

APPENDIX C – DISTRICT RULES AND REGULATIONS

Page Number	Title
C-1	2010 Water Delivery Rules and Regulations
C-6	Section B – Construction and Maintenance - Management Policies
C-8	Section G – Water - Management Policies
C-14	Section H – Fee Schedule - Management Policies
C-15	Section J – Forms, Specifications & Construction Standards - Management Policies

2010 Water Season

Water Delivery Rules and Regulations

Procedures for Ordering/Scheduling/Delivery of Irrigation Water

Important Phone Numbers:

1. Main Office Phone: 775-423-2141
 2. Main Office Fax: 775-423-5354
 3. Emergency Contact: 775-427-0314
 4. Fallon Area Water Order Phone: 775-423-6511
 5. Fernley Area Water Order Phone: Toll Free 1-877-803-7166
 6. Truckee (Fernley) Division TCID Ditchrider: 775-427-9840 or
Toll Free: 1-877-627-2475
 7. East District TCID Ditchrider: 775-427-0031
 8. Central District TCID Ditchrider: 775-427-0125
 9. West District TCID Ditchrider: 775-427-0100
- Water Order Website Address: www.tcid.org

Due to changes in water use, demand, and potential canal system capacity issues, Truckee-Carson Irrigation District Board of Directors has set limitations to the delivery of irrigation water

General Instructions:

1. To determine your District, Lateral and Takeout, refer to your Annual Allocation Notice
2. Orders can be placed daily except, weekends and Holidays.
3. Orders can only be placed through the website at www.waterorder@tcid.org or by calling the Water Order phone.
4. **NO ORDERS WILL BE TAKEN BY THE DITCHRIDER.**
5. No water orders will be taken from property owner's with delinquent fees, assessments or charges due TCID.
6. All water orders must be placed a minimum of 72 hours in advance. The Water User or Irrigator should be prepared to take the water any time of day within 72 hour after the order is placed unless a special delivery request of more than 72 hours has been made
7. Separate water orders must be placed for each lateral (i.e. S17 and S6-3).
8. Orders placed after 2:00 pm Monday through Friday will be processed the next business day.
9. Second runs of water shall not be made to the Water User's or authorized Irrigator's same District Head Gate within a seven (7) day period, except to protect:
 - a. New Seeding during the first 60 days
 - b. Highly sensitive crops during the first 60 days

**For instance, new alfalfa and pasture during the first 60 days and corn during the first 90 days may have preference over established crops

10. Water User's or authorized Irrigator's with sensitive crops, as noted above, may receive water deliveries sooner than seven days (7) apart only to protect those sensitive crops.
11. Notify the person taking the water order of any specific requirements for water delivery (i.e. new seed *as specified in rule #9, what type of new seed *as specified in rule #9, specific delivery times etc). Orders for a specific day and time will be honored as long as it does not negatively affect efficiency or other Water User's or authorized Irrigator's.
12. Water will ***not*** be delivered in excess of allocation.
13. The Scheduler will contact the Water User or Irrigator within two business days with the approximate date and time of delivery.
14. If you receive notice of delivery via voice mail, please verify, with the scheduler, as soon as possible
15. The Water User or Irrigator must be ready to take delivery of water within 12 hours before or after scheduled delivery time.
16. Under no circumstances will the Water User or Irrigator make changes to the schedule once the Water User or Irrigator has been contacted. Only the Scheduler may make changes to the Schedule.
17. The Ditchrider will contact the Water User or Irrigator prior to actual delivery with an updated time. If the Water User or Irrigator is not available at that time, the order may be rescheduled one time or cancelled and a new order will not be taken for seven days from the original order date.
18. The Water User or Irrigator must supply phone numbers or have voice mail/answering machine where they can be reached 24 hours a day.
19. The Water User or Irrigator must be available to take water at any time day or night.
20. Water delivery ***will not*** exceed 120% of the hours ordered.
21. The Ditchrider will make every attempt to deliver the exact CFS ordered. In all cases, the Water User or Irrigator will be notified by the end of the month, the exact CFS delivered and the balance remaining on each account.
 - a. If a discrepancy is found, contact the O & M Foreman by the 15th of the month following receipt of the monthly Water Card or the statement will stand as reported.
 - b. The O & M Foreman may instruct you to fill out a Water Order Adjustment form. This can be obtained in the Administrative Office of TCID. The office staff will be available to assist you.
 - c. The Water User or Irrigator can request a meter reading to insure accurate delivery in the future.
 - d. If the Water User or Irrigator performs the measurement, it must be done in accordance with the Bureau of Reclamation Water

- Measurement Manual. These rules can be obtained in the Administrative Office of TCID.
- e. Present the information to the O & M Foreman on the Water Order Adjustment form.
 - f. The O&M Foreman will contact the Ditchrider and a decision will be made regarding the request.
 - g. The Water User or Irrigator will be notified if an adjustment has been made and how much has been adjusted within 30 days of the request.
 - h. *The adjusted water will not be available for use until you are notified by the O & M Foreman on the Water Order Adjustment form.***
22. All water deliveries are monitored and measured by the Ditchrider and delivered in accordance with TCID policy as directed by the O & M Foreman.
 23. The Water User or Irrigator is NOT TO OPEN, CLOSE OR CHANGE ANY TCID gates or facilities without prior temporary transfer of authority by the ditchrider to act as an agent of the ditchrider
 24. If a Water User or Irrigator is designated as an agent the individual must:
 - a. Accurately record times and other factors of deliveries
 - b. Be willing to accept responsibility for damages that may occur
 - c. Be willing to contact the next Water User or Irrigator in order to pass the water or contact the Ditchrider when delivery is complete.
 - i. If the agent does not follow instructions, the delivery time will be estimated by the Ditchrider.
 - d. Once the delivery is complete the agent's responsibilities will cease.
 25. The maximum Cubic Feet per Second (CFS) is limited to a maximum 30 CFS at any one headgate, if, in the opinion of the O & M Foreman or Management, it is felt that safe-rated capacity TCID structures or facilities will be exceeded.
 26. No Water User or Irrigator will be allowed to divert more than twenty-five percent (25%) of his/her annual water allocation during any one month provided the diversion will not cause damages to other Water Users or authorized Irrigators or TCID structures or facilities.
 27. Unauthorized use of water (irrigating without an order in place) will result in the Water User's or authorized Irrigator's takeout being padlocked and a financial penalty imposed. No future orders will be taken until the penalty is paid in full or until the Water User or Irrigator appears before the Board of Directors and a resolution is reached.
 28. A Subdivision Coordinator, agreed upon by the members of the Subdivision, will be responsible for contacting all Water User's or authorized Irrigator's in their Subdivision regarding water delivery. If a Coordinator cannot be agreed upon, a rotation will be set by the O & M Foreman. Neither TCID nor any TCID employee will be responsible for contacting individual Water User's or authorized Irrigator's in a subdivision

- except the Coordinator. The order will be completed in a single run. **This is further outlined in section "Subdivisions"*.
29. Water must be used to the best advantage. Any Water User or Irrigator wasting water will be warned by letter. Any offense following notification will result in the Water User's or authorized Irrigator's takeout being padlocked. No future orders will be taken until the Water User or Irrigator appears before the Board of Directors and a resolution is reached.
30. Water User's or authorized Irrigator's ditches, takeouts and/or access to the ditches and takeouts must be properly maintained. If TCID or a Water User or Irrigator deems a repair to be necessary, the O & M Foreman will contact the Water User or Irrigator in advance of the inspection so that all parties can be present. At that time, it will be determined if water deliveries should be suspended until repairs are made and inspected. At that time deliveries will resume. **This is further outlined in section "Construction/Repair on Project Easements"*.
31. Water Users, Agents and TCID are regulated by court approved Operating Criteria and Procedures (OCAP), which limits the use of water to irrigated water righted acres. Non-compliance will result in penalties as established in the OCAP. Any changes in irrigated acreage should be reported to TCID's Engineering Department. The documentation required are as follows:
- a. Record of Conveyance
 - b. Abstract Title
- *This is further outlined in section "Ownership"*.
32. Ditchrider's are not employees of the Board of Directors of TCID but, of TCID as a whole. Instructions as to management of water shall come from management and in conformance with policy established by the Board of the Directors.

Subdivisions:

In the case of property having been subdivided, TCID will deliver water to the original takeout only. It shall be the obligation of the Subdivider and purchasers of the subdivided land to construct and maintain necessary facilities to irrigate from original TCID structures in accordance with TCID policy.

A watering subdivision is made up of the Water Users or authorized Irrigators in a neighborhood who irrigate from an original takeout. The irrigation allowance of each member of the group is added together to arrive at the allocation for the subdivision. The members of the subdivision shall irrigate in one delivery, and no additional deliveries will be made for a period of seven days. Water will be measured at the original TCID takeout only.

The members of each watering subdivision shall choose ONE person to act as Coordinator within the watering subdivision and ONE alternate and submit those names to the O & M Foreman for approval. These two persons will be the Ditchrider's and TCID's contact. Other members of the subdivision are required to contact their Coordinator. The responsibilities of the Coordinator would be to: (1) order water as needed by users within the subdivision; (2) coordinate and

organize the efficient distribution of water within the subdivision; and (3) account for usage of water within the subdivision.

Construction/Repair on Project Easements:

TCID owns, or has possessory rights to, the system of irrigation and drainage ditches which serves the Newlands Project, together with the rights-of-way appurtenant thereto. No building or construction thereon, including piping, filling, fencing, or other alteration thereof, may be performed unless WRITTEN permission has first been obtained from TCID.

Ownership:

Change of ownership of water-righted parcels requires that the new owner provide a “Record of Conveyance” and “Abstract of Title” to TCID of the change. Upon payment of the appropriate administrative fee, TCID will make the necessary changes to allow the new owner to order water.

Water Rights Transfers:

Any temporary transfer or permanent water right transfer must be filed and approved by the Nevada State Engineer 60 days prior to the end of a normal irrigation season (75% or above) for addition to the water right owner’s allocation during the current irrigation season. During a short irrigation season (75% or below), the deadline for approval by the Nevada State Engineer would be July 1st. TCID cannot guarantee that water will be available nor can TCID guarantee delivery of water if the time limits as stated above are not adhered to.

Start Time:

The time the TCID Lateral/take-out has adequate cfs for the delivery is reached and the water users take out is opened. For example: Building Bay or Head for the A9-T7, the start time of the delivery would begin when the bay or head is high enough to deliver adequate cfs and the take out is opened. Note: the water user’s gate should not be opened until proper cfs has been achieved as this may lengthen the delivery time. If adequate cfs is not achieved for the delivery until 02:00 and it takes 4 hours to reach the TCID Lateral/take out with adequate head, the start time would be 06:00. Do not allow the bay height to exceed the freeboard. This may cause severe damage to the structure and crops.

Agent:

The property owner’s designated irrigator that has been given temporary authority by the TCID O & M Foreman or ditchrider to open and/or close gates for the purpose of irrigating irrigatable land. After delivery is complete that agent no longer has any authority to open or close any gates.

Freeboard:

The distance between the normal water level and the top of a structure or canal bank.

Stop Time:

The time the water user closed the take out at the TCID Lateral/Take out.

Run-off:

The usable water in the lateral used to finish a delivery after TCID Lateral/Take out are closed. For example: Using the example above—The TCID lateral/take out A9-T7 has 8 cfs for 8 hours ordered. The 4 hours of travel time allows for 2 hours of run off. The TCID lateral/take out above the A9-T7 should be closed at

14:00.

Measurements:

The measurement will be taken at the point upstream and closest to the water user's take out or the takeout itself. Ditch loss will be calculated on metered runs and deliveries adjusted accordingly. Using the example above—The water user at the A9-T7 has closed the gate and contacted the ditchrider. The meter is then read and the information recorded. The automation department calculates the Ditch loss and records the actual delivery.

Ditch Loss:

The estimated water naturally absorbed during travel time to the water user's gate. All other losses will be calculated by the ditchrider.

It is very important to track the start and stop times of all deliveries. Always convey to the ditchrider your start and stop times immediately. If there is a dispute about a particular delivery, this information could prove invaluable.

If at anytime the delivery is not meeting or is exceeding the expected cfs, contact the ditchrider immediately. At that time the check structure can be verified and any necessary adjustments made.

Communication between the water users and the ditchrider is paramount in the effective efficient delivery of irrigation water. The water user needs to give the ditchrider as much lead time as possible. No one person can be everywhere all the time. It is a team effort. The water users must be the eyes of the ditchrider and the ditchrider must be responsive to the water user's concerns.

The following are excerpts taken from Nevada Revised Statutes and are for informational purposes:

N.R.S. 539.783

LIABILITY OF WATER USER NEGLIGENTLY, WRONGFULLY IMPAIRING TCID WORKS; NOTICE TO REPAIR.

Any water user, or his agent or lessees, of an irrigation TCID who shall negligently or wrongfully impair the usefulness of any reservoir, canal, ditch, lateral, drain, headgate, structure, or any part of the irrigation TCID system of works and fails to repair the same within 10 days after notice from TCID so to do, or who fails within such time to file with the Board of Directors good and sufficient reasons for so failing to do, shall become liable for the payment thereof as provided in this chapter, or the irrigation TCID may make such repairs and add and collect the same as an operation and maintenance charge against the lands of the Water User or Irrigator for the next succeeding irrigation season.

N.R.S. 536.040

CONTRIBUTION OF OWNERS FOR PROPORTIONATE SHARE OF WORK.
In all cases where ditches are owned by two or more persons, and one or

more of such persons shall fail or neglect to do a proportionate share of the work necessary for the proper maintenance and operation of such ditch or ditches, or to construct suitable headgates or other devices at the point where water is diverted from the main ditch, such owner or owners desiring the performance of such work may, after giving 10 days written notice to such other owner or owners who failed to perform such proportionate share of the work necessary for the operation and maintenance of such ditch or ditches, perform such share of the work, and recover therefore from such person or persons in default the reasonable expense of such work.

N.R.S. 536.050

STATEMENT OF EXPENSES CONSTITUTES VALID LIEN AGAINST PROPERTY OF DEFAULTING CO-OWNER.

Upon the failure of any co-owner to pay his proportionate share of such expense, as mentioned in N.R.S. or persons so performing such labor may secure payment of such claim by filing an itemized and sworn statement thereof, setting forth the date of the performance and the nature of the labor so performed, with the County Clerk of the county wherein the ditch is situated and when so filed it shall constitute a valid lien against the interest of such person or persons in default which lien may be established and enforced in the same manner as provided by law for the enforcement of mechanics' liens.

SECTION B: CONSTRUCTION AND MAINTENANCE**DRAINAGE**

Drainage and wasteways will be provided by the District according to the following policies:

The District will operate and maintain all District drain easements as shown on District property and structure maps as approved or modified by the Board. The District will also maintain drainage pumping installations as accepted and approved by the Board. The scheduling of all drainage maintenance will be done by District staff in accordance with established priorities.

Drain water levels will be maintained at an economic level Project-wide and maintained as originally designed. The drainage system will not be construed as being designed to provide ground water relief to all irrigatable lands within the Project. If an open drain satisfactorily serves a farm unit with adequate ground water drainage, this is desirable but only coincidental to specific design.

It is recognized that applications for extensions and alterations to the existing drainage system will be received by the District. The applications for drain extensions will be reviewed with first priority being field surface runoff drainage and second priority being ground water relief. These applications must have Board approval in accordance with District policy. For applications to install a crossing in a drain or to pipe a drain or a lateral that is used as a drain, a 36" minimum polyethylene or concrete pipe and Bureau of Reclamation approval would be required. (02/07/00) The 36" minimum pipe size is necessary for maintenance purposes and is not related to the flow requirement. The District Engineer shall determine if a larger pipe size is necessary. (12/07/98)

When relocating laterals, and if recommended by the Drainage Committee, the party requesting the change will be responsible for lining the lateral, either with concrete or bentonite. (11/7/94)

It is recognized that under certain conditions ground water drainage problems will occur parallel to distribution system canals. It is the policy of the District to review these types of problems on a site by site basis. All sites will undergo recognized investigations and studies to determine true origin of drainage problems. Usage of District drain easements, which continually cause a need for repair to District facilities, shall be charged to the responsible party. District staff shall make such determination and notify the responsible party in advance of repair and that the expense of such repair will be charged to such party. (09/08/98)

All discharges of sewage effluent into District easements without a permit from the District shall be prohibited and reported to the proper authorities. (09/08/98)

Damages incurred to District drainage facilities will be pursued under the provisions of 539.783 of the Nevada Revised Statutes.

FIELD WASTEWAY STRUCTURES

It is the policy of the District to provide and maintain field wasteway structures. One wasteway will be provided per 40-acre tracts of land based on original homestead tracts. In instances where District-maintained facilities divide an original 40-acre tract, two wasteways will be provided. If it is determined that a landowner is not eligible for a wasteway, he may request the District to install the wasteway at the landowner's expense. The landowner may also install the wasteway under the District policy, "Construction by Private Parties Within TCID Easements". Installations under either option will not be replaced or maintained by the District.

The District will install one wasteway to District specifications for fields of less than 40 acres if the following requirements are met:

1. Access to a District drain must be available.
2. Adjoining property owners must cooperate to meet the 40-acre minimum.
3. Adjoining fields equaling at least 40 acres must use a common wasteway.
4. The property owners must construct and maintain surface drainage to the common wasteway.

All wasteway inlets will be sized by District staff. Installations of wasteways by District personnel will not constitute a continued maintenance responsibility of the District. (09/08/98)

STORM DRAINS

See the Bureau of Reclamation memorandum, Regional letter No. 03-11, dated September 19, 2003. (10/07/03)

UNDERGROUND TILE DRAIN

Underground tile drain installations that discharge into District easements require the approval of the District and shall be governed by the following principles:

1. If the tile drain is to discharge into District easements, the landowner must first obtain approval from the District for the depth and location of the tile drain discharge. Construction within the District's easement zone shall be in accordance with District policy.
2. If water from the tile drain is to be collected and/or applied to crops, then the District's approval must be obtained.
 - a. Such pumped water can only be applied to water-righted land.
 - b. Such applied water including all other water when applied to the land cannot exceed the total allocation allowed to the water-righted land.
 - c. In determining the depth and extent of any underground drain pumping installation, the District will require data on the level of the

underground water which covers a minimum period of one calendar year (which is considered a normal or wetter than normal year in terms of irrigation allocation and precipitation). Such data must be collected from sites located in the vicinity of the proposed installation on a frequency of at least one observation per week and shall provide sufficient information to allow the District to determine the groundwater level in regard to the irrigation and non-irrigation seasons.

- d. The pump size and outlet will be determined and limited in accordance with the specifications of the installation.

SECTION G: WATER**WATER SEASON**

The water season in a normal 100% year will be from approximately March 15th to November 15th. Final determination of the season start and finish dates will be made by the Board of Directors. Factors such as snow pack, winter moisture in the Project area, water orders, applicable operating criteria and procedures, and storage will be considered in setting the starting and ending dates of the season. The Board will set the start of the season at the March Board Meeting.

The last day to accept water orders will be five days prior to the close of the irrigation season. In a normal season, November 10th will be the last day water orders will be accepted (or the next business day if the 10th is on a holiday or weekend). Requests for water delivery after the last day to order will not be guaranteed delivery.

Notice of the starting date and the closing date of the season will be posted in the Lahontan Valley News and in the Fernley Leader-Courier for five consecutive days. The closing date of the season and the last day to order water will be posted on the October water card in a normal water year. In a short water season, every effort will be made to post the last day for delivery of water and the last day to order water on the water card that is mailed prior to the close.

(12/7/99)

CHANGE IN WATER DUTY

Upon request by the landowner or Bureau of Reclamation for a change in water duty on a farm unit or units of single ownership, the District's Board of Directors will review the request and make a recommendation to the Federal Water Master regarding the change in water duty. The recommendation will be based on information presented to the Board by the landowner and/or the Bureau of Reclamation as well as other information provided to the Board. Beneficial use of water for the production of alfalfa will be the standard to be applied when considering the amount of irrigation water necessary.

Information presented to the Board should include all relevant factors such as water tables; soil types and their water holding capacities; surrounding soil types; farming practices, which should include water conservation practices; cropping patterns and practices; and a history of water use. The information provided with the application for change in water allocation should be as complete as possible in order to avoid delays in the review process.

The following is a checklist of items that should be considered and included with the petition to the Board for a request in change in water allocation for an individual farm unit or units within the same ownership:

REQUIRED

1. Soil scientist review performed by NRCS or private consultant which would identify:
 - a. Location of farm unit(s) on soil survey map
 - b. Water holding capacity of soil(s)
 - c. Water table data and monitoring information
 - d. Recommendation of the soil scientist
2. Irrigation engineer review:
 - a. Adequacy of maintenance of water user irrigation facilities
 - b. Evaluation of the adequacy of TCID system with respect to the individual's operation
 - c. Recommendation of the irrigation engineer as to how the applicant could improve his operation
3. Irrigation History: (5 to 10 year history)
 - a. Number of acre-feet applied per irrigated acre
 - b. Irrigation scheduling
 - c. Acres in production
 - d. Type of crop(s)
 - e. Farm management

OPTIONAL: Cropping history to compare to “standard” yields

DELIVERY AND MEASUREMENT OF WATER

Current TCID policy requires that all deliveries of water be measured and reported accurately. The TCID Board and Management have invested considerable resources in new measuring devices and training of personnel to ensure that water deliveries are measured as accurately as possible.

It is the responsibility of every employee in carrying out these policies that they accurately interpret and record deliveries of water. In keeping with these policies, the TCID Board and Management prohibit the allocation or delivery of water above a water user's entitlement and also prohibit any writing off of water.

The District does not tolerate inaccurate reporting of water use. Each filled water order must contain time on, time off, flow rate, and the amount of water used. Disputes in water charged will be handled as described in the Procedures for the Ordering and the Delivering of Water.

On ditches with measuring devices, the metered totals must be used to record water usage with appropriate loss established by approved protocol for calculating seepage loss. Where multiple users are located along a metered canal or lateral, accurate times on and off must be recorded.

On ditches with no measuring devices, water delivered will be measured by the Ditchriders as accurately as possible, with accurate flow rates and times on and off.

Any employee who violates these policies will be subject to disciplinary measures. (07/09/07)

INSTALLATION OF MEASUREMENT DEVICES:

Pursuant to the District's Water Conservation Plan, the District may need to install a water-measuring device on a water right owner's land. The District shall first request permission from the landowner for such installation. If permission is not granted, the District staff will refer the issue to the Board's O & M Committee for resolution. If further process is necessary, the matter shall be referred to the Board for action in reference to NRS 539.233. (08/08/01)

PROTOCOL FOR CALCULATING SEEPAGE LOSSES:

When a new measuring device is installed in a lateral, a method of calculating seepage losses incurred below the meter to the water user's takeout is needed. The Water Department will establish an initial loss based on other laterals in the vicinity and what has been established in the past. Current meter measurements will be made by TCID personnel during the irrigation season, measuring at the meter and at the takeout to determine losses. The losses will be averaged and prorated based on distance downstream of the meter to other takeouts on the lateral. These losses will be deducted from the measurement device readings. The start and stop times provided by the water user will be compared with the meter data to maintain consistency. The following guidelines should be followed to maintain a uniform application of seepage loss determinations:

- ◆ At least two sets of measurements at different times during the year should be used to determine losses.
- ◆ Water needs to be in the ditch for a minimum of two hours before measurements are taken. used at both locations.
- ◆ The loss will be a constant and not vary during the season.
- ◆ The same person and the same current meter need to be
- ◆ Any disputes on the application of seepage loss rates should be handled under the Procedure for the Ordering and the Delivering of Water.
- ◆ These seepage loss rates may be re-evaluated in the future if conditions warrant.

(07/09/07)

TRANSFERS OF WATER RIGHTS**Temporary or Permanent Transfers**

Any temporary transfer or permanent water right transfer must be filed and approved by the Nevada State Engineer 60 days prior to the end of a normal irrigation season (75% or above) for addition to the water right owner's allocation during the current irrigation season. During a short irrigation season (75% or below), the deadline for approval by the Nevada State Engineer would be July 1st. The District cannot guarantee that water will be available nor can the District guarantee delivery of water if the time limits as stated above are not adhered to.

(12/7/99)

Protest of Applications to Appropriate or Transfer Water

The District will protest all applications to appropriate or transfer the waters of the State of Nevada, which might negatively impact the Newlands Project.

Purchase/Transfer of Newlands Project Water Rights to Lahontan Valley Wetlands

1. The District has reviewed the Newlands Project map upon which the NRCS identified those areas having less productive lands by virtue of soil classification. The review concluded that the purchase and/or transfer of water rights presently located on those lands would not negatively impact the District's distribution system efficiencies if the following guidelines are adhered to. It is recommended that the purchase of water right:
 - a. Concentrate on lands serviced by the same lateral or sub-lateral.
 - b. Should begin at, and move upstream from, the terminus of the lateral/sub-lateral.
 - c. Should be acquired in "blocks" or "groups" rather than helter-skelter, which would create a "checkerboard" effect.
 - d. The water rights acquired should not cause negative impacts on the agricultural community and economy or the environment.
 - e. The entity, "owner", must be willing to be financially and contractually responsible to make payment of the annual O&M charges for the Newlands Project.
2. Once the purchase water rights are transferred to the Lahontan Valley wetlands, no transfer of the water right should be allowed outside the Newlands Project. The water should be kept in the Lahontan Valley for use of the wetlands, which are an integral part of the Pacific Flyway.
3. The water should be stored in Lahontan Reservoir where it would be utilized prior to delivery to the wetlands for multiple beneficial uses.
 - a. Recreational benefits will protect the State of Nevada's investment in Lahontan Reservoir and insure water-related recreation for future generations including but not limited to boating, water skiing, swimming, picnicking and fishing.
 - b. Hydrogenation benefits which provide an environmentally clean (non-polluting) renewable energy resource.
 - c. Fish and wildlife enhancement. (02/07/00)

WATER RIGHT TRANSFER CORRECTIONS

District engineering staff will provide in-house services (i.e. documents, maps, etc.) regarding water right transfer corrections without cost or charge to the water right

owner. (8/7/00)

UNAUTHORIZED USE OF WATER:

When the District staff becomes aware of an unauthorized use of water, such as the use of water without obtaining either a domestic or commercial pump permit, or having placed a water order, and/or without having been told to proceed by the ditchrider, or having proceeded in violation of the ditchrider's instructions, the staff shall notify such individual and place such circumstances in writing to the property owner and to the individual involved, and set up an appointment with the appropriate Board of Director's committee for discussion and resolution of the unauthorized use.

The committee shall have the authority to recommend to charge the individual's water account for such use, to restrict the individual's use of water in the future, and/or impose a financial penalty as set forth in the Fee Schedule, Section H. A financial penalty shall be imposed if there is no water available to charge against such unauthorized use. The committee may waive the financial penalty upon a signed stipulated agreement by the individual involved. Such recommended resolution shall be presented to the full Board of Directors at the next Board of Directors meeting for approval. (10/9/2000)

DELIVERY OF WATER TO NON-WATER-RIGHTED LAND

The District will not deliver water to fields that contain non-water-righted land that is being watered. Until the situation is corrected, the affected serial number will have its allocation reduced by the allocation on the field(s) in question.

Water users who are affected may correct this problem in the manner shown below:

- a. If a field contains non-water-righted land that is being watered, the owner must come to the District office and obtain a picture of the questions field(s). The owner must decide what part or parts of the irrigated water rights in the field he wishes dewatered to make the irrigated acres and the water-righted acres balance. The owner will draw a picture of his intent and submit it to the District for approval.
- b. Once the District approves the plan, the owner physically creates barriers, and the field(s) are inspected and approved by District employees, orders may be placed and water delivered that irrigation season.
- c. The owner must then apply to the State Water Engineer for a permanent or temporary transfer of these rights, since this is allowed by state and federal law. The District will ask the Department of Interior to approve these transfers. Unless written objections are sent to the owner within 30 days, these transfers will be sent as a pre-approved batch of transfers with the support of the District and the

Department of Interior. The State Engineer will be asked to rush these transfers. (Deleted Sept. 7,2000 and to be reviewed by the policy committee for a new policy)

FERNLEY STOCKWATER PIPELINE

In the Fernley area, the District will provide stock water to specific water righted land through the Fernley stockwater pipeline system (see the Fernley Stockwater Pipeline map). The charge for service from the Fernley stockwater pipeline will be established annually by the Board. The Fernley stockwater pipeline water is not to be used other than for stock watering purposes.

When land that is serviced by the Fernley stockwater pipeline is divided or parceled, service from the stockwater pipeline shall be discontinued and the pipeline removed. However, service from the stockwater pipeline shall be continued to that portion of the divided land which is considered to be the original homestead if water rights are retained thereon and there continues to be a need for stockwater. (12/9/96)

If the Truckee Canal does not have enough water to provide water to the stockwater pipeline for reasons beyond the control of the District there is no responsibility of the District to provide water to the stock. If the outage of water in the Truckee Canal can be directly attributable to the District (maintenance on the Canal) then the District will be responsible to deliver water to the stock. (2/8/10)

ORIGINAL CONSTRUCTION CHARGES

Upon signing of a water right agreement, a parcel split, or a transfer of water rights, all remaining original construction charges shall be paid. (1/8/96)

RE-WATERING OF LANDS

If water rights are to be transferred to lands that have had their water rights previously removed, such re-watering shall be approved only when there is no adverse impact to operational efficiencies.

The District staff shall not permit a transfer of water rights, which increase the costs, or decreases the assessments or lessens the efficiency of the operations of the District.

TAKE-OUTS WHERE WATER RIGHTS HAVE BEEN REMOVED

When all active water rights are removed from land by a water right transfer permit issued by the Nevada State Engineer, the owner of the property will be notified by written notice that the takeout for the property will be made inoperable or removed so it can no longer be used. If the property owner does not formerly request an alternative, the takeout will be removed or made inoperable 60 days after the date of the letter. If the owner requests that a takeout not be removed or made

inoperable and such request is granted, then the owner will be given a one-year period of time to reactivate the water rights on the parcel . After that time, an annual fee equal to the sum of the Admin Account Charge and the Minimum water right assessment (see Fee Schedule, Section H) must be paid to keep the takeout from being removed. (02/07/01)

OPERATING FARM UNITS

Consolidation of irrigation allocations for an operating farm unit will be allowed if land is within the exact same ownership (i.e. John and Mary Doe to John and Mary Doe), or if land is leased from others and is part of an operating farm unit. In order to consolidate allocations for an operating farm unit, the owner must sign an acknowledgement form that the lease is for the entire irrigation season and is not revocable during that irrigation season. The owner must also acknowledge that the leased parcel will become part of an operating farm unit under the control of the farm operator. The farm operator must sign a separate acknowledgement form accepting responsibility for ensuring that non-water right land is not irrigated. No parcel can become part of an operating farm unit if water has already been delivered to that parcel that year. All taxes must be current on all parcels that become part of an operating farm unit. (02/07/01)

SECTION H: FEE SCHEDULE

		<u>FEE</u>
ADMINISTRATIVE CHARGES		
Copying		
8½" x 11"		\$ 0.40
All other sizes		\$ 0.85
Property and Structure Maps (each sheet) (6/9/08)		\$ 10.00
Settlement Map		\$ 22.00
Drainage and Distribution Map		\$ 22.00
Update Ownership Records	(8/8/05)	\$ 40.00
Water Right Detail Record	(8/8/05)	\$ 5.00
Water Right Agreement and Quitclaim Deed	(9/9/02)	\$400.00
Annual Fee for Administration of Water Right Agreement	(6/9/08)	\$ 70.00
Administrative/Construction Labor per hour charge (1 hour minimum)		\$ 40.00
(6/9/08)		

CHARGES

O&M Charge – (all water right, except 1.5 a.f. duty) (4/7/09)	\$ 39.00
Conservation Fund Charge (4/7/09)	\$ 3.90
Kent/Freeman Agreements (1.5 a.f. allocation per acre)(4/7/09)	*\$ 15.00
Project Efficiency Improvement Charge (4/7/09)	\$ 2.00 per a.f. on last 2 a.f. of water duty
District General (per acre for each parcel in project) (5/17/10)	\$ 4.00
Admin Account Charge (per parcel) (5/07/10)	\$110.00
Minimum water right assessment (5/07/10)	\$220.00
Fernley pipeline service (6/9/08)	\$240.00
Spreadwater	
Water-righted land	25¢ per a.f.
Non-water-righted land	\$1.00 per a.f.
Water taken without a water order or without authorization See Policy on "Unauthorized Use of Water"	\$500.00 minimum and \$100.00 for each .5 a.f. taken up to 1 a.f. and then \$200.00 for each .5 a.f. above 1 a.f.
<u>Kent/Freeman Agreements</u>	Box intentionally blank
* ^(10/07/02) \$9.27 O & M	
* ^(10/07/02) \$1.03 for Conservation Fund	
* ^(10/07/02) \$1.00 On last af for Project Efficiency Improvement	

FEE**CONSTRUCTION LICENSES:**

License Fee (6/9/08)	\$300.00
Inspection Fee (1% construction costs or whichever is greater) (6/9/08)	\$300.00
Utilities Installation (6/9/08)	\$300.00
Inspection fee - fences, gates, & removable walk bridges (6/9/08)	\$120.00
Repair that does not need complete replacement (6/9/08)	\$ 50.00
Renewal of license	½ license fee
Box Culverts (Minimum Construction Deposits) (05/07/03)	\$1,000.00
Pipe Culvert Installation (Minimum Construction Deposits) (05/7/03)	\$600.00

GRAZING FEES:

Per head Carson Lake Pasture	\$7.00
50¢ Surcharge plus cost of vaccine/ear tags (06/09/03)	Box intentionally blank
Leases per acre (\$100 minimum)	\$2.00

PARCEL MAP/BOUNDARY LINE ADJUSTMENT REVIEW:

(08/08/01)

Minimum per map (includes first correction) (8/8/05)	\$200.00
Each subsequent correction (8/8/05)	\$200.00
Tentative Maps (8/8/05)	\$165.00
Review of subdivision Improvement Plans	\$300.00

PUMP PERMITS

Domestic pump incidental to other water right (6/9/08)	\$200.00
Commercial-per pump installation with water right permit(6/9/08)	\$200.00
Stockwater agreement-incidental to other water right (6/9/08)	\$200.00

RELEASE OF EASEMENT, ETC.

Filing Fee (6/9/08)	\$300.00
Review/preparation of required documents (6/9/08)	\$300.00

GRAVEL PIT PERMIT

For approved job. To be completed within 30 days.	\$ 50.00
---	----------

TRAVEL RATE

Vehicle Mileage Reimbursement per mile for employee use of personal vehicle for District business	IRS Allowed Amount (10/07/02)
---	----------------------------------

SECTION J: FORMS, SPECIFICATIONS, & CONSTRUCTION STANDARDS

**TRUCKEE-CARSON IRRIGATION DISTRICT
APPLICATION AND CERTIFICATION FOR GRAZING
CARSON LAKE PASTURE**

I hereby **APPLY** for pasturage for the livestock designated below in the Carson Lake Pasture subject to the Rules and Regulations adopted by the Truckee-Carson Irrigation District. I attach herewith a check covering two months advance grazing fees plus vaccine and insecticide costs on all paying stock. In addition, I agree to pay any vaccination and grazing charges upon demand therefore. In the event of my failure to pay surcharges within ten days after demand for such payment, I hereby authorize you to sell a sufficient number of my livestock to satisfy your claim. And I do hereby, for myself and for my heirs, executors, administrators or assigns, waive any claims for damages which may have or which may accrue to me by reason of any loss or injury received by any of the stock hereinafter described while in the District's care and custody. I also release the District from any liability for loss or damage to property and shall indemnify and hold harmless the District from all liability, cost and expense for loss suffered by the user for injuries to person or property or deaths of persons arising directly or indirectly from the issuance of this permit for use of the pasture grazing areas.

Cows _____ Heifers _____ Two (2) Months Advance Grazing Fee: _____

Bulls _____ Steers _____ Vaccine/Insecticide Costs: _____

Total Paid: _____

I, the undersigned, hereby **CERTIFY** that the cattle, which will be entered into the grazing areas, are the same as appear on the certificate issued by a licensed veterinarian, which guarantees that this stock is free from brucellosis. I further certify that this stock was at no time allowed to commingle with any other stock following the issuance of the certificate issued by the veterinarian. I realize that misrepresentation of this stock can result in all or any part of the entire herd being removed from District pastures at the District's discretion and may jeopardize future permits in District grazing areas.

APPLICANT

Print: _____ TCID Serial #: _____ W/R Acres Owned: _____

W/R Acres Leased: _____

Signed: _____ Date: _____

This application for Permit is **not** valid until approved by the Board of Directors and signed by the President.

President, Board of Directors

Date

**TRUCKEE-CARSON IRRIGATION DISTRICT
RULES AND REGULATIONS
CARSON LAKE PASTURE GRAZING AREA**

All Carson Lake Pasture grazing area applications, both Old and New users, must be filed with and received by the District annually **on or before March 1**. Fees for vaccine, insect control and for two (2) months grazing must accompany the application for both Old and New users.

The animal unit monthly rate for fees and insect control will be established at the Truckee-Carson Irrigation District Board of Director's regular meeting in February of each year.

The following stock shall be included in the overall application and permit: cows, heifers, steers and bulls. Pasture users must supply one bull to each twenty-five (25) head of cows or fraction thereof entered in the pasture. No application will be accepted for less than one increment, i.e., 26 head.

Permits will be limited to the following:

1. Two head of paying stock per each water-right acre owned as recorded on Truckee-Carson Irrigation District records. Owner water users shall be given first priority in pasture.
2. One head of adult paying stock per water-right acre leased upon written proof of the lease for Truckee-Carson Irrigation District's records. Resident lessee water users shall be given second priority in pasture. All proof of ownership or lease of water-right lands shall be the responsibility of the applicant and not the Truckee-Carson Irrigation District. No user shall be allowed over four hundred (400) head of paying stock except at the discretion of the Board of Directors.

The District's Board of Directors will review the applications at their regularly scheduled Board meeting in March. At that time, the Board will establish the number of cattle that the Carson Lake Pasture will be able to serve. The Board will also establish the number of cows, heifers, steers and bulls that will be acceptable into the grazing area based upon the applications submitted and the condition of the grazing area. If insufficient applications are received and approved by the Board of Directors from Old Users to fill the pasture area to capacity, the balance of capacity shall be filled from New Users in the priority of New User depending upon availability in that particular category of stock.

Permits will be awarded by the following definitions:

1. "Old User" - those who have used the grazing area for the past three years; and
2. "New User" - new user qualifies as an "Old User" when he has been in the pasture for three (3) consecutive years. In case the "New User" is held out of the pasture for one or more years by Board action due to a shortage of water, he will not lose his years of use already accumulated toward qualifying as an "Old User". "New Users" are given priority amongst themselves based on the number of years they have been permitted in the pasture if not qualified as an "Old User" and then by the date "New User" continuously submitted applications.

Pasture areas usually open in the spring between April 1 and April 15. Proposed opening date will be set at the regular board meeting in March of each year and the pasture manager will have discretion to open as close to that date as feed allows. Permitted stock shall be entered in the grazing area by June 1 and each permittee shall be charged for permitted stock for a minimum of 120 days, if application is approved by the Board. Written notice will be sent to applicants of the action taken by the Board of Directors at the regular March Board meeting.

The permittee who must remove stock from the pasture because it is sick may:

1. Replace the sick animal; or

2. Re-enter the sick animal when it is well. However, the animal in question must be identified by the pasture manager as being “sick” before it is released to allow the permittee the above option.

All Cattle, including heifer calves over the age of six (6) months, prior to entry into a Truckee-Carson Irrigation District controlled grazing area must have been vaccinated for brucellosis. Results of tests are to be provided to the District pasture manager before stock is entered in the pasture area. Owner of such stock must also certify that the stock represented by the testing record is the same as that which is now being entered and that this stock was at no time allowed to commingle with any other stock following testing. (02/07/02)

All bulls shall be tested for trichomonas and receive a veterinarian certification showing the bulls are free of trichomonas prior to entering the pasture. The testing veterinarian will tattoo the bull's ear at the time of the test with a number that corresponds with the paperwork. The certification and tattoo on the bull must match and will be presented to the Pasture Manager at entry. (2/7/01)

All paying cattle (all livestock 6 months or older whether weaned or not are considered paying cattle) entering the pasture must be branded with permittee's brand as registered in the Nevada State brand book.

Pasture personnel will administer vaccine and oversee application of insecticide ear tags. No branding or marking of cattle will be allowed after stock has been put in the pasture area, unless approved by and under the direction of the pasture manager. All paying cattle must be counted in and out by pasture personnel. Pasture personnel will be available Monday through Friday each week to receive or release stock; no stock will be received or released Saturdays or Sundays. Before riding in any of the pasture areas to check cattle, user must notify pasture personnel

In the event that there is insufficient feed in the area, “New Users” shall first be reduced proportionately. Should there still be insufficient feed to accommodate the “Old Users”, then they will be cut proportionately. If a permittee does not fill his permit for any year, and does not pay the 120 days, the following year his permit will be reduced to that number of head actually entered in that prior year.

If permittee does not enter sufficient stock to fill his permit, he may retain the permit by paying grazing vaccination charges and insect control charges for a 120 day period on the entire permit, to be paid by November 15 of the current year. This privilege of retaining the permit by the paying of fees for the 120 day period shall pertain to one year only and must be followed by a season of actual use before the retention privileges can again be applied.

After being contacted by the pasture manager, the user shall bring his bulls within 15 days. Failure to do so will result in a \$100 per bull penalty and loss of pasture privilege for user's remaining cattle. Loss of pasture privilege will be reinstated only upon authority of the Board of Directors. Bulls must be acceptable to the pasture manager and full discretion as to bull scheduling will be given to him.

Bulls shall be removed within fifteen (15) days following notification by pasture manager. The 120-day requirement shall not apply to bulls. Bulls will be charged for only the number of days actually in the pasture, but in no case will it be less than 60 days. Final discretion as to bulls in and out of the pasture is granted to the pasture manager.

Pasture users will be notified immediately of any identifiable loss that is discovered by pasture personnel. Every effort shall be made by the pasture manager to identify all livestock. Any unidentified stock shall be sold through proper channels.

Any pasture user not assisting in gathering and working of stock as required by the pasture manager is to be fined \$1.00 per head of stock owned by that user in the pasture. Help required in gathering and working stock will be one man per 75 head or portion thereof to a maximum of three men.

Pasture bills must be paid before removal of livestock. Bills may be paid at the Truckee-Carson Irrigation District offices at 2666 Harrigan Road, twenty-four (24) hours before removal, or to the Pasture Manager the day of removal. No permanent pasture employees shall be allowed to run stock in the pastures.

Pasture areas shall be closed on November 15 and all stock must be removed by this date. Any livestock not so removed shall be gathered and sold. Specific days for removal of stock from the pasture areas may be set by the pasture manager and users so notified.

When a permittee sells the property, which supports his permit by virtue of water-right acreage requirements, the permit is terminated at the end of the grazing season then in effect. If title to the property changes as a result of an estate proceeding, the permit will be transferred to the heir(s), the intent being to maintain continuity of the farming operation. However, any further disposition of the property to the extent that it affects the status of the grazing permit must come before the Board of Directors for individual review.

Failure to comply with any of the rules shall be reason for cancellation of permit.

I, _____, AGREE TO BE GOVERNED BY THE ABOVE RULES AND REGULATIONS.

Signature of Permittee

Date

**TRUCKEE-CARSON IRRIGATION DISTRICT
NEWLANDS PROJECT, NEVADA
PERMISSION FOR INSTALLATION AND MAINTENANCE OF PRIVATE
COMMERCIAL PUMP**

**TAG #<tag>
SERIAL #<ser_no>**

<name>, the undersigned applicant, hereby accepts full responsibility for the entire costs involved in the construction and removal of a private pump installation for commercial purposes within the Newland's Project.

Such installation is to be made at the following location:

STREET ADDRESS: <pump_add>

LEGAL DESCRIPTION: <legdescript_dist> District

SECTION: <sec>, TOWNSHIP: <town> North, RANGE: <range> East, M.D.B.&M.

LATERAL/CANAL/DRAIN/RIVER: <lateral>

This agreement of use is granted upon the following terms and conditions:

1. The applicant shall be liable for any and all damages to the property of the United States, the District or of any third party or parties by reason of the exercise of privileges conferred by this permission of use.
2. The pump installation shall be so constructed as not to obstruct in any manner whatsoever the flow of water in the canals, laterals or drain ditches operated and maintained by the District. Any interference in any manner whatsoever with the construction, operation and maintenance of any part of the Newlands Project will be cause for removal.
3. Pump and inlet lines are to be removed after the irrigation season. Those not removed will be confiscated by the District if they present an obstacle in any form to the District's regular maintenance program. Pumps for domestic purposes shall not exceed a maximum discharge of one and one-half (1-1/2) inches in diameter. Inlet lines crossing maintenance roads are to be buried at least six (6) inches deep but no more than one foot deep.
4. The cost of construction and maintenance of the pump shall be the responsibility of the applicant.
5. It is subject to an annual fee as set by the District's Board of Directors and the current District policies.
6. This permit is for commercial pumping: <description>.
7. Approximately <gallons> gallons per day when in use.
8. The construction and maintenance of the pump installation shall be in accordance with the following additional conditions: <conditions>
9. This agreement is personal, revocable, and nontransferable.
10. This agreement will terminate:
 - If applicant fails to pay the annual charge when due.
 - If the Truckee-Carson Irrigation District, or applicant, disposes of its or his interest in the land upon which this agreement applies.
 - Upon failure of applicant to comply with any of the provisions of this agreement, or
 - If this agreement is ever considered detrimental to the public interest.

**TRUCKEE-CARSON IRRIGATION DISTRICT
NEWLANDS PROJECT, NEVADA
PERMISSION FOR INSTALLATION AND MAINTENANCE OF PRIVATE
DOMESTIC PUMP**

SERIAL #«ser_no»

SUB. #«sub_no»

TAG #«tag»

APN «apn»

«name», the undersigned applicant, hereby accepts full responsibility for the entire costs involved in the construction and removal of a private pump installation for domestic purposes within the Newland's Project.

Such installation is to be made at the following location:

PUMP ADDRESS: «pump_add»

LEGAL DESCRIPTION: «legdescript_dist» District

SECTION: «sec», TOWNSHIP: «town» North, RANGE: «range» East, M.D.B.&M.

LATERAL/CANAL/DRAIN/RIVER: «lateral»

This agreement is granted upon the following terms and conditions:

1. The applicant shall be liable for any and all damages to the property of the United States, the District or of any third party or parties by reason of the exercise of privileges conferred by this permission.
2. The pump installation shall be so constructed as not to obstruct in any manner whatsoever the flow of water in the canals, laterals or drain ditches operated and maintained by the District. Any interference in any manner whatsoever with the construction, operation and maintenance of any part of the Newlands Project will be cause for removal.
3. Pump and inlet lines are to be removed after the irrigation season. Those not removed will be confiscated by the District if they present an obstacle in any form to the District's regular maintenance program. Pumps for domestic purposes shall not exceed a maximum discharge of one and one-half (1-1/2) inches in diameter. Inlet lines crossing maintenance roads are to be buried at least six (6) inches deep but no more than one foot deep.
4. The cost of construction and maintenance of the pump shall be the responsibility of the applicant.
5. It is subject to an annual fee as set by the District's Board of Directors and the current District policies.
6. Such domestic use shall be in conjunction with a residence for a lawn, garden, orchard, or pasture area for domestic animals and shall not exceed 1,800 gallons a day.
7. This agreement is for domestic pumping: «description».
8. The construction and maintenance of the pump installation shall be in accordance with the following additional conditions: «conditions»
9. This agreement is personal, revocable, and nontransferable.
10. This agreement will terminate:
 - If applicant fails to pay the annual charge when due.
 - If the Truckee-Carson Irrigation District, or applicant, disposes of its or his interest in the land upon which this agreement applies.

- Upon failure of applicant to comply with any of the provisions of this agreement, or
- If this agreement is ever considered detrimental to the public interest.

Upon termination, the District will send a notice of allowing the applicant thirty (30) days to remove the pump and all accessories. Upon failure of applicant to remove the installation, the District, without any liability for so doing, may remove the pump and all accessories at the cost of the applicant. Any costs or expenses incurred by the District shall become a lien upon applicant's property and collected in the same manner as all other liens.

Dated at Fallon, Nevada this _____ day of _____, 20__.

 «name»

 «name»

Name: «name»
 Mailing Address: «mailadd» «city_st_zip»

Witness: _____

Approved this _____ day of _____, 20_____.

Truckee-Carson Irrigation District

Rusty D. Jardine, Esq., Project Manager

**TRUCKEE-CARSON IRRIGATION DISTRICT
NEWLANDS PROJECT, NEVADA
INSTALLATION AND MAINTENANCE OF PRIVATE
WATER RIGHT PUMP**

SERIAL #«ser_no»

SUB #«sub_no»

TAG #«tag»

APN «apn»

«name», the undersigned applicant, hereby accepts full responsibility for the entire costs involved in the construction and removal of a private pump installation for water right purposes within the Newland's Project.

Such installation is to be made at the following location:

STREET ADDRESS: «pump_add»

LEGAL DESCRIPTION: «legdescript_dist» District

SECTION: «sec», TOWNSHIP: «town» North, RANGE: «range» East, M.D.B.&M.

LATERAL/CANAL/DRAIN/RIVER: «lateral»

This agreement is granted upon the following terms and conditions:

1. The applicant shall be liable for any and all damages to the property of the United States, the District or of any third party or parties by reason of the exercise of privileges conferred by this license.
2. The pump installation shall be so constructed as not to obstruct in any manner whatsoever the flow of water in the canals, laterals or drain ditches operated and maintained by the District. Any interference in any manner whatsoever with the construction, operation and maintenance of any part of the Newlands Project will be cause for removal.
3. Pump and inlet lines are to be removed after the irrigation season. Those not removed will be confiscated by the District if they present an obstacle in any form to the District's regular maintenance program. Pumps for domestic purposes shall not exceed a maximum discharge of one and one-half (1-1/2) inches in diameter. Inlet lines crossing maintenance roads are to be buried at least six (6) inches deep but no more than one foot deep.
4. The cost of construction and maintenance of the pump shall be the responsibility of the applicant.
5. This agreement is for a water right pump permit: **«description»**.
6. This pumping installation is to be used to irrigate **«ppalloc»** acres of water righted land with a duty of **«duty»** per acre and an allocation of **«afused» a.f.** annually. Such amount will annually be charged to T.C.I.D. Serial No. **«ser_no»**.
7. The construction and maintenance of the pump installation shall be in accordance with the following additional conditions: **«conditions»**
8. This agreement is personal, revocable, and nontransferable.
9. This agreement will terminate:
 - If applicant fails to pay the annual charge when due.
 - If the Truckee-Carson Irrigation District, or applicant, disposes of its or his interest in the land upon which this agreement applies.
 - Upon failure of applicant to comply with any of the provisions of this agreement, or

- If this license is ever considered detrimental to the public interest.

Upon termination, the District will send a notice of allowing the applicant thirty (30) days to remove the pump and all accessories. Upon failure of applicant to remove the installation, the District, without any liability for so doing, may remove the pump and all accessories at the cost of the applicant. Any costs or expenses incurred by the District shall become a lien upon applicant's property and collected in the same manner as all other liens.

Dated at Fallon, Nevada this _____ day of _____, 20____.

 «name»

 «name»

Name: «name»
 Mailing Address: «mailadd» «city_st_zip»

Witness: _____

Approved this _____ day of _____, 20_____.

Truckee-Carson Irrigation District

Rusty D. Jardine, Esq., Project Manager

WATER RIGHT AGREEMENT - IRRIGATION PLAN

THIS WATER RIGHT AGREEMENT, made and entered into this _____ day of _____, 20__, between «**name**», of the County of «**county**», State of «**state**», hereinafter referred to as “Grantor” and TRUCKEE-CARSON IRRIGATION DISTRICT, hereinafter referred to as “District”.

WITNESSETH

WHEREAS, Grantor has acquired certain water entitlements within the Newlands Project of the State of Nevada, amounting to «**totalacres**» acre(s) of water rights bearing the District Serial # «**serialno**» and «**county**» County Assessor’s # «**apn**»; and

WHEREAS, Grantor has submitted to the appropriate authorities in «**county**» County, a parcel map, District Map Identification # «**idno**», «**county**» County File # _____ (to be inserted when final maps are recorded) which seeks to subdivide water-righted land; and

WHEREAS, the District and «**county**» County require that all water-righted parcel(s) have easements dedicated for the continuance of irrigation deliveries to such parcel(s), as well as provisions for drainage, a water user’s association, and other criteria; and

WHEREAS, Grantor desires to continue irrigation of the entire «**totalacres**» acres of water rights during the «**present_yr**» irrigation season before the installation of the irrigation system that is required to irrigate each of the «**parcels**» parcel(s) separately; and

WHEREAS, the District has agreed to accommodate Grantor by accepting the following water rights as security for grantors promise to install the irrigation system to each parcel after the «**present_yr**» irrigation season and before the «**next_yr**» irrigation season.

«**description**», M.D.B.&M., in the «**county**» County Records. (See Quitclaim Deed recorded with this agreement); and

NOW THEREFORE, the parties agree as follows:

1. Grantor understands and agrees that by signing this agreement and Quitclaim Deed, the District will own, in trust, and control such water rights that are appurtenant to the above-described parcels. Grantor further understands that as long as these water rights are in trust, Grantor will not be able to vote such water rights at District elections.
2. Grantor understands that the District’s subdivision policy requires an irrigation system approved by the District, which provides a method and means to separately irrigate each subdivided parcel. However the existing irrigation system and crop on the entire «**totalacres**» acres of water rights is not in compliance with the District’s policy, but Grantor desires to continue the existing irrigation of the «**totalacres**» acres of water rights and wait until the end of the «**present_yr**» irrigation season before installing the required irrigation system to each parcel.
3. Grantor understands that this Water Right Agreement and Quit Claim Deed are for the purpose of securing to the District the Grantor’s promise to comply with the District’s subdivision policy prior to the «**next_yr**» irrigation season.
4. The District agrees to allow the Grantor to continue irrigation of the «**totalacres**» acres of water righted land without complying with the District’s subdivision policy for the «**present_yr**» irrigation season only based upon the unique circumstances of Grantor’s irrigation system now in place.
5. Grantor understands and agrees that the District will release its security interest in the «**totalacres**» of water rights upon the Grantor completing the installation of the

- required irrigation system to each of the «**parcels**» parcels prior to the «**next_yr**» irrigation season.
6. Grantor further understands and agrees that should he/she fail to install the irrigation system prior to the «**next_yr**» irrigation season that the water rights will then be held in trust by the District as if the land was developed as non-water righted land and the Grantor shall then comply with all the other terms and conditions of this agreement or otherwise the water rights will belong to the District.
 7. Grantor understands that such water rights or portion thereof may be used by Grantor on the hereinabove described parcels only upon the following conditions:
 - Grantor has made application to the District prior to February 15th of the year in which Grantor wants to use such water and water rights.
 - Grantor has paid all taxes and assessments on such water rights and there are no delinquent taxes and assessments outstanding.
 - Grantor has reserved such water and water rights in any deed or other instrument, which conveys any portion of the land to which the water rights are appurtenant.
 8. Grantor further understands that if the water and water rights or portion thereof are to be sold, transferred, deeded or otherwise disposed of, Grantor must first obtain the permission of the District for such sale, transfer, conveyance or disposition. The District agrees not to unreasonably withhold the District's permission to such disposal as long as Grantor has complied with all the terms of this agreement. Upon sale or other disposition the new owner shall sign and execute an agreement with the District similar to the terms hereof until the water and water rights have been approved for transfer to other lands by the Nevada State Engineer.
 9. Grantor understands and agrees that the District will not approve sale or transfer of "active" water rights only without additional or different security provided to the District on the remaining water rights.
 10. Grantor understands that there is remaining outstanding at this time the amount of _____ as and for the original construction obligation of the water rights herein; and Grantor agrees to pay in full such outstanding obligation at the time of approval of this Water Right Agreement.
 11. If Grantor does not notify the District by February 15 of Grantors intended use (see para. 2) or has not notified the District of a sale or other disposition of such water rights (see para. 3), Grantor understands and agrees that the District may temporarily transfer or use such water and water rights for any and all beneficial purposes that the District deems to be in the best interests of the District.
 12. Grantor warrants that the ownership rights to the water entitlements that are described herein, within the Newlands Project amounting to «**totalacres**» acres of water rights which currently bears the District Serial # «**serialno**» and «**county**» County Assessor # «**apn**» have not previously been transferred, sold or otherwise assigned.
 13. At the time of signing of this agreement, Grantor warrants that all assessments and charges against the District's Serial # «**serialno**», «**county**» County Assessor # «**apn**» have been paid in full or have been assessed on the current tax roll and such taxes are in good standing and are not delinquent.
 14. Grantor understands and agrees that the divided parcel(s) will be taxed and assessed annually and such parcel(s) will be subject to such assessments of the District until the water right has been approved for transfer to other land by the Nevada State Engineer. Until such time as the State Engineer approves the transfer of such water right, the Grantor agrees to pay upon billing and within thirty (30) days thereof, all water and other assessments levied upon such parcel(s) by the District.

- 15. It is further understood and agreed that should the O&M assessments not be paid within thirty (30) days, such assessments and charges shall bear interest at the rate of 1-1/2% per month until paid; that should such assessments and charges not be paid for a period of three (3) years, such water right quitclaimed to the District shall thereafter become the property of the District and all rights of Grantor shall be permanently transferred to the District for such delinquency.
- 16. It is further understood and agreed that should the District actually use the water and water rights or portion thereof during any year then the Grantor would not be billed for or have any obligation for the District O&M assessments for the portion of water rights used for that particular year.
- 17. It is further understood that it is the District’s policy to only sign one water right agreement with respect to the division of water right land, therefore it is agreed that Grantor(s) will not, nor will Grantor(s) heirs successors and assigns, request the District to sign any other water right agreement that involves the water rights (amounting to «totalacres» acres) as shown on parcel(s) «parcels» of the parcel map (District’s map Id #«idno») and the map attached to the quitclaim deed executed as part of this agreement.
- 18. This agreement shall inure to the benefit and bind the heirs, executors, administrators, and assigns of the parties hereto.

The address to which the District shall send the invoice for the O&M assessment shall be as follows, unless the District is notified in writing of a change of address prior to April 15th.

Name: «name»
Address: «address»

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

«name»

«name»

TRUCKEE-CARSON IRRIGATION DISTRICT

Rusty D. Jardine, Esq., Project Manager

STATE OF «state»)
)ss
COUNTY OF «county»)

On this _____ day of _____, 20____, personally appeared before me, a Notary Public in and for the County and State aforesaid, «name», known to me to be the person(s) described herein and who executed the above and foregoing instrument who acknowledged to me that he/she/they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public

STATE OF NEVADA)
)ss
COUNTY OF CHURCHILL)

On this _____ day of _____, 20____, personally appeared before me, a Notary Public in and for the County and State aforesaid, **Rusty D. Jardine, Esq., Project Manager** of the Truckee-Carson Irrigation District, who acknowledged to me that he executed the above and foregoing instrument freely and voluntarily on behalf of the Truckee-Carson Irrigation District for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public

MAIL TO: Truckee-Carson Irrigation District
P.O. Box 1356
Fallon, NV 89407-1356

**QUITCLAIM DEED
OF NEULANDS PROJECT WATER RIGHTS ONLY**

TO ALL CONCERNED, and more specifically to the Truckee-Carson Irrigation District:

On this ____ day of _____, 20____, A.D., I/WE, «name», of «county» County, «state», do hereby quitclaim to the Truckee-Carson Irrigation District of **Churchill** County, Nevada, the water right entitlements only to «county» County Assessor # «apn» bearing the District Serial # «serialno», «county» County File # _____ (to be inserted when final map is recorded) and District Map ID # «idno» amounting to «totalacres» acres of water rights on the following described parcel:

«description», in the «county» County Records. (See Exhibit “A”).

I/WE «name», do hereby represent said water rights to be free and clear of all liens and encumbrances. The terms of this quitclaim shall be binding upon the heirs, successors, and assigns of the signatory parties hereto forever.

The agreement and this quitclaim will be recorded in the office of the County Recorder, in the County of «county», State of Nevada, where the above described water rights are located.

Dated this ____ day of _____, 20____.

«name»

«name»

STATE OF «state»)
)ss
COUNTY OF «county»)

On this ____ day of _____, 20____, personally appeared before me, a Notary Public in and for the County and State aforesaid, «name» known to me to be the person(s) described herein and who executed the above and foregoing instrument and who acknowledged to me that he/she/they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public

MAIL TO: Truckee-Carson Irrigation District
P.O. Box 1356
Fallon, NV 89407-1356