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REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 FEB -9 AM 8:05

WERNER CHRISTEN
RECORDER

\$ 0 PAID KJ DEPUTY

Assessor's Parcel Number: N/A

Date: FEBRUARY 6, 2004

Recording Requested By:

✓ Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

AGREEMENT #2004.018
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

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approve
2-5-04

FILED

NO. 2004-018

2004 FEB -6 PM 12:52

WATER SALES AGREEMENT

THIS WATER SALES AGREEMENT is hereby made and entered into this 27 day of January, 2004 by and between DOUGLAS COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "BUYER" and EVA LOMPA FAMILY TRUST, hereinafter referred to as "SELLER".

BARBARA REED
CLERK
DEPUTY

WITNESSETH

WHEREAS, SELLER are the owners of a certain water rights located in Carson City, Nevada and further described in Exhibit "A"

WHEREAS, BUYER is desirous of purchasing said water rights owned by SELLER and SELLER is desirous of selling said water.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements and other good and valuable consideration as hereinafter set forth, the parties hereto agree as follows:

1. Purchase Price. The purchase price of the water rights shall be ONE HUNDRED TEN THOUSAND, FIVE HUNDRED DOLLARS (\$110,500.00), payable in cash or certified or cashier's check or by wire-transfer on the date of closing. The purchase price is subject to all of the conditions contained herein below.
 - a. Buyer to File Application to Change. Upon the signing of this agreement, BUYER agrees to file, at his sole cost and expense, application(s) to change the point of diversion, manner and place of use of the water rights held by the SELLER. Unless otherwise stated, application(s) shall be filed in name of SELLER. BUYER further agrees, at his sole cost and expense, to pursue the State Engineer's approval for the granting of any application(s) filed.
 - b. Sale Contingent Upon Verification of Ownership of Water Rights by SELLER. BUYER, at his sole cost and expense shall verify that SELLER owns clear title, without encumbrances to the water being conveyed. BUYER has thirty days (30) days to perform this due diligence.
 - c. Earnest Money. There shall be no earnest money required as a part of this agreement.
2. Non-interference. Both parties agree to not protest or in any way interfere, or induce others to interfere with any change application(s) that may be filed.
3. Escrow Closing. Except as otherwise extended as provided below, the closing date shall be forty (40) days after full

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execution of this Agreement or ten (10) days after the expiration of the due diligence period, whichever comes first, provided that either party has not terminated this Agreement pursuant to a right to do so or extended the due diligence period. BUYER agrees to fund the total sales price within the time frame outlined herein. This sale shall be closed through an escrow with a title company Western Title Company located at 301 W. Washington St., Carson City, NV 89703. Closing shall be in accordance with the general provisions of the usual form of deed and money escrow agreement then in use by said title company, with such special provisions inserted in the escrow agreement as may be required to conform to this Agreement. In the event of a conflict with the escrow agreement and this Agreement, this Agreement shall control. The cost of the escrow shall be divided equally between BUYER and SELLER

4. Representations, Warranties and Covenants. To induce BUYER to execute, deliver and perform this Agreement, SELLER represent, warrant and covenant to BUYER that, as of the date hereof and the closing date, to the best of SELLER's knowledge:
- a. There are no rights of possession or use in favor of third parties for any portion of the water rights being offered.
 - b. There are no judicial proceedings of any type which have been instituted or which are pending or threatened for any portion of the water rights being offered.
 - c. There are no liens or claims against SELLER applicable to the water rights being offered.
 - d. SELLER's execution of and performance under this Agreement shall not constitute a breach of any agreement, understanding, order, judgment, or decree, written or oral, to which SELLERS ARE a party.
 - e. SELLER is the owner of the offered water rights, with full power and authority to enter into and consummate this transaction.
 - f. The water rights are transferable to BUYER's property and for the purposes intended.
 - g. Should the Nevada State Engineer not approve a change in the point of diversion, manner and place of use of the water rights to BUYER, SELLER shall refund the amount of ONE HUNDRED TEN THOUSAND, FIVE HUNDRED DOLLARS (\$110,500.00) to BUYER within FIVE (5) days after a final decision is rendered by the Nevada State Engineer. At that same time, BUYER shall execute such documents that may be necessary to reconvey said water rights back to SELLER.
5. Closing. Upon closing, SELLER agrees to execute any and all documents necessary to transfer ownership of the offered water rights to BUYER. At the closing, BUYER agrees to cause or be delivered to SELLER, the full amount of the purchase price of

ONE HUNDRED TEN THOUSAND, FIVE HUNDRED DOLLARS (\$110,500.00), said water rights are to be transferred to BUYER by a Grant, Bargain and Sale Deed.

6. Miscellaneous Provisions.

- a. Notice. Notices required or desired to be given hereunder shall be deemed given if and when delivered personally, or on the date of facsimile or on the third business day after being deposited in the United States certified or registered mail, return receipt requested, addressed to each party as set forth below.

If to BUYER:

Carl Ruschmeyer, P.E.
Douglas County Engineer
P.O. Box 218
Minden, NV 89423

If to SELLER:

Eva Lompa Family Trust
~~clo Andy MacKenzie~~
402 N. Division St.
~~Carson City, NV 89703~~

SAM LOMPA.
1840 EAST 5TH
CARSON CITY, NV. 89701

PA.
S.L.
MK

- b. Entire Agreement. This agreement constitutes the entire Agreement between the parties. No subsequent alteration, amendment, change, deletion, or addition to this Agreement shall be binding upon either party unless in writing and signed by both parties.
- c. Transfer of Water Rights Ownership. BUYER, at his sole cost, shall be responsible for filing the Report of Conveyance and Abstract of Title to the transferred water rights with the Nevada State Engineer's office.
- d. Binding Effect. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors and assigns of both parties hereto.
- e. Time of the Essence. Time is of the essence to this Agreement.
- f. Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Nevada.
- g. Further Assurances. The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments, and assurances and to take all such further action before or after closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

h. Attorney's Fees. In the event any action or proceeding is brought by either party against the other for any matter arising out of, or in any way relating to this Agreement, the non-prevailing party in such action or proceeding shall pay all costs, expenses, and reasonable attorney's fees incurred by the prevailing party in connection with such action or proceeding.

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

BUYER

By: *Kelly D. Kite*
KELLY D. KITE, CHAIRMAN
DOUGLAS COUNTY BOARD OF COMMISSIONERS

SELLER

By: *Dorothy Jean Craig, Co-Trustee*
Martha Ann Keating Co-trustee
Samuel A. Lanza Co-Trustee

EXHIBIT "A"

All of Permit 57541 issued by the Nevada State Engineer on March 8, 1993 and consisting of 32.5 acre-feet annually with a diversion rate of 0.985 cubic feet per second.

COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

5 DATE: February 6, 2004 **SEAL**
B. Reed Clerk of the 19th Judicial District Court
of the State of Nevada, It and for the County of Douglas.
By Carol W. Mullock Deputy

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