

AGREEMENT TO ESTABLISH THE RELATIVE WATER RIGHTS OF THE SHOSHONE-PAIUTE TRIBES OF THE DUCK VALLEY INDIAN RESERVATION AND THE UPSTREAM WATER USERS, EAST FORK OWYHEE RIVER

This Agreement is entered into by and among the Shoshone Paiute Tribes of the Duck Valley Indian Reservation ("Tribe"); the water users of the East Fork Owyhee River upstream from the Duck Valley Indian Reservation ("Upstream Water Users"); the United States, acting as trustee for the Shoshone-Paiute Tribes; and the State of Nevada, to establish the relative rights to water between the Tribes and the Upstream Water Users in the East Fork of the Owyhee River Basin within the State of Nevada.

ARTICLE I - RECITALS

WHEREAS, pursuant to an order of the Nevada State Engineer dated July 14, 1989, proceedings were initiated to determine all rights to the use of water in Nevada, both surface and underground, within the Owyhee River Basin;

WHEREAS, the United States has filed claims to reserved Indian water rights on behalf of the Tribe based on the establishment of the Duck Valley Indian Reservation in 1877, as expanded by Executive Orders in 1886 and 1910;

WHEREAS, the Upstream Water Users have filed claims to vested water rights for use made prior to 1905 or have obtained permits of appropriation after 1905 for beneficial purposes under Nevada law;

WHEREAS, the parties desire that their relative water rights be settled through agreement rather than through administrative and court proceedings;

NOW THEREFORE, the parties enter into this Agreement for the purpose of settling the respective water rights claims of the Tribe and the Upstream Water Users within the East Fork of the Owyhee River Basin in the State of Nevada.

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D. C. M. R.
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ARTICLE II - DEFINITIONS

1. "Tribe" means the Shoshone-Paiute Tribes of the Duck Valley Indian Reservation.
2. "Reservation" means all lands within the Duck Valley Indian Reservation established by Executive Order of April 16, 1877, as expanded by Executive Orders of May 4, 1886 and July 1, 1910.
3. "Upstream Water Users" means all users of water and their successors and assigns within the drainage area of the East Fork of the Owyhee River upstream from the Duck Valley Indian Reservation, who have filed claims to water under Nevada law and desire to resolve those claims by Agreement.
4. "State" means the State of Nevada, including the Department of Conservation and Natural Resources.
5. "United States" means the United States of America as trustee for the Shoshone-Paiute Tribes of the Duck Valley Indian Reservation.
6. "Main Stem Owyhee River" means that portion of the East Fork of the Owyhee River from the outlet of Wild Horse Reservoir downstream along the channel of the East Fork of the Owyhee River to the China Dam diversion.
7. "Hay Meadow Lands" means lands that grow crops of grains, alfalfa, and native and/or domesticated grasses, with defined ditches currently in use, and which may or may not be harvested due to equipment access. Such lands are identified in Addenda A and B.
8. "Diversified Pasture" means lands that grow crops of native and/or domesticated grasses which may be intermixed with sagebrush, other brush or willows, and which have existing defined ditch systems which provide water to said lands during periods of runoff which

produce water in excess of that for hay meadow lands. Such lands are identified in Addenda A and B.

9. "Consumptive Use" means the quantity of water actually used in the growth of a crop.

10. "Domestic well" means a well used for domestic purposes as defined in NRS 534.013 where the draught does not exceed a daily maximum of 1,800 gallons as provided in NRS 534.180.

11. "Upstream Water Users on the Main Stem" means those Upstream Water Users who divert water directly from the Main Stem of the Owyhee River. This term does not refer to and does not include Upstream Water Users who divert from tributaries to the Owyhee River.

ARTICLE III - SHOSHONE-PAIUTE WATER RIGHTS

1. The Shoshone-Paiute Tribes of the Duck Valley Indian Reservation shall have the following right to use surface water which right shall be held in trust by the United States for the benefit of the Tribe as a federal reserved Indian water right:

- a. The Tribe shall have the right to 111,476 acre-feet of surface water annually from the East Fork Owyhee River Basin.
- b. The Tribe shall have the right to the entire flow of all springs and creeks originating within the exterior boundaries of the Reservation.
- c. The priority date of the Tribe's water right is April 16, 1877.
- d. The period of use shall be January 1 through December 31 of each year.
- e. The Tribe may divert, consume and store its water, or authorize others to divert, consume and store tribal water, up to the full tribal allocation, for any purpose that may be authorized by the governing body of the Tribe, consistent with this

Agreement, for use or storage on the Reservation or storage in Wild Horse Reservoir off the Reservation.

- f. The Tribe may also use its water right, or authorize others to use its water right, off the Reservation, in accordance with applicable Federal law and state law, provided that no portion of the Tribe's water right may be permanently alienated.
- g. Non-use of the Tribe's water right shall not constitute a relinquishment, forfeiture or abandonment of the right, and state law doctrines relating to the use of water, including relinquishment, forfeiture and abandonment do not apply to the Tribe's water right.

2. The Tribe has a claim to an annual diversion of 2,606 acre-feet of groundwater, which is hereby recognized and protected as part of its water right. The quantity of this right is based on all groundwater historically or currently used on the Reservation. Additional groundwater use shall be permitted under the terms and conditions of the Tribal Water Code provided for in Article VI.1. The maximum quantity of groundwater that can be appropriated and developed for beneficial uses shall not exceed a net depletion that is greater than the natural long term historical average perennial yield of the groundwater basin as determined by the U.S. Geological Survey or other authoritative body for that portion of hydrographic basin 37 lying within the boundaries of the Duck Valley Reservation, provided: 1) this limitation shall not apply to groundwater available as a result of artificial recharge from the Tribe's surface water rights; 2) the Tribe may exceed the long term historical average perennial yield on a short term emergency basis if the Tribe determines that additional groundwater is necessary to insure the public health and/or to preserve the economic welfare of the Reservation, and declares an emergency by resolution of the Tribal Council identifying the reasons therefor, and the additional groundwater

shall not exceed an amount or be pumped for a duration of time that will have a long term negative effect on the groundwater basin. The Tribe shall provide notice to the State of all applications for such additional groundwater use, and the State may object or comment on such applications in its capacity as a water right holder. The terms and conditions of paragraphs 1.c-g of this Article shall apply to the groundwater right in this paragraph.

Nothing in this Article III.2 shall be construed or interpreted as a precedent for any future Indian water rights settlement or litigation of Indian water rights in Nevada, and nothing in this Article III.2 shall be construed as establishing any standard to be used for quantification of any other federal reserved rights, aboriginal claims, or any other Indian water claims in any judicial or administrative proceeding.

3. The Tribe's water rights shall be administered in accordance with Article VI of this Agreement.

ARTICLE IV - UPSTREAM WATER USERS WATER RIGHTS

The Upstream Water Users have the following right to water:

1. The Upstream Water Users' shall have the right to water in such quantities and under such priorities as shall be determined by the Nevada State Engineer and decreed by the Nevada Courts.

2. The Tribe and the United States reserve the right under state law to object to any priority date before April 16, 1877 claimed by an Upstream Water User.

3. The Upstream Water Users' water rights shall be administered in accordance with Article VI of this Agreement.

**ARTICLE V - IMPLEMENTATION OF RIGHTS AS BETWEEN
THE TRIBE AND THE UPSTREAM WATER USERS**

1. For purposes of settling all water rights issues between the Tribe, the Upstream Water Users and the State of Nevada, the parties agree that the respective water rights of the Tribe and the Upstream Water Users shall be administered without regard to priority dates or specific quantities ultimately decreed by the court, provided that the terms and conditions set forth in this Article shall be complied with by all parties. The parties agree that the Owyhee River above the Reservation is a gaining stream, and that any water not used by the Upstream Water Users in accordance with this Article is available for use or storage by the Tribe.

a. Upstream Water Users' Surface Water Use. The Upstream Water Users shall have the right to divert, without regard to an established diversion rate, sufficient surface water to irrigate 4201.11 acres of Hay Meadow Lands and 837.57 acres of Diversified Pasture, a total of 5038.68 acres, during the irrigation season (April 15 through October 15) , provided:

- i. The consumptive use shall not exceed 2.8 acre feet per acre annually for Hay Meadow Lands and 1.8 acre feet per acre annually for Diversified Pasture Lands.
- ii. If the volume of water in Wild Horse Reservoir is less than the specified Reservoir Volume on the measurement dates indicated in the following table, no diversions shall be allowed during the corresponding effective month or months:

Measurement Date	Reservoir Volume	Effective Month(s)
April 30	20,000 acre-feet	May
May 31	20,000 acre-feet	June

June 30	15,000 acre-feet	July
July 31	10,000 acre-feet	August-October (end of irrigation season)

- iii. If at any time when the Upstream Water Users' diversions are restricted pursuant to paragraph 1.a.ii of this Article, the Reservoir Volume increases to a volume equal to or greater than the Reservoir Volume indicated for that month, diversions may recommence and continue for the remainder of the effective month(s). For example, if the Reservoir volume on June 30 is 14,500 acre-feet, but increases to 15,000 acre-feet on July 10, Upstream Water Users' diversions shall cease between July 1 and July 10, but from July 10 to July 30 diversions may resume even if the Reservoir volume drops below 15,000 acre-feet later in the effective month.
 - iv. Upstream Water Users on the Main Stem shall also be subject to the additional conditions set out in paragraph 1.b of this Article.
 - v. A listing of the Hay Meadow Lands and Diversified Pasture lands which can be irrigated under paragraph 1.a of this Article is attached to this Agreement as Addendum A. The location of these lands is identified on the Map attached hereto as Addendum B.
- b. Upstream Water Users on the Main Stem /Storage Water. Upstream Water Users on the Main Stem may only divert surface water which enters the stream system downstream from Wild Horse Reservoir or from uncontrollable spills from Wild Horse Reservoir. Upstream Water Users on the Main Stem may also call for and

require the Tribe to release up to 265 acre feet annually from Wild Horse Reservoir storage between July 1 and September 30 for use by the Main Stem water users, provided that the Upstream Water Users may not call for storage water if the volume of water in Wild Horse Reservoir falls below the following Reservoir Volumes during the effective month:

Measurement Date	Reservoir Volume	Effective Month(s)
June 30	17,500 acre-feet	July
July 31	12,500 acre-feet	August-October (end of irrigation season)

If during any month, the Reservoir Volume increases to an amount equal to or greater than the Reservoir Volume applicable for that month, diversions from any remaining storage may recommence and continue for the remainder of the effective month(s). The following additional terms and conditions shall also apply to the 265 acre feet of Wild Horse storage water:

- i. Releases shall be measured at the USGS gage located below Wild Horse Reservoir. Storage water may not be carried over from year to year.
- ii. The Upstream Water Users on the Main Stem shall pay annual Wild Horse Reservoir and Dam operating, maintenance, and rehabilitation costs associated with the 265 acre feet Wild Horse storage water in an amount per acre foot equal to and not to exceed the per acre rate applicable to Indians established by the Bureau of Indian Affairs, or its successors or assigns, to recover the costs to administer, operate, maintain and rehabilitate the Duck Valley Irrigation Project, which rate is currently

\$5.30 per acre pursuant to the Notice published in the Federal Register at 70 Fed. Reg. 5210 (2005), and which rate is subject to periodic adjustment by the Bureau of Indian Affairs or its successors or assigns.

- iii. The Upstream Water Users on the Main Stem shall appoint a representative annually who is authorized to request storage water, and who shall be responsible for making arrangements for the collection and payment of annual operation and maintenance charges.
 - iv. Water requested by the Upstream Water Users on the Main Stem shall be released from Wild Horse Reservoir within 24 hours after receiving a request for water. The Upstream Water Users on the Main Stem shall maintain appropriate records relating to diversions of the 265 acre feet Wild Horse storage water.
 - v. The Tribe agrees it will not call for or use any portion of the 265 acre feet of Wild Horse storage on the Rizzi Ranch so long as the Ranch is owned by the Tribe or by the United States in trust for the Tribe, and that the share of the 265 acre feet allocated to such property may be used by other Upstream Water Users on the Main Stem during said ownership. The Tribe may use other Wild Horse storage water for Rizzi Ranch.
- c. Calculation of Wild Horse Storage Volume. In calculating Wild Horse Reservoir storage volumes for purposes of paragraphs a and b above, if storage water is used by the Tribes in a given year as a commodity marketed off the Reservation, or for purposes of filling any storage facility on the Reservation for uses other than stock water and irrigation, any such use shall not be counted to reduce the reservoir

volume. In addition, releases from Wild Horse Reservoir for such storage and marketing uses after August 1 and before December 31 shall not be counted to reduce reservoir volumes on the next April 30 measurement date, but any such credit shall not apply to any measurement date after the April 30 measurement date. The gates at Wild Horse Reservoir will be closed from April 1 through April 30, except for amounts which must be released to meet Federal minimum flow requirements, if any, and irrigation flow and stock water use, unless water is cresting the spillway. Notwithstanding the foregoing, the gates may be opened at any time for the purpose of maintaining the integrity and safety of the dam. The Tribes shall maintain appropriate records concerning diversions of storage water for on-reservation reservoirs or for marketing off the Reservation, including a record of the date and time the subject releases begin and end, the amount of water released, the destination of the release, and weekly on-reservation reservoir levels. Such information shall be made available to the State Engineer, and upon request to the representative of the Upstream Water Users appointed in accordance with paragraph b.iii of this Article. The Tribes shall install appropriate monitoring devices for this purpose within one (1) year of the effective date of this Agreement.

- d. Releases from Wild Horse Reservoir for Tribal Use. Any water released from Wild Horse Reservoir for use by the Tribes must be available at the gage at the Reservation boundary within 24 hours of release. If, within 24 hours of release, the flows at the Reservation boundary gage are less than the Tribe's releases from Wild Horse Reservoir, the Tribe shall immediately notify the representative of the

Upstream Water Users who shall take steps to insure that releases from the Reservoir are available at the Reservation boundary within 12 hours from the time of the notice. After the third such notice and any subsequent notice(s) within the same irrigation season, the Upstream Water Users' diversions from the Main Stem Owyhee River and from tributaries which converge with the Owyhee River downstream of Wild Horse Reservoir shall immediately cease until the flows at the Reservation boundary gage are greater than or equal to the Tribe's releases from Wild Horse Reservoir. This provision shall not apply to releases of water from Wild Horse for use on Rizzi Ranch.

- e. Upstream Water Users' Impoundments. Upstream Water Users may not impound water for irrigation purposes, except that all existing impoundments for irrigation as identified in Addendum C shall be allowed. Failure to use any identified impoundments within ten years of the effective date of this Agreement shall be deemed to be conclusive intentional abandonment of the water rights associated with those impoundments, and such water shall become part of the Tribe's water right.
- f. Stock Water. Stock water claims filed with the State Engineer and located on Upstream Water User land or on associated grazing allotments are hereby recognized, provided that: 1) stock water ponds do not exceed 3 acre feet in volume measured on July 1, and troughs do not exceed 5000 gallons at the date of filing; and 2) stock water is utilized only for current cattle operation practices and not for commercial feedlot or other extraordinary livestock operations. Any future stock water ponds and troughs shall be subject to the same limitations as

described above, except that stock water ponds shall be limited to 3 acre feet in capacity, measured year round. Total stock water use from surface and ground water, both present and future, shall not exceed the carrying capacity of the land as established under State or Federal law.

g. Upstream Water Users' Existing Domestic Wells. All existing domestic wells are hereby acknowledged and agreed to by the parties. Any additional domestic wells shall comply with all requirements of Nevada law.

h. Use by Tribe if Water is Not Used or is Abandoned by Upstream Water Users. All surface water not used by the Upstream Water Users in accordance with this Article shall be available for use and storage by the Tribe. Any surface water right of the Upstream Water Users that is determined to be abandoned or forfeited under state law shall become part of the Tribe's water right at the time it is finally declared to be abandoned or forfeited.

2. No Additional Surface Water Permits. The State Engineer shall declare the surface waters of the East Fork Owyhee River and tributaries within the State of Nevada fully appropriated, and no additional surface water permits shall be issued, except that changes in point of diversion and manner and place of use may be granted in accordance with Article VI.2 of this Agreement.

3. Groundwater Permits Restricted in Owyhee Groundwater Basin. The State Engineer shall issue an order in the form attached as Addendum D to this Agreement designating the Owyhee River Area Ground Water Basin, Elko County, Nevada, as a groundwater basin in need of additional administration pursuant to Chapter 534, NRS. The State Engineer's order shall be subject to all applicable provisions of Nevada law including, but not limited to,

provisions relating to the issuance, implementation, modification and enforcement of the order.

Such order shall govern future development of groundwater within the Basin, provided that:

- a. the order shall not apply within the exterior boundaries of the Reservation;
 - b. applications by Upstream Water Users may be considered for appropriation of groundwater for supplemental irrigation wells for the lands described in Addendum A only, not to exceed a total of 1500 acre feet annually for all Upstream Water Users, provided that if such applications are granted, all such wells shall be sealed to a minimum depth of 100 feet; and
 - c. the parties to this Agreement reserve the right to object under state law, to any application for groundwater off the Reservation for any purpose.
4. The Tribe shall recognize and protect the right of Wild Horse State Recreation Area to 1.42 million gallons of water annually, and an additional amount of up to 3 million gallons annually for future expansion.

ARTICLE VI - ADMINISTRATION OF WATER RIGHTS

1. Administration of Tribe's Water Right. The water right of the Tribe, both surface and ground water, shall be administered on the Reservation exclusively by the Tribe in accordance with a Water Code to be adopted by the Tribe within three years of the effective date of this Agreement. The Water Code shall address use of tribal surface water and tribal ground water both on and off the Reservation consistent with the terms of this Agreement. Use of Tribal water off the Reservation shall be governed by Article III.1.f. The Water Code shall specifically include among other things, provisions at least as protective as state law: a) governing conjunctive use of groundwater and surface water; b) governing allocation of groundwater in times of shortage; and c) provisions that will ensure that development of the groundwater

resource within the Reservation will be based on good scientific information and data to avoid long-term and short-term adverse impacts including, but not limited to, land subsidence, water quality deterioration and depletion of the discharge sources (springs, seeps, etc.) both on and off the Reservation.

2. Administration of Upstream Water Users Water Right. The Nevada State Engineer shall administer and enforce the water rights of the Upstream Water Users in accordance with this Agreement and provisions of state law.

- a. Changes of point of diversion and manner and place of use may be granted by the State Engineer as provided under state law.
- b. The Tribe shall be notified of all change applications at the time they are filed.
- c. In the event there is a change of use from irrigation to another use, only the consumptive use shall be transferred.

3. Wild Horse Reservoir. The Tribe shall be entitled to all water in Wild Horse Reservoir except as provided in Art. V.1.b. Wild Horse Reservoir shall be operated in accordance with an annual plan of operations to be developed as agreed between the Tribe and the United States. Neither the State nor the Upstream Water Users shall have any role in the operation of the Reservoir. The Reservoir Volumes in Article V.1.a and b shall not apply during the irrigation season directly following the year in which the Reservoir is materially drawn down for maintenance or emergency purposes.

4. Disputes Between the Tribe and Upstream Water Users

- a. Informal Dispute Resolution. For disputes arising under this Agreement between the Tribe and the Upstream Water Users, the parties shall first attempt to resolve the matter informally in accordance with the following procedure:

- i. The Tribe and the Upstream Water Users shall each appoint a representative for purposes of this informal resolution process, and shall provide the name of the representative to the other party within 180 days of the effective date of this Agreement. Any changes in representatives shall be reported to the other party within thirty days of the appointment.
 - ii. In the case of any dispute arising in the implementation of this Agreement, the appointed representative shall notify the other party of the dispute and the representatives shall meet or otherwise communicate to resolve the dispute.
 - iii. The representatives may jointly request technical assistance from a mutually agreed upon person or entity or from the State of Nevada.
 - iv. The parties agree to attempt to resolve disputes through this informal process before formal state enforcement is requested.
 - b. Administrative/Court Enforcement. If disputes relating to the implementation of the Decree cannot be resolved informally, any party may request the State of Nevada, through the State Engineer's Office, to enforce the Decree in the State Decree Court under the procedures provided for under State law.
5. Disputes Between Tribe and State or the United States and the State. Disputes between the Tribe and the State or the United States and the State concerning the meaning and interpretation of the Decree shall be brought before the Decree court. Nothing in this Agreement shall otherwise be construed or interpreted to restrict, enlarge, or otherwise determine the subject matter jurisdiction of any state, tribal, or federal court.

6. Disputes Between the Upstream Water Users
 - a. Execution of this agreement by the Upstream Water users shall not prejudice their right to protest and/or contest the claim of vested water rights by another Upstream Water User in administrative or court proceedings leading to a decree of water rights for the Upstream Water User.
 - b. Subsequent to the issuance of the Decree, any disputes between the Upstream Water Users shall be resolved under the procedures provide for under State law.

ARTICLE VII - CONTRIBUTIONS TO SETTLEMENT

1. State Contribution. As part of this settlement, the State of Nevada shall provide services for the implementation and administration of this settlement, including the services of a water commissioner. The State shall also fund and maintain, subject to State budget approval, the gages on the Owyhee River near Gold Creek (Station # 13174500), Owyhee River near Mountain City, NV (Station # 13175100), and the Wild Horse Reservoir stage recording station. No portion of the costs described in this paragraph shall be assessed against the Upstream Water Users. The State may enter into a contract to provide these services.

2. Federal Contribution. A federal contribution to this settlement shall be negotiated by the Tribe and the Federal Government and included in federal legislation to this settlement.

ARTICLE VIII - EFFECTIVENESS, INCORPORATION INTO DECREE, AND RELINQUISHMENT OF CLAIMS

1. Effective Date. This Agreement shall be effective on the date it is ratified by the Tribe, by the Upstream Water Users, by the State, and by the Congress of the United States, whichever date is last, provided that Congress ratifies the Agreement no later than three years from the date it is ratified by all other parties, and provided further that this Agreement shall not become effective if the Tribe and the United States do not reach agreement on the federal

contribution to settlement or if Congress fails to authorize and appropriate funds for the federal contribution.

2. Binding Effect. The parties intend this Agreement to settle the respective water rights of the Tribe and the Upstream Water Users. Upon the effective date of the Agreement, the Agreement shall be binding on all parties, their successors and assigns, and all individuals and entities claiming by or through them.

3. Agreement Not Precedential. Nothing in this Agreement shall be construed or interpreted as a precedent for any future Indian water right settlement or litigation of Indian water rights in Nevada. Nothing in this Agreement shall be construed as establishing any standard to be used for quantification of federal reserved rights, aboriginal claims, or any other Indian water claims in any judicial or administrative proceeding.

4. Incorporation Into Preliminary and Final Orders of Determination and Decree

- a. Within 180 days of the effective date of this Agreement, the parties shall jointly file this Agreement with the Nevada State Engineer. The parties agree that the State Engineer shall include this Agreement in his preliminary order of determination issued under Nevada law, and that such determination shall include language providing that the Agreement applies to and governs each water right of the parties to the Agreement. No party to this Agreement shall object to any portion of the Agreement in the administrative or court proceedings leading to a decree of water rights of the parties, except as provided in Article IV.2.
- b. Within 180 days of the effective date of this Agreement, the Tribe, the United States and the State of Nevada, shall file a motion before the State Engineer for inclusion in the preliminary determination describing the Tribe's water right. No

party to this Agreement shall object to the Tribe's water right in the administrative or court proceedings leading to a decree of water rights of the parties.

- c. As soon as practicable after 180 days, but no later than one year from the effective date of this Agreement, the State Engineer shall issue a preliminary determination of all water rights within the East Fork Owyhee Basin. Except as provided in Article IV.2, the Tribe and the United States shall not object to the water rights of any party to this Agreement in the administrative or court proceedings leading to a decree of water rights of the parties.
- d. In the event this Agreement is not included in the State Engineer's final order of determination or is not approved by the Nevada courts or any further reviewing court, this Agreement shall become null and void and shall have no effect, and the parties shall proceed with a determination of their water rights under applicable law.

IN WITNESS WHEREOF the representatives of the Shoshone-Paiute Tribes, the Upstream Water Users, the State of Nevada, and the United States, have signed this Agreement on the dates indicated.

**THE SHOSHONE PAIUTE TRIBES OF THE
DUCK VALLEY INDIAN RESERVATION**



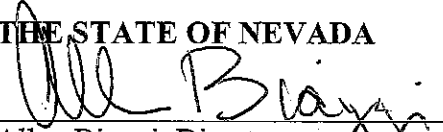
Terry Gibson, Chairman

Date 10/4/06



Kyle Prior, Vice-Chairman

Date 10/3/06

THE STATE OF NEVADA


Allen Biaggi, Director
Department of Conservation and
Natural Resources

Date 10/17/06

THE UNITED STATES OF AMERICA

Department of the Interior

Date _____

Department of Justice

Date _____

UPSTREAM WATER USERS

Dennis R. Bieroth

Date

Marcia J. Bieroth

Date

ELLISON RANCHING COMPANY, A
Nevada Corporation

By: _____
Peter K. Ellison, President

Date

**THE SHOSHONE PAIUTE TRIBES OF THE
DUCK VALLEY INDIAN RESERVATION**

Terry Gibson, Chairman

Kyle Prior, Vice-Chairman

Date _____

Date _____

THE STATE OF NEVADA

Allen Biaggi, Director
Department of Conservation and
Natural Resources

Date _____

THE UNITED STATES OF AMERICA

Department of the Interior

Department of Justice

Date _____

Date _____

UPSTREAM WATER USERS

Dennis R. Bieroth

Date

Marcia J. Bieroth

Date

ELLISON RANCHING COMPANY, A
Nevada Corporation

By: *Peter K. Ellison*
Peter K. Ellison, President

9-22-06
Date

**THE SHOSHONE PAIUTE TRIBES OF THE
DUCK VALLEY INDIAN RESERVATION**

Terry Gibson, Chairman

Date _____

Kyle Prior, Vice-Chairman

Date _____

THE STATE OF NEVADA

Allen Biaggi, Director
Department of Conservation and
Natural Resources

Date _____

THE UNITED STATES OF AMERICA

Department of the Interior

Date _____

Department of Justice

Date _____

UPSTREAM WATER USERS

Dennis R. Bieroth
Dennis R. Bieroth

Marcia J. Bieroth
Marcia J. Bieroth

9/25/06
Date

9/25/06
Date

ELLISON RANCHING COMPANY, A
Nevada Corporation

By: _____
Peter K. Ellison, President

Date

John Vipham

John Vipham

09-25-06

Date

Marjorie Vipham
Marjorie Vipham

09-25-06

Date

THE DANIEL & TERI WILSON
FAMILY TRUST

By: Daniel J. Wilson
Daniel J. Wilson, Co-Trustee

Sept 27, 2006

Date

By: Teri Wilson
Teri Wilson, Co-Trustee

9/27/2006

Date

Phillip Mason
Phillip Mason

9/25/06

Date

Diana Lee Parten
Diana Lee Parten

September 25, 2006
Date

Dale W. Hoover

Date

Rebecca A. Delaney

Date

MASINI INVESTMENTS
a Nevada General Partnership

By: _____
Lawrence Bryan Masini, Managing Partner

Date

JEFFREY J. RIFE & DEBORAH K. RIFE
FAMILY TRUST, dated June 8, 2000

By: _____
Jeffrey J. Rife, Trustee

Date

By: _____
Jeff J. Rife, Trustee

Date

John Vipham

Date

Marjorie Vipham

Date

THE DANIEL & TERI WILSON
FAMILY TRUST

By: _____
Daniel J. Wilson, Co-Trustee

Date

By: _____
Teri Wilson, Co-Trustee

Date

Phillip Mason

Date


Diana Lee Parten

Date



Dale W. Hoover

2 OCTOBER 2006
Date



Rebecca A. Delaney

2 Oct. 2006
Date

MASINI INVESTMENTS
a Nevada General Partnership

By: _____
Lawrence Bryan Masini, Managing Partner

Date

JEFFREY J. RIFE & DEBORAH K. RIFE
FAMILY TRUST, dated June 8, 2000

By: _____
Jeffrey J. Rife, Trustee

Date

By: _____
Jeff J. Rife, Trustee

Date

John Vipham

Date

Marjorie Vipham

Date

THE DANIEL & TERI WILSON
FAMILY TRUST

By: _____
Daniel J. Wilson, Co-Trustee

Date

By: _____
Teri Wilson, Co-Trustee

Date

Phillip Mason

Date

Diana Lee Parten

Date

Dale W. Hoover

Date

Rebecca A. Delaney

Date

MASINI INVESTMENTS (as to an undivided 80%)
a Nevada General Partnership

By: _____
Lawrence Bryan Masini, Managing Partner

Date 11/15/06

JEFFREY J. RIFE & DEBORAH K. RIFE (as to an undivided 20%)
FAMILY TRUST, dated June 8, 2000

By: _____
Jeffrey J. Rife, Trustee

Date 11/15/06

By: _____
Jeff J. Rife, Trustee

Date 11/15/06

Estella L. Morse
Estella Morse

Sept 25, 2006
Date

John H. Martin

Date

Mary Ellen Martin

Date

W. LEBERSKI TRUST

By: _____
Walter I. Leberski

Date

Mitchell L. Moiola

Date

Clayre E. Moiola

Date

WILDHORSE CATTLE COMPANY
A Nevada Partnership

By: _____
John Fraser, Managing Partner

Date

Richard J. Marvel

Date

Marsha M. Grant

Date

John E. Marvel

Date

Karen U. Marvel

Date

Estella Morse

Estella Morse

Date

9-22-06

John H. Martin

Date

Mary Ellen Martin
Mary Ellen Martin

Date

9-22-06

W. LEBERSKI TRUST

By: *Walter I. Leberski*
Walter I. Leberski

Date

9-22-06

Mitchell L. Moiola
Mitchell L. Moiola

Date

9-27-06

Clayre E. Moiola
Clayre E. Moiola

Date

9-27-06

WILDHORSE CATTLE COMPANY
A Nevada Partnership

By: _____
John Fraser, Managing Partner

Date

Richard J. Marvel

Date

Marsha M. Grant

Date

John E. Marvel

Date

Karen U. Marvel

Date

Estella Morse

Date

John H. Martin

Date

Mary Ellen Martin

Date

W. LEBERSKI TRUST

By: _____
Walter I. Leberski

Date


Mitchell L. Moiola

Date

Clayre E. Moiola

Date

WILDHORSE CATTLE COMPANY
A Nevada Partnership

By:  _____
John Fraser, Managing Partner

10 - 20 - 06
Date

Richard J. Marvel

Date

Marsha M. Grant

Date

John E. Marvel

Date

Karen U. Marvel

Date

Estella Morse

Date

John H. Martin

Date

Mary Ellen Martin

Date

W. LEBERSKI TRUST

By: _____

Walter I. Leberski

Date

Mitchell L. Moiola

Date

Clayre E. Moiola

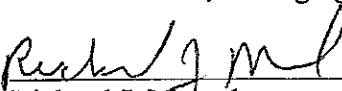
Date

WILDHORSE CATTLE COMPANY
A Nevada Partnership

By: _____

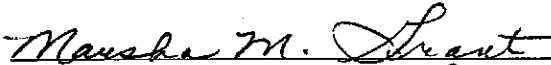
John Fraser, Managing Partner

Date



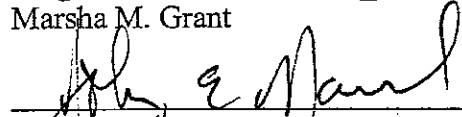
Richard J. Marvel

10-23-06
Date



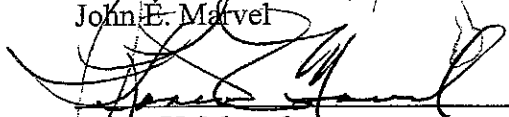
Marsha M. Grant

10/19/06
Date



John E. Marvel

10/30/06
Date



Karen U. Marvel

10.31.06
Date

JOHN W. MARVEL TRUST

By: *John W. Marvel*
John W. Marvel, Co-Trustee

10/11/06
Date

By: *Wilburta S. Marvel*
Wilburta S. Marvel

10/10/06
Date

OLD DOG, LLC, A Nevada Limited Liability Company

By: _____
Manager

Date

Ted Conley Baker

Date

HOLLAND RANCH PARTNERSHIP,
A Nevada Partnership

By: _____

Date

ESTATE OF GUADALUPE GOICOECHEA

By: HOLLAND RANCH PARTNERSHIP,
A Nevada Partnership

By: _____

Date

JOHN W. MARVEL TRUST

By: _____
John W. Marvel, Co-Trustee

Date

By: _____
Wilburta S. Marvel

Date

OLD DOG, LLC, A Nevada Limited
Liability Company

By: Gary D. Aho
Manager GARY D. AHO

10/25/06
Date

Ted Conley Baker

Date

HOLLAND RANCH PARTNERSHIP,
A Nevada Partnership

By: _____

Date

ESTATE OF GUADALUPE GOICOECHEA

By: HOLLAND RANCH PARTNERSHIP,
A Nevada Partnership

By: _____

Date

JOHN W. MARVEL TRUST

By: _____
John W. Marvel, Co-Trustee

Date

By: _____
Wilburta S. Marvel

Date

OLD DOG, LLC, A Nevada Limited
Liability Company

By: _____
Manager

Date

Ted Conley Baker

Ted Conley Baker

9/25/06

Date

HOLLAND RANCH PARTNERSHIP,
A Nevada Partnership

By: _____

Date

ESTATE OF GUADALUPE GOICOECHEA

By: HOLLAND RANCH PARTNERSHIP,
A Nevada Partnership

By: _____

Date

JOHN W. MARVEL TRUST

By: _____
John W. Marvel, Co-Trustee

Date

By: _____
Wilburta S. Marvel

Date

OLD DOG, LLC, A Nevada Limited
Liability Company

By: _____
Manager

Date

Ted Conley Baker

Date

HOLLAND RANCH PARTNERSHIP,
A Nevada Partnership

By: Alicia M. Goicoechea

11/15/06
Date

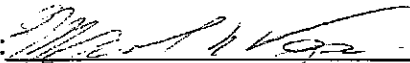
ESTATE OF GUADALUPE GOICOECHEA

By: HOLLAND RANCH PARTNERSHIP,
A Nevada Partnership

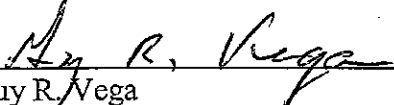
By: Alicia M. Goicoechea

11/15/06
Date

VEGA RANCH, LLC, A Nevada
Limited Liability Company

By: 
Manuel R. Vega Jr., Manager

9/22/06


Guy R. Vega

10/25/06
Date

VEGA RANCH, LLC, A Nevada
Limited Liability Company

By: _____
Manuel R. Vega Jr., Manager

Guy R. Vega

Date

HUD & SONS, a Nevada
Corporation

BY: *Darrell Wayne Hudson* 10-2-06
Darrell Wayne Hudson Date

WILDHORSE PARTNERSHIP

BY: *Dell R. Nielson* 10-24-06
~~Rank Vigorito~~ Dell R. Nielson Date

Jeff Corner
Jeff Corner

Sean M. Defevre

Jerome A. dePalma 10-24-06
Jerome A. dePalma Date

ADDENDUM "A"
PROOFS

PROOF #	CERTIFICATE #	OWNER	ACRES CLAIMED	ACCEPTED DWR ACRES	HAY MEADOW	DIVERSIFIED PASTURE
V-01020	N/A	DENNIS R. AND MARCIA J. BIEROTH	128.88	128.88	128.88	
V-01246	N/A	ELLISON RANCHING COMPANY	73.87	73.87	73.87	
V-01247	N/A	ELLISON RANCHING COMPANY	16.64	16.64	16.64	
V-01856	N/A	JOHN AND MARJORIE VIPHAM	22.90	22.90	22.90	
V-02276(TOTAL)	N/A	DANIEL AND TERI WILSON FAMILY TRUST	230.91	230.91	230.91	
V-02277	N/A	DANIEL AND TERI WILSON FAMILY TRUST	72.47	72.47	72.47	
V-02570	N/A	JOHN AND MARJORIE VIPHAM	102.82	102.82	102.82	
V-02597	N/A	JOHN AND MARJORIE VIPHAM	108.50	104.88	104.88	
V-02598	N/A	JOHN AND MARJORIE VIPHAM	81.40	17.72	17.72	
V-02616	N/A	DENNIS R. AND MARCIA J. BIEROTH	45.60	45.60	45.60	
V-02650	N/A	PHILLIP MASON AND DIANA LEE PARTEN	114.30	118.43	118.43	
V-02863	N/A	SHOSHONE-PAIUTE TRIBES	212.90	204.90	204.90	
V-02866	N/A	SHOSHONE-PAIUTE TRIBES	80.10	80.10	80.10	
V-02871	N/A	ELLISON RANCHING COMPANY	95.40	95.40	87.50	7.90
V-02907	N/A	ELLISON RANCHING COMPANY	95.40	0.00		
V-03307	N/A	ELLISON RANCHING COMPANY	40.58	40.58	40.58	
V-03308	N/A	ELLISON RANCHING COMPANY	3.00	3.00	3.00	
V-03309	N/A	ELLISON RANCHING COMPANY	5.25	5.25	5.25	
V-03706	N/A	DALE W. HOOVER AND REBECCA A. DELANEY	34.15	34.15	34.15	
V-03707	N/A	PHILLIP MASON AND DIANA LEE PARTEN	44.40	44.40	44.40	
V-04551	N/A	ESTELLA L. MORSE	2.00	0.00		
V-04552	N/A	ESTELLA L. MORSE	24.40	2.20	2.20	
V-04553	N/A	ESTELLA L. MORSE	31.80	19.88	19.88	
V-05184	N/A	DANIEL AND TERI WILSON FAMILY TRUST	130.00	105.90	105.90	
V-05186	N/A	DANIEL AND TERI WILSON FAMILY TRUST	72.97	64.54	64.54	
V-05191	N/A	DALE W. HOOVER AND REBECCA A. DELANEY	37.70	37.70	37.70	
V-05496	N/A	JOHN H., JR. AND MARY ELLEN MARTIN; WALTER I. LEBERSKI, TRUSTEE OF THE W. LEBERSKI TRUST;	5.56	5.56	5.56	
V-05497	N/A	MITCHELL L. MOIOLA, CLAYRE E. MOIOLA JOHN H., JR. AND MARY ELLEN MARTIN AND WALTER I. LEBERSKI, TRUSTEE OF THE W. LEBERSKI TRUST HUD & SONS	0.90 0.965	0.90 0.965	0.90 0.965	
V-05498	N/A	JOHN H., JR. AND MARY ELLEN MARTIN AND WALTER I. LEBERSKI, TRUSTEE OF THE W. LEBERSKI TRUST	0.475 6.53	0.475 6.53	0.475 6.53	
V-06525	N/A	SHOSHONE-PAIUTE TRIBES	10.14	5.12	5.12	
V-06533	N/A	VEGA RANCH, LLC, AND GUY R. VEGA	34.94	34.94	34.94	

PROOF #	CERTIFICATE #	OWNER	ACRES		HAY MEADOW	DIVERSIFIED PASTURE
			CLAIMED	ACCEPTED DWR ACRES		
V-06534	N/A	VEGA RANCH, LLC, AND GUY R. VEGA	175.47	175.47	157.44	18.03
V-06543	N/A	WILDHORSE CATTLE COMPANY MASINI INVESTMENTS, A NEVADA PARTNERSHIP WILDHORSE PARTNERSHIP	2058.16	389.23	389.23	146.52
V-06544	N/A	RICHARD J. MARVEL, MARSHA M. GRANT, JOHN W. MARVEL AND WILBURTA S. MARVEL, CO-TRUSTEE OF THE JOHN W. MARVEL TRUST AND JOHN E. MARVEL AND KAREN U. MARVEL	73.59	73.59	30.36	73.59
V-06545	N/A	ELLISON RANCHING COMPANY	178.10	82.70	82.70	
V-06546	N/A	ELLISON RANCHING COMPANY	84.40	84.40	84.40	
V-06547	N/A	ELLISON RANCHING COMPANY	78.81	78.81	64.79	14.02
V-06548	N/A	OLD DOG, LLC	75.29	25.78	25.78	
V-06564	N/A	CAL WORTHINGTON TRUST (WITHDRAWN)	73.52	73.52		73.52
V-06565	N/A	CAL WORTHINGTON TRUST (WITHDRAWN)	18.42	18.42		18.42
V-06567	N/A	CAL WORTHINGTON TRUST (WITHDRAWN)	65.45	0.00		
V-06577	N/A	ELLISON RANCHING COMPANY	245.79	245.79		245.79
V-06680	N/A	TED CONLEY BAKER	357.87	357.87	357.87	
V-06766	N/A	HOLLAND RANCH PARTNERSHIP	134.47	134.47	134.47	
V-06767	N/A	HOLLAND RANCH PARTNERSHIP	37.97	37.97	37.97	
V-06768	N/A	HOLLAND RANCH PARTNERSHIP	55.21	55.21		55.21
V-06769	N/A	HOLLAND RANCH PARTNERSHIP	120.51	120.51	120.51	
VESTED PROOF TOTALS			5800.88	4459.77*	3972.30	487.97*
APP., PERM. + CERT. TOTALS			3624.52	578.91	228.81	350.10
GRAND TOTALS (APPS, PERMS., CERTS. + VESTED)			9425.40	5038.68	4201.11	837.57

NOTE: Those proofs shown as having "0" acres accepted by DWR may be supplemental waters to other accepted acres. Refer to proofs and Order of Determination.
* These totals do not include the withdrawn claims of Cal Worthington Trust.

ADDENDUM "A"
PERMITS

PERMIT #	CERTIFICATE #	ASSOCIATED PROOF	OWNER	ACRES ON CERTIFICATE	ACCEPTED DWR ACRES	HAY MEADOW	DIVERSIFIED PASTURE
001491	000328	V-03706(V-05191	DALE W. HOOVER AND REBECCA A. DELANEY	30.60	0.00		
001529	000428	V-05184	DANIEL AND TERI WILSON FAMILY TRUST	130.00	0.00		
001841	000169	V-02863	SHOSHONE-PAIUTE TRIBE	24.00	0.00		
001842	000170	V-02863	SHOSHONE-PAIUTE TRIBE	81.40	0.00		
002531	000276	N/A	UNITED STATES OF AMERICA - FOREST SERVICE	32.50	26.60	26.60	29.81
002562	014010	V-06768	HOLLAND RANCH PARTNERSHIP	83.97	29.81		
002656	000481	V-02650(V-06680	TED CONLEY BAKER	39.75	0.00		
002838	N/A	N/A	SEE 3967	41.30	0.00		
002839	000569	UNDERWATER	UNITED STATES BUREAU OF INDIAN AFFAIRS	139.60	0.00		
002841	N/A	N/A	SEE 6517	560.00	0.00		
002858	001863		MASINI INVESTMENTS, A NEVADA PARTNERSHIP	163.20	162.95	40.80	122.15
003904	001862		MASINI INVESTMENTS, A NEVADA PARTNERSHIP	285.40	0.00		
003905	001861		MASINI INVESTMENTS, A NEVADA PARTNERSHIP	274.40	0.00		
003967	004064		ABANDONED, MULTIPLE	41.30	0.00		
004065	001173	N/A	GUADALUPE GOICOECHEA	78.20	12.65	12.65	
004469	000764	V-06544	RICHARD T. MARVEL AND MARY O. MARVEL, CO-TRUSTEE OF THE RICHARD T. MARVEL TRUST, JOHN W. MARVEL AND WILBURTA S. MARVEL, CO-TRUSTEE OF THE RICHARD T. MARVEL TRUST AND JOHN E. MARVEL AND KAREN U. MARVEL	73.59	0.00		
004474	001407	N/A	SEE 30129	81.10	0.00		
005083	001529	V-06577	ELLISON RANCHING COMPANY	45.27	0.00		
005117	000928	V-06767	HOLLAND RANCH PARTNERSHIP	9.72	0.00		
005118	001123	V-06767	HOLLAND RANCH PARTNERSHIP	48.22	0.00		
005167	000954	V-06766	HOLLAND RANCH PARTNERSHIP	62.30	0.00		
005219	001049	V-06577	ELLISON RANCHING COMPANY	29.30	0.00		
005220	001050	V-06577	ELLISON RANCHING COMPANY	50.30	0.00		
005497	002381	V-06546	ELLISON RANCHING COMPANY	50.58	0.00		
005514	002324	V-06547	ELLISON RANCHING COMPANY	45.30	0.00		
005983	001217	V-06577	ELLISON RANCHING COMPANY	25.50	0.00		
006003	001133	N/A	DENNIS R. AND MARCIA J. BIEROTH	12.73	0.00		
006517	003989		MASINI INVESTMENTS, A NEVADA PARTNERSHIP	560.00	336.23	138.09	198.14
006831	001762	V-06534	VEGA - REJECTED	15.40	0.00		
007068	002108	UNDERWATER	UNITED STATES BUREAU OF INDIAN AFFAIRS	126.90	0.00		
008415	002157	N/A	JOHN AND MARJORIE VIPHAM	137.42	10.42	10.42	
009551	002264	N/A	UNITED STATES OF AMERICA - FOREST SERVICE	0.25	0.25	0.25	
030129	010064	V-06545	ELLISON RANCHING COMPANY	81.10	0.00		
057029		V-05498	JOHN H., JR. AND MARY ELLEN MARTIN AND WALTER LEBERSKI, TRUSTEE, W. LEBERSKI TRUST	5.56	0.00		
057030		V-05498	JOHN H., JR. AND MARY ELLEN MARTIN AND WALTER LEBERSKI, TRUSTEE, W. LEBERSKI TRUST	0.97	0.00		
PERM. + CERT. TOTALS				3624.52	578.91	228.81	350.10

Addendum C
Summary of Existing Storage Reservoirs within East Fork Owyhee River Basin
Upstream of Duck Valley Indian Reservation¹

Proof of Appropriation Number	Owner	Reservoir Location ²				Storage Capacity (acre-feet)
		Township	Range	Section	1/4 - 1/4 Section	
V-06564	Cal Worthington Trust	44 North	56 East	6	NE1/4 - NW1/4	< 5
V-06545	Ellison	45 North	55 East	36	SE1/4 - NW 1/4	2,057
V-06766	Holland Ranch	43 North	54 East	26	E1/2 - NE 1/4	< 20
V-06769	Holland Ranch	43 North	54 East	36	NE1/4 - NW1/4	< 20

- ¹ Based on May 23, 2005 letter from Steve Walmsley (NDWR) to Peter Morros.
- ² Reservoir location is given by the location of the dam in this summary table.

Addendum D

**IN THE OFFICE OF THE STATE ENGINEER
OF THE STATE OF NEVADA**

ORDER

**DESIGNATING AND DESCRIBING THE OWYHEE
RIVER AREA GROUND WATER BASIN (03-37)
ELKO COUNTY, NEVADA**

The State Engineer finds that conditions warrant the designation of the Owyhee River Area Ground Water Basin, Elko County, Nevada, and by this Order, designates the following described area of lands as a ground water basin coming under the provisions of NRS Chapter 534 (Conservation and Distribution of Underground Water).

T.47N., R.51E., M.D.B.&M.

All of Sections 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 34, 35, 36, and that portion of Sections 6, 7, 17, 18, 20, 29, 32, and 33 lying within the Owyhee River Area Ground Water Basin.

T.47N., R.52E., M.D.B.&M.

All.

T.47N., R.53E., M.D.B.&M.

All of Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, 34, and that portion of Sections 3, 10, 14, 15, 23, 26, 35, and 36 lying within the Owyhee River Area Ground Water Basin.

T.47N., R.54E., M.D.B.&M. (Unsurveyed)

That portion of Section 31 lying within the Owyhee River Area Ground Water Basin.

T.47N., R.54½E., M.D.B.&M. (Unsurveyed)

All of Section 31, and that portion of Sections 18, 19, and 30 lying within the Owyhee River Area Ground Water Basin.

T.46N., R.51E., M.D.B.&M.

All of Section 1, and that portion of Sections 2, 3, 4, 11, and 12 lying within the Owyhee River Area Ground Water Basin.

T.46N., R.52E., M.D.B.&M.

All of Sections 1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 23, 24, 25, 26, 35, 36, and that portion of Sections 7, 8, 16, 17, 21, 22, 27, and 34 lying within the Owyhee River Area Ground Water Basin.

T.46N., R.53E., M.D.B.&M. (Partially Unsurveyed)

All of Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and that portion of Section 1 lying within the Owyhee River Area Ground Water Basin.

T.46N., R.54E., M.D.B.&M. (Unsurveyed)

All of Sections 7, 8, 14, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and that portion of Sections 4, 5, 6, 9, 10, 11, 12, 13, 15, and 24 lying within the Owyhee River Area Ground Water Basin.

T.46N., R.55E., M.D.B.&M.

That portion of Sections 19, 30, and 31 lying within the Owyhee River Area Ground Water Basin.

T.45N., R.52E., M.D.B.&M. (Partially Unsurveyed)

All of Sections 1, 12, 13, 24, 25, and that portion of Sections 2, 3, 10, 11, 14, 23, 26, 35 and 36 lying within the Owyhee River Area Ground Water Basin.

T.45N., R.53E., M.D.B.&M.

All.

T.45N., R.54E., M.D.B.&M.

All.

T.45N., R.55E., M.D.B.&M.

All of Sections 7, 16, 17, 18, 19, 20, 21, 22, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and that portion of Sections 6, 8, 9, 14, 15, 23, 24, and 25 lying within the Owyhee River Area Ground Water Basin.

T.45N., R.56E., M.D.B.&M.

All of Sections 21, 22, 28, 29, 30, 31, 32, 33, and that portion of Sections 14, 15, 16, 17, 19, 20, 23, 24, 26, 27, and 34 lying within the Owyhee River Area Ground Water Basin.

T.44N., R.52E., M.D.B.&M.

That portion of Section 1 lying within the Owyhee River Area Ground Water Basin.

T.44N., R.53E., M.D.B.&M. (Partially Unsurveyed)

All of Sections 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 35, 36, and that portion of Sections 6, 7, 18, 19, 28, 29, 30, 32, 33, and 34 lying within the Owyhee River Area Ground Water Basin.

T.44N., R.54E., M.D.B.&M.

All.

T.44N., R.55E., M.D.B.&M.

All.

T.44N., R.56E., M.D.B.&M.

All of Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 22, 28, 29, 30, 31, 32, 33, and that portion of Sections 3, 10, 14, 15, 23, 26, 27, and 34 lying within the Owyhee River Area Ground Water Basin.

T.43N., R.53E., M.D.B.&M.

All of Sections 1, 2, 12, 13, 24, and that portion of Sections 3, 10, 11, 14, 15, 23, 25, and 26 lying within the Owyhee River Area Ground Water Basin.

T.43N., R.54E., M.D.B.&M.

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 34, 35, 36, and that portion of Sections 29, 30, 32, and 33 lying within the Owyhee River Area Ground Water Basin.

T.43N., R.55E., M.D.B.&M.

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and that portion of Section 36 lying within the Owyhee River Area Ground Water Basin.

T.43N., R.56E., M.D.B.&M.

All of Sections 4, 5, 6, 7, 8, 9, 10, and that portion of Section 2, 3, 11, 14, 15, 16, 17, 18, 19, 30, and 31 lying within the Owyhee River Area Ground Water Basin.

T.42N., R.54E., M.D.B.&M.

All of Section 1, and that portion of Sections 2, 3, 4, 11, and 12 lying within the Owyhee River Area Ground Water Basin.

T.42N., R.55E., M.D.B.&M.

All of Sections 2, 3, 4, 5, 6, 8, 9, 10, 15, 16, 22, 23, and that portion of Sections 1, 7, 11, 12, 13, 14, 17, 18, 20, 21, 24, 25, 26, 27, 28, and 34 lying within the Owyhee River Area Ground Water Basin.

A public hearing, as required under NRS § 534.030, in the matter of the designation of the Owyhee River Area was held in Elko, Nevada, on 2006. Based on information received at the hearing and other data and information available to the State Engineer, it is determined that this ground water basin is in need of additional administration under the provisions of NRS Chapter 534.

Any application filed for underground water will be denied with the following exceptions:

1. Those applications filed for supplemental irrigation by upstream water users as defined in Article V, Section 3.b of the Agreement to Establish the Relative Water Rights of the Shoshone-Paiute Tribes of the Duck Valley Indian Reservation and the Upstream Water Users, East Fork Owyhee River, not to exceed 1,500 acre-feet and any such wells must be sealed to a minimum depth of 100 feet.
2. Those applications for environmental permits filed pursuant to NRS § 533.437.
3. Those applications filed for water from the geothermal aquifer.

4. Those applications for any purpose except irrigation and mining and milling which seek to appropriate 1,800 gallons per day or less.

5. Mining and milling applications for which the period of use is temporary in nature and restricted to such purpose only.

The designated Owyhee River Area Ground Water Basin is depicted and defined on Nevada Division of Water Resources, State Engineer's office maps.

Tracey Taylor, P.E.
State Engineer

Dated at Carson City, Nevada
this _____ day of _____, 2006.