# EXHIBIT

# E – 73

E. The Water Rights are appurtenant to the real property described in Exhibit B to this Agreement (the "Real Property").

F. By Deed dated July 2, 1997, and recorded on July 9, 1997, as Document Number 207477 with the County Recorder of Lyon County, Nevada (Exhibit C attached hereto), SANTA LUCIA PARTNERS, L.P. (now known as WEAVER PROPERTIES, L.L.C.) conveyed the Real Property to ELDON L. and JUDY A. RIDDLE, and reserved ownership of the Water Rights.

G. Owner currently holds title to the Water Rights appurtenant to the Real Property. ELDON L. RIDDLE and JUDY A. RIDDLE are currently the title holders of record of the Real Property.

H. Owner desires to enter into this Agreement with the District for the payment of all assessments, tolls or charges levied by the District in connection with the Water Rights.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING** and the mutual agreements hereinafter set forth, the District and Owner agree as follows:

1. Upon execution of this Agreement, Owner agrees to also execute a deed in order to convey the Water Rights to the District to be held in trust in accordance with the terms of this Agreement. Owner understands and agrees that by executing the deed and this Agreement, the District will own, in trust, and control the Water Rights.

2. Owner may use the Water Rights or any portion thereof during any given year only upon the following conditions;

   a) Owner has made application to the District prior to February 15 of any year in which Owner desires to use the Water Rights, and

   b) Owner has paid all taxes, assessments, tolls or charges on the Water Rights, and there are no delinquent assessments, tolls or charges outstanding.

3. If Owner does not notify the District by February 15 of its intended use for the year (see para. 2) or has not notified the District of a sale or other disposition of the Water Rights (see para. 4), Owner agrees that the District may temporarily transfer or use the Water Rights, at

Recording Requested by
And Return to:

Walker River Irrigation District
P. O. Box 820
Yerington, NV 89447
APN 12-351-06

# WATER RIGHTS ASSESSMENT AGREEMENT

THIS WATER RIGHTS ASSESSMENT AGREEMENT (the "Agreement") is made this 5th day of FEBRUARY, 2003, by and between WEAVER PROPERTIES, L.L.C., a Nevada Corporation ("Owner"), (formerly known as SANTA LUCIA PARTNERS, L.P.) to the WALKER RIVER IRRIGATION DISTRICT (the "District") as follows:

## RECITALS

A. The District is a Nevada irrigation district organized and existing under Chapter 539 of the Nevada Revised Statutes.

B. Pursuant to the provisions contained in Chapter 539 of the Nevada Revised Statutes, the District levies assessments, tolls or charges on lands within its boundaries. Those assessments, tolls or charges are a lien upon all lands within the boundaries of the District entitled to receive water from the District's system of works, as of the date fixed by the Board of Directors for the payment of the assessment, tolls or charges.

C. Pursuant to the provisions contained in Chapter 539 of the Nevada Revised Statutes, if the ownership of land upon which a lien is imposed, as described in Paragraph B, is severed from the right to use the water, the lien remains in effect on the land until the owner of the right to use the water transfers the right pursuant to NRS 539.513(6)(a) or enters into a written agreement with the District for the payment of assessments, tolls or charges.

D. Owner currently holds title to the water rights described in Exhibit A to this A[illegible] Rights").

no cost to the District, for any beneficial purpose. The District shall, however, pay any costs associated with the processing of any necessary temporary transfer application.

4. Owner agrees that if the Water Rights are to be sold, transferred, deeded or otherwise disposed of, Owner shall 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 with respect to such disposal as long as Owner has complied with all of the terms of this Agreement. Upon the sale or other disposition, the new owner shall sign and execute an agreement with the District similar to the terms of this Agreement unless, as a result of the disposal and an approved change application(s), the Water Rights become appurtenant to other lands within the District upon which a lien is imposed pursuant to the provisions contained in Chapter 539 of the Nevada Revised Statutes.

5. Owner warrants that the Water Rights have not previously been transferred, sold, assigned, encumbered or otherwise impaired in any manner.

6. At the time of executing this Agreement, Owner warrants that all assessments, tolls and charges against the Water Rights have been paid.

7. The District agrees to charge and bill all assessments, tolls and charges it levies in connection with the Water Rights appurtenant to the Real Property to Owner. Owner agrees to pay all assessments, tolls and charges levied by the District in connection with the Water Rights.

8. The address to which the District shall send any statement for assessments, tolls or charges levied against the Water Rights appurtenant to the Real Property shall be the address for Owner set forth in paragraph fourteen (14) of this Agreement.

9. Owner agrees that if assessments, tolls or charges levied by the District against the Water Rights appurtenant to the Real Property are not paid within thirty (30) days, such assessments, tolls and charges shall bear interest at the rate of 1½% per month until paid. Owner further agrees that should such assessments and charges not be paid for a period of three (3) years, the Water Rights shall become the property of the District and all rights of Owner with respect to the Water Rights shall ipso facto be permanently transferred to the District.

10. In the event the District uses or transfers the Water Rights or any portion thereof during any given year (see para. 3), Owner shall not be charged or billed for or have any obligation to pay assessment levied by the District on the Water Rights appurtenant to the Real Property for that portion of Water Rights used or transferred by the District for that particular year.

11. The undersigned persons who execute this Agreement on behalf of the District and on behalf of Owner, respectively, represent and warrant individually that they have full authority to do so and have been duly authorized to execute this Agreement and that no other persons are required to execute this Agreement on behalf of the respective entities for which they sign.

12. This Agreement shall be binding not only upon the parties but also upon their representatives, assigns, and other successors in interest.

13. In addition to documents and other matters specifically referenced in this Agreement, the District and Owner agree to execute and/or deliver, or cause to be executed and/or delivered such other documents and/or materials, as may be reasonably necessary to effect the terms contemplated by this Agreement.

14. Every notice or other communication required or contemplated by this Agreement shall be in writing and delivered either by personal delivery or United States mail at the address specified in this Section.

To District: Walker River Irrigation District
P.O. Box 820
Yerington, NV 89447

And Copy to: Gordon H. DePaoli
Woodburn & Wedge
P.O. Box 2311
Reno, NV 89505
Fax: (775) 688-3088

To Owner: Weaver Properties, L.L.C.
c/o of Mark N. Arrighi, Manager
5 S. Main St.
Yerington, NV 89444

Either the District or Owner may, by notice to the other given as herein stated, change its address for future notices hereunder.

**IN WITNESS HEREOF,** the District and Owner have executed this Agreement on the date first above written.

**WEAVER PROPERTIES, L.L.C.**

By: Mark M. Wright

Its: Manager

**WALKER RIVER IRRIGATION DISTRICT**

Robert E Bryan
Robert E. Bryan

Its: Chairman

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF Nevada )
:ss
COUNTY OF Lyon )

This Water Rights Assessment Agreement was acknowledged before me on February 5, 2003, by Mark M. Wright.

CAROLE J. ROGERS
Notary Public - State of Nevada
Appointment Recorded in Lyon County
No: 94-1584-12 - Expires April 13, 2006

Carole J. Rogers
NOTARY PUBLIC
(My Commission Expires: 4/13/06)

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF NEVADA )
:ss
COUNTY OF Lyon )

This Water Rights Assessment Agreement was acknowledged before me on February 18, 2003, by ROBERT E. BRYAN

LEAH COMPSTON
Notary Public - State of Nevada
Appointment Recorded in Lyon County
No: 93-3029-12 - Expires April 5, 2005

Leah Compston
NOTARY PUBLIC

(My Commission Expires: 4-5-05)

Division #: 5

Card #: 43260
Name: Eldon L. & Judy A. Riddle

Address: 20 S. Main St.
Yerington, NV 89444

Court Decree:

# WALKER RIVER IRRIGATION DISTRICT
## YERINGTON, NEVADA

"EXHIBIT A"

O. & M. Local No. 3

Index No. 36
Lyon County No. 12-2
Claim No.
Ditch Nelson

| PRIORITY | C.F.S. | ACRES | DUTY | DAYS STORAGE | ACRE FEET REQUIRED PER ACRE | ACRE FEET REQUIRED TOTAL | ACRE FEET APPORTIONED | TOPAZ RES. ACRE FEET | BRIDGEPORT RES. ACRE FEET | CLAIM # |
|---|---|---|---|---|---|---|---|---|---|---|
| EXCL | | .590 | 4.2768 | | | .000 | | | | |
| NEWL | | 19.450 | 4.2768 | 65 | 2.0592 | 40.051 | | | | |
| TOTAL | | 20.040 | | | | 40.051 | 40.05 | .00 | 40.05 | |

TOTAL ACRES

Water Rt. Acres

Non Wtr Rt. Acres

Acre Feet Storage

LEGAL DESCRIPTION:

Pr. SW 1/4 of NE 1/4, Sec. 23;
T 12 N, R 25 E.

COMMENTS:

12/20/02 - Transferred from card #56139 - Weaver Properties
12/20/02 - Transferred from card #44591 - Santa Lucia Partners

DOCUMENT HISTORY:

| DOCUMENT # | DATE | DESCRIPTION |
|---|---|---|
| #42-597 | 02/08/60 | C.B. Burkham to Pete & Edith Fenili. |
| #43-140 | 06/02/60 | Armondo Pardini to Pete & Edith Fenili. |
| #6774 | 06/03/71 | Pete & Edith Fenili to Samuel P. & Nedra Bronneke. |
| #10164 | 03/18/72 | Pete & Edith Fenili to Charles Stanley, Jr. & Barbara Martin. |
| #43390 | 01/31/79 | Pete & Edith Fenili to Paul W. & Nancy L. Rand, Less 3.19 acres retained for own use. |
| #65522 | 06/01/82 | Paul W. & Nancy Rand to 3 Bar Ranch. |
| #69556 | 07/01/82 | Paul W. Rand to Nancy L. Rand - 20 acres, all storage water. |
| #91044 | 01/25/85 | Nu Development Corporation to Hamlett Group Limited Parnership. |
| #91099 | 01/31/85 | 3 Bar R Ranch to Nu Development Company. |
| #190772 | 02/29/96 | Hamlett Group Limited Partnership to Santa Lucia Partners, L.P., a Nevada Limited Partnership. |
| #203617 | 03/26/97 | Record of Survey for Santa Lucia Partnership |
| #207477 | 07/09/97 | Santa Lucia Partners, a Limited Nevada Partnership to Eldon L. & Judy A. Riddle, husband and wife as Joint Tenants - SANTA LUCIA RIGHTS ALL WATER AND WATER RIGHTS |
| #212871 | 12/05/97 | Santa Lucia Partners, L.P., a Nevada limited partnership to Weaver Properties L.L.C., a Nevada limited liability company (refer to reserved water above) |

Exhibit E-73

EXHIBIT "B"

The real property situate in the County of Lyon, State of Nevada and described as follows:

All that certain real property being a portion of the SW ¼ of the NE ¼ of Section 23, T. 12 N., R. 25 E., M.D.B.&M., Lyon County, Nevada, described as follows:

Parcel A, as shown on the Parcel Map for the 3 Bar R Ranch, recorded in the Official Records of Lyon County, Nevada, on December 14, 1983 as Document No. 82384.

Order No. TSL-17738
Document Transfer Tax $58.50
APN 12-351-06

Mail Tax Bill to Grantee:
301 SHAWNA
YERINGTON, NEVADA 89447

**GRANT, BARGAIN and SALE DEED**

"EXHIBIT C"

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged

SANTA LUCIA PARTNERS, L.P., a limited Nevada partnership

does hereby GRANT, BARGAIN and SELL TO

ELDON L. RIDDLE and JUDY A. RIDDLE, husband and wife as Joint Tenants with the Right of Survivorship

the real property situate in the County of Lyon, State of Nevada, described as follows:

All that certain real property being a portion of the SW 1/4 of NE 1/4 of Section 23, T 12 N, R 25 E, M.D.B.&M., Lyon County, Nevada, described as follows:

Parcel A, as shown on the Parcel Map for The 3 Bar R Ranch, recorded in the Official Records of Lyon County, Nevada, on December 14, 1983 as Document No. 82384.
RESERVING THEREFROM ALL WATER AND WATER RIGHTS
TOGETHER WITH all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversion, remainders, rents, issues or profits thereof.

DATED 7/2/97

SANTA LUCIA PARTNERS, L.P. BY:
OLYMPUS ASSET MANAGEMENT, INC.,
GENERAL PARTNER

WILLIAM M. WEAVER, JR., Secretary

STATE OF NEVADA )
) ss.
COUNTY OF LYON )

On July 2, 1997 personally appeared before me, a Notary Public (or Judge or other authorized person, as the case may be), WILLIAM M. WEAVER, JR. who acknowledged to me that he executed the within instrument.

Notary Public

SAM T. ROSS
Notary Public - State of Nevada
Appointment Recorded in Lyon County
MY APPOINTMENT EXPIRES DEC. 28, 1997

RECORDERS USE

207477

Title Service & Escrow Co
97 JUL -9 PM 3:55

RONALD T. BANTA, CHARTERED
Attorney at Law
30 Broadway—P.O. Box 866
Yerington, Nevada 89447
Telephone (702) 463-3371

291088

OFFICIAL RECORDS
LYON COUNTY, NEV.
RECORD REQUESTED BY
W. R. I. D.
03 FEB 20 AM 10: 38

# WEAVER PROPERTIES L.L.C.

## Business Entity Information

| | | | |
|---|---|---|---|
| Status: | Default on 3/1/2008 | File Date: | 2/5/1997 |
| Type: | Domestic Limited-Liability Company | Corp Number: | LLC376-1997 |
| Qualifying State: | NV | List of Officers Due: | 2/28/2008 |
| Managed By: | Managers | Expiration Date: | 12/31/2044 |

## Resident Agent Information

| | | | |
|---|---|---|---|
| Name: | MARK ARRIGHI | Address 1: | 5 SOUTH MAIN STREET |
| Address 2: | | City: | YERINGTON |
| State: | NV | Zip Code: | 89447 |
| Phone: | | Fax: | |
| Email: | | Mailing Address 1: | |
| Mailing Address 2: | | Mailing City: | |
| Mailing State: | | Mailing Zip Code: | |

## Financial Information

No Par Share Count: 0

No stock records found for this company

Capital Amount: $ 0

## Officers

Include Inactive Officers

Manager - MARK ARRIGHI

| | | | |
|---|---|---|---|
| Address 1: | 5 S.MAIN ST. | Address 2: | |
| City: | YERINGTON | State: | NV |
| Zip Code: | 89447 | Country: | |
| Status: | Active | Email: | |

Manager - LAURET CHAIX

| | | | |
|---|---|---|---|
| Address 1: | 105 5TH AVE | Address 2: | |
| City: | NEW YORK CITY | State: | NY |
| Zip Code: | 10003 | Country: | |
| Status: | Active | Email: | |

Managing Member - ROSEMARY WEAVER

| | | | |
|---|---|---|---|
| Address 1: | 987 SPORT HILL ROAD | Address 2: | |
| City: | EASTON | State: | CT |
| Zip Code: | 06012 | Country: | |
| Status: | Active | Email: | |

## Actions\Amendments

Action Type: [illegible]

Document Number: [illegible]

File Date: [illegible]

# of Pages: 1

No notes for this action

Effective Date:

Action Type: [illegible]

Document Number: LLC376-1997-003
File Date: 10/21/1997 # of Pages: 1
CERTIFICATE OF AMENDMENT FILED AMENDING SECTION 6A. (3)PGS. MMR
Effective Date:

Action Type: Annual List
Document Number: LLC376-1997-008
File Date: 01/13/1998 # of Pages: 1
(No notes for this action) Effective Date:

Action Type: Annual List
Document Number: LLC376-1997-007
File Date: 03/02/1999 # of Pages: 1
(No notes for this action) Effective Date:

Action Type: Annual List
Document Number: LLC376-1997-009
File Date: 01/08/2000 # of Pages: 1
(No notes for this action) Effective Date:

Action Type: Annual List
Document Number: LLC376-1997-006
File Date: 01/17/2001 # of Pages: 1
(No notes for this action) Effective Date:

Action Type: Annual List
Document Number: LLC376-1997-005
File Date: 01/12/2002 # of Pages: 1
(No notes for this action) Effective Date:

Action Type: Annual List
Document Number: LLC376-1997-004
File Date: 01/08/2003 # of Pages: 1
(No notes for this action) Effective Date:

Action Type: Annual List
Document Number: LLC376-1997-002
File Date: 01/14/2004 # of Pages: 1
List of Officers for 2004 to 2005 Effective Date:

Action Type: Annual List
Document Number: 20050056576-46
File Date: 02/22/2005 # of Pages: 1
(No notes for this action) Effective Date:

Action Type: Annual List
Document Number: 20050011714-07
File Date: 12/12/2005 # of Pages: 1
06-07 Effective Date:

Action Type: Annual List
Document Number: [illegible]
File Date: 12/12/2006 # of Pages: 1
(No notes for this action) Effective Date:

TREVA J. HEARNE, ESQ. (SBN 4450)
JAMES SPOO, ESQ. (SBN 1018)
**ZEH, SAINT-AUBIN, SPOO & HEARNE**
575 Forest Street, Suite 200
Reno, Nevada 89509
Telephone: (702) 323-5700

Attorneys for Intervenor,
MINERAL COUNTY NEVADA

Zeh, Saint-Aubin, Spoo & Hearne
575 Forest Street, Suite 200
Reno, Nevada 89509
Tel.: (775) 323-5700 FAX: (775) 786-8183

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

* * *

| | |
|---|---|
| UNITED STATES OF AMERICA,<br><br>Plaintiff,<br><br>WALKER RIVER PAIUTE TRIBE,<br><br>Plaintiff-Intervenor,<br><br>vs.<br><br>WALKER RIVER IRRIGATION DISTRICT, a corporation, et al.;<br><br>Defendants. | **In Equity No. C-125-ECR**<br>**Subfile No. C-125-C**<br><br>**RETURN OF SERVICE** |
| MINERAL COUNTY,<br><br>Proposed-Plaintiff-Intervenor,<br><br>vs.<br><br>WALKER RIVER IRRIGATION DISTRICT, a corporation, et al. | |

I Deputy Frank Hunewill, hereby certify that service of process of Mineral
(Print name of server)

County's "Intervention Documents" was made pursuant to the Orders of the Court and Notice in Lieu of Summons

upon: Juan Verdugo (Print name of person served)

of: Santa Lucia Partners (Title and company where applicable)

on: 7-17-02 (Date of service)

at: 0830 (Time of service)

at the following place:

2881 Hwy 208 Wellington (Address or location)

in the following manner:

[✓] served personally

[____] left copies

[____] unable to execute service (why) _____

_____.

[____] other (specify) _____

_____.

Remarks: _____

_____.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information in this Return of Service is true and correct.

7-17-02
Date

Frank Hromercik
Signature of Server

LYON COUNTY SHERIFF'S DEPT.
~~30 Nevin Way~~
Yerington, NV 89447

(Address of Server)



Exhibit E-73