESW E pt.	34	13	20	
77					1903	13.0	W½SE W of Old Vir. D.	34	13	20
78					1887	33.0	NESW corrected	34	13	20
79					1895	24.5	SWSE	34	13	20
					2,600 + 12,000 ?	33.0	SESE 21 E of Canal	34	13	20
						34.0	NWSE	34	13	20
						23.5	NESE 1 E of Canal	34	13	20
						21.0	SWSW	35	13	20
80					1883	114.3	NW corrected	34	13	20
				40.0	NWSE	28	13	20		
				26.0	SWNE SW Cor.	28	13	20		
				14.0	SESW	27	13	20		
				24.0	SESE E pt.	28	13	20		

48961



TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.		
81	Allerman Canal (cont'd)	H. F. Dangberg Land and Livestock Co. (cont'd)	1860	75.72	NE	33	13	20		
82			1863	76.58	NE	33	13	20		
83			1877	7.7	NE	33	13	20		
					138.0	NW	33	13	20	
					16.0	SESE W pt.	28	13	20	
					24.0	NESE SW pt.	28	13	20	
					320.0	W $\frac{1}{2}$	28	13	20	
					120.0	SW	21	13	20	
					14.4	SW	21	13	20	
					40.0	SWSE	28	13	20	
84					1895	24.0	NESW NE cor.	21	13	20
						40.0	NWNE	34	13	20
85					1883	20.0	N $\frac{1}{2}$ NWNW	34	13	20
86					1895	19.5	SENE W of Canal	34	13	20
						40.0	SWNE	34	13	20
						18.0	NENE W of Canal	34	13	20
						5.85	NENW E of New Vir	34	13	20
48960 87					1881	9.84	E $\frac{1}{2}$ NW	34	13	20
						20.0	NWSW	27	13	20
						16.0	NESE	28	13	20
7896 88			1882	4.81	E $\frac{1}{2}$ NW	34	13	20		
7896 89			1895	5.1	SENE	34	13	20		
				18.0	SESE W of Canal	27	13	20		
				9.0	NESE W of Canal	27	13	20		
				40.0	SWSE	27	13	20		
				39.2	NWSE	27	13	20		
				12.5	SESW	27	13	20		
78961 90			1877	38.7	SWSW	27	13	20		
78960 91			1877	20.0	NWSW	27	13	20		
			1895	12.0	NENE	27	13	20		
				17.2	NWNE	27	13	20		
				4.5	NWNE	27	13	20		
				37.0	NENW	27	13	20		

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions % of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
48960	Allerman Canal (cont'd)	H. F. Dangberg Land and Livestock Co. (cont'd)	1895 (cont'd)	39.5	NWNW	27	13	20
				37.5	NENE	28	13	20
				12.0	NWNW	26	13	20
				78.5	W½SW	23	13	20
				34.5	NESE E of Canal	22	13	20
				39.5	SESE	22	13	20
				8.0	SWSE	22	13	20
				1.5	NESE W of Canal	22	13	20
				40.0	NWSE	22	13	20
				31.2	SWSE	22	13	20
	155.9		SW	22	13	20		
	158.0		SE	21	13	20		
	30.9		SENE	27	13	20		
	24.0		NESW NE Cor.	21	13	20		
	151.9		NE	20	13	20		
	38.0		NENW	20	13	20		
	20.0		W½NW, Spt. N of slg.	33	13	20		
	23.0		E½NE, E pt, N of slg.	32	13	20		
	60.0		W½SE, E of Ban. - McFan. D.	29	13	20		
	160.0		NE	29	13	20		
150.0	SE	20	13	20				
10.0	SE	20	13	20				
80.0	E½SE	29	13	20				
150.0	SW	20	13	20				
6.0	W½NW, W edge	20	13	20				
160.0	SE	19	13	20				
120.0	SW	19	13	20				
8.5	SW	20	13	20				
320.0	N½	19	13	20				
94	(formerly under Emigrant Ditch)	H. F. Dangberg Land and Livestock Co. (cont'd)	1862	80.0	E½SE	29	13	20
95				150.0	SW	20	13	20
			1865	6.0	W½NW, W edge	20	13	20
				160.0	SE	19	13	20
				120.0	SW	19	13	20
				8.5	SW	20	13	20
				320.0	N½	19	13	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions % of % of Section unless otherwise specified	Sec.	Twp. N.	R. E.
96	Allerman Canal (cont'd)	H. F. Dangberg Land and Livestock Co. (cont'd)	1866	38.0	N $\frac{1}{2}$ NE, E of Ban. - Mar. Sl	32	13	20
97			1894	313.0 40.0 24.5	S $\frac{1}{2}$ SWNE NWNE, S of Genoa rd.	18 18 18	13 13 13	20 20 20
98		<i>Area. W of canal,</i>	1895	16.0 137.2	SENE, S&W edge NW, S of Genoa rd	18 18	13 13	20 20
99			1877	21.0	SWNE	27	13	20
100			1877	3.0	SENE	32	13	20
			1895	78.0	S $\frac{1}{2}$ SW	17	13	20
				78.0	N $\frac{1}{2}$ SW	17	13	20
				200.0	W $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$ &W $\frac{1}{2}$ E $\frac{1}{2}$	17 20	14 14	20 20
101		Hannah Winkelman, George Winkelman	1895	78.0	S $\frac{1}{2}$ NW	17	13	20
102		Fred A. Thaheld, Mildred M. Thaheld, Tahoe Asphalt & Paving Company	1895	33.2 19.4 4.0 38.6 14.5	N $\frac{1}{2}$ NW SESE SWSW SWSE NENE	17 7 8 7 18	13 13 13 13 13	20 20 20 20 20
103			1895	43.6	N $\frac{1}{2}$ NW	8	13	20
103a			1894	72.8 11.5	S $\frac{1}{2}$ SW NWNE, N of Genoa rd	8 18	13 13	20 20
104		C. W. Godecke, Esther L. Godecke	1895	78.4 78.3	N $\frac{1}{2}$ SW S $\frac{1}{2}$ NW	8 8	13 13	20 20
105		Andre Aldax, Carol Aldax	1895	77.6	W $\frac{1}{2}$ NE	7	13	20
106		Nicholas Uhart	1895	78.3	N $\frac{1}{2}$ NW	8	13	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
107	Allerman Canal (cont'd)	Irene N. Marshall, Emory Laughlin Marshall, Bentley Nevada Corp.	1895	31.2	N½SE	7	13	20
108			1895	10.0	NENE	7	13	20
			1895	47.6	N½SE	7	13	20
			1895	70.0	E½NE	7	13	20
109		Irene H. Marshall, Emory Laughlin Marshall, Martin Brothers Land Co.	1895	75.0	E½SE	6	13	20
110			1895	5.0	SESE	6	13	20
111		Andre M. Aldax, Carol Aldax	1895	5.0	SWSE	6	13	20
112			1895	72.6	W½SE	6	13	20
113		Nicholas Uhart	1895	40.0	SWSW	5	13	20
114			1895	38.9	SESW	5	13	20
115		John Indiano	1895	30.0	NWSW	5	13	20
116			1895	48.8	N½SW	5	13	20
117		Charles D. Edwards, Florence Mildred Edwards	1895	20.0	SWNW	5	13	20
118			1895	58.5	S½NW	5	13	20
119		Robert W. Hopkins, Lenore T. Hopkins, Martin Carstensen, Anna Carstensen	1895	10.0	NWNW	5	13	20
120			1895	68.5	N½NW	5	13	20
121		Robert W. Hopkins, Lenore T. Hopkins	1895	48.0	S½NE	6	13	20
122			1895	30.8	S½NE	6	13	20
123		Robert W. Hopkins, Lenore T. Hopkins, William Johnson, E. M. Johnson, Martin W. Johnson	1895	52.0	N½NE	6	13	20
124			1895	26.0	N½NE	6	13	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
125	Allerman Canal (cont'd)	William Johnson, E. M. Johnson, Martin W. Johnson	1895	45.0	S $\frac{1}{2}$ SE	31	14	20
126			1895	20.0	NWSE	31	14	20
127			1895	33.0	S $\frac{1}{2}$ SE	31	14	20
				18.8	NWSE	31	14	20
				78.5	S $\frac{1}{2}$ SW	32	14	20
				39.0	NWSW	32	14	20
				14.0	NESW	32	14	20
				39.0	SWNW	32	14	20
				13.5	SENW	32	14	20
128				James Rolph III, June Irene Rolph	1895	40.0	NESE	31
				38.8	SWNE	31	14	20
				20.0	W $\frac{1}{2}$ SENE	31	14	20
				20.0	E $\frac{1}{2}$ SENE	31	14	20
129	Buckeye and Wheeler Slough Ditch from right bank in SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 23, T. 12 N. R. 20 E.	W. Brooks Park	1875	6.7	NWSE, S pt.	14	12	20
					2.7	NWSE, SW corner	14	12
130		United States of America in Trust for the Washoe Tribe of Indians	1859	90.0	SW	14	12	20
131			1883	26.3	SW btw. river & ditch	14	12	20
132		Wayne C. Matley, Alouise A. Matley	1879	30.0	NWSW	11	12	20
				14.0	NESE, NE cor.	10	12	20
				23.0	SENE	10	12	20
				18.0	SWNW	11	12	20



TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
49868 49869	Upper New Virginia from right bank near center NESE, Sec. 10, T. 12 N., R. 20 E.	Stoddard and Jewel Jacobsen	1876	48.0	NE btw. New & Old Vir.	10	12	20
63.0				SE btw. New & Old Vir.	3	12	20	
49869		Stoddard, Jewel and Bertha Jacobsen	1881	50.0	W½NE btw. New & Old Vir.	3	12	20
	Lower Old Virginia from right bank 500 feet S. of NW corner in NESE, Sec. 10, T. 12 N., R. 20 E.	Lou Davis, William F. Nelson, Johanna Nelson	1876	11.3	SWNE, S & W of County Road	10	12	20
144 Omitted								
		James H. Hussman, Katheryn Hussman	1876	10.7	SWNE, S of County rd.	10	12	20
			1878	14.3	SENE	10	12	20
49867		Stoddard Jacobsen, Jewell Jacobsen	1863	47.0 63.0	W½NE S½ btw. ditch & Co. ditch	10 3	12 12	20 20
				27.0	S½N½ btw. ditch & Co. ditch	3	12	20
			1900	9.0	NENW E of highway	10	12	20
		Stoddard Jacobsen, Jewel Jacobsen, Bertha Jacobsen	1863	20.0	E½NW	3	12	20
149			1875	25.0	NENW	3	12	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
150	Company - from right bank 247 feet W of NE Corner NW¼SE¼ Sec. 10, T. 12 N., R. 20 E.	Carson Valley Development Corporation, R. E. Whear, T. S. Whear, Charles P. Elleard, Marton, Incorporated, Owen E. Hearold, Estes Corporation, D. Gerald Bing, Jr., Nytco Services, Inc.	1864	25.0	SW btw. ditch & highway	3	12	20	
151			1869	24.0	SW btw. ditch & highway	3	12	20	
152			1884	25.0	SW btw. ditch & highway	3	12	20	
153		Herman Herbig, Anneliese Herbig	1871	30.0	NW, SE Corner	3	12	20	
154			1881	25.0	W½, btw. road & ditch	3	12	20	
155		Lester L. Stodick, Anita T. Stodick	1864	19.0	S½SENE, N of Cott. Slg.	4	12	20	
156			1883	26.4	S½NE, S pt. S. Cott. Slg.	4	12	20	
157		Thorobred Photo Service, Incorporated, A. Cecil Stodieck, Led-Mil of Nevada, Incorporated, C. R. Fairchild, Alfred E. Nunes, V. R. Walker, E. P. Walker, G. P. Shaw, Ralph J. Santucci, C. E. Swift	1878	34.0	NWNW	3	12	20	
158			1866	80.0	W½SW	34	13	20	
159		Led-Mil of Nevada, Incorporated, James Lee Construction Company, Incorporated	1864	41.0	S½N½NE & N½S½NE N&E of Cott. Slg	4	12	20	
160			1876	10.0	NENE, NE Corner	4	12	20	
161			1869	30.0	NWNE	4	12	20	
			Led-Mil of Nevada, Incorporated, Centennial Ventures, Incorporated, Jane H. Foerschler, Daniel Lynn Foerschler, Donnan Stephenson, J. Paul Swift, Jane Swift, Carson Valley Estates, Grace Middleman						



TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
161a	Company (cont'd)	Led-Mil of Nevada, Incorporated, Thorobred Photo Service, Incorporated, Carson Valley Estates	1869	17.0 3.0	NENE, NW Corner NENE, NW Corner	4 4	12 12	20 20
162		Led-Mil of Nevada, Incorporated, Gladys W. Smith, G. E. Logan, a married man	1883	7.6	SWNE, S of Cott. Slg.	4	12	20
163		Rhoda J. Chichester, Alma A. Jacobsen	1872	38.0	SESE	33	13	20
164			1878	40.0	NESE	33	13	20
165			1871	28.0	SWSE	33	13	20
166			1864	12.0	SWSE, W strip	33	13	20
167			1877	40.0	NWSE	33	13	20
168		*(Has alternate Ezell ditch right)	* 1864	4.2	SESW, N strip	33	13	20
169			* 1876	32.0	NESW, E of slough	33	13	20
170		Roy Hellwinkel, Edith Hellwinkel	* 1864	23.84	SESW, SE part	33	13	20
170a		Douglas County Grammar School	* 1864	2.0	SW, SE Corner	33	13	20
171		James E. Hickey	1869	2.0	N. side Mission St. lot	33	13	20
172			1878	0.5	N. side Mission St. lot	33	13	20
173			1869	0.2	N. side Mission St. lot	33	13	20
174			1869	0.2	N. side Mission St. lot	33	13	20
175			1869	0.25	N. side Mission St. lot	33	13	20
54235 176	Upper Field -- from right bank at North	James A. Hussman, Katheryn Hussman	1866	40.0	NW, N. pt. btw. Sl. & Highway	10	12	20
54235 177	line, NW¼SE¼ Sec. 10, T. 12 N., R. 20 E.		1875	44.0	NW, btw. E. Fk., Cott. Sl., Vir. lat. & Highway	10	12	20

**TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - CARSON VALLEY, NEVADA**

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions % of % of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
4235	178	Upper Field (cont'd)	James A. Hussman, Katheryn Hussman (cont'd)	1876	15.0	SW, btw. Sl. & Highway	3	12	20
54235	179			1866	19.0	SW, S & W of Highway	3	12	20
				1866	28.0	E $\frac{1}{2}$ SE, E. of Cott. Sl.	4	12	20
	180	Christensen and Hussman Co. or L. M. Christensen Co. -- from left bank near North line NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 10, T. 12 N. R. 20 E.	Harry F. Wennhold, Richard H. W. Wennhold Heirs	1878	9.0	W $\frac{1}{2}$ NW, strip alg. S. bk. E. Kk.	10	12	20
	181			1863	15.0	SENE, S. part	9	12	20
15602	182			1875	30.0	E $\frac{1}{2}$ NE	9	12	20
	183			1878	51.0	NENE & S $\frac{1}{2}$ NE, S of river	9	12	20
	184			1890	11.0	NWNE	9	12	20
	185			1878	14.0	NWNE	9	12	20
	186	Gordon A. Fricke, Mary Jo Anne Fricke		1864	18.0	NENW	9	12	20
	187			1889	14.0	E $\frac{1}{2}$ NW, S of Chrn. Sl.	9	12	20
	188	Heitman Co. with Branches Nos. 1 and 2 from left bank in NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 9, T. 12 N., R. 20 E.	Harry F. Wennhold, Richard H. W. Wennhold Heirs	1875	10.0	NWNE, N of Heitman ditch	9	12	20
	189		James A. Hussman, Katheryn Hussman	1875	54.0	SE & E $\frac{1}{2}$ SW, S of E. Fork	4	12	20
	190			1894	10.0	SESW	4	12	20
	191		Gordon A. Fricke, Mary Jo Anne Fricke	1864	15.0	NENW, N. part	9	12	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.		
192	Heitman Co. (cont'd)	Douglas Sorenson	1862	28.0	W½SW	4	12	20		
193			1862	63.0	E½SE	5	12	20		
194			1871	22.0	SWSW	4	12	20		
195			1877	5.0	SESE, SW Corner	5	12	20		
			1867	2.5	NWSW, S. of East Fork	4	12	20		
196					1862	8.5	W½SW	4	12	20
				11.5	E½SE	5	12	20		
197	Jeanette M. Cowden, Walter G. Lund, Carol E. Lund, Angelo Pecorella, Florine Pecorella		** 1866	20.0	NE, S. part	5	12	20		
			**	36.0	NE, S. of East Fk	5	12	20		
			**	10.0	NE, S. part	5	12	20		
						**Has alternate right in Stodieck Ditch				
198	Henningsen System or C. M. Henningsen from left bank in SW¼ SE¼ Sec. 4, T. 12 N., R. 20 E.	John C. Henningsen, Virginia G. Henningsen	1865	30.0	W½SE, N. part	5	12	20		
					22.0	SW, N. part	5	12	20	
199					1870	59.0	SW	5	12	20
200					1875	27.0	W½SE, S. part	5	12	20
201					1864	40.0	SW, S. part	5	12	20
202	Frevert -- from South bank of Henningsen Slough in SW¼SW¼ Sec. 5, T. 12 N., R. 20 E.		1865	33.5	SW	5	12	20		
					21.0	W½SE	5	12	20	
203	Hert -- from South bank Henningsen Slough in NW¼SE¼ Sec. 6, T. 12 N., R. 20 E.	Chris H. Gansberg, Fred H. Gansberg, Ellen N. Gansberg, Chris H. Gansberg Jr.	By C. M. Henningsen Ditch	1865	145.0	SE	6	12	20	
204					1864	64.0	N½NE	7	12	20
205					1865	10.0	N½NE	7	12	20
				5.2	SWSE	6	12	20		
				6.2	NWNE	7	12	20		
					By Frevert Branch					

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
206	Trainer -- from South bank Henningsen Slough in E½SW¼ Sec. 6, T. 12 N., R. 20 E.	Frank Edward Reed, Paula M. Reed	1865	6.0	NESE, Henningsen Ditch	6	12	20
			1865	1.0	NESW, NE Corner	6	12	20
				5.0	SW, NE Corner By Hert Branch	6	12	20
207	Old Brodt formerly from Hogrefe Slough	Herman F. Wilcks, Irma Wilcks	1865	2.0	NESW, NE Corner By Hert Branch	6	12	20
207a		F. Heise Land and Livestock Co.	1865	25.0	N½SW, by Hert branch	6	12	20
208			1866	48.0	N½SW, by Trainer branch	6	12	20
209	St. Louis -- from North bank Henningsen Slough in SW¼NW¼ Sec. 6, T. 12 N., R. 20 E.	Roy E. Heise		69.0	N½SE by Trainer branch	1	12	19
			1864	80.0	S½SW	6	12	20
210	Island Slough and Bky. Slough -- from South bank Henningsen Slough in SE¼ NE¼ Sec. 1, T. 12 N., R. 19 E.	Berning Acres, A Limited Partnership, Edward F. W. Berning, Erna Berning		160.0	NW	7	12	20
				10.0	N½SE	1	12	19
				78.0	S½SE	1	12	19
				80.0	N½NE	12	12	19
				40.0	SENE (By Frevert branch & Brodt)	12	12	19
211			1864	141.0	N½NE, E. of Henn. Slough S½NE, E. of Isl. Sl. by St. Louis branch	1	12	19
			1862	40.0	N½ btw. Hen. Sl. & Is. Sl. D. By Rocky Slough Ditch)	1	12	19

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
212	Island Slough (cont'd)	Berning Acres, a Limited Partnership, Edward F. W. Berning, Erna Berning (cont'd)	1861	A 19.0 B 41.0 C 73.0 (By Island Slough Ditch)	N½ btw. W. Car. & Isl. Sl. NW just N&E of W. Car. NW, S&W of W. Carson NE, SW Corner	1 1 1 5	12 12 12 12	19 19 19 20
213 214 215	Stodieck -- from left bank in SE¼ NE¼ Sec. 5, T. 12 N., R. 20 E.	Jeanette M. Cowden, Walter G. Lund, Carol E. Lund, Angelo Pecorilla, Florine Pecorilla	* 1866	10.0		5	12	20
216		W. H. Elvin Stodick, William R. R. Stodick	1866	44.0	NW, S. pt. S. of Lightle D.	5	12	20
217	Lightle -- from left bank in SE¼ NE¼ Sec. 5, T. 12 N., R. 20 E.		1860	81.0	NW btw. Lightle & E. Fk.	5	12	20
218			1858	10.0	NW btw. Lightle & E. Fk.	5	12	20
219 220		Elmer W. Stodick, Elizabeth Dole Stodick	1860 1877	155.0 75.7 76.6	NE N½NW S½NW	6 6 6	12 12 12	20 20 20
221		W. H. Elvin Stodick, William R. R. Stodick	1860	22.0	SE, pt. S & W of E. Fk. (See also Home Stream)	31	13	20
		*Alternate right in Heitman Co. ditch.						
222	Madison -- from right bank in SW¼ NE¼ Sec. 5, T. 12 N., R. 20 E.	Duane Mack	1858 1858 1858	102.0 70.0 61.0	Sw, S. of Cott. Slough N½SE, NE of E. Fk NE, S. of Cott. Slough	32 31 31	13 13 13	20 20 20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions % of 1/4 of Section unless otherwise specified	Sec.	Twp. N.	R. E.
223	Topping No. 2 -- from right bank in SW $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 5, T. 12 N., R. 20 E.	W. H. Elvin Stodick, William R. R. Stodick	1858	10.0	N $\frac{1}{2}$ NW, N. of E. Fk	5	12	20
224			1863	42.0	S $\frac{1}{2}$ SE, N&E of E. Fk	31	13	20
225			1858	5.0	NWNW, N of E. Fk	5	12	20
226	Home Stream System-- from left bank of East Fork in SW $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 31, T. 13 H., R. 20 E.		1860	13.0	SE btw. St. Louis & H. Stream	31	13	20
			(By St. Louis Straight Ditch)	12.0	SE btw. E. Fk. & H. Stream	31	13	20
			(By Island Ditch)					
227	St. Louis Straight-- from left bank in East Fork in SE $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 31, T. 13 N., R. 20 E.	H. F. Dangberg Land and Livestock Co.	1858	248.0	W $\frac{1}{2}$ , S&W of E. Fk	31	13	20
				58.0	NW, N&E of E. Fk	31	13	20
				10.0	SW, SW Cor. S&W of E. Fk	30	13	20
228	Island--from right bank of Home Stream 250 feet below its head			310.0	E $\frac{1}{2}$	36	13	19
				157.0	NW	36	13	19
				32.0	NESW, N&E of Henn. Sl.	36	13	19
				45.0	E $\frac{1}{2}$ SW, W of Henn. Slough	36	13	19
				32.0	NENE, N&E of Henn. Sl.	35	13	19
				570.0	Sec. S&W of E. Fk	25	13	19
				231.0	E $\frac{1}{2}$ , E of Henn. Sl. & W. Fk.	26	13	19
				120.0	W $\frac{1}{2}$ , W&S of E. Fk	24	13	19
				38.0	SESE	23	13	19
		32.0	NESE	23	13	19		

43813  
46519  
51309

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
	Island (cont'd)	H. F. Dangberg Land and Livestock Co. (cont'd)		31.0	SENE	23	13	19
				27.0	NENE, S&W of E. Fk	23	13	19
229			1857	32.0	NWNE	23	13	19
230			1859	26.0	SWSE	23	13	19
				1.0	SESW, S of rd., E of W. Fk.	23	13	19
231		Anna Herbig, Herman H. Herbig, Anneliese Herbig	1858	76.0	SE, S&W of E. Fk.	14	13	19
				30.0	SW, E. strip	14	13	19
				2.2	SESE, NW corner	23	13	19
				6.7	NESE, W strip	23	13	19
				13.3	SWSE, N strip	23	13	19
				40.0	NWSE	23	13	19
				6.7	SENE, W strip	23	13	19
				40.0	SWNE	23	13	19
				6.6	NWNE, W strip	23	13	19
				6.0	SESW, NE corner	23	13	19
				17.4	NESW, E strip	23	13	19
				23.0	SENW, E strip	23	13	19
				28.5	NENW, E strip	23	13	19
		(By Lange ditch from right bank of Home Stream in SE¼SE¼, Sec. 23, T. 13 N., R. 19 E., 400 feet south of highway.)						
232		Alvina H. Kidman, u/c Carl W. Kidman	1859	59.0	SW, SE pt. W of Dangberg	14	13	19
233		Conveyed by lower Home Stream; Lange check as above.	1858	5.5	NENW, NW cor.	23	13	19

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.		
46937	Schacht Middle or Frey -- from right bank in SW corner NE¼NE¼ Sec. 25, T. 13 N., R. 20 E.	Frank Settelmeyer & Sons, Incorporated	1860	31.7	SENW	13	13	19		
				36.7	NENW	13	13	19		
					40.0	SESW	12	13	19	
					15.1	SWSW, E pt.	12	13	19	
235					1864	80.0	N½SW	12	13	19
						80.0	S½NW	12	13	19
236			1879	40.0	NENW	12	13	19		
				80.0	E½SW	1	13	19		
	Williams Slough or Rosser (W) or Boyd or Marquart--from right bank in SW corner NE¼SW¼ Sec. 24 T. 13 N., R. 19 E.		1859	142.0	NE, N&E of E.Fk.	14	13	19		
46938				1860	8.3	SENW, NW corner	13	13	19	
						3.3	NENW	13	13	19
						80.0	W½NW	13	13	19
46939					1861	24.9	SWSW W pt.	12	13	19
						40.0	NWNW	12	13	19
					1862	97.0	SE	11	13	19
46940					1863	160.0	SE	2	13	19
						21.0	N½NW, N&E. Fork	14	13	19
						65.0	E½SW, E of riv. exc. 10	11	13	19
						80.0	W½SW acs.	1	13	19
						49.0	NW & SWNE, S&W of E. Fork	14	13	19
242			1894	22.4	SENW, SW pt.	14	13	19		
243		Leo B. Galeppi, Frances M. Galeppi	1861	160.0	NE	11	13	19		
				63.0	SE, N pt.	11	13	19		
244		Irene R. Braun, R. Bruce Braun	1862	10.0	NESW, NE cor.	11	13	19		
				30.0	SENW	11	13	19		
				20.0	NENW	11	13	19		
				13.0	SWNW, N&E of Main car	11	13	19		
					By Tiedge ditch from west bank Williams in SWSE 1-13-19, near center north side.					



TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
53441	245 Williams Slough (cont'd)	Harvey A. Gross, Harvey's James Canyon Ranch	1888	31.33	SESW	2	13	19	
				12.0	NESW	2	13	19	
53442	246		By laterals from Williams Slough ditch in NESW-24-13-19.						
			1860	12.0	SENW, S Pt. W of Slg.	1	13	19	
				8.0	NENW, W of & alg. Slg.	1	13	19	
53443	247		1908	37.0	NENW	1	13	20	
				38.0	SENW	1	13	20	
				39.0	SWNW	1	13	20	
				38.05	NWNW	1	13	20	
				0.49	NWSW	1	13	20	
				0.21	NESW	1	13	20	
				23.34	NENE	2	13	20	
				5.76	SENE	2	13	20	
			By Emmitt ditch from west bank of Williams Slough ditch near center SWSW-1-13-19						
	248	United States of America	1882	15.0	S½SE	36	14	19	
				75.0	W½; W½NE; NENE; NWSE	26	14	19	
			By levees in NENE-26-14-19						
51856	249	Armand D. Bosc, Andre F. Bosc, Betty B. Bosc, Marie Bosc, Jacqueline C. Nohrden	1882	53.0	W½	30	14	20	
45444 w/d	250			1894	57.0	W½	30	14	20
			By flooding and by storage from Williams Slough channel.						
	251	Oxaby-Schober-from north bank in SESE, Sec. 10, T. 12. N., R. 20 E. (Formerly Upper Elges ditch from East Fork)	Lou Davis	1885	25.0	NWSE	10	12	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
252	Edna-Wilslef or Dressler from left bank in NWSE, Sec. 10, T. 12 N., R. 20 E.	Marie Alma Costa, Michael K. Swift, Dora A. Swift, Joyce E. Mosca, Walter J. Schulz, Delores M. Schulz	1883	29.0	SW, alg. S side Hog. Si.	10	12	20
253		Gordon A. Fricke, Mary Jo Anne Fricke	1900	10.1 2.4	NWSE NESW, SE cor.	9 9	12 12	20 20
254		William Lynn Magill, Eva Dee Magill	1900	26.2 2.8	SESW SWSW, SE cor.	9 9	12 12	20 20
255		Raymond W. Chester, Elaine L. Chester, Howard E. Ingersoll, Cleo F. Ingersoll	1900	6.5	NENW, NW cor	16	12	20
256		Edward M. Fowler, Dorothy J. Fowler, Stephan C. Talbot, Vicki A. Talbot, William J. Bauer, Roberta J. Bauer	1900	32.1 40.0	NWNW NENE	16 17	12 12	20 20
257		William Bartels, Gladys Bartels, Marvin Bartels, Dorothy Bartels	1900	4.3 40.0 33.3	SWNW, NW cor. NWNE SENE.	16 17 17	12 12 12	20 20 20
258		Chris H. Gansberg, Fred H. Gansberg, Ellen H. Gansberg, Chris H. Gansberg, Jr.	1900	37.6	SWNE	17	12	20
259		Robert A. Kimmerling, Margery A. Kimmerling, Tierra Linda Estates, Andrew Vee, Louis Van Vliet, Alice Van Vliet, Donald M. Kitchin	1900	0.4 2.4 37.6 40.0 14.9	SENW, SE cor SWNE, S edge NESW NWSE NESE	17 17 17 17 17	12 12 12 12 12	20 20 20 20 20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
260	Edna-Wilslef (cont'd)	Robert A. Kimmerling, Margery A. Kimmerling, Tierra Linda Estates, Andrew Vee, Louis Van Vliet, Alice Van Vliet, Donald M. Kitchin, Fredrick M. Dressler, Lola Mary Dressler, Louis M. Bergevin, Loretta A. Bergevin, W. B. Dinkuhn, Lloyd E. Bankus, Jesse M. Wright, Cheley E. Wass, C. J. Taylor, A. P. Wilson, F. C. Tracy, E. Anderson, H. Anderson, James Luke, A. C. Nielsen, John Montagno, Emery Farkas, G. E. Brandon, Shirley Solari, E. Offord, R. L. Bankus, B. R. Deel, O. D. Mashore, Helga Steffee, Charles W. Briggs, F. E. Beaudreau, Ruby R. Ellis, B. L. Brown, Donald Rea.	1900	40.0	SESW	17	12	20	
				40.0	SWSE	17	12	20	
261				1878	4.8	SESE, W. Edge	17	12	20
					14.0	SWNE, SE Part	18	12	20
262		Ernest F. Dressler <i>BUDD Dressler Concrete Supply Corp</i>	1900	40.0 32.4	NENW NWNE, W. of Edna ditch	20 20	12 12	20 20	
263		Robert A. Kimmerling, Margery A. Kimmerling, Marguerite Tush, aka Marguerite T. Anderson	1900	40.0 26.8 21.9 22.5  26.0 11.1	SENW SWNE NESW, NE part NWSE, W of Edna ditch  E½SW, & NESW SWSE, W of Edna ditch	20 20 20 20  20 20	12 12 12 12  12 12	20 20 20 20  20 20	
264 Omitted					Alternate rights in Tillman and Falk ditch				
265		Willis M. Lumry, Anna Beth Lumry	1878	7.0 3.0	SWNE, NW part SWNE, NW part	18 18	12 12	20 20	

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
266	Edna-Wilslef (cont'd)	Robert A. Kimmerling, Margery A. Kimmerling	1900	39.0 39.0	SWSW NWNW	17 20	12 12	20 20
267	Christeansen South-east from right bank at E. line of NESW, Sec. 10, T. 12 N., R. 20 E.	James D. Owen, Anna May Owen, Mrs. Lou Davis	1883	25.0	N½SW, N of Hog. Sl.	10	12	20
268		Harry F. Wennhold, Richard H. W. Wennhold	1863	20.0	SWNW, SW part S&W of riv.	10	12	20
269		Heirs	1878	13.5	S½ of NENE	9	12	20
270	Niels Wilslef or Behrman - from left bank in center NWSW, Sec. 10, T. 12 N., R. 20 E.	Fritz Hellwinkel	1898	8.0	NESE, betw Edna Heit'n.	9	12	20
			1912	1.6	N½ of NESE, S of Hog. Sl.	9	12	20
				8.4	N½ of NESE, N of Hog. Sl.	9	12	20
272	Louis Heitman Co. or Wm. Tholke - from left bank in center, NWSW, Sec. 10, T. 12 N., R. 20 E.		1896	9.0	NESE	9	12	20

**TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK, HOGREFE SLOUGH DITCHES, CARSON VALLEY, NEVADA**

51

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
273	Louis Heitman Co. or Wm. Tholke -- from left bank in center, NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 10, T. 12 N., R. 20 E.	Elmer Hellwinkel, Betty Hellwinkel	1889	13.0	W $\frac{1}{2}$ SWSE	8	12	20
274		Edna A. Hellwinkel, John H. Hellwinkel, aka John H. Hellwinkel, aka Johnnie H. Hellwinkel, Robert F. Cervenak, et al, Robert W. Mullins, Wallace A. Rosser, Vance A. Middaugh, Edward P. Sullivan, George Fitz, Robert Whear, Twyiala Whear, Edward Issac, Alice L. Issac	1889	8.0	SESW, SE cor.	8	12	20
275			1894	27.0	E $\frac{1}{2}$ NW	17	12	20
276			1894	24.0	S $\frac{1}{2}$ NW	17	12	20
			1900	3.1	NESW, N strip	17	12	20
			1900	10.0	W $\frac{1}{2}$ NW	17	12	20
277	Schroder-Highland or Olsen or F. Cordes - from left bank in NESE, Sec. 9, T. 12 N., R. 20 E.	Gordon A. Fricke, Mary Jo Anne Fricke	1895	5.0	SESW	17	12	20
278			1902	20.0	NWSW	17	12	20
279			1901	3.2	SESW	9	12	20
			1901	6.8	SESW	9	12	20
			1901	2.7	NWSW	9	12	20
280	John Hintze, Wanda Hintze, William Lynn Magill, Eva Dee Magill, James D. Prosser, Joyce Ann Prosser, Theresa Bogi, James Freidlander, Glenrose Freidlander, Phillip D. McKimmon, Charlotte A. McKimmon	1901	40.0	SESE	8	12	20	
281	James A. Lawrence	1902	20.0	W $\frac{1}{2}$ SWSW	9	12	20	
280	Elmer Hellwinkel, Betty Hellwinkel	1902	5.5	NWSW	9	12	20	
281		1902	4.5	NESE	8	12	20	
281		1912	19.0	SWSE	8	12	20	

**TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK, HOGREFE SLOUGH DITCHES, CARSON VALLEY, NEVADA**

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
282	Fricke South Side No. 1 -- from left bank in NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 9, T. 12 N. R. 20 E., 90 feet below Scr.-High	Gordon A. Fricke, Mary Jo Anne Fricke	1902	8.0	NWSE & NESW, betw dits	9	12	20
				2.5	NWSE & NESW, betw High & L. Heit. ditches	9	12	20
283	Fricke North Side - from right bank in	Gordon A. Fricke, Mary Jo Anne Fricke	1889	11.0	SE $\frac{1}{4}$ NW, alg. N. side Hog. Sl.	9	12	20
284	NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 9, T. 12 N., R. 20 E.		1895	3.9	SE $\frac{1}{4}$ NW, alg. N. side Hog. Sl.	9	12	20
285			1900	2.0	SE $\frac{1}{4}$ NW, SW cor.	9	12	20
286			1901	13.0	SE $\frac{1}{4}$ NW, cen. pt.	9	12	20
287	Louis Nelson or Dick Tholke from left bank in NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 9, T. 12 N., R. 20 E.	James A. Lawrence	1892	6.0	NWSW S of Hogr. Sl	9	12	20
				17.0	NESE S of Hogr. Sl	8	12	20
				11.0	NWSW S of Hogr. Sl	9	12	20
				3.0	NESE N of Slg.	8	12	20
				10.0	NESE S of Slg.	8	12	20
288	Fricke South Side No. 2 from left	Gordon A. Fricke, Mary Jo Anne Fricke	1888	7.0	NESW, btw. Thom. D & Slg.	9	12	20
289	bank in NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 9, T. 12 N., R. 20 E.		1900	9.0	NWSE & NESW btw. Nelson & Thom. Ditches	9	12	20
290	Old Henningsen Co. or Lange, or Lange & Syll -- from	John Henry White, Wanda G. White	1864	25.0	SENE	8	12	20
291	right bank in NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 9, T. 12 N., R. 20 E.		1876	55.0	W $\frac{1}{2}$ NW	9	12	20
				20.0	NENE	8	12	20
				24.0	E $\frac{1}{2}$ NE	8	12	20
292			1885	1.0	SENE, S of Heise D.	8	12	20
				9.0	SWNW, S of Heise D.	9	12	20
293			1892	8.0	SENE, S part	8	12	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK, HOGREFE SLOUGH DITCHES, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
294	Old Henningsen Co. (cont'd)	Ermon W. Smith, Mary Lee Smith	1876	12.0	NWNW, NE cor.	9	12	20
295	L. Thompson or Herman Tiedge from left bank in NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 9, T. 12 N., R. 20 E.	James Lawrence	1894	3.0	NESE	8	12	20
296		Noel Edgar Hulbert, Peggie Marie Hulbert	1888	15.0	NWSE, S of Hogr. Sl.	8	12	20
297			1897	5.0	NWSE, N & W of Slg.	8	12	20
298			1900	8.0	NWSE, S of Hogr. Sl.	9	12	20
299	Heise Co. or Jensen Heise & Co. -- from right bank in SE Cor. SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 9, T. 12 N., R. 20 E.	F. Heise Land and Livestock Co.	1862	61.0	W $\frac{1}{2}$ SW N of Hogr. Sl.	8	12	20
				15.0	E $\frac{1}{2}$ SESE, N. of Hog. Sl.	7	12	20
				10.0	SENESE	7	12	20
				37.0	N $\frac{1}{2}$ N $\frac{1}{2}$ SE	7	12	20
				78.0	S $\frac{1}{2}$ NE	7	12	20
300			1864	40.0	SWNW	8	12	20
				60.0	E $\frac{1}{2}$ SW, N of Hogr. Sl.	8	12	20
301			1871	40.0	SENE	8	12	20
302			1880	40.0	SWNE	8	12	20
303		Elmer Hellwinkel, Betty Hellwinkel	1879	8.0	SWSW, S of Hog. Sl.	8	12	20
303a			1895	9.0	SESW, betw Sl. & H. Heit. D.	8	12	20
304		Alvina H. Kidman, u/c Carl W. Kidman	1864	20.0	E $\frac{1}{2}$ NENW	8	12	20
304a			1870	20.0	W $\frac{1}{2}$ NENW	8	12	20
				40.0	NWNW	8	12	20
304b			1881	40.0	NWNE	8	12	20

**TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK, HOGREFE SLOUGH DITCHES, CARSON VALLEY, NEVADA**

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
305		Chris Cordes	1863	15.0	SESE, N of Wink E. Ditch	7	12	20
306			1864	45.0	SE, SW N of Wink E. Ditch	7	12	20
				20.0	NESW, N. pt.	7	12	20
307	Herman Tiedge N. side from right bank in NW cor. NWSE, Sec. 8, T. 12 N., R. 20 E.	F. Heise Land and Livestock Co., Inc.	1900	10.0	NWSE, alg N side Sl.	8	12	20
308	Herman Heitman or Pedrojetta from left bank in NW cor. NESE, Sec. 8, T. 12 N., R. 20 E.	Edna A. Hellwinkel, John H. Hellwinkel aka John H. Hellwinkel Jr., Robert F. Cervenak, et al., Robert W. Mullins, Wallace A. Rosser, Vance A. Middough, Edward P. Sullivan, George Fitz, Robert Whear, Twyiala Whear, Edward Issac, Alice L. Issac	1865	20.0	N $\frac{1}{2}$ NW, N pt. W of Ditch	17	12	20
309			1877	47.0	W $\frac{1}{2}$ NW	17	12	20
310		Arend Van Vliet	1865	20.0	N $\frac{1}{2}$ NENE	18	12	20
311			1877	40.0	E $\frac{1}{2}$ NE	18	12	20
				18.0	E $\frac{1}{2}$ NE, SW Cor.	18	12	20
312		Chris Cordes	1877	10.0	NWNE, NE Cor.	18	12	20
				26.0	NWNE, SW pt.	18	12	20



**TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK, HOGREFE SLOUGH DITCHES, CARSON VALLEY, NEVADA**

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
313	Heitman or Pedrojetta (cont'd)	Robert A. Kimmerling, Margery A. Kimmerling, Tierra Linda Estates, Andrew Vee, Louis Van Vliet, Alice Van Vliet, Donald M. Kitchin, Fredrick M. Dressler, Lola Mary Dressler, Louis M. Bergevin, Loretta A. Bergevin, W. B. Dinkuhn, Lloyd E. Bankus, Jesse M. Wright, Cheley E. Wass, C. J. Taylor, A. P. Wilson, F. C. Tracy, E. Anderson, H. Anderson, James Luke, A. C. Nielsen, John Montagno, Emery Farkas, G. E. Brandon, Shirley Solari, E. Offord, R. L. Bankus, B. R. Deel, O. D. Mashore, Helga Steffee, Charles W. Briggs, F. E. Beaudreau, Ruby R. Ellis, B. L. Brown, Donald Rea.	1878	87.0 15.0	SE, N&E of Lanes SWNE, SW pt.	18 18	12 12	20 20
314		Ed Lundergreen, Bertha Lundergreen	1879	3.0	SWSE & SESE, cors	7	12	20
315	Heise Co. South side--from left bank in S pt. SWSW Sec. 5, T. 12 N., R. 20 E.	F. Heise Land and Livestock Co., Inc.	1878	5.0	SESE, SE cor.	7	12	20
316	Winkelman East--from right bank in SE cor. SESE, Sec. 7, T. 12 N., R. 20 E.	Chris Cordes	1867	10.0 38.0	SWSE E½SW, N of Hog. Slg.	7 7	12 12	20 20
317		Leroy Henry Storke, Lois Storke	1864	7.0	E½NWSW, N of Hog. Sl.	7	12	20
318	Thran or Hogrefe Slough South -from left bank in SESE, Sec. 7, T. 12 N., R. 20 E.		1867	20.0*	SW, S of Hog. Sl.	7	12	20
319			1897	23.0*	SW, S of Hog. Sl.	7	12	20
320		Jullian Larrouy, Sybil Larrouy	1897	3.0	SWSE&SESE, SW Cor	7	12	20

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 EAST FORK - COTTONWOOD SLOUGH DITCHES, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
321	Wennhold—from left bank in NWNW, Sec. 10, T. 12 N., R. 20 E.	Harry F. Wennhold, Richard H. W. Wennhold Heirs	1878	9.9	NENE, N of Cottw. Slg.	9	12	20
322	Hussman-Cottonwood from left bank in NWNW, Sec. 10, T. 12 N., R. 20 E.	James A. Hussman, Katheryn Hussman	1861	32.0	SESE, S&W of Cottw Slg.	4	12	20
				17.0	SWSE, N&E of Cottw Slg.	4	12	20
				19.0	NESE, W of Cottw Slg.	4	12	20
				34.0	NWSE	4	12	20
				8.0	NESW, N of E. Fk. SE cor.	4	12	20
323 Omitted	Hussman Co. or Hussman, Lampe, Hellwinkel - from left bank NW corner SESE, Sec. 4, T. 12 N., R. 20 E.			3.0	NESE	4	12	20
				6.0	NWSE, NW corner	4	12	20
				7.0	NESW, NE corner	4	12	20
				15.0	NESW, W of Dit & lot.	4	12	20
563 324		Led-Mil of Nevada, Inc., William H. Lampe, Frances Lampe	1864	3.7	NWSW, NE corner	4	12	20
				32.0	NWNW, S Cottw Slg.	4	12	20
				35.3	SWNW	4	12	20
				38.0	SENW	4	12	20
				9.0	NENW, N. Cottw Slg.	4	12	20
325 Omitted								
326		Walter G. Lund, Carol E. Lund, Angelo Pecorilla, Florine Pecorilla	1864	5.0	NE, NW corner	5	12	20
				79.0	NE, N of East Fk	5	12	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - COTTONWOOD SLOUGH DITCHES, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
327	Hussman Co. (cont'd)	Frances F. Savage, John Savage, Roy Womack, Barbara Womack	1864	3.0	SENE, NE corner	5	12	20
328		Troy Lester Rachiel, Sally Jo Rachiel	1864	1.5	NWSW, NE of cor	4	12	20
329		Max L. Jones, Lura I. Jones, Frieda Pitts, aka Frieda Sarmen Pitts, Harry Meyer, William A. Park, Viola S. Park, Frances F. Savage, John Tom Ross, Swift Real Estate	1867	13.5	NWSW & SWNW, S of Highway, N of E Fork	4	12	20
330	Lampe Slough - from right bank in SW¼NE¼ Sec. 4, T. 12 N., R. 20 E.	Led-Mil of Nevada, Incorporated	1871	16.0	NENW, N Cottw. Slough	4	12	20
		Led-Mil of Nevada, Incorporated, Raymond B. Borda, B. B. Borda, Orrin P. Brown, Cecile J. Brown, John A. McDermott, Helen Patton McDermott, James A. Hussman, Rollie A. Weaver, Katherine E. Neddenriep, Earl Yim, Ruby Yim, Wallace N. Kwan, Edna Kwan, Leo Cardinal, Betty M. Cardinal, Earnhart W. Thran, Dorothy A. Thran, Richard H. Nalder, married man, Virgil Condron		6.0	NWNW, N Cottw. Slough	4	12	20
330a		James M. Hickey	1871	4.0	NENW, S of Co.Rd.	4	12	20
330b		F. R. Shane, C. L. Shane	1871	0.95	NENW, Lot NE Cor	4	12	20
330c		Martin Carstensen, Anna K. Carstensen	1871	0.52	NENW, City lot	4	12	20
330d		Herbert Dressler, Clarence W. Belli	1871	2.36	NENW, City lot	4	12	20
330e		Roy Concence	1871	0.17	NENW, City lot	4	12	20
330f		Gardnerville Town	1871	2.50	NWNW, City lot	4	12	20
330g		Green Meadows Mobile Homes, A. F. Dehart	1871	1.0	415' deep City lt	4	12	20

**TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES**

EAST FORK - COTTONWOOD SLOUGH DITCHES, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
330h	Lampe Slough (cont'd)	Jack D. Luhrs, Celeste A. Luhrs, Marvin E. Luhrs, Irene Luhrs	1871	1.0	415' deep City lt	4	12	20
330i		John Hintze, Wanda Hintze	1871	1.0	415' deep City lt	4	12	20
331	Ezell - from right bank in NW corner Sec. 4, T. 12 N. R. 20 E.	Rhoda J. Chichester, Alma A. Jacobsen	1876	* 32.0	NESW, E of Bann. Mar. Slg.	33	13	20
332		Christeane I. Jacobsen	1864	* 4.2	SESW, N strip	33	13	20
333		Roy Hellwinkel, Edith Hellwinkel	1864	* 23.84	SESW, E of Martin Slg.	33	13	20
334		Douglas County School District	1864	* 2.0	SESW, near SE cor	33	13	20
335	Ezell & McFanning-joint diversion with Emigrant, Banning & McFanning, & Martin Slg. ditches in NESW Sec. 14, T. 12 N. R. 20 E.	Gustave Howard	1879	0.18	TOWN OF GARDNERVILLE:- Lot on Cty rd, w. of ditch	33	13	20
335a		C. S. Neddenriep, Joyce Neddenriep	1879	0.32	Corner lot, S. of Eddy	33	13	20
335b		Martin Carstensen, Anna K. Carstensen	1879	0.20	Lot NE of above	33	13	20
335c		Douglas County	1879	0.22	Telephone lot, NE above	33	13	20
335d		Alvina A. Kidmen	1879	0.12	Cor. Eddy & Minnie Sts.	33	13	20
335e		Suverkrup, Inc.	1879	0.23	NE of above	33	13	20
335f		Norman Mortimer, Deloris Mortimer	1879	0.25	Lot E side Minnie St.	33	13	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - COTTONWOOD SLOUGH DITCHES, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
335g	Ezell & McFanning (cont'd)	F. E. Neddenriep	1879	0.20	Lot NW of above	33	13	20
335h		William H. Wilslef, Alvina Wilslef	1879	0.20	Lot NW of prev	33	13	20
335i		Lillian Logan	1879	0.21	Lot NW of above	33	13	20
336		Mitchel P. Oxoby, Henry J. Rosenbrock, W. R. Logan	1878	0.66	2 Lots, Sch. Dist.	33	13	20
337		Lloyd C. Garriott	1879	0.30	Lot W side Minnie St.	33	13	20
337a		Fred H. or Chris H. Gansberg	1879	0.18	Lot NW of above	33	13	20
337b		Henry J. Bruns	1879	0.30	Lot NW of above	33	13	20
338		Marthe Graunke & Florence Heitman	1878	1.0	Lot NW of above	33	13	20
339		Bertha Jacobsen, Laverne A. Park, Robert Zeigler, Esther Zeigler	1879	0.12	Lot NW of above	33	13	20
340		Anna Atcheson	1878	0.50	Lot cor Douglas	33	13	20
341		Frank Fuller	1879	1.85	Lot NE of above	33	13	20
341a		Harold E. Gilbert	1879	0.20	Lot 1, Bl. E Hawkins	32	13	20
342		C. W. Brown Heirs	1877	0.39	Lots NW of above	32	13	20
342a		Mary H. & Lawrence E. Settelmeyer	1877	0.19	Lot 1, Bl. E. Ext'd	32	13	20
343		Mrs. Minnie Park, Geo., Hugo, Wm, & Cl. Heitman	1878	0.50	NW corner School Douglas	33	13	20

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 EAST FORK - COTTONWOOD SLOUGH DITCHES, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
343a	Ezell & McFanning (cont'd)	Lloyd C. Garriot, Lucille Farrell	1878	0.90	Lots W side Doug Ave.	33	13	20
343b		Mary H. & Lawrence E. Settelmeyer	1878	0.30	Lots 1&2 Bl. F	32	13	20
343c		Raymond A. Park	1877	0.15	Lot 3, Bl. F, Ext'd	32	13	20
344		Albert Bohlman	1877	0.15	Lot 2, Bl. F, Ext'd	32	13	20
344a		Clara Barrett	1877	0.15	Lot 1, Bl. F, Ext'd	32	13	20
344b		Flora Wennhold, Fred Scheele	1877	0.25	Lot 1, Bl. A, DougSt	32	13	20
344c		Harry A. Winkelman	1877	0.25	Lot 2, Bl. A	32	13	20
344d		Virgil Park Heirs	1877	0.25	Lot 3, Bl. A	32	13	20
344e		Virgil Park Heirs and Donald P. Kyle	1877	0.25	Lot 4, Bl. A	32	13	20
344f		Theodore & L. J. Bergevin	1877	0.16	Lot 6, Bl. A	32	13	20
344g		Martha Whitaker, S. & E. Kettenburg	1877	0.16	Pts, lots 6, 7, Bl. A	32	13	20
344h		Ewald Winkelman	1877	0.16	Front Lot 7, Bl. A	32	13	20
344i		John F. McMasters	1877	0.25	Lot 8, Bl. A	32	13	20
345		Alphonse Glock	1878	0.80	SE½SE part	32	13	20
346		William F. & Johanna Nelson	1877	0.25	Lot 10, Bl. A	32	13	20
346a		Roman Catholic Church, Bishop of Nevada	1877	0.50	Lots 1, 2, Bl. B	32	13	20
346b		Henry R. Lange	1877	0.25	Lot 3, Bl. B	32	13	20

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 EAST FORK - COTTONWOOD SLOUGH DITCHES, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
346c	Ezell & McFanning (cont'd)	Louis F. Neddenriep, M. J. Cox, Donald L. Cox	1877	0.27	Lot 4, Bl. B	32	13	20	
346d		Louis F. Neddenriep, Anna Wehrman Heirs, M. J. Cox, Donald L. Cox	1877	0.29	Lot 5, Bl. B	32	13	20	
347		Alphonse Glock	1879	0.80	SE, SE part	32	13	20	
348		Herman W. Rieman	1877	0.16	Lot 6, Bl. A	32	13	20	
349		M. Jepsen		1869	1.40	SWSE	32	13	20
350				1873	5.80	SE	32	13	20
351		Harry A. Bachstein	1877	0.30	Lot 6, Bl. B	32	13	20	
351a		Josephine Sario	1877	0.32	Lot 7, Bl. B	32	13	20	
351b		Anna K. & V. Cordes	1877	0.34	Lot 8, Bl. B	32	13	20	
351c		Louis F. Neddenriep	1877	0.22	Lot 9, Bl. B, N½	32	13	20	
351d		Daniel M. Harvey	1877	0.22	Lot 10, Bl. B. pt	32	13	20	
351e		James & R. Tognetti	1877	0.37	Lots 9, 10, Bl. B, S½	32	13	20	
		<u>LOTS AND AREAS ON WEST SIDE OF MAIN STREET BY LATERAL NW</u>							
352		Valentine & T. Aja		1878	0.33	Ritchford Hotel lot	33	13	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES

EAST FORK - COTTONWOOD SLOUGH DITCHES, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
353	Ezell & McFanning (cont'd)	Pete Lekumberry	1879	0.17	Lot N. side Eddy	33	13	20	
353a		Henry J. Rosenbrock	1879	0.18	Lot N. side School Street	33	13	20	
353b		Mitchel P. Ocoy	1879	0.50	Lot W. side Main Street	33	13	20	
353c		F. M. Yparraguirre	1879	0.25	Lot NW of above	33	13	20	
354		Leonard & R. Ludel	1878	0.25	Lot NW of above	33	13	20	
355		Fred Dangberg, Mrs. C. F. W. Dangberg, Mitchel P. Oxoby, Roman Catholic Church, Bishop of Nevada	1879	0.75	Lot NW of above	33	13	20	
355a		Mary Depoali	1879	0.68	SW cor. Main &	32-3	13	20	
355b		Myron P. Dressler	1879	0.25	NW cor. Main & Hi. Sch. Sts.	32	13	20	
355c		Marie Hickey	1879	0.25	Lot NW of Hi. Sch St.	32	13	20	
356		Myrtle Rich	1877	0.80	Lot NW of above	32	13	20	
356a		Henry J. Bruns	1877	0.58	Lot NW of above	32	13	20	
357		Henry Marquart, Alma Yparraguirre, Trinity Lutheran Church	1877	1.15	Lot SW Cor. Mill & Main	32	13	20	
					16.00	N½SE, S part	32	13	20

55255  
55798  
55799  
55800  
55801  
55802  
55798  
55799  
55800  
55801  
55802



**TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - COTTONWOOD SLOUGH DITCHES, CARSON VALLEY NEVADA**

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
358	Ezell & McFanning (cont'd)	Lena Swanson, Robert E. Mauk, Constance Mauk, Stanley Hollister, Warren W. Reed, Arthur J. Spezza, Roman Catholic Church, Bishop of Nevada, East Fork Swimming Pool, Fred C. Rockholm	1877	11.00	N½SE, fronting Main St.	32	13	20	
359			1879	5.00	N½SE, fronting Main St.	32	13	20	
360		Garden Cemetery Association	1879	5.00	NWSE, fronting Main St.	32	13	20	
361		Edgar J. & Mary J. Stratton	1881	5.00	SWNE, fronting Main St.	32	13	20	
<u>LOTS ON EAST SIDE MAIN STREET BY LATERALS E &amp; NW:-</u>									
362		Charles Scossa Heirs, Edward McCollum, M. McCollum	1869	0.25	Lot N. side Mission St.	33	13	20	
363		*August Schacht	1879	0.50	Cor. Eddy & Missior. St.	33	13	20	
364		*	1869	0.32	NW pt. above lot	33	13	20	
365		*Mrs. Minnie Jensen	1869	0.38	NE Cor. of above lot	33	13	20	
365a		*Town of Gardnerville, B. W. Borda, R. N. Dressler, F. J. Lundergreen Heirs	1869	1.34	N of Jail Lane & Eddy	33	13	20	
365b	*	1869	0.42	N side Jail Lane	33	13	20		
365c	*	1869	2.60	County Poor Farm Field	33	13	20		
365d	*Crane Equipment, Inc.	1869	1.45	Lot N end Eddy St	33	13	20		

**TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - COTTONWOOD SLOUGH DITCHES, CARSON VALLEY, NEVADA**

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
366	Ezell & McFanning (cont'd)	*Alma Jacobsen, Rhoda J. Chichester <u>AREAS EAST OF MAIN STREET</u> (cont'd)	1869	16.63	SW, central part	33	13	20
367		Morris Harris, William Harris, Hannah Richards	1878	0.50	NE corner Main & Eddy	33	13	20
367a		Augustine Borda Heirs	1878	0.26	On Main NW of Eddy	33	13	20
367b		Douglas County	1878	0.26	Jail Lot	33	13	20
367c		Raymond Borda, B. B. Borda, N. I. Borda	1878	0.44	Lot NW of above	33	13	20
367d		Borda Land & Sheep Co.	1878	0.74	E. Fork Hotel lot	33	13	20
367e		Bill Nelson	1878	0.30	Lot NW of above	33	13	20
368		The Outdoorsman	1893	0.25	Lot NW of above	33	13	20
368a		Overland Holding Co.	1893	0.50	Lot NW of above	33	13	20
369			1878	0.50	Lot NW of above	33	13	20
370		Vernon R. Shuman	1893	0.10	Lot NW of above	33	13	20
371		Harold Imelli	1893	1.20	Lot back of Main St.	33	13	20
372		Dr. T. V. Ross, Louis Bustanhoby, Shelley Bustanhoby	1878	0.33	E. of Main; N. of Imelli lateral	33	13	20
373		Hartha E. Olds Heirs, Henry F. Byers	1878	0.67	Lot NW of above	33	13	20
*These rights are now being served by a diversion from Banning-Martin Slough in SE¼SW¼ Sec. 32, T13N, R.20E, 650'N & 250'E of SW Corner of said subdivision a lateral of Ezell & McFanning Ditch.						32		

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 EAST FORK - COTTONWOOD SLOUGH DITCHES, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
374		Overland Holding Co.	1893	0.45	Btw. Hi. Sch. & Stuard	33	13	20
375			1874	1.20	Btw. Hi. Sch. & Stuard	33	13	20
375a		Roman Catholic Church, Bishop of Nevada	1874	1.00	N&E of RR Ave. & High	33	13	20
376		Overland Holding Co.	1869	21.35	Field N&E of Hi. Sch.	33	13	20
377		Douglas County	1874	2.00	High School lot	32-3	13	20
378			1869	3.65				
379		Mitchel P. Oxoby, T. Baker, Frank H. Baker, Wiltower Property, Inc., C. Barret, Jean Etchemendy, Douglas County School District	1874	10.30	Field fronting Main	32-3	13	20
380		Henry W. Berrum, Danny Howerton	1877	1.70	Same, NW of above	32	13	20
381		Danny Howerton, Mitchel Oxoby, Ernest Millholland	1877	0.30	Same, NW of above	32	13	20
382		Alex Turria, Henry W. Schulte	1878	2.60 0.50	Same, NW of above	32	13	20
383		James H. Miller, L. Anker	1878	1.40	NESW, fronting Main St.	32	13	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - COTTONWOOD SLOUGH DITCHES, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
		AREAS NW OF GARDNERVILLE BY CONSOLIDATED LATERALS:-						
384	Ezell & McFanning (cont'd)	H. F. Dangberg Land & Livestock Co., R. E. Mauk, Douglas County High School, G. Scarcelli V. E. McGuire	1877	2.00	SWNW, SW cor. S of Slg.	33	13	20
				3.00	SENE, btw. Slg. & Brinkman	32	13	20
385		Henry Seeman, A. Cecil Stodieck, C. C. Meneley, Jr., T. T. Young, Council of Assembly of God, Incorporated, R. R. Minchin, Marie A. Uhalde, P. & B. Idiart, Ethel Wallace, W. W. Powers, Arlen R. Turria, G. L. Jepsen, G. F. Dangberg, R. E. Mauk, G. Scarselli, R. L. Canatsey, L. A. Ankers, G. D. Gansberg, J. L. Summers, K. V. Johnson, M. D. Fleischer, A. R. Turria, Ron Kincaid	1866	25.96	NE, SW of Ban-Mar. Slg.	32	13	20
				10.04	NE, SW part	32	13	20
386	Omitted							
387			1877	10.00	NE, SW part	32	13	20
388		H. F. Dangberg Land & Livestock Co.	1866	30.00	W $\frac{1}{2}$ NE $\frac{1}{4}$ , SW of Ban. Mar. Slg.	32	13	20

**TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - COTTONWOOD SLOUGH DITCHES, CARSON VALLEY, NEVADA**

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
389 390	Ezell & McFanning (cont'd)	Gladys W. Smith, J. Malo, Bess Fulstone, W. M. Mauel, A. J. Watson, K. J. Watson, S. V. Seddon, Grace Dangberg, C. I. Gilbert, D. F. Hellwinkel, Edgar James Stratton, L. Jacobsen, Bertha Jacobsen, Hans R. Jepson, G. L. Krick, deceased (In trust to First National Bank of Nevada), Fred McGinnis, M. E. Mack, D. R. Hellwinkel, M. Giovaconnini, H. Peterson, James A. Hussman, E. O. Young, Margaret Tregaski, L. W. Westerman, J. Lekumberry, S. Y. Lekumberry, A. H. Johnson, Graham Sanford, Jeanne Sanford, C. W. Nelson Heirs, Warren W. Reed, H. F. Dangberg Land and Live Stock Company, Gladys A. Brinkman, J. N. Booth Douglas County Library, D. M. Harvey, F. C. Heise, Vernita H. Pohl, Iva F. Ashurst, Daphne E. Safley, R. M. Beck, M. Arraiz, S. L. Arraiz, J. Fenner, A. M. Fenner, Douglas County School District, A. M. Lundergreen, Violet G. Frakes, J. E. Batchelder, H. L. Anderson, W. D. Brott, J. T. Darrough, L. P. Fingar, Gwendolen Hind, Roman Catholic Church, Bishop of Nevada, H. F. Dangberg, Noel E. Hulbert, Peggy M. Hulbert, J. C. Tietje, R. Canatsey, P. Canatsey, E. F. Winkelman, M. Bernard, E. Bernard, T. J. Callahan, K. H. Wolf, F. O. Spring, F. C. Rockholm, R. E. Custis, H. R. Petersen, D. K. Ellis, J. A. Doane, V. M. McMasters, H. Ruhenstroth, K. Morghen, M. Morghen, James Page, E. Allerman, Minden Milling Co., Minden Coop (continued on page 68)	1881 1897	15.00 20.00	SW N½NW	29 32	13 13	20 20

**TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES**

EAST FORK - COTTONWOOD SLOUGH DITCHES, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
391 Omitted	Ezell & McFanning (cont'd)	(page 67 owners continued) Creamery, Douglas County United States of America (Toiyabe National Forest), Douglas County School District, E. Jarrett, S. Jarrett, M. C. Benson, H. D. Bernard, L. J. Falletti, Leo B. Galeppi, F. Settelmeyer, I. Settelmeyer, W. L. Hussman, W. G. Godecke, J. E. Etchegoyhen, Bentley-Nevada Corporation, Duane Mack, James M. Hickey, C. H. Morris, R. W. Berg, Town of Minden, M. F. Settelmeyer, Harry A. Winkelman, Milton E. Bacon, Laverne G. Pasek, J. A. Miller, C. W. Godecke, P. L. Mays, Bruce A. Johnson, Janet Johnson, George D. Graham, Joseie Graham, J. H. Cleopfil, Ken G. Week, E. Chichester							
392 Omitted									
393 Omitted									
394			Edith H. and Henry Seeman	1881	40.0	SW, S of Ban.- Mar. Slg.	29	13	20
395		William H. Muller, Freda Muller, Ernest J. Fixmer, Max Zischank, Nan Zischank, Grover Foote, Sally Foote, Robert H. Dinsmore, Delphine Dinsmore, Jim Basey, Floyd Brown, Loretta Brown, Aldo Biaggi, Mary Biaggi, Olga Judd, Sam Farei, Blanche Farei, Erna Leeman, Oscar G. Franklin, Susie M. Franklin	1882	24.35	SESE, N County rd	30	13	20	
396			1885	7.25 3.11 16.11	SWSE, N County rd NESE, SW corner NWSE, S of Hiway	30 30 30	13 13 13	20 20 20	

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES

EAST FORK - COTTONWOOD SLOUGH DITCHES, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{2}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
397	Ezell & McFanning (cont'd)	Nevada Contractors, Inc.	1866	29.40	W $\frac{1}{2}$ NE, SW of Ban. Mar. Slg.	32	13	20
398			1882	4.81	SWSE, btw three roads	30	13	20
399 Omitted								
400	54674	First National Bank, Trustee	1873	3.96	NESE, E part	30	13	20
401			1882	2.59	SESE, NE corner	30	13	20
402			1885	15.02	NESE, E part	30	13	20
403	404	Bernice Thran, Leslie W. Thran, Diana Thran, Charlotte Schwake Heirs, Laurence W. Johnson, Janus L. Johnson	1873	7.17	N $\frac{1}{2}$ SE	30	13	20
404			1885	11.40	S $\frac{1}{2}$ NE N $\frac{1}{2}$ SE	30	13	20
405	406	Keith Cornforth, Martha E. Cornforth, Lois M. Buck, D. E. McMurty	1873	8.39	NWSE, N of Hiway	30	13	20
406			1885	5.70	SWNE, S part NWSE, N of Hiway	30	13	20
407	408	Roland Dreyer, Joan P. Dreyer	1873	15.82	SWNE	30	13	20
			0.31	NWSE	30	13	20	
			2.34	NESE	30	13	20	
			41.83	NE	30	13	20	
5364	Emigrant Branch, Dangberg Ditch System in SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 14, T. 12 N., R. 20	Arthur A. Settlemeyer, Grace A. Settlemeyer, Arnold Settlemeyer, a married man	1894	22.8	N $\frac{1}{2}$ NW, N of Genoa Rd.	18	13	20
			55.0	S $\frac{1}{2}$ SW, S of old diag. rd.	7	13	20	
5364	409	E. in conjunction with Martin Slough and Banning & McFanning Ditch to Heybourn Ditch.	1892	21.7	N $\frac{1}{2}$ S $\frac{1}{2}$ SW, N diag. rd.	7	13	20
			31.1	SENW	7	13	20	
				30.2	SWNW	7	13	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - COTTONWOOD SLOUGH DITCHES, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.				
410	Emigrant Branch (cont'd)		1892 (cont'd)	4.0	NENW	7	13	20				
				10.3	NWNW	7	13	20				
				29.0	NESW	7	13	20				
				36.8	NWSW	7	13	20				
				32.7	NESW	6	13	20				
				35.6	NWSW	6	13	20				
				33.0	SENW	6	13	20				
				34.7	SWNW	6	13	20				
				35.0	NENW	6	13	20				
				33.7	NWNW	6	13	20				
				23.6	SESW	6	13	20				
				28.5	SWSW	6	13	20				
				411		Leo B. Galeppi, Frances M. Galeppi	1886	232.0	E $\frac{1}{2}$ , N of diag. rd.	12	13	19
				320.0				E $\frac{1}{2}$	1	13	19	
136.0	NE	13	13	19								
412			1891	24.0	NE, N of Genoa Rd.	13	13	19				
1903				88.0	SE, S of diag. Ditch	12	13	19				
		By Rosser or East Ditch, diverting from right bank of Martin Slough in SE Cor., SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 24, T. 13 N., R. 9 E.										
413	Banning & McFanning from right bank of Martin Slough in NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 32, T. 13 N. R. 20 E.	Henry F. Seeman, Edith Hazel Seeman	1877	7.0	NESW, E of rd., W of RR	29	13	20				
414		Henry Seeman, Edith Hazel Seeman	1877	33.0	N $\frac{1}{2}$ SW	29	13	20				
			1881	7.0	N $\frac{1}{2}$ SW	29	13	20				



TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES

EAST FORK - COTTONWOOD SLOUGH DITCHES, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
415	Banning & McFanning (cont'd)	Emerson J. Wilson, Co., Frieda Godecke,	1862	78.0	S½NW	29	13	20	
416		William Godecke, Robert F. Rusk, Marilyn Rusk,	1881	39.0	NWNW	29	13	20	
417		C. J. Bledsoe, Emily P. Bledsoe, J. Paul Swift, Jane Swift	1887	39.0	NENW	29	13	20	
418		Roland Dreyer, Joan P. Dreyer	1862	2.0	SWNW, NW edge	29	13	20	
			1862	80.0	NE, N&E Ban.-Mart. Slg.	30	13	20	
419		H. F. Dangberg Land and Livestock Co.	1877	20.0	W½SE, W. of Ban. McFan. Ditch	29	13	20	
420	Gardner & Springmeyer or H. Springmeyer, from right or N bank in NW¼NW¼ Sec. 4, T. 12 N., R. 20 E.*	Mathilda Jepsen Hussman	1873	14.0	NWSE	32	13	20	
					0.5	NESE	32	13	20
					7.7	SWSE	32	13	20
					21.3	SESE	32	13	20
					2.3	SWSW	32	13	20
421		Duane Mack	1876	13.0	NE, SW cor.	32	13	20	
				15.0	SW, NE cor, N of Klauber Ditch	32	13	20	
				102.0	NW, btw. Klauber and road	32	13	20	
				64.0	NE, all N of Klauber Ditch	31	13	20	
				29.0	S½SE, S of roads	30	13	20	
		In conjunction with Reservoir Ditch diverting from Topping No. 1 Ditch, noted below, 75 feet below its head.							
		*Alternative right from Jepsen Ditch diverting at pt. N 93° E, 1540 ft. S½ corner Sec. 32, T. 13 N., R. 20 E.							

**TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
EAST FORK - COTTONWOOD SLOUGH DITCHES, CARSON VALLEY, NEVADA**

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
422	John Gardner or Mat. Jepsen, from left or S bank in NE corner NE¼NE¼ Sec. 5, T. 12 N., R. 20 E.	Mathilda Jepsen Hussman	1865	20.3	SWSE	32	13	20
423			1869	1.7	SESE	32	13	20
				3.5	NWSE	32	13	20
				10.7	SWSE	32	13	20
424				6.8	SESE	32	13	20
425	Topping No. 1 or Springmeyer, from right or N bank in NE¼SW¼ Sec. 32, T. 13 N., R. 20 E. 800 feet S and 100 feet W of Center Section	Duane Mack	1867	1.4	SWSE	32	13	20
13814 THRU 13817, 46520 THRU 46523 AND 51310 THRU 51313			1858	48.0	SW, btw. Klauber D. & Cottwd Slg.	32	13	20
				12.0	NW, same	32	13	20
				34.0	NE, same	31	13	20
426	Klauber or Cohn or Yori--from right bank of Topping	H. F. Dangberg Land and Livestock Co.	1885	6.3	SE	30	13	20
427			1860	290.0	W½, N & E of E. Fork	30	13	20
428	No. 1 Ditch about 230 feet below its diversion from Cottonwood Slough NE¼SW¼ Sec. 32, T. 12 N., R. 20 E.		1858	70.0	NE, N & E of E. Fork	25	13	19
13818 165 51314				160.0	SE	24	13	19
				62.0	SW, N & E of E. Fork	24	13	19
				135.0	NW, same	24	13	19
				80.0	W½NE	24	13	19
429			1895	80.0	E½NE	24	13	19
				100.0	SE, E of old diag ditch	13	13	19
430			1858	160.0	SW	13	13	19

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 EAST FORK - COTTONWOOD SLOUGH DITCHES, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
431	Klauber (or Cohn or Yori (cont'd))		1859	13.0	NENE, N&E of E. Fork	23	13	19
432			1870	84.0 60.0	SE, E of E. Fork SE, W of old diag. ditch	14 13	13 13	19 19

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 WEST FORK - MOUNTAIN AREA, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
433	Faith Valley Creeks adjacent meadow areas	Fred H. Dressler	Riparian	16.1	SESW	19	10	19
				2.5	NENE	30	10	19
				32.0	NWNE	30	10	19
				17.1	SENE	30	10	19
				18.8	SWNE	30	10	19
				1.0	NENW	30	10	19
				15.1	NESE	30	10	19
				5.1	SESE	30	10	19
				32.9	NWSE	30	10	19
				11.9	SWSE	30	10	19
				8.8	NESW	30	10	19
				12.5	SESW	30	10	19
				14.5	NWNW	31	10	19
				8.4	NENE	36	10	18
434	Upper Hope Valley by various ditches from Red Lake creek, Crater Lake creek and other sources	Fred H. Dressler	Riparian	10.8	SWSE	12	10	18
				25.8	SESE	12	10	18
				0.7	SWSW	12	10	18
				5.5	NENE	13	10	18
				6.7	NWNE	13	10	18
				6.5	NENW	13	10	18
				5.3	NWNW	13	10	18
				24.5	SENW	13	10	18
				5.0	SWNW	13	10	18
				16.0	NESW	13	10	18
				13.9	NWSW	13	10	18
				18.8	NENE	14	10	18
				19.0	SENE	14	10	18
				2.9	SESE	14	10	18

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK - MOUNTAIN AREA, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
435	Upper Hope Valley by various ditches from Red Lake creek and other sources	Fred H. Dressler ( $\frac{1}{2}$ ) and Dangberg Land & Live-stock Co. ( $\frac{1}{2}$ )	Riparian	5.2	SESW	1	10	18
				9.2	NENW	12	10	18
				26.1	NENE	12	10	18
				17.0	SENW	12	10	18
				12.4	SWNE	12	10	18
				26.6	SENE	12	10	18
				39.3	NESE	12	10	18
				21.2	NWSE	12	10	18
				15.0	NESW	12	10	18
436	Lower Hope Valley, by ditches from Scott Lake Creek and others	C. Bruce Orvis	Riparian	20.6	W $\frac{1}{2}$ Lot 4	1	10	18
				25.0	Lot W $\frac{1}{2}$ Lot 7	1	10	18
				50.3	Lot 5	1	10	18
				1.6	E $\frac{1}{2}$ Lot 6	1	10	18
				23.8	W $\frac{1}{2}$ Lot 6	1	10	18
				7.3	W $\frac{1}{2}$ Lot 8	1	10	18
				8.1	NESW	1	10	18
				17.7	NWSE	1	10	18
34.5	E $\frac{1}{2}$ Lot 4	1	10	18				
437	Upper South Hope Valley, by ditches from Buckskin Creek	Sierra Pacific Power Co.	Riparian	10.8	Lot 7	6	10	19
				1.9	Lot 10	6	10	19
				11.2	Lot 11	6	10	19
				37.3	Lot 12	6	10	19
				2.6	Lot 23	6	10	19
438	Natural grass	Sierra Pacific Power Co.		25.9	Lot 7	6	10	19
				29.1	Lot 10	6	10	19
				38.3	NWSE	6	10	19
				40.0	SWSE	6	10	19
				29.5	NWNE	7	10	19

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK - MOUNTAIN AREA, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
439	Middle Hope Valley, by ditches from draws, Buckskin Creek and other sources	Sierra Pacific Power Co.	Riparian	33.0	Lot 13	6	10	19
				17.5	Lot 14	6	10	19
				16.1	Lot 15	6	10	19
				2.3	Lot 16	6	10	19
				0.8	Lot 21	6	10	19
				4.3	Lot 22	6	10	19
440	Natural grass	Sierra Pacific Power Co.		3.5	Lot 13	6	10	19
				3.4	Lot 15	6	10	19
				6.7	Lot 16	6	10	19
				3.1	Lot 19	6	10	19
				30.6	Lot 20	6	10	19
				34.7	Lot 21	6	10	19
				18.6	Lot 22	6	10	19
441	North Hope Valley, by ditches from creeks and other sources south of river	Sierra Pacific Power Co.	Riparian	1.3	Lot 2	25	11	18
				40.5	Lot 3	25	11	18
442	North Hope Valley by Dangberg Ditch return flow and by run-off	Sierra Pacific Power Co.	Riparian	32.1	Lot 13	24	11	18
				5.1	Lot 17	24	11	18
				41.1	Lot 18	24	11	18
				1.7	Lot 3	25	11	18
443	Natural grass	Sierra Pacific Power Co.	Riparian	10.1	Lot 14	24	11	18
				3.9	Lot 15	24	11	18
				45.1	Lot 16	24	11	18
				60.3	Lot 17	24	11	18
				48.6	Lot 4	25	11	18
				57.2	Lot 5	25	11	18
				16.6	E½ Lot 6	25	11	18

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK - MOUNTAIN AREA, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
444	North Hope Valley, by Dangberg Willow Creek ditch from right bank in Lot 20, Sec. 13, T. 11 N., R. 18 E. (2/3 irrigated)	H. F. Dangberg Land and Livestock Co.	Riparian	17.0	Lot 1	13	11	18
				12.0	Lot 2	13	11	18
				71.0	Lot 9	13	11	18
				2.5	Lot 8	13	11	18
				3.5	Lot 10	13	11	18
				47.0	Lot 12	13	11	18
				43.0	Lot 13	13	11	18
				19.0	Lot 19	13	11	18
				80.0	Lot 18	13	11	18
				25.0	Lot 17	13	11	18
				58.0	Lot 4	24	11	18
				80.0	Lot 3	24	11	18
				76.0	Lot 7	24	11	18
				61.0	Lot 8	24	11	18
445	Upper Willow Creek, Stout homestead: natural grass	H. F. Dangberg Land and Livestock Co.	Riparian	70.0	Lots 1 & 2, NENW SESW	7 6	11 11	19 19
446	Horse Meadows: natural grass	H. F. Dangberg Land and Livestock Co.	Riparian	2.0 16.0 10.0	W½ Lot 2 E½ Lot 8 E½ Lot 13	12 12 12	11 11 11	18 18 18
447	Horse Thief Creek, natural grass	H. F. Dangberg Land and Livestock Co.	Riparian	40.0 40.0 12.0 18.0 8.0 6.0	NWSE SWSE NESW SESW NWNE NENW	17 17 17 17 20 20	11 11 11 11 11 11	19 19 19 19 19 19
448	Deep Canyon, natural grass	H. F. Dangberg Land and Livestock Co.	Riparian	50.0	W½ Lots 11, 12 & 13	3	10	19

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK & INDIAN CREEK - CARSON VALLEY, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
449	Merk--from right bank, West Fork in SW½SW½ Sec. 23, T. 11 N., R. 19 E.	Sierra Pacific Power Co.	05-10-69	2.6	SWSW	34	11	19
				7.4	SESW	34	11	19
450	Mortinson--from North bank in NW½SE½ Sec. 34, T. 11 N., R. 19 E.  Snowshoe Thompson No. 1--from South bank in NW½SE½ Sec. 34, T. 11 N., R. 19 E.	F. Heise Land and Livestock Co.	05-01-70	3.4	NWSE	34	11	19
				3.8	NESE	34	11	19
				3.5	SENE	34	11	19
				38.8	NESW	36	11	19
				39.7	NWSE	36	11	19
				0.7	SWNW	36	11	19
				4.0	SENE	36	11	19
				25.3	SWSW	31	11	20
			*	39.7	NESW, 25.0 Indian Cr.	31	11	20
			*	2.7	NESE, 11.6 Indian Cr.	31	11	20
			*	0.3	SENE, 0.3 Indian Cr.	31	11	20
				13.5	SENE	36	11	19
				16.8	SWNE	36	11	19
				37.5	NWSW	31	11	20
				0.8	SWNW	31	11	20
	28.0	SWSE	36	11	19			
*	19.1	SESW, 19.1 Indian Cr.	31	11	20			
	0.7	SENE	31	11	20			
*	26.8	NWSE, 26.8 Indian Cr.	31	11	20			
*See Indian Creek for supplemental and additional rights								



TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 WEST FORK & INDIAN CREEK - CARSON VALLEY, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
451 452	Snowshoe Thompson No. 1 (cont'd)	F. Heise Land and Livestock Co. (cont'd)		1.6	SWSE	31	11	20	
				40.0	NESE	36	11	19	
				23.0	SESE	36	11	19	
				12.4	NWSW	36	11	19	
			Totals	4-1-69	359.9				
			4-1-91	11.5					
			F. Heise Land and Livestock Co. (Harvey Ranch)		7.0	Lot 4	4	10	20
				24.9	Lot 12	4	10	20	
				35.1	Lot 13	4	10	20	
				0.5	Lot 14	4	10	20	
	1.9	Lot 3		4	10	20			
			9.5	Lot 4	4	10	20		
			2.7	Lot 14	4	10	20		
	Totals			See Indian Creek: Supplemental right, whole area.					
			4-1-60	68.0					
			4-1-08	11.2					
			4-1-14	2.4					
453 454 455		William F. Schwake, Janet Schwake (Clogston ranch)		3.3	SWSW	36	11	19	
				31.6	SESW	36	11	19	
				5.9	Lot 1	5	10	20	
				18.6	Lot 2	5	10	20	
				15.3	Lot 3	5	10	20	
				0.5	Lot 16	5	10	20	
				2.5	Lot 17	5	10	20	
				11.4	Lot 15	5	10	20	
				10.8	Lot 16	5	10	20	
				3.5	Lot 16	5	10	20	
				See Indian Creek: Supplemental right for 85 0.					

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 WEST FORK & INDIAN CREEK - CARSON VALLEY, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
456		William F. Schwake, Janet Schwake (Clogston ranch) (cont'd)						
457								
458								
		Totals	4-1-60	77.8				
			4-1-70	22.6				
			4-1-11	3.0				
459	Woodford's--from South bank in NW¼SE¼ Sec. 34, T. 11 N., R. 19 E.	George F. Dangberg a married man	5-1-61	5.4	SWNW	35	11	19
			5-1-61	2.7	NWNW	35	11	19
	Millich or Walsh and Gallanar--from south bank in NE¼SE¼ Sec. 34, T. 11 N., R. 19 E.	G. & S. R. Springmeyer Company (Uhalde ranch)		10.8	SWSE	21	11	20
				16.8	SWNW	22	11	20
				25.0	NWNW	22	11	20
				11.2	NENW	22	11	20
				0.1	SENW	22	11	20
				2.6	SESW	21	11	20
				0.5	NWNE	28	11	20
				10.7	SESW	15	11	20
				8.8	SWSW	15	11	20
				8.6	SENE	21	11	20
				0.1	NESE	21	11	20
			See Indian Creek: whole area.		Supplemental right.			
460								
461								
		Totals	9-30-79	11.2				
			4-1-00	84.0				
462			9-30-79	38.4	Central part	15	11	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK & INDIAN CREEK - CARSON VALLEY, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
463	Millich, to Indian Creek, rediverted from West bank in NW¼SE¼ Sec. 10, T. 11 N., R. 20 E., to Mud Lake reservoir storage	Fred H. Dressler	9-30-79 9-30-79	?? ??	Oct. 1 to Apr. 1 next Apr. 1 to May 1 next			
464	Millich, to Indian Creek and rediverted within ranch	G. & S. R. Springmeyer Company	9-30-79	228.0	W½SE, SWNE, E½SE, E½NE, E½SW SESE Supplemental right	3 34	11 11	20 20
465	Millich, to Indian Creek and rediverted within ranch	Stanley Springmeyer (Now Snowshoe Thompson No. 2 Ditch (SCC))	9-30-79	12.0	SWSE NWNE	29 32	11 11	20 20
466	Ellis or Ellis-Dudley--from South bank in NE¼SE¼ Sec. 34, T. 11 N., R. 19 E.	F. Heise Land and Livestock Co.	11-6-76	34.8 37.5 40.0 12.6 23.8 13.8 40.0 37.4 20.0 27.6 22.0	SWNW SENW NENW SESW SENE SWNE NENE NWNW SESE SWSW NWNE	31 31 31 30 36 36 36 31 25 30 36	11 11 11 11 11 11 11 11 11 11 11	20 20 20 20 19 19 19 20 19 20 19

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK & INDIAN CREEK - CARSON VALLEY, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
467 468	Wade--from North bank in SW¼NW¼ Sec. 35, T. 11 N., R. 19 E.	George F. Dangberg, a married man		19.8	SESW	26	11	19
				12.6	SWSE	26	11	19
				0.9	NWSE	26	11	19
				0.1	SWSW	26	11	19
				0.5	NWNW	35	11	19
				2.2	NENW	35	11	19
				4.7	NESE	26	11	19
	Totals		4-1-56	36.1				
			4-1-04	4.7				
469	Mayo--from South bank in NE Corner SW¼NW¼ Sec. 35, T. 11 N., R. 19 E.	Jeanette Bothwell, Gordon R. Bothwell	1902	4.4	SENW	35	11	19
	Snowshoe Thompson No. 2--from South bank in SW Corner NE¼NW¼ Sec. 35, T. 11 N., E. 19 E.	F. Heise Land and Livestock Co.	*	39.9	NWNE	31	11	20
37.3				SWNE, 25.5 Indian Cr.	31	11	20	
16.0				NENE	31	11	20	
34.7				SENE, 34.7 Indian Cr.	31	11	20	
10.2				NWNW	32	11	20	
23.6				SWNW, 23.6 Indian Cr.	32	11	20	
0.2				SENW, 0.2 Indian Cr.	32	11	20	
				19.6	SESW	30	11	20
				32.6	SWSE	30	11	20
				9.0	SESE	25	11	19
				1.6	SWSE	25	11	19
			*See Indian Creek rights.		Supplemental and additional			

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 WEST FORK & INDIAN CREEK - CARSON VALLEY, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.		
470 471 472 473	Snowshoe Thompson (cont'd)	F. Heise Land and Livestock Co. (cont'd)								
		Totals	8-15-64	161.6						
			4-1-78	20.2						
			4-1-81	32.8						
			4-1-85	10.1						
			Vernita Smith, aka Mrs. Ted Smith (Barber ranch)	*	16.3	NENW, & Ind. Cr. rip. rt.	28	11	20	
				*	14.4	NWNW, & Ind. Cr. rip. rt.	28	11	20	
				*	25.7	SESE, & Ind. Cr. rip. rt.	29	11	20	
				*	25.1	NESE, & Ind. Cr. rip. rt.	29	11	20	
				*	8.3	SENE, & Ind. Cr. rip. rt.	29	11	20	
					1.2	NENE	21	11	20	
						*See Indian Creek rights.			Supplemental and additional	
					*	11.6	NWNW, & Ind. Cr. rip. rt.	28	11	20
						0.5	NWNE	28	11	20
					*	33.8	SWNW, & Ind. Cr. rip. rt.	28	11	20
					*	21.2	NWSW, & Ind. Cr. rip. rt.	28	11	20
					*	3.2	SWSW, & Ind. Cr. rip. rt.	28	11	20
				1.2	SESW	21	11	20		
				0.2	SWSE	21	11	20		
					*See Indian Creek noted.			Supplemental right all areas		

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 WEST FORK & INDIAN CREEK - CARSON VALLEY, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
474 475 476 477	Snowshoe Thompson No. 2 (cont'd)	Vernita Smith, aka Mrs. Ted Smith (Barber ranch) (cont'd)							
		Totals	4-1-60	13.7					
			8-16-54	140.0					
			4-1-80	33.6					
			4-1-13	5.4					
			12-22-21	Cal. Lic. No. 910, 4.0 S. F. Supplemental rt.					
			Above: From Sallie R. Springmeyer right, Milich Ditch 12-22-21 Cal. Lic. No. 910; 4.0 S. F., Supplemental rt. to give						
			George L. Collard		6.2	SESE	17	11	20
					14.3	SESE	19	11	20
					9.5	NENE	20	11	20
					3.1	NWNE	20	11	20
					0.4	SENE	20	11	20
					18.3	SWNE	20	11	20
					3.0	SENE	20	11	20
					0.2	NWSE	20	11	20
			20.1	NESW	20	11	20		
			16.9	NWSW	20	11	20		
			2.6	SESW	20	11	20		
			38.6	SWSW	20	11	20		
			21.2	NWNW	29	11	20		
			27.4	NENE	30	11	20		
			6.2	NWSW	20	11	20		
			1.8	NESE	19	11	20		
			4.5	SENE	30	11	20		
			6.0	NENE	30	11	20		
			2.0	NWNW	29	11	20		

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK & INDIAN CREEK - CARSON VALLEY, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
478 479 480 481	Snowshoe Thompson No. 2 (cont'd)	George L. Collard						
		Totals	4-1-60 8-15-64 4-1-80 4-1-13	17.0 174.2 4.4 6.7				
			12-22-21	Cal. Lic	No. 910, 4.0 S.F. Supplemental right to extent of 54.58% interest in same.			
482	Indian Simpson from south bank in SW corner NE¼NW¼ Sec. 35, T. 11 N., R. 19 E.	Connie Hunter, aka Carney Hunter, Mabel George Gomez, Inez Duncan, Laura Duncan Barney, Henry Moses Rupert, Sullivan Henry. Shirley Marie Martinez, Joseph Owen Martinez, Jr., Llewellyn Henry, Doreen Henry; Mary Henry, Clara Martinez Smokey, Lawrence Bagley, Louise Bagley Two Eagles, Betty Neva Rivers, Darlene Ann Rivers, Joe Rivers, Jr., Willie Sandoval, Nancy Pitts Palmer Wade, Woodrow Wilson, Laverne (Laverne) Bagley Youmans, William Bagley, Jr., Alfred Louis Bagley, Gerald Bagley, Louis Bagley, Alvira Silas Bender, James Bender, Darrell Bender, Delphine B. Painter, Arlene B. Nieto	1893	1.4	N½NE	35	11	19
483		Marie Simpson Kizer, aka Marie Simpson Kaiser, Delbert Simpson, Barney Miller, Irving Miller, Helen Smokey, Ruth Miller, Alberta Miller, Roland Curtis Christensen, Andy Lundy, Marion V. Wallace Miller, Bruce Miller	1893	12.97 3.10	SESE SWSW	26 25	11 11	19 19

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK & INDIAN CREEK - CARSON VALLEY, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
484	Henningsen West Side from west bank in NW corner SE¼SE¼ Sec. 26, T. 11 N., R. 19 E.	Connie Hunter, aka Carney Hunter, Mabel George Gomez, Inez Duncan, Laura Duncan Barney, Henry Moses Rupert, Sullivan Henry, Shirley Marie Martinez, Joseph Owen Martinez, Jr., Llewellyn Henry, Doreen Henry, Mary Henry, Clara Martinez Smokey, Lawrence Bagley, Louis Bagley Two Eagles, Betty Neva Rivers, Darlene Ann Rivers, Joe Rivers, Jr., Willie Sandoval, Nancy Pitts Palmer Wade, Woodrow Wilson, Laverne (Laverne) Bagley Youmans, William Bagley, Jr., Alfred Louis Bagley, Gerald Bagley, Louis Bagley, Alvira Silas Bender, James Bender, Darrell Bender, Delphine B. Painter, Arlene B. Nieto, Lavina Bender, Leon Mark Kizer	1921	3.11	SESE	26	11	19
				0.55	SWSW	25	11	19
485		Harry Wennhold and Richard H. W. Wennhold Heirs	1862	0.5	SWSW	25	11	19
				19.2	NWSW	25	11	19
				7.9	NESW	25	11	19
				0.2	SESE	26	11	19
				3.9	NESE	26	11	19
486	Henningsen East Side--from south bank in NE corner SE¼SE¼ Sec. 26, T. 11 N., R. 19 E.	Harry F. Wennhold, Richard H. W. Wennhold Heirs (Old Bruns ranch)	1867	17.3	SESW	25	11	19
				13.7	SWSE	25	11	19
				0.4	NESW	25	11	19
				3.2	NWSE	25	11	19
				0.4	NENW	36	11	19
				0.5	NWNE	36	11	19
				8.1	NESW	25	11	19
				12.6	SWSE	25	11	19
				28.7	NWSE	25	11	19
6.5	SWNE	25	11	19				





TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK & INDIAN CREEK - CARSON VALLEY, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
	Heimsoth Lower West Side (cont'd)	George L. Collard (cont'd)		1.0	SESE	24	11	19
				4.8	NWSW	19	11	20
				5.5	SWSW	19	11	20
				6.0	SESE	24	11	19
				5.4	SWSW	19	11	20
				1.4	SESW	19	11	20
				1.1	NWSW	19	11	20
492		Totals	4-1-65	8.03				
493			4-1-66	13.65				
494			4-1-68	5.62				
495			4-1-70	13.65				
496			4-1-81	9.63				
497			4-1-82	4.82				
498			4-1-85	1.61				
499			4-1-86	4.82				
500			4-1-88	5.62				
501			4-1-90	13.65				
	Heimsoth East Side from east bank in NE part SW¼SW¼ Sec. 19, T. 11 N., R. 20 E.	George L. Collard		19.9	NESW	19	11	20
				5.9	SESW	19	11	20
				4.2	SWNE	19	11	20
				0.5	NWSE	19	11	20
				1.2	NWSW	19	11	20
				9.0	NESW	19	11	20
				2.3	SESW	19	11	20
				4.3	NWSE	19	11	20
				2.0	SESW	19	11	20
				2.9	SWNE	19	11	20
				2.1	SWNE	19	11	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES

WEST FORK & INDIAN CREEK - CARSON VALLEY, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
502	Heimsoth East Side (cont'd)	George L. Collard (cont'd)	Totals	4-1-71	19.98			
503			4-1-74	10.43				
504			4-1-90	10.37				
505			4-1-96	6.36				
506			4-1-00	4.77				
507			4-1-08	2.39				
508			McCullum West Side from east bank in SE¼NW¼ Sec. 19, T. 11 N., R. 20 E.	George L. Collard (Stuard ranch)	4-1-90	1.0	NENW	19
				5.3	NWNE	19	11	20
	Scossa from west bank in SE¼NW¼ Sec. 19, T. 11 N. R. 20 E.	Hubert B. Bruns		22.3	SENE	18	11	20
				12.8	NESW	18	11	20
				39.3	NWSE	18	11	20
				30.3	SWSE	18	11	20
				1.6	SESW	18	11	20
509			Totals	4-1-84	74.4			
510				4-1-92	31.9			
511	McCullum Upper East Side from east bank in SE¼NW¼ Sec. 19, T. 11 N. R. 20 E.	George L. Collard (Stuard ranch)	4-1-93	11.4	NWNE	19	11	20
				0.2	NENW	19	11	20
512	McCullum Lower east side--from east bank in NW¼NW¼ Sec. 19, T. 11 N., R. 20 E.		4-1-94	13.4	SESE	18	11	20
				0.7	NWSW	17	11	20
				6.5	SWSW	17	11	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK & INDIAN CREEK - CARSON VALLEY, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.				
513 514	Fredericksburg-- from west bank in SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 18, T. 11 N., R. 20 E.	W. F. Neddenriep, Lena Neddenriep, Wilton N. Neddenriep		2.8	SESE	6	11	20				
				8.0	NESE	6	11	20				
				35.8	NWSE	6	11	20				
				5.5	SWNE	6	11	20				
				0.3	NESW	6	11	20				
				34.1	SENE	6	11	20				
				3.0	NENW	6	11	20				
				5.1	SENE	7	11	20				
				35.7	SWNE	7	11	20				
				32.6	SENE	7	11	20				
				10.0	NWNE	7	11	20				
				34.2	NENE	7	11	20				
				45.5	SESW & SWSE	7	11	20				
				2.6	SESE	7	11	20				
				23.0	NESW	7	11	20				
				29.2	NWSE	7	11	20				
				0.1	NWSE	7	11	20				
				9.5	NESE	7	11	20				
				31.3	NENW	18	11	20				
				26.9	NWNE	18	11	20				
				30.0	SESW & SWSE	7	11	20				
				515		Hubert B. Bruns	4-1-64	0.1	NWSW	7	11	20
								14.2	NESW	7	11	20
				7.5	NWSE	7	11	20				
				4.3	SWNW	7	11	20				
				34.9	SENE	7	11	20				
				4.6	SWNE	7	11	20				
				6.5	NENW	7	11	20				
				1.9	NWNE	7	11	20				
			Totals	317.1								
				88.1								

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 WEST FORK & INDIAN CREEK - CARSON VALLEY, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
516 517	Fredericksburg (cont'd)	Chris H. Gansberg, Ellen H. Gansberg, Fred H. Gansberg, Chris H. Gansberg, Jr., a married man		2.3	SWSW	6	11	20
				16.3	SESW	6	11	20
				37.6	SWSE	6	11	20
				19.1	NWNW	7	11	20
				0.7	SWNW	7	11	20
				0.1	SENW	7	11	20
				33.5	NENW	7	11	20
				29.0	NWNE	7	11	20
				35.7	SESE	6	11	20
				3.4	NENE	7	11	20
		Totals	4-1-64 4-1-71	138.4 39.3				
517a	Gansberg (cont'd)			16.9	SENE	1	11	20
				33.5	NESE	1	11	20
				9.7	SESE	1	11	20
				3.3	NENE	1	11	20
				23.7	SESW	6	11	20
517b	Gansberg (cont'd)			2.4	SWSE	6	11	20
				00.7	NWSE	6	11	20
517b	Gansberg (cont'd)			39.5	NESW	6	11	20
				40.0	NWSW	6	11	20
				39.5	SWNW	6	11	20
				24.8	NWNW	6	11	20
				36.3	SWSW	6	11	20
				0.4	NWNW	7	11	20
				17.0	SENE	1	11	19
2.4	SWNE	1	11	19				

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 WEST FORK & INDIAN CREEK - CARSON VALLEY, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
518 519	Fredericksburg (cont'd)	Gansberg (cont'd)	Totals	4-1-64 4-1-90	270.1 20.0				
54729 { 520 521 522	Chambers--from west bank in center of south side of SW¼SE¼ Sec. 18, T. 11 N., R. 20 E.	Fred H. Dressler, Anna E. Dressler			20.0	NESE	18	11	20
					17.0	NESE	18	11	20
					18.0	SENE	18	11	20
					15.1	SENE	18	11	20
					1.2	SWNE	18	11	20
					20.2	NENE	18	11	20
			Totals	4-1-89 4-1-92 4-1-06	20.0 35.2 36.3				
54730 { 523 524 525 526 527	Jarvis No. 1--from south bank in SE¼SE¼ Sec. 18, T. 11 N., R. 20 E.	Richard H. W. Wennhold Heirs, Ida Wennhold, Harry F. Wennhold, Anne Wennhold			4.9	NWSW	17	11	20
					6.3	SENW	17	11	20
					1.7	SWNW	17	11	20
					9.8	NENW	17	11	20
					11.8	NWSW	17	11	20
					2.6	SWNW	17	11	20
					0.7	SENW	17	11	20
					0.8	NENW	17	11	20
					2.9	NWSW	17	11	20
					6.2	NESW	17	11	20
					1.2	SENW	17	11	20
		1.3	NESW	17	11	20			
Totals	3-1-63 3-1-85 3-1-09 3-1-10 3-1-13	12.7 24.1 1.3 9.4 2.7							

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK & INDIAN CREEK - CARSON VALLEY, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
54731	528 Panning-Jarvis or Jarvis No. 2--from north bank in SE corner of NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 18, T. 11 N., R. 20 E.	Wennhold (cont'd)  Fred H. Dressler, Anna E. Dressler	3-1-94	12.3	NWSW	17	11	20	
				23.8	SWNW	17	11	20	
				24.0	NWNW	17	11	20	
				4.7	SWSW	8	11	20	
				14.1	NWSW	8	11	20	
				26.7	SWNW	8	11	20	
				38.5	NWNW	8	11	20	
				3.2	NENW	8	11	20	
				7.7	SESE	7	11	20	
				2.4	NESE	7	11	20	
				11.9	SWSW	5	11	20	
		Totals	3-1-65	10.4					
54732	529 530 531  Panning from west bank in SW corner SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 17, T. 11 N., R. 20 E.	Fred H. Dressler, Anna E. Dressler		3-1-66	99.1				
				3-1-92	23.7				
					15.4	NWNW	17	11	20
					34.8	SWSW	8	11	20
					0.2	SESW	8	11	20
				17.0	NWSW	8	11	20	
				4.8	SWNW	8	11	20	
		Totals	3-1-65	40.1					
54733	532 533			3-1-70	32.1				
54734	534	Richard H. W. Wennhold Heirs, Ida Wennhold, Harry E. Wennhold, Anne Wennhold	3-1-85	9.2	NENW	17	11	20	
				2.8	SENW	17	11	20	
				7.7	SWNW	17	11	20	

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 WEST FORK & INDIAN CREEK - CARSON VALLEY, CALIFORNIA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.		
54735	Deluchi or Hellwinkel east No. 1 from east bank of E side center SW¼NW¼ Sec. 17, T. 11 N., R. 20 E.	Fred H. Dressler, Anna E. Dressler		0.2	SWSW	8	11	20		
				25.6	SESW, E of F & T	8	11	20		
					Dit.					
				7.8	SESW, W of F & T	8	11	20		
					Dit.					
				1.0	SWSE, NW cor.	8	11	20		
				2.8	NWSE, S of old St. Line	8	11	20		
				14.5	NWSE, N of old St. Line	8	11	20		
				12.2	NESW, E of F & T	8	11	20		
					Dit.					
				22.8	NESW, W of F & T	8	11	20		
					Dit.					
				5.7	NWSW, E of West Fork	8	11	20		
				18.4	SWNE, S of State Line	8	11	20		
				6.2	SENW, E of F & T	8	11	20		
					Dit.					
				5.6	SWNW, E of West Fork	8	11	20		
				6.9	NENW, W part	8	11	20		
	13.8	SENW, W side of dr.	8	11	20					
			*	20.0	SENW, W of F & T	8	11	20		
			*	1.7	NESW, at fork of dits.	8	11	20		
			*	6.4	NENW, W part	8	11	20		
			*Area served also by Falk & Tillman Ditch from E bank West Fork in SW cor. SESW-18-11-20							
		Totals	3-1-59	99.8						
			3-1-65	71.8						

54735 } 535  
 536



TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
537	Fredericksburg or West Carson or John Olds--from left bank in SW corner SW¼SE¼ Sec. 18, T. 11 N., R. 20 E.	Wilton H. Neddenriep	1864	35.0	NENW	6	11	20
				3.0	SENE	6	11	20
				40.0	NWNE	6	11	20
				34.0	SWNE	6	11	20
				2.0	NWSE	6	11	20
538			1873	160.0	SE	31	12	20
				80.0	E½NE	6	11	20
539		Chris H. Gansberg, Ellen H. Gansberg, Fred H. Gansberg, Chris H. Gansberg, Jr.	1864	30.0	NESE	6	11	20
				7.0	NWNW, NE cor.	6	11	20
				144.0	SW	31	12	20
540	Heritage Ranch		1865	3.0	NESE, E side cen.	36	12	19
				68.0	E½NW	31	12	20
540a			1864	24.0	E½S½SE	25	12	19
				80.0	E½SE	25	12	20
				35.0	NENE	36	12	19
				10.0	SENE, NE cor.	36	12	19
				78.0	W½NW	31	12	20
				77.0	W½SW	30	12	20
				35.0	SWNW	30	12	20
24.0	SENE, Spt. S of Jones C. West Ditch	25	12	19				
541		Fred H. Dressler, Anna E. Dressler	1863	33.5	NWSE	24	12	19
				40.0	SWSE	24	12	19
				6.5	NESW, NE cor.	24	12	19

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
1736 {	542 Hellwinkel E. No. 1 543 or Deluchi No. 1 from right bank SW¼NW¼ Sec. 17, T. 11 N., R. 20 E.	Fred H. Dressler, Anna E. Dressler	1875	37.0	W½NE	8	11	20
			1890	42.5	W½SE	5	11	20
544	Falcke & Tillman-- from right bank in 545 SW corner SE¼SW¼ Sec. 8, T. 11 N., R. 20 E.	Fred H. Dressler, Anna E. Dressler	1875	4.0	NWNE, W of main dit.	8	11	20
			1890	15.0 25.5	NENW, E of draw W½SE, W of main dit.	8 5	11 11	20 20
4737 {	546	Heritage Ranch		31.5	E½SW, E of draw	5	11	20
			1879	72.0	W½NE, E of W. Fork	5	11	20
547	548	Heritage Ranch	1886	17.0	SESE, E edge	29	12	20
				11.0	NENE, E edge	32	12	20
				10.0	NWNW, W edge	33	12	20
				7.0	SWSW, W edge	28	12	20
				4.15	SENE	32	12	20
				9.50	SWNW	33	12	20
				7.25	SENE	32	12	20
				2.60	SWNW	33	12	20
				34.30	NWSW	28	12	20
				8.60	NESW	28	12	20
				33.40	SENE	28	12	20
				39.80	SWNW	28	12	20
				10.10	NWNW	28	12	20
				14.90	NESE	29	12	20
				40.00	SENE	29	12	20
	23.00	SWNE	29	12	20			
	3.10	NWNE	29	12	20			
	12.00	NENW	29	12	20			
	75.00	N½NE	29	12	20			

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK-CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.		
549	Falcke & Tillman (cont'd)	Marguerite T. Anderson	1886	80.0	SW, N of Dressler Butte	21	12	20		
550						5.0	SESE, NE cor.	20	12	20
						10.0	NESE, SE cor.	20	12	20
					1897	35.0	SESE	20	12	20
						6.5	NWSE, SE cor.	20	12	20
						11.5	NESE, SW cor.	20	12	20
						28.9	SWSE, abv. Edna Ditch.	20	12	20
						* 11.1	SWSE, bel. Edna Ditch.	20	12	20
						* 26.0	E½SW, abv. Jones Co. D	20	12	20
						*Has alternate right in Edna Ditch.				
551		Marguerite T. Anderson	1909	24.0	NESW	21	12	20		
				23.5	NWSW	21	12	20		
				28.7	SESW	21	12	20		
				1.5	NENW, SW cor.	21	12	20		
				40.0	SWNW	21	12	20		
				6.7	NWNW, S edge	21	12	20		
				18.5	NESE	20	12	20		
				11.0	NWSE	20	12	20		
				40.0	SENE	20	12	20		
				13.2	SWNE	20	12	20		
				11.5	NENE	20	12	20		
552		Ernest Dressler	1900	3.1	NWNE, SE cor.	20	12	20		

**TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK - CARSON VALLEY, NEVADA**

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
4738	DeLuchi No. 2 or Hellwinkel E. No. 2 or Dressler E Side, now DeLuchi No. 1— from right bank NE corner SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 8, T. 11 N., R. 20 E.	Fred Dressler, Anna E. Dressler	1890	2.0	NENW, btw. W. Fk & draw	8	11	20
				27.5	E $\frac{1}{2}$ SW, same	5	11	20
54739	DeLuchi No. 3. or State Line from left bank by concrete dam in NW corner NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 8, T. 11 N., R. 20 E. 50 ft. N. granite State Line Monument		1863	48.0	SW, W of Dry Ditch	5	11	20
					27.0	NW, SW cor.	5	11
			1889	54.0	NW, W of Dry Ditch	5	11	20
	Dry or Wilkerson, Fay, Berry & Thran--from left bank in SW corner NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 5, T. 11 N., R. 20 E.		1865	75.0	W $\frac{1}{2}$ SE	30	12	20
				38.0	SWNE	30	12	20
				37.0	NWNE	30	12	20
			1881	65.0	W $\frac{1}{2}$ SW, W of swale	32	12	20
				30.0	W $\frac{1}{2}$ NW, W of swale & lat.	32	12	20
54740			1889	5.0	SW, btw. Dit. & W Fork	5	11	20
					76.0	NW, E of Dry Ditch	5	11
		Carl Thran, Theodore Thran, Susan Thran	1865	159.0	NE	31	12	20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
560	Dry-- (cont'd)	Heritage Ranch	1865	10.0 3.0 78.0 40.0	NENW, NE cor. SWSE, SW cor. E½SW SENW	31 30 30 30	12 12 12 12	20 20 20 20
547 561	Laveroni or F. Dressler--from left bank in NE¼SW¼ Sec. 5, T. 11 N., R. 20 E.	Fred H. Dressler, Anna E. Dressler	1882	15.0	W½NE, W of W. Fork	5	11	20
562	Dutch Fred No. 2 or Wyatt--from left bank near center in NE¼SW¼ Sec. 5, T. 11 N., R. 20 E.		1881	68.0	SW, E of swale below Dry D. & W of Sett. & Dr Ditch.	32	12	20
563	Company Ditch S or Dressler & Settlemeyer & branches--		1865	130.0 80.0 40.0	SW, W of W. Fork E½SE SENE	29 30 20	12 12 12	20 20 20
564	from left bank 375 E and 650 Ft. S. of N¼ corner Sec. 5, T. 11 N., R. 20 E.		1865	27.0 122.0	E½SW NW, E. of swale & Dry Ditch	32 32	12 12	20 20
565	Tucke or Wyatt-Dressler--from right bank by same dam as Company ditch above in NW¼NE¼ Sec. 5, T. 11 N., R. 20 E.		1861	18.0 2.0	W½SE, btw. F. Dr. D. 7 hill SWNE, btw. D. Dr. D. 7 hill	32 32	12 12	20 20

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
566	F or A. F. or Wm. Dressler--from right bank in SW½SE½ Sec. 32, T. 12 N., R. 20 E.	Fred H. Dressler, Anna E. Dressler (cont'd)	1861	4.0	NWSE, NW cor. btw dit. & W. Fork	32	12	20	
				44.0	W½NE, all btw. W. Fork and hill	32	12	20	
567	Jones East or Jones Co. East (includes Middle Co. and Dutch Fred No. 3)--from right bank in SE part of NW½NE½ Sec. 32, T. 12 N., R. 20 E,	Fred H. Dressler, Anna E. Dressler	1860	30.0	E½SW, E of W. Fork	29	12	20	
				20.0	W½SE	29	12	20	
				30.0	W½SE	29	12	20	
568	Heritage Ranch.		1860	35.0	NWNW	29	12	20	
				28.0	NENW	29	12	20	
				3.0	SENW, N edge	29	12	20	
				4.5	SWNW, E of W. Fork	29	12	20	
				4.5	NENE, E of Brock. Slg.	30	12	20	
				32.0	SENW	29	12	20	
				3.0	SWNE	29	12	20	
569		Robert A. Kimmerling, Margery A. Kimmerling	1862	63.0	W½SW, E of W. Fork	20	12	20	
570			1875	4.0 12.0	SWNW, S edge NESE, E of W. Fork	20 19	12	20 20	
571			1902	36.0	SWNW	20	12	20	
572		Dorothy B. Swenson	* *	1907	39.0	NWNW	20	12	20
					39.0	SWSW	17	12	20
				*Alternate right of 1900 from Edna Ditch, Hogrefe Slough, East Fork					

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions-Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
572a	Jones East (cont'd)	Robert A. Kimmerling, Margery A. Kimmerling	1907 (cont'd)	2.7 34.1	NESE SENE	19 19	12 12	20 20
572b		Elizabeth M. Gunn		0.1 39.1	SWNE NENE	19 19	12 12	20 20
572c		Jack W. Bay, Robert W. Nass		6.5 23.4 21.0 0.7	NWNE SESE SWSE SESW	19 18 18 18	12 12 12 12	20 20 20 20
573		Was:-	of which:					
574		(by Bart Cary ) (by Jones Co. W ) (by Squires )	1857 1858	13.3 17.0 4.3	NESE SENE SWNE An alternate right for	19 19 19	12 12 12	20 20 20
575		(by Jones Co. E ) (by Jones Co. E )	1875	61.0 12.0	N½NE SWSE This area from Bag, Back or	19 18	12 12	20 20
577		(by Jones Co. E ) (by Jones Co. E )	1903	13.0 6.8	SWSE Bog Ditch, in NWSW	18 20	12 12	20 20
578	New Settlemeyer-- from left bank in SW Corner SE¼SW¼ Sec. 29, T. 12 N., R. 20 E.	Heritage Ranch	* 1861	5.0 33.0 31.7 2.3 2.5	SENE, SW Corner SWNE NENE NWNW, SW Corner SWNE, N edge	29 29 30 29 29	12 12 12 12 12	20 20 20 20 20
*Has alternate right through Dressler and West Side Ditches.								

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
579	Jones Dam--in NW Corner SW¼SW¼ Sec. 20, T. 12 N., R. 20 E.	Robert A. Kimmerling, Margery A. Kimmerling	1858	33.0	SESE	19	12	20
				25.0	NESE	19	12	20
				9.5	SWSW	20	12	20
				3.0	NENE	30	12	20
				1.0	SESE	19	12	20
				3.5	NWSW	20	12	20
580	Squires--from left bank in SW Corner NW¼SW¼ Sec. 20, T. 12 N., R. 20 E.	Robert A. Kimmerling, Margery A. Kimmerling	1858	3.5	NESE, NW Corner	19	12	20
				8.7	NWSE, N of Brock-liss Slg.	19	12	20
				5.0	SENE, W of Brock-liss Slg.	19	12	20
				35.9	SWNE	19	12	20
				29.6	NWNE, W of W. Fork	19	12	20
				6.5	SWSE, S of W.	18	12	20
580a		Elizabeth M. Gunn	1858	11.1	SENW, N of Brock-liss Slg.	19	12	20
				0.1	NENW, S of small slough	19	12	20
581	Winkelman--from right bank in NE Corner NW¼NE¼ Sec. 19, T. 12 N., R. 20 E.	Lena H. Neddenriep, William F. Neddenriep	1864	5.4	SWSE, NW Corner	18	12	20
				7.7	NWSE, btw. roads	18	12	20
				1.8	SESW, E of W. Fk.	18	12	20
				31.4	NESW, E of W. Fk.	18	12	20
				2.7	NWSW, E of W. Fk.	18	12	20
582		Ella Anderson Heirs	1864	146.5	NW	18	12	20
				44.0	E½NE, exc. strip on W.	13	12	19



TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.		
583	Winkelman (cont'd)	Leroy Henry Storke, Lois Storke	1864	11.0	E½W½SW, S of Hogr. Slg.	7	12	20		
584			* 1875	23.0	SW, SE Cor. S of Hogr. Slg.	7	12	20		
			*	20.0	SW, S of Hog. Slg.	7	12	20		
585		Chris Cordes	1864	73.0	E½SE	12	12	19		
				29.0	W½W½SW	7	12	20		
				9.5	NW, NE Corner	18	12	20		
586	Rabe--from left bank in W side SE¼NE¼ Sec. 12 T. 12 N., R. 19 E.	Lois Elizabeth Rabe Sarman	1857	57.0	W½NW	12	12	19		
587			1858	37.0	NENW	12	12	19		
				76.0	E½SW	1	12	19		
588	Dangberg West Fork Dam--in S part SW¼SW¼ Sec. 36, 19 T. 13 N., R. 20 E. (By Lateral E at point 180 feet S of dam)	H. F. Dangberg Land and Livestock Co. <i>Conditions per ...</i>	1858	40.0	W½SW, W of West Fork	36	13	19		
					40.0	By Lateral W 180 feet S of Dam				
					1858	40.0	W½SW, E of West Fork	36	13	19
						92.0	E½, btw. Henn. & Br. Sls.	35	13	20
					**	73.0	W½E½, W of Henn. Slough and E of West Fork	26	13	19
589			** 1857	7.3	SESW, E of West Fork	26	13	19		
			**	5.0	NESW, same	26	13	19		
			**	1.0	SENW, same	26	13	19		

\*Has alternate right from East Fork Hogrefe Slough, Thran Ditch  
\*\*Alternate right from wood box in East bank of West Fork in extreme SE Corner of SE¼SW¼ Sec. 26 T. 13 N., R. 19 E.

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
590	VanSickle Dam--in SE Corner of SE¼SW¼ Sec. 36, T. 13 N., R. 19 E.	Alvina Kidman, u/c Carl W. Kidman	1857	1.4	SESW, E of West Fork	23	13	19
				4.6	NWSW, same	23	13	19
				20.0	NESW, same	23	13	19
				22.2	SWNW, same	23	13	19
				17.0	SESW	23	13	19
				6.0	NENW	23	13	19
				31.0	NWNW	23	13	19
591	By William Hussman Ditch from right or East bank in NW¼NE¼ Sec. 36, T. 13 N., R. about 1220 feet above dam	Jeanne Muller, Kit Van Soo	1857	25.8	NENW, N part	35	13	19
				20.0	NWNW, E part	35	13	19
				30.0	SESW, W of West Fork	26	13	19
				19.2	SWSW, E part	26	13	19
				By two VanSickle Ditches 60 feet and 230 feet above dam in SE¼SW¼ Sec. 36, T. 13				
592	Milton E. Bacon	1857	22.1	NESW, W part	26	13	19	
			40.0	NWSW	26	13	19	
593	Jeanne Muller	1857	4.9	SWSW, NW Corner	26	13	19	
594	Milton E. Bacon	1857	15.6	SESW, SW part	26	13	19	
			27.6	SWNW, S part	26	13	19	
			6.1	SESE, NE Corner	27	13	19	
			16.7	NESE	27	13	19	
			12.0	SENE	27	13	19	
			8.5	SESE	27	13	19	
			22.5	NESE	27	13	19	
594a	Served by above noted two VanSickle Ditches	1888	4.0	SENE	27	13	19	
			53.0	E½SE & SENE, W pt	27	13	19	

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
595	VanSickle Dam (cont'd)	H. F. Dangberg Land and Livestock Co.	1857	6.00	SWSE, NW Corner	23	13	19
				10.92	SESW	23	13	19
				17.92	NENW	26	13	19
				16.92	SENW, E pt. W of W. Fork	26	13	19
				12.92	NESW	26	13	19
596			1858	3.00	SWNE, W of West Fk	26	13	19
				13.00	NWNE, W of West Fk	26	13	19
		Served by Dangberg Ditch & pipe 10 feet above dam, from West bank						
597	Muller-Bartels Dam, about 1000 feet North of center of Section in SW¼NW¼ Sec. 26, T. 13 N., R. 19 E.	Ernest Bartels Trust	1857	6.5	SENW, NW Corner	26	13	19
				22.1	NENW, W strip	26	13	19
				12.4	SWNW, W strip	26	13	19
				40.0	NWNW	26	13	19
				14.7	SESW, W strip	23	13	19
				26.6	SWSW, S of Tahoe road	23	13	19
				4.0	SENE, NE Corner	27	13	19
				17.0	SENE, E strip	27	13	19
				10.0	SESE, E strip S of rd.	22	13	19
				6.7	SESE, same	22	13	19
598			1888	40.0	E½NE & SENE, E pt	27	13	19
		Served by Bartels Ditch from West bank in NW Corner SW¼NE¼ Sec. 26, T. 13 N., R.						
599		Alvina H. Kidman, w/c Carl W. Kidman	1857	6.0	SESW, W of West Fork	23	13	19
				2.6	NESW, same	23	13	19
				5.0	SWSW, NE Corner	23	13	19
				14.0	NWSW, W of West Fork	23	13	19

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
600	Muller-Bartels Dam (cont'd)	Alvina H. Kidman, u/c Carl W. Kidman  By Muller Ditch from left or West bank of West Fork 50 feet above dam, in SW¼NE¼ Sec 26, T. 13 N., R. 19 E.	1857	11.5	SWNW, W of West Fork	23	13	19
				9.0	NWNW, same	23	13	19
				23.6	SENE, N strip	22	13	19
				6.5	NENE, SE Corner	22	13	19
601		William Muller  By Muller Ditch above	1857	8.4	SWSW, N of Tahoe road	23	13	19
				21.4	NWSW, W part	23	13	19
				6.3	SWNW, SW Corner	23	13	19
				2.1	NESE, E side	22	13	19
				1.8	SENE, SE Corner	22	13	19
601		E. L. Wyatt  By Muller Ditch above. (41.0 acres - see Brockliss Slough ditch)	1857	13.5	SESE, N of Tahoe road	22	13	19
				37.9	NESE	22	13	19
				12.0	SENE	22	13	19
				2.7	NWSE	22	13	19

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES

BROCKLISS SLOUGH BRANCH OF WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
	BROCKLISS SLOUGH, NOW THE MAIN RIVER CHANNEL, BRANCHES SOUTH IN SE CORNER, NW $\frac{1}{4}$ -29-12/20							
602	Jones Co. or Jones Co. W or Tucke Co. from left bank in NW $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 29, T. 12 N., R. 20 E.	Robert A. Kimmerling, Margery A. Kimmerling	1858	40.0	SWSE	19	12	20
				21.0	NWSE, S pt. W of Brk Sl	19	12	20
				7.0	SESE, SW cor. W of Brk Sl	19	12	20
				3.0	NENE, NW corner	30	12	20
				8.0	SESE, SE corner	24	12	19
603		F. H. Dressler, Anna E. Dressler	1858	72.0	S $\frac{1}{2}$ SW, except NW cor.	19	12	20
604		Alberta Lewellen	1864	40.0	NWNW	30	12	20
				30.4	NENW	30	12	20
				29.0	S $\frac{1}{2}$ NE, N of ditch	25	12	19
				67.0	N $\frac{1}{2}$ NE	25	12	19
				9.6	NENW, SE corner	30	12	20
605		Robert A. Kimmerling, Margery A. Kimmerling	1858	7.8	NWSE, S of Brock. Sl.	19	12	20
605a		Hillar L. Raamat, Elvi Raamat	1858	10.0		19	12	20
605b		James Page, Helen E. Page	1858	10.0		19	12	20
605c		Warren W. DeMaris	1858	6.5		19	12	20
605d		Dorothy B. Swenson	1858	40.7		19	12	20

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 BROCKLISS SLOUGH BRANCH OF WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
606	Jones Company West (cont'd)	F. H. Dressler, Anna E. Dressler	1864	6.3	SWSW	19	12	20
				38.9	NWSW	19	12	20
				36.6	SWNW	19	12	20
				31.2	SESE	24	12	19
				40.0	NESE	24	12	19
				37.0	SENE	24	12	19
				5.5	NWSE, N edge	24	12	19
				4.5	SWNE, SE corner	24	12	19
607			1859	13.0	SESW	24	12	19
608			1900	12.5	NESW, center part	24	12	19
609		Eugene Scossa, Alex Scossa	1862	1.0	NWSE, NW corner	24	12	19
				35.5	SWNE, except SE cor.	24	12	19
				3.0	SENE, triangle wedge	24	12	19
				10.0	NESW, N of line fence	24	12	19
				11.0	NESW, W of line fence	24	12	19
				16.0	SESW, N & W of fence	24	12	19
				32.0	SENW, S of line fence	24	12	19
				20.0	SWNW	24	12	19
23.0	NWSW	24	12	19				
	6.0	NESE, N pt. & E. of drain	24	12	19			
	6.5	SENE, N of Big ditch	24	12	19			

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 BROCKLISS SLOUGH BRANCH OF WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.			
610	Jones Company West (cont'd)	Palmer Ranch	1854	32.0	S½SW, Sof Park & Bull dt.	13	12	19			
				10.0	SESE, same	14	12	19			
611	Bart Cary, from right bank in SE corner SE¼NW¼, Sec. 19, T. 12 N. R. 20 E.	Fred H. Dressler, Anna E. Dressler	1859	40.0	NWNE	24	12	19			
				8.0	SENE, N of line fence	24	12	19			
				20.0	SWNW, same	24	12	19			
				80.0	N½NW	24	12	19			
				40.0	E½NE, N&W of line fence	23	12	19			
612	Bart Cary, from right bank in SE corner SE¼NW¼, Sec. 19, T. 12 N. R. 20 E.	Dorothy B. Swensen, Elizabeth M. Gunn	1857	1.2	SENE, NW edge	19	12	20			
				38.6	NENW	19	12	20			
				7.6	NWNW, N of Brockliss Slough	19	12	20			
				13.1	SESE	18	12	20			
613	Bart Cary, from right bank in SE corner SE¼NW¼, Sec. 19, T. 12 N. R. 20 E.	William F. Schwake, Janet Schwake	1855	32.0	SWSW	18	12	20			
614				1857	8.0	NWNW	19	12	20		
615				1860	14.2	NWSW, W of B. Cary dit.	18	12	20		
						8.8	NWNW, NW corner N of Sl.	19	12	20	
						27.0	NESE	13	12	19	
						15.0	SWSE	13	12	19	
						38.0	SESE	13	12	19	
						13.0	NESE	13	12	19	
						2.6	NWNW	19	12	20	
						5.4	SWSW	18	12	20	
						6.0	SESE, SW corner	18	12	20	

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 BROCKLISS SLOUGH BRANCH OF WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Prior	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
616	Bart Carey (cont'd)	William F. Neddenriep, Lena H. Neddenriep	1861	17.1 1.0 8.6 21.3	SESW, W of Slough SWSW, NE corner NESW, W of Slough NWSW, W of Slough	18 18 18 18	12 12 12 12	20 20 20 20	
617	Park & Bull--from left bank in SW corner NE¼NW¼, Sec. 19, T. 12 N. R. 20 E.	William F. Schwake, Janet Schwake	1859	40.0	NWSE	13	12	19	
618			1867	10.5 39.5 25.0	NWNW, S of Slough NENE SWSE, W of Slough	19 24 13	12 12 12	20 19 19	
619		Fred H. Dressler, Anna E. Dressler	1854	128.0 35.0	SW, N of Jones Co. W. D.	13	12	19	
					E½SE, N of dit. E of Fen.	14	12	19	
620		William O. Tomerlin, James O. Tomerlin	1854	30.0	NWSE&E½SE, btw. P & Big Dits.	14	12	19	
621		Raymond M. Smith, Margeret May Smith	1855	32.0	NWNE, E of Pk & Bull D.	14	12	19	
622					12.0	E½NE, W of Big ditch	14	12	19
					23.0	SWNE, E of Pk & Bull D.	14	12	19
623		James Rolph, III, June Irene Rolph	1877	9.0	NENW, NE corner	14	12	19	
624		Arnold R. Trimmer, Annie I. Trimmer	1853	8.0	SWSW, E of Ditch	11	12	19	
				6.0	NWSW, E of Pk & Bull Dit.	11	12	19	
				40.0	NESW	11	12	19	
				6.0	SENW, S of line fence	11	12	19	



TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 BROCKLISS SLOUGH BRANCH OF WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
625	Park & Bull (cont'd)	Roland Dreyer, Joan P. Dreyer	1855	13.0	W $\frac{1}{2}$ W $\frac{1}{2}$ , E of dit. betw. fence	11	12	19
				19.0	E $\frac{1}{2}$ W $\frac{1}{2}$ , W of Big ditch	11	12	19
				14.0	E $\frac{1}{2}$ W $\frac{1}{2}$ , E of Big ditch	11	12	19
626			1877	19.0	E $\frac{1}{2}$ W $\frac{1}{2}$ , W of Big ditch	11	12	19
627		Melvin H. Schwake	1857	17.0	N $\frac{1}{2}$ NW, S end of ranch	11	12	19
628			1877	15.0	SWSW, middle of ranch	2	12	19
				8.5	SWSW, N end of ranch	2	12	19
				1.5	NWSW, NE cor. of ranch	2	12	19
629		O. M. Brockliss	1871	40.0	SESW	11	12	19
630		F. H. Dressler, Anna E. Dressler	1857	13.0	N $\frac{1}{2}$ NW, W of Bull drain	11	12	19
631			1877	11.0	SWSW, E of line fence	2	12	19
				4.0	NWSW, SE corner	2	12	19
				13.0	SESW, W of Big ditch	2	12	19
				17.0	N $\frac{1}{2}$ SW, W of Big ditch	2	12	19

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
BROCKLISS SLOUGH BRANCH OF WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
632	Hansen Dam--in NE corner SE¼NW¼, Sec. 13, T. 12 N. R. 19 E.--By two W side ditches diverting approximately 450' S of and above dam.	James A. Hussman, Katheryn Hussman, Robert L. Pruett, Margaret Pruett	1871	137.0	NW	13	12	19	
63				63.0	E½NE, W of Big ditch	14	12	19	
633		William R. Tomerlin, James O. Tomerlin	1857	7.0	SWSW, NE cor. E of Slg.	12	12	19	
634				20.0	S½SE, N part	11	12	19	
635				33.0	SWSW, W of Brock. Slg.	12	12	19	
635				58.0	S½SE	11	12	19	
636		By East side ditch diverting 50' S of and above said dam	Elizabeth Rabe Heirs	1855	8.0	E½NENW, N of Dam	13	12	19
					75.0	W½SE	12	12	19
					38.0	SWNE	12	12	19
					75.0	E½SW	12	12	19
	39.0				SENW	12	12	19	
	18.0				NWSW, E of new Brk. Slg.	12	12	19	
637	Lois Thran, Mildred Jenkins	1856	20.0	N½NWNE	13	12	19		
			17.0	W½NE, N of old Brk. Slg.	13	12	19		
638		1866	10.0	W½NE, same	13	12	19		
			20.0	E½NE, W 330 ft.	13	12	19		
639	Park Dam ditch--from left bank in NW¼SW¼, Sec. 12, T. 12 N., R. 19 E.	F. H. Dressler, Anna E. Dressler	1852	80.0	N½SE	11	12	19	
				80.0	W½NE	11	12	19	
				*	9.0	NENW, NE cor. A. W of Dr.	11	12	19
				*	19.0	SESW, E of Big ditch	2	12	19
				*	19.0	NESW, same	2	12	19
				*Alternate right in Big ditch (Bull drain)					

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 BROCKLISS SLOUGH BRANCH OF WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
640	Park Dam ditch (cont'd)	F. H. Dressler, Anna E. Dressler (cont'd)	1859	19.0	NWSW, W of old & new Brock Sloughs	12	12	19
				6.0	SWNW, W of new Brk. Slg.	12	12	19
				40.0	SENE	11	12	19
641	Park-Rabe, from right bank in NW¼SW¼, Sec. 12, T. 12 N., R. 19 E.	Lois Elizabeth Rabe Sarman	1857	10.0	W½SWNW, E of new Br. Slg.	12	12	19
				40.0	NENE	11	12	19
642	Hickey Nos. 1 & 3: No. 1 from E bk. 200 & 300 ft. above	F. Heise Land & Livestock	1857	75.0	W½SW, E of Brk. Slough	1	12	19
643	Upper Dam; No. 3 E bk. just above Lower Dam	Marjorie Ann Johnson Springmeyer	1857	5.0	E½SE, same	1	12	19
	Hickey Nos. 2 & 4: No. 2 from W. bk. 300 ft. above Upper Dam. No. 4 from W. bk. just above Lower Dam.			5.0	NWSW, W of Brk. Slough	1	12	19
	Upper Dam in SE pt SE¼SE¼, Sec. 2, T. 12 N., R. 19 E.			147.0	SE,W of Brock. Slough	2	12	19
	Lower Dam in NE pt. SE¼SE¼, Sec. 2, T. 12 N., R. 19 E.			26.0	E½SW, E part E of diagline fence NW	2	12	19

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
BROCKLISS SLOUGH BRANCH OF WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
644	Rodgers or Thompson--from left bank in SE corner SE¼NE¼, Sec. 2, T. 12 N., R. 19 E. just S of hiway.	Anna Feil, Harold E. Feil	1865	45.0	S½NW, E of slough	2	12	19
645			1874	2.5	N½NW, S. strip	2	12	19
646			1884	2.5	N½NW, S strip	2	12	19
647			1895	12.0	S½NW, W of slough	2	12	19
				1895	16.0	S½NW, same	2	12
648		Helen H. Hansen	1865	33.5	N½NW	2	12	19
649			1874	34.5	N½NW	2	12	19
650	Line, Center & Lower ditches-Line from W bk. on N side hiway in SE¼NE¼, Sec. 2, T. 12 N., R. 19 E. Center fr. W bk. abt. 480' N of hiway & just above Johnson Dam, in SE¼NE¼, 2-12-19. Lwr by cuts in E & W bks. opp. SE cor. NENE-2-12/10	Eugene W. Scossa, Alex Scossa, Margaret Knee	1859	157.0	NE	2	12	19
651	Hansen, from left bank in SW corner SE¼SE¼, Se . 35	H. F. Dangberg Land & Livestock Co.	1858	56.0	W½SE, S & W of Brock Sl.	35	13	19
652	T. 12 N., R. 19 E. 500 feet above Dangberg Dam	Helen Hansen, Hugh Hansen	1910	80.0	S½SW	35	13	19
				33.5	SESE	34	13	19

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 BROCKLISS SLOUGH BRANCH OF WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
653	Dangberg, from right or E bk. in SW corner SE¼SE¼, Sec. 35, T. 13 N., R. 19 E.	H. F. Dangberg Land & Livestock Co.	1858	140.0	E¼, btw. Brockliss Slg. & West Fork Carson	35	13	19
654	Supply, from right bank in SW corner NE¼NE¼, Sec. 35, T. 13 N., R. 19 E., 150½ above Supply Dam	Knox Van Dyke Johnson	1854	78.5	S¼NW, N of Brk. Slough	35	13	19
22.5				N¼SW, same	35	13	19	
14.2				NENW, S of line fence	35	13	19	
2.8				NWNW, same	35	13	19	
655		Laura Allerman Heirs	1854	30.0	S¼NE, N part	34	13	19
656				1863	42.0	S¼NE, S part	34	13
13798 657		William T. Sturgis	1854	17.2	NWNW, W¼	35	13	19
15.9				SWSW, W¼	26	13	19	
76.9				N¼NE, E of Brock Slg.	34	13	19	
50.0				S¼SE	27	13	19	
658	By cuts in bank of slough above Harvey Dam in SW part of SE¼SW¼, Sec. 35, T. 13 N., R. 19 E.	Knox Van Dyke Johnson	1863	56.5	N¼SW, S of Brock Slg.	35	13	19
				1.5	SWNW, same	35	13	19
659	Allerman Nos. 1 & 2 from N & S banks just above dam in SE corner SE¼NE¼, Sec. 34, T. 13 N., R. 19 E.	Laura Allerman Heirs	1910	34.2	NESE, N & S of slough	34	13	19
				10.9	NWSE, same	34	13	19

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES

BROCKLISS SLOUGH BRANCH OF WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
660	By cuts in left bank above Cosser Dam in NE pt. NE $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 34, T. 13 N., R. 19 E.	William T. Sturgis	1852	5.0	NENW & NWNE, W of Slg.	34	13	19	
				8.0	SWSE & SESW, same	27	13	19	
661	By Diversions in SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Sec. 27, T. 13 N., R. 19 E.	Milton E. Bacon	1857	53.0	E $\frac{1}{2}$ SE & SENE, W pt	27	13	19	
662	By Diversions in SW $\frac{1}{4}$ NE $\frac{1}{4}$ , Sec. 27, T. 13 N., R. 19 E.	Ernest Bartels Trust	1888	50.0	W $\frac{1}{2}$ NE, SWNE, E pt	27	13	19	
663	In SE $\frac{1}{4}$ , Sec. 22, T. 13 N., R. 19 E.	F. H. Ruppel	1857	41.0	SE	22	13	19	
664	Slaughter House Slough in SW $\frac{1}{4}$ NE $\frac{1}{4}$ , Sec. 15, T. 13 N., R. 19 E., by dams 1, 5, 4 & present dam	Arnold R. Trimmer, Annie I. Trimmer	*	1852	21.84	NWSE	10	13	19
				*	0.83	NESE, NW edge	10	13	19
					5.11	SWSE, SW corner	10	13	19
					0.04	SWSE, SE corner	10	13	19
					1.28	NESE, NW corner	10	13	19
					7.66	SWNE, SE part	10	13	19
					3.24	NWSE, NE corner	10	13	19
					14.51	SWSE	10	13	19
					1.25	SESW, SE corner	10	13	19
					1.36	NENW, NE corner	15	13	19
665			*	1855	14.39	NENW, just W of Slg.	15	13	19
				*	5.86	NWNE, NE corner	15	13	19
				*					

\*Has alternate right of 1914 by Long Pond Ditch below by pump

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 BROCKLISS SLOUGH BRANCH OF WEST FORK - CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
666	Long Pond ditch-- from left bank of slough by Pump in SW corner of NW¼SE¼, Sec. 15, T. 13 N., R. 19 E.		1914	Additional area by Pump:- 6.17 22.27 1.78 1.00 29.26 2.08 1.24	NWNW, NE corner NENW SWSE SWSW, SE corner SESW NWSE NESW	15 15 10 10 10 10 10	13 13 13 13 13 13 13	19 19 19 19 19 19 19

**TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
MAIN CARSON RIVER IN DOUGLAS COUNTY, CARSON VALLEY, NEVADA**

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
Electric Pump Diversions in place of old ditch diversions									
667	By Pump on left bank of right fork SW½SW½, Sec. 11, T. 13 N., R. 19 E.	J. H. McConnell, H. A. Wysatta, Fidel G. Sevilla, L. J. Athnour, Terry M. Terry, T. B. Spinella, M. T. Fuffman, Wilma L. Elmore, H. B. Elmore	1896	3.8 14.5 1.5	SESW on island SWSW on island NWSW on island	11 11 11	13 13 13	19 19 19	
(Change from ditch of 96 priority to pump in 1913)									
668	By Pump on right bank in SW½NW½, Sec. 11, T. 13 N., R. 19 E.	R. Bruce Braun, Irene R. Braun	1862	8.0 10.0 40.0 20.0	SWNW, N part SENW, NW corner NWNW NENW, W½	11 11 11 11	13 13 13 13	19 19 19 19	
53444	669	Pump No. 1 on right bank in NE½NE½, Sec. 10, T. 13 N., R. 19 E.	Harvey's James Canyon Ranch	1852	13.34	NENE	10	13	19
53445	670	Pump No. 2 on right bank in SE½SE½, Sec. 3, T. 13 N., R. 19 E.		1860	5.50 7.03 16.08 4.82	NENE NESE SESE SESE	10 3 3 3	13 13 13 13	19 19 19 19
53447	671			1870	33.25 15.78 5.09	SWSW NWSW NWSW	2 2 2	13 13 13	19 19 19
53448	671a	Graham Hollister, Janet Davis Hollister	1870	8.67 15.90	SESW NESW	2 2	13 13	19 19	
56695	672	Pump No. 1 on W bank in NW½NE½, Sec. 10, T. 13 N., R. 19 E.	Graham Hollister, Janet Davis Hollister	1852	1.39 16.97 1.40 7.29 4.20 13.79 6.21 11.58 4.56	NENE NENE SESE SWSE SWSE NESE SENE SENE E½SE	10 10 3 3 3 3 3 3 3	13 13 13 13 13 13 13 13 13	19 19 19 19 19 19 19 19 19
57248									
57249									

67.33



TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 MAIN CARSON RIVER IN DOUGLAS COUNTY, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
56951 57248 57249	Pumps (cont'd)	Graham Hollister, Janet Davis Hollister (cont'd)	1860	27.75	NWNE ✓	10	13	19
				1.52	SENE	10	13	19
				17.68	SENE	10	13	19
				5.83	SWNE	10	13	19
				4.18	NWSE	3	13	19
				1.02	SWNE	3	13	19
674	Pumps on W bank of Main Carson near center SW¼NW¼, Sec. 2, T. 13 N., R. 19 E. Pump No. 2 on Old channel in NE corner SE¼NE¼	Rufus W. Adams	1852	5.40	SWNW	2	13	19
				2.80	SWNW	2	13	19
				2.20	NWNW	2	13	19
				17.50	NWNW	2	13	19
				9.70	SENE	3	13	19
				31.31	NENE	3	13	19
				2.70	SWSW	35	14	19
				4.63	SWSW	35	14	19
675	Sec. 3, T. 13 N., R. 19 E.		1860	15.59	SESE	34	14	19
676	Pump on W bank in NW part of NE¼NW¼ Sec. 2, T. 13 N., R. 14 E.	Harvey's James Canyon Ranch	1852	21.17	NWSW	35	14	19
				4.09	SWSW	35	14	19
				21.50	NESW	35	14	19
				2.70	SESW	35	14	19
677			1858	10.65	SWSW	35	14	19
				9.99	NWSW	35	14	19
				3.60	NESE	34	14	19
				3.56	SESE	34	14	19
678			1860	12.64	SWSW	35	14	19
				5.15	SESW	35	14	19

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 MAIN CARSON RIVER IN DOUGLAS COUNTY, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
3449 679	Pump, on W bank, in NW Cor. of NW¼SE¼ Sec. 35, T. 14 N., R. 19 E.	Harvey's James Canyon Ranch (cont'd)	1862	14.00	SE <sup>1</sup> / <sub>4</sub> SW, W of Old Channel	35	14	19
				16.00	SW <sup>1</sup> / <sub>4</sub> SW, SE half	35	14	19
				4.00	NENW, SE cor.	35	14	19
				20.00	NWNE	35	14	19
				9.00	NENE	35	14	19
				24.28	E½SE	26	14	19
				30.72	E½SE	26	14	19
				13.00	SWSW	25	14	19
				27.69	NWSW	25	14	19
				2.31	NWSW	25	14	19
				2.09	N½SW, N pt. N & W of ch.	35	14	19
				4.84	SE <sup>1</sup> / <sub>4</sub> SW, W of old chan.	35	14	19
				0.49	SE <sup>1</sup> / <sub>4</sub> SW, same	35	14	19
				13.99	SW <sup>1</sup> / <sub>4</sub> SW, SE half	35	14	19
				1.52	SW <sup>1</sup> / <sub>4</sub> SW, same	35	14	19
				12.59	NENW, SE cor.	35	14	19
				8.57	NWNE, N of old chan.	35	14	19
				5.00	NWNE, same	35	14	19
				13.86	NENE, N of old chan.	35	14	19
				2.50	SWSE, SE part	26	14	19
				22.29	SWSE, same	26	14	19
				9.24	NWSE, SE cor.	26	14	19
				19.33	E½SE	26	14	19
				3.65	SWNE, NW cor. W of chan.	35	14	19
				0.48	SENE, SE cor.	26	14	19

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 MAIN CARSON RIVER IN DOUGLAS COUNTY CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
679	Pumps (cont'd)	Harvey's James Canyon Ranch (cont'd)	1862 (cont'd)	0.17 0.08 0.37	NWSW, SE cor. SWNW, SW cor. NWNW, NW cor. W of chan.	25 25 36	14 14 14	19 19 19
680	Pump, on N bank of W branch of River near center of NE½SW½, Sec. 25, T. 14 N., R. 19 E.	United States of America, Bureau of Indian Affairs	1861	170.0	NESW SENW, W½NE, NWSE, E½NE	25	14	19

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 MAIN CARSON RIVER DITCHES, CARSON VALLEY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
43825 46525 51315 43826 46526 51316 43827 46527 51317 46530 51320 681	Dams and Ditches replacing Old Averill, Schulz, Cradlebaugh, and other ditches and Diddinging Dam	H. F. Dangberg Land and Livestock Co.	1860	120.0	Kirman Tract	8	14	20
682			1862	130.0		17	14	20
683			1863	115.0		18	14	20
684			1865	135.0		19	14	20
685			1871	218.8		20	14	20
							29	14
					30	14	20	

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 MAIN CARSON RIVER IN ORMSBY COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
686	Mexican--from left bank in NE part of NE¼SW¼, Sec. 35, T. 15 N., R. 20 E.	Dr. E. D. S. Merchant, Bertha M. Merchant	1860	6.39	NESW, N end E of ditch	26	15	20	
687				15.39	SENW, same	26	15	20	
				1.70	NENW, SW Corner	26	15	20	
688			1.52	NWNW, SE Corner	26	15	20		
			2.00	SWNW, NE Corner	26	15	20		
689			8.00	NENW, W part	26	15	20		
			5.00	SENW	26	15	20		
690			15.00	NENW, W part	26	15	20		
			18.00	E½NW, NW part	26	15	20		
691			D. A. Anderson, Willie M. Anderson, I. R. Anderson, Jeanne E. Anderson, Glenn V. Bailey, Etha M. Bailey	1911	3.40	NESW, S end E of ditch	26	15	20
					13.06	NESW, W of ditch by pump	26	15	20
					3.26	SENW, NE Corner	26	15	20
					7.34	SENW, W of ditch by pump	26	15	20
					5.44	SWNW, same	26	15	20
					10.88	NENW, E part	26	15	20
	10.68	NWNW, NW Corner			26	15	20		
	7.96	NWNW, W of ditch by pump			26	15	20		
	0.10	NWSW, E edge, by pump			26	15	20		
	0.05	SWNE, NW Corner			26	15	20		
	1.43	NWNE, W edge	26	15	20				
	<del>12.60</del>								
	30.22	NWSW	23	15	20				
	19.78	NESE	22	15	20				
	19.66	NESE	22	15	20				
	<del>29.24</del>								

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 MAIN CARSON RIVER IN ORMSBY COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.			
692	Mexican (cont'd)	Dr. E. D. S. Merchant, Bertha M. Merchant	1910	6.41	NENE, NE Corner	27	15	20			
				11.49	NENE, SE part by pump	27	15	20			
693						26.59	SESE, E of ditch	22	15	20	
						5.51	SESE, W part by pump	22	15	20	
					1914	9.24	NENE	27	15	20	
						5.00	SESE	22	15	20	
694			D. A. Anderson, Willie M. Anderson, I. R. Anderson, Jeanne Anderson		1860	18.0	SESE, below Mex. Ditch	15	15	20	
695						1869	11.0	SENE, N strip	22	15	20
							37.9	NENE	22	15	20
							1.0	SWNW, NW Corner	23	15	20
						9.1	NWNW, W edge	23	15	20	
696						1911	29.0	SENE, S part	22	15	20
							6.5	NESW, W edge	23	15	20
							39.0	SWNW	23	15	20
							26.1	SENE, W of river	23	15	20
							29.1	NWNW	23	15	20
					37.2	NENW	23	15	20		
					18.8	NWSE, N & below ditch	22	15	20		
					0.5	NESW, same	22	15	20		
				39.8	SWNE	22	15	20			
			5.4	SENE, E & below ditch	22	15	20				
			11.7	NWNE, SE Corner	22	15	20				
			1911	By Pump in NWNE-22:-							
				0.2	NESW, NE Corner	22	15	20			
				13.5	SENE, E of County Rd.	22	15	20			
				8.3	NENW, SE Corner	22	15	20			
				11.4	NWNE, strip abv. Mex. D.	22	15	20			

CARSON RIVER  
IN THE DISTRICT COURT OF THE UNITED STATES  
IN AND FOR  
THE DISTRICT OF NEVADA  
IN EQUITY, DOCKET NO. D-183  
THE UNITED STATES OF AMERICA, PLAINTIFF  
VS  
ALPINE LAND & RESERVOIR COMPANY,  
A CORPORATION, ET AL., DEFENDANTS

WATER MASTER  
CLAUDE DUKES  
290 SOUTH ARLINGTON AVENUE  
P.O. BOX 3571  
RENO, NEVADA 89505  
PHONE 784-5241

TRUCKEE RIVER  
IN THE DISTRICT COURT OF THE UNITED STATES  
IN AND FOR  
THE DISTRICT OF NEVADA  
IN EQUITY, DOCKET NO. A3  
THE UNITED STATES OF AMERICA, PLAINTIFF  
VS  
ORR WATER DITCH COMPANY, ET AL., DEFENDANTS

September 12, 1984

Audrey Bell Vincent  
P. O. Box 44  
Carson City, Nv. 89701

*Carson  
River  
Records*

RE: Right No. 703

Dear Ms. Vincent:

We have corrected the discrepancy brought to our attention by your letter of September 4, 1984.

The records in this office for Claim No. 703 now read:

SENE 37.27 and SWNE 11.38

Thank you for bringing this to our attention.

Sincerely,

*Garry W. Stone*  
GARRY STONE  
Acting Water Master

GS/da

cc: Ted Kolbe

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
MAIN CARSON RIVER IN ORMSBY COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions % of % of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
38277 697 698	Mexican (cont'd)	Lynn Armstrong	1862	9.15	NESE, E edge	15	15	20	
			1911	2.30	NESE, E of above	15	15	20	
				3.40	NESE, NW Corner	15	15	20	
				4.42	NWSE, NE Cor. below ditch	15	15	20	
			By Pump in	NESE:-					
			1911	18.73	NESE, high cen. pt	15	15	20	
				2.26	NESE, SE Cor. abv. Ditch	15	15	20	
				1.99	NWSE, SE Corner	15	15	20	
				<u>42.25</u>					
699 700		Lynn Armstrong	1899	76.0	SW	14	15	20	
			1905	72.32	SW	14	15	20	
701		Melvin C. Hendershot, Patricia N. Hendershot	1884	38.49	SWNW	14	15	20	
702			1897	32.30	SENW	14	15	20	
703		W. J. Swail	1897	5.00	SENW	14	15	20	
2940 50632 53647 43415	704	Michael Darling, Charles Darling, John Blake Darling, Alec Thomas Dotson, Carolyn L. Dotson  <i>For division see file 43415 Rms 1-16-85</i>	1911	33.05	NENE	15	15	20	
				<del>37.27</del>	SENE	15	15	20	
				<del>20.38</del>	SWNE	15	15	20	
				0.28	NWNE	15	15	20	
				62.6	N $\frac{1}{2}$ NW $\frac{1}{4}$ , W of river	14	15	20	
				11.6	NENW, E of river	14	15	20	
				20.9	SESW, W of river	11	15	20	
				30.7	SENW -	11	15	20	
				16.2	SWNE, N of river	11	15	20	
				17.4	SWNE, S of river	11	15	20	
	16.8	NESW, E of river	11	15	20				
	17.4	SESW, E of river	11	15	20				



TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 MAIN CARSON RIVER IN ORMSBY COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
50632 52605	Mexican (cont'd)	Michael Darling, Charles Darling, John Blake Darling, Alec Thomas Dotson, Carolyn L. Dotson (cont'd)	1861	15.0	E½SE¼, W of Mex.	10	15	20
			1861	18.0	Dit. E½SE¼, E of Mex.	10	15	20
			1861	30.7	Dit. E½SE¼, N. pt.	10	15	20
			1861	15.0	SWSW, S. part	11	15	20
			1861	23.0	SWSW	11	15	20
			1900	3.0	SENE, SE Cor.	10	15	20
			1900	9.8	NWSW, W. of old Rd.	11	15	20
			1900	10.0	NWSW, E. of old Rd.	11	15	20
			1900	7.4	NWSW, E. of old Rd.	11	15	20
			1900	5.0 <del>22.5</del>	SWNW, SE. Cor.	11	15	20
707	Pump in East bank in NW¼NE¼, Sec. 35, T. 15 N., R. 20 E.	Dr. E. D. S. Merchant, Bertha Merchant	1915	4.62	SWNE	26	15	20
				4.71	NWSE	26	15	20
708		John Ellisonsdoherry	1915	9.02	SWSE	26	15	20
				7.70	NWNE	35	15	20
709	Lloyd--from right bank in SE Corner	D. Anderson, Willie M. Anderson, R. Anderson, Jeanne Anderson	1899	33.00	SWSW	23	15	20
710	NW¼BW¼, Sec. 35, T. 15 N., R. 20 E.		1905	17.00	SESW	23	15	20
				1.26	SESW	23	15	20
				3.86	NWSW	23	15	20

THERE ARE NO MORE WATER RIGHTS APPURTENANT TO THE NW¼SW¼ OF SECTION 11, DUE TO CHANGE APPS. TEG 12-18-91

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 MAIN CARSON RIVER IN ORMSBY COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
711	Morgan Mill Ditch-- NW¼ Sec. 11, T. 15 N., R. 20 E.	David Lantry, John Mongolo, Nevada Title Guarantee Co.	-		is entitled--as successor in interest to Union Mill & Mining Co. to divert water from the Carson River into Morgan Mill ditch in an amount not in excess of 120 cubic feet per second flow during the period October 2nd to June 30th of the following year for use between the point of diversion and point of return to stream in NE¼ Sec. 11, T. 15 N., R. 20 E., into Brunswick Mill ditch.			
712	Brunswick Mill Dam-- in NE¼SW¼, Sec. 12, T. 15 N., R. 20 E.		-		in an amount not to exceed 120 cubic feet per second flow for the period October 2nd to June 30th of the following year for use between the point of diversion and point of return to the stream, a distance of 2900 feet.			
713	Merrimac Mill Dam-- in SE¼SE¼, Sec. 12, T. 15 N., R. 20 E.		-		into Merrimac Mill ditch in an amount not in excess of 120 cubic feet per second flow for the period October 2nd to June 30th of the following year for use between the point of return to the stream, a distance of 2080 feet.			
714	Franklin Mill--in NW¼SW¼, Sec. 34, T. 16 N., R. 20 E.		-		into Franklin Mill ditch in an amount not in excess of 120 cubic feet per second flow for the period October 2nd to June 30th of the following year for use between the point of diversion and point of return to the stream, a distance of 1910 feet.			
					The priority of use is 1860. Water so diverted must be returned to the stream unimpaired in quality			

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
MAIN CARSON RIVER DITCHES IN LYON COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.		
44601 60340	Rose or Birdell or Douglass or Dayton Town--from North bank in NW Corner NE½NE½, Sec. 4, T. 15 N., R. 21 E.	John D. Winters, Kathleen M. Winters	1872		For Dayton town water supply, amount 15% conveyance loss in ditch--					
716			1906	5.6	SENE, SE Corner	27	16	21		
					29.0	NESE, W of Woodworth D.	27	16	21	
						1.0	NESE, SE Cor. E of Woodworth D.	27	16	21
717				1918	5.5	NWSE, SE Corner	27	16	21	
						1.0	SWSE, NE Corner	27	16	21
						4.5	SESE, NW Cor. W. Woodworth D.	27	16	21
						3.0	SESE, NE Cor. E. Woodworth D.	27	16	21
718				1865	4.0	NWNW, SE Corner & NENW, cent. W side	26	16	21	
719				1875	36.0	NENW, SW pt.; SENW NE pt.; NWNE, SW Corner	26	16	21	
720			1898	3.0	SENE, central part	26	16	21		
44602	Woodworth or Ophir--from North bank in SW Corner NW½NE½, Sec. 34, T. 16 N., R. 21 E.  Alternate right by Rose Ditch	Lyon County Nevada (Town of Dayton) <i>John D. Winters, Kathleen M. Winters See stipulation of 2/20/14 Ag 80</i>	1859	2.0	SWSW, N edge	26	16	21		
721					32.4	NWSW	26	16	21	
						10.6	SWNW, S part	26	16	21
722				1906	13.4	SWNW, N part S of RR	26	16	21	
						6.0	NESW, NW Corner	26	16	21
44603				2.0	NESE, E edge	27	16	21		

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
MAIN CARSON RIVER DITCHES IN LYON COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
53289 55418	723 Dayton Ditch Co., or Dayton Irrigating or Randall-- from right bank in NE part, NW¼NW¼, Sec. 34, T. 16 N., R. 21 E.	W. E. Herrman, Fern Herrman	1877	5.0	SWSE	18	16	22
33.0				NWNW	19	16	22	
33.0				NENW	19	16	22	
18.0				SWSW	18	16	22	
38.0				SESW	18	16	22	
18.0				NESW	18	16	22	
47.0				N½SE	18	16	22	
24.0				SENE	18	16	22	
53290 55417	724		1886	10.0	NESE	18	16	22
60.0				S½SE	18	16	22	
53291	725		1905	42.0	N½NE	19	16	22
7.0				SESE, SE Corner	18	16	22	
20.0				NENE, E part	19	16	22	
	726	Camille M. Pradere, Mrs. C. Thompson	1886	9.4	NWNE, S part	19	16	22
				15.0	SWSE	23	16	21
				1.0	SESW, SE Corner	23	16	21
				8.0	NWNE, NW Corner	26	16	21
	727	Joe Ricci, Olinto Ricci	1862	4.0	NENW, NE Corner	26	16	21
				0.8	NESW, NE Corner	26	16	21
				4.0	SENE, SE Corner	26	16	21
				19.0	SWNE, btw. Ditch & River	26	16	21
				8.0	SENE, N of Ditch	26	16	21
				13.3	NWNE, E of River	26	16	21
				18.0	NENE, S of diag. fence	26	16	21
	0.9	SWNW, NW Corner	25	16	21			
	1.0	NWNW, SW Corner	25	16	21			

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
MAIN CARSON RIVER DITCHES IN LYON COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.		
728	Barrett--from right bank in South part, NE¼SW¼, Sec. 26, T. 16 N., R. 21 E., 100 feet below Fish diversion Alternate right in Fish Ditch.	Joe Ricci, Olinto Ricci	1862	6.1	NWNW, W side	26	16	21		
				20.2	NENE	26	16	21		
				2.6	NWNE	26	16	21		
				27.1	SESE	23	16	21		
				1.0	SWSE	23	16	21		
				7.6	NESE, betw ditches	23	16	21		
729			1900	2.9	SESE	23	16	21		
730	Rock Point--from left bank in SE	R. M. Hotaling	1860	2.5	SWNE, Dayton lots	23	16	21		
731	part, SW¼SE¼, Sec. 23, T. 16 N., R. 21 E.	Albert Perkins	1880	4.0	NWNE, E part	23	16	21		
732			1893	4.0	NENE	23	16	21		
733			1898	6.0	NENE	23	16	21		
734	Baroni or John Ghiglieri or Cuneo and Ghiglieri or Peter Quilici--from East bank in West part, SE¼SE¼, Sec. 23, T. 16 N., R. 21 E.	John De Runtz u/c to Gary H. Todd, a married man, John De Runtz u/c to Gregg L. Todd, a married man, John De Runtz u/c to Walter H. Todd, a married man, John De Runtz u/c to Venus E. Todd, Margaret Hollister De Runtz u/c to Gary H. Todd, a married man, Margaret Hollister De Runtz u/c to Gregg L. Todd, a married man, Margaret Hollister De Runtz u/c to Walter H. Todd, a married man, Margaret Hollister De Runtz u/c to Venus E. Todd, Gary H. Todd, a married man, u/c Cecil L. Holley, Gary H. Todd, a married man, u/c Wanda Holley, Gregg L. Todd, a married man, u/c Cecil L. Holley, Gregg L. Todd, a married man, u/c Wanda Holley, Venus E. Todd, a married woman, u/c Cecil L. Holley, Venus E. Todd u/c Wanda Holley, Walter H. Todd, a married man u/c Cecil Holley, Walter H. Todd, a married man u/c Wanda Holley	1863	17.8	SENE	13	16	21		
				1.2	SWNW, E of River	13	16	21		
				16.0	NWSW, N part	13	16	21		
				30.0	NESW	13	16	21		
				10.0	NWSE, W of line fence	13	16	21		
735					1876	3.0	NESW, NW Corner	13	16	21
				10.0	NWSW, S part	13	16	21		
736					1895	3.0	NESW, S part	13	16	21
				2.99	NWSE, S of line fence	13	16	21		
				2.01	SWSE, NW Corner	13	16	21		

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 MAIN CARSON RIVER DITCHES IN LYON COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.		
737	Baroni (cont'd)	De Runtz, et al. (cont'd)	1904	3.0	NESW, S part	13	16	21		
738			1915	2.0	SESW, N strip	13	16	21		
739			1916	3.63	SWSW	13	16	21		
			11.37	SESW	13	16	21			
			0.66	NESE	13	16	21			
			4.21	NWSE	13	16	21			
			12.64	SESE	13	16	21			
			21.32	SWSE	13	16	21			
			2.25	SESW	13	16	21			
740			Quilici Ranch, Inc.*	1863	3.76	SWSW	13	16	21	
49179 50954					741	1.5	NENW, SE cor.	13	16	21
						6.0	SESW, NE cor.	13	16	21
						9.0	NWNE, S part	13	16	21
	37.5	SWNE				13	16	21		
	11.0	NWSE, N part				13	16	21		
	10.0	NESE, NW cor.				13	16	21		
	12.0	SENE, W part				13	16	21		
	1875	3.0				NWNE, SE cor.	13	16	21	
	1886	3.5				NESE, SE cor.	13	16	21	
	25.5	SENE				13	16	21		
742	1904	1.5			NWSW, NW cor.	18	16	21		
743		1.5			SWNW, SW cor.	18	16	22		
		6.0			NENE, SW cor.	13	16	21		
744		1905			5.4	SESW, E part	13	16	21	
		2.5			NWNE, S part	13	16	21		
		14.7			NWSE, W part	13	16	21		
			8.2	NESE, NE part	13	16	21			
		0.5	SENE, W part	13	16	21				

\*Have alternate right in John Ghiglieri Ditch now diverting from E bank in NE corner, SE¼SE¼ Sec. 14, T. 16 N., R. 21 E.

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 MAIN CARSON RIVER DITCHES IN LYON COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
745	Baroni (cont'd)          Alternate right, John Ghiglieri Ditch	Quilici Ranch, Inc.* (cont'd)          *Have alternate right in John Ghiglieri Ditch now diverting from E bank in NE corner, SE½SE½ Sec. 14, T. 16 N., R. 21 E.	1905 (cont'd)	15.2	NENE, SE part	13	16	21
				0.3	NESW, NE cor.	13	16	21
				5.0	SWNW, SW cor.	18	16	22
				35.6	NWNW	18	16	22
				3.5	NENW, NW cor.	18	16	22
				7.5	SWSW, S part	7	16	22
				1.0	SESW, SW cor.	7	16	22
				5.06	NWSE, SE pt, N of Dit.	13	16	21
				2.18	NESE, high central part	13	16	21
				3.48	NESE, same	13	16	21
				238.12				
746	Frugoli or Rock Point Irrigation or Depaoli and Ceresola--in S pt. of NE½NE½, Sec. 23, T. 16 N., R. 21 E.	Allran, Incorporated	1862	0.4	NENW, NW cor.	13	16	21
				3.6	NWNE, N edge	13	16	21
				4.5	SWSW, SE cor.	12	16	21
				17.0	SESW	12	16	21
				4.0	NESW, S edge	12	16	21
				38.0	SWSE	12	16	21
				34.0	NWSE	12	16	21
				12.0	SESE, W part	12	16	21
				2.5	NESE, SW cor.	12	16	21
				1896	7.0	NWNW, central part	13	16
12.0	SESW	12	16		21			

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 MAIN CARSON RIVER DITCHES IN LYON COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
747	Frugoli (cont'd)	Allran, Incorporated (cont'd)	1905	2.0 0.5 0.6 16.1 10.8 0.9 0.9 0.1 4.8	SENE, NE cor. NENE, SE cor. SWNW, NW cor. NWNW NENW NESW, S edge SWSE, S edge NWSE SESW, S edge	14 14 13 13 13 12 12 12 12	16 16 16 16 16 16 16 16 16	21 21 21 21 21 21 21 21 21
748	Upper Cardelli-- from W bank in NE corner, SE¼SE¼, Sec. 14, T. 16 N., R. 21 E.	William Eital	1864	2.0 16.0 12.0	SENE, SE cor. NESE, N part SWNW, SE & SW pt.	12 12 7	16 16 16	21 21 22
749			1877	5.0 14.0 17.7 2.3 3.0 0.6 32.5 3.1 3.5 2.3 1.5 1.7	NWSW NESE, S part NWSW SENW, W edge SWNW, E edge NENW, cent. E edge NWNE NENE, W edge SWSE, SE cor. SESE, SW cor. SWNE, E of ditches NWSE, E of line fences	7 12 7 7 7 7 7 7 6 6 12 12	16 16 16 16 16 16 16 16 16 16 16 16	22 21 22 22 22 22 22 22 22 22 21 21
750			1903	3.9 1.2 7.5 7.0 5.2	SENE, SE & SW pt. SESE, cent N side NWNW, S side SWNW, N part NWSW, N of trees	12 12 7 7 7	16 16 16 16 16	21 21 22 22 22



TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 MAIN CARSON RIVER DITCHES IN LYON COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.		
751	Upper Cardelli (cont'd)	Borda Land & Sheep Company Edward C. & Charney Allred (Alpine Decree Easement, updated 4-19-98. See transfer file)	1877	27.0	SWSE, cent. part	33	17	22		
				11.7	NWSE, SE part	33	17	22		
				2.3	NESE, SW cor.	33	17	22		
752					1905	4.0	SESE, NW cor.	33	17	22
				17.3		NESW, W of River	5	16	22	
				2.9		NESW, E of River	5	16	22	
				32.8		NWSE, same	5	16	22	
				9.6		SWNE, same	5	16	22	
				0.4		NESE, same	5	16	22	
753	Allran Incorporated		1877	5.4	SWNE, triangle W edge	34	17	22		
754					1881	20.0	NWNW, N low. Card. Ditch	4	16	22
			18.0			NENW, N low. Card. Ditch	4	16	22	
			0.5			NENW, S low. Card. Ditch	4	16	22	
			2.8			NWNE, NW cor.	4	16	22	
			6.6			SWSW, SE cor.	33	17	22	
			25.7			SESW, S of Ditch	33	17	22	
			7.4			SWSE, W of Mariani F.	33	17	22	
						15.5	NWNE, S of Low. Card. D.	4	16	22
			0.4	SWSE, W of Borda Fen.	33	17	22			
	3.4	SWSE, E & S of Borda Fen.	33	17	22					
	7.9	SESE, S of Borda Fen.	33	17	22					

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
MAIN CARSON RIVER DITCHES IN LYON COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions % of % of Section unless otherwise specified	Sec.	Twp. N.	R. E.		
755	Upper Cardelli (cont'd)	Allran, Incorporated (cont'd)	1888	4.2	SESE, NE cor.	33	17	22		
				11.5	NWSW, N of Low. Card. D.	34	17	22		
				1.1	NESW, N of Low. Card. D.	34	17	22		
				0.7	SWNW, E edge	34	17	22		
				12.7	SENE, SW cor.	34	17	22		
756					4.8	NESE, SE cor.	33	17	22	
757					10.0	SENE, SE corner	34	17	22	
					5.1	SESE, S of Low. Card. Ditch	33	17	22	
758				Joseph Chaves, Dorothy Chaves	1877	10.6	SWNE, N of Low. Card. Ditch	34	17	22
						13.8	SENE, N & E of Low. Card. Ditch	34	17	22
759		1888	6.0			SWNE, NW part	34	17	22	
760		1891	10.0			NENE, S part	34	17	22	
761		1902	2.0			SWNE, N part	34	17	22	
			1.5			NWNE, SE cor.	34	17	22	
			0.5			NENE, S part	34	17	22	
	John Ghiglieri-- from E bank in NE corner, SE $\frac{1}{2}$ SE $\frac{1}{2}$ , Sec. 14, T. 16 N., R. 21 E.	Quilici Ranch, Incorporated	See under Alternate Right in Baroni Ditch, pps. 130-131.							

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 MAIN CARSON RIVER DITCHES IN LYON COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
762	Gee from right bank in N side of SE½NW¼, Sec. 13, T. 16 N., R. 21 E.	Edwin D. Heidenreich, Henry E. Heidenreich, Roy F. Heidenreich, George Minor	1864	5.7	NESW, NE cor. N & S of rd	7	16	22
				4.3	SENE, SE cor.	7	16	22
				9.0	NWSE, W pt. N & S	7	16	22
				29.0	SENE	7	16	22
				5.0	NENE, E strip	7	16	22
				26.0	SWNW	8	16	22
				22.0	NWNW, SW part	8	16	22
				3.5	SWSE, N of Dit. E of Fen.	7	16	22
				20.0	NWSE, S part	7	16	22
				4.7	SWSE, E of new fence	7	16	22
763			1871	1.0	NWSE, SW cor.	7	16	22
				3.7	NWSE, N of rd, E part	7	16	22
764			1900	10.0	NESW, E & S of rd	7	16	22
				3.3	SENE, N of old right	7	16	22
				5.0	NESE, btw. cor. & dit.	7	16	22
				28.0	SWNE	7	16	22
				7.6	SENE, W of old right	7	16	22
765			1902	2.5	SWSE, N of Dit., NE Cor.	7	16	22
766			1905	6.0	NWSE	7	16	22
				22.5	SESW, E of rd. S of dit.	7	16	22

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 MAIN CARSON RIVER DITCHES OF LYON COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.		
767	Lower Cardelli or Cardelli Irrigation from W bank in SW part SE½NE½, Sec. 5, T. 16 N., R. 22 E.  Alternate use from Upper Cardelli	Allran, Incorporated	1881	1.0	NWNW, SE cor. N of River	4	16	22		
				14.4	NENW, btw. Riv. & Ditch	4	16	22		
				3.9	NWNE, W edge bel. ben.	4	16	22		
				14.8	S½SW, N of low. lat. dit.	34	17	22		
				16.8	NWSW, all below dit.	34	17	22		
				10.0	NESW, W part	34	17	22		
				12.5	NESW, W pt. W of Slough	34	17	22		
768					1905	8.8	SESE, low bottom	33	17	22
						6.1	SWSW, SW cor, N of River	34	17	22
769					Joseph Chaves, Dorothy Chaves	1877	14.0	SWNE, S of Low. Card. Dit.	34	17
	3.2	SENE, S of Low. Card. Dit.	34	17			22			
770		1881	0.4	NESW, NE cor. S of Dit.			34	17	22	
	17.0	SENE, btw. Low. Card. Dit.	34	17			22			
	15.0	NWSE, N of Koch Dit.	34	17			22			
771			1888	0.8	SENW, SE cor. S of Dit.	34	17	22		

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
MAIN CARSON RIVER DITCHES IN LYON COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.				
772	Koch--from north bank in SE corner SE½SE½, Sec. 33, T. 17 N., R. 22 E.	Joseph Chaves, Dorothy Chaves (cont'd)	1863	5.0	SWNW, S part	36	17	22				
				5.0	NWSW, N part	36	17	22				
				5.0	SENE, SW cor.	36	17	22				
				30.0	NESW	36	17	22				
				5.0	NWSE	36	17	22				
				18.0	NESE	36	17	22				
				9.7	SESE, N of River	36	17	22				
				15.3	SESE, S of River	36	17	22				
				3.8	NWNW	6	16	23				
				9.1	SWSW	31	17	23				
				6.0	NESW	31	17	23				
				10.0	SESW	31	17	23				
				10.0	NWSE	31	17	23				
				6.0	SWSE, N of River	31	17	23				
				5.0	SWSE, S of River	36	17	22				
				3.4	NENE	1	16	22				
				13.7	SWSW, S of River	31	17	23				
				773			1885	1.4	NESW	36	17	22
								0.1	SWSW	36	17	22
								0.7	SESW	36	17	22
17.8	NWSE	36	17					22				
2.0	SWSE, N of River	36	17					22				
0.9	SWSE, S of River	36	17					22				
0.8	SESE, S of River	36	17					22				
3.3	SWSW, S of River	31	17					22				
2.0	NWSW, SW corner	31	17					23				
5.0	SWNW	36	17					22				
774			1888	10.0	NWSW	36	17	22				
				8.8	NESE NE corner	35	17	22				
775			1901	4.0	SENE, SE corner	35	17	22				
				11.9	NWSW	36	17	22				
				5.3	SWNW	36	17	22				

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 MAIN CARSON RIVER DITCHES IN LYON COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
776	Houghman & Howard S Side or No. 2 from S bank in W side, NE½SE½, Sec. 4, T. 16 N., R. 23 E.	Hodges Transportation, Incorporated	1864	19.78	SWNE	3	16	23
				3.20	NWNE	3	16	23
				19.20	NENE	3	16	23
				6.88	NWNW	2	16	23
				22.00	SESW	35	17	23
				2.94	SWSE	35	17	23
				1.00	SWSW	35	17	23
777			1878	Above originally through Monseau Ditch				
				4.5	NESW	3	16	23
				2.0	SWNE	3	16	23
778	Houghman & Howard N Side - or No. 1, from N bank in W side, NE½SE½, Sec. 4, T. 16 N., R. 23 E.		1878	13.60	NWNE	3	16	23
				4.80	SENE	3	16	23
				7.50	NENE	3	16	23
				27.63	SESE	34	17	23
				7.85	NESE	34	17	23
				25.29	SWSW	35	17	23
				34.36	NWSW	35	17	23
				41.39	NESW	35	17	23
				21.73	SENE	35	17	23
				19.58	NWSE	35	17	23
28.66	SWNE	35	17	23				
15.42	NWNE	35	17	23				
6.46	SESW	35	17	23				

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
MAIN CARSON RIVER DITCHES IN LYON COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
779	Houghman & Howard N side (cont'd)	Hodges Transportation Incorporated (cont'd)	1861	82.0	SWNW, NWNW, SENW, & NESW	36	17	23
780 780a			1905	40.0	SENE, NESW, & SWNE	31	17	24
			1878	20.16	SWNW, NWSW & SWNE	31	17	24
				23.0	SWNW	31	17	24
				5.0	NWSW	31	17	24
				12.0	SENE	36	17	23
				6.0	NENE	36	17	23
				25.0	NWNE	36	17	23
				13.0	SWNE	36	17	23
				31.0	NW	36	17	23
				26.0	NENE	35	17	23
5.0	SENE	35	17	23				
33.0	E½W½NE	35	17	23				
9.0	NWSE	35	17	23				
781	Buckland—from left bank in SE corner NW¼SE¼, Sec. 32, T. 17 N., R. 24 E.	Adeline M. Depaoli, Marco W. Depaoli, Louis J. Depaoli, Ralph A. Depaoli, Harold P. Depaoli, Raymond D. Depaoli	1863	11.0	SENE, W of Diag. fence	35	17	24
782			12.0	NESE, NW corner	35	17	24	
			34.0	NWSE, N part	35	17	24	
			9.0	SWNE, SE part	35	17	24	
			1874	5.0	SESE, SE corner	33	17	24
				23.0	S½SW	34	17	24
				5.0	SWSW, NE cor. btw. ditches	35	17	24
			19.0	NESW	35	17	24	
			18.0	SESW, N part	35	17	24	
			2.0	SWSE	35	17	24	
9.0	NWSE, SW part	35	17	24				

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 MAIN CARSON RIVER DITCHES IN LYON COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
783	Buckland (cont'd)	Frank D. Ghiglia, Jr., Elenor J. Ghiglia	1874	12.0	SENE, E of Highway	35	17	24
				5.0	NESE, NE cor. E of rd.	35	17	24
				7.0	NENE, SE cor. S of dit.	35	17	24
				50.0	N½NW, S of dit. & lat.	36	17	24
				13.0	S½NW, N of Big Bend Slg.	36	17	24
				<u>21.0</u> 108	SWNE, N of Big Bend Slg.	36	17	24
784	Buckland "A"-- from S bank in SE¼SW¼, Sec. 35, T. 17 N., R. 24 E.		1863	5.0	SWNW, SE cor.	36	17	24
				8.0	NWSW, NE cor.	36	17	24
				9.0	SENE, S strip	36	17	24
				39.0	NESW	36	17	24
				12.0	SESW, NE cor.	36	17	24
				22.0	NWSE, part not tules	36	17	24
				35.0	SWSE	36	17	24
				28.0	NESE, S part	36	17	24
				38.0	SESE	36	17	24
				14.0	NWSW	31	17	25
				41.0	SWSW	31	17	25
				30.0	SESW	31	17	25
				9.0	NWNW	6	16	25
				8.0	NENW, N strip, N of River	6	16	25
				8.0	NENW, SE cor. S of River	6	16	25
				13.0	NWNE, S strip	6	16	25
13.0	SWNE, NE part	6	16	25				



T. & R. RIGHTS  
**CARSON RIVER AND TRIBUTARIES**  
 MAIN CARSON RIVER DITCHES IN LYON COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.	
	Buckland (cont'd)	Frank D. Ghiglia, Jr., Elenor J. Ghiglia (cont'd)	1863 (cont'd)	24.0	NENE, S & E of ditch	6	16	25	
				21.0	SENE, N part	6	16	25	
				26.0	NWNW, NW part	5	16	25	
				19.0	NWNE, S & W part	1	16	24	
				10.0	NENW, SE part	1	16	24	
				74.0	S½SW	32	17	25	
				7.0	SWSE, NW cor.	32	17	25	
				7.0	NESW, SE cor.	32	17	25	
				7.0	SESE, SE cor.	31	17	25	
774	785	Frank D. Ghiglia, Jr., Elenor J. Ghiglia	1861	20.0	NWSW, N part	32	17	25	
				15.0	SWNW, SE part	32	17	25	
				9.0	NESW, NW cor.	32	17	25	
775	786	Big Bend--from N bank in S side center, NW¼SW¼, Sec. 36, T. 17 N., R. 24 E.	1864	37.0	SENE	32	17	25	
				6.0	NWSE, SE part	31	17	25	
				26.0	SWSE, NE part	31	17	25	
				15.0	SESE, NW part	31	17	25	
				13.0	NESE, S part	31	17	25	
				16.0	SWNE, NW cor., N of fen.	32	17	25	
				16.0	NENW, SE part	32	17	25	
				17.0	NWNE, W of line fence	32	17	25	
318	787			1864	11.0	SWNE, N pt. E of fence	32	17	25
776					23.0	NWNE, E of fen. corr'd	32	17	25
				138.0	SE, E of fen. corr'd	29	17	25	
				11.0	SENE, N part	32	17	25	
				40.0	NENE	32	17	25	
				22.0	NWNW, NW part	33	17	25	
				12.0	SWNE, SE cor.	29	17	25	

TABLE OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
MAIN CARSON RIVER DITCHES IN LYON COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions ¼ of ¼ of Section unless otherwise specified	Sec.	Twp. N.	R. E.					
50317	788	Big Bend (cont'd)	Wilfred Cline, Jean Cline	1864	37.0	SENE	29	17	25				
					3.0	NENE, SE cor.	29	17	25				
					287.0	W½, except NW cor.	28	17	25				
					2.0	SWSE, NW cor.	28	17	25				
					5.0	NWSE, W strip	28	17	25				
					26.0	SWNE, N & W part	28	17	25				
					3.0	SENE, NW cor.	28	17	25				
					40.0	NWNE	28	17	25				
					16.0	NENE, W part	28	17	25				
					14.0	SESW, S part	21	17	25				
					38.0	SWSE½	21	17	25				
					11.0	NWSE, S part	21	17	25				
					37.0	SESE	21	17	25				
					33.0	NESE, S part	21	17	25				
					14.0	SWSW, NW part	22	17	25				
					27.0	NWSW, SW part	22	17	25				
					789	McVickar--from right bank at about center NE¼NE¼, Sec. 6, T. 16 N., R. 25 E.	Frank P. Ghiglia, Jr., Elenor J. Ghiglia	1861	11.0	NWSE, E of line fence	32	17	25
									34.0	NESE	32	17	25
									2.0	NWSW, NW cor.	33	17	25
					790			1864	6.0	SWSE, E of line fence	32	17	25
7.0	SESE, NW cor.	32	17	25									
8.0	SENE, S strip	32	17	25									
15.0	SWNW, central strip	33	17	25									
3.0	NWNW, SE cor.	33	17	25									
9.0	SENW, NW cor.	33	17	25									
32.0	NENW	33	17	25									
14.0	NWNE, N part	33	17	25									

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 MAIN CARSON RIVER DITCHES IN LYON COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
791	McVickar (cont'd)	Wilfred Cline, Jean Cline		11.0	SWSE, E part	28	17	25
				8.0	NWSE, SE part	28	17	25
				22.0	NESE, NW central pt.	28	17	25
				9.0	SENE, SE cor.	28	17	25
				27.0	SWNW	27	17	25
				14.0	NWNW, SE cor.	27	17	25
				17.0	NENW, NW cor.	27	17	25
				2.0	SWSW, SE cor.	22	17	25
				17.0	SESW, S & E parts	22	17	25
				33.0	SWSE	22	17	25
				3.0	NESE, SW cor.	22	17	25
				6.0	NWSE, S strip	22	17	25
				7.0	SESE, NW cor.	22	17	25
3.0	SESE, NW cor.	28	17	25				

TABLE OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 MAIN CARSON RIVER DITCHES, CHURCHILL COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions—Downstream	Owner	Riparian or Priority	Irrigated Acres	Place of Use by Subdivisions $\frac{1}{4}$ of $\frac{1}{4}$ of Section unless otherwise specified	Sec.	Twp. N.	R. E.
792	Truckee-Carson Irrigation District Ditch System	Truckee-Carson Irrigation District	1876	600.0	SWNE, S $\frac{1}{2}$ NW, NWSE, N $\frac{1}{2}$ SW	17	20	31
					S $\frac{1}{2}$ NE, SENW, E $\frac{1}{2}$ SW, SE,	18	20	31
					E $\frac{1}{2}$ W $\frac{1}{2}$ , W $\frac{1}{2}$ E $\frac{1}{2}$ , E $\frac{1}{2}$ SE	19	20	31
793		Sylvester B. Smart	1899	250.0	E $\frac{1}{2}$ SE, SENE	12	18	28
794			1895	100.0	W $\frac{1}{2}$ SE, SW	7	18	29
					W $\frac{1}{2}$ NE	8	18	29
795	Mussi-Dudley or	Albert A. Mussi	1898	70.0	NWSE, SWNE	15	20	29
796	Old Webb--from West bank in SE $\frac{1}{4}$ NE $\frac{1}{4}$ , Sec. 21, T. 20 N., R. 29 E.		1908	130.0	W $\frac{1}{2}$	16	20	29
797		Emil H. Buckingham, Agnes S. Buckingham, Howard W. Wolf	1898	115.0	W $\frac{1}{2}$ , SE, S $\frac{1}{2}$ NE, NWNE	24	21	29
					W $\frac{1}{2}$ , SE, E $\frac{1}{2}$ SW, NWSW	2	20	29
798			1908	250.0	W $\frac{1}{2}$ NE	10	20	29
					NWNE	18	21	30

TABULATION OF WATER RIGHTS  
 CARSON RIVER AND TRIBUTARIES  
 DEFENDANTS' RESERVOIR RIGHTS - CALIFORNIA

Claim Number	Reservoir	Owner	Priority	Capacity Acre Feet	Location	Twp. N.	Rge. E.
799	Tamarac Lake	Alpine Land and Reservoir Co.	1895	404	East Fork, Pleasant Valley Creek	9	19
800	Kinney Meadows	Alpine Land and Reservoir Co.	1895	435	East Fork, Silver Creek	8	20
801	Upper Kinney Lake	Alpine Land and Reservoir Co.	1895	328	East Fork, Silver Creek	8	20
802	Lower Kinney Lake	Alpine Land and Reservoir Co.	1895	495	East Fork, Silver Creek	8	20
803	Wet Meadows	Alpine Land and Reservoir Co.	1895	207	East Fork, Pleasant Valley Creek	9	19
804	Lower Sunset	Alpine Land and Reservoir Co.	1895	250	East Fork, Pleasant Valley Creek	9	19
805	Upper Sunset	Alpine Land and Reservoir Co.	1895	68	East Fork, Pleasant Valley Creek	9	19
806	Summit Lake	Alpine Land and Reservoir Co.	1901	31	East Fork, Pleasant Valley Creek	9	19
807	Raymond Lake	Alpine Land and Reservoir Co.	1895	50	East Fork, Pleasant Valley Creek	9	19
808	Heenan Lake	H. F. Dangberg Land and Livestock Co.	1923	2948	East Fork, Hennan Lake Creek	9	21
808a	Burnside Lake	H. F. Dangberg Land and Livestock Co.	1892	100	East Fork	9	21

TABULATION OF WATER RIGHTS  
CARSON RIVER AND TRIBUTARIES  
DEFENDANTS' RESERVOIR RIGHTS - CALIFORNIA

Claim Number	Reservoir	Owner	Priority	Capacity Acre Feet	Location	Twp. N.	Rge. E.
809 809a	Scott Lake	Fred H. Dressler, Gordon, et al., Wm. F. Neddenriep	1895 1918	100 408	West Fork, Scott Creek	11 10	18 18
810 810a	Red Lake	Fred H. Dressler Gordon, et al., Wm. F. Neddenriep	1895 1922	300 803	West Fork, Red Lake Creek	20	18
811	Crater Lake	Fred H. Dressler, Gordon, et al.,	1895	167	West Fork, Crater Lake Creek	10	18
812	Upper or East Lost Lake	Shares: 5-Rowe Trust 5-Fred Gansberg 5-Fred Bruns	1924	92	West Fork, headwater	9 9	18 19
813	Lower or West Lost Lake	Shares: 6-Rowe Trust 2-Wennhold Bros.	1924	127	West Fork, headwater	9 9	18 19
- NEVADA -							
5638 572367 - 11 56388 582567 53762-7	814 814a	Mud Lake	Fred H. Dressler	1879 1909	789 2383	East Fork, Indian Creek and right from West Fork	11 20
	815	Allerman No. 1, Allerman No. 2, and Allerman No. 4	H. F. Dangberg Land and Livestock Co.	1905	831	East Fork, on Allerman Canal	13 20
	816	(transferred from Gott reservoir to Allerman 1, 2 & 4)	H. F. Dangberg Land and Livestock Co.	1877	250		
				Total	1081.1		
56170 56270-7	817	Ambrosetti	Ambrosetti Bros.	1882	200	East Fork, below Williams Slough Ditch	14 20

RIGHTS OF SIERRA PACIFIC POWER COMPANY  
EAST AND WEST FORK AREAS

The Sierra Pacific Power Company is entitled, as a riparian owner, to divert from the Carson River and tributaries reasonable amounts of water for the irrigation of the lands hereinafter described:

Claim Number	Riparian to	Owner	Riparian Area Acres	Legal Subdivisions	Sec.	Twp. N.	Rge. E.
818	Silver King Creek and tributaries	Sierra Pacific Power Company	40.0	NWSE	19	7	22
			160.0	NE	19	7	22
			320.0	E $\frac{1}{2}$	18	7	22
			40.0	SESW	7	7	22
			39.16	Lot 3	7	7	22
			39.3	Lot 2	7	7	22
			40.0	SWSW	17	8	22
			40.0	NESE	18	8	22
			40.0	SENE	18	8	22
			40.0	NWNE	18	8	22
			40.0	NENW	18	8	22
			36.85	Lot 3	7	8	22
			40.0	NESE	12	8	21
			40.0	SESW	7	8	21
819	East Fork, Carson River	Sierra Pacific Power Company	40.0	NESE	32	8	21
			80.0	E $\frac{1}{2}$ NE	32	8	21
			40.0	NWSW	33	8	21
			40.0	SWNW	33	8	21
820	East Fork Carson River & tributary Poison Creek	Sierra Pacific Power Company	40.0	NESE	28	8	21
			80.0	N $\frac{1}{2}$ SW	27	8	21
			40.0	SENW	27	8	21
			80.0	W $\frac{1}{2}$ NE	27	8	21

RIGHTS OF SIERRA PACIFIC POWER COMPANY  
EAST AND WEST FORK AREAS

Claim Number	Riparian to	Owner	Riparian Area Acres	Legal Subdivisions	Sec.	Twp. N.	Rge. E.
821	East Fork	Sierra Pacific Power Company	80.0	W $\frac{1}{2}$ SE	22	8	21
			40.0	SWNE	22	8	21
			40.0	NENW	22	8	21
			80.0	E $\frac{1}{2}$ SW	15	8	21
			40.0	NWSE	15	8	21
			40.0	SWNE	15	8	21
			80.0	N $\frac{1}{2}$ NE	15	8	21
			40.0	NWNW	14	8	21
			80.0	S $\frac{1}{2}$ SW	11	8	21
			80.0	N $\frac{1}{2}$ SE	11	8	21
			40.0	NWSW	12	8	21
			822	East Fork & Tributary Silver King Creek	Sierra Pacific Power Company	320.0	N $\frac{1}{2}$
320.0	S $\frac{1}{2}$	1				8	21
80.0	S $\frac{1}{2}$ NE	1				8	21
80.0	S $\frac{1}{2}$ NW	1				8	21
40.34	Lot 3	1				8	21
40.47	Lot 4	1				8	21
36.37	Lot 4	6				8	21
36.47	Lot 5	6				8	21
40.59	Lot 1	2				8	21
40.70	Lot 2	2				8	21
80.0	S $\frac{1}{2}$ SE	35				9	21
40.0	NWSE	35				9	21
640.0	-	36				9	21
40.0	NWSW	31				9	21
823	West Fork and Tributary Buckskin Creek	Sierra Pacific Power Co.	32.5	NWNE	7	10	19
			80.0	W $\frac{1}{2}$ SE	6	10	19
			40.0	Lot 7	6	10	19
			40.0	Lot 10	6	10	19
			40.0	Lot 11	6	10	19
			40.0	Lot 12	6	10	19



RIGHTS OF SIERRA PACIFIC POWER COMPANY  
EAST AND WEST FORK AREAS

Claim Number	Riparian to	Owner	Riparian Area Acres	Legal Subdivisions	Sec.	Twp. N.	Rge. E.
824	West Fork and Tributary Buckskin Creek (cont'd)	Sierra Pacific Power Co. (cont'd)	40.0	Lot 13	6	10	19
			40.0	Lot 14	6	10	19
			40.0	Lot 15	6	10	19
			40.0	Lot 16	6	10	19
			18.62	Lot 17	6	10	19
			18.67	Lot 18	6	10	19
			35.90	Lot 19	6	10	19
			35.67	Lot 20	6	10	19
			35.45	Lot 21	6	10	19
			35.22	Lot 22	6	10	19
			34.99	Lot 23	6	10	19
			80.0	Lot 2	25	11	18
			80.0	Lot 3	25	11	18
			80.0	Lot 4	25	11	18
80.0	Lot 5	25	11	18			
40.0	E $\frac{1}{2}$ Lot 6	25	11	18			
80.0	Lot 13	24	11	18			
80.0	Lot 14	24	11	18			
40.0	E $\frac{1}{2}$ Lot 15	24	11	18			
80.0	Lot 16	24	11	18			
80.0	Lot 17	24	11	18			
80.0	Lot 18	24	11	18			
825	West Fork	Sierra Pacific Power Co.	20.79	Lot 1	2	10	19
			20.88	Lot 2	2	10	19
			20.98	Lot 15	2	10	19
			21.07	Lot 16	2	10	19
			21.16	Lot 1	3	10	19
			21.25	Lot 2	3	10	19
			21.34	Lot 15	3	10	19
			21.43	Lot 16	3	10	19

RIGHTS OF SIERRA PACIFIC POWER COMPANY  
EAST AND WEST FORK AREAS

Claim Number	Riparian to	Owner	Riparian Area Acres	Legal Subdivisions	Sec.	Twp. N.	Rge. E.
	West Fork (cont'd)	Sierra Pacific Power Co. (cont'd)	80.0	S $\frac{1}{2}$ NW	32	11	19
			80.0	E $\frac{1}{2}$ SW	32	11	19
			80.0	S $\frac{1}{2}$ SE	32	11	19
			40.0	SWSW	33	11	19
			11.10	S $\frac{1}{2}$ SE	34	11	19
			40.0	NESW	34	11	19
			80.0	N $\frac{1}{2}$ SE	34	11	19
			40.0	SWNE	34	11	19
			27.70	SENE	34	11	19
			40.0	SWNW	35	11	19
<p>The Sierra Pacific Power Company is entitled, as a riparian owner, to the use of the hydraulic effect of the waters of the Carson River and its tributaries to which its said lands as above described are riparian for power purposes for the generation of electricity and has the right for such purpose to divert said water by means of a dam or dams across said stream on its own lands, and to erect flumes or conduits and such machinery as the stream at ordinary stages is adequate for such purpose to propel such machinery, and produce power and electricity and, after such use, to return such waters to the natural channel of such stream without unreasonable detention or substantial diminution in quantity or quality.</p>							

## RIGHTS OF THE UNITED STATES OF AMERICA

The rights of the United States of America in and to the waters of the Carson River, other than those rights held by the United States as trustee for certain Indians tabulated above are the following:

1. The United States is entitled to divert and store the entire flow of the Carson River as it reaches the Lahontan Dam for distribution to the individual farmers on the Project who own the water rights appurtenant to their lands and for generating power.
2. The United States is entitled to divert into Lahontan Reservoir, with a priority of 1882, 40 c.f.s. for generating power. Any power generation at either the Lahontan or V canal power plants shall be incidental only to releases or diversions of water for beneficial consumptive uses, except that power may be generated from water that would otherwise constitute uncontrollable spill or precautionary drawdown.
3. Tabulation of the Vested Rights Acquired by Contract.

Claim Number	Names of Ditches and Locations of Diversions-Downstream	Owner	Priority	Former Irrigated Acres	Current Place of Use
826	Lahontan Dam	United States	1865	97	Lahontan Reservoir for fishing and recreation
827			1868	194	
828			1873	265	
829			1875	1637	
830			1876	994	(Dutch Bill right)
			1876	600	
831			1877	970	
832			1878	10714	
			1879	737	
833			1880	2929	
834			1881	133	
835			1882	285	
836					

Claim Number	Names of Ditches and Locations of Diversions-Downstream	Owner	Priority	Former Irrigated Acres	Current Place of Use
837	Lahontan Dam (cont'd)	United States (cont'd)	1883	120	Lahontan Reservoir for fishing and recreation (cont'd)
838			1884	212	
839			1885	349	
840			1886	2336	
841			1887	245	
842			1888	240	
843			1889	95	
844			1890	2756	
845			1891	433	
846			1892	49	
847			1893	145	
848			1894	424	
849			1895	1215	
850			1896	453	
851			1897	500	
852			1898	124	
853			1899	159	
854	1900	277			
855	1901	317			
856	1902	478			

## 4. United States of America reserved rights in the Toiyabe National Forest.

Claim Number	Source	Type of Use	Priority Date	Purpose	Period of Use		Quantity		Point of Diversion *				Means of Diversion *	Place of Use				Description of Use
					From	Thru	CFS	Consumptive Use In AF	Sub Div	Sec	T	R		Subdiv	Sec	T	R	
857	Unnamed Spr.	Soda Sp.G.S.	1906	Dom.	June	Oct	.021	.6	10	27	8N	21E	H	S	S	S	S	Adm. Site
858	Poison Creek	Dumont A.S.	1906	Supp.Ir.	May	Nov	.800	34.0	09	27	8N	21E	Diversion	10	27	8N	21E	Irrigation
859	Wolf Creek	Adm. Camp	1897	Supp.Ir.	May	Nov	.240	100.0	04	36	8N	20E	Diversion	5	S	S	S	Irrigation
860	Wolf Creek	Horse Pasture	1906	Supp.Ir.	May	Nov	.250	110.0	09	32	9N	21E	Diversion	29	32	9N	21E	Irrigation
861	Mssr., Jr. Cr.	Markleeville Ranger Sta.	1904	Mun.	Jan	Dec	.015	1.5	05	29	10N	20E	Div. & H	10	21	10N	20E	Adm. Site
862	Cottonwd. Cr.	River Pasture	1911	Supp.Ir.	May	Nov	.600	27.0	04	6	10N	21E	Diversion 6 & 11		35	11N	20E	Irrigation
863	Bryant Cr.	River Pasture	1911	Supp.Ir.	May	Nov	1.008	44.0	07	24	11N	20E	Diversion 1.& 16	25 & 26	11N	20E	Irrigation	
864	Trib. W.F.Car	Pasture	1905	Supp.Ir.	May	Nov	.084	35.0	06	25	11N	18E	Diversion	S	S	S	S	Irrigation
865	Willow Creek	Pasture	1905	Supp.Ir.	May	Nov	.085	40.0	08	24	11N	18E	Diversion	S	S	S	S	Irrigation
866	Willow Creek	Pasture	1905	Supp.Ir.	May	Nov	.085	40.0	03	24	11N	18E	Diversion	S	S	S	S	Irrigation
							Total:	432.1										
867	Unnamed Spr.	Little Ant. PS	1966	Rec.	June	Oct	.019	.2	01	28	8N	22E	N	S	S	S	S	Domestic
868	Unnamed Spr.	Wolf Cr.C.G.	1943	Rec.	June	Oct	.025	1.5	11	29	9N	21E	H	S	S	S	S	Domestic
869	Unnamed Spr.	Silver Cr. C.G.	1945	Rec.	June	Oct	.020	1.2	04	33	9N	20E	H	S	S	S	S	Domestic
870	Ebbetts P.Spr.	Hwy. Rest	1977	Rec.	May	Oct	.015	.2	05	17	8N	20E	H	S	S	S	S	Domestic
871	Unnamed Spr.	Roadside Stop	1904	Rec.	May	Dec	.015	.1	07	19	9N	21E	H	S	S	S	S	Travelers Use
872	Hot Spr. Cr. Sp.	Shay Cr. S.H.	1952	Rec.	Jan	Dec	.011	24.4	15	24	10N	19E	H	S	S	S	S	Domestic

4. (cont'd)

Claim Number	Source	Type of Use	Priority Date	Purpose	Period of Use		Quantity		Point of Diversion *				Means of Diversion *	Place of Use *				Description of Use	
					From	Thru	CFS	Consumptive Use in AF	Sub Div	Sec	T	R		Subdiv	Sec	T	R		
873	Buck Cr.	Grover Hot Spr.	1961	Rec.	May	Dec	.015	9.7	06	24	10N	19E	Diversion	16	S	S	S	State Park	
874	Unnamed Spr.	Kit Carson C.G.	1952	Rec.	June	Oct	.010	.6	04	31	11N	19E	H	S	S	S	S	Domestic	
875	Crystal Spr.	Crystal Spr. C.G.	1945	Rec.	May	Oct	.020	1.2	04	1	10N	19E	H	S	S	S	S	Domestic	
876	Unnamed Spr.	Hope Valley C.G.	1952	Rec.	June	Oct	.010	1.3	07	7	10N	19E	H	S	S	S	S	Domestic	
877	Unnamed Spr.	Drinking Fountain	1952	Rec.	June	Oct	.025	.5	01	31	11N	19E	H	S	S	S	S	Travelers Use	
878	Sorenson Spr.	Summer Homes	1961	Rec.	Apr	Dec	.197	18.6	05	31	11N	19E	H	01	25	11N	18E	Domestic	
								Total Recreation Uses:	59.5										

## 5. Rights of the United States of America as Trustee for the Wildlife and Livestock Grazing Permittees:

Claim Number	Source	Type Of Use	Date of Beneficial Use	Purpose	Period of Use		Quantity		Point of Diversion *				Means of Diversion	Place of Use *				Description Of Use
					From	Thru	CFS	Con-Sump-Tive Use In AF	Sub Div	Sec	T	R		Subdiv	Sec	T	R	
879	E.F. Carson R.	Stock W.D.	1864	Cattle	Mar	Nov	.015	.2	01	11	8N	21E	N	S	S	S	S	LS & WL
880	Trib. Silver Creek	Stock W.D.	1864	Cattle	Mar	Nov	.015	.2	11	12	8N	21E	N	S	S	S	S	LS & WL
881	Unnamed Spr.	Stock W.D.	1864	Cattle	May	Oct	.015	.1	12	28	8N	22E	H	S	S	S	S	LS & WL
882	Unnamed Spr.	Stock W.D.	1864	Cattle	June	Oct	.015	.1	11	29	8N	22E	H	S	S	S	S	LS & WL
883	Unnamed Spr.	Stock W.D.	1864	Cattle	July	Sept	.015	2.6	04	17	7N	22E	N	S	S	S	S	LS & WL
884	Unnamed Spr.	Stock W.D.	1864	Cattle	June	Oct	.015	2.5	01	32	8N	22E	N	S	S	S	S	LS & WL
885	Unnamed Spr.	Campbell W.D.	1864	Sheep	June	Aug.	.011	1.9	07	10	9N	20E	H	S	S	S	S	LS & WL
886	Unnamed Spr.	Stock W.D.	1864	Sheep	Aug	Oct	.015	2.5	09	11	9N	20E	H	S	S	S	S	LS & WL
887	Unnamed Spr.	Mogul Cn W.D.	1864	Sheep	May	Aug	.011	1.9	07	30	10N	21E	H	S	S	S	S	LS & WL
888	Unnamed Spr.	Silver Hill W.D.	1864	Cattle	May	Sept	.011	1.9	01	8	9N	21E	H	S	S	S	S	LS & WL
889	Unnamed Spr.	Monitor W.D.	1864	Sheep	June	Sept	.011	1.9	02	31	10N	22E	Res.	S	S	S	S	LS & WL
890	Unnamed Spr.	Box Spr.W.D.	1864	Sheep	May	Sept	.011	1.9	07	24	10N	20E	Res.	S	S	S	S	LS & WL
891	Lexington Spr.	Stock W.D.	1864	Cattle	Jan	Dec	.028	2.1	14	34	10N	21E	Diversion	11	3	9N	22E	LS & Fish Rg.
892	Unnamed Spr.	Stock W.D.	1864	Cattle	June	Oct	.028	2.1	11	20	10N	21E	H	S	S	S	S	LS & WL
893	Unnamed Spr.	Stock W.D.	1864	Sheep	July	Oct	.015	1.9	04	29	10N	21E	H	S	S	S	S	LS & WL
894	Unnamed Spr.	Stock W.D.	1864	Sheep	July	Oct	.015	1.9	14	19	10N	21E	H	S	S	S	S	LS & WL
895	Unnamed Spr.	Stock W.D.	1864	Sheep	July	Oct	.015	1.9	09	33	10N	21E	H	S	S	S	S	LS & WL
896	Unnamed Spr.	Stock W.D.	1864	Sheep	July	Oct	.015	1.9	07	19	10N	21E	H	S	S	S	S	LS & WL
897	Unnamed Spr.	Stock W.D.	1864	Cattle	June	Oct	.028	1.9	11	14	10N	21E	H	S	S	S	S	LS & WL
898	Unnamed Spr.	Stock W.D.	1864	Cattle	June	Oct.	.028	1.9	10	14	10N	21E	H	S	S	S	S	LS & WL
899	Indian Spr.	Stock W.D.	1864	Sheep	June	Oct	.015	.8	15	17	10N	22E	H	S	S	S	S	LS & WL

5. (cont'd)

Claim Number	Source	Type of Use	Date of Beneficial Use	Purpose	Period of Use		Quantity		Point of Diversion *				Means of Diversion *	Place of Use *				Description of Use	
					From	Thru	CFS	Consumptive Use in AF	Sub Div	Sec	T	R		Subdiv	Sec	T	R		
900	Unnamed Spr.	Stock W.D.	1864	Cattle	June	Oct	.015	1.8	08	13	10N	21E	H	S	S	S	S	LS & WL	
901	Unnamed Spr.	Haypress Flat W.D.	1864	Cattle	June	Oct	.011	1.3	08	17	10N	21E	H	S	S	S	S	LS & WL	
902	Unnamed Spr.	Stock W.D.	1864	Cattle	June	Oct	.015	.3	14	31	11N	21E	H	S	S	S	S	LS & WL	
903	Mtneer Cr.	Str. Stock W.	1864	Sheep	June	Oct	.015	.8	12	07	10N	22E	N	01	30	10N	32E	LS & WL	
904	Unnamed Spr.	Stock W.D.	1864	Cattle	June	Oct	.028	1.9	16	21	10N	21E	H	S	S	S	S	LS & WL	
905	Unnamed Spr.	Stock W.D.	1864	Cattle	June	Oct	.028	1.9	11	27	10N	21E	H	S	S	S	S	LS & WL	
906	Big Spr.	Stock W.D.	1864	Sheep	June	Sept	.011	1.9	01	30	10N	22E	H	S	S	S	S	LS & WL	
907	Unnamed Spr.	Stock W.D.	1864	Sheep	June	Sept	.015	1.9	06	24	10N	21E	H	S	S	S	S	LS & WL	
908	Mtneer. Cr.	Str. Stock W.	1864	Fishery	Jan	Dec	.640	1.9	04	11	10N	21E	N	06	12	10N	21E	LS & WL	
909	Sierra Cr.	Res. Mtn. Flow	1864	Fishery	Jan	Dec	.700	.1	11	4	13N	19E	N	S	S	S	S	Fish & Deer	
910	Clear Creek	Res. Mtn. Flow	1864	Fishery	Jan	Dec	.700	.1	15	31	15N	19E	N	S	S	S	S	Fish & Deer	
911	Clear Creek	Res. Mtn. Flow	1864	Fishery	Jan	Dec	1.000	.1	04	29	15N	19E	N	14	32	S	S	Fish & Deer	
912	Clear Creek	Res. Mtn. Flow	1864	Fishery	Jan	Dec	1.500	.1	02	5	14N	19E	N	01	S	S	S	Fish & Deer	
								Total Livestock, Wildlife & Miscellaneous Uses		48.2									



ADMINISTRATIVE PROVISIONS

I. Without the application of water, the lands described above are dry and arid and irrigation is necessary for the production of valuable crops thereon. The respective amounts of water stated above to have been appropriated for or used on these lands, are, in each instance, the maximum amount necessary and sufficient for the reasonable and economical irrigation of crops thereon.

II. The above-named parties who have appropriated water for irrigation have also used and are entitled and allowed to use water for livestock and domestic purposes, but only in such amounts as may be necessary for watering stock and for domestic purposes. The priority in respect to the use of water for livestock and domestic purposes shall be identical to the priority of that party's irrigation right.

*STA*  
*Dom*

III. The parties, intervenors, grantees, successors in interest and substituted parties, assigns and each of their servants or agents and all persons claiming by, through or under them in or to the water rights or lands above described are, and each of them is hereby, until otherwise ordered, restrained from asserting or claiming, except in this action, any right in or to the waters of the Carson River or its tributaries, or the waters of any of the creeks or streams or other waters mentioned above except in accordance with the rights specified, determined and allowed by this Decree.

All claimants or potential claimants mentioned in the above paragraph are as well hereby, until otherwise ordered by the Court, restrained and enjoined from diverting, taking or interfering in any way with the waters of the Carson River or its tributaries, including creeks, streams and springs, so as to in any way prevent or interfere with the diversion, use and enjoyment of the water of any of the persons or parties as allowed by this Decree, having due regard to the relative priorities and historic practices recognized in this Decree. All claimants or potential claimants mentioned in the above paragraph are hereby enjoined and restrained from taking, diverting or using any of the water allowed to them, in any manner or at any time while this Decree remains in force so as to in any way interfere with the prior rights of any other persons or parties having prior rights under this decree (subject to this Decree's provisions on segmentation of the river) until such persons or parties having prior rights have received for their use the waters hereby allowed to them.

IV. The quantities of water to be diverted by the owners of the several ditches, through those ditches, on account of the several priorities herein allowed, are allowed subject to the obligations of said owners to divert and use water only at such times as needed and only in such amounts as may be required for actual, reasonably economical beneficial use. Rotation, or the combining and exchanging of the use of water between ditches and among users shall be permitted at all times and shall be required whenever necessary in order to obtain reasonable economy in the use of the water of the river or its tributaries, or in order to give each ditch or user a more advantageous irrigation

head, provided that such rotations shall not injuriously affect any of the rights determined and allowed by this Decree. The Water Master may direct such rotations after consultation with the various interested water users.

V. This Decree does not and shall not in any way affect the title to rights in any property other than the rights to the diversion and use of water as herein stated and allowed. In the cases where this Decree allows water to be diverted through any ditch by the ditch owner on behalf of another party, the conditions of any contractual relations existing between them are not hereby determined.

VI. A Water Master shall be appointed by this Court to carry out and enforce the provisions of this Decree and the instructions and orders of this Court. If any proper order, rule or direction of the Water Master, made in accordance with and for the enforcement of this Decree, is disobeyed or disregarded, he is empowered and authorized to cut off the water from the ditch or canal owners who disobey or disregard the order, rule or direction. If such a cutoff should occur the Water Master shall promptly report to the Court his actions and the circumstances surrounding the case.

*Water Master*

When the Court deems it necessary, the Court shall authorize the employment by the Water Master of assistants so as to properly carry out the provisions of this Decree and the orders of the Court. The term of employment, expenses and compensation of the Water Master and his assistants, the payments and means and methods of securing funds to pay the same, shall be fixed by orders of the

Court from time to time. Any person feeling aggrieved by any action or order of the Water Master may, in writing and under oath, complain to the Court, after service of a copy of the complaint on the Water Master. The Court shall promptly review the action or order and make such order as the circumstances warrant.

All disputes on the Carson River system involving the existence or ownership of water rights, the distribution of water or the transportation or measurement of water shall first be submitted to the Water Master for determination as a jurisdictional prerequisite to any complaint to the Court for relief. *ownership*

The Water Master shall establish a file system for the water rights on the Carson system. The files will be numbered to correspond to the claim numbers set forth in this Decree and subdivided as may become necessary according to future ownership changes. The Water Master must be notified by the parties when title to a water right is changed and proof of the change of title must be provided to the Water Master. The Water Master shall not be required to deliver water to any new owner unless this provision is complied with. The file system shall be extended to include the Newlands Project farmlands only when the lands are sold or transferred or the water rights are sold or transferred. In each such instance the Water Master shall not be required to deliver water to the new owner until the Water Master's office has been informed of the transfer and proof of title going back to the original United States patent has been supplied.

The party in interest shall provide the Water Master with a copy of either the approved application by the State Engineer or this Court's order where requests for changes in the place of diversion, place of use or manner of use are approved. The Water Master is not required to recognize such changes unless and until provided with the order or approved application.

VII. Applications for changes in the place of diversion, place of use or manner of use as to Nevada shall be directed to the State Engineer. Any person feeling himself aggrieved by any order or decision of the State Engineer on these matters may appeal that decision or order to this Court. Proceedings for review of a decision or order by the State Engineer must be commenced within 30 days of the rendition of the order or decision.

*chg. POD,  
POU, MOU*

No such appeal proceedings will be heard by this Court unless notice thereof, containing a statement of the substance of the order or decision complained of, and of the manner in which the same injuriously affects the appellant's interests, has been served upon the State Engineer, personally or by registered or certified mail, at his office at the State Capitol within 30 days of the rendition of the decision or order in question. A similar notice must also be served personally or by registered or certified mail upon other persons who are affected by the order or decision. A bond shall not be required unless a stay is requested. The decision of the State Engineer shall be prima facie correct, and the burden of proof shall be upon the party challenging the Engineer's decision. Change of manner of use applications from use for irrigation to any other use and changes in place

ARTICLE 7, cont'd

of use applications shall be allowed only for the net consumptive use of the water right as determined by this Decree. (See pg. 22 & pg. 28 of Oct 28, 1980 "OPINION")

Applications for changes in the place of diversion, place of use or manner of use as to California or as to both California and Nevada shall be made directly to this Court in accordance with the regular rules of procedure and notice must be served on all affected interests.

VIII. The owner or owners of each ditch or canal now or hereafter authorized to directly divert water from the Carson River or any of its tributaries, shall, at his, its, or their own expense, install and maintain in the ditch or canal a reliable, sufficient and easily operated regulating head-gate, to be approved by the Water Master, whereby the water diverted into said ditch or canal may be regulated. The owner or owners of any such ditch or canal shall have two years from the date of entry of this Decree to fulfill this provision.

Those users who receive water from any particular ditch or canal shall allocate the installation costs of these devices among themselves in proportion of any user's water right acreage to the total water right acreage served by the ditch or canal. In this way the owner or owners of each canal or ditch shall receive proportionate contribution from all those users who benefit from the use of the ditch or canal, whether by use of the direct flows or by use of the return flows. Upon failure of any owner or owners of any such ditch or canal to install these devices within the prescribed time, the Water Master, upon ten days' notice, may cut off the water from any such ditch or canal until the

required devices are installed and maintained. Upon the failure of any user to contribute his fair and proportionate share of the cost to the owner or owners of any canal or ditch, the Water Master, upon ten days' notice, may cut off that user's water until the contribution has been made.

IX. The stored water of any reservoir may be turned into and carried in the channel of any natural stream and mingled with the natural waters and diverted therefrom for the proper uses of the persons or parties entitled thereto. The Water Master, upon timely notice, shall so regulate the headgates along the streams and do and direct such other things as may be needful to transport such stored water and deliver the same to the person or persons entitled thereto. All persons are hereby prohibited from in any way interfering with any such stored water while the same is being legally carried to the persons or parties entitled thereto.

X. No user entitled to the use of water under this Decree shall be allowed to divert more than 40% of his total entitlement in any one calendar month.

XI. Whenever any of the parties hereto, or their successors or assigns as the owners of any of the water rights hereby fixed and allowed, is not receiving the amount of water to which he or they are entitled under this Decree, he or they may request the Water Master to distribute the water in accordance with the terms of this Decree, and the Water Master, either personally or by his assistant, may thereupon enter the lands of any and all parties and persons having rights

designated in this Decree and of their successors in interest, and shall regulate their, or any of their headgates, ditches and other works used for the diversion and application of such waters so as to apportion the waters as provided in this Decree.

XII. Each party shall bear his or its own costs herein incurred.

XIII. The Court hereby expressly reserves jurisdiction to modify, amend, eliminate, add to or change any provision of this Decree.

DONE IN OPEN COURT this 28th day of October 1980.

  
UNITED STATES DISTRICT JUDGE



# Exhibit B

APN     N/A    

APN \_\_\_\_\_

APN \_\_\_\_\_

RECORDED AT THE  
REQUEST OF  
CARSON CITY CLERK TO  
THE BOARD

2012 JUL 30 PM 2:57

FILE NO 424651

ALAN GLOVER  
CARSON CITY RECORDER  
FFF S AG REP A

FOR RECORDER'S USE ONLY

Water Rights Banking and Dedication Agreement  
TITLE OF DOCUMENT

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law. State specific law: \_\_\_\_\_

Signature

Print Name & Title

WHEN RECORDED MAIL TO:

CC Clerk - Recording Secty

201 N. Carson St., Ste. 1

Carson City, NV 89701

424651

## **WATER RIGHTS BANKING AND DEDICATION AGREEMENT**

This Water Rights Banking and Dedication Agreement (this "Agreement") is executed and effective May 3, 2012, by and between Carson City, A Consolidated Municipality ("Carson City") and Vidler Water Company, Inc., a Nevada corporation ("Vidler"), for the purpose of dedicating and banking certain water rights.

### RECITALS

WHEREAS, Carson City owns and operates a water distribution system located within the boundaries of Carson City, Nevada and Vidler owns certain water rights which may be put to use within Carson City and/or Lyon County; and

WHEREAS, Carson City and Lyon County entered into an Interlocal Contract, dated January 13, 2007, providing for delivery of potable water between the jurisdictions in certain situations, by means of an intertie of water supply and delivery systems ("Interlocal Contract"); and

WHEREAS, Vidler is the owner or approximately 1000 acres of undeveloped real property in the Dayton area of Lyon County; and

WHEREAS, Vidler is the owner of certain water rights, more particularly described on Exhibit "A" which is incorporated by this reference as if fully set forth herein and which may be from time to time expanded to include additional water rights (collectively, the "Dedicated Water Rights") which have the characteristics to satisfy agricultural, recreation, open space, commercial, wildlife, in-stream flow, conservation, municipal and industrial uses within the Carson City and Lyon County service areas as those boundaries may be amended in the future (the "Service Areas"); and

WHEREAS, the parties intend that the Dedicated Water Rights, subject to the appropriate permitting requirements, provide the requisite water resource consistent with the community and environmental needs and demands of the Service Areas; and

WHEREAS, the parties hereto desire to consider and accommodate the interrelated benefits available from the uses of the Dedicated Water Rights for benefits

to the river flows, open space, agriculture and community betterment growth and development within the Service Areas; and

WHEREAS, Vidler, in conjunction with Carson City, has obtained or may obtain the requisite approvals of the Nevada State Engineer in order to utilize the Dedicated Water Rights for agricultural, industrial, wildlife, recreational, commercial and municipal purposes in the Service Areas; and

WHEREAS, the banking provisions provided for herein are intended to facilitate the compliance with the procedural requirements of the Nevada State Engineer's office for permit issuance and maintenance in good standing and for the efficiency in the provision of water resources to the Service Areas pursuant to the Interlocal Contract and such further agreements as the parties may enter into; and

WHEREAS, Vidler and Carson City acknowledge that the Dedicated Water Rights and Vidler's subsequent transfers and assignments of the beneficial interest therein as provided hereunder are interests in real property and that the utilization of this Agreement and the transfer of the ownership of the Dedicated Water Rights to Carson City in trust for Vidler as provided hereunder are for convenience and for the ease in the administration of the water rights as among Vidler and its assignees, Carson City and Lyon County and the Nevada State Engineer's Office; and

WHEREAS, Carson City intends to accept the Dedicated Water Rights for the purpose of providing water service to community, recreational, agricultural, commercial, wildlife, industrial and residential development in Carson City and Lyon County; and

WHEREAS, Vidler intends to transfer legal title to the Dedicated Water Rights by Water Rights Deed to Carson City, which shall serve as the basis for the Nevada State Engineer to issue, at appropriate times, any required Permits, which for purposes of convenience and ease of administration of Carson City's will-serve commitment process, shall be held by Carson City in trust for the exclusive benefit of Vidler and its assignees and credited against the water rights dedication requirements, if any, in

connection with requests for will-serve commitments or other mutually agreeable uses requested from time to time by Vidler or its assignees; and

WHEREAS, Carson City agrees to accept the Dedicated Water Rights in accordance with this Agreement for the exclusive benefit of Vidler which retains equitable title and its assignees, for future water rights dedication requirements within Carson City and/or Lyon County, on the condition that Vidler, or its assignees, be responsible for all costs associated with the transfer by Vidler to Carson City, and all costs associated with the maintenance of the Dedicated Water Rights, as provided in Section 4 below; and

WHEREAS, after the Dedicated Water Rights are deeded to Carson City, as provided hereunder, Vidler may assign its equitable title from time to time all or a portion of its beneficial interest in the Dedicated Water Rights and resulting Water Rights Credits, as defined below, to future water service requirements for dedication of water rights in connection with requests for will-serve commitments or such other water demands that may be satisfied by the Water Rights Credits; and

WHEREAS, Carson City's acceptance of the Dedicated Water Rights will not, in and of itself, create an obligation to provide water service to Vidler or its assignees, because such water service obligation will arise only after a will-serve commitment request is made to Carson City and/or Lyon County and all conditions for such service have been satisfied.

NOW, THEREFORE, in consideration of the following terms, conditions, and covenants it is hereby agreed between Vidler and Carson City as follows:

1. DEDICATED WATER RIGHTS

1.1 Subject and pursuant to the following terms and conditions of this Agreement, and any terms, conditions and restrictions imposed by the State Engineer or the Water Master on the Carson River, Vidler hereby agrees to convey the Dedicated Water Rights to Carson City free and clear of all liens and encumbrances by execution

and delivery of a Water Rights Deed in a form acceptable to Carson City. Carson City has reviewed and approved the type and quantity of the Dedicated Water Rights and agrees to accept the dedication of the Dedicated Water Rights. Carson City agrees to accept future additional dedicated water rights, subject to approval by the City Manager of Carson City (the "City Manager") or his designee. Carson City will seek such additional and required permits under all applicable State Engineer procedures and rulings, and hold and reserve, exclusively for the account of Vidler or its assignees (including Carson City), a quantity of water rights credits (the "Water Rights Credits") equal to the amount of the municipal permits issued by the State Engineer, for credit against will-serve commitments and dedication requirements, if any, or other water right demands and/or commitments requested by Vidler or its assignees.

1.2 So long as no amounts described in Sections 1.4, 1.5 or 4 remain due to Carson City, Vidler may remove Dedicated Water Rights provided that such Dedicated Water Rights have not been credited against will-serve commitments or dedication requirements, if any, or other water right demands and/or commitments by Vidler or its assignees. If these conditions are satisfied, the City Manager or his designee shall approve the removal of the Dedicated Water Rights and shall cooperate with Vidler or its assignee in filing all State Engineer change applications and other documents necessary to effectuate a reconveyance of the Dedicated Water Rights to Vidler or its assignee. Carson City agrees to review and advise Vidler of any limitations or regulations on future and additional Dedicated Water Rights and Vidler agrees to comply with such limitations and regulations as uniformly applied by Carson City.

1.3 The parties agree that, subject to approval by the City Manager or his designee, Vidler may dedicate water rights to Carson City either to substitute for Dedicated Water Rights or as additional Dedicated Water Rights. The City Manager or his designee shall have the discretion to approve or reject any such water rights based upon a review of title and ownership of the water rights, representations and warranties

that the water rights are free and clear of all liens and encumbrances, the type and quantity of the water rights, and any other factors bearing on the ability of Carson City to use the water rights within the Service Areas.

1.4 In order to offset certain infrastructure and facility costs incurred by Carson City, Vidler or its assignee shall pay a one-time fee of \$500.00 per acre-foot of Water Right Credits that is requested for will-serve commitments in Lyon County or in Carson City, if a dedication requirement is imposed in Carson City in the future. The fee shall be payable to Carson City at the time of the request for the will-serve commitment and shall be in addition to any other fees necessary to receive water utility service, including connection fees. The fee shall be adjusted every 5 years by ten percent (10%), so that in October of the year 2016 the fee shall be \$550.00 per acre-foot. Vidler shall have the right to receive will-serve commitments for the first one hundred (100) acre-feet of Water Right Credits without the payment of this fee based upon and in consideration for certain dedications and cooperative measures made to the Carson City Utilities system by Vidler, including, but not limited to, the connection with the Lyon County water system.

1.5 Water Rights Credits available as the result of the issuance of permits will be placed to beneficial use within the Service Areas. Carson City will file, as necessary, applications for extensions of time, proofs and other appropriate documents for the purpose of maintaining the validity of the Dedicated Water Rights and for obtaining the maximum use of the Dedicated Water Rights. Carson City shall not be responsible for any act, omission, condition, event or State Engineer decision that affects the validity of the Dedicated Water Rights if such act, omission, event or State Engineer decision is not reasonably foreseeable or outside of the control of Carson City. In the event that extraordinary actions, including an administrative hearing or appeal, are necessary to maintain the validity of the Dedicated Water Rights and to obtain the maximum use of the Dedicated Water Rights, Vidler shall be responsible for the costs

associated with such actions as provided for in Section 2.5 below. During the time the Water Rights Credits remain uncommitted and unallocated to an approved project, all direct costs and filing fees, including permit fees, paid by Carson City shall be reimbursed to Carson City by Vidler or its assignees, as provided in Section 4 below.

1.6 This Agreement does not create a legal trust relationship between the parties. The use of the term "in trust" in the recitals of this Agreement is intended to clarify that Vidler maintains a beneficial interest in the Dedicated Water Rights, and is in no way meant to create or refer to any fiduciary or other special relationship between the parties that would require a higher standard of care, or any duty of loyalty, on the part of Carson City.

## 2. TRANSFER AND ASSIGNMENT

2.1 So long as no amounts described in Sections 1.4, 1.5 or 4 remain due to Carson City, Vidler may, at any time following issuance of the permits, transfer and assign its right to uncommitted and unallocated Water Rights Credits by the execution and delivery to Carson City or Lyon County of an Assignment of Water Rights Credits ("Assignment" or "Assignments") as provided for herein. The Assignments shall be in the form attached hereto as Exhibit B and signed by Vidler, the assignee, and Carson City. The Assignment must be signed and approved by Carson City in order to be effective, but approval may only be withheld due to (i) a failure by Vidler to pay all amounts due to Carson City, or (ii) a refusal by the assignee to accept the obligations imposed under the Agreement.

2.2 The Water Rights Credits resulting from the permits shall be held by Carson City or Lyon County pursuant to the terms and conditions of this Agreement, and the assignment of Water Right Credits in excess of the Water Right Credits attributable to the Dedicated Water Rights described in Exhibit A shall not be made by Vidler until such time as additional dedicated water rights and all necessary permits have been obtained by Vidler and assigned to Carson City or Lyon County.



2.3 Carson City, Lyon County and Vidler and/or its assignees shall annually agree upon the accounting and reconciliation of the total Water Rights Credits transferred and assigned by means of an accounting presented by Vidler and/or its assignees in a format or schedule acceptable to Carson City or Lyon County. The termination, default or other action related to one assignee shall not affect the rights or obligations of any other assignee.

2.4 Carson City makes no representations or warranties with regard to the adequacy of the Dedicated Water Rights for use in Lyon County and the parties hereto acknowledge and agree that in order for the Dedicated Water Rights to be put to beneficial use in Lyon County, an agreement between Carson City and Lyon County may be necessary in addition to the Interlocal Contract described herein. Wherever this Agreement references Lyon County, that reference anticipates, and is dependent upon, the execution of such an agreement between Carson City and Lyon County.

2.5 The parties hereto acknowledge and agree that if any of the Dedicated Water Rights are protested in any proceedings before the State Engineer or Federal Water Master that Vidler shall pursue and prosecute any such protest, administrative hearing, and appeal as may be required to obtain the necessary entitlements and permits for the Dedicated Water Rights. Carson City agrees to support such activities of Vidler provided that Carson City incurs no costs in such activities.

### 3. WILL-SERVE COMMITMENTS AND TEMPORARY USE

3.1 At such time as the Dedicated Water Rights have been conveyed to Carson City as provided for in Section 1.1 above and the appropriate permits have been issued by the State Engineer, Vidler and/or its assignees, may request will-serve commitments for up to the total amount of acre-feet of Water Rights Credits then currently banked with Carson City, as provided in Section 1 above. Carson City is not required to allow Water Rights Credits to be credited against will-serve commitments until the State Engineer has approved all necessary change applications for the

underlying Dedicated Water Rights. Additional will-serve commitments are subject to the limitations of Section 1.3 above and the dedication of additional water rights or other agreement with Carson City. The Water Rights Credits will be held in an account as a credit for Vidler and/or its assignees as provided in this Agreement. The quantity of Water Rights Credits to be applied to and credited against any such will-serve commitments shall be consistent with the demonstrated average annual consumption for similarly sized parcels based upon existing metered users within the Service Areas. Carson City agrees that the Assignments will also be accepted in satisfaction of the requirements for dedication of water rights, if any, in connection with requests for will-serve commitments.

3.2 The parties agree that, subject to the provisions of Section 3.1, above, the respective service provider within the Service Areas will be the final authority in determining the number of will-serve commitments which may be granted.

3.3 Carson City, subject to the terms and conditions of the permits and the provisions of Sections 2.2 and 3.1, above, is also the final authority regarding the dedication rate, if any, associated with any will-serve commitments which may be issued in Carson City from the Water Rights Credits.

3.4 Prior to the time when all of the Water Rights Credits are in actual use for approved service, Carson City, at its sole cost and expense, may utilize some or all of the remaining uncommitted water rights associated with the Water Rights Credits that have not been called upon as the basis of will-serve commitments for its general municipal purposes, including groundwater recharge or conjunctive use management, irrigation, recreation, open space, commercial, wildlife, in-stream flow or conservation within the Service Areas. Any jurisdiction's use of the Water Rights Credits is strictly limited to temporary uses that will not diminish or have adverse quantitative effect on the rights of Vidler or its assignees to put the full amount of the Water Rights Credits hereunder to beneficial use, and is subject to the limitations of Section 2.2 above. All

use of the Water Rights Credits shall be subject to the Interlocal Contract and any future interlocal agreements between Carson City and Lyon County.

3.5 The parties have many and varied types and quantities of water rights, ranging from surface rights to underground rights and from agricultural uses to municipal uses. Nothing herein contained precludes the parties from substituting and /or exchanging rights between the parties for purposes of satisfying water demands within the Service Areas of Carson City and Lyon County as the same may arise in the future, from time to time.

4. COSTS AND FEES: Vidler shall be responsible for all legal, administrative and engineering costs and fees, including permit fees, associated with the dedication, transfer and continued maintenance of the Dedicated Water Rights. Carson City shall submit an invoice to Vidler within thirty (30) days of incurring costs or fees or within thirty (30) days of the execution or amendment of this Agreement, whichever is later. Vidler shall reimburse Carson City for costs and fees within thirty (30) days of receipt of the invoice.

Vidler shall be responsible for all legal, administrative and engineering costs and fees, including permit fees, associated with the removal and reconveyance of Dedicated Water Rights. Vidler shall not be entitled to reimbursement from Carson City for these costs and fees.

5. WATER RESOURCE ISSUES: The parties hereto agree to work and plan cooperatively to resolve issues which may arise relating to the nature and extent of water quality, distribution and water production limitations or inadequacies within the Service Areas which may benefit the parties and the use of the Dedicated Water Rights.

6. TERMINATION: This Agreement will terminate of its own accord at such time as the total amount of the Dedicated Water Rights Credits provided for herein have been put to beneficial use within the Service Areas unless terminated sooner by the written agreement of the parties.

**424651**

7. MISCELLANEOUS

7.1 Assignment: So long as no amounts described in Section 1.4, 1.5 and 4 remain due to Carson City, Vidler may assign this Agreement and all rights and obligations hereunder upon receiving prior written approval from Carson City, which approval may only be withheld due to (i) a failure by Vidler to pay all amounts due to Carson City, or (ii) a refusal by the assignee to accept the obligations imposed under the Agreement. All of the parties' rights inure to, and the obligations are binding upon, the parties' successors in interest. Carson City may not assign this agreement without the express written consent of Vidler.

7.2 Survival: This Agreement and the covenants, warranties and representations contained herein shall survive the execution of this Agreement.

7.3 Entire Agreement: This Agreement, together with any exhibits and other matters attached hereto and/or incorporated herein by reference, constitutes the entire agreement between the parties and relates to the water rights set forth on Exhibit "A" (as that may be amended and expanded in the future). Subject to the Agreements between the parties which are executed and in good standing as of the date of this Agreement, all other terms, conditions, representations, warranties, understandings and interpretations contained in any other written or oral communications between the parties are superseded. In executing this Agreement, the parties acknowledge that they are relying solely on the matters set forth herein and not on any other inducements, written or oral, by the other party or any agent, employee or representative thereof.

7.4 Severability: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, and provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated. The rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Nevada.

**424651**

7.5 Arbitration of Disputes: Any controversy or claim arising out of or relating to this Agreement, or the claimed breach or interpretation thereof, including, but not limited to, any impasse reached by the parties after negotiating in good faith, shall be resolved by binding arbitration, subject to the following provisions:

The party seeking arbitration (the "Demanding Party") shall deliver a written notice of demand to resolve dispute (the "Demand") to the other party (the "Non-Demanding Party"). The Demand shall include a brief statement of the Demanding Party's claim or controversy, the amount or other nature thereof, and the name of the proposed arbitrator to decide the dispute. Within ten (10) days after receipt of the Demand, the Non-Demanding Party against whom the Demand is made shall deliver a written response to the Demanding Party. Such response shall include a short and plain statement of the Non-Demanding Party's defenses to the claim and shall also state whether such party agrees to the arbitrator chosen by the Demanding Party. If the Non-Demanding Party fails to agree to the arbitrator chosen by the Demanding Party, then such Non-Demanding Party shall state in its response the name of a proposed arbitrator chosen by such Non-Demanding Party as the proposed arbitrator. If the Non-Demanding Party fails to deliver its written response to the Demanding Party within ten (10) days after receipt of the demand, or if the Non-Demanding Party fails to select in its written response a proposed arbitrator, then the arbitrator selected by the Demanding Party shall serve as the arbitrator. An arbitrator shall not be employed by any party or any affiliate of any party, directly, indirectly or as an agent, except in connection with an arbitration proceeding. Any person appointed as an arbitrator shall be knowledgeable and experienced in the matter(s) sought to be arbitrated.

The locale of any arbitration shall be in Carson City, Nevada.

If the Non-Demanding Party selects a proposed arbitrator different than the arbitrator selected by the Demanding Party, and such selection is indicated by the Non-Demanding Party in its written response to the Demanding Party

made within ten (10) days after receipt of the demand, then the parties shall, for ten (10) days after the Demanding Party's receipt of the Non-Demanding Party's written response to the demand, attempt to agree upon an arbitrator. If the parties cannot agree upon an arbitrator within such ten (10) day period, then upon request of the Demanding Party, a single neutral arbitrator shall be appointed by the two arbitrators selected by the parties.

The arbitrator shall apply the substantive laws of the State of Nevada and the Rules of Evidence of Nevada. The arbitration shall be conducted in accordance with the Nevada Arbitration Rules as set forth in Subpart B of the Nevada Rules Governing Alternative Dispute Resolution and the arbitrator's decision shall only be subject to review as set forth in Chapter 38 of the Nevada Revised Statutes.

The costs of resolution (including reporter costs) shall be split between the parties equally, provided, however, that such costs, along with all other costs and expenses, including attorneys' fees, shall be subject to award, in full or in part, by the arbitrator, in his or her discretion, to the prevailing party. Unless the arbitrator so awards attorneys' fees, each party shall be responsible for its own attorneys' fees.

To the extent possible, the arbitration hearings shall be conducted on consecutive days, excluding Saturdays, Sundays and holidays, until the completion of the hearings.

In connection with any arbitration proceedings commenced hereunder, any party shall have the right to join any third parties in such proceedings in order to resolve any other disputes, the facts of which are related to the matters submitted for arbitration hereunder.

The arbitrator shall render his or her decision(s) concerning the substantive issues in dispute in writing. The written decision shall be sent to the parties no later than thirty (30) days following the last hearing date.

All hearings shall be concluded within ninety (90) days from the day the arbitrator is selected or appointed, unless the arbitrator determines that this deadline is impractical.

If any of the provisions relating to arbitration are not adhered to or complied with, either party may petition the First Judicial District Court of the State of Nevada for appropriate relief.

The award of the arbitrator may be entered as a judgment in a court of competent jurisdiction. All arbitration conducted under this Article shall be in accordance with the Nevada Arbitration Rules as set forth in Subpart B of the Nevada Rules Governing Alternative Dispute Resolution and Chapter 38 of the Nevada Revised Statutes. To the extent permitted by law, compliance with this Article is a condition precedent to the commencement by any party of a judicial proceeding arising out of any dispute relating directly or indirectly to this Agreement in accordance with the Nevada Arbitration Rules as set forth in Subpart B of the Nevada Rules Governing Alternative Dispute Resolution and Chapter 38 of the Nevada Revised Statutes, and any judgment or award rendered by the arbitrator shall be final, binding and unappealable, and judgment may be entered by any court having jurisdiction thereof. The parties hereto intend that the provisions to arbitrate set forth herein be valid, enforceable and irrevocable. In his or her award the arbitrator shall allocate, in his discretion, among the parties to the arbitration at all costs of the arbitration, including the fees and expenses of the arbitrator and reasonable attorney's fees, costs and expert witness expense of the parties. The parties hereto agree to comply with any award made in any such arbitration proceedings that has become final in accordance with the Nevada law and agree to the entry of a judgment in any jurisdiction upon any award rendered in such proceedings becoming final. The arbitrator shall be entitled, if appropriate, to award any remedy in such proceedings, including monetary damages, specific performance,

**424651**

temporary restraining order, preliminary injunction, injunction and all other forms of legal and equitable relief, including punitive damages.

7.6 Notice: No notice, request, demand, instruction or other document to be given hereunder to any Party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery) delivered by air courier next-day delivery (e.g., Federal Express), or delivered by U.S. mail, sent by registered or certified mail, return receipt requested as follows:

If to Vidler, to: Vidler Water Company, Inc.  
Attention: Dorothy A. Timian-Palmer  
3480 GS Richards Blvd., Suite 101  
Carson City, NV 89703

If to Carson City, to: Carson City  
Attention: Andy Burnham, Public Works Director  
Carson City, Nevada, 89701

Notices delivered by courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. The addresses and addressees, for the purpose of this paragraph, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.



7.7 Counterpart: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Dated this 3rd day of May, 2012.

**VIDLER:**  
VIDLER WATER COMPANY, INC.

**CARSON CITY:**  
CARSON CITY

By: *Dorothy A. Timian Palmer*  
Dorothy A. Timian Palmer,  
President

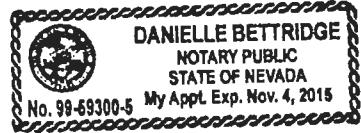
By: *[Signature]*

Attest: *Kathleen King* Deputy  
for: Carson City Clerk *[Signature]*

STATE OF NEVADA )  
                  Carson City ) ss.  
COUNTY OF \_\_\_\_\_ )

On this 3rd day of May, 2012, personally appeared before me, a Notary Public, Dorothy A. Timian Palmer, personally known to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that he/she executed the above instrument on behalf of Vidler Water Company, Inc.

*Danielle Bettridge*  
NOTARY PUBLIC



STATE OF NEVADA )  
                  Carson City ) ss.  
COUNTY OF \_\_\_\_\_ )

On this 12th day of June, 2012, personally appeared before me, a Notary Public, Robert L. Crowell, personally known to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that he/she executed the above instrument on behalf of Carson City.

*Laura A. Banks*  
NOTARY PUBLIC

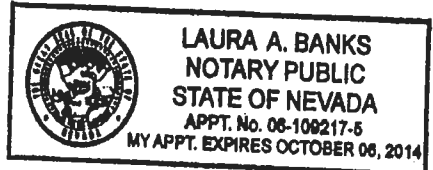
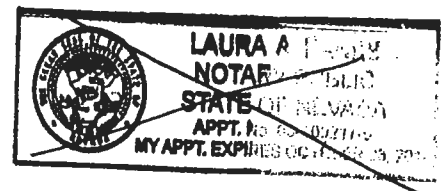


EXHIBIT A

Dedicated Water Rights

**424651**

App	Stat	Src	MOU	Priority	Irr Ac.	CO	Segment	Duty Approp	Mun AF	Basin	Basin Name
78371	PER	UG	MUN	9/4/1987		CC			13.78	104	EAGLE VALLEY
701DCR	DEC	STR	IRR	1884	37.08	CC	7 - Mexican Dt.	166.86		103	DATYON VALLEY
702DCR	DEC	STR	IRR	1897	5	CC	7 - Mexican Dt.	22.5		103	DATYON VALLEY

424651

EXHIBIT B

Form Assignment of Water Rights Credits

ASSIGNMENT OF WATER RIGHTS CREDITS

This Assignment of Water Rights Credits ("Assignment") is entered into by and between Vidler Water Company, Inc., a Nevada corporation, ("Assignor") and \_\_\_\_\_, ("Assignee").

RECITALS:

1. Assignor entered into a Water Rights Banking and Dedication Agreement (the "Banking Agreement") with Carson City, A Consolidated Municipality, dated \_\_\_\_\_, 2012, a copy of which is attached hereto as Exhibit "A".

2. Pursuant to the Banking Agreement, Assignor has conveyed certain water rights to Carson City for use within the Service Area as defined in the Banking Agreement.

3. Pursuant to the Banking Agreement, Assignor owns and controls Water Rights Credits that may be utilized to satisfy the water rights portion of "will-serve" commitments within the Service Area.

4. Pursuant to the Banking Agreement, Assignor desires to assign and Assignee desires to acquire \_\_\_\_\_ acre-feet of Assignor's Water Rights Credits pursuant to the Banking Agreement.

5. Assignor has paid, or reimbursed, Carson City for all costs and fees required to date by the Water Rights Banking and Dedication Agreement.

6. Carson City may rely upon the face value representations of the validity of this Assignment without the duty to inquire beyond the face of this Assignment.

7. This Assignment must be signed and approved by Carson City in order to be effective.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, assigns, and

**424651**

transfers to Assignee all of Assignor's rights, title and interest to \_\_\_\_ acre feet of Water Rights Credits under and pursuant to the Banking Agreement. The Water Rights Credits conveyed under this Assignment are further described as follows:

\_\_\_\_\_  
Assignee hereby assumes Assignor's obligations, duties, responsibilities and liabilities with respect to \_\_\_\_ acre feet of Water Rights Credits in order to satisfy the requirements for the dedication of water rights in connection with a request(s) for will-serve commitments under the terms of the Banking Agreement and agrees to be bound by each and all of the terms and provisions of the Banking Agreement and all other uniformly applied will-serve commitment requirements of Carson City with regard to \_\_\_\_ acre feet of Water Rights Credits.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2012.

Assignor:

VIDLER WATER COMPANY, INC.  
A Nevada corporation

By: \_\_\_\_\_  
Dorothy Timian-Palmer  
President

Assignee:

By: \_\_\_\_\_  
\_\_\_\_\_

CARSON CITY

By: \_\_\_\_\_  
\_\_\_\_\_

**424651**

STATE OF NEVADA     )  
                                      : ss.  
CARSON CITY            )

On \_\_\_\_\_, 2012, DOROTHY A. TIMIAN-PALMER,  
personally appeared before me, a notary public, personally known to me to be the  
person whose name is subscribed to the foregoing instrument and who acknowledged  
to me that she is the President of Vidler Water Company, a Nevada corporation, and  
who acknowledged to me that she executed the foregoing Assignment on behalf of said  
company.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA     )  
                                      : ss.  
COUNTY OF            )

On \_\_\_\_\_, 2012, \_\_\_\_\_, personally  
appeared before me, a notary public, personally known to me to be the person whose  
name is subscribed to the foregoing instrument and who acknowledged to me that \_he  
is the \_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_, and who acknowledged to me that \_he  
executed the foregoing Assignment on behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC

## IMPROVEMENT AGREEMENT

This Improvement Agreement is dated this 20 day of DECEMBER, 2007 by and between CARSON CITY, NEVADA, a consolidated municipality, hereinafter referred to as CARSON CITY and VIDLER WATER COMPANY, INC., a Nevada corporation, hereinafter referred to as VIDLER.

### RECITALS:

1. Pursuant to CARSON CITY Charter, Section 2.275 (1), in part, the CARSON CITY Board of Supervisors may at any time, or from time to time, acquire, improve, operate and maintain a water project within or without CARSON CITY.

2. Pursuant to CARSON CITY Charter, Section 2.275(2), in part, "water project" means facilities pertaining to a municipal water system for the collection, transportation, treatment, purification and distribution of . . . untreated water or potable water for domestic, commercial, and industrial use and irrigation (or any combination thereof)."

3. CARSON CITY is currently the owner and operator of a municipal water system, providing water to users within CARSON CITY.

4. By entering into this agreement, CARSON CITY will be able to provide greater reliability of its municipal water systems during periods of planned critical work, operational difficulties, unanticipated reductions in supply and declared drought emergencies and would be enhanced by the construction and operation of an intertie between LYON COUNTY and CARSON CITY.

5. VIDLER is the owner of certain Carson River Decree water rights as set forth in Exhibit "A" attached hereto ("WATER RIGHTS"). VIDLER has or will have additional Carson River Decree water rights totaling as much as 5,000 acre feet that VIDLER has or is acquiring that will be treated as "WATER RIGHTS" within the intent of this Agreement and Exhibit "A" shall be amended accordingly from time to time.

6. VIDLER has specific professional expertise, including but not limited to legal and engineering expertise, in the planning, regulatory approval, development and improvement of various types of water resources. VIDLER has the demonstrated financial ability to fund the development and improvement activities necessary to undertake and complete such planning and regulatory approval related activities.

7. VIDLER and CARSON CITY desire to provide for the construction of certain water production and delivery infrastructure as provided for by the terms of this Improvement Agreement.

8. In addition, VIDLER and CARSON CITY desire to provide water resources to augment the peaking capacity of CARSON CITY pursuant to the terms of this Improvement Agreement.



NOW THEREFORE, IN CONSIDERATION of the mutual covenants and conditions herein contained and other good and valuable consideration receipt of which is hereby acknowledged, the parties do agree as follows:

**ARTICLE 1. INFRASTRUCTURE IMPROVMENTS AND MAINTENANCE:**

1.01 VIDLER, at its sole cost, will drill, construct, install, equip and improve a municipal infiltration well(s), well-houses and related infrastructure on certain real property owned by CARSON CITY identified generally as Assessor's parcel Number 010-581-17 and known as Well Site #56 and on certain real property owned by VIDLER identified generally as Assessor's Parcel Numbers 010-581-05, 010-581-06 and 010-582-06 and known as Well Site #57. VIDLER will obtain, at VIDLER's sole cost, all required easements for CARSON CITY for repair and maintenance of said improvements.

1.02 VIDLER will construct, install, equip and improve a sixteen inch (16") water pipeline, and related infrastructure as necessary, from the well described above to CARSON CITY's existing water pipeline located in or adjacent to Morgan Mill Road. The length of the connecting "intertie" pipeline will be approximately 4,200 lineal feet, and shall be installed pursuant to the plans and design approved by CARSON CITY.

1.03 VIDLER will construct, install, equip and improve a sixteen inch (16") water pipeline, and related infrastructure as necessary, from CARSON CITY'S existing water pipeline to LYON COUNTY's water system in the vicinity of the township of Dayton, Nevada, pursuant to an agreement between LYON COUNTY and VIDLER. Said pipeline and related infrastructure shall be installed pursuant to the plans and specifications of LYON COUNTY.

1.04 All infrastructure and improvements located within Carson and provided for herein will be constructed in accordance with the current requirements and standards of CARSON CITY.

1.05 Upon completion of the construction of the improvements VIDLER will dedicate to CARSON CITY and thereafter CARSON CITY will be the owner and operator of the infrastructure located in CARSON CITY as described in Sections 1.01, 1.02, and 1.03 and shall be responsible for all costs related to the operation and maintenance of such improvements.

**ARTICLE 2. WATER TO CARSON CITY:**

2.01 VIDLER agrees to transfer, deed and convey the ownership of 50 acre-feet of WATER RIGHTS to CARSON CITY. The 50 acre-feet of WATER RIGHTS to be conveyed to CARSON CITY pursuant to this paragraph shall be the most senior WATER RIGHTS owned or otherwise held by VIDLER at the time of this Agreement

2.02 Subject to the terms of this Agreement, CARSON CITY and VIDLER agree to cooperate in allocating water rights owned by CARSON CITY to Well # 56 and/or other wells and infrastructure developed and constructed by VIDLER for the benefit of CARSON CITY, as the capacity of such wells and infrastructure will allow.

## IMPROVEMENT AGREEMENT

### ARTICLE 3. COOPERATION WITH LYON COUNTY:

3.01 CARSON CITY, in consideration for the improvements described and to be dedicated as set forth in Article 1 and the 50 acre-feet of water in Article 2, agrees to transmit, pass through and convey the remaining WATER RIGHTS through CARSON CITY'S municipal water system and through the intertie infrastructure to LYON COUNTY subject to an Operating Agreement between CARSON CITY and LYON COUNTY, which allows CARSON CITY and LYON COUNTY to be reimbursed for operating, maintenance and replacement costs.

3.02 It is acknowledged and understood that the water served to LYON COUNTY may be water from any and all CARSON CITY sources, but shall not exceed the amount of WATER RIGHTS defined in RECITAL 5 of this agreement.

3.03 CARSON CITY will use its best efforts to convey the WATER RIGHTS through the intertie infrastructure to LYON COUNTY, and VIDLER understands and acknowledges that CARSON CITY will operate its municipal water system pursuant to applicable CARSON CITY regulations, municipal standards as well as any applicable state and federal regulations. CARSON CITY is not responsible to provide any quantity of water to Lyon County that exceeds the capability and capacity of the well(s) and infrastructure provided by VIDLER, and described in Article 1 above, for this purpose.

3.04 VIDLER and CARSON CITY agree to work cooperatively with LYON COUNTY to provide for the interconnection of CARSON CITY'S municipal water supply system with the water supply system of LYON COUNTY that serves the Dayton area of LYON COUNTY.

3.05 VIDLER and CARSON CITY agree and acknowledge that VIDLER'S obligations pursuant to Articles 1 and 2 above are contingent upon VIDLER and CARSON CITY each entering into agreements with LYON COUNTY that provide for construction of infrastructure improvements in LYON COUNTY and allow water from the infiltration well(s) described in Article 1 above to be utilized for municipal and industrial purposes in the Dayton area of LYON COUNTY.

3.06 VIDLER acknowledges that it will use its best efforts to enter into a Development Agreement with LYON COUNTY to provide for construction of infrastructure improvements within LYON COUNTY that will allow WATER RIGHTS appropriated from the infiltration well(s) described in Article 1 above to be utilized for municipal purposes in the Dayton area of LYON COUNTY subject to a Water Banking Agreement between LYON COUNTY and VIDLER.

### ARTICLE 4. PERMITTING:

4.01 VIDLER agrees that it will undertake and pay for such action as may be necessary for the permitting of any and all water rights related or necessary under the terms of this Improvement Agreement. Such permitting may include but not be limited to any filings, hearings, litigation and related matters as are necessary to secure a final permit to fully permit the water for municipal use within LYON COUNTY.

4.02 VIDLER agrees that it will undertake and pay for such action as may be necessary to obtain and permit from any state, local or federal agencies required for rights of way, well sites, tank sites or other infrastructure that is required or necessary under the terms of this Improvement Agreement.

4.03 For facilities within CARSON CITY, VIDLER will contract with all necessary engineers and other professionals as are required to develop plans and specifications for the infrastructure to be installed and constructed and in order to obtain all building permits for the improvements contemplated by the terms of this Improvement Agreement. All plans and specifications shall be subject to the approval of CARSON CITY. VIDLER shall pay all plan check fees and building permit fees necessary to obtain such construction permits.

#### **ARTICLE 5. RESERVATION OF CAPACITY:**

5.01 The parties acknowledge and agree that all of the capacity of the well, pipeline, pumps and related "intertie" infrastructure improvements constructed by VIDLER, and described in Article 1 above, except for the 50-acre feet of WATER RIGHTS in Article 2, shall be reserved by VIDLER subject to the terms of this Agreement and the LYON COUNTY Water Banking Agreement. VIDLER may utilize all of such capacity, except for CARSON CITY'S ARTICLE 2 WATER RIGHTS and in accordance with the terms of this Agreement and the uniformly applied standards and regulations of CARSON CITY.

5.02 During times of emergency or system failure or as otherwise determined by LYON COUNTY and CARSON CITY VIDLER acknowledges and agrees that CARSON CITY and LYON COUNTY shall use the "intertie" infrastructure described in ARTICLE 1 to serve the needs of both or either community.

#### **ARTICLE 6. MISCELLANEOUS:**

6.01 TERM. Unless extended by the parties, the term of this Improvement Agreement and the parties' obligations hereunder shall be as long as there are WATER RIGHTS held by VIDLER pursuant to the terms of the LYON COUNTY Water Banking Agreement.

6.02 ASSIGNABILITY. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors in interest. This Agreement may be assigned by either party with the written consent of the other party which consent will not be unreasonably withheld except that VIDLER may assign this Agreement and the rights hereunder to an affiliated or parent company.

## IMPROVEMENT AGREEMENT

6.03 INDEMNIFICATION. To the fullest extent permitted by law, VIDLER shall indemnify, hold harmless and defend, at CARSON CITY'S option, not excluding the CARSON CITY'S right to participate, CARSON CITY from and against all liability, claims, actions, damages, losses and expenses, including, without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent, willful or unlawful acts or omissions of VIDLER or VIDLER'S officers, employees, contractors, agents, representatives, volunteers or any other performing work for VIDLER during construction of the wells and related infrastructure construction on CARSON CITY property.

6.04 SURVIVAL. This Agreement and the covenants, warranties and representations contained herein shall survive the execution of this Agreement.

6.05 ENTIRE AGREEMENT. This Agreement contains the complete and entire agreement between the parties, and no modification, alteration or change of this Agreement shall be binding upon the parties unless evidenced by an agreement in writing, signed by the parties, after the date of this Agreement.

6.06 NOTICES. Any notice, request, demand, statement or payment related to this Agreement shall be made to the Parties as follows:

### CARSON CITY:

Address: 201 N. Carson Street, Suite 2  
CARSON CITY, NV 89701  
Attn: Linda Ritter, City Manager  
Phone: 775-887-2100 x 202  
Fax: 775-887-2286

### VIDLER:

Address: 3480 GS Richards Blvd, Suite 101  
CARSON CITY, NV 89703  
Attn: Dorothy Timian-Palmer  
Phone 775-885-5000 x 101  
Fax: 775-885-5005

6.07 CHOICE OF LAW. This Agreement shall be construed and interpreted under, governed and enforced according to the laws of the State of Nevada.

6.08 ENFORCEABILITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, and provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated. In the event the Agreement as a whole is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties agree to work cooperatively to insure that all of VIDLER'S WATER RIGHTS except the ARTICLE 2 CARSON CITY water rights are confirmed to be owned solely by VIDLER.

6.09 FORCE MAJEURE. In the event either party is rendered unable by an event of Force Majeure to carry out wholly or in part its obligations under this Agreement and if such Party gives notice and full particulars of such event of Force Majeure to the other Party as soon as practicable after the occurrence of the event relied on, then, the obligations of the Party affected by such event of Force Majeure shall be suspended, but only to the extent of such claiming Party's inability to perform under this Agreement caused by such Force Majeure from inception and throughout the period of continuance of any such inability so caused, but for no longer period. Such Force Majeure event shall, so far as practicable, be remedied with all reasonable dispatch by the claiming of the party.

6.10 RELATIONSHIP OF PARTIES. The relationship between the parties created by this Agreement shall be limited to the performance of this Agreement and does not concern any other activities or business of either party. Nothing herein shall be construed to authorize either party to act as a general agent for the other party. This Agreement shall not be construed as a partnership or joint venture, and neither party shall be liable or responsible for any obligation, liability or claim incurred by the other, except as specifically provided for herein. By the terms of this Agreement, CARSON CITY does not abdicate, delegate or waive any of its statutory authority and/or police powers as a political subdivision of the State of Nevada nor does CARSON CITY in any manner or form incur any liability whether contingent or absolute for the work that is envisioned to be performed under the terms of this Agreement. CARSON CITY and VIDLER agree to cooperate to insure that all permitting, construction and operation of the WATER RIGHTS, intertie infrastructure which are the subject of this Agreement are completed in the most responsible and efficient manner.

6.11 DISPUTE RESOLUTION: If a dispute between the parties arises with respect to the rights or obligations under this Agreement, or as a result of this Agreement, and such dispute cannot be resolved in an informal fashion, the parties shall submit their dispute to arbitration before a single arbitrator in accordance with the Nevada Arbitration Rules. The parties agree that such arbitration shall be held in CARSON CITY, Nevada. The decision of the Arbitrator shall be final and binding upon the parties, and may be enforced by any court having jurisdiction therefor. Each party shall bear its own costs, including attorney's fees, and shall share equally in the arbitration costs and fees, unless otherwise assessed by the arbitrator. The prevailing party in any dispute shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief awarded. The parties hereby specifically waive their right to file any action at law or in equity arising from any implementation, interpretation or performance of this agreement or the subject of this agreement except as specifically provided herein. This provision requiring arbitration constitutes a specific waiver of the right to trial by jury or to proceed in any Nevada or Federal District Court or in the courts of any other state, except (a) a party does not waive trial by jury or the right to proceed before a court of competent jurisdiction if a party necessary to the adjudication of the dispute refuses to or cannot by legal process be compelled to participate in arbitration or; (b) with respect to the right to seek enforcement of or compliance with this agreement to submit to arbitration.

**IMPROVEMENT AGREEMENT**

6.12 **COUNTERPART:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

VIDLER WATER COMPANY, INC.,  
a Nevada corporation

By: *Dorothy A. Timian-Palmer*  
Dorothy A. Timian-Palmer  
President

CARSON CITY,  
a Consolidated Municipality

By: *Marv Teixeira*  
Marv Teixeira  
Mayor

Attest: *[Signature]*  
Clerk

Approved as to content and form:  
By: *Neil A. Rembaro*  
Neil A. Rembaro, Esq.  
Carson City District Attorney

Exhibit "A"

Carson River Decree Claim Number	Irrigated Acres	Year of Priority	Consumptive Use Total (2.5 Acre-Foot per Acre)
<b>Jarrard Water Rights</b>			
691	39.44	1911	98.600
	30.22		75.550
694 *	9.00	1860	22.500
695 **	30.66	1869	76.650
	6.31		15.775
	10.23		25.575
	3.79		9.475
696	15.50	1911	38.750
	21.75		54.375
	86.19		215.475
	7.25		18.125
709	51.75	1899	129.375
	31.25		78.125
710	18.75	1905	46.875
	1.92		4.800
	3.20		8.000
<b>Graham Water Rights</b>			
701	32.30	1884	80.750
	4.78		11.950
702	5.00	1897	12.500
<b>TOTALS</b>	<b>409.29</b>		<b>1,023.225</b>

\* 22.5 Acre-Feet of Consumptive Use to be conveyed to Carson City from DCR 694

\*\* 27.5 Acre-Feet of Consumptive Use to be conveyed to Carson City from DCR 695

## DEVELOPMENT AGREEMENT

This Development Agreement date this 23<sup>rd</sup> day of October 2007 by and between LYON COUNTY, a political subdivision of the State of Nevada, and VIDLER WATER COMPANY, INC., a Nevada corporation, hereinafter referred to as "VIDLER".

### RECITALS:

1. LYON COUNTY by and through its Utility Division, hereinafter "LYON COUNTY", is the owner and operator of a municipal water system, providing water to users within the Dayton/Moundhouse area of Lyon County.

2. VIDLER is the owner of certain Carson River Decree water rights ("WATER RIGHTS") and has specific professional expertise in areas, including but not limited to legal and engineering planning, regulatory approval, development and improvement of various types of water resources. VIDLER has the demonstrated financial ability to fund the development and improvement activities necessary to undertake and complete such planning and regulatory approval related activities.

3. VIDLER is in the process of or has entered into certain agreements with CARSON CITY, a consolidated municipality, for the construction of certain water production and delivery infrastructure to provide water resources to augment the peaking capacity of CARSON CITY and accommodate the use of the WATER RIGHTS in the Dayton/Moundhouse area of Lyon County for future development.

4. VIDLER and LYON COUNTY jointly desire to provide for the construction of certain water production and delivery infrastructure as provided for by the terms of this Development Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and conditions herein contained and other good and valuable consideration receipt of which is hereby acknowledged, the parties do agree as follows:

### ARTICLE 1. INFRASTRUCTURE IMPROVEMENTS:

1.01 VIDLER, at its sole cost, will construct, install, equip and improve a sixteen inch (16") water pipeline, and related infrastructure as necessary, from CARSON CITY'S Highway 50 water storage tank to LYON COUNTY'S upper Dayton water storage tank. The water pipeline will be installed within existing rights of way and easements owned or controlled by LYON COUNTY. The length of the pipeline will be approximately 5.6 miles.

VIDLER will also construct, install, equip and improve, at VIDLER'S sole cost, a booster pump at the location of the upper Dayton water storage tank in



accordance with LYON COUNTY's specifications and requirements. All of the improvements shall be collectively referred to as "Project Infrastructure".

LYON COUNTY, in exchange for the improvements and covenants herein contained agrees to grant VIDLER the right to utilize the existing LYON COUNTY utility infrastructure and rights of way for purposes of constructing the improvements described herein and conveying and delivering the WATER RIGHTS through the Project Infrastructure.

All Project Infrastructure provided for herein will be constructed in accordance with the current requirements and standards of LYON COUNTY and Nevada Department of Environmental Protection and in accordance with the plans and specifications.

#### **ARTICLE 2. COOPERATION WITH CARSON CITY:**

2.01 VIDLER and LYON COUNTY agree to work cooperatively with CARSON CITY to provide for the interconnection of CARSON CITY's municipal water supply system with the water supply system of LYON COUNTY that serves the Dayton/Moundhouse area.

2.02 VIDLER and LYON COUNTY agree and acknowledge that VIDLER's obligations pursuant to Article 1 above are contingent upon VIDLER and LYON COUNTY each entering into agreements with CARSON CITY that provide for construction of infrastructure improvements in CARSON CITY necessary to accomplish the purpose of this Agreement.

2.03 VIDLER acknowledges that it will use its best efforts to enter into a Development Agreement and other agreements with CARSON CITY to provide for construction of infrastructure improvements necessary to accomplish the purpose of this Agreement.

#### **ARTICLE 3. PERMITTING:**

3.01 VIDLER agrees that it will undertake and pay for such action as may be necessary for the permitting of any and all water rights related or necessary under the terms of this Development Agreement. Such permitting may include but not be limited to any filings, hearings, litigation and related matters as are necessary to secure a final permit to fully permit the WATER RIGHTS for municipal use within the Lyon County Utilities service area.

3.02 VIDLER agrees that it will undertake and pay for such action as may be necessary to obtain and permit from any state, local or federal agencies required for rights of way, well sites, tank sites or other infrastructure that is required or necessary under the terms of this Development Agreement.

3.03. VIDLER will contract with all necessary engineers and other professionals as are required to develop plans and specifications for the Project Infrastructure to be installed and constructed and in order to obtain all building permits for the improvements contemplated by the terms of this Development Agreement. All plans and specifications shall be subject to the approval of LYON COUNTY. VIDLER shall pay all plan check fees and building permit fees necessary to obtain such construction permits.

#### **ARTICLE 4. RESERVATION OF CAPACITY:**

4.01 It is expressly acknowledged and agreed between the parties hereto that the first 5,000 acre feet of capacity of the Project Infrastructure, shall be exclusively reserved to VIDLER. All capacity in excess of 5,000 acre feet shall be available to LYON COUNTY.

VIDLER exclusively reserves the rights to expand the existing and future Project Infrastructure for purposes of delivering Water Rights to LYON COUNTY as envisioned under the Water Banking Agreement for purposes of serving development within the service district boundaries of LYON COUNTY. Should VIDLER exercise this right, VIDLER shall be solely responsible for the costs and expense of upgrading, permitting, constructing and equipping the Project Infrastructure and any expansion thereof for additional capacity. Any such expansion shall be in conformance with the requirements of LYON COUNTY.

#### **ARTICLE 5. DEDICATION/OPERATION AND MAINTENANCE**

5.01 Upon completion of the construction of the Project Infrastructure to the satisfaction of the Lyon County Utilities/Lyon County engineer, VIDLER shall transfer and dedicate to LYON COUNTY by Bill of Sale, Assignment and this Agreement all of the Project Infrastructure built, installed and constructed in accordance with the approved plans and specifications, subject to VIDLER'S reserved right to capacity in the Project Infrastructure as set forth in Paragraph 4 above.

5.02 After the transfer of the Project Infrastructure, LYON COUNTY shall be responsible for the day-to-day operation, maintenance and repair of the Project Infrastructure and related permits, subject to the terms of this Agreement. All costs associated with the Project Infrastructure shall be the responsibility of LYON COUNTY.

5.03 VIDLER shall assign and transfer to LYON COUNTY any and all warranties, performance guarantees, product warranties, construction guarantees that are in any way related to the Project Infrastructure. VIDLER will cooperate and use its best efforts to enforce construction warranties, performance guarantees, product warranties or other related product or construction indemnities, guarantee or warranties that are in any way related to

the Project Infrastructure.

**ARTICLE 6. MISCELLANEOUS**

6.01 TERM. Unless extended by the parties, the term of this Development Agreement and the parties' obligations hereunder shall be as long as there are WATER RIGHTS held by LYON COUNTY pursuant to the terms of the Water Banking Agreement between VIDLER and LYON COUNTY, but not less than ten (10) years from the date hereof.

6.02 ASSIGNABILITY. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors in interest. This Agreement may be assigned by either party with the written consent of the other party which consent will not be unreasonably withheld except that VIDLER may assign this Agreement and the rights hereunder to an affiliated or parent company.

6.03 SURVIVAL. This Agreement and the covenants, warranties and representations contained herein shall survive the execution of this Agreement.

6.04 ENTIRE AGREEMENT. This Agreement contains the complete and entire agreement between the parties, and no modification, alteration or change of this Agreement shall be binding upon the parties unless evidenced by an agreement in writing, signed by the parties, after the date of this Agreement.

6.05 NOTICES. Any notice, request, demand, statement or payment related to this Agreement shall be made to the Parties as follows:

LYON COUNTY: County Manager  
Address: 27 South Main Street  
Yerington, NV 89447  
Attn: Dennis Stark  
Phone: 775-463-6531  
Fax: 775-463-6533

WITH COPY TO: LYON COUNTY UTILITIES  
P.O. Box 1699  
Dayton, NV 89403  
Attn. Mike Workman  
Phone: 775-246-6220  
Fax: 775-246-6223

////

VIDLER:

Address: 3480 GS Richards Blvd, Suite 101

Carson City, NV 89703

Attn: Dorothy Timian-Palmer

Phone 775-885-5000 x 101

Fax: 775-885-5005

6.06 CHOICE OF LAW. This Agreement shall be construed and interpreted under, governed and enforced according to the laws of the State of Nevada.

6.07 ENFORCEABILITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, and provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated. In the event the Agreement as a whole is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties agree to equitably divide or apportion the water right applications so each party holds one-half of the applications.

6.08 FORCE MAJEURE. In the event either party is rendered unable by an event of Force Majeure to carry out wholly or in part its obligations under this Agreement and if such Party gives notice and full particulars of such event of Force Majeure to the other Party as soon as practicable after the occurrence of the event relied on, then, the obligations of the Party affected by such event of Force Majeure shall be suspended, but only to the extent of such claiming Party's inability to perform under this Agreement caused by such Force Majeure from inception and throughout the period of continuance of any such inability so caused, but for no longer period. Such Force Majeure event shall, so far as practicable, be remedied with all reasonable dispatch by the claiming Party.

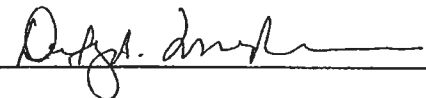
6.09 RELATIONSHIP OF PARTIES. The relationship between the parties created by this Agreement shall be limited to the performance of this Agreement and does not concern any other activities or business of either party. Nothing herein shall be construed to authorize either party to act as a general agent for the other party. This Agreement shall not be construed as a partnership or joint venture, and neither party shall be liable or responsible for any obligation, liability or claim incurred by the other, except as specifically provided for herein. By the terms of this Agreement, LYON COUNTY does not abdicate, delegate or waive any of its statutory authority and/or police powers as a political subdivision of the State of Nevada nor does LYON COUNTY in any manner or form incur any liability whether contingent or absolute for the work that is envisioned to be performed under the terms of this Agreement.

6.010 DISPUTE RESOLUTION: If a dispute between the parties arises with respect to the rights or obligations under this Agreement, or as a result of this Agreement, and such dispute cannot be resolved in an informal fashion, the parties shall submit their dispute to arbitration before a single arbitrator in accordance with the Nevada Arbitration Rules. The parties agree that such arbitration shall be held in Carson City, Nevada. The decision of the Arbitrator shall be final and binding upon the parties, and may be enforced by any court having jurisdiction therefor. Each party shall bear its own costs, including attorney's fees, and shall share equally in the arbitration costs and fees, unless otherwise assessed by the arbitrator. The prevailing party in any dispute shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief awarded. The parties hereby specifically waive their right to file any action at law or in equity arising from any implementation, interpretation or performance of this agreement or the subject of this agreement except as specifically provided herein. This provision requiring arbitration constitutes a specific waiver of the right to trial by jury or to proceed in any Nevada or Federal District Court or in the courts of any other state, except (a) a party does not waive trial by jury or the right to proceed before a court of competent jurisdiction if a party necessary to the adjudication of the dispute refuses to or cannot by legal process be compelled to participate in arbitration or; (b) with respect to the right to seek enforcement of or compliance with this agreement to submit to arbitration.

6.011 COUNTERPART. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

VIDLER WATER COMPANY, INC.,  
a Nevada corporation

By: 

LYON COUNTY  
a Political Subdivision of the  
State of Nevada

By: \_\_\_\_\_  
Phyllis Hunewill, Chair

ATTEST:

\_\_\_\_\_  
Lyon County Clerk