CONTACT FILER REGARDING IMAGE CLARITY

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

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In the Matter of: Application of Great Basin Water Co. to modify its Certificate pf Public Convenience and Necessity No. 2692 to reflect a change of the utility's legal name to Nevada Water Service, LLC, and for other relief properly related thereto.	Docket No. 26-_____

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TRANSMITTAL LETTER

FENNEMORE.

Wade Beavers
Director
wbeavers@fennemorelaw.com

7800 Rancharrah Parkway,
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November 4, 2026

Trisha Osborne
Assistant Commission Secretary
Public Utilities Commission of Nevada
1150 E. William Street
Carson City, NV 89701

Re: **Docket No. 26-_____: Application of Great Basin Water Co. to modify its Certificate of Public Convenience and Necessity No. 2692 to reflect a change of the utility's legal name to Nevada Water Service, LLC, and for other relief properly related thereto.**

Dear Ms. Osborne:

Accompanying this letter for filing with the Public Utilities Commission of Nevada (the "Commission") is Great Basin Water Co.'s ("GBWC") Application to modify its Certificate of Public Convenience and Necessity No. 2692 to reflect a change of the utility's legal name to Nevada Water Service, LLC, and for other relief properly related thereto.

An ACH payment in the amount of $200.00 has been concurrently submitted for the Application filing fee. Should you have any questions, please advise.

Sincerely,



Wade Beavers

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Great Basin Water Co.

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CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Fennemore Craig, P.C. and on November 4, 2026, I caused to be served, a true and correct copy of **Application**, via Electronic Mail, or as indicated below, to the following parties:

Electronic Mail Only:

Regulatory Operations Staff
Public Utilities Commission of Nevada
1150 E. William Street
Carson City, Nevada 89701
Pucn.sc@puc.nv.gov

Office of the Attorney General
Bureau of Consumer Protection
100 N. Carson Street
Carson City, Nevada 89701
bcpserv@ag.nv.gov

Dated this 4th day of November 2026.

/s/ Debbie Sorensen

Debbie Sorensen

APPLICATION

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

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In the Matter of: Application of Great Basin Water Co. to Modify its Certificate of Public Convenience and Necessity No. 2692 to reflect a change of the utility's legal name to Nevada Water Service, LLC, and for other relief properly related thereto.	Docket No. 26-_____

APPLICATION

Great Basin Water Co. ("**GBWC**" or the "**Company**"), by and through its counsel, Fennemore Craig, P.C., respectfully submits to the Public Utilities Commission of Nevada (the "**Commission**") this Application to modify the Company's Certificate of Public Convenience and Necessity ("**CPCN**"),[1] effective January 1, 2027, to reflect a change in the legal name of the Company from "Great Basin Water Co." to "Nevada Water Service, LLC."

This Application encompasses matters within the Commission's jurisdiction pursuant to Chapters 703 and 704 of the Nevada Revised Statutes ("**NRS**") and the Nevada Administrative Code ("**NAC**"), including but not limited to NRS 703.150, 704.330 and NAC 703.535. In support of this Application, the Company provides the following information.

I. IDENTITY OF APPLICANT AND AUTHORIZED REPRESENTATIVE

The Company's current, complete legal name is Great Basin Water Co. As of the date of this filing, the Company is a Nevada corporation, and it is a wholly-owned subsidiary of Nexus Regulated Utilities, LLC ("**Nexus**"). The Company provides retail water and wastewater service

[1] The Company's current CPCN is designated as No. 2692 Sub. 10, which was issued on May 16, 2023, pursuant to the Commission's Order dated November 2, 2022, in Docket No. 22-09010. The Company currently has pending applications to approve amendments to its CPCN reflecting expansion of its service territory in Docket No. 22-11023; Docket No. 23-05011; Docket No. 23-08027; and Docket No. 26-10024. GBWC respectfully requests that any amended CPCN that should issue as a result of this docket be numbered next in order from the most recent amendment approved by the Commission.

to the public in portions of Washoe, Elko and Nye Counties. The Company is a "public utility" as that term is defined and used pursuant to NRS Chapter 704.

On April 10, 2026, the Company, Nexus, and California Water Service Group ("**Cal Water**") filed a joint application for approval of a transaction in which Cal Water will acquire 100% of the equity interest of the Company (herein, the "**Acquisition**").[2] The Commission approved the Acquisition in a final order dated August 11, 2026.

Cal Water and Nexus anticipate financial close of the Acquisition on December 1, 2026, with Nexus continuing to provide billing and other services and systems through January 1, 2027, when it is anticipated that the transition to Cal Water's systems will be completed. As was set forth in the Change of Control Application, the Company will be converted from a Nevada corporation to a Nevada limited liability company prior to closing.[3]

The Company's principal office address is and will continue to be 1240 E. State Street, Suite 115, Pahrump, Nevada 89048. The Company respectfully requests that all communications or correspondence regarding this Application be directed to the following individuals:

James Eason, President
Great Basin Water Co.
1005 Terminal Way, Ste. 294
Reno, Nevada 89502
Telephone: (775) 335-9041
E-Mail: James.Eason@nexuswg.com

Wade Beavers, Esq.
7800 Rancharrah Parkway
Reno, Nevada 89511
Telephone: (775) 788-2200
E-mail: wbeavers@fennemorelaw.com

Aleksey Dolinko
Director of Financial Planning and Analysis
Great Basin Water Co.
1005 Terminal Way, Ste. 294
Reno, Nevada 89502
Telephone: (847) 498-6440
Aleksey.Dolinko@nexuswg.com

[2] *See* Commission Docket No. 26-04013, *Joint Application of Great Basin Water Co., Nexus Regulated Utilities, LLC, and California Water Service Group for approval of a change of control of Great Basin Water Co.* filed April 10, 2026 (herein, the "**Change of Control Application**").

[3] *See, e.g., id.*, Change of Control Application at Appendix A – Summary of Proposed Transaction with Post-Closing Organizational Chart.

II. DISCUSSION

The Company intends to change its legal name to Nevada Water Service, LLC, effective January 1, 2027, which is the date of the anticipated final transition of operations and systems, and to begin doing business under the new name on that date. The Company is submitting this Application seeking approval to amend its CPCN (effective January 1, 2027) to ensure the CPCN reflects its true legal name, and is also seeking other relief related to the administration of the Company's tariffs.

NRS Chapters 703 and 704, and the regulations issued by the Commission pursuant thereto, do not specifically address a name change of a certificated water or wastewater utility. This Application is brought pursuant to NRS 703.150, which provides the Commission with a general grant of authority to supervise and regulate the operation and maintenance of certificated public utilities, and the provisions of NRS 704.330, which governs the issuance of a CPCN.

While the Commission has not adopted a particular procedure for a water utility to effectuate a name change, the Commission has enacted a regulation (NAC 704.7494) requiring a telecommunications provider to obtain Commission approval to change the name under which it does business, and has supplied a form (entitled "*Application for Name Change*"), which the Company is treating as instructive here.[4] The Commission's form application for approval of name changes by telecommunications providers requires that the utility seeking approval provide (1) a brief explanation of the reason for the name change, (2) Amended Articles of Incorporation and an amended Corporate Qualification with the Nevada Secretary of State, if applicable, (3) a certificate from the appropriate County Clerk for approval to use any fictitious name, if applicable, and (4) tariffs reflecting the new name, if applicable.[5]

[4] *See* Commission Form – "Application for Name Change" – available at https://www.puc.nv.gov/siteassets/about/docs/forms/ApplicationforNameChangeCPC.pdf (last visited November 2, 2026).

[5] *See id.*

1. Brief Explanation of the Name Change

Cal Water desires to implement a rebrand of the Company to Nevada Water Service, LLC, to be consistent with the branding of Cal Water's other subsidiary utilities in the states where they operate (e.g., Hawaii Water Service, Washington Water Service, etc.). In the course of working with Nexus on the process of migrating internal systems and conducting customer outreach in advance of the planned Acquisition close, Cal Water has concluded that the most efficient and customer-friendly time to implement the name change is at the time of the January 1 transition, so as to avoid the need for repeated changes to internal systems (such as billing), and to allow for the new name to be introduced in the same lines of communication that will be delivered to the Company's customers introducing the new ownership.[6]

In addition, the already-planned conversion of the Company from a Nevada corporation to a Nevada limited liability company, which is slated to occur on or before December 1, 2026, will result in a change of the Company's formal legal name.

The name change will be communicated to customers in advance and will not affect the management of the Company or its rates. In the Stipulation with Regulatory Operations Staff for approval of the Change of Control Application, the Company agreed that it will not seek to recover rebranding costs from its customers.[7] The Company will continue to abide by that stipulation.

2. Amended Articles of Organization / Fictitious Name Certificates

The Company will file in this docket the Articles of Organization reflecting the Company's conversion to a limited liability company once the same are filed with the Nevada Secretary of State.

Contingent on the Commission's approval of this Application and an order approving the issuance of an amended CPCN, the Company will amend its Articles of Organization on January 1, 2027, coinciding with the date on which it will begin operating as Nevada Water Service, LLC.

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[6] *See, e.g.,* Change of Control Application at pages 11-12, ¶ 38 (describing planned pre-closing customer outreach measures related to the Acquisition).

[7] *See* Docket No. 26-04013, *Stipulation* filed July 25, 2026, at pages 2-3, (Agreement 2(c)(ii)).

The Company will immediately file with the Commission its Amended Articles of Organization reflecting the name change once submitted to the Nevada Secretary of State.

If the Commission has not approved this Application by January 1, 2027, the Company proposes to retain its legal name of Great Basin Water Co., LLC pending approval, but to register fictitious name filings in Washoe, Elko, and Nye Counties to allow the Company to do business under the name Nevada Water Service, LLC, to reflect its new customer-facing branding pending the outcome of this docket. The Company proposes that this approach will mitigate any customer confusion while also ensuring that the Company's legal name reflects the name on its CPCN until an amendment is approved.

3. Amended Tariffs

In furtherance of its request for an amended CPCN, the Company is submitting with this filing complete revised copies of its tariffs reflecting the proposed name change. Attached hereto as **Exhibit 1** is a complete proposed revised version of the Company's Tariff No. 1-W (Water). Attached hereto as **Exhibit 2** is a complete proposed revised version of the Company's Tariff No. 1-S (Sewer).[8]

The proposed revised tariff sheets for both Water and Sewer include the maps and legal descriptions of the Company's service territory, updated to reflect the Company's proposed name change.[9]

[8] The Company interprets that because this filing is being submitted as an Application for an amendment of its CPCN, and not a notice or letter of advice of changes to a tariff sheet under NAC 703.390, the requirement that any notice or letter of advice regarding tariff sheets "list the sheet numbers and titles of all tariff sheets being filed and the numbers of all sheets being cancelled" does not apply. *See* NAC 703.390(2). To the extent this requirement could be read to apply to this filing, the Company respectfully requests a deviation from NAC 703.390(2)'s requirement for a complete list of updated and canceled tariff sheets, because the proposed changes are non-substantive revisions affecting every page of the Company's water and sewer tariffs, and a list of each page would not be practical to prepare or useful to persons considering the relief being requested.

[9] *See* Ex. 1, Proposed revised Tariff No. 1-W (Water) at Rule No. 17 (Service Area – Nevada Water Service, LLC); Rule No. 17 (Service Area – Cold Springs); Rule No. 17 (Service Area – Pahrump); Rule No. 17 (Service Area – Spanish Springs); Rule No. 17 (Service Area – Spring Creek); *see also* Ex. 2, Proposed revised Tariff No. 1-S (Sewer) at Rule No. 17 (Service Area).

The Company respectfully requests that Regulatory Operations Staff review and approve the revised tariff sheets reflecting the Company's name change, and stamp them to be effective January 1, 2027, to coincide with the requested issuance date for the amended CPCN.

III. REQUEST FOR RELIEF

The Company respectfully requests that the Commission issue an order:

1. Amending the Company's CPCN No. 2692 for water and wastewater services effective January 1, 2027 (or as soon thereafter as the Commission may approve), to reflect a change of the legal name of the Company from Great Basin Water Co. to Nevada Water Service, LLC.
2. Accepting the amended tariff sheets supplied herewith, with an effective date of January 1, 2027, if the amended CPCN is issued as of that date, or else with an effective date identical to the date of the amended CPCN.
3. Granting the Company authority to do business as Nevada Water Service, LLC pursuant to fictitious name filings in Washoe, Elko, and Nye counties for any period of time after January 1, 2027, through the date of issuance of an amended CPCN as requested herein.
4. Granting any further relief or authority that the Commission deems just and reasonable.

Dated and respectfully submitted this 4th day of November, 2026.

FENNEMORE CRAIG, P.C.

By: /s/ Wade Beavers

Wade Beavers
Nevada Bar No. 13451
7800 Rancharrah Parkway
Reno, Nevada 89511

Attorney for Great Basin Water Co.

DRAFT NOTICE

PUBLIC UTILITIES COMMISSION OF NEVADA
DRAFT NOTICE
(Applications, Tariff Filings, Complaints, and Petitions)

Pursuant to Nevada Administrative Code ("NAC") 703.162, the Commission requires that a draft notice be included with all applications, tariff filings, complaints and petitions. Please complete and include **ONE COPY** of this form with your filing. (Completion of this form may require the use of more than one page.)

A title that generally describes the relief requested or the proceeding scheduled. NAC 703.160(5)(a).

Application of Great Basin Water Co. to Modify its Certificate of Public Convenience and Necessity No. 2692 to reflect a change of the utility's legal name to Nevada Water Service, LLC, and for other relief properly related thereto.

The name of the applicant, complainant, petitioner or the name of the agent for same. NAC 703.160(5)(b).

Great Basin Water Co. ("Company")

A brief description of the purpose of the filing or proceeding, including, without limitation, a clear and concise introductory statement that summarizes the relief requested or the type of proceeding scheduled AND the effect of the relief or proceeding upon customers. NAC 703.160(5)(c).

The Company has filed an application to modify its Certificate of Public Convenience and Necessity ("CPCN") No. 2692 to reflect a change of its legal name to "Nevada Water Service, LLC." The Company plans to effectuate the name change on January 1, 2027. The Company is also requesting authority to amend all pages of its water tariff and its sewer tariff to reflect the new name. The proposed name change will not affect the management of the Company or the rates charged to customers.

A statement indicating whether a consumer session is required by Nevada Revised Statute 704.069(1).[1] NAC 703.162(2).

A consumer session will not be required.

If the draft notice pertains to a tariff filing, please include the tariff number and the section number(s) or schedule number(s) being revised.

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[1] NRS 704.069 states in pertinent part:
1. . . . [T]he Commission shall conduct a consumer session to solicit comments from the public in any matter pending before the Commission pursuant to NRS 704.061 to 704.110 inclusive, in which:
(a) A public utility has filed a general rate application, an application to recover the increased cost of purchased fuel, purchased power, or natural gas purchased for resale, an annual deferred energy accounting adjustment application pursuant to NRS 704.187 or an annual rate adjustment application; and
(b) The changes proposed in the application will result in an increase in annual gross operating revenue, as certified by the applicant, in an amount that will exceed $50,000 or 10 percent of the applicant's annual gross operating revenue, whichever is less.

The proposed name change will necessitate non-substantive amendments to every page of the Company's Tariff No. 1-W (Water) and every page of the Company's Tariff No. 1-S (Sewer), to reflect the replacement of "Great Basin Water Co." with "Nevada Water Service, LLC" in every instance where the Company's name appears.

EXHIBIT 1

PROPOSED WATER TARIFF SHEETS

NEVADA WATER SERVICE, LLC

TARIFF NO. 1-W

TARIFF SCHEDULES

Applicable to

WATER SERVICE

Applying to the following:

Cold Springs - Reno, NV – Washoe County

Pahrump, NV – Nye County

Spanish Springs - Reno, NV – Washoe County

Spring Creek, NV – Elko County

Mailing Address

1240 E. State St., Ste. 115
Pahrump, NV 89048

These tariff rules and schedules have been regularly filed with the
PUBLIC UTILITIES COMMISSION OF NEVADA
and are the effective rates and rules of this Utility.

RULES AND REGULATIONS

The following rules and regulations applying to water service supplied by Nevada Water Service, LLC to its Customers have been approved by the Public Utilities Commission of Nevada. Under the law of the State of Nevada, the Company is not permitted to supply service to any Customer who does not comply with all of these regulations and no officer, inspector, solicitor, agent or employee of the Company has any authority to waive, alter, or amend in any respect, these rules and regulations or any part thereof.

Tariff No. 1-W (Water)

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Tariff No. 1-W (Water)

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257	Schedule WSTOR-2	Water Storage Capacity Charge - Spring Creek
258	Schedule WSUPP-2	Water Supply Charge - Spring Creek

PRELIMINARY STATEMENT
EXPLANATION OF SYMBOLS

(N) – To signify new material including listing, rate, rule or regulation.

(C) – To signify changes listing, rule or regulation which may affect rates or charges.

(T) - To signify change in wording or a typo of text but no change in rate, rule or regulation.

(D) – To signify discontinued material, including listing, rate, rule or regulation.

(I) – To signify increase to a rate.

(R) – To signify reduction to a rate.

(L) – To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or regulation.

RULE NO. 1
DEFINITIONS

When used in these Rules and Regulations and Tariff Schedules, the following terms shall have the meanings defined below:

APARTMENTS:	Residences constructed for multi-residential use in the same building or buildings under single ownership. Water use for residential units is separated from the water use required for other activities in the apartment complex such as landscaping, common facilities, and other uses associated with the apartment complex. Each building shall be separately metered.
APPLICANT:	The Person, firm, association, corporation, or governmental agency applying for water service.
APPLICATION:	The process of applying for service which is required by all Customers to receive service.
AVERAGE MONTH:	Thirty (30) days.
BANKING AGREEMENT:	An agreement designating the terms under which a developer may dedicate water rights to the utility for future development.
BASE RATE:	That portion of the charge for the service representing all or part of the fixed costs, which remain constant regardless of the quantity of water consumed and can be expressed separately for billing purposes. The "Base Rate" is the minimum charge for services.
BILLING PERIOD:	An average month except for special services.
BUSINESS HOURS:	Monday through Friday, excluding federal and state holidays, from 7:30 am to 4:00 pm.

RULE NO. 1
DEFINITIONS (Continued)

COMMERCIAL LANDSCAPING:	Use for irrigation and watering of plants, lawns and related improvements for uses other than normal outside use on single-family, residential, mobile home estates or duplex units. These uses include common areas, outside uses at multi-family complexes and mobile home parks. Landscaping at commercial, irrigation and industrial projects will be included in the total project demand.
COMMISSION:	Public Utilities Commission of Nevada.
COMMODITY CHARGE:	The fee assessed by the Utility based on the Customer's total water consumption for a Billing Period; does not include System Improvement Rate and Deferred Water Service Adjustment
COMPANY:	NEVADA WATER SERVICE, LLC (NWS) acting through its duly authorized officers or employees within the scope of their respective duties. See Utility. T
CONDOMINIUMS, TOWNHOUSES AND APARTMENTS:	Residences constructed for multiple-residential use in the same building or buildings. Units may be individually or collectively owned. Water use for the residential units is separated from the water use required for other activities in the condominium/townhouse complex such as landscaping, common facilities, and other uses associated with the condominium/townhouse complex. Each unit will be separately metered.
CONNECTION CHARGE:	A "Connection Charge" is for all services provided by Utility in establishing a new service connection.
CONSTRUCTION WATER:	That water taken from the Utility Water System at any point, which is used in quantity for any type of construction requiring wetting, mixing water, dust control, flooding or other operation. Such water may be used at the point of diversion by any mechanical or other means to another construction location for use.

RULE NO. 1
DEFINITIONS (Continued)

CONSUMER:	The actual user of water service.
CORRECTIONAL FACILITY, LARGE-SCALE:	Any local detention facility, county jail, state prison, reformatory or other correctional center, including without limitation any facility for the detention of juvenile offenders, operated by or under the supervision of the federal government, the State or a subdivision of the State for the custody, care or training of persons convicted of a crime or accused of a crime with a capacity of 1,000 persons or more.
CUBIC FOOT:	This is the volume of water which occupies one cubic foot. The cubic foot is equal to 7.481 gallons.
CUSTOMER:	The Person in whose name service is rendered as evidenced by the signature on the application or contract for that service, or in the absence of a signed instrument, by the receipt and payment of bills regularly issued in his name regardless of the identity of the actual user of the service.
DATE OF PRESENTATION:	The date upon which a bill or notice is mailed or postmarked or delivered to the Customer by the Utility.
DAY:	A calendar day.
DEFERRED WATER SERVICE ADJUSTMENT:	The volumetric surcharge or surcredit used to recover or refund costs of providing service pursuant to NRS 704.663(2). The rate is subject to review and change on a yearly basis in accordance with the calculation approved by the Commission.
DIVISIONS OF NEVADA WATER SERVICE, LLC:	Cold Springs (formerly Utilities, Inc. of Nevada) Pahrump (formerly Utilities, Inc. of Central Nevada) Spanish Springs (formerly Sky Ranch Water Service) Spring Creek (formerly Spring Creek Utility, Co.)

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RULE NO. 1
DEFINITIONS (Continued)

DUPLEX:	A building constructed for residential occupancy for two separate families, with no commercial activity on the premises, on the same lot. Each unit must be separately metered and shall pay the rates for Residential Customers. Connection, capacity and supply fees must be paid for each unit. Water use includes landscaping for each unit.
EDERLY:	Any residential water consumer, age sixty-two (62) years or older, as defined by NAC 704.3065, who resides at the service address.
EXPANDED SERVICE:	Service representing an increase in volume or capacity of service provided at locations previously served by Utility. Customers or Applicants changing type of service, expanding the physical premises and/or changing fixtures shall apply for expanded service with the Utility.
ESPECIALLY DANGEROUS TO HEALTH:	As defined by NAC 704.3916, likely to cause serious impairment to the health of a person who appears to be unable to manage his own resources, carry out activities of daily living or protect himself from neglect or hazardous situations without assistance from others. That inability may be indicated, among other ways, by feebleness, advanced aged, physical disability or handicap, mental incapacity, infirmity or serious illness.
ESTABLISHMENT OF SERVICE FEE:	An "Establishment of Service Fee" is for all services provided by Utility in establishing a new customer to an existing account.
FIXTURE:	Receptacles, devices, instrumentalities and apparatus intended to receive water, liquids, sewage or waste and discharge same in a drain pipe or special waste pipe which is connected for conveyance to and disposal in the Utility wastewater system (as applicable).

RULE NO. 1
DEFINITIONS (Continued)

FIXTURE UNIT:	An arbitrary unit assigned to different types of plumbing fixtures and used to estimate flow rate requirements and/or estimated consumption.
GALLON:	A unit used in liquid measure which occupies two hundred thirty-one (231) cubic inches.
GUARANTOR:	As defined by NAC 704.309, means a person who assumes liability for the payment of the bill of a Customer in an amount not to exceed the appropriate amount of the deposit for the account of the Customer.
HANDICAPPED PERSON:	Any person who has physical or mental disability as described in NRS 615.110 or a substantial handicap to employment as defined in NRS 615 .130.
HOUSE PIPING:	All piping and fittings installed within the house or building up to and including the last fitting inside or outside the wall.
INQUIRER:	Any person who submits to the Utility an inquiry regarding the availability of water service.
INTENT TO SERVE:	A letter from Utility which states that Utility will serve subject to the Utility's Tariff Rule No. 21, Water Rights, and indicating that water service will be provided to the Applicant upon satisfaction of the conditions and payment of all fees consistent with this Tariff. This letter may be referred to as a "Will Serve Commitment."
LANDSCAPING	Use for irrigation and watering of plants, lawns and related improvements for uses other than normal outside use on single-family, residential, mobile homes estate, or duplex lots. These uses include common areas, outside uses at multi-family complexes and mobile home parks. Landscaping at commercial and industrial projects will be included in the total project demand.
LAW:	A rule or rules established and enforced by Federal, State, County, or Municipal authorities.

RULE NO. 1
DEFINITIONS (Continued)

LINE EXTENSION FACILITIES:
"Line Extension Facilities" are facilities constructed by Utility or a Developer pursuant to Rule No. 9.

LINE EXTENSION OR MODIFICATION:
The construction and installation of new, or modification of existing, production, storage, transmission, or distribution facilities to provide Expanded or New Service to an Applicant.

LINE EXTENSION OR MODIFICATION, COMMERCIAL, INDUSTRIAL AND LARGE-RESIDENTIAL:
A "Commercial, Industrial and Large-Residential Service Extension or Modifications" is an extension of, or modification to, the Utility's water system made for the purpose of providing service to any commercial, industrial, or residential facility other than a single quadplex, triplex, duplex or single-family residence.

LINE EXTENSION OR MODIFICATION, SMALL-RESIDENTIAL:
A "Small-Residential Service Extension or Modification" is any extension of, or modification to, the Utility's water system made for the purpose of providing service to a single quadplex, triplex, duplex or single-family residence.

METER SERVICE: Service for which charges are computed based on measured quantities of water. All water service shall be metered.

METER INSTALLATION: The installation of a meter in a meter box and all equipment and material contained in a meter box necessary for the Customer to connect to the water system. Only Utility or Utility's designee may install a meter. All new meters will be Automated Meter Reading (AMR).

Tariff No. 1-W (Water)

RULE NO. 1
DEFINITIONS (Continued)

MOBILE HOME ESTATE LOT (PAHRUMP):

An independent parcel zoned for occupancy by a mobile home. Residential use only, with no commercial activity which impacts water use being conducted from the residence. Includes landscaping for a single-family use.

MOBILE HOME PARK LOT (PAHRUMP):

An individual mobile home lot or space within a properly zoned mobile home park. Water for the residential use is separated from the water use required for other improvements in the mobile home park such as landscaping, common facilities, and other uses associated with the overall facility.

MODULAR HOUSING – ADULT COMMUNITY (PAHRUMP):

A Modular Housing – Adult Community is planned unit development (a) consisting of individually owned lots on which manufactured homes (as that term is defined by NRS 118B.015) or modular houses are located (b) that is an age restricted development operated for occupancy in compliance with the housing for older persons exemption under the federal Fair Housing Act. No residential lot within the Modular Housing – Adult Community shall exceed four thousand (4,000) square feet and the average size of all residential lots shall not exceed three thousand (3,000) square feet. Water use for Other Outside Uses shall be separated from water use for residential lots.

MODULAR HOUSING – ADULT COMMUNITY LOT (PAHRUMP):

An individual residential lot within a Modular Housing – Adult Community. Water use for such shall be (a) limited to minimal landscaping, such as natural desert flora watered by drip-irrigation system, and (b) separated from the Other Outside Uses within the Modular Housing – Adult Community.

Tariff No. 1-W (Water)

RULE NO. 1
DEFINITIONS (Continued)

MULTI-FAMILY HOUSING: Multi-Family building(s) under a single ownership. Water use for the residential units shall be metered separately from the water use required for other activities in the complex such as landscaping, common facilities and other uses associated with the overall complex.

NEW SERVICE: Service provided at a location not previously served.

OTHER OUTSIDE USES: Uses associated with any residential development other than Single-Family Residence, mobile home estate or duplex units which are not in the residence itself. This would include common area improvements, swimming pools and other facilities as a part of Multi-Family Residence or mobile home park complexes. Commercial and industrial outside uses will be included in the total project demand. Other Outside Uses shall be separately metered and are subject to separate Service, Base Rate, Commodity, Connection, Supply and Capacity charges.

PERMANENT SERVICE: Service which, in the opinion of the Utility, is of a permanent and established character. The use of water service may be continuous, intermittent or seasonal in nature.

PERSON: Any individual, partnership, corporation, governmental agency, or other organization operating as a single business entity.

POUNDS PER SQUARE INCH GAUGE (PSIG): Unit of measure to indicate the pressure on a surface. PSIG refers to a pressure gauge which has been calibrated to read zero at sea level.

RULE NO. 1
DEFINITIONS (Continued)

PREMISES: All of the real property employed in a single, integrated activity operating under one name in one or more buildings or locations, provided that such buildings and/or locations are situated on a single unit of property.

PRIVATE WATER FACILITY: Any private well, tank, fire protection device, cross connection protection device, pressure reducer device, fire hydrant or other water equipment not operated by Utility.

PUBLIC UTILITIES COMMISSION: The Public Utilities Commission of Nevada.

QUALIFIED CONTRACTOR: A "Qualified Contractor" is one who meets the Utility's requirements. Utility shall maintain a list of all Qualified Contractors and make such list available to all Customers, Applicants and prospective applicants.

RE-APPORTIONMENT PAYMENT: A "Re-apportionment Payment" is a payment made by the Utility to a Customer who made a Line Extension Payment as provided for in Rule No. 9.

RECREATION WATER (SPRING CREEK): Including, but not limited to, the non-consumptive use, except for evaporation, of surface water for boating, fishing, swimming, as well as that water used at the Golf Course, including irrigation waters Marina, Parklands, and any other amenities owned by the Spring Creek Recreation Corporation for the benefit of the property owners of the Spring Creek Association.

RV PARK: A Recreational Vehicle Park must be properly approved as a Recreational Vehicle park. RV park lots will be considered a commercial use. A recreational vehicle on any other parcel for temporary or permanent residential use will be evaluated on the basis of the type of lot on which it is placed.

RULE NO. 1
DEFINITIONS (Continued)

SERVICE CLASSIFICATION:

1. Non-Residential Service to Customers engaged in selling, warehousing or distributing a commodity, in some business activity, or in a profession or in some form of economic or social activity (offices, stores, clubs, hotels, restaurants, etc.) or to Customers engaged in a process which creates or changes raw or unfinished materials into another form or product (factories, mills, machine shops, etc.; i.e. extracting, fabricating or processing activities.) and for purposes that do not come directly under another Service Classification.
    a. Multi-family buildings under single ownership, with dwelling units not individually metered are included under Non-Residential rates.
2. Irrigation Service to Customers for agricultural, flora-cultural or horticultural use.
3. Residential Service to a residential Customer which includes single family residences and single family modular homes, which are separately metered.
    a. For any commercial and residential use on the same premise where the commercial use as estimated is less than fifty percent (50%) of the total.
4. Multi-Family Service Multi-Family Service, defined as service to building(s) on a single parcel, under single or common ownership such as duplexes, condos, townhouses, and multi-family apartments, which are individually metered.
5. Water Irrigation Transmission Service is provided pursuant to the Commission's January 10, 2005, Order in Docket No. 04-4008, subject to the Stipulation entered into by the parties of record and Exhibit A thereto, the Amended Purchase/Option Agreement approved by the Commission in Docket No. 04-4008 for water irrigation transmission service to Mountain Falls.

SERVICE CONNECTION: The point of connection between the Utility's facilities and the Customer's facilities, including all of the pipe, fittings, valves, meter and box necessary to make the connection normally at meter connection.

SERVICE LINE: The water conduit, including all pipe, fittings and valves and appurtenant materials for the transmission of water from a point on the Utility's mains at which a tap is made, to the service connection.

RULE NO. 1
DEFINITIONS (Continued)

SINGLE FAMILY RESIDENCE:
Shall mean any number of individuals living together as a single housekeeping unit family residence; a building used exclusively by one family.

SYSTEM IMPROVEMENT RATE:
Volumetric charge associated with an approved capital investment project assessed pursuant to NRS 704.663(3). The rate is subject to review and change on a yearly basis in accordance with the calculation approved by the Commission.

SPECIAL CUSTOMER LINES:
Lines and facilities installed, owned and maintained by the Customer to connect to Utility's existing main.

STANDARDS: "Standards" are the design, construction and installation standards and specifications adopted and maintained by Utility for the design, construction and installation of water production, treatment, storage, transmission and distribution facilities.

TARIFF SCHEDULES: The entire body of effective rates, charges and rules collectively of the Utility, as set forth herein.

TARIFF SHEET: An individual sheet of the tariff schedules.

TAX-GROSS-UP A "Tax-Gross-Up Payment" is a payment within the meaning of NAC 704.6512 and 704.652 and calculated pursuant to NAC 704.6532.

TEMPORARY SERVICE: Service to premises, enterprises, or activities which are temporary in character, and where it is known in advance that the service will be of limited duration.

THIRD PARTY: 1. Any Person who is willing to accept notification of the pending discontinuance of service of a residential customer and be given the opportunity to arrange to pay the Customer's bill,

RULE NO. 1
DEFINITIONS (Continued)

THIRD PARTY (Continued):

2. Any Person paid by the Utility to the benefit of a singular Customer, Applicant or prospective applicant, including but not limited to, third party payment processing, third party water rights research, third party engineering, third party legal fees, third party contractor, third party inspection. All such Third Party fees will be the responsibility of the Customer, Applicant or prospective applicant to directly benefit from these third party services.

TURN ON / TURN OFF FEE:

This is the fee to turn water service on or off regardless whether voluntarily or involuntarily. This fee is included in the "Establishment of Service Fee", if applicable, when service is being established. Only Utility or Utility's designee may turn on / turn off water service.

VOLUMETRIC CHARGES:

Any charge applied to the Customer's bill which is based on the amount of water consumed during the billing period.

UTILITY: Corporate name, NEVADA WATER SERVICE, LLC T

WILL SERVE COMMITMENT: See "Intent to Serve."

YARD PIPING: All piping between the house piping and the service connection.

HOLD
FOR
FUTURE
USE

RULE NO. 2
DESCRIPTION OF SERVICE – COLD SPRINGS - SPANISH SPRINGS

A. QUANTITIES

1. Reliability

The Utility will supply water service at Customer's service connection line dependably and safely in adequate quantities to meet the reasonable needs and requirements of Customer.

2. Pressures

The distribution system, in conjunction with production, storage and pressure control facilities, must be capable of maintaining, during periods of maximum day demand, a minimum residual pressure of 40 pounds per square inch throughout the distribution system. Static pressure must not exceed 100 pounds per square inch at the lowest elevation in any pressure zone. During periods of fire flow, the residual pressure at any point in the distribution system must not fall below 20 pounds per square inch.

a. Utility Responsibility

Upon request, Utility will provide to the Customer Standards and Specification approved by Utility for either a point of use booster pump to provide increased pressure, or for a point of use pressure regulator to provide reduced pressure. Only point of use pressure devices on the approved Standards and Specifications are permitted to be attached to the Utility's system.

In addition, upon request, Utility will provide to Customer a list of plumbers licensed to install the pressure device.

The foregoing Standards and Specifications list of plumbers will be provided solely for the convenience of the Customer and are offered without any representation or guarantee that the products and personnel identified in such documents will meet the Customer's requirements. Customer's acceptance of such documents from the Utility shall constitute customer's acknowledgment that Utility shall in no event be responsible for: (i) the performance of any point of use pressure device selected and installed by Customer, or (ii) for the work of any plumber or other contractor hired by Customer.

RULE NO. 2
DESCRIPTION OF SERVICE

A. QUANTITIES (Continued)

b. Customer Responsibility

All point of pressure devices will be installed on the Customer's side of the meter, will be the property of the Customer, and will be maintained at the Customer's expense. All costs and liabilities for installing and operating a point of use pressure device are the responsibility of the Customer including any damage to Utility's distribution system.

Customer is not permitted to install any point of use pressure device which is not contained in Utility's Standards and Specification without prior written consent of the Utility which can be denied at the Utility's sole discretion.

B. QUALITY

Whenever furnished for human consumption or for domestic uses, the Utility will provide water that meets the standards of the Nevada Division of Environmental Protection, Bureau of Safe Drinking Water.

RULE NO. 3
APPLICATION FOR SERVICE

A. APPLICATION FOR SERVICE

1. Contents

Each Applicant for service will be required to make application verbally or in writing, in accordance with the forms prescribed by the Utility. The utility application will set forth:

a. Date and place of application.
b. Location of premises to be served.
c. Size and location of desired service.
d. Date Applicant will be ready for service.
e. Purposes for which service is to be used.
f. Address to which bills are to be mailed or delivered.
g. Evidence to establish Applicant is owner or tenant of, or agent for, the premises.
h. Rate Schedule or schedules applicable to the service requested by the Applicant.
i. Such information as the Utility may reasonably require.
j. The application or the depositing of any sum of money by the Applicant shall not require Utility to render service until the expiration of such time reasonably required by Utility to determine if Applicant has complied with the provision of these Rules and Regulations or the time reasonably required by Utility to install the required service facilities.
k. Provide proof of identity in the form of a government issued picture identification.
l. If Applicant is making application for a new development, the Applicant must provide a completed developer agreement worksheet in the form requested by Utility.

RULE NO. 3
APPLICATION FOR SERVICE (Continued)

A. APPLICATION FOR SERVICE (Continued)

2. Purpose

The application is merely a request for service and does not bind the Applicant to take service for a period of time longer than that upon which the flat rate charge, minimum charge, or readiness to serve charge of the applicable rate schedule is based; neither docs it bind the Utility to serve except under these Rules and Regulations set forth in this Tariff.

B. INDIVIDUAL LIABILITY FOR JOINT SERVICE

Two or more parties who join in one application or service shall be jointly and severally liable for payment of bills and shall be billed by means of single periodic bills.

C. CHANGE IN CUSTOMER'S EQUIPMENT OR OPERATIONS

A Customer making any material changes in the size, character or extent of the equipment or operations for which the Utility's service is utilized, shall immediately file with the Utility a new Application for additional service.

D. SPECIAL CASES

Utility will require a written contract with appropriate guarantees from Applicants whose unusual characteristics of load would require excessive investment in facilities or whose requirements for service arc of a special nature.

E. CONDITIONS FOR REFUSAL

Applications for service through existing or new service connections may be rejected if:

a. The applicant has additional account(s) with Utility and any are delinquent.

b. The purpose of the applicant, in the opinion of Utility, is to circumvent discontinuance of service in another name because of nonpayment of bills or other infractions of these rules.

RULE NO. 4
NOTICES

A. NOTICE TO CUSTOMERS

1. In Writing

   Notice to a Customer will normally be in writing and will be delivered or mailed to the Customer's last known address.

2. Exception

   In emergencies, or when circumstances warrant, the Utility, where feasible, will endeavor to promptly notify the Customer affected and may make such notification orally, either in person or by telephone.

B. NOTICE FROM CUSTOMERS

A Customer will give notice in writing to the Utility at its commercial office.

RULE NO. 5
RENDERING AND PAYMENT OF BILLS

A. RENDERING OF BILLS

Bills for service will be rendered to each Customer on a monthly basis, unless otherwise approved by the Commission.

1. Metered Service

   a. Bills for metered service will show at least the reading of the meter at the end of the period for which bill was rendered, the date of such reading, and the number of gallons of water used during such period.

   b. The usage registered by each individual meter shall be billed separately except in those instances where Utility's operating convenience or necessity requires the use of more than one meter to supply customer's premises.

   c. If, for reasons beyond its control, Utility is unable to read Customer's meter on the scheduled reading date, Utility may bill Customer for estimated consumption during the billing period, subject to adjustment at the time the meter is next read.

2. Proration of Bills

   a. The monthly charges applicable to opening periods, closing bills and bills rendered for periods corresponding to less than twenty-seven (27) days or more than thirty-three (33) days shall be computed as follows:

      i. Proration of Bills
      The amount of the charge will be prorated on the basis of the ratio of the number of days in the average billing period. Charges based on the measured quantity of usage for metered service shall be added to such prorated amounts.

      ii. Average Billing Period
      The number of days in an average monthly billing period is defined as thirty (30) days.

RULE NO. 5
RENDERING AND PAYMENT OF BILLS (Continued)

B. PAYMENT OF BILLS

Bills for service are due and payable as indicated by the due date on the bill and payment will be made to any representative of Utility authorized to make collections. Payment of closing bills shall be made at the time of presentation. Bills not paid within twenty (20) calendar days from the due date will be considered a late payment. A late fee pursuant to Rule No. 22 will be assessed five (5) days after the due date. Service may be terminated pursuant to Rule No. 6 of this Tariff.

C. ADJUSTMENT OF BILLS FOR ERRORS

1. When it is found that an error or omission exists in billing and the date of such error or omission can be reliably established, billing adjustments shall be made according to the following:

   a. Refunds for overpayment shall be computed back to but not beyond the established date on which the error or omission commenced.

   b. Payments for undercharge shall be computed back to but not beyond the established date, provided, however, that in no case where the error or omission is due to the fault of the Utility, shall a bill for undercharge be rendered for a period exceeding three (3) billing cycles.

2. Indeterminate Billing Period

   i. All Customers - When it is found that an error or omission exists in billing and the date on which the error or omission occurred cannot be readily established, the non-AMR Customer shall receive a refund for the overcharge or shall pay Utility for the undercharge therefrom for a period back to the 1st day of the month of April or the most

RULE NO. 5
RENDERING AND PAYMENT OF BILLS (Continued)

C. ADJUSTMENT OF BILLS FOR ERRORS (Continued)

2. Indeterminate Billing Period (Continued)

i. (continued) recent known good read. Adjustments shall be based on the applicable lowest tiered gallons amount first for each month being adjusted billed at the applicable lowest tiered rate and then the balance of the consumption being billed at the applicable second tiered rate. In the case of undercharge the Utility shall not bill for a period exceeding three (3) billing cycles.

ii. Customer Communications – Customer bills will be annotated for any adjustments for an indeterminate billing period.

3. Unauthorized Service

When it is found that an error or omission exists in billing and such error or omission is due to unmetered or unauthorized use of the utility service resulting from actions by other than an authorized Utility employee, billings for undercharge shall be computed back to the date on which the unauthorized use commenced. In addition, fees, charges and/or penalties may be assessed pursuant to Rule No. 15 H.

RULE NO. 5
RENDERING AND PAYMENT OF BILLS (Continued)

C. ADJUSTMENT OF BILLS FOR ERRORS (Continued)

4. Calculation of Billing Adjustments

Bills for this purpose shall be based upon (a) Customer's prior use; (b) Customer's subsequent use correctly metered; (c) Utility's experience with other Customers of the same class; and/or, (d) the general characteristics of Customers' operations.

D. THIRD PARTY PROCESSING FEES

The Customer will be responsible for all third party fees for processing the payment of bills. Processing fees are applicable to E-check, debit and credit card payments. Payment methods and applicable processing fees are available on the back of the monthly bill and on the website:
https://www.myutility/us/greatbasinwaterc/customer-service/payment-options

RULE NO. 6
DISCONTINUANCE AND RESTORATION OF SERVICE

A. TURN ON / TURN OFF GENERAL INFORMATION

1. Turn On / Turn Off Fee

Where service has been discontinued for any reason other than a problem with Utility owned facilities, Utility will charge the Turn On / Turn Off Fee(s) pursuant to Rule No. 22.

2. To Be Made at Other Than Regular Working Hours

Utility will endeavor to make reconnections during Business hours on the day of the request if conditions permit, otherwise reconnections will be made during Business Hours on the next regular working day following the day the request is made.

3. To Be Made at Other Than Regular Working Hours

When a Customer has requested that the reconnection be made at other than Business Hours, the Utility will reasonably endeavor to so make the reconnection if practicable under the circumstances but will be under no obligation to do so, unless an emergency exists.

4. To Be Made with Person of Legal Age of Premise

When services are restored for any reason, a person 18 years of age or older must be present in the premises. At the Utility's discretion a waiver may be signed by the customer in lieu of having an adult present.

B. CUSTOMER'S REQUEST FOR DISCONTINUANCE OF SERVICE

3. With Notice

A Customer requesting service to be discontinued shall give notice not less than five (5) days prior to thereof to the Utility. Charges for service will be required to be paid until the requested date of discontinuance or such later date as will provide not less than the required five (5) days advance notice.

RULE NO. 6
DISCONTINUANCE & RESTORATION OF SERVICES
(Continued)

B. CUSTOMER'S REQUEST FOR DISCONTINUANCE OF SERVICE(Continued)

2. Without Notice

When such notice is not given, the Customer will be required to pay for service until five (5) days after the Utility has knowledge that the Customer has vacated the premises or otherwise has discontinued water service.

3. Costs

The Utility will charge pursuant to Rule No. 22, Section A., inclusive, for this service.

C. DISCONTINUANCE OF SERVICE BY UTILITY

1. Without Prior Notice

The Utility may discontinue service without prior notice only:

a. If an unsafe or hazardous condition is found to exist on the Customer's premises;

b. If the use of water thereon by apparatus, appliances, equipment or otherwise is found to be detrimental or damaging to the Utility or to its Customers.

c. Upon the order of any court, or any other authorized public authority;

d. If the acts of the Customer or the conditions upon the Customer's premises are such as to indicate to the Utility an intention to defraud it, has diverted water service for unauthorized use, or obtained service without the specific authorization of the Utility;

e. If the Utility has tried diligently to meet the notice requirements of Paragraphs D.1 and D.2 below, but has not been able to give such a notice;

f. If an event (a force majeure) occurs which could not have been reasonably anticipated or controlled and which requires the discontinuance of the service;

RULE NO. 6
DISCONTINUANCE AND RESTORATION OF SERVICES (Continued)

C. DISCONTINUANCE OF SERVICE BY UTILITY (Continued)

g. If the location where service is provided has been abandoned at the determination of the Utility;

h. If the customer obtained service without the specific credit authorization of the Utility.

2. With Prior Notice

Except as provided in Section E below and after adequate notice has been given pursuant to Paragraphs D.1 and D.2 below, the Utility may discontinue service to a customer without his permission for the following reasons:

a. Non-payment of delinquent bills;
Turn On / Turn Off fees pursuant to Rule No. 22 shall apply;

b. Failure to make a security deposit, and installment payment on a delinquent bill or security deposit or to provide a guarantee, when required;

c. Negligent or wasteful use of water on Customer's premises;

d. Violation of the rules and regulations of Utility's tariff;

e. Failure to pay a delinquent bill for service which the Customer received at a previous location;

f. If a Customer receives service at more than one location, a Utility may discontinue service to it at any or all of the locations for its failure to pay a delinquent bill at any of the locations. However, domestic service will not be discontinued because of nonpayment of bills for other classes of service.

RULE NO. 6
DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

D. NOTICE

1. Where notice is required, the Utility shall provide to the Customer written notice of its intended action at least ten (10) calendar days before the date of discontinuance is to occur.

   a. If the Utility receives no corrective action response to its initial notice of proposed discontinuance, Utility shall provide a second notice at least forty-eight (48) hours before the date discontinuance is to occur.

2. The initial notice of proposed discontinuance shall be personally served or shall be mailed by first class mail to the last known address of the Customer. Service of notice shall be deemed complete as of the date of mailing or personal delivery. The second notice may be communicated to the Customer in person, or may be communicated by telephone to a person who is eighteen (18) years of age or older and is a resident at the address where service is being provided, or may be posted on the door of such residence.

3. The initial and any second notice of an intended termination of service must contain the following information in plain language, with the information listed in paragraphs (i) and (j) presented in a larger type size than the balance of the notice:

   a. An identification of the account affected by the intended termination;

   b. The date on which the intended termination will occur;

   c. The address of the location where service will be terminated;

   d. The reason for the intended termination, if the intended termination is for nonpayment, a statement designating the bill as one for actual or estimated use and specifying the total amount owed, the period over which that amount was incurred, and the minimum payment required to avoid termination;

   e. The procedures which are available to dispute or appeal from the intended termination, specifying the address and telephone number of the utility's or landlord's office which is responsible for handling complaints or inquiries;

RULE NO. 6
DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

D. NOTICE (Continued)
3. (Continued)

f. A statement that the Utility will promptly investigate any complaint or dispute and give the customer its written decision on the matter;

g. A statement advising the customer of the procedures available to dispute or appeal the discontinuance notice and specifying the office address and telephone number of the Utility or representatives responsible for handling complaints or inquiries;

h. A statement that the Utility will promptly investigate any complaint or dispute and render its decision to the Customer; in writing, if requested;

i. A list of the names, addresses, and phone numbers of the governmental agencies or other organizations that have notified Utility that they will render assistance to Customers unable to pay their bills;

j. A statement that the existence of a health emergency, as defined in Paragraph E.1 below, may delay discontinuance;

k. A statement that if the Customer wishes to dispute the facts or interpretation of the rule(s) relied upon by the Utility to discontinue service, the Customer must communicate with the Consumer Division of the Commission;

l. A statement explaining that service will not be discontinued prior to resolution of the dispute, if the Customer pays the questioned portion of the bill at the time the dispute arises and pays all subsequent bills;

m. An explanation of payment arrangements, if any, the Utility may offer to its Customers having difficulty in paying their bills;

n. An explanation of the Utility's fee schedule and procedures for reconnecting service.

RULE NO. 6
DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

D. NOTICE (Continued)

4. Notification of Third Persons

Utility shall, upon the written request of a residential Customer, make reasonable efforts to notify a third party designated by such Customer of the proposed discontinuance by forwarding a duplicate discontinuance notice to the third party address provided to the Utility. The third person need not pay the bill. The Utility shall incur no liability for failure to provide such third party notice and may discontinue service without regard to the third party notice.

5. Multi-Residential Complex

If the Utility has reason for termination of service and intends to terminate service to a mobile home park or multi-unit residential complex, the Utility shall use its best efforts to notify the occupants of each family dwelling unit located within the park or complex of the Utility's intended action. The Utility shall use its best efforts to notify the occupants by posting on the door of each such unit a written notice which states:

a. The reason for the termination of service;

b. The deadline for making any delinquent payments or for taking any corrective action that is necessary to avoid the termination of service;

c. The date scheduled for the termination of service in the event that any delinquent payments are not made or corrective action is not taken;

d. The Utility shall provide the notice to the occupants of a multi-unit residential complex at the same time the Utility provides notice to the Customer of record for the complex.

RULE NO. 6
DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

E. RESTRICTIONS ON RESIDENTIAL SERVICE DISCONTINUANCE

1. Health Emergency

Utility shall postpone discontinuance of service to the residential customers for thirty (30) days from the date of the receipt of the following items:

a. A statement from a licensed physician or public health official stating that any discontinuances of service would be especially dangerous to the health of such Customer or any other person who is a permanent resident of the premises and would constitute an emergency affecting the health of such person. The statement must be in writing and must show the address where service is provided and the name of the person whose health would be especially endangered, must clearly describe the nature of the emergency, and must contain the name, title and signature of the physician or official certifying the emergency. The certification may be made by telephone if a written statement is forwarded to the Utility within five (5) days.

RULE NO. 6
DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

E. RESTRICTIONS ON RESIDENTIAL SERVICE DISCONTINUANCE (Continued)

1. Health Emergency (Continued)

b. A statement signed by such Customer:

i. That such Customer is unable to pay for such service in accordance with the requirements of Utility's billings; or

ii. That such Customer is unable to pay for such service only in installments. For purposes of this rule, Utility shall allow installment payments to be made over a period of not more than ninety (90) days.

c. The postponement may be extended for an additional thirty (30) day period upon receipt by Utility of an additional medical certificate prior to the expiration of the original thirty (30) day postponement. After receipt of the renewed medical certificate, Utility may discontinue service only after it has provided the Customer with another ten (10) day notice and forty-eight (48) hour notice as set forth in Paragraph D.1 above.

d. Prior to expiration of the postponement, Customer must arrange with Utility to pay his bills in accordance with these rules.

e. In the event that Utility postpones discontinuance of service because of an oral statement from a person specified in Paragraph E.1 above and such statement not be confirmed by written certification as specified, or if a certification has expired, Utility may discontinue service upon forty-eight (48) hour notice.

RULE NO. 6
DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

E. RESTRICTIONS ON RESIDENTIAL SERVICE DISCONTINUANCE (Continued)

2. Elderly

Utility may not terminate service to a customer who is elderly or who is a person with a disability, or whose household includes a person who is elderly or a person with a disability, unless the utility has notified the customer or another adult resident of the customer's household in person or by telephone at the address where service is provided at least forty-eight (48) hours before the date upon which the termination would occur.

3. Postponement of Termination during Forecasted Period of Extreme Heat

a. If utility intends to terminate service to a customer because of nonpayment, the utility or landlord shall postpone the termination if the termination would occur during a forecasted period of extreme heat for the local geographical area which encompasses the location where service is provided and which typically experiences similar temperature conditions as the location where service is provided.

b. As used in this section:

i. "Forecasted period of extreme heat" means any period of twenty (24) hours for which the National Weather Service has issued a forecast predicting that, at some point during the period of twenty (24) hours, the outside temperature will be 105 degrees Fahrenheit or higher;

ii. "National Weather Service" means the National Weather Service of the National Oceanic and Atmospheric Administration of the United States Department of Commerce.

4. Weekend and Holiday Discontinuance of Service

Utility shall not discontinue service on a weekend or a holiday or the day prior to a weekend or holiday unless such discontinuance is to be made pursuant to Sections (a) and (b) of Paragraph C.1 above.

RULE NO. 6
DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

F. RESTORATION OF SERVICE

When services are restored for any reason, a person 18 years of age or older must be present in the premises. At the Utility's discretion a waiver may be signed by the customer in lieu of having an adult present.

G. REFUSAL TO SERVE

3. Conditions for Refusal

Utility may refuse to serve an Applicant for service under the following conditions:

a. If the Applicant fails to comply with any of the rules as filed with the Public Utilities Commission of Nevada.

b. If the intended use of the service is of such a nature that it will be detrimental or injurious to existing Customers.

c. If, in the judgment of Utility, Applicant's installation for utilizing the service is unsafe or hazardous or subject to freezing, or of such a nature that satisfactory service cannot be rendered.

d. Where service has been discontinued for fraudulent use, Utility will not serve an Applicant or Customer at any location until a determination has been made that all conditions of fraudulent use or practice have been corrected and any fees, rates or charges for said fraudulent use are paid in full to the Utility, including any penalties assessed under Rule No. 15.

2. Notification to Customers

When an Applicant is refused service under the provisions of this rule, the Utility will notify such Applicant promptly of the reason for the refusal to serve and of the right of the Applicant to appeal Utility's decision to the Public Utilities Commission of Nevada.

RULE NO. 6
DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

H. DEFERRED PAYMENTS

1. Prior to terminating residential water service to a Customer, the Utility shall offer the Customer a program for deferred payments. The repayment program shall require the customer to:
   a. Pay all arrearages within sixty (60) days of the date the agreement is executed through three equal payments.
   b. Make the first payment at the time the agreement is executed. The agreement shall establish dates for the other two payments.
   c. Pay all future bills when due.

2. If the Customer fails to make any payment due under the agreement, the Utility may terminate the Customer's residential water service with twenty-four (24) hours of providing notice to the Customer and without offering another deferred payment plan for the arrearage that caused the service to be terminated.

3. The Utility is not obligated to offer a Customer more than two (2) deferred payment plans in any twelve (12) month period.

4. If a customer does not request a deferred payment plan prior to the termination of service, that Customer must pay all arrearages in full prior to service being restored.

I. EXTENDED VOLUNTARY DISCONTINUANCE OF SERVICE
NOT APPLICABLE TO SPANISH SPRINGS

A customer that requests the restoration of service within nine (9) months of requesting the discontinuance of service at the same premise shall pay to the Utility prior to the restoration of service an amount equal to the monthly service charge for the class and type of service to the premise for each of the months service was discontinued.

RULE NO. 7
INFORMATION AVAILABLE TO THE PUBLIC

A. GENERAL INFORMATION

The Utility will maintain, open for public inspection at its commercial office, pertinent information regarding the services rendered, including the following:

1. Characteristics of Water

   A description in writing of the quality of water to be furnished in the form of the annual Consumer Confidence Report (CCR)

2. Rates and Rules

   A copy of the tariff schedules consisting of rates, general rules of the Utility, service area maps and forms of contracts and applications applicable to the territory served from that office.

3. Water Conservation
   A copy of the Water Conservation Plan.

B. TARIFF RATES

The Utility will provide information to every Applicant regarding the tariff rate applicable to the Applicant.

C. NEW OR REVISED RATES

Should new or revised rates be established according to law, the Utility will duly notify all Customers affected in Rule No. 4 of these Tariffs.

RULE NO. 8
CONTINUITY OF SERVICE

A. EMERGENCY INTERRUPTIONS

1. The Utility will make all reasonable efforts to prevent interruptions to service and when such interruptions occur will endeavor to re-establish service with the shortest possible delay consistent with the safety to its Customers and the general public.

2. Where an emergency interruption of service affects the service to any public fire protection device, the Utility will promptly endeavor to notify the Fire Chief or other public official responsible for fire protection of such interruption and of subsequent restoration of normal service.

3. The Utility will not be liable for interruption or shortage or insufficiency of supply or any loss or damage of any kind or character occasioned thereby, if same is caused by Act of God, fire, strike, riot, war, accident, breakdown, action by governmental body or any other cause beyond the control of the Utility.

4. Under disaster conditions the Utility will cooperate to the fullest extent with the governmental agency having authority in the area.

B. SCHEDULED INTERRUPTIONS

1. Whenever the Utility finds it necessary to schedule an interruption to its service, it will, where feasible, notify all Customers to be affected by the interruption, stating the approximate time and anticipated duration of the interruption. Scheduled interruptions will be made at such hours as will provide least inconvenience to the Customers consistent with reasonable Utility operations.

2. Where public fire protection is provided by the mains affected by the interruptions, the Utility will promptly endeavor to notify the Fire Chief or other officials responsible for fire protection, stating the approximate time and anticipated duration. In addition, the Fire Chief or other officials responsible for fire protection will be notified promptly upon restoration of service.

RULE NO. 8
CONTINUITY OF SERVICE (Continued)

C. APPORTIONMENT OF SUPPLY DURING TIMES OF SHORTAGE

During the time of threatened or actual water shortage, the Utility will apportion its available water supply among its Customers as directed by the Public Utilities Commission of Nevada. In the absence of direction from the Commission, the Utility will apportion the supply in the manner which appears most equitable under circumstances then prevailing and with due regard to both the physical characteristics of the water system as well as public health and safety.

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS

A. APPLICABILITY

The terms and conditions of this Rule No. 9 apply throughout Utility's service area as defined by Rule No. 17.

Under the provisions of this rule, Utility shall make extensions and/or alterations of its water system to serve applicants requesting service within Utility's service area. In appropriate cases, as defined in Section C, Applicants shall be required to pay their pro-rata share of existing facilities. The Yard Piping and House Piping are not part of Utility's system, and may be subject to inspection by Utility at the discretion of Utility, and always be the responsibility of the Applicant. Other applicable Rules are: Rule No. 15, Service Connections; Schedule WSCONN-1, (Cold Springs); WSCONN-2, (Pahrump); WSCONN-4 (Spanish Springs); and WSCONN-3, (Spring Creek) for Service Connection Charges; Rule No. 10, Fire Protection; and Rule No. 21, Water Rights. The payment of any other charge or rate under any other tariff schedule does not relieve an Applicant of its responsibility, as set forth in this Rule No. 9, to bear all the costs of extending water service.

Applicants for service within Utility's service area requiring extensions and/or alterations hereunder of the water system of Utility may be permitted to construct and install such extension and/or alteration under the provisions of this rule provided such construction and installation are performed by a qualified contractor, subject to inspection and acceptance by Utility at the discretion of the Utility. Otherwise, extensions and/or alterations hereunder of the water system of Utility will be performed by the Utility or the Utility's designee at the Applicant's expense.

B. COST

All costs of such extensions and/or alterations including, but not limited to, design costs, construction costs, updating mapping, including but not limited to: service territory, Point of Use and infrastructure maps, electronically or otherwise as determined by the Utility, inspection fees and third party costs for associated professional fees incurred by Utility under this Rule No. 9 in connection with an application to serve an individual customer or an application by the Developer of a Development shall be paid for by the Applicant.

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

B. COST (Continued)

All Rule No. 9 costs or contributions may be increased by the appropriate tax liability factor as contained in the Commission's tax rule (NAC 704.6532) when the payments are determined to be taxable by Utility, the Internal Revenue Service or other appropriate taxing entity.

The cost of all extensions and/or alterations made hereunder shall consist of the transmission and distribution facilities required to provide such service which among other things, shall include all mains, valves, fittings, regulator stations, booster pumps, reservoirs, supply, treatment facilities, service pipes and other facilities and appurtenances.

The cost of all extensions and/or alterations made hereunder shall also include Utility's cost for all regulatory, environmental and other fees, federal income taxes, engineering, permitting, inspection, testing, material, labor, transportation, net retirement costs of existing facilities if retired, associated overheads and other charges which are related to the extensions and/or alterations, including any modification or improvement of existing facilities which is required to provide adequate service.

C. COLLECTION AND DISTRIBUTION OF REAPPORTIONMENT PAYMENTS

1. The Utility shall collect a Reapportionment Payment from a subsequent Applicant when the subsequent Applicant connects directly to a Line Extension or Modification within 15 years after the date on which the Utility executed the Line Extension Agreement for the Line Extension or Modification. For the purpose of this Section C of Rule No. 9, a subsequent Applicant "connects directly" to a Line Extension or Modification only when the Service Connection furnished by the Utility under Rule No. 15 connects to the Line Extension or Modification which extends across the full length of the Applicant's property line.

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

C. COLLECTION AND DISTRIBUTION OF REAPPORTIONMENT PAYMENTS
(Continued)

2. The Reapportionment Payment collected by the Utility shall be determined using the following formula:

$$\frac{X * (1 + (N*.03))}{Y} = Z$$

where:

X = Line Extension Cost as specified in the Proof of Costs.
N = The number of years since the execution of the Line Extension Agreement.
Y = The number of Service Connections, including the original Applicant and the subsequent Applicant from whom a Re-apportionment Payment is being collected, that connects to the Line Extension or Modification. If the Utility and the Applicant agree, the Utility shall use the linear footage as the basis for Reapportionment instead of the number of Service Connections and shall document the same in the Line Extension Agreement.
Z = The Re-apportionment Payment.

3. The Utility shall distribute the Reapportionment Payment equally between the original Applicant and any subsequent Applicants (excluding the person from whom a Reapportionment Payment is being collected). Reapportionment Payments will be based on the number of lots or, at the Utility's and Applicant's mutual written agreement prior to dedication of the Line Extension or Modification by some other means including but not limited to linear footage of property lines and the omission of some Line Extension Cost.

4. The sum of Reapportionment Payments made to an Applicant shall not exceed the total amount paid for the line extension by the original applicant as depicted in the Proof of Costs.

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

D. GENERAL PROVISIONS

1. Facilities

a. All facilities, including meter and meter box, installed by Utility and/or Applicant hereunder except for the Yard Piping and House Piping shall be assigned to and remain the sole property of Utility.

b. Size, type, quality of material and location of facilities hereunder shall be selected by Utility.

c. Where either final grades of roads, streets and/or alleys, in the proximity of proposed extensions, have not been established and there is a reasonable probability that said grades or alignments will be changed within three (3) years, Utility will require that Applicant deposit cash, subject to appropriate interest of NRS 704.655, or provide an acceptable bond or other guaranty thirty (30) days prior to commencement of construction of the extension and/or alteration, in the amount of Utility's estimated cost of relocation. Upon completion of any such relocation which is made within three (3) years of the date of the original extension and/or alteration, Applicant shall advance in cash the amount of Utility's actual cost incurred in making the relocation. Where the deposit shall be adjusted within three (3) years of the date of such deposit by Applicant or Utility to reflect Utility's actual costs incurred in making the relocation, the balance, if any, shall be refunded to such Applicant.

d. All premises served by Utility shall have pipe extensions to extend the full length of the Customer's property line. Each lot shall be separately metered pursuant to Rule No. 15.

2. Easements, Rights-of-Way and Permits

a. Utility shall only permit extensions under this Rule No. 9 when such extension will be located in a public street, road or highway which Utility has the legal right to occupy or on public lands and private property across which rights-of-way, easements or permits satisfactory to and in favor of Utility, have been delivered in recordable form to Utility. If required by Utility, an ALTA policy of title insurance shall be delivered to Utility showing Utility's easement or other interest to be free of all prior liens or encumbrances.

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

D. GENERAL PROVISIONS (Continued)

2. Easements, Rights-of-Way and Permits (Continued)

b. Utility shall not be required to purchase rights-of-way for extensions and/or alterations made under the provisions of this rule.

c. The responsibilities for Right of Ways and recordation of easements with accurate legal descriptions performed by a Nevada licensed surveyor are the Applicant's.

3. Oversizing

The Applicant must agree to upsize facilities specified by the Utility or the Utility's engineer. If an Applicant Installation, the Applicant will be reimbursed Utility's estimated cost difference of the upsized facility or infrastructure to provide adequate service. If a Utility Installation, the final cost of the line extension will be reduced by the Utility's estimated cost difference of the upsized facility versus the infrastructure necessary to provide adequate service. This cost will consist of:

a. Utility's estimated additional cost to install the oversized facility;

b. Utility's estimated additional cost to provide and install extra trench and backfill required for the oversized facility.

If an Applicant Installation, the Applicant will be reimbursed the cost of oversizing no later than thirty (30) days after Utility acceptance of the infrastructure.

4. Disagreements or Disputes

a. In case of disagreement or dispute regarding application of any provision of this rule, or in circumstances where application of this rule appears unreasonable to either party, Utility or Applicant may refer the matter to the Public Utilities Commission of Nevada for determination.

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

D. GENERAL PROVISIONS (Continued)

4. Disagreements or Disputes (Continued)

b. In the event noted in Section D.4.a., above, both Applicant and Utility shall make such advance(s) as otherwise required hereunder and Applicant or Utility, whichever is the responsible party, shall proceed with the construction and installation of the extension and/or alteration required to provide the requested service.

5. Special Provisions

a. All Applicants requesting service under the provisions of this Rule No. 9 shall be provided details of estimated costs and other data setting forth the terms and conditions under which Utility shall make extensions and/or alterations hereunder.

b. All Applicants requesting deviation from any of the terms and conditions of this Rule No. 9 shall be required to enter into a written extension agreement containing the terms and conditions under which Utility shall make the extension and/or alteration. Such agreement shall be filed for approval with the Public Utilities Commission prior to commencement of construction. Construction of facilities, however, may commence if agreed in writing by both parties.

c. Subject to Utility approval of assignee, any application for service entered into under this Rule No. 9 may be assigned upon written notice to Utility by the holder of said application for service, as shown on Utility's records.

d. Construction may not commence until all permits including a UEPA, if necessary, are obtained.

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS - SPANISH SPRINGS
(Continued)

D. GENERAL PROVISIONS (Continued)

5. Special Provisions (Continued)

e. Construction not may begin until the Applicant has executed a legally binding agreement with the Utility for the line extension and all tariff fees pertaining to the project are paid to the Utility.

f. Utility will provide for a 90 day grace period prior to dedication of any water rights required pursuant to Rule No. 21 of this tariff starting from the date of the executed agreement, but; in no circumstances will service be provided prior to the dedication of necessary water rights.

E. ENGINEERING AND PLAN REVIEW

1. The Applicant must initially provide Utility with plans and load information in a timely manner to allow Utility to develop detailed plans, costs and a construction schedule.

2. All design, plans and specifications shall be:

a. Prepared and wet-stamped at the Applicant's expense by a Nevada Licensed Engineer approved by the Utility;

b. Shall be accompanied by survey maps to suitable scale and AutoCAD compatible files showing street, easement and lot layouts, and if requested by Utility, contours or other indications of relative elevations of various parts of the area to be developed;

c. As requested by Utility, Applicant shall furnish any required property ownership, property description, plot plan or record of survey information concerning the area to be served under the provisions of this rule.

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

E. ENGINEERING AND PLAN REVIEW (Continued)

d. At a minimum, as approved at the sole discretion of the Utility and Utility's Engineer, to Utility's Standards and Specifications and the governmental standards of the authority(s) with jurisdiction, including State Fire Protection requirements pursuant to Rule No. 10, with the most stringent requirements being applicable;

e. Approved by Utility as well as other utilities and government agencies with jurisdiction.

3. Utility Plan Review requirements shall be:

a. Performed at the Applicant's expense by a Nevada Licensed Engineer approved by the Utility;

b. May be waived upon written agreement of the Utility and Applicant with the Applicant assuming any and all liabilities for errors in original engineering document.

4. All redline corrections from plan review shall be made at the Applicant's expense prior to construction commencing.

5. If changes are made subsequent to the presentation of the aforesaid information and these changes require additional expense to Utility in the following, but not limited to, costs in revising plans, specifications, construction and cost estimates or actual costs, these additional expenses shall also be borne by the Applicant.

6. All changes to plan whether during engineering and/or construction must be pre-approved in writing by Utility.

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

F. CONSTRUCTION

1. Work performed by the Applicant shall be performed in such a manner as to permit Utility to perform its work without delay and in an efficient manner.

2. All work shall be performed by a Utility recognized qualified contractor.

3. All work shall be in accordance with approved plans and at a minimum to Utility's Standards and Specifications and the governmental authority(s)' with jurisdiction standards and specifications following the stricter of any and all applicable standards.

G. APPLICANT INSTALLATIONS

Applicant(s) for line extensions shall have the option of installing facilities when agreed upon in writing by Utility. In such event, Applicant(s) shall also construct and install service pipes and metering facilities within the streets and other right-of-ways and shall provide Utility with a statement of actual construction costs, in reasonable detail, prior to acceptance of such construction of facilities and within forty-five days of completion of construction including all Utility punch list items. All meters will be installed by the Utility or Utility's designee only.

1. Conditions for Applicant Installation of Facilities

   a. All phases of the project installation shall be subject to inspection by Utility at the Applicant's expense. The Applicant must provide Utility written notice 48 hours before construction begins. A preconstruction kickoff meeting may be required by Utility prior to construction beginning. Applicant shall coordinate the construction and installation of facilities with Utility so the Utility may inspect the facilities at Applicant's expense as Utility deems necessary.

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

G. APPLICANT INSTALLATIONS (Continued)

1. Conditions for Applicant Installation of Facilities (Continued)

b. The Applicant's contractor must be a Utility qualified contractor. The contractor must be licensed in Nevada and have sufficient qualified personnel and sufficient reliable equipment to perform in a workmanlike manner as well as proof of sufficient insurance provided to Utility before installation is commenced.

c. The Applicant and its contractor must comply with all construction standards and/or governmental requirements including, but not limited to, a UEPA from the Commission and any OSHA, State, County, City, Special District, Homeowners' Association, and/or other government agencies with jurisdictions requirements, which may apply in all phases of the project installation.

d. The Applicant must provide all material submittals in accordance with the Standards and Specifications of Utility and other government agencies with jurisdiction standards and specifications, with the most stringent requirements being applicable and all material provided will be subject to acceptance by Utility, based on inspections by Utility at Applicant's expense.

e. If, during installation of the facilities under provisions of an Applicant installation, the Applicant's contractor, for any reason, must cease work on the installation, Utility must be notified in writing by the contractor immediately explaining why work ceased. The Applicant must provide Utility written notice 48 hours before construction work recommences unless otherwise agreed to by Utility. A failure to comply with this provision shall result in a penalty of two hundred fifty dollars ($250.00) per violation.

f. The Applicant must start the project in accordance with Utility's established schedule and pursue the work at a satisfactory rate.

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

G. APPLICANT INSTALLATIONS (Continued)

2. Approval of Facilities

a. Applicant shall provide Utility written notice within 48 hours after qualified contractor completes construction of facilities / infrastructure.

b. Utility shall perform or cause to be performed a final inspection at Applicant's expense within a reasonable time after it receives the notice required by this Rule No. 9.

c. Utility shall approve or reject the facilities in writing within a reasonable time after it completes the final inspection required by this Rule No. 9. If facilities are rejected, Utility will provide a punch list of the necessary items to be completed before acceptance. This Section (G.2.c) may be repeated at the Utility's discretion.

3. Guarantee and Warranty

Applicant shall guarantee all materials and workmanship against defects for a period of one year following final acceptance by Utility.

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

H. UTILITY INSTALLED FACILITIES

1. Advances/Deposits

The deposit/advance required to proceed with any and all extensions and/or alterations made under the provisions of this Rule No. 9 shall be Utility's estimated cost of making such extensions and/or alterations which is in accordance with Utility's construction practices. Utility's estimated cost shall also be used to determine preconstruction advances hereunder. Estimates provided hereunder shall be valid for a period of three (3) months after the date of transmittal. The advance required under this Rule 9 will be increased to cover federal income taxes.

a. A deposit, equal to Utility's estimated cost, in accordance with Section H, will be required thirty (30) days prior to the start of construction on any extension(s) and/or alteration(s) made under the provisions of this Rule No. 9.

i. In no case shall the deposit/advance be depleted by less than 50% of the original deposit, until the projected costs for the completion of the project are less than 50% of the original deposit.

ii. If an Extension Agreement is executed between such Applicants and Utility within twelve (12) months after detailed plans, specifications and cost estimates are furnished, the aforesaid deposit or deposits shall become a part of any required advances.

iii. If an Extension Agreement is not executed between such Applicants and Utility within twelve (12) months after detailed plans, specifications and cost estimates are furnished, the aforesaid deposit or deposits shall be forfeited.

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

H. UTILITY INSTALLED FACILITIES (Continued)

1. Advances/Deposits (Continued)

b. Utility may require an acceptable bond or guaranty at the discretion of the Utility.

c. When an Applicant for service posts an acceptable bond or guaranty in lieu of cash, such Applicant shall advance estimated costs in cash as construction progresses thirty (30) days prior to construction of the extension and/or alteration of each such phase thereof.

d. In those instances where more than one Applicant is to be serviced from the same extension and/or alteration, the total advance required from such group of Applicants shall be apportioned among the members of the group in such manner as they may mutually agreed upon and provide to the Utility in writing. It shall equal Utility's total cost for providing service to the group.

e. Utility shall provide Applicant/Developer a final accounting. Utility will apply the Applicant's deposit against the Third Party Costs, and will either refund any remaining balance to the Applicant, or bill the Applicant for any outstanding balance pursuant to Section B of this Rule No. 9 should the Developer Deposit be found in arrears for any reason. Utility shall provide copies of all third party invoices with the final invoice.

i. Any and all outstanding balances due to Utility must be paid in full prior to receiving service from the Utility.

ii. Any refund due and payable to the Applicant/Developer will be posted in the US mail no later than 90 days from the date of the final invoice.

iii. Refunds due and payable pursuant to any agreement entered into under this Rule No. 9 may be assigned upon written notice to Utility by the holder of said Agreement, as shown on Utility's records. Such assignment shall apply only to those refunds which become due more than thirty (30) days after date of acknowledgment of receipt by Utility of the notice of assignment.

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

H. UTILITY INSTALLED FACILITIES (Continued)

1. Advances/Deposits (Continued)

f. It shall be Utility's intention to install facilities hereunder as soon as possible following completion of Applicant's obligations; however, due to work load fluctuations Utility's obligations to perform unscheduled emergency work, permitting and other items which are beyond control of Utility, Utility will not be held responsible for damages or other inconveniences resulting from unavoidable delays in construction of facilities installed hereunder by Utility.

I. DEDICATION AND ACCEPTANCE OF FACILITIES

1. All Line Extension Facilities, facilities, improvements and real property dedicated to Utility shall be free and clear of liens and encumbrances. Applicant/Developer shall provide documentation to Utility's satisfaction demonstrating the cost of the facilities and that facilities, improvements and real property are free and clear of all liens and encumbrances as well as a bill of sale. Such documentation may include, but is not limited to, invoices, UCC litigation search documentation, lien waivers and releases from contractors, subcontractors and vendors for materials, equipment, suppliers and construction of Line Extension Facilities.

   Utility may impose other reasonable terms and conditions on the acceptance that the Applicant/Developer demonstrate that all Line Extension Facilities have received necessary local government approvals

2. Subsequent to inspection by Utility, and for one year following Utility's final acceptance of the Line Extension Facilities and any dedicated Applicant construction, Applicant/Developer shall, at Utility's option and request, promptly correct, or cause to be corrected, all defects and deficiencies in construction, materials and workmanship, at Applicant/Developer's sole cost and expense or reimburse Utility for Utility's costs of correcting all defects and efficiencies in construction, materials and Workmanship. Warranty requirements of any government agency with jurisdiction shall be the responsibility of the Applicant/Developer.

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

I. DEDICATION AND ACCEPTANCE OF FACILITIES (Continued)

3. Applicant/Developer shall convey to Utility or provide by recorded subdivision plats, in either case, at no cost or expense to Utility, such easements or rights-of-way within the Property for the Facilities and off-site interconnections and the use, operation and maintenance thereof as Utility shall reasonably require for the performance of Utility's obligations under this Rule. All easements and rights-of-way shall be in a form satisfactory to Utility.

4. Applicant/Developer shall convey to the Utility all final as-built drawings with Nevada licensed engineer's wet stamp.

5. Upon all provisions of this Rule No. 9 and all other pertinent tariff rules being met and Utility has accepted conveyance of the plant and or facilities constructed by Applicant/Developer, Utility shall provide a Letter of Acceptance to the Applicant which reflects the Utility's acceptance of the conveyance of the facilities.

RULE NO. 9
EXTENSIONS OF FACILITIES – PAHRUMP

A. APPLICABILITY

The terms and conditions of this Rule No. 9 apply throughout Utility's service area as defined by Rule No. 17.

The Utility shall extend or modify its water system to accommodate requests for Expanded Service or New Service under this Rule No. 9. Except as specifically provided in this Rule No. 9, Applicant shall be responsible for all costs of extending or modifying the Utility's water system, including, without limitation, the cost associated with (a) construction and installation of production, storage, transmission and distribution facilities, (b) designing, engineering and surveying associated with the facilities, (c) Utility Inspection Charges, and (d) permitting, inspection and associated fees and charges. Applicant shall be responsible for the installation of the House Piping and the Yard Line; provided, however, the Utility may, at its request, approve or deny Yard Line design. The Utility shall provide Service Connections under Rule No. 15 or Rule No. 16, as the case may be. Applicant shall be responsible for the cost of meter and meter-related facilities as specified in Schedules WSCONN-1, (Cold Springs); WSCONN-2, (Pahrump); and WSCONN-3, (Spring Creek) for Service Connection Charges. Applicant shall dedicate water rights to the Utility as provided for under Rule No. 21.

B. GENERAL TERMS AND CONDITIONS

The general terms and conditions set forth in Section B of this Rule No. 9 apply to all Line Extensions or Modifications, including, without limitation, Small Residential Service Extensions or Modifications and Commercial, Industrial and Large Residential Service Extensions or Modifications.

1. Authorization to Proceed

Section C (1) and Section D (1) of this Rule No. 9 describe the service inquiry process, which occurs before an Inquirer receives a non-binding estimate of the cost of a Line Extension or Modification. Within 45 calendar days after receiving a non-binding estimate from the Utility, Inquirer may authorize the Utility to proceed with a Line Extension or Modification by depositing with the Utility the amount of the estimated cost of designing and engineering the Line Extension or Modification and, if necessary, an additional amount for the estimated cost of surveying.

RULE NO. 9
EXTENSIONS OF FACILITIES – PAHRUMP (Continued)

B. GENERAL TERMS AND CONDITIONS (Continued)

2. Design, Engineering and Surveying

Within a reasonable period after the Utility receives authorization to proceed pursuant to Section B (1) of this Rule No. 9, the Utility shall, if necessary, cause an appropriate survey to be completed and design and engineer the Line Extension or Modification, or cause the Line Extension or Modification to be designed and engineered.

3. Bid from Qualified Contractor

Within a reasonable period after the Utility designs and engineers the Line Extension or Modification, or causes such Line Extension or Modification to be designed and engineered, the Utility shall obtain a bid for the installation and construction of the Line Extension or Modification from a Qualified Contractor. If the non-binding estimate delivered by the Utility pursuant to Section C (1) or Section D (1) of this Rule No. 9 exceed Twenty-Five Thousand Dollars ($25,000), the Utility shall request bids from at least two (2) Qualified Contractors.

a. Within five (5) business days after the Utility receives a bid or bids, as the case may be, for the Line Extension or Modification, the Utility shall provide the bid or the bids to the Inquirer.

b. Within ten (10) business days after the Inquirer receives the bid or the bids for the Line Extension or Modification, the Inquirer may authorize the Utility to proceed with the Line Extension or Modification by making an Application for service under Rule No. 3. Failure to make an Application for service under Rule No. 3 within ten (10) business days after the date on which the Inquirer receives the bid or bids, or within thirty (30) calendar days after the date of the bid or bids, whichever is sooner, renders the bid or bids void.

c. Contemporaneously with making an Application for service under Rule No. 3, the Applicant shall make the Line Extension Payment to the Utility. The Utility and the Applicant shall enter a Line Extension Agreement containing terms and conditions established by Rule No. 9 and any necessary, additional terms that are consistent with the terms and conditions established by this Rule No. 9.

RULE NO. 9
EXTENSIONS OF FACILITIES – PAHRUMP (Continued)

B. GENERAL TERMS AND CONDITIONS (Continued)

d. If an Inquirer does not make an Application for service under Rule No.3 within the time prescribed by this Rule No. 9 (B) (3) (b), the Utility shall promptly refund to the Inquirer the amount deposited with the Utility pursuant to Rule No. 9 (B) (1) less any costs incurred by the Utility pursuant to this Rule No. 9 (B) (2).

4. Line Extension Payment

The Line Extension Payment shall equal the sum of: (a) the cost of the minimum facilities necessary to serve the Applicant, as determined under this Rule No. 9 (C) (2) or this Rule No. 9 (D) (2) (c), whichever is applicable; (b) the Tax Gross-up Payment, if any Tax Gross-up Payment is required; (c) Utility Inspection Charges, if applicable; (d) permitting, inspection and associated fees and charges assessed by federal, state, or local government assessed in connection with obtaining permission to construct, or the construction of a Line Extension or Modification; and (c) design, engineering and surveying costs.

5. Oversizing

The Utility may, in its discretion, elect to install additional facilities or oversized facilities. In such circumstances, the Utility shall be responsible for all costs in excess of the cost of the minimum facilities necessary to service the Applicant.

6. Fire Hydrants

If the Line Extension or Modification requires the installation of a fire hydrant or fire hydrants, the Utility shall be responsible for the cost of installing a single fire hydrant per Line Extension or Modification. Except as set forth herein, the Applicant shall be responsible for the cost of installing additional fire hydrants.

7. Cost of Design. Engineering and Surveying

If the cost of designing and engineering the Line Extension or Modification, or the cost of surveying necessary to design and engineer the Line Extension or Modification exceeds the amount collected by the Utility under Section B (1) of this Rule No. 9, then the Applicant shall be responsible for such costs.

RULE NO. 9
EXTENSIONS OF FACILITIES – PAHRUMP (Continued)

B. GENERAL TERMS AND CONDITIONS (Continued)

7. Cost of Design. Engineering and Surveying (Continued)

If the cost of designing and engineering the Line Extension or Modification, or the cost of surveying necessary to design and engineer the Line Extension or Modification is less than the amount collected by the Utility under Section B (1) of this Rule No. 9, then the Utility shall provide to the Applicant a credit towards the Line Extension Payment. If the Line Extension or Modification requires additional design, engineering, or surveying, then the Applicant shall be responsible for such costs.

8. Construction

When the Utility is responsible for construction the Line Extension or Modification, the Utility shall complete the Line Extension or Modification, or cause the Line Extension or Modification to be completed by a Qualified Contractor, within a reasonable period of time after it receives a complete Application and the Line Extension Payment from the Applicant.

9. Actual Cost True-up

For Line Extensions or Modifications where the Line Extension Payment exceeds the actual cost of completing the Line Extension or Modification, the Utility shall provide a refund to the Applicant. If the actual cost of completing the Line Extension or Modification exceeds the Line Extension Payment, then the Applicant shall be responsible for such costs. The Utility shall provide a refund or an invoice to the Applicant, as the case may be, within 30 days of receiving final invoices from suppliers and the Qualified Contractor relating to the Line Extension or Modification.

10 Collection and Distribution of Re-apportionment Payments

a. The Utility shall collect a Re-apportionment Payment from a subsequent Applicant when the subsequent Applicant connects directly to a Line Extension or Modification within 15 years after the date on which the Utility executed the Line Extension Agreement for the Line Extension or Modification. For the purpose of this Section B (10) (a) of this Rule No. 9, a subsequent Applicant "Connects directly" to a Line Extension or Modification

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

B. GENERAL TERMS AND CONDITIONS (Continued)

10. Collection and Distribution of Re-apportionment Payments (Continued)

a. (Continued)
only when the Service Connection furnished by the Utility under Rule No. 15 or Rule No. 16 connects to the Line Extension or Modification which extends across the full length of the Applicant's property line.

b. The Reapportionment Payment collected by the Utility shall be determined using the following formula:

$$\frac{X * (1 + (N*.03))}{Y} = Z$$

where:

X = Line Extension Cost as specified in the Line Extension Agreement
N = The number of years since the execution of the Line Extension Agreement.
Y = The number of Service Connections, including the original Applicant and the subsequent Applicant from whom a Re-apportionment Payment is being collected, that connects to the Line Extension or Modification. If the Utility and the Applicant agree, the Utility shall use the linear footage as the basis for Re-apportionment instead of the number of Service Connections and shall document the same in the Line Extension Agreement.
Z = The Re-apportionment Payment.

c. The Utility shall distribute the Re-apportionment Payment equally between the original Applicant and any subsequent Applicants (excluding the person from whom a Reapportionment Payment is being collected).

d. The sum of Re-apportionment Payments made to an Applicant shall not exceed the Line Extension Payment or the initial Re-apportionment Payment made by the Applicant.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

B. GENERAL TERMS AND CONDITIONS (Continued)

11. Deviation from Rule No. 9

The Utility may refuse to provide a Line Extension or Modification when providing such extension would result in an unreasonable investment in facilities by the Utility or if the Line Extension or Modification request is inconsistent with the letter, spirit or purpose of this Rule No. 9, or made in a manner that attempts to evade the application of the appropriate portion of this Rule No. 9 to a project. If the Utility refuses to provide a Line Extension or Modification, then the Utility shall provide to the Inquirer a written explanation.

12. Dispute Resolution

Any dispute arising under this Rule No. 9, including a dispute arising from the Utility's refusal to provide a Line Extension or Modification, shall be submitted to the Public Utilities Commission for resolution under either NAC 703.621 or NAC 703.651

C. SMALL RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS

1. Service Inquiry

Within a reasonable time after receiving a request for New or Expanded Service which necessitates a Small Residential Service Extension or Modification, the Utility shall provide a non-binding estimate of the costs associated with extending or modifying its water system to accommodate the request. Such non-binding estimate shall include, without limitation: (1) the cost of installing or modifying service mains and (2) Service Connection costs as specified Schedules WSCONN-1, (Cold Springs); WSCONN-2, (Pahrump); and WSCONN-3, (Spring Creek) for Service Connection Charges; Schedules WSUPP-1 (Pahrump) and WSUPP-2 (Spring Creek) for Water Supply Charges; and Schedules WSTOR-1 (Pahrump) and WSTOR-2 (Spring Creek) for Water Storage Capacity Charges.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

C. SMALL RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS (Continued)

1. Service Inquiry (Continued)

a. Minimum Facilities Requirement

The Applicant shall be responsible for the cost of the minimum facilities necessary to serve the Applicant. The Utility shall determine the minimum distribution facilities needed to serve the Applicant based on the cost of (a) extending the facilities to a point approximating the boundary of the parcel for which Application is made that is farthest away from the point at which facilities currently terminate, and (b) the size of the pipe required by the Standards or existing facilities, whichever is larger; provided, however, that the Utility shall not require an Applicant who requests service to a corner lot to run facilities around the comer of the lot.

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS

1. Service Inquiry

Within a reasonable time after receiving a request for New or Expanded Service that necessitates a Commercial, Industrial or Large Residential Service Extension or Modification and all necessary information relating to such request, the Utility shall determine whether (a) the Utility shall be responsible for constructing the Commercial, Industrial or Large Residential Service Extension or Modification, or causing the Commercial, Industrial or Large Residential Service Extension or Modification to be constructed, or (b) Inquirer shall be responsible for construction the Commercial, Industrial or Large Residential Service Extension or Modification, or causing the Commercial, Industrial or Large Residential Service Extension or Modification to be constructed.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS. (Continued)

1. Service Inquiry (Continued)

For the purpose of this Rule No. 9 (D) (1), all necessary information relating to a request shall include, but is not limited to, a description of the project, acreage of parcel or parcels on which the project will be situated, a description of the area to be landscaped, which description shall include the acreage of the area to be landscaped and the type of landscaping, engineering estimates of water usage, and engineering plans showing the plumbing of any facility or facilities the Inquirer intends to construct, service connection locations and plumbing fixture counts.

2. Utility Installed Extensions and Modifications

a. Non-binding Estimate

Within a reasonable time after determining that the Utility will construct, or cause to be constructed, a Commercial, Industrial or Large Resident Service Extension or Modification, the Utility shall prepare a non-binding estimate of the cost of installing and constructing such Commercial, Industrial or Large Residential Service Extension or Modification. The non-binding estimate shall include, among other things, all costs associated with extending or modifying the Utility's water system to accommodate the request for Expanded Service or New Service. Such costs shall include (a) the cost of installing or modifying water production, treatment, storage, and transmission and distribution mains; (b) the cost of designing, engineering and, if necessary, surveying for such installation or Modification; (c) Utility Inspection Charges; and, (d) permitting, inspection and associated fees and charges. The Utility may include in the non-binding estimate Service Connection costs as specified in Rule No. I 5 or Rule No. 16, whichever is applicable, and meter and meter-related facility costs as specified in Schedules WSCONN-1, (Cold Springs); WSCONN-2, (Pahrump); and WSCONN-3, (Spring Creek) for Service Connection Charges; Schedules WSUPP-1 (Pahrump) and WSUPP-2 (Spring Creek) for Water Supply Charges; and Schedules WSTOR-1 (Pahrump) and WSTOR-2 (Spring Creek) for Water Storage Capacity Charges. The Utility shall include in such non-binding estimate the amount of water rights, if any, the Inquirer must dedicate to the Utility under Rule No. 21.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS (Continued)

2. Utility Installed Extensions and Modifications (Continued)

b. Minimum Facility Requirements

The Applicant shall be responsible for the cost of the minimum water production, treatment, storage, transmission and distribution facilities necessary to serve the Applicant. The Utility shall use reasonable engineering judgment to determine the cost of the minimum water production, treatment, and transmission facilities, taking in to consideration the Utility's approved Master Plan and the actual cost of similar facilities, as appropriate. The Utility may, in its reasonable discretion, determine the cost of the minimum storage facilities either (a) by using reasonable engineering judgment, taking into consideration the Utility's approved Master Plan and the actual cost of similar facilities, as appropriate, or (b) calculating such in the same manner as the Water Storage Capacity Charge under Schedules WSTOR-1, (Pahrump) and WSTOR-2, (Spring Creek).

The Utility shall determine the minimum cost of distribution facilities based on the cost of (a) extending such facilities to a point approximating the boundary of the parcel for which Application is made that is farthest away from the point at which facilities currently terminate, and (b) the size of the pipe required by the Standards or existing facilities, whichever is larger.

An Applicant who pays for the cost of storage facilities under Rule No. 9 (D) (2) (b) shall not pay the Water Storage Capacity Charge under Schedules WSTOR-1, (Pahrump) and WSTOR-2, (Spring Creek).

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS (Continued)

3. Applicant/Developer Installed Line Extension

a. Line Extension Agreement

Within a reasonable time after receiving from an Inquirer a request for a Commercial, Industrial or Large Residential Service Extension or Modification and all necessary information relating to the service request, the Utility shall prepare a Developer Agreement setting forth the terms and conditions under which the developer (the "Applicant/Developer") will construct and dedicate facilities to the Utility. Such terms and conditions may include, but are not limited to, the terms and conditions found in this Section D (3) of this Rule No. 9. An engineering Agreement may be required at the discretion of the Utility, prior to preparing a Developer Agreement.

To proceed, the Applicant/Developer shall execute and return the Developer Agreement to the Utility together with a complete Application and a reasonable deposit to cover third-party costs the Utility might incur in performing its obligations under the Developer Agreement. If third-party costs are expected to exceed the amount of the deposit, the Utility shall require additional funds to be deposited. The Utility shall not accept a dedication of facilities or provide service until Applicant/Developer has paid all third-party costs, tariff, and Utility Inspection Charges as well as other items required by Utility such as proof of costs, UCC Search, casement recordation, etc. Service will not be provided prior to recordation of infrastructure and water rights necessary to serve.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS (Continued)

b. Submission and Approval of Plans

i. Applicant/Developer shall prepare and submit to the Utility engineering plans and specifications showing the design of all infrastructure necessary for the Utility to provide central water service to the Property, including, but not limited to, wells, water treatment facilities, transmission lines, water mains, storage tanks, hydrants, service lines, fire protection facilities, and booster stations. Such submission shall enumerate materials the Applicant/Developer intends to use to construct such Line Extension Facilities.

ii. All plans and specifications shall be prepared in accordance with the Standards, as well as applicable Law, including fire flow requirements. Such plans and specification shall identify, and state the cost of, the minimum production, treatment, storage, transmission distribution, and fire protection facilities necessary to provide water service to the Applicant/Developer's project.

iii. The Utility shall review and approve, reject or request Modifications of such plans and specifications within a reasonable time. The Utility shall review and confirm or reject the Applicant/Developer's list of materials within a reasonable time. The Utility shall review and confirm or reject the Applicant/Developer's statements regarding the minimum production, treatment, storage, transmission, distribution, and fire protection facilities necessary to provide water service to the Applicant/Developer's project.

iv. The Utility shall notify the Applicant/ Developer of the Utility's election to oversize any facilities being constructed by Applicant/ Developer when the Utility approves the plans and specifications submitted by Applicant/Developer.

v. The Utility establish a reasonable payment schedule with Applicant/ Developer for the payment of costs associated with installing any oversized facilities and a single fire hydrant.

RULE NO. 9
EXTENSIONS OF FACILITIES – PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS (Continued)

3. Applicant/Developer Installed Line Extension (Continued)

c. Construction

i. Applicant/Developer shall receive written approval from the Utility and the Nye County Planning Department before construction of Line Extension Facilities begins.

ii. All Line Extension Facilities shall be constructed or installed by a Qualified Contractor selected and retained by the Applicant/Developer at Applicant/ Developer's sole expense; provided, however, that the Utility shall be responsible for the cost of oversized facilities and installation of a single fire hydrant as provided for in Rule No. 9(B) (5), Rule No. 9 (B) (6) and Rule No. 9 (D) (3) (b) (v).

d. Inspection

i. The Applicant/Developer shall provide the Utility written notice 48 hours before construction begins. The Applicant/Developer shall coordinate the construction and installation of Line Extension Facilities with the Utility so that the Utility may inspect all Line Extension Facilities as the Utility deems necessary.

ii. The Utility shall inspect all Line Extension Facilities constructed or installed by a Qualified Contractor on behalf of Applicant/Developer.

iii. The Applicant/Developer shall be responsible for all costs incurred by Utility in Line Extension Facilities constructed or installed by or on behalf of an Applicant/Developer.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS (Continued)

3. Applicant/Developer Installed Line Extension (Continued)

e. Approval of Facilities

i. The Applicant/Developer shall provide the Utility written notice within forty-eight (48) hours after a Qualified Contractor completes construction of all Line Extension Facilities.

ii. The Utility shall perform a final inspection and complete all testing required by Law within a reasonable time after it receives the notice required by Section D (3) (e) (i) of this Rule No. 9.

iii. The Utility shall approve or reject the Line Extension Facilities in writing within a reasonable time after it completes the final inspection and testing required by Section D (3) (e) (ii) of this Rule No. 9.

iv. The Applicant/Developer shall be responsible for all costs incurred by Utility in connection with approving and accepting Line Extension Facilities constructed or installed by or on behalf of an Applicant/Developer.

f. Dedication of Facilities and Installation of Meter or Meters

i. All Line Extension Facilities, personal property and real property dedicated to the Utility shall be free and clear of liens and encumbrances. The Applicant/Developer shall provide documentation to the Utility's satisfaction demonstrating the cost of the facilities and that the facilities, personal property and real property are free and clear of all liens and encumbrances. Such documentation may include, but is not limited to, invoices, lien waivers and releases from contractors, subcontractors and vendors for materials, equipment, suppliers and construction of the Line Extension Facilities.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS (Continued)

3. Applicant/Developer Installed Line Extension (Continued)

f. Dedication of Facilities and Installation of Meter or Meters (Continued)

i. (Continued) The Utility may impose other reasonable terms and conditions on the acceptance of Line Extension Facilities, Including without limitation, a condition requiring that the Applicant/Developer demonstrate that all Line Extension Facilities have received necessary local governmental approvals.

ii. For one year following the Utility's final acceptance of the Line Extension Facilities, Applicant/Developer shall, at the Utility's option and request, promptly correct, or cause to be corrected, all defects and deficiencies in construction, materials and workmanship, at Applicant/Developer's sole cost and expense or reimburse the Utility for the Utility's costs of correcting all defects and deficiencies in construction, materials and workmanship.

iii. The Applicant/Developer shall provide to the Utility, two (2) copies of "as-built" drawings showing the location and respective sizes for all facilities in 1:100 scale and 1:300 scale and two (2) electronic "as-built" drawings on disk and compatible with an AutoCAD program specified by the Utility shall be submitted to the Utility upon completion and the Utility's acceptance of the Line Extension Facility.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS (Continued)

3. Applicant/Developer Installed Line Extension (Continued)

f. Dedication of Facilities and Installation of Meter or Meters (Continued)

iv. The Applicant/Developer shall convey to the Utility or provide by recorded subdivision plats, in either case at no cost or expense to the Utility, such easements or rights-of-way within the Applicant/Developer's property for the Line Extension Facilities and off-site interconnections and the use, operation and maintenance thereof as the Utility shall reasonably require for the performance of the Utilities' obligations. All easements and rights- of-way shall be in a form satisfactory to the Utility.

v. The Utility shall install meters pursuant to the terms and conditions of its tariff. Applicant/Developer shall not install meters under any circumstances.

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Tariff No. 1-W (Water)

RULE NO. 9
EXTENSIONS OF FACILITIES – SPRING CREEK

A. APPLICABILITY

The terms and conditions of this Rule No. 9 apply throughout Utility's service area as defined by Rule No. 17.

Under the provisions of this rule, Utility shall make extensions and/or alterations of its water system to serve applicants requesting service within Utility's service area. In appropriate cases, as defined in Section C, Applicants shall be required to pay their pro-rata share of existing facilities. The Yard Piping and House Piping are not part of Utility's system, and may be subject to inspection by Utility at the discretion of Utility, and always be the responsibility of the Applicant. Other applicable Rules are: Rule No. 15, Service Connections; Schedules WSCONN-1, (Cold Springs); WSCONN-2, (Pahrump); and WSCONN-3, (Spring Creek) for Service Connection Charges; Schedules WSUPP-1 (Pahrump) and WSUPP-2 (Spring Creek) for Water Supply Charges; and Schedules WSTOR-1 (Pahrump) and WSTOR-2 (Spring Creek) for Water Storage Capacity Charges; Rule No. 10, Fire Protection; and Rule No. 21, Water Rights. The payment of any other charge or rate under any other tariff schedule does not relieve an Applicant of its responsibility, as set forth in this Rule No. 9, to bear all the costs of extending water service.

Applicants for service within Utility's service area requiring extensions and/or alterations hereunder of the water system of Utility may be permitted to construct and install such extension and/or alteration under the provisions of this rule provided such construction and installation arc performed by a qualified contractor, subject to inspection and acceptance by Utility at the discretion of the Utility. Otherwise, extensions and/or alterations hereunder of the water system of Utility will be performed by the Utility or the Utility's designee at the Applicant's expense.

B. COST

All costs of such extensions and/or alterations including, but not limited to, design costs, construction costs, inspection fees and third party costs for associated professional fees incurred by Utility under this Rule No. 9 in connection with an application to serve an individual customer or an application by the Developer of a Development shall be paid for by the Applicant.

RULE NO. 9
EXTENSIONS OF FACILITIES SPRING CREEK (Continued)

B. COST (Continued)

All Rule No. 9 costs or contributions may be increased by the appropriate tax liability factor as contained in the Commission's tax rule (NAC 704.6502) when the payments are determined to be taxable by Utility, the Internal Revenue Service or other appropriate taxing entity.

The cost of all extensions and/or alterations made hereunder shall consist of the transmission and distribution facilities required to provide such service which among other things, shall include all mains, valves, fittings, regulator stations, booster pumps, reservoirs, supply, treatment facilities, service pipes and other facilities and appurtenances.

The cost of all extensions and/or alterations made hereunder shall also include Utility's cost for all regulatory, environmental and other fees, federal income taxes, engineering, permitting, inspection, testing, material, labor, transportation, net retirement costs of existing facilities if retired, associated overheads and other charges which are related to the extensions and/or alterations, including any modification or improvement of existing facilities which is required to provide adequate service.

C. COLLECTION AND DISTRIBUTION OF RE-APPORTIONMENT PAYMENTS

1. The Utility shall collect a Re-apportionment Payment from a subsequent Applicant when the subsequent Applicant connects directly to a Line Extension or Modification within 15 years after the date on which the Utility executed the Line Extension Agreement for the Line Extension or Modification. For the purpose of this Section C of Rule No. 9, a subsequent Applicant "connects directly" to a Line Extension or Modification only when the Service Connection furnished by the Utility under Rule No. 15 connects to the Line Extension or Modification which extends across the full length of the Applicant's property line.

RULE NO. 9
EXTENSIONS OF FACILITIES - SPRING CREEK (Continued)

C. COLLECTION AND DISTRIBUTION OF RE-APPORTIONMENT PAYMENTS (Continued)

2. The Re-apportionment Payment collected by the Utility shall be determined using the following formula:

$$\frac{X * (1 + (N * .03))}{Y} = Z$$

where:

X = Line Extension Cost as specified in the Proof of Costs.
N = The number of years since the execution of the Line Extension Agreement.
Y = The number of Service Connections, including the original Applicant and the subsequent Applicant from whom a Re-apportionment Payment is being collected, that connects to the Line Extension or Modification. If the Utility and the Applicant agree, the Utility shall use the linear footage as the basis for Reapportionment instead of the number of Service Connections and shall document the same in the Line Extension Agreement.
Z = The Re-apportionment Payment.

3. The Utility shall distribute the Re-apportionment Payment equally between the original Applicant and any subsequent Applicants (excluding the person from whom a Reapportionment Payment is being collected).

4. The sum of Re-apportionment Payments made to an Applicant shall not exceed the total amount paid for the line extension by the original applicant as depicted in the Proof of Costs.

RULE NO. 9
EXTENSIONS OF FACILITIES - SPRING CREEK (Continued)

D. GENERAL PROVISIONS

1. Facilities

a. All facilities, including meter and meter box, installed by Utility and/or Applicant hereunder except for the Yard Piping and House Piping shall be assigned to and remain the sole property of Utility.

b. Size, type, quality of material and location of facilities hereunder shall be selected by Utility.

c. Where either final grades of roads, streets and/or alleys, in the proximity of proposed extensions, have not been established and there is a reasonable probability that said grades or alignments will be changed within three (3) years, Utility will require that Applicant deposit cash, subject to appropriate interest of NRS 704.655, or provide an acceptable bond or other guaranty thirty (30) days prior to commencement of construction of the extension and/or alteration, in the amount of Utility's estimated cost of relocation. Upon completion of any such relocation which is made within three (3) years of the date of the original extension and/or alteration, Applicant shall advance in cash the amount of Utility's actual cost incurred in making the relocation. Where the deposit shall be adjusted within three (3) years of the date of such deposit by Applicant or Utility to reflect Utility's actual costs incurred in making the relocation, the balance, if any, shall be refunded to such Applicant.

d. All premises served by Utility shall have pipe extensions to extend the full length of the Customer's property line. Each lot shall be separately metered.

2. Easements, Rights-of-Way and Permits

a. Utility shall only permit extensions under this Rule No. 9 when such extension will be located in a public street, road or highway which Utility has the legal right to occupy or on public lands and private property across which rights-of-way, easements or permits satisfactory to and in favor of Utility, have been delivered in recordable form to Utility. If required by Utility, an ALTA policy of title insurance shall be delivered to Utility showing Utility's casement or other interest to be free of all prior liens or encumbrances.

RULE NO. 9
EXTENSIONS OF FACILITIES - SPRING CREEK (Continued)

D. GENERAL PROVISIONS (Continued)

2. Easements, Rights-of-Way and Permits (Continued)

b. Utility shall not be required to purchase rights-of-way for extensions and/or alterations made under the provisions of this rule.

c. The responsibilities for Right of Ways and recordation of easements with accurate legal descriptions performed by a Nevada licensed surveyor are the Applicant's.

3. Oversizing

The Applicant must agree to upsize facilities specified by the Utility or the Utility's engineer. If an Applicant Installation, the Applicant will be reimbursed Utility's estimated cost difference of the upsized facility or infrastructure to provide adequate service. If a Utility Installation, the final cost of the line extension will be reduced by the Utility's estimated cost difference of the upsized facility versus the infrastructure necessary to provide adequate service. This cost will consist of:

a. Utility's estimated additional cost to install the oversized facility;

b. Utility's estimated additional cost to provide and install extra trench and backfill required for the oversized facility.

If an Applicant Installation, the Applicant will be reimbursed the cost of oversizing no later than thirty (30) days after Utility acceptance of the infrastructure.

4. Disagreements or Disputes

a. In case of disagreement or dispute regarding application of any provision of this rule, or in circumstances where application of this rule appears unreasonable to either party, Utility or Applicant may refer the matter to the Public Utilities Commission of Nevada for determination.

RULE NO. 9
EXTENSIONS OF FACILITIES - SPRING CREEK (Continued)

D. GENERAL PROVISIONS (Continued)

4. Disagreements or Disputes (Continued)

b. In the event noted in Section D.4.a., above, both Applicant and Utility shall make such advance(s) as otherwise required hereunder and Applicant or Utility, whichever is the responsible party, shall proceed with the construction and installation of the extension and/or alteration required to provide the requested service.

5. Special Provisions

a. All Applicants requesting service under the provisions of this Rule No. 9 shall be provided details of estimated costs and other data setting forth the terms and conditions under which Utility shall make extensions and/or alterations hereunder.

b. All Applicants requesting deviation from any of the terms and conditions of this Rule No. 9 shall be required to enter into a written extension agreement containing the terms and conditions under which Utility shall make the extension and/or alteration. Such agreement shall be filed for approval with the Public Utilities Commission prior to commencement of construction. Construction of facilities, however, may commence if agreed in writing by both parties.

c. Subject to Utility approval of assignee, any application for service entered into under this Rule No. 9 may be assigned upon written notice to Utility by the holder of said application for service, as shown on Utility's records.

d. Construction may not commence until all permits including a UEPA, if necessary, are obtained.

RULE NO. 9
EXTENSIONS OF FACILITIES - SPRING CREEK (Continued)

D. GENERAL PROVISIONS (Continued)

5. Special Provisions (Continued)

e. Construction not may begin until the Applicant has executed a legally binding agreement with the Utility for the line extension and all tariff fees pertaining to the project are paid to the Utility.

f. Utility will provide for a 90 day grace period prior to dedication of any water tights required pursuant to Rule No. 21 of this tariff starting from the date of the executed agreement, but; in no circumstances will service be provided prior to the dedication of necessary water rights.

E. ENGINEERING AND PLAN REVIEW

1. The Applicant must initially provide Utility with plans and load information in a timely manner to allow Utility to develop detailed plans, costs and a construction schedule.

2. All design, plans and specifications shall be:

a. Prepared at the Applicant's expense by a Nevada Licensed Engineer;

b. Shall be accompanied by survey maps to suitable scale and AutoCAD compatible files showing street, casement and lot layouts, and if requested by Utility, contours or other indications of relative elevations of various parts of the area to be developed;

c. As requested by Utility, Applicant shall furnish any required property ownership, property description, plot plan or record of survey information concerning the area to be served under the provisions of this rule.

RULE NO. 9
EXTENSIONS OF FACILITIES - SPRING CREEK (Continued)

E. ENGINEERING AND PLAN REVIEW (Continued)

d. To Utility's Standards and Specifications and the governmental standards of the authority(s) with jurisdiction, including State Fire Protection requirements pursuant to Rule No. 10, with the most stringent requirements being applicable;

e. Approved by Utility as well as other utilities and government agencies with jurisdiction.

3. Utility Plan Review requirements shall be:

a. Performed at the Applicant's expense by a Nevada Licensed Engineer approved by the Utility;

b. May be waived upon written agreement of the Utility and Applicant with the Applicant assuming any and all liabilities for errors in original engineering document.

4. All redline corrections from plan review shall be made at the Applicant's expense prior to construction commencing.

5. If changes are made subsequent to the presentation of the aforesaid information and these changes require additional expense to Utility in the following, but not limited to, costs in revising plans, specifications, construction and cost estimates or actual costs, these additional expenses shall also be borne by the Applicant.

6. All changes to plan whether during engineering and/or construction must be pre-approved in writing by Utility.

RULE NO. 9
EXTENSIONS OF FACILITIES - SPRING CREEK (Continued)

F. CONSTRUCTION

1 Work performed by the Applicant shall be performed in such a manner as to permit Utility to perform its work without delay and in an efficient manner.

2. All work shall be performed by a Utility recognized qualified contractor.

3. All work shall be in accordance with approved plans and to Utility's Standards and Specifications and the governmental authority(s)' with jurisdiction standards and specifications following the stricter of any and all applicable standards.

G. APPLICANT INSTALLATIONS

Applicant(s) for line extensions shall have the option of installing facilities when agreed upon in writing by Utility. In such event, Applicant(s) shall also construct and install service pipes and metering facilities within the streets and other right-of-ways and shall provide Utility with a statement of actual construction costs, in reasonable detail, prior to acceptance of such construction of facilities and within forty-five days of completion of construction including all Utility punch list items. All meters will be installed by the Utility or Utility's designee only.

1. Conditions for Applicant Installation of Facilities

a. All phases of the project installation shall be subject to inspection by Utility at the Applicant's expense. The Applicant must provide Utility written notice 48 hours before construction begins. A preconstruction kickoff meeting may be required by Utility prior to construction beginning. Applicant shall coordinate the construction and installation of facilities with Utility so the Utility may inspect the facilities at Applicant's expense as Utility deems necessary.

RULE NO. 9
EXTENSIONS OF FACILITIES - SPRING CREEK (Continued)

G. APPLICANT INSTALLATIONS (Continued)

1. Conditions for Applicant Installation of Facilities (Continued)

b. The Applicant's contractor must be a Utility qualified contractor. The contractor must be licensed in Nevada and have sufficient qualified personnel and sufficient reliable equipment to perform in a workmanlike manner as well as proof of sufficient insurance provided to Utility before installation is commenced.

c. The Applicant and its contractor must comply with all construction standards and/or governmental requirements including, but not limited to, a UEPA from the Commission and any OSHA, State, County, City, Special District, Homeowners' Association, and/or other government agencies with jurisdictions requirements, which may apply in all phases of the project installation.

d. The Applicant must provide all material submittals in accordance with the Standards and Specifications of Utility and other government agencies' with jurisdiction standards and specifications, with the most stringent requirements being applicable and all material provided will be subject to acceptance by Utility, based on inspections by Utility at Applicant's expense.

e. If, during installation of the facilities under provisions of an Applicant installation, the Applicant's contractor, for any reason, must cease work on the installation, Utility must be notified in writing by the contractor immediately explaining why work ceased. The Applicant must provide Utility written notice 48 hours before construction work recommences unless otherwise agreed to by Utility. A failure to comply with this provision shall result in a penalty of two hundred fifty dollars ($250.00) per violation.

f. The Applicant must start the project in accordance with Utility's established schedule and pursue the work at a satisfactory rate.

RULE NO. 9
EXTENSIONS OF FACILITIES - SPRING CREEK (Continued)

G. APPLICANT INSTALLATIONS (Continued)

2. Approval of Facilities

a. Applicant shall provide Utility written notice within 48 hours after qualified contractor completes construction of facilities/ infrastructure.

b. Utility shall perform or cause to be performed a final inspection at Applicant's expense within a reasonable time after it receives the notice required by this Rule No. 9.

c. Utility shall approve or reject the facilities in writing within a reasonable time after it completes the final inspection required by this Rule No. 9. If facilities are rejected, Utility will provide a punch list of the necessary items to be completed before acceptance. This Section (G.2.c) may be repeated at the Utility's discretion.

3. Guarantee and Warranty

Applicant shall guarantee all materials and workmanship against defects for a period of one year following final acceptance by Utility.

RULE NO. 9
EXTENSIONS OF FACILITIES - SPRING CREEK (Continued)

H. UTILITY INSTALLED FACILITIES

1. Advances/Deposits

The deposit/advance required to proceed with any and all extensions and/or alterations made under the provisions of this Rule No. 9 shall be Utility's estimated cost of making such extensions and/or alterations which is in accordance with Utility's construction practices. Utility's estimated cost shall also be used to determine preconstruction advances hereunder. Estimates provided hereunder shall be valid for a period of three (3) months after the date of transmittal. The advance required under this Rule 9 will be increased to cover federal income taxes.

a. A deposit, equal to Utility's estimated cost, in accordance with Section H, will be required thirty (30) days prior to the start of construction on any extension(s) and/or alteration(s) made under the provisions of this Rule No. 9.

i. In no case shall the deposit/advance be depicted by less than 50% of the original deposit, until the projected costs for the completion of the project are less than 50% of the original deposit.

ii. If an Extension Agreement is executed between such Applicants and Utility within twelve (12) months after detailed plans, specifications and cost estimates are furnished, the aforesaid deposit or deposits shall become a part of any required advances.

iii. If an Extension Agreement is not executed between such Applicants and Utility within twelve (12) months after detailed plans, specifications and cost estimates are furnished, the aforesaid deposit or deposits shall be forfeited.

RULE NO. 9
EXTENSIONS OF FACILITIES - SPRING CREEK (Continued)

H. UTILITY INSTALLED FACILITIES (Continued)

1. Advances/Deposits (Continued)

b. Utility may require an acceptable bond or guaranty at the discretion of the Utility.

c. When an Applicant for service posts an acceptable bond or guaranty in lieu of cash, such Applicant shall advance estimated costs in cash as construction progresses thirty (30) days prior to construction of the extension and/or alteration of each such phase thereof.

d. In those instances where more than one Applicant is to be serviced from the same extension and/or alteration, the total advance required from such group of Applicants shall be apportioned among the members of the group in such manner as they may mutually agreed upon and provide to the Utility in writing. It shall equal Utility's total cost for providing service to the group.

e. Utility shall provide Applicant/Developer a final accounting. Utility will apply the Applicant's deposit against the Third Party Costs, and will either refund any remaining balance to the Applicant, or bill the Applicant for any outstanding balance pursuant to Section B of this Rule No. 9 should the Developer Deposit be found in arrears for any reason. Utility shall provide copies of all third party invoices with the final invoice.

i. Any and all outstanding balances due to Utility must be paid in full prior to receiving service from the Utility.

ii. Any refund due and payable to the Applicant/Developer will be posted in the US mail no later than 90 days from the date of the final invoice.

iii. Refunds due and payable pursuant to any agreement entered into under this Rule No. 9 may be assigned upon written notice to Utility by the holder of said Agreement, as shown on Utility's records. Such assignment shall apply only to those refunds which become due more than thirty (30) days after date of acknowledgment of receipt by Utility of the notice of assignment.

RULE NO. 9
EXTENSIONS OF FACILITIES - SPRING CREEK (Continued)

H. UTILITY INSTALLED FACILITIES (Continued)

1. Advances/Deposits (Continued)

f. It shall be Utility's intention to install facilities hereunder as soon as possible following completion of Applicant's obligations; however, due to work load fluctuations and Utility's obligations to perform unscheduled emergency work, both of which are beyond control of Utility, Utility will not be held responsible for damages or other inconveniences resulting from unavoidable delays in construction of facilities installed hereunder by Utility.

I. DEDICATION AND ACCEPTANCE OF FACILITIES

1. All Line Extension Facilities, facilities, improvements and real property dedicated to Utility shall be free and clear of liens and encumbrances. Applicant/Developer shall provide documentation to Utility's satisfaction demonstrating the cost of the facilities and that facilities, improvements and real property are free and clear of all liens and encumbrances as well as a bill of sale. Such documentation may include, but is not limited to, invoices, UCC litigation search documentation, lien waivers and releases from contractors, subcontractors and vendors for materials, equipment, suppliers and construction of Line Extension Facilities.

   Utility may impose other reasonable terms and conditions on the acceptance that the Applicant/Developer demonstrate that all Line Extension Facilities have received necessary local government approvals.

2. Subsequent to inspection by Utility, and for one year following Utility's final acceptance of the Line Extension Facilities and any dedicated Applicant construction, Applicant/Developer shall, at Utility's option and request, promptly correct, or cause to be corrected, all defects and deficiencies in construction, materials and workmanship, at Applicant/Developer's sole cost and expense or reimburse Utility for Utility's costs of correcting all defects and efficiencies in construction, materials and Workmanship. Warranty requirements of any government agency with jurisdiction shall be the responsibility of the Applicant/Developer.

RULE NO. 9
EXTENSIONS OF FACILITIES - SPRING CREEK (Continued)

I. DEDICATION AND ACCEPTANCE OF FACILITIES (Continued)

3. Applicant/Developer shall convey to Utility or provide by recorded subdivision plats, in either case, at no cost or expense to Utility, such easements or rights-of- way within the Property for the Facilities and off-site interconnections and the use, operation and maintenance thereof as Utility shall reasonably require for the performance of Utility's obligations under this Rule. All easements and rights-of- way shall be in a form satisfactory to Utility.

4. Applicant/Developer shall convey to the Utility all final as-built drawings with Nevada licensed engineer's wet stamp.

5. Upon all provisions of this Rule No. 9 and all other pertinent tariff rules being met and Utility has accepted conveyance of the plant and or facilities constructed by Applicant/Developer, Utility shall provide a Letter of Acceptance to the Applicant which reflects the Utility's acceptance of the conveyance of the facilities.

RULE NO. 10
FIRE PROTECTION

A. SERVICE FACILITIES INSTALLATION

1. Fire protection service will be installed at the expense of the Applicant by the Utility or other responsible party acceptable to both the Utility and the public official having jurisdiction in the area.

2. Fire hydrants and private and public fire protection facilities will be installed to the requirements of the Utility and the public official having jurisdiction.

B. FIRE HYDRANT MAINTENANCE

1. In maintaining those fire hydrants the Utility is required to maintain pursuant to NRS 704.660(2), the Utility shall comply with the fire hydrant maintenance requirements of NAC Chapter 704.

2. The Utility shall:

   a. Maintain the fire hydrant in compliance with:

      i. The International Fire Code, as adopted by the Commission; and

      ii. The Uniform Plumbing Code, as adopted by the Commission.

   b. Inspect and operate the fire hydrant:

      i. Not less than once each year; and

      ii. Not later than 3 days after receiving notice that the fire hydrant is not in compliance with the International Fire Code or the Uniform Plumbing Code.

RULE NO. 10
FIRE PROTECTION (Continued)

B. FIRE HYDRANT MAINTENANCE (Continued)
2. The Utility shall: (Continued)

c. If the Utility discovers that the fire hydrant is not in compliance with the International Fire Code or the Uniform Plumbing Code, the Utility shall, not later than 24 hours after the discovery:

i. Notify the local agency having jurisdiction over fire protection;

ii. Install and maintain on the fire hydrant an out-of-service ring or bag that is approved by the local agency having jurisdiction over fire protection;

iii. Repair the fire hydrant as soon as practicable, but in any case, not later than 30 days after discovery of the noncompliance unless the local agency having jurisdiction over fire protection agrees to a later date for the completion of the repairs and the Utility notifies the Commission of the agreement.

d. Paint and maintain the fire hydrant in a color scheme that is approved by the local agency having jurisdiction over fire protection.

e. Obtain the approval of the local agency having jurisdiction over fire protection and the Commission before removing a fire hydrant from service.

f. If the local agency having jurisdiction over fire protection has established a plan for inspecting fire hydrants, coordinate the Utility's inspections with the local agency.

C. UNAUTHORIZED USE OF PUBLIC OR PRIVATE FIRE HYDRANTS

When it is found that a public or private fire service is being used for purposes other than standby fire protection, the Utility shall notify the Customer and the public safety official having jurisdiction of the unauthorized use. Failure to discontinue unauthorized use will be cause for shutoff of all non-fire related service to the Customer and subject the customer to other penalties and charges set forth in Rule No. 15 (G) of this tariff. The Customer will be charged for the water consumed through the unauthorized use as the Utility may deem appropriate being consistent with established water rates.

RULE NO. 11
ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

A. ESTABLISHMENT OF CREDIT

Each Applicant applying for service will be deemed to have established satisfactory credit upon qualifying under any one of the following conditions:

1. Applicant has been a previous Customer of the Utility and during the last twelve (12) consecutive months of that prior service has paid all bills for service without having been disconnected for nonpayment thereof at any and all owned properties.

2. The Applicant, who has not been a Customer of the Utility within the immediately preceding twelve (12) months, provides proof from another utility that Applicant has maintained service from the other utility for the last twelve (12) months with all bills being paid on time and no disconnection occurring for non-payment or violation of the prior utility's tariffs, rules or regulations.

3. Applicant makes the deposit prescribed in Rule No. 12 under "Deposits."

4. Applicant arranges a guarantor satisfactory to the Utility for the payment of Applicant's bills for service:

   a. A guarantor must be a customer of the utility providing service to the customer for whom the guarantor is acting;

   b. The liability of a guarantor is limited to the amount of the deposit that the customer otherwise would have been required to pay and ceases after the date the deposit otherwise would have been required to be returned;

   c. A guarantor who is required to make any payment for a customer may pay the amount owed within a period of not more than three (3) months. If payment is not made within that period, the utility may terminate service to the guarantor without notice.

5. Any Applicant who is applying for any class of service, except residential service, will be required to establish credit by making the deposit prescribed in Rule No. 12.

RULE NO. 11 (Continued
ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT (Continued)

B. RE-ESTABLISHMENT OF CREDIT

1. An Applicant who is a former Customer of the Utility and during the last twelve (12) months of that prior service had an unpaid balance with the Utility for any premises will be required to pay any unpaid balance due to the Utility and may be required to re-establish credit by making the deposit prescribed in Rule No. 12 under "Deposits".

2. A Customer whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due the Utility for the premises for which service is to be restored and may be required to pay a reconnection charge as prescribed in Rule No. 6 under "Discontinuance and Restoration of Service" and to re-establish credit by making the deposit prescribed in Rule No. 12 under "Deposits" before service is restored.

RULE NO. 12
DEPOSITS

A. AMOUNT TO ESTABLISH OR RE-ESTABLISH CREDIT

1. The amount of the deposit shall be at the discretion of the Utility and is subject to change if found to be insufficient, but shall not exceed two months' estimated maximum billings. In no case shall the deposit be less than ten dollars ($10.00) for Cold Springs, Pahrump, Spanish Springs, and Spring Creek. Estimated maximum billings will be established through historical consumption. Historical consumption is based on bills for consumption during a prior relevant 12-month period for which consumption data is available. The twelve (12) month period is not required to be the most recent prior (12) month period. If consumption data is unavailable for a relevant twelve (12) month period, the amount of the deposit will be determined using an estimate of consumption based on water dedication requirements found in Rule No. 21. Current tariff rates for consumption plus applicable base rate will then be applied to determine the estimated maximum billing.

2. For Account Re-Establishment, the amount of deposit shall be at the discretion of the Utility and is subject to change if found to be insufficient, but will not exceed two (2) months' estimated maximum billing.

B. CONSTRUCTION METER DEPOSIT

A Customer who requests a meter for construction water purposes within the service territory must deposit Nine-Hundred Dollars ($900) with the Utility and supply County approved plans or permits prior to receiving the meter. The deposit will be returned to the Customer when the Customer returns the undamaged meter. Failure to return the meter or return of a damaged meter will result in the forfeiture of the deposit to the Utility.

C. APPLICABILITY TO UNPAID ACCOUNTS

Deposits made under this rule will be applied to unpaid bills for service when such service has been discontinued.

RULE NO. 12
DEPOSITS (Continued)

D. RETURN OF DEPOSITS

1. Discontinuance of Service

Upon discontinuance of service, the Utility will refund the balance of the Customer's deposit in excess of unpaid bills for that service for which the deposit was made.

2. Timely Payments

Upon twelve (12) consecutive monthly payments of the Utility's bills rendered with no more than on late payment assessed.

E. INTEREST ON DEPOSIT AND REFUNDS

Interest specified by the Commission in accordance with Nevada Revised Statutes will be paid on outstanding active Customer deposits held by the Utility from the date of deposit until the date of settlement or withdrawal of deposit. Should such deposits be held by the Utility for a period of one (1) year or more and the depositor continues to be a Customer for that service for which the deposit was made, the deposit and interest, shall first be applied on any unpaid bills, and the balance refunded to the Customer.

RULE NO. 13
TEMPORARY SERVICE

A. ESTABLISHMENT OF TEMPORARY SERVICE

The Utility will, if no undue hardship to its existing consumers will result therefrom, furnish temporary service under the following conditions:

1. The Applicant will be required to pay to the Utility, in advance, the estimated net cost of installing, pursuant to Rule No. 9, and removing the facilities necessary to furnish the service.

2. Where the duration of service is to exceed one month, the Applicant may also be required to establish his credit in the manner prescribed, pursuant to Rule No. 11, for permanent service.

3. In addition to all costs applicable to the installation of facilities, cost of temporary extensions and/or alterations shall include the net cost of retirement of facilities previously installed hereunder.

B. TEMPORARY SERVICE

A Customer who obtains water service from the Utility shall be metered and pay the base rates and commodity rates per the appropriate schedule whether temporary in nature or not.

RULE NO. 14
DISPUTED BILLS

In case of a dispute between a Customer and the Utility as to the correct amount of any bill rendered by the Utility for water service furnished to the Customer, the Customer will deposit with the Utility the amount claimed by the Utility to be due.

Failure on the part of the Customer to make such deposit within fifteen (15) days after written notice by the Utility shall warrant the Utility in discontinuing the service to the Customer without further notice.

In the event of dispute between the Customer and the Utility respecting any bill, charge or service, the Utility shall forthwith make such investigations as shall be required by the particular case, and report the result thereof to the Customer. In the event that the complaint cannot be satisfactorily adjusted, the Utility or the Customer may make application to the Public Utilities Commission of Nevada for consideration of the complaint, and the Utility shall notify the Customer that he has the privilege of appeal to the Commission as indicated in this rule.

PUCN Consumer Complaints Division
puc.nv.gov

Northern Nevada
1150 E. William St.
Carson City, NV 89701
775-684-6100

Southern Nevada
9075 W. Diablo Dr., Suite 250
Las Vegas, NV 89148
702-486-2600

RULE NO. 15
SERVICE CONNECTIONS AND CUSTOMER'S FACILITIES

A. INSTALLATION

If Applicant's premises do not have main across property to the farthest point from the Utility's existing distribution system, Rule No. 9 is applied before Rule No. 15.

Service facilities will be provided by Utility in accordance with the following provisions:

1. Utility Service Agreement Requirements

A written Utility Service Agreement shall be required by the Utility prior to any service connection work or design being performed. The Applicant shall provide any and all information which will assist Utility in properly sizing and locating the service lateral, including a description of the development, if necessary, an engineer's estimate of the development's water use requirements and plumbing plans of the private facilities. Utility Service Agreement shall be accompanied by payment of all applicable fees per this Tariff, including any third party costs associated with providing service to the premise.

2. Liability for Accuracy

In the event that an applicant provides incorrect supporting information to the Utility to size and locate the service connection or requests a change in the size or location, the Applicant shall pay any and all costs incurred by reason of such corrections and/or changes.

RULE NO. 15
SERVICE CONNECTIONS AND CUSTOMER'S FACILITIES (Continued)

A. INSTALLATION (Continued)

3. Determination of Size

Utility reserves the right to determine the size of the service connection to be installed, giving consideration to the individual capacity requirements of the applicant and the existing capacity of the main to which the service is connected. No service connection shall be approved if the proposed size is larger than can be supplied by the main or would adversely affect reasonable and reliable service to other customers. Utility may at its discretion require engineering design to be completed at the expense of the applicant.

4. Adequacy of Main

In the event an existing main capacity is determined to be insufficient to meet the requirements of an applicant, whether through consumption requirements or through fire protection requirements as established by the Fire Chief or other public official having jurisdiction in the area, and a main extension will provide for those requirements, provisions of Rule No. 9 and this Rule No. 15 applying to main extensions will be followed. Whenever two mains are available from which service can be provided, Utility shall at its discretion determine the main to which the service connection will be made. Mains are required to run across property pursuant to Rule No. 9.

5. Location of Yard Line

The Customer's yard line or piping shall extend to that point behind the curb line or property line to provide ease of access to the Utility from its existing distribution system or require the least extension of the existing distribution main. The Customer shall consult with the Utility, and the Utility shall approve the proposed location of the Customer's yard line or piping before the Customer extends the Customer's yard line or piping. Installation of yard and house piping is the responsibility of the Applicant.

RULE NO. 15
SERVICE CONNECTIONS AND CUSTOMER'S FACILITIES (Continued)

A. INSTALLATION (Continued)

6. Service Connections

The Utility will furnish and install a service connection of suitable capacity, from its water main to a point to be determined by the Utility between the existing or proposed curb line and the property line of the premises abutting upon a street or other thoroughfare to serve a justified need of a permanent water Customer.

The Customer shall pay a service connection charge as set forth in Schedules WSCONN-1, (Cold Springs); WSCONN-2, (Pahrump); WSCONN-4, (Spanish Springs); and WSCONN-3, (Spring Creek) for Service Connection Charges. The service connection charge will cover the cost of a service pipe from the Utility main to the point of service connections, and the cost of taps, fittings, valves, meter box (if required) and their installation. Schedules WSCONN-1, (Cold Springs); WSCONN-2, (Pahrump); and WSCONN-3, (Spring Creek) for Service Connection Charges will be used for any customer requested modifications(s) to the service connection after original installation.

Only duly authorized employees or agents of the Utility will be permitted to install a service connection, taps, fittings, valves, pipe, or meter box from the Utility's main to the Customer's premises, without prior written permission of the Utility. All meters will be set by the Utility or the Utility's authorized contractor.

Service Connection charges will be borne by the Applicant for service. Connection charges will be as set forth in Schedules WSCONN-1, (Cold Springs); WSCONN-2, (Pahrump); WSCONN-4 (Spanish Springs); and WSCONN-3, (Spring Creek) for Service Connection Charges.

7. Installation of Yard Pipe

The Utility will not be responsible for the installation of the water pipe lines beyond the end of the Utility's service connection or meter. It shall be the owner's and/or Customer's responsibility to determine that fixtures and piping shall conform to the requirements of all State, County, or Municipal ordinances, laws and regulations and be properly maintained.

RULE NO. 15
SERVICE CONNECTIONS AND CUSTOMER'S FACILITIES (Continued)

B. UTILITY INSTALLATION REQUIREMENTS

Utility will maintain all equipment and materials for service and meter installations from existing lines to the meter, excluding the house and yard piping. Ownership and title to all such equipment and materials shall be and remain the Utility's. Utility has adopted Standards and Specifications for all facilities constructed in its service area.

1. Utility shall:

   a. Designate the location of the service connection and meter yoke.

   b. Specify the type and size of the meter box and yoke.

   c. Furnish and install a meter of suitable capacity.

C. NUMBER OF METERS AND SERVICE PIPES

Any multiple service within the service territory shall be individually metered unless the Utility approves otherwise. See Rule No. 20.

D. RELOCATION OF METERS AND SERVICE PIPES

In those instances where relocation of the meter service in whole or in part is required for the convenience of Applicant or Customer or is made necessary by acts of such persons or their representatives which create hazards or which make the meter inaccessible, such relocation will be performed by the Utility at the expense of such Applicant or Customer pursuant to Schedules WSCONN-1, (Cold Springs); WSCONN-2, (Pahrump); WSCONN-4 (Spanish Springs); and WSCONN-3, (Spring Creek) for Service Connection Charges.

In those instances where relocation of the meter service in whole or in part is required for maintenance of service of the Utility, such relocations will be performed by Utility at its expense.

RULE NO. 15
SERVICE CONNECTIONS AND CUSTOMER'S FACILITIES (Continued)

E. SEALING OF METERS

All meters shall be sealed by Utility at the time of installation and no seal shall be altered or broken by anyone other than one of Utility's employees. Customer shall be held responsible for the breaking of seals, tampering or interfering with metering equipment and shall be required to pay Utility's actual cost to repair or replace the meter and seal. Only Utility authorized personnel are permitted to handle a water meter. Turning a Utility meter on or off is considered tampering. Possession of Utility keys by other than Utility authorized personnel is considered tampering. Purposefully preventing a meter from being accurately read through blockade, hazard or other means is interfering.

F. CONNECTION TO UTILITIES FACILITIES

Only employees, agents or others specifically authorized by Utility shall be permitted to connect service facilities to or disconnect same from Utility's water distribution system.

G. CROSS-CONNECTION CONTROL

Where any water pipe on a Customer's premises is cross-connected to another source of water supply, the Utility may refuse or discontinue service until there shall be installed at the expense of the Customer suitable protective devices, approved by the Utility, to protect against back-flow into the Utilities system, as required by the governmental authorities having jurisdiction. Customer or Applicant will own and maintain said cross-connection protective device(s) and provide to Utility each year the annual inspection report by a licensed cross- connection inspector and follow the Utility's State approved Cross Connection Control Plan and this Section G can cause the imposition of penalties set forth in the following Section H.

RULE NO. 15
SERVICE CONNECTIONS AND CUSTOMER'S FACILITIES (Continued)

H. PENALTIES

NRS 445A.710 provides that, "Any person who knowingly makes any false statement, representation, or certification in any application, record, report, plan or other document filed or required to be maintained by the provisions of NRS 445A.300 to 445A.730, inclusive, or by any permit, rule, regulation or order issued pursuant thereto, or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required to be maintained under the provisions of NRS 445A.300 to 445A.730, inclusive, or by any permit, rule, regulation or order issued pursuant thereto, is guilty of a gross misdemeanor and shall be punished by a fine of not more than Ten Thousand Dollars ($10,000) or by imprisonment in the county jail for not more than one (1) year, or by both fine and imprisonment."

In addition, the Utility will assess penalties for tampering or interfering with metering equipment, providing false information, violating the Cross-Connection Plan or connecting or disconnecting from Utility facilities without Utility authorization as follows:

1st Offense	-	$ 25.00 per day
2nd Offense	-	$ 50.00 per day
3rd Offense	-	$100.00 per day
4th Offense	-	$250.00 per day

Each day or portion thereof during which a violation continues may constitute a separate offense. In addition, any person, customer or legal entity who has been previously warned is subject to the next penalty level. Unauthorized use will be billed pursuant to Rule No. 5.

I. PRESSURE DEVICES

Customers who wish to adjust pressure to their yard or house piping may do so by installing pressure devices including, but not limited to, pressure reducing valves or booster pumps, at their own expense on the Customer side of the meter. These pressure devices shall be considered a part of the yard and/or house piping and shall be the responsibility of the Customer. (See Rule No. 2)

RULE NO. 15
SERVICE CONNECTIONS AND CUSTOMER'S FACILITIES (Continued)

J. MAINTENANCE AND REPLACEMENT

Utility shall be responsible for the maintenance and replacement of its facilities and Customer shall be responsible for the maintenance and replacement of all other facilities required for the receipt of service from Utility. Utility will not be responsible for the installation and maintenance of the water lines beyond Utility's service connection. It shall be the Applicant, owner and/or Customer's responsibility to determine that fixtures and piping conform to all State, County, and/or Municipal ordinances, laws and regulations be properly maintained.

Applicant shall pay for the cost of the replacement of the service line connection and/or meter at the Utility's determination of need if there has not been at least twelve (12) months consecutive use of the existing facilities, where the type of use changes, and/or when the Customer applies for expanded service.

K. RIGHT OF ACCESS

Upon application for service and the establishment of service pursuant thereto, Applicant or Customer shall be deemed to grant to Utility and its assigns, to whatever extent Customer may be empowered to make such grant, an irrevocable easement upon and through Customer's premises for the location of the facilities required to provide service. Any such grant from the owner of the premises serviced shall be deemed to be an easement running with the land, and shall bind such Applicant's or Customer's heirs and assigns.

Utility will, at all reasonable times, have the right of access to a Customer's premises for any purpose normally connected with the furnishing of service and the exercise of the rights secured to it by law or these rules.

L. RESPONSIBILITY FOR LOSS OR DAMAGE

Utility will not be responsible for any loss or damage caused by any negligence or wrongful act of a Customer or Customer's authorized representative in installing, maintaining or operating the service facilities or utilizing equipment for which service is supplied.

Customer shall exercise reasonable care to prevent the facilities of Utility upon such Customer's premises from being damaged or destroyed; shall refrain from interfering with the same and, in case any defect therein shall be discovered; shall immediately notify Utility thereof.

RULE NO. 15
SERVICE CONNECTIONS AND CUSTOMER'S FACILITIES (Continued)

L. RESPONSIBILITY FOR LOSS OR DAMAGE (Continued)

Any person or person's causing damage to any water devices or appurtenance belonging to Utility by any willful or negligent act shall be responsible for payment of all costs for repair or replacement of such damaged property and may be assessed fines or penalties pursuant to Section G of this Rule No. 15.

The Customer will be held responsible for damage to Utility's facilities and other property resulting from the use or operation of appliances and facilities on Customer's premises, including, but not limited to, damage caused by steam, hot water, chemicals, etc.

M. INCOME TAX ON CONNECTION FEES

The tax gross up, if applicable to Utility, shall be included in the Applicant's total cost and shall be collected by Utility prior to construction. Any such fee or such tax gross up charge will be adjusted to recover the cost of Federal Income Tax in accordance with NAC 704.6532.

SAVE FOR FUTURE USE

SAVE FOR FUTURE USE

SAVE FOR FUTURE USE

SAVE FOR FUTURE USE

RULE NO. 16
SERVICE LINE AND FACILITIES INSTALLED BY CUSTOMER IN SPECIAL CASES

In special cases where extension of Utility's mains to a point adjacent to Customer's premises is not feasible, in the opinion of the Utility, Customer may lay service pipe, at his own expense, from point of use to point where tap can be made directly to Utility's then existing main.

In such cases, the Utility shall be obligated to maintain reasonable pressure and quantity of flow at the point of connection to its main only, and Customer shall assume all responsibility and cost for maintenance, operation and replacement of his service line and the pressure and flow therein.

If additional facilities, including but not limited to, a booster pump, should be required in Customer's service line to provide adequate pressure for Customer's service, above the pressure delivered normally by Utility at point of connection of Customer's service line to the Utility's main, Customer shall provide, operate, maintain and replace such facilities, all at his own expense.

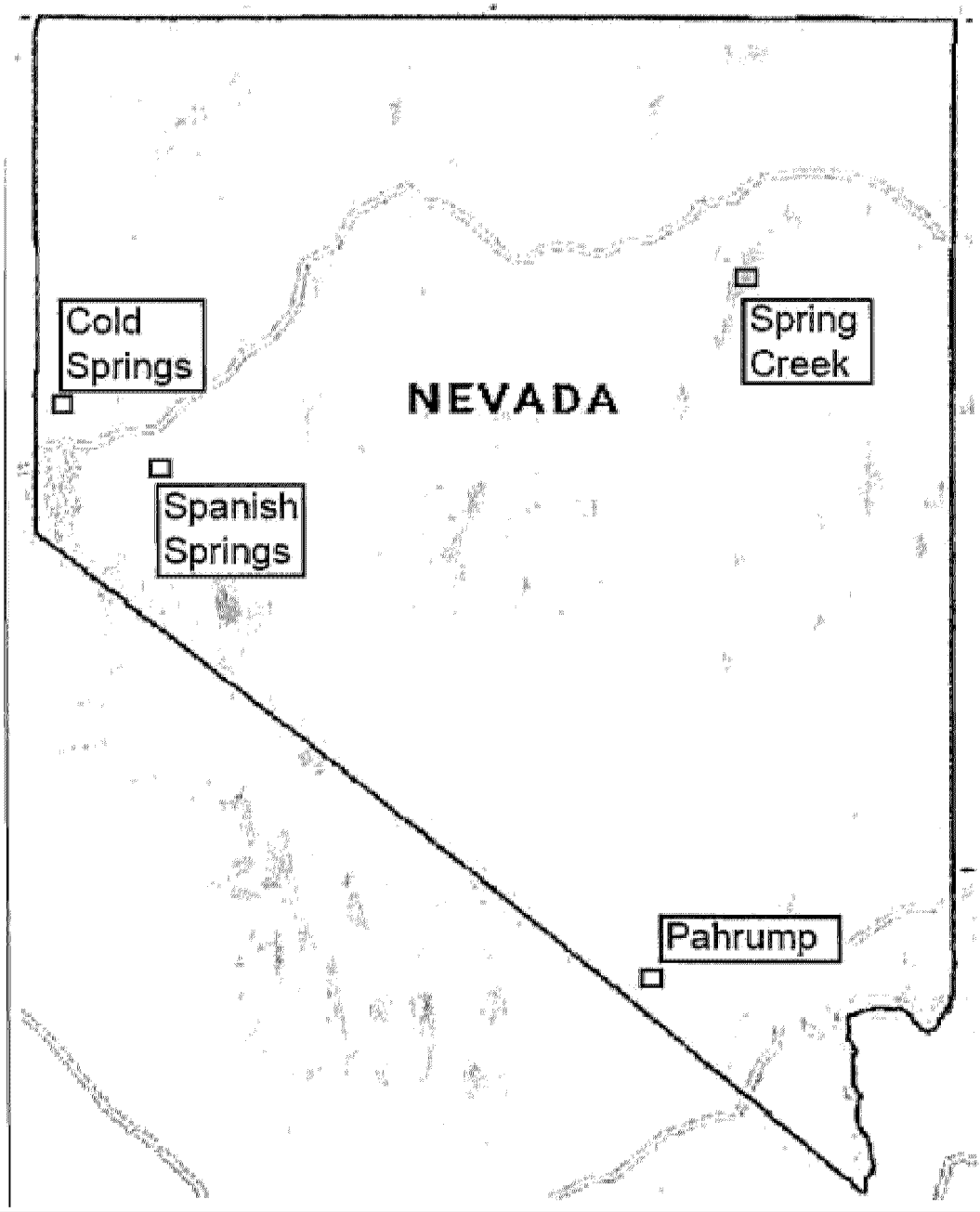
Utility shall at no time in the future be required to lay additional main beyond the original point of delivery to supply water to said Customer or others supplied through said Customer's service.

Original Customer shall pay all charges for water delivered through his service, at point of connection to the main, whether to his own premises or those of others which may be connected to such service.

Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY T

A. MAPS

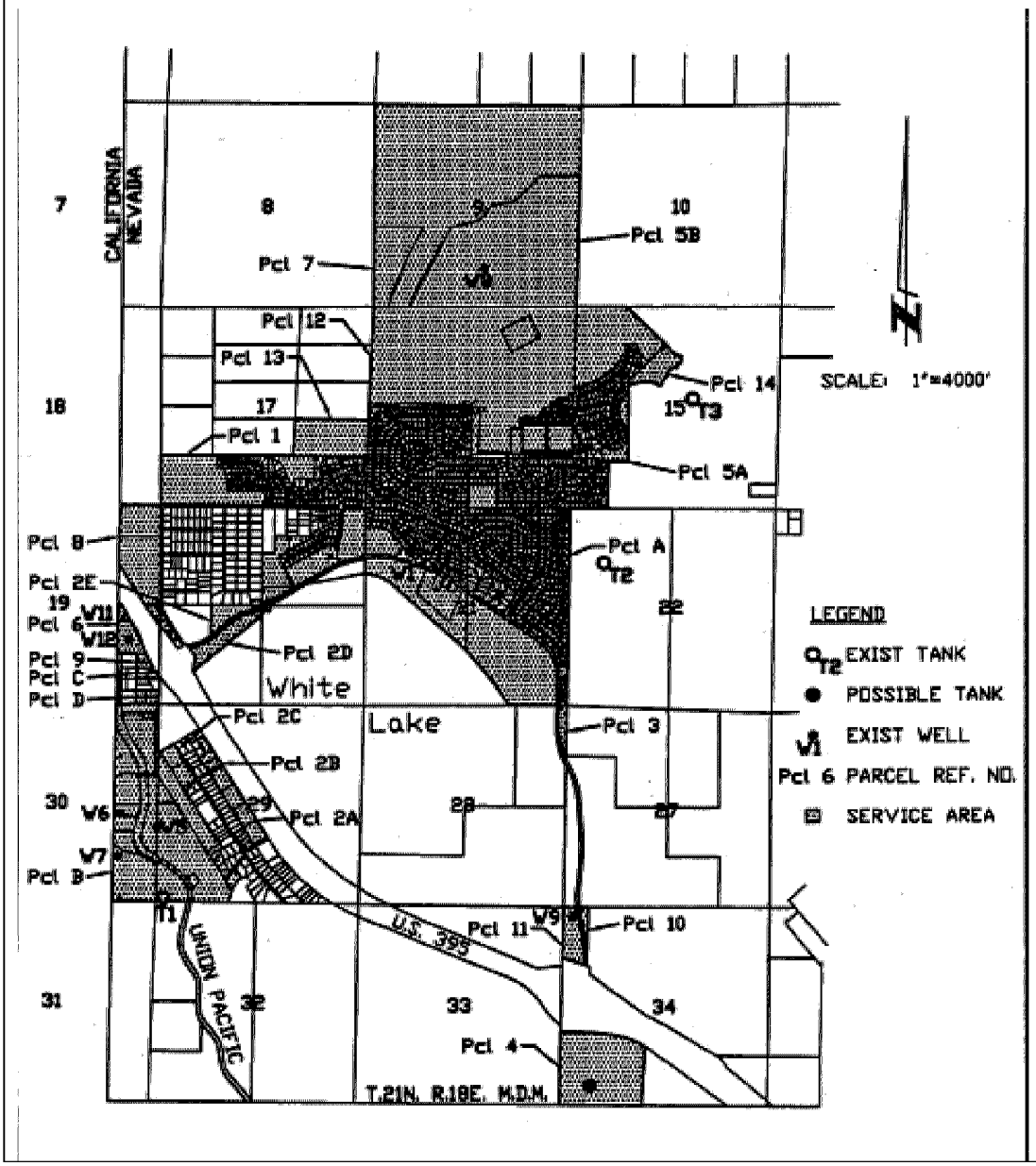


Issued:
Effective:
Advice No.:

Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

Tariff No. 1-W (Water)

RULE NO. 17
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS



Issued:
Effective:
Advice No.:

Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL A

The following describes a parcel of land situated within the S 1/2 of Section 16, Section 21, and the NE 1/4 of Section 20, T21N, R18E, M.D.M., Washoe County, Nevada being more particularly described as follows:

BEGINNING at the section corner common to Sections 16, 17, 20 and 21, T21N R18E, M.D.M., and proceeding along the west line of said Section 16, N 01° 47' 04" E 2635.43 feet to the W 1/4 corner of said Section 16.

Thence S 89° 56' 14" E, 2658.68 feet to the center of said Section 16
Thence S 01° 38' 13" E, 1324.37 feet
Thence S 89° 46' 39" E, 2661.12 feet to a point on the east line of said Section 16.
Thence along said line S 01° 21' 35" W, 1331.63 feet to the corner common to Sections 15, 16, 21, and 22, T2IN, R18E, M.D.M.

Thence along the east section line of said Section 21 the following 2 courses:

S 1° 05' 21" W, 2621.39 feet to the E 1/4 corner
S 1° 05' 36" W, 2619.48 feet to the SE comer of said Section 21

Thence along the southerly line of said Section 21 N 89° 51' 41" W, 1517.28 feet

Thence N 33° 47’ 52” W, 689.18 feet
Thence N 40° 34’ 52” W, 1098.00 feet
Thence N 46° 22’ 52” W, 722.20 feet
Thence N 47° 20’ 52” W, 2005.50 feet
Thence N 57° 48’ 52” W, 319.20 feet

Thence N 76° 52' 52"W, 368.00 feet to a point on the westerly line of said Section 21

Thence along said line N 00° 24' 45" E, 385.87 feet to a point on the southerly right of way line of Reno Park Boulevard

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL A (Continued)

Thence along said right of way line the following 7 courses:

S 75° 02' 14" W, 579.20 feet to the beginning of a tangent curve to the left

119.06 feet along the arc of said curve having a central angle of 14° 49' 45" and a radius of 460.00 feet

S 60° 12' 29" W, 697.05 feet to the beginning of a tangent curve to the right

6.66 feet along the arc of said curve having a central angle of 0° 42' 24" and a radius of 540.00 feet

S 60° 54' 53" W, 897.63 feet to the beginning of a tangent curve to the left

10.70 feet along the arc of said curve having a central angle of 1° 20' 00" and a radius of 460.00 feet

S 59° 34' 53" W, 460.84 feet to a point on the south line of the NE 1/4 of said Section 20

Thence along said line N 89°04' 52" W, 175.06 feet to the center of said Section 20

Thence along the west line of said NE 1/4 N 0° 29' 04" E, 1376.80 feet

Thence S 89° 02' 59" E, 329.48 feet

Thence N 0° 28' 31" E, 470.60 feet

Thence S 89° 01' 06" E, 9 00.00 feet

Thence N 0° 28' 31" E, 726.02 feet to a point on the southerly right of way line of Cold Springs Drive

Thence along said right of way line S 89° 01' 06" E, 1405.03 feet to a point on the east line of said Section 20

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL B

The following describes a parcel of land situated within the E 1/2 of Section 30 and the W 1/2 of Section 29, T21N, R18E, M.D.M., Washoe County, Nevada being more particularly described as follows:

BEGINNING at the NE corner of said Section 30 and proceeding along the northerly line of said section N 89° 54' 56" W 1104.75 feet

Thence S 0° 14' 43" W 5275.57 feet to a point on the southerly line of said Section 30

Thence along said line 88° 51' 12" E 1143.53 feet to the section corner common to Section 29, 30, 31 and 32 T21N, R18E, M.D.M., Washoe County, Nevada

Thence along the southerly line of said Section 29 N S9° 58' 00" E 1S61.77 feet to the SE corner of the parcel described in Document No. 16146 to John B. Evans

Thence along the westerly line of said parcel the following courses:

N 15° 30' 10" E 390.07 feet

N 31 ° 38' 55" E 2SS.36 feet

N 69° 43' 53" E 83.84 feet: to the most easterly comer of Parcel 2 as shown on Parcel Map No. 97, filed August 27, 1974, File No. 338685 in the Official Records of Washee County, Nevada

Thence along the easterly line of said Parcel Map No. 97, the following courses:

N 32° 42' 00" W 346.82 feet

S 34° 20' 00" W 200.00 feet

N 25° 37' 57" W 662.76 feet

N 57° 18' 00" E 102.60 feet

N 32° 42' 00" W 3161.66 feet to a point on the westerly line of said Section 29

Thence along said line N 0° 10' 27" W 1161.34 feet to the true point of beginning

The above described parcel is subject to and together with all easements and reservations of record.

BASIS OF BEARINGS: Amended Northridge Subdivision
Filed August 27, 1956

Tariff No. 1-W (Water)

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL C

A parcel of land situated within a portion of Section 19, T21N, R18E, M.D.M., Washoe County, Nevada, more particularly described as Parcel A, Parcel B, and Parcel C as shown on the Parcel Map No. 1764, File No. 963465, filed in the Official Records of Washoe County, Nevada on November 21, 1984.

The above described parcel contains 3,550 acres, more or less, and is subject to and together with all easements and reservations of record.

BASIS OF BEARINGS: Parcel Map No. 1764, File No. 963465.

PARCEL D

A parcel of land situated within a portion of Section 19, T21N, R18E, M.D.M.Washoe County, Nevada, more particularly described as Parcel A, Parcel B, Parcel C, and Parcel D as shown on the Parcel Map No. 1765, File No. 963466, filed in the Official Records of Washoe County, Nevada on November 21, 1984.

The above described parcel contains 4.874 acres, more or less, and is subject to and together with all easements and reservations of record.

BASIS OF BEARINGS: Parcel Map No. 1765, File No. 963466.

PARCEL E

A parcel of land situated within a portion of Section 19, T21N, R18E, M.D.M., Washoe County, Nevada to describe water line stub for fire service only along West side of U.S. Highway 395 at Bordertown. Commencing at a point on the Utilities, Inc. of Nevada water Main line that is on the East side of the "FB" frontage road and being approximately 270 feet West of H.E.S. "As" 499 + 20; thence Northerly along the East side of said "FB" frontage road to a point approximately 120 feet West H.E.S. "As" 516 +50; then to a point 200 feet Lt. said H.E.S. "As" 516 +50.

RECORD OF SURVEY by Ernest E. Muller, Sr., RLS 827, November 14, 1985

PARCEL 1

Lots 1, 2, 3, and 4, as shown on the Map of Division into large parcels for J.B. Evans, et at, Land Map No. 45, File No. 704458, recorded in the Official Records of Washoe County, Nevada, on November 4, 1980.

The above described parcel is situated within the S 1/2 of Section 17, T21N, R18E, M.D.M., Washoe County, Nevada, and contains 160.29 acres, more or less.

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL 2A

Lots 1, 2, 3, 4, and 5, of Block II, of Northridge Subdivision, as shown on the amended plat thereof, File No. 264116, recorded in the Official Records of Washoe County, Nevada, on August 27, 1956.

The above described parcel is situated within Section 29, T21N, R18E, M.D.M., Washoe County, Nevada, and contains 24.24 acres, more or less.

PARCEL 2B

The following describes a parcel situated within the NW 1/4 of Section 29, T2IN, RI8E, M.D.M., Washoe County, Nevada, being more particularly described as follows:

BEGINNING at the most southerly corner of Lot 3, Block 1, of Northridge Subdivision, as shown on the amended plat thereof, File No. 264116, recorded in the Official Records of Washoe County, Nevada, on August 27, 1956

Thence along the westerly line of said lot, N 32° 42' W 440 feet

Thence departing said line, N 57° 18' E 200 feet

Thence N 32° 42' W 440 feet

Thence N 57° 18' E 200 feet, to a point on the westerly right-of-way line of U.S. 395

Thence along said line, S 32" 42' E 865 feet to the beginning of a curve to the right

Thence departing said line, 23.56 feet along the arc of said curve, having a radius of 15 feet, and a central angle of 90°

Thence along the northerly right-of-way line of North Avenue, S 57° 18' W 385 feet to the Point of Beginning.

The above described parcel contains 6.06 acres, more or less.

PARCEL 2C

Lots 6 and 7 of Block 1, of Northridge Subdivision, as shown on the amended plat thereof, File No. 264116, recorded in the Official Records of Washoe County, Nevada, on August 27, 1956.

The above described parcel is situated within the NW 1/4 of Section 29, T21N, R18SE, M.D.M., Washoe County, Nevada, and contains 10.8 acres, more or less.

Tariff No. 1-W (Water)

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL 2D

The following describes a parcel situated within the SW 1/4 of Section 20, T21N, R18E, M.D.M., Washoe County, Nevada, being more particularly described as follows:

BEGINNING at the intersection of the southerly right-of-way line of Reno Park Boulevard,
and the north/south centerline of said section 20,

Thence southwesterly along the southerly right-of-way of Reno Park Boulevard, 8 courses totaling 2149 feet, more or less, to a point at the intersection of the southerly right-of-way line of Reno Park Boulevard and the easterly right-of-way line of U.S. 395,

Thence along the easterly right-of-way line of U. S. 395 the following two courses:

S 32° 20' E 259.31 feet
S 07° 17' W 385.17 feet

Thence northeasterly 2250 feet, more or less, to a point on the north/south centerline of said section 20, said point being S 0°29'04" W 200 feet from the Point of Beginning.

Thence N 0° 29' 04" E along the north/south centerline of said section 20, 200.00 feet to the Point of Beginning.

The above described parcel contains 18 acres, more or less.

PARCEL 2E

The following describes a parcel situated within the SW 1/4 of Section 20, T2IN, R18E, M.D.M., Washoe County, Nevada, being more particularly described as follows:

BEGINNING at the center of said section, thence along the north/south centerline of said Section, S 00° 29' 04" W 12 feet, more or less, to a point on the northerly right-of-way line of Reno Park Boulevard

Thence along said northerly right-of-wav line 7 courses totaling 1567 feet, more or less, to a point on the west line of the NE 1/4 of the SW 1/4 of said section 20,

Thence along said line northerly 813 feet, more or less, to the northwest comer of the NE l/4 of the SW 114 of said section

Thence along the east/west centerline of said section, S 89° 04' 52" E 1,318.36 feet, to the Point of Beginning.

The above described parcel contains 9.74 acres, more or less.

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Greg Shimansky, Vice President Rates
Nevada Water Service

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL 3

The following describes a parcel of land situated within a portion of the NE 1/4 of Section 28, T21N, R18E, M.D.M., Washoe County, Nevada, being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 28 as shown on the Official Plat of Cold Springs Valley Homes Unit No.3, Subdivision-Tract Map No. 1795, File No. 567827, filed in the Official Records of Washoe County, Nevada an November 1, 1978

Thence along the east line of said section: S 00° 51' 20" W 1499.15 feet to a point on the easterly right-of-way line of Reno Park Boulevard, said point being on a curve to the right, the tangent of which bears N 25° 25' 33" W

Thence along said easterly line 907.13 feet along the arc of said curve, having a central angle of 26° 31' 09" and a radius of 1960.00 feet

Thence N 01" 05' 36" E 620.67 feet to a point on the north line of said Section 28

Thence S 89° 51' 41" E 200.02 feet to the Point of Beginning.

The above described parcel contains 5.632 acres, more or less.

BASIS OF BEARINGS: Nevada Coordinate System
West Zone

PARCEL 4

The westerly two parcels, as shown on the Record of Survey for Joe E. and Natalie M. Gardner, Survey Map No. 1230, File No. 557050, recorded in the Official Records of Washoe County, Nevada, on September 11, 1978.

The above described parcels are situated within the SW 1/4 of Section 34, T21N, R18E, M.D.M., Washoe County, Nevada, and contain a total of 92.23 acres, more or less.

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL 5A

The following describes a parcel of land situated within the W 1/2 of Section 15, T21M, R18E, M.D.M., Washoe County, Nevada, being more particularly described as follows:

BEGINNING at the southwest comer of said Section

Thence Easterly along the south line of said Section, 900 feet

Thence departing said line, North 1250 feet

Thence East 600 feet

Thence North 2100 feet

Thence N 45° E 1300

feet

Thence N 45° W 1450 feet, more or less, to a point on the north line of said section

Thence Westerly along said line, 1350 feet, more or less, to the northwest corner of said section

Thence Southerly along the west line of said Section, 5290 feet to the Point of Beginning

The above described parcel contains 180 acres, more or less.

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL 5B

The following describes a parcel of land situated within Section 9, T21N, R18E, M.D.M., Washoe County, Nevada, being more particularly described as follows:

BEGINNING at the southeast comer of said Section

Thence Westerly along the south line of said Section, 4350 feet

Thence departing said line N 15° E 300 feet

Thence N 28° E 2050 feet

Thence N 75° E 750 feet

Thence N 40° E 500 feet

Thence N 79° E 600 feet

Thence N 46° E 900 feet

Thence East 1050 feet, more or less, to a point on the east line of said Section

Thence Southerly along said line, 3400 feet, more or less, to the Point of Beginning.

The above described parcel contains 243 acres, more or less.

PARCEL No .6

BORDERTOWN CASINO SITE

The Casino Site, as shown on the Record of Survey for Joe Gardner, Survey Map No. 3132, File No. 2042627, recorded in the Official Records of Washoe County, Nevada, on October 25, 1996.

The above described parcel is situated within the SE 1/4 of Section 19, T21N, R18E, M.D.M., Washoe County, Nevada, and contains 13.326 Acres, more or less.

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL No. 7

WASTE WATER TREATMENT FACILITY

A parcel of land situated in the Southwest Quarter of Section 9, Township 21 North, Range 18 East, M.D.M., Washoe County, Nevada and being more particularly described as follows:

Beginning at the Southwest Comer of Section 9;

Thence with the West Line of Section 9 North 01° 14' 08" East a distance of 2000.00 feet;

Thence departing said Section Line North 33° 29' 24" East a distance of 131.55 feet;

Thence South 90° 00' 00" East a distance of 1212.24 feet;

Thence South 29° 37' 02" West a distance of 853.04 feet;

Thence South 25° 38' 02" West a distance of 1432.53 feet;

Thence South 19° 17' 44" West a distance or 82.84 feet to a Point on the South Line of Section 9;

Thence with said Section Line North 89" 32' 29" West a distance of 259.28 feet to the Point of Beginning.

Said parcel contains an area of approximately 36.00 acres.

Basis of Bearings: Land Map 129, File 1420642, Official Records, Washoe County, Nevada.

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL No. 8, GARDNER

The following describe a parcel of land situate within the NE 1/4 and SE 114 of Section 19 and the SW 1/4 of Section 20, T21N, R18E, M.D.M., Washoe County, Nevada, being more particularly described as follows:

Portion 1

Beginning at the Comer common to Sections 17,18,19 and 20, T21N, R18E, M.D.M.; thence along the east line of said Section 19 S 01° 40' 08 E a distance of 850.03' to a point;

Thence S 88° 48' 57" W a distance of 1074.66' to apoint on the Nevada-California State Line;

Thence along said Nevada-California State Line N 01° 16' 12" W a distance of 283.74' to a point;

Thence N 01° 27' 42" W a distance of 566.24' to the 1/16 Corner of said Section 18;

Thence along the south line of said Section 18 N 88° 48' 52" E;

A distance of 1070.64' to the Point of Beginning.

This portion contains 20.92 acres more or less.

Portion 2

Commencing at the Corner common to Sections 17,18,19 and 20, T21N, R18E, M.D.M.;

Thence along the east line of said Section 19 S 01° 40' 08" E

A distance of 850.03' to a point and the TRUE POINT OF BEGINNING;

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL No. 8, GARDNER (Continued)
Portion 2 (Continued)

Thence continuing along the east line of said Section 19 S 01° 38' 21" E

A distance of 1785.35' to the east 1/4 Corner common to said Section 19 and 20;

Thence along the south line of Government Lot 10 S 88° 42' 27" W

A distance of 392.57' to a point on the east right-of-way line of U.S. Highway 395;

Thence along said east right-of-way line N 34° 31' 45" W

A distance of 1264.69' to a point on the Nevada-California State Line;

Thence along said Nevada-California State Line N 01° 16' 12" W a distance of 729.54' to a point;

Thence N 88° 48' 57" E a distance of 1074.66' to the true point of beginning.

This portion contains 35.88 acres more or less.

The basis of bearings for above portions 1 and 2 is that course shown as N 01° 16' 12" W, 2071.09' on the California-Nevada state line, per Record of Survey, File No. 113935, Book 9, Page 82, recorded April 27, 1993, Official Records, Sierra County, California.

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL No. 8, GARDNER (Continued)

Portion 3

Parcel 3, as shown on the Parcel Map for Jack L. Bacon et. al. & Six Point Inc., Parcel Map No. 1577, File No. 897876, recorded in the Official Records of Washoe County, Nevada, on December 22, 1983.

This portion contains 1.75 acres, more or less.

Portion 4

Parcel 2-B, as shown on the Parcel Map for Jane A. Winton Testamentary Trust, Parcel Map No. 3148, File No. 2058608, recorded in the Official Records of Washoe County, Nevada, on December 23, 1996.

This portion contains 2.78 acres, more or less.

Portion 5

Parcel 2-A, as shown on the Parcel Map for Jane A. Winton Testamentary Trust, Parcel Map No. 3148, File No. 2058608, recorded in the Official Records of Washoe County, Nevada, on December 23, 1996.

This portion contains 1.00 acres, more or less.

Parcel 8 consisting of the above portions 1 through *5* contains 62.33 acres, more or less.

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL No. 9, GARDNER

The following describe a parcel of land situated within the SE 1/4 of Section 19, T21N, R18E, M.D.M., Washoe County, Nevada, being more particularly described as follows:

Beginning at the southeast corner of the casino site parcel as shown on Record of Survey Map for Joe Gardner, Record of Survey Map No. 3132, File No. 2042627, recorded in the Official Records of Washoe County, Nevada on October 25, 1996;

Thence along the said west right-of-way line of U.S. Highway 395 the following three courses:

From a tangent bearing of S 27° 48' 10" E around a curve to the left through a central angle of 06° 43' 36", a radius of 1060', an arc distance of 124.44', a chord bearing of S 31° 09' 58" E

A distance of 124.37' to the end of a tangent curve;

Thence S 34° 31' 46" E a distance of 270.00' to a point;

Thence S 55° 28' 14" W a distance of 48.71' to a point;

Thence leaving said right-of-way line S 88° 50' 04" W a distance of 394.86' to a point on a line which is 586.36' west of the east line of the SE ¼ of the SE ¼ of said Section 19;

Thence N 01° 41' 22" W a distance of 360.02' to a point on the south line of the casino site parcel as shown on Record of Survey Map for Joe Gardner, Record of Survey Map No. 3132, File No.2042627, recorded in the Official Records of Washoe County, Nevada on October 25, 1996;

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL No. 9, GARDNER (Continued)

Thence along the south line of said casino site parcel N 88° 50' 04" E a distance of 228.16' to the Point of Beginning.

Containing 2.77 acres more or less.

Basis of bearings for this description is the south line shown on Record of Survey Map for Joe Gardner, Record of Survey Map No. 3132, File No. 2042627, recorded in the Official Records of Washoe County, Nevada on October 25, 1996.

PARCEL No. 10, GARDNER

The following describe a parcel of land situated within the NE 1/4 of Section 34, T21N, R18E, M.D.M., Washoe County, Nevada, being more particularly described as follows:

Commencing at the NW corner of said Section 34;

Thence S 89° 27' 43" E a distance of 411.96' to a point on the east right-of-way line of White Lake Parkway and the true Point of Beginning;

Continuing at the Point of Beginning;

Thence S 89° 27' 43" E a distance of 245.96' to a point;

Thence S 01° 29' 36" W a distance of 1292.41' to a point on the east right-of-way line of White Lake Parkway;

Tariff No. 1-W (Water)

RULE NO. 17 (Continued)
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CERTIFICATED AREA FOR COLD SPRINGS

PARCEL No. 10, GARDNER (Continued)

Thence following the said right-of-way line the following three courses:

Thence N 09° 02' 16" W a distance of 1182.05' to a point of tangency of a curve to the left;
Thence around said curve through a central angle of 03° 48' 46", a radius of 1040.00', an arc distance of 69.21', a chord bearing of N 10° 56' 39" W a distance of 69.19' to a point of tangency;

Thence N 12" 51' 02" W a distance of 60.48' to the Point of Beginning.

Containing 3.56 acres more or less.

Basis of bearings is the north right-of-way line for U.S. 395 in the NW 1/4 of Section 34, T21N, R18E, MDM as shown on Nevada Department of Transportation right-of-way drawings, Project DP-003-2(30); I.E. N 71° 11' 47" W.

PARCEL No. 11, GARDNER

The following describe a parcel of land situated within the NE ¼ of Section 34, T21N, R18E, M.D.M., Washoe County, Nevada, being more particularly described as follows:

Beginning at the NW corner of Section 34, T21N, R18E, M.D.M.;

Thence S 89° 27' 43" E

A distance of 329.72' to a point on the west right-of-way line of White Lake Parkway;

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL No. 11, GARDNER (Continued)

Thence following the said right-of way line the following four courses:

Thence S 12° 51' 02" E

A distance of 79.52' to a point of tangency of a curve to the right;

Thence around said curve through a central angle of 03°48' 46", a radius of 960.00', an arc distance of 63.88', a chord bearing of S 10" 56' 39" E a distance of 63.87' to a point of tangency;

Thence S 09° 02' 16" E a distance of 1320.01' to a point of tangency of a curve to the right;

Thence around said curve through a central angle of 03° 41' 31", a radius of 960.00', an arc distance of 61.86' a chord bearing of S 01° 11' 31" E a distance of 61.85' to a point on the north right-of-way line of U.S. 395;

Thence along said right-of-way line N 71° 11' 47" W a distance of 643.91' to a point on the west line of said Section 34;

Thence along said section line N 01° 32' 17" E a distance of 1301.24' to the Point of Beginning.

Containing 15.03 acres more or less.

Basis of bearings is the north right-of-way line for U.S. 395 in the NW 1/4 of Section 34, T21N, R18E, M.D.M. as shown on Nevada Department of Transportation right-of-way drawings, Project DP-003-2(30); I.E. N 71" 11' 47" W.

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL No. 12, COLD SPRINGS 2000/WASHOE COUNTY SCHOOL DISTRICT

Portion 1, COLD SPRINGS 2000

A parcel of land situated in Section 9, Township 21 North, Range 18 East, M.D.M. and being more particularly described as follows:

Beginning at a point on the South Line of said Section 9 and being the Southeasterly Corner of the Cold Springs Waste Water Treatment Facility from which the Southwest Comer of said Section bears North 89° 32' 29" West a distance of 259.28 feet;

Thence departing said Section Line and with the Boundary of said Facility the following courses:

North 19° 17' 44" East a distance of 82.85 feet;
North 25" 38' 02" East a distance of 1432.53 feet;
North 29" 37' 02" East a distance of 853.04 feet;
North 90" 00' 00" West a distance of 1212.24 feet;
South 33" 29' 24" West a distance of 131.55 feet to the West Line of said Section;

Thence departing said Facility Boundary and with said Section Line North 01° 14' 08" East a distance of 640.74 feet to the West Quarter Comer of Section 9;

Thence continuing with said Line North 01° 14' 25" East a distance of 2642.49 feet to the Northwest Corner of Section 9;

Thence with the North Line of said Section South 89° 40' 13" East a distance of 2626.20 feet to the North Quarter Corner of said Section;

Thence continuing with said Line South 89° 37' 43" East a distance of 2627.73 feet to the Northeast Corner of said Section;

Tariff No. 1-W (Water)

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL No. 12(continued), COLD SPRINGS 2000
WASHOE COUNTY SCHOOL DISTRICT
Portion 1 (continued), COLD SPRINGS 2000

Thence with the East Line of said Section South 01° 13' 27" West a distance of 1842.74 feet to the Northeast Corner of Parcel 5B of the Utilities, Inc. of Nevada Service Territory;

Thence departing said Section Line along the Boundary of said Parcel 5B the following courses:

South 89° 59' 17" West a distance of 1002.13 feet;
South 45° 59'17" West a distance of 900.00 feet;
South 78° 59' 17" West a distance of 600.00 feet;
South 39° 59' 17" West a distance of 500.00 feet;
South 74° 59' 17" West a distance of 750.00 feet;
South 14° 59' 17" West a distance of 297.97 feet to a Point on the South Line of said Section;

Thence departing said Parcel 5B Parcel Boundary along said Section Line North 89° 32'
29" West a distance of 746.18 feet to the Point of Beginning.

Said parcel contains an area of approximately 360.037 acres.

Basis of Bearings: Land Map 129, File Number 1420642, Official Records of Washoe County, Nevada.

Portion 2, COLD SPRINGS 2000

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, described as follows:

The North 112 of the Northwest 1/4; the North 112 of the Northeast 1/4; the Southeast 1/4 of the Northeast 114 and the Northeast 114 of the Southeast 1/4 of Section 16, Township 21 North, Range 18 East, M.D.B.&M., in the County of Washoe, State of Nevada.

Said parcel contains an area of approximately 240 acres.

This legal description is based on record information and does not reflect a field survey.

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL No. 12(continued), COLD SPRINGS 2000
WASHOE COUNTY SCHOOL DISTRICT

Portion 3, WASHOE COUNTY SCHOOL DISTRICT

All that certain lot, piece or parcel of land situated in the County of Washoe, State of Nevada, described as follows:

Township 21 North, Range 18 East, M.D.B.&M.:

Section 16: South 1/2 of Northwest 1/4; Southwest 1/4 of Northeast 1/4; Northwest 1/4 of Southeast 1/4.

Said parcel contains an area of approximately 160 acres.

This legal description is based on record information and does not reflect a field survey.

PARCEL No. 13, COLD SPRINGS 2000

A parcel of land situated in Section 17, Township 21 North, Range 18 East, M.D.M. and being all that property shown as Parcel 5 on Land Map 45, File Number 7044458, Official Records, Washoe County, Nevada.

Said parcel contains an area of approximately 43.00 Acres.

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL No. 14, COLD SPRINGS 2000

A parcel of land situate in the North Half of Section 15, Township 21 North, Range 18 East, M.D.M. and being a portion of Parcel 4 of Land Map 129 more particularly described as follows:

Beginning at the Easterly Comer of Parcel 5A of the Utilities, Inc. of Nevada Service Territory from which the Northwest Corner of said Section bears North 65° 47' 39" West a distance of 2512.36 feet;

Thence departing said Parcel 5A Boundary South 36° *55' 56"* East a distance of 258.50 feet;

Thence South 63° 44' 41" East a distance of 279.84 feet;

Thence South 07° 04' 20" West a distance of 168.54 feet;

Thence South 47° 08' 08" West a distance of 40.47 feet;

Thence South 71° 36' 08" West a distance of 52.14 feet;

Thence South 02° 02' 47" West a distance of 74.26 feet;

Thence North 88° 09' 37" West a distance of 119.57 feet;

Thence South 47° 18' 36" West a distance of 158.51 feet;

Thence South 20° 00' 11" West a distance of 42.56 feet;

Thence South 42° 59 35" West a distance of 27.40 feet;

Thence South 20° 38' 31" West a distance of 162.86 feet;

Thence North 59°17' 14" West a distance of 88.19 feet;

Tariff No. 1-W (Water)

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

PARCEL No. 14, COLD SPRINGS 2000 (Continued)

Thence North 78° 22' 14" West a distance of 217.18 feet;

Thence South 78° 04' 36" West a distance of 236.52 feet;

Thence South 70° 59' 20" West a distance of 198.62 feet to the Easterly Boundary of said Parcel 5A;

Thence with said Boundary North 00° 00' 43" West a distance of 153.31 feet;

Thence North 44° 59' 17" East a distance of 1300.00 feet to the Point of Beginning.

Said parcel contains an area of approximately 15.466 acres.

Basis of Bearings: Land Map 129, File Number 1420642, Official Records of Washoe County, Nevada.

TRANSMISSION LINE EASEMENT

The following describes a parcel of land to be used as a water transmission line easement located within a portion of the NW 1/4 of Section 22, T21N, R18E, M.D.B.&M:, Washoe County, Nevada, being twenty feet (20') in width, ten feet (10') on either side of the following described centerline:

Commencing at the NW corner of said Section 22 and proceeding along the west line of said Section S 1° 05' 21" W 10.00 feet to the TRUE POINT OF BEGINNING

Thence S 28° 57' 37" E 1706.00 feet to the point of ending for this description.

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

RESERVOIR SITE

The following describes a parcel of land located within the NW 1/4 of Section 22, T21N, Rl8E, M.D.B.&M., Washoe County, Nevada and being more particularly described as follows:

Commencing at the corner common to Sections 15, 16, 21 and 22

Thence S 1° 05' 21" W 10.00 feet to a point on the west line of Section 21

Thence S 28° 57' 37" E 1706.00 feet to the TRUE POINT OF BEGINNING

Thence N 61° 02' 23" E 75.00 feet

Thence S 23° 57' 37" E 200.00 feet

Thence S 61" 02' 23" W 150.00 feet

Thence N 28° 57' 37" W 200.00 feet

Thence N 61° 02'23" W 75/00 feet to the TRUE POINT OF BEGINNING

TANK SITE

The following describes a parcel of land situated within a portion of the SW 1/4, SW 1/4 of Section 29, T21N, Rl8E, M.D.B.&M, Washoe County, Nevada and is more particularly described as follows:

Commencing at the corner common to Sections 29, 30, 31 and 32, T21N, R18E, M.D.B. &M.

Thence proceeding easterly along a fence line 85.27 feet to the TRUE POINT OF BEGINNING

Thence northerly at right angles to said line, 200 feet

Thence easterly at right angles to the preceding line, 200 feet

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

TANK SITE (Continued)

Thence southerly at right angles to the preceding line, 200 feet to a fence line

Thence westerly alone said line 200 feet to the true point of beginning
Together with a right of access thereto, over and across the lands of the grantor.

BASIS OF BEARINGS: Amended Northridge Subdivision. Doc. No. 264116, filed August 27, 1956

WATER LINE FOR TRANSMISSION

The following describes a waterline for transmission purposes only, situated within portions of Sections 20, 21, 29 and 30, T21N, R18E, M.D.B.&M., Washoe County, Nevada and is described as follows:

Commencing at the corner common to Sections 29, 30,31 and 32 of said township and range

Thence proceeding easterly along a fence line 85.27 feet

Thence northerly at right angles to said line 200 feet

Thence easterly at right angles to the preceding line, 74.5 feet, more or less to the TRUE POINT OF BEGINNING

Thence northwesterly 773.5 feet, more or less to an angle point

Thence northeasterly 13.5 feet to a line running parallel to and lying 110 feet southwesterly of the centerline of the existing track of Western Pacific Railroad

Thence northwesterly, northeasterly and northerly along a line running parallel to and concentric with and lying 110 feet westerly of the centerline of the existing track of Western Pacific Railroad, the following courses and distances:

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

WATER LINE FOR TRANSMISSION (Continued)

Along a curve to the right concave northeasterly, 900 feet more or less

Northeasterly 550 feet

Northerly along a curve to the left concave

Westerly 330 feet

Northwesterly 600 feet

Thence proceeding easterly at right angles to the existing railroad track, 220 feet to the easterly right-of-way line of Western Pacific Railroad right-of-way

Thence S 89° 54 56" E 238 feet, more or less to a line running parallel to and lying 24 feet westerly of the centerline of the proposed Reno Park Boulevard west of U.S. Highway 395

Thence along said line N oo° 10' 27" W 1534 feet to the beginning of a tangent curve to the right

Thence 85 feet, more or less. along said curve having a radius of 324 feet through a central angle of 07° 32' 15"

Thence proceeding northeasterly across the centerline of said boulevard 70 feet, more or less to the beginning of a curve to the left

Thence 200 feet, more or less along said curve having a radius of 324 feet through a central angle of 35°" 22' 00".

Thence N oo° 21' 37" W 420 feet more or less to the beginning of a tangent curve to the right

Thence 88.49 feet along said curve through a central angle of 40° 14' 26" having a radius of 126 feet

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

WATER LINE FOR TRANSMISSION (Continued)

Thence N 39° 52' 49" E 170 feet, more or less to a point inside a Frontage Road right-of-way, said point being 24 feet, more or less westerly of the non-access westerly right-of way line of U.S. Highway 395

Thence southeasterly along said Frontage Road 1050 feet. more or less to a point 6 feet southwesterly of the non-access westerly right-of-way line of U.S. Highway 395

Thence S 31° 49' 07" E 795 feet, more or less to a point 285 feet southwesterly of centerline Station "AN" 480 + 25 ±of U.S. Highway 395

Thence northeasterly 485 feet, more or less to the easterly right-of-way line of said Highway

Thence continuing northeasterly 1350 feet, more or less to a point 10 feet east of the S l/4 comer of Section 20, T21N, R18E, M.D. B. &M.

Thence northerly along a line 10 feet east of the north-'south centerline thereof, 2500 feet, more or less to a point 5 feet southerly of the southeasterly right-of-way line of Reno Park Boulevard

Thence northeasterly and southeasterly along a line running parallel to and concentric with and lying 5 feet southerly of the southerly right-of-way line of said boulevard, the following courses and distances:

109 feet, more or less along a tangent curve to the left through a central angle of 12° 01' 23", having a radius of 545 feet

N 59° 34' 53" E 588.50 feet to the beginning of a tangent curve to the right

Thence 10.59 feet along said curve through a central angle of 01° 20' 00" having a radius of 45 feet

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

WATER LINE FOR TRANSMISSION (Continued)

N 60° 54' 53" E 897.63 feet to the beginning of a tangent curve to the right

Thence 6.60 feet along said curve through a central angle of oo° 42' 24", having a radius of 535 feet

N 60° 12' 29" E 697.05 feet to the beginning of a tangent curve to the right

Thence 117.76 a feet along said curve through a central angle of 14° 49' 45", having a radius of 455 feet

N 75° 92' 14" E 611.98 feet to the beginning of a tangent curve to the right

Thence 641.97 feet along said curve through a central angle of 31° 50' 46" having a radius of 1155 feet

S 73° 07' 00" E 1035.91 feet to the beginning of a tangent curve to the right

Thence 225.42 feet along said curve through a central angle of 08° 18' 21" having a radius of 1555 feet to the west line of the property of John and Virgil Arden, the true point of ending of this description.

BASIS OF BEARINGS: Amended Northridge Subdivision Doc. No. 264116, Filed August 27, 1956.

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

WELL SITE
No.1

The following describes a parcel of land situated within a portion of the NW 1/4, NW 1/4, of Section 21, T21N, Rl8E, M.D.B.&M., Washoe County, Nevada, and is more particularly described as follows

Commencing at the northwest corner of said Section 21

Thence proceeding along the west line thereof, S 00° 18' 11' W 510.00 feet to the southwesterly corner of Block F, Reno Park Mobile Home Estates Subdivision, Unit No. 1

Thence along the southwesterly boundary of said Block F, the following courses and distances:

s 89° 41' 49" E 275.00 feet

s 78° 07' 59" E 218.51 feet

s 55° 00' 16" E 218.51feet

s 38° 54' 57" E 116.44 feet

s 37° 30' 00" E 370.43 feet

s 60° 35' 00" E 207.50 feet to the TRUE POINT OF BEGINNING

Thence continuing along said boundary, S 60° 35' 00" E 25.00 feet

Thence S 29° 25' 00" W 25.00 feet

Thence N 60° 35' 00" W 25.00 feet

Thence N 29° 25' 00" E 25.00 feet to the true point of ending

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

WELL SITE No.1 (Continued)

Together with a waterline easement 10 feet wide for transmission purposes only, the northerly line of which is described as follows:

Beginning at the northeasterly comer of the above describe parcel

Thence proceeding along the southerly line of Lot 16, in Block F, of Reno Park Mobile Home Estates Subdivision, Unit No. 1, S 60° 35' 00" E 115 feet, more or less to the west right-of-way line of Sandpiper Drive, the true point of ending

Also together with a right of access thereto, over and across the lands of the grantor.

WELL SITE No. 2

All that certain lot designated as "Well Site" as shown on the Official Amended Plat of Reno Park Mobile Home Estates, Unit No. 2A, Block K (Subdivision Tract Map No. 1520A) filed on May 21, 1975, in the Official Records of Washoe County, Nevada under File No. 364965.

WELL SITE No.3

All that certain lot designated as "Well Site" as shown on the Official Plat of Cold Springs Valley Homes Subdivision, Unit No.1, Block C (Subdivision Tract Map No. 1715-B) filed on February 2, 1978, in the Official Records of Washoe County, Nevada, under File No. 512218.

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

WELL SITE No.6 (Also Ref. as Well "B")

The following describes a parcel of land situated within. Lot 11, Section 30 T21N, R18E M.D.B.&M., Washoe, County, Nevada and is more particularly described as follows:

Commencing at the northeast corner of said Section 30 and proceeding,
S 19° 05' 08" W 3015.93 feet to the TRUE POINT OF BEGINNING .

Thence S 89°45'17" E 19.2 feet to a point 150 feet east of the California-Nevada state line

Thence southerly along a line running parallel to and 150 feet east of said state line, S 00°14' 43" W 50 feet

Thence N 89° 45' 17" W 50 feet

Thence northerly along said line N 00° 14' 43" E 50 feet

Thence S 89° 45' 17" E 30.8 feet to the true point of beginning

Together with an easement 10 feet wide for water transmission purposes only, situated within a portion of Lot 11, Section 30, T21N, R18E, M.D.B.&M., Washoe County, Nevada, being 5 feet on each side of the centerline of which is described as follows:

Commencing at the SW corner of the above described parcel thence N 89° 45' 17" W 5.00 feet to the true point of beginning

Thence N 00° 14' 43" E a distance of 235.69 feet

Thence proceeding S 89° 45' 19" E 586.15 feet to a point 110 feet westerly of the centerline of the existing track of Western Pacific Railroad, the true point of ending of this description

Also together with a right of access thereto, over and across the lands of the grantor.

BASIS OF BEARINGS: Amended Northridge subdivision Doc. No. 264116, Filed August 27, 1956

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

WELL SITE No.5

The following describes a parcel of land situated within. Portion of NW 1/4 , SW ¼ of Section 29, T21N, R18E M.D.B.&M., Washoe, County, Nevada and is described as follows:

Commencing at the northeast corner of said Section 290 and proceeding, S 01° 30' E 3255.00 feet to the TRUE POINT OF BEGINNING

Thence N 88°30' E 25 feet

Thence S 01°30' E 50 feet

Thence S 88°31' W 50 feet

Thence N 01°30' W 50 feet

Thence N 88° 30' E 25 feet to the true point of beginning

Together with an all-purpose easement thereto, over and across the lands of the grantor.

WELL SITE 8 (AKA SWEGER WELL SITE)

A parcel of land situated in Section 9, Township 21 North, Range 18 East, M.D.M. and being a portion of Parcel 2 of Land Map 129, File 1420642, Official Records, Washoe County, Nevada and being more particularly described as follows:

Beginning at a point from which the Southwest Corner of Section 9 bears South 64° 27' 02" West a distance of 2294.71 feet;

Thence North 22°40' 09" East a distance of 100.00 feet;

Thence South 67° 19' 51" East a distance of 100.00 feet;

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

WELL SITE 8 (AKA SWEGER WELL SITE) (Continued)

Thence South 22° 40' 09" West a distance of 100.00 feet;

Thence North 67° 19' 51" West a distance of 100.00 feet to the Point of Beginning.

Said parcel contains an area of approximately 10000 square feet (0.23 acres)

BASIS OF BEARINGS: Land Map 129, File 1420642, Official Records, Washoe County, Nevada.

TANK SITE 3

All that certain real property situate in a portion of Section Fifteen (15), Township Twenty-One (21) North, Range Eighteen (18) East, Mount Diablo Meridian, Washoe County, Nevada, being described as follows:

Beginning at a point from which the Southwest corner of said Section 15 bears South 37° 11' 23" West a distance of 4258.39 feet;

Thence S 88° 57' 36" East a distance of 101.10 feet;

Thence S 01° 02' 24" West a distance of 208.71 feet;

Thence N 88° 57' 36" West a distance of 208.71 feet;

Thence N 01° 02' 24" East a distance of 208.71 feet;

Thence S 88° 57'36" East a distance of 107.61 feet to the Point of Beginning.

Said parcel contains an area of approximately 1.000 acres.

RULE NO. 17 (Continued)
LEGAL DESCRIPTION
CERTIFICATED AREA FOR COLD SPRINGS

COLD SPRINGS DRIVE

PROPERTY A:

All that certain real property is situated in the County of Washoe, State of Nevada, described as follows:

The West half of the West half of the Northwest Quarter of the Northeast quarter of Section 20, Township 21 North, Range 18 East, M.D.B.&M.

Excepting therefrom all that portion conveyed to the County of Washoe by deed recorded October 1, 1965, in Book 119, Page 372, as Document No. 40747, official records.

Also excepting therefrom all that portion conveyed to Cold Springs Ranches, A Nevada Corporation, by deed recorded Maya 26, 1966, in Book 180, Page 65, as Document No. 61785, official records.

PROPERTY B:

All that certain real property is situated in the County of Washoe, State of Nevada, described as follows:

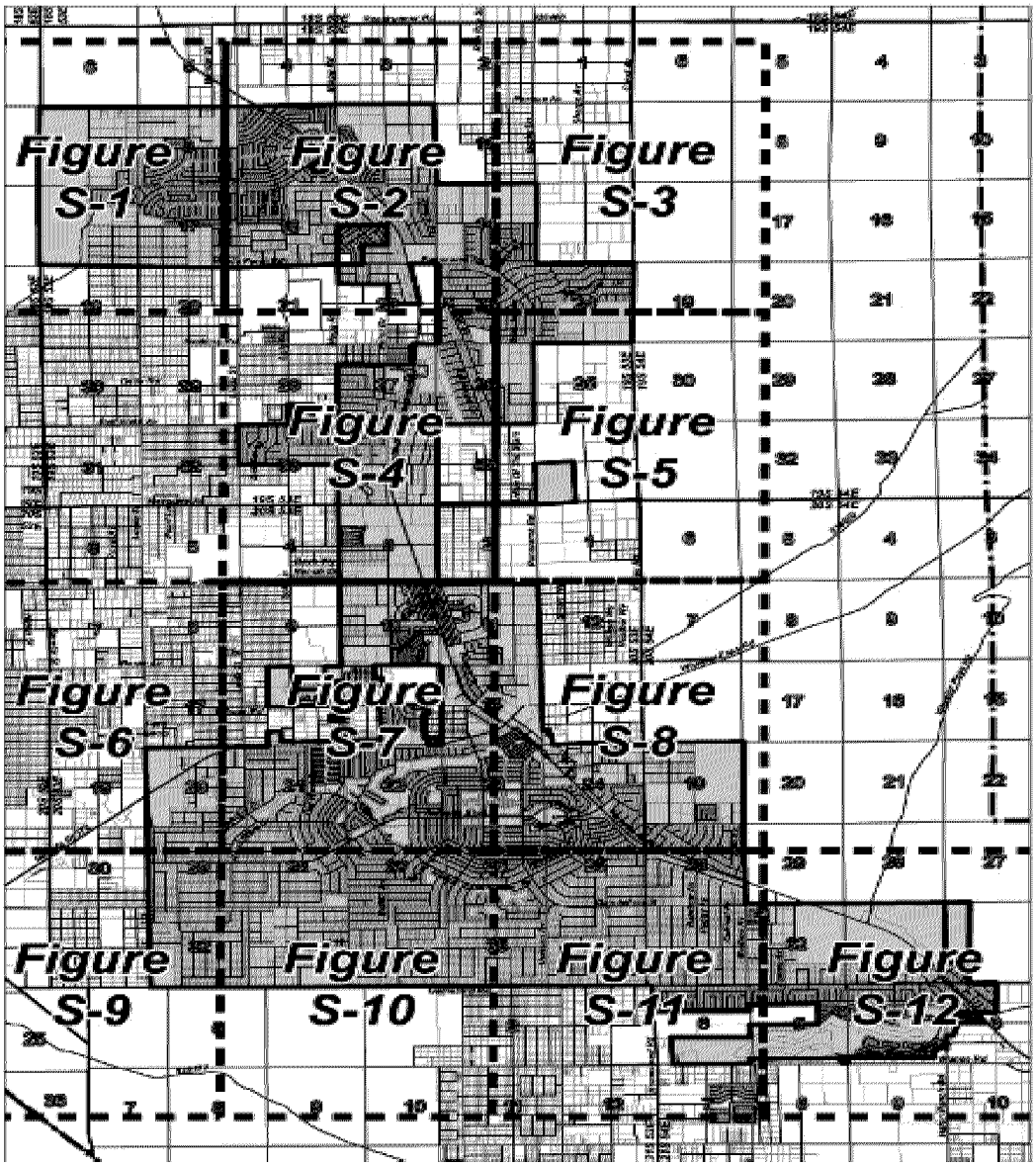
Parcel 1 of Parcel Map 199 for COLD SPRINGS DEVELOPMENT CORP., filed in the office of the County Recorder of Washoe County on October 27, 1975, as File No. 383164.

Assessor's Parcel Number(s):
566-041-01
566-041-02

Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

A. MAPS

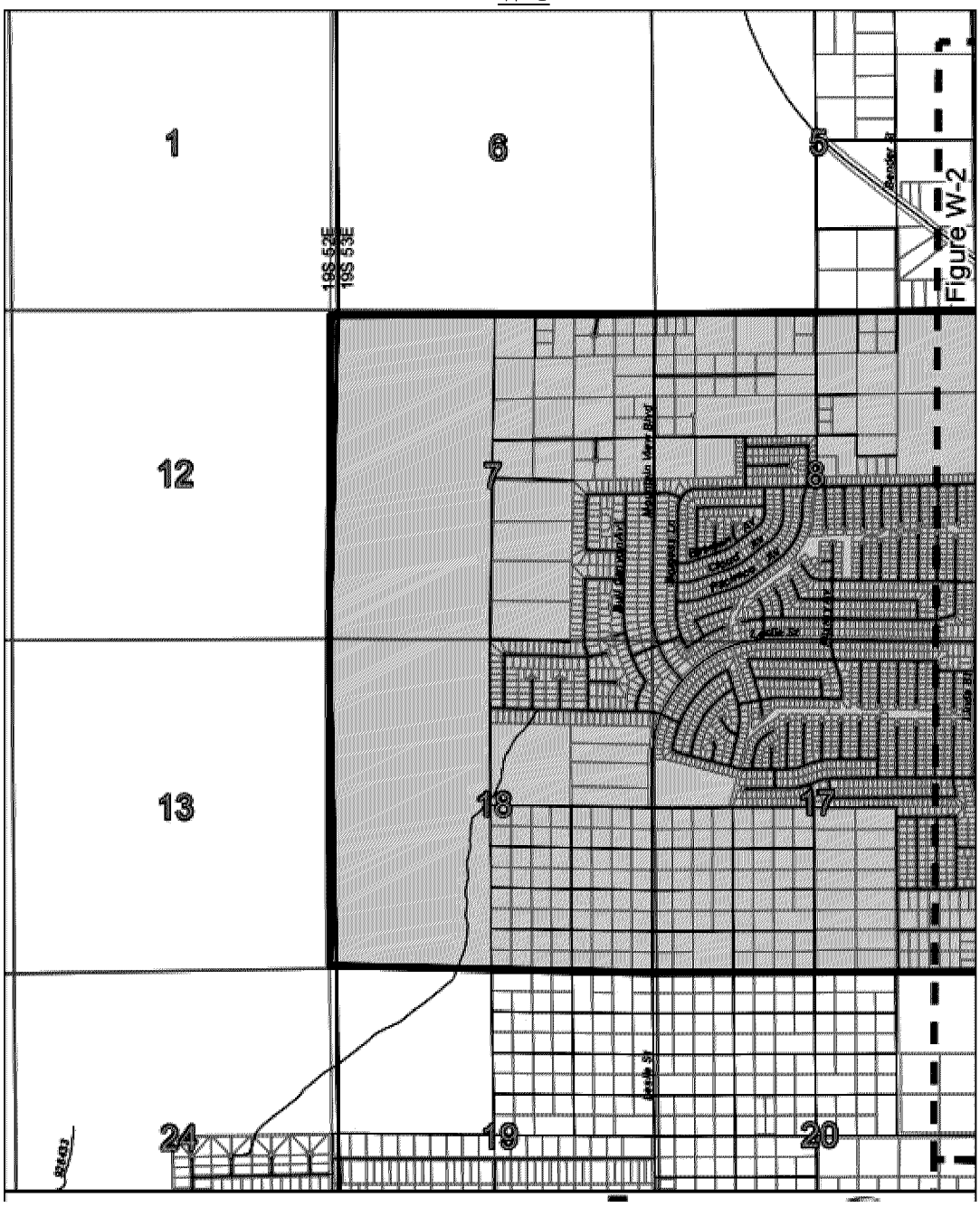


Issued:
Effective:
Advice No.:

Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
A. MAPS (Continued)
W-1

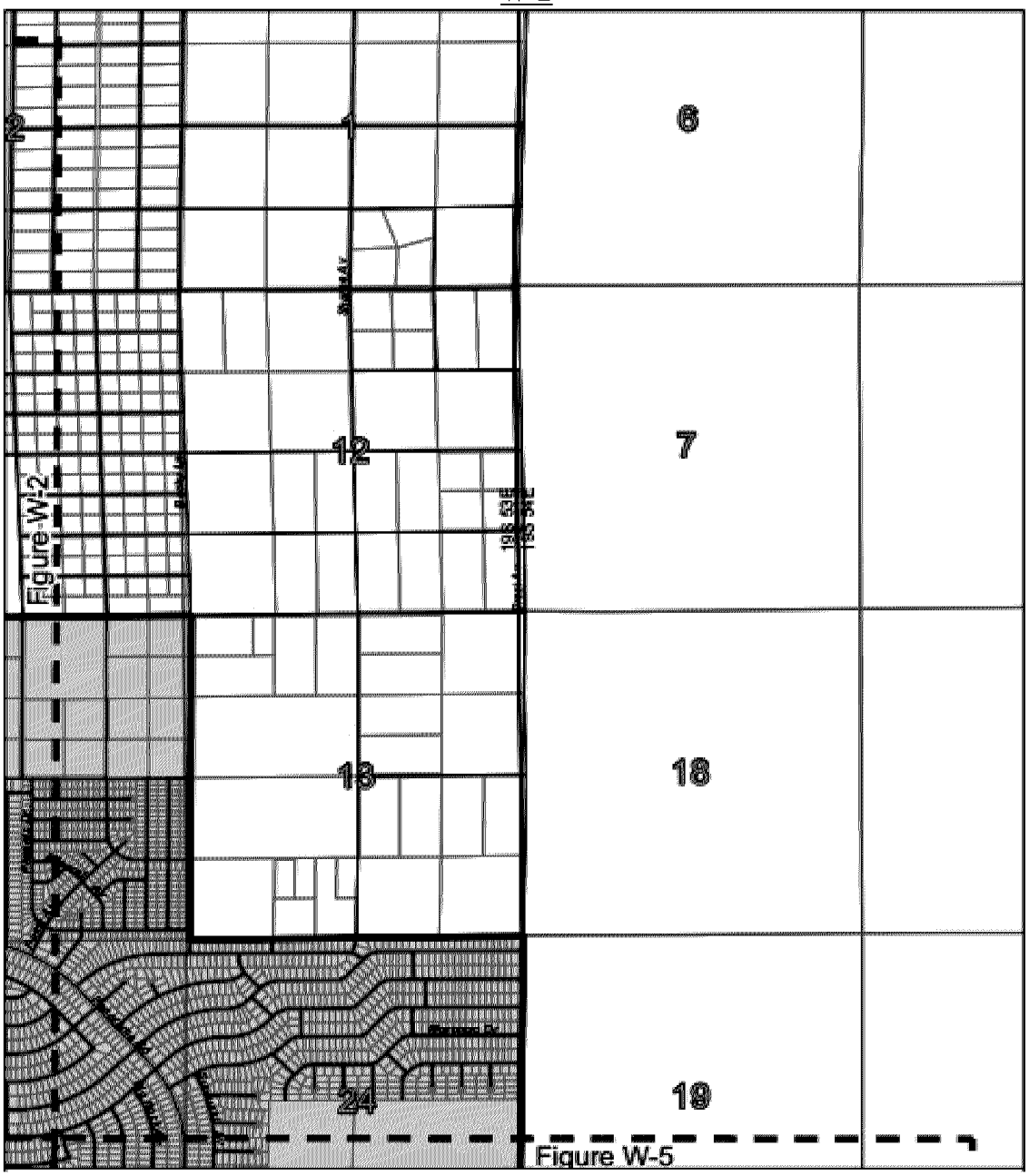


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Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
A. MAPS (Continued)
W-2

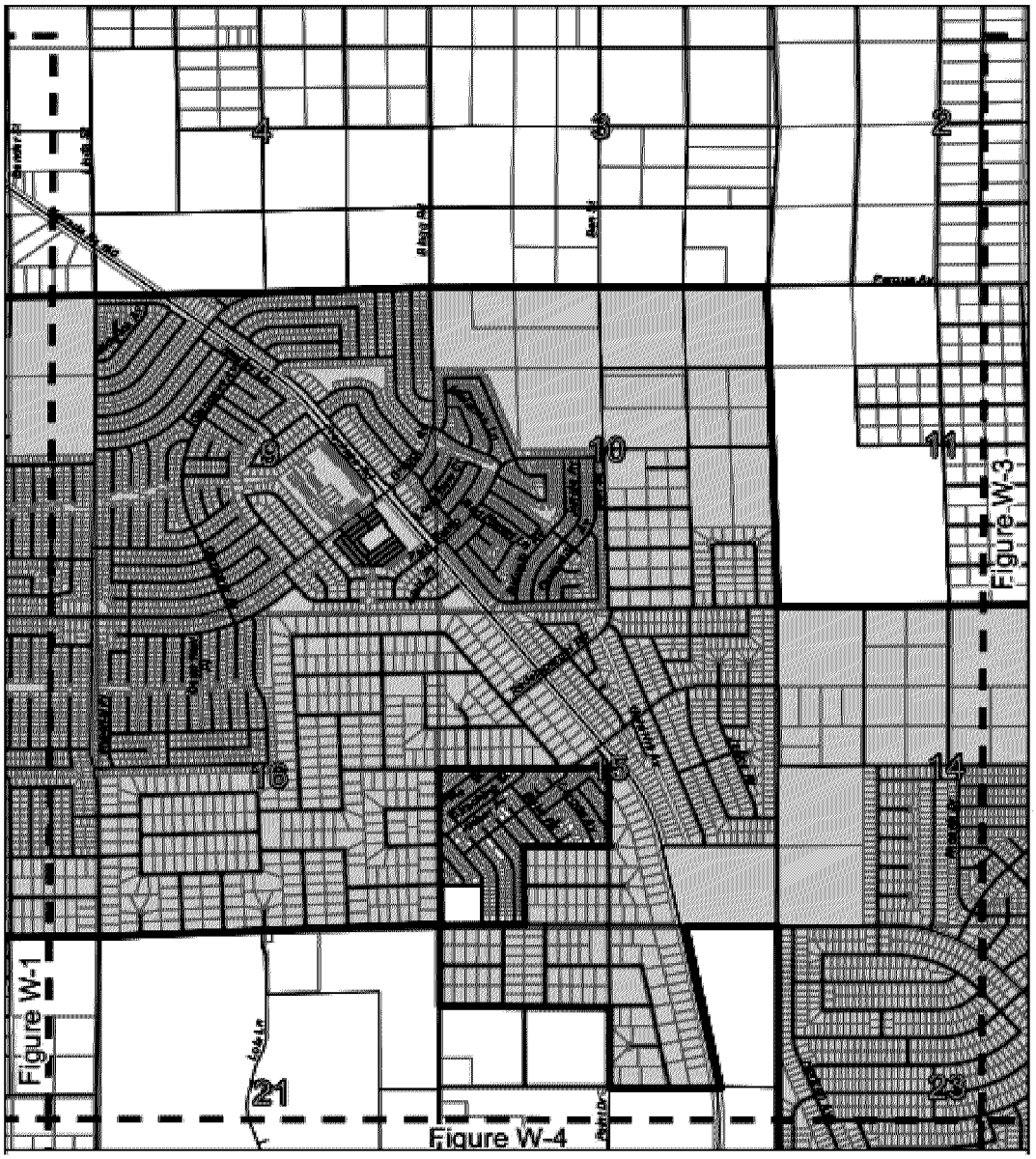


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Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
A. MAPS (Continued)
W-3

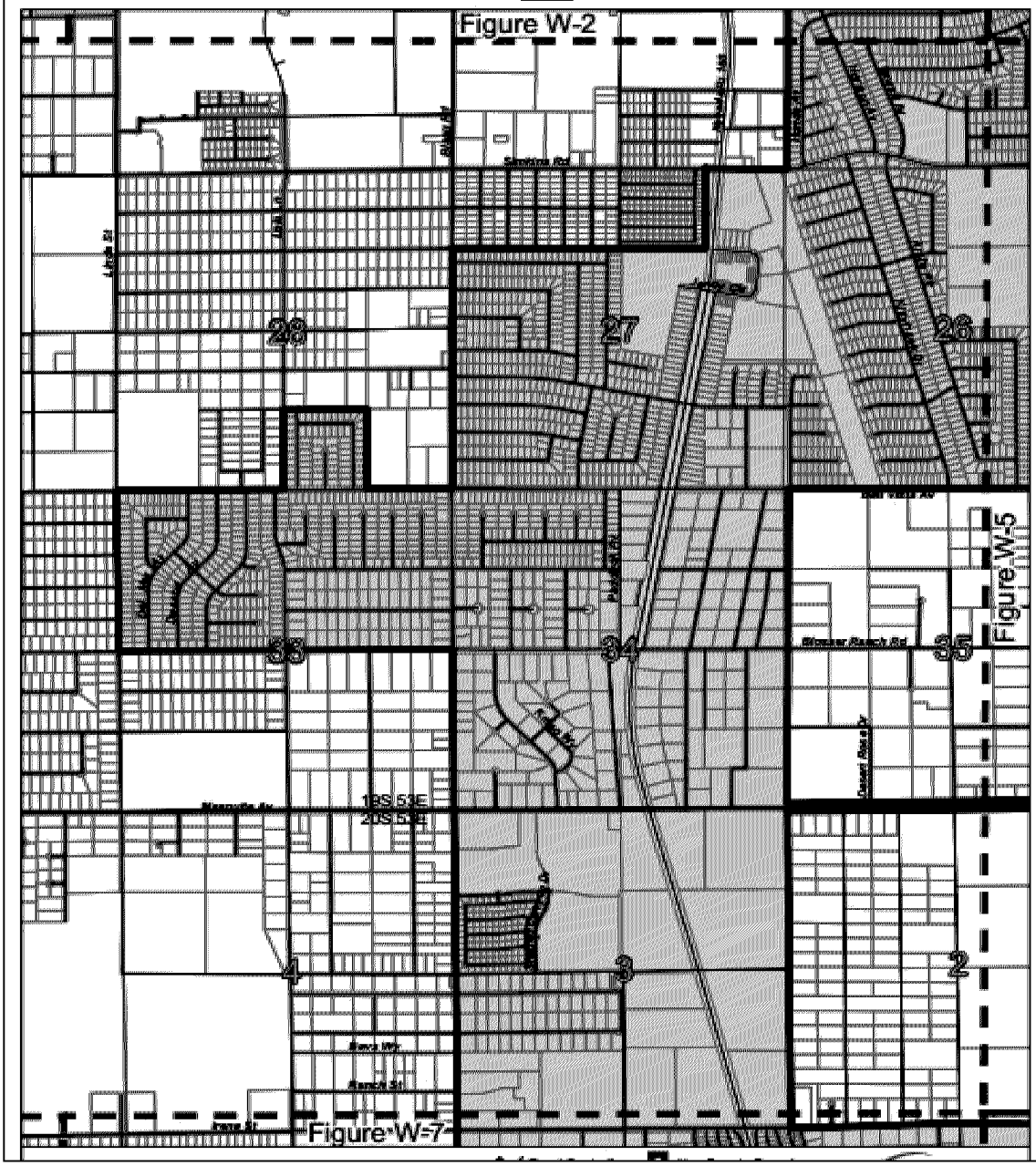


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Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
A. MAPS (Continued)
W-4

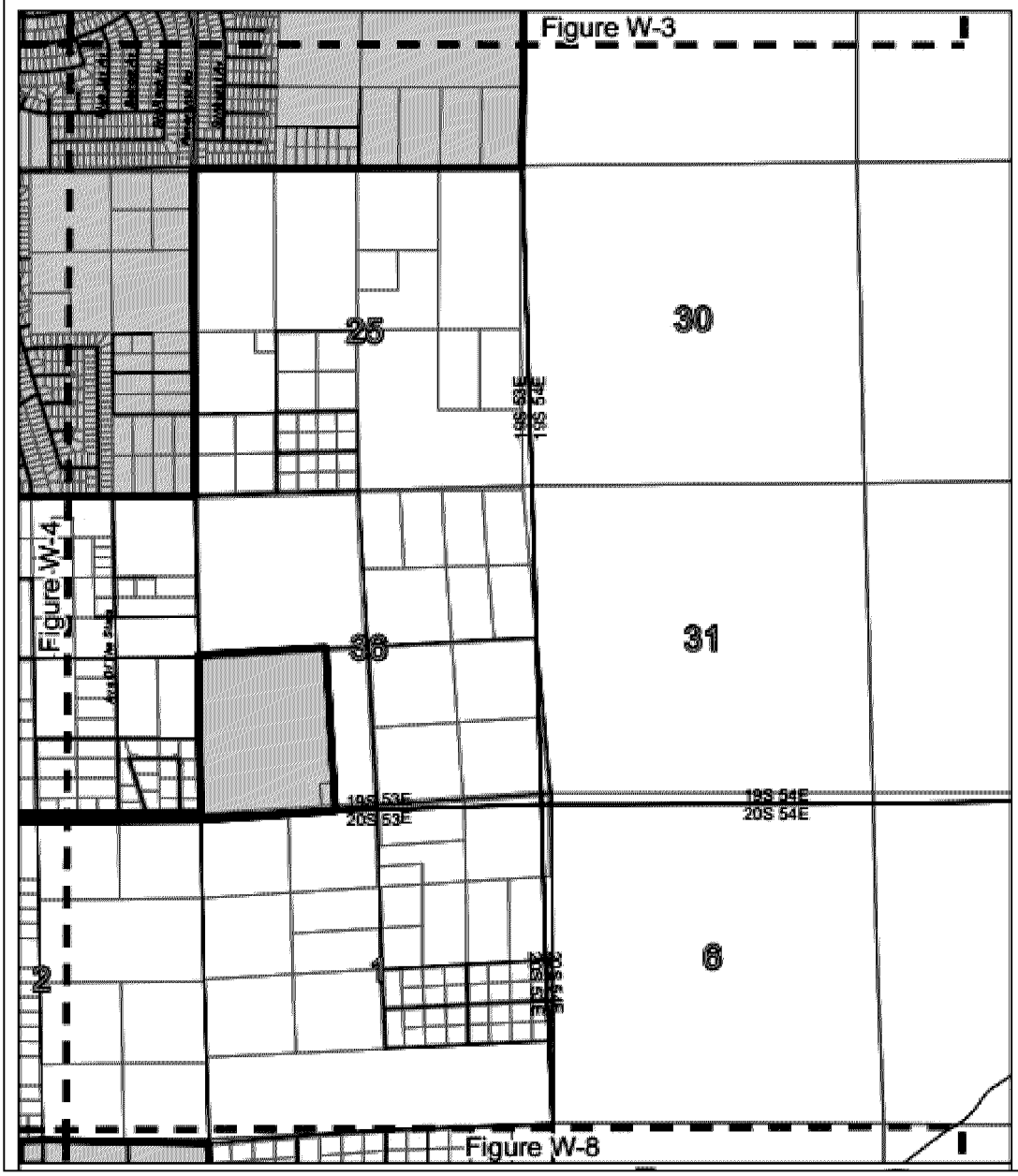


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Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
A. MAPS (Continued)
W-5

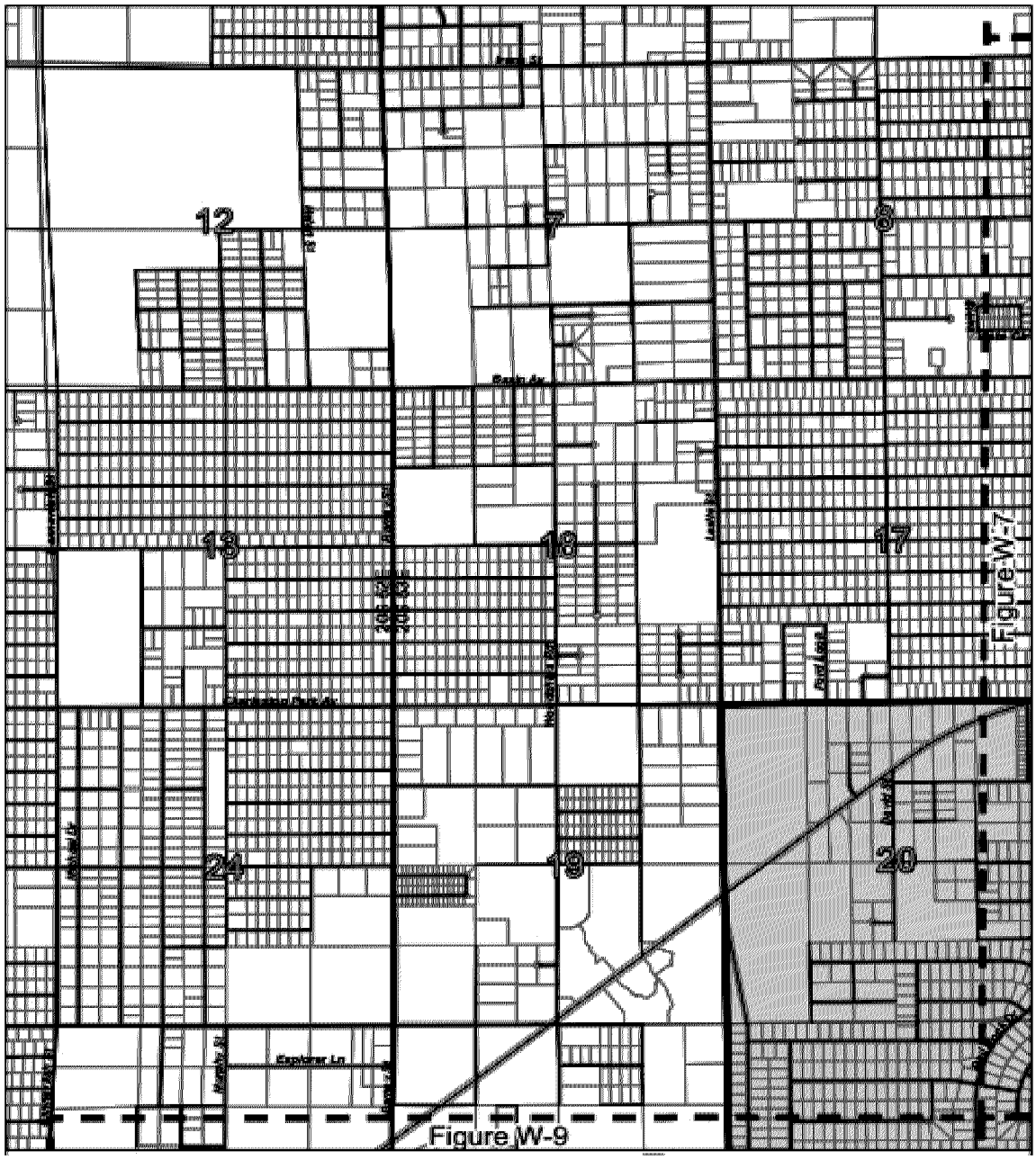


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Nevada Water Service

Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
A. MAPS (Continued)
W-6



Issued:
Effective:
Advice No.:

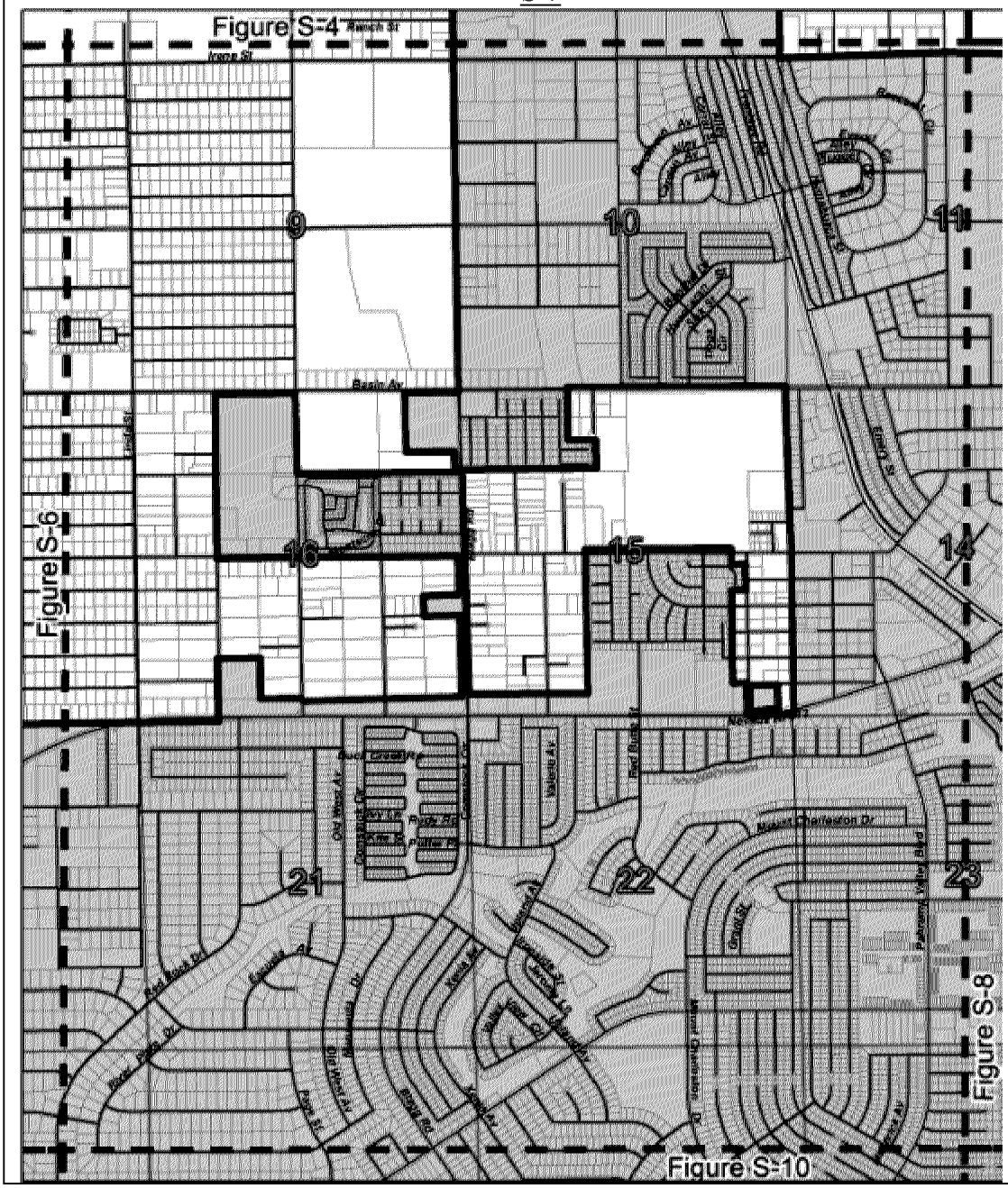
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Nevada Water Service

Tariff No. 1-W (Water)

RULE NO. 17 (Continued)
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

A. MAPS (Continued)

S-7

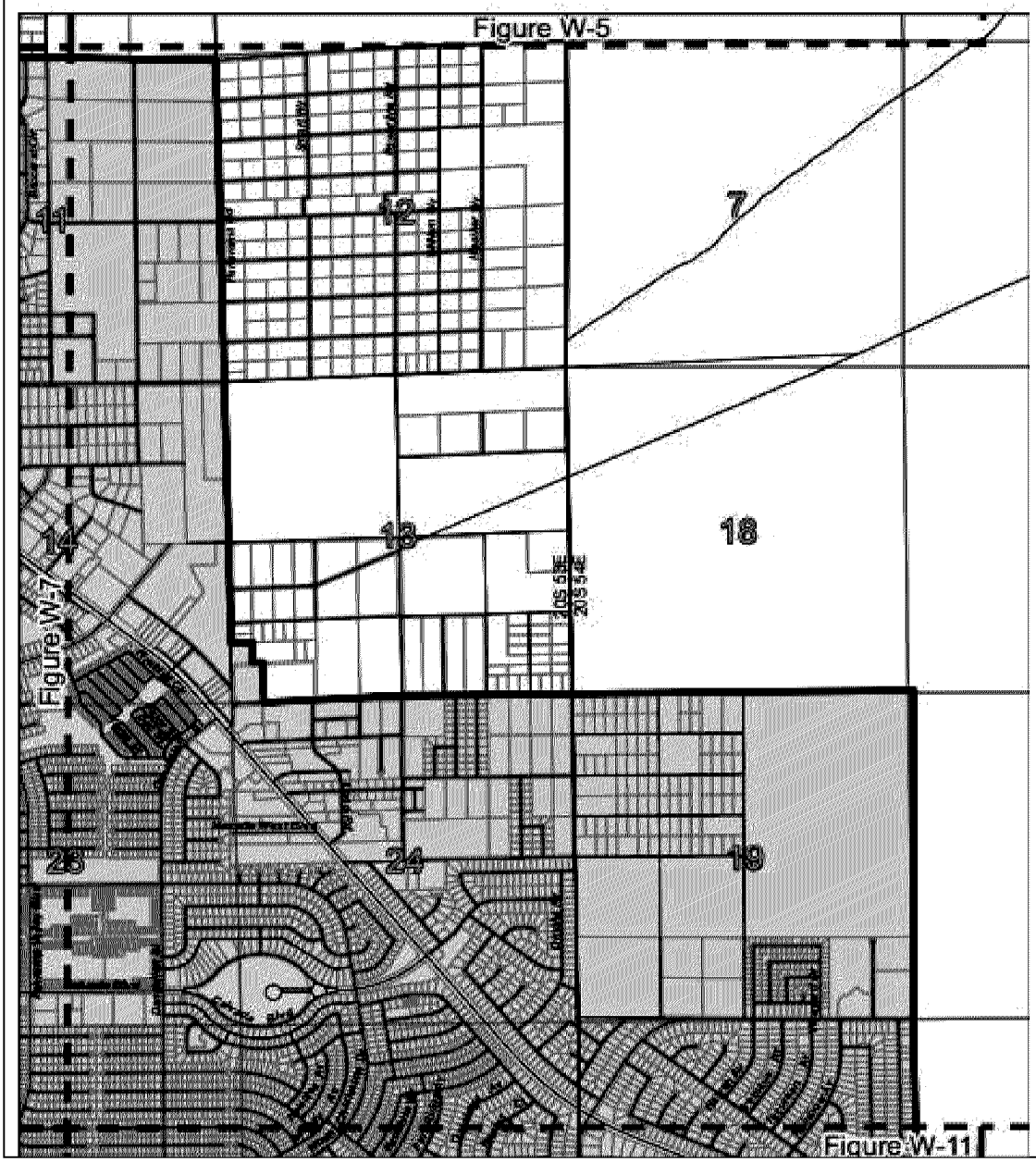


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Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
A. MAPS (Continued)
W-8

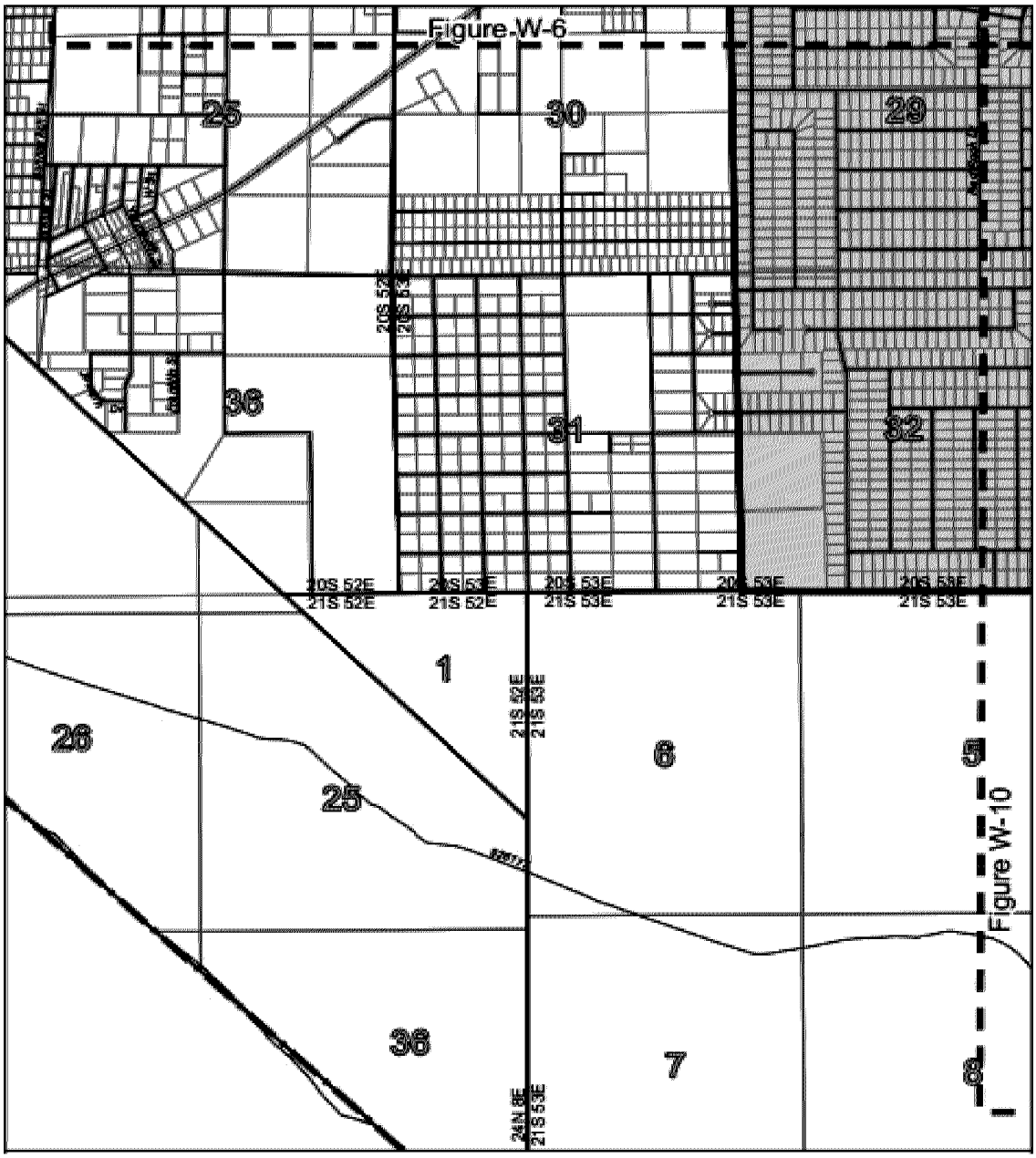


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Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
A. MAPS (Continued)
W-9

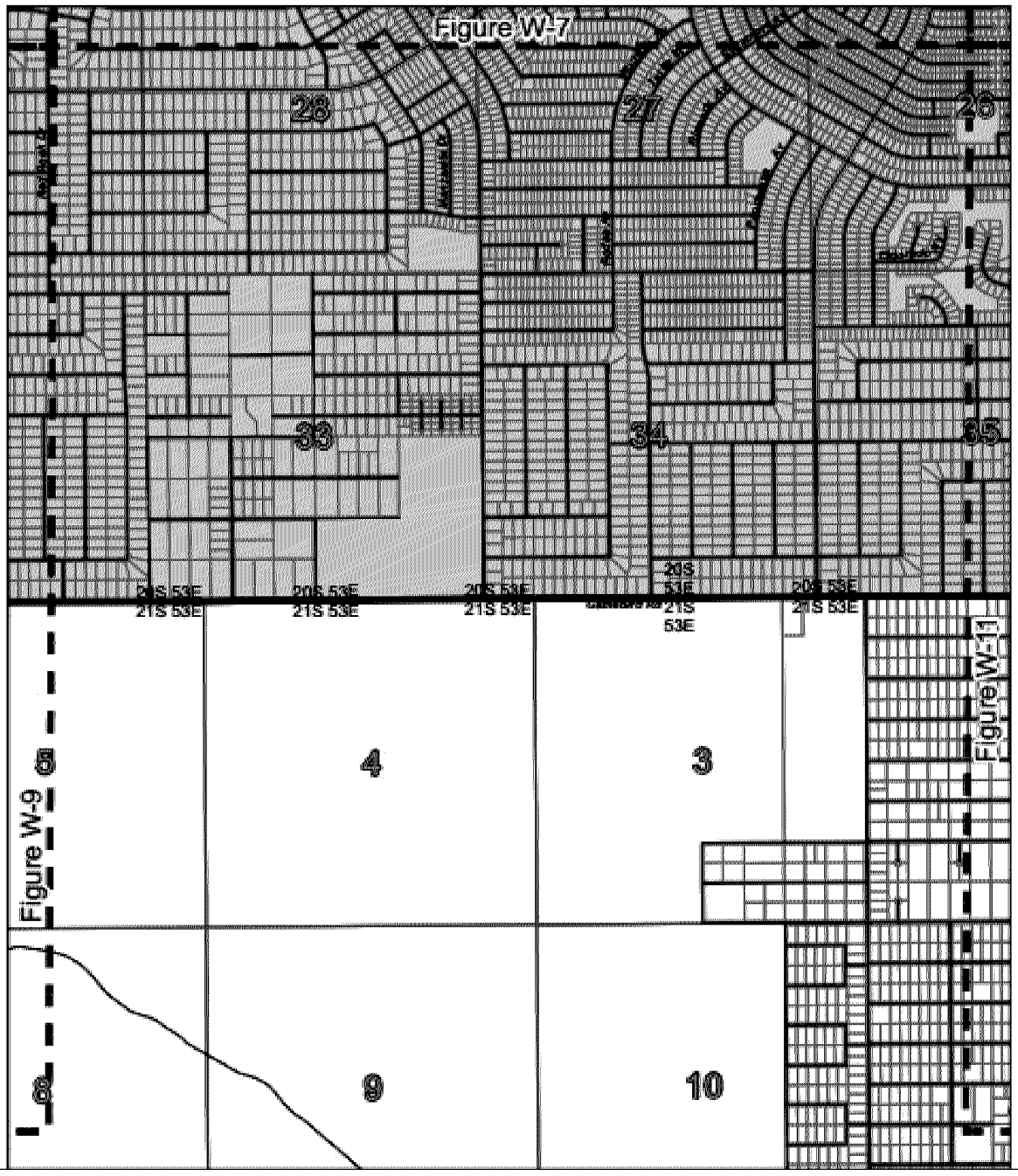


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Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
A. MAPS (Continued)
W-10

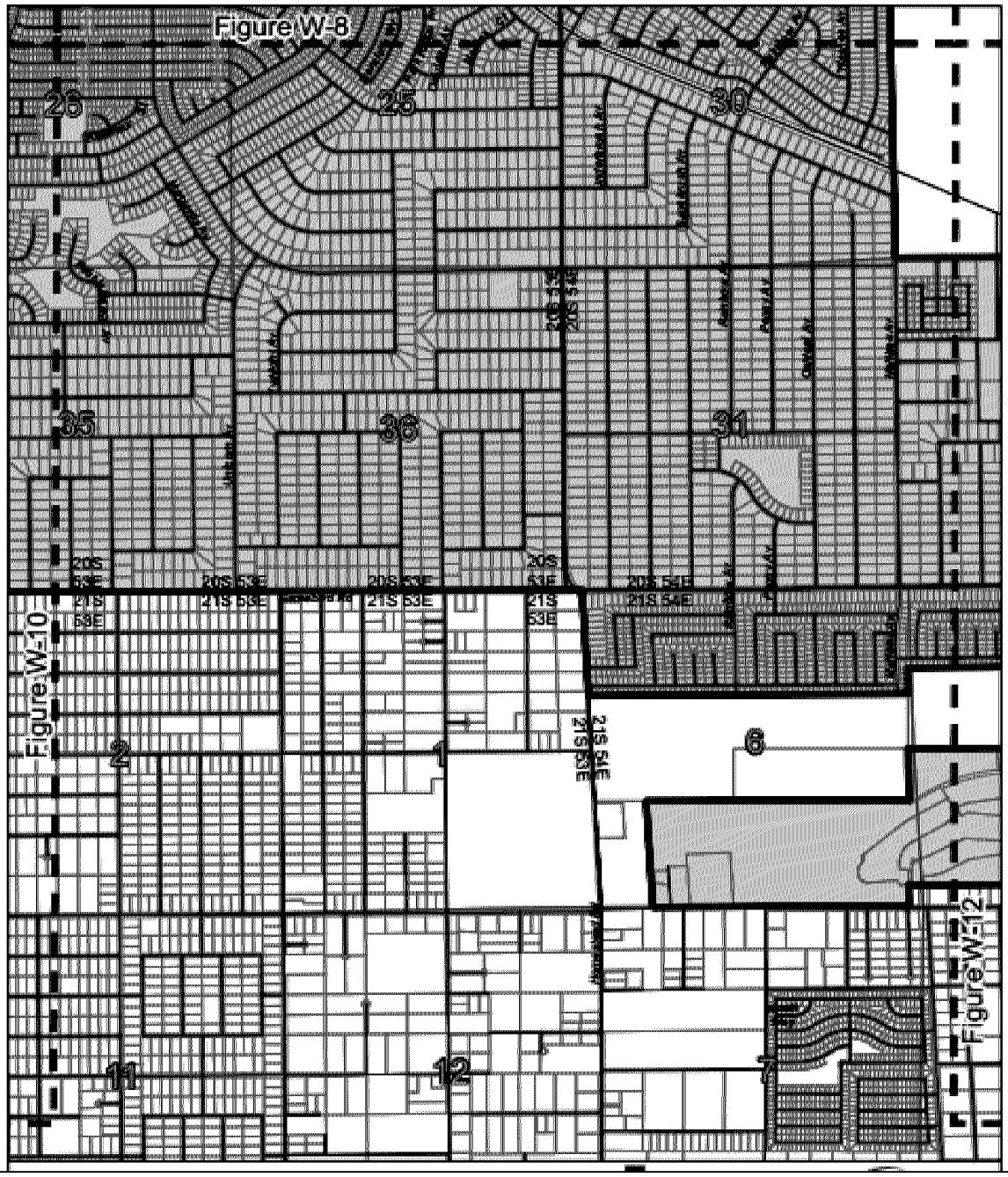


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Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
A. MAPS (Continued)
W-11

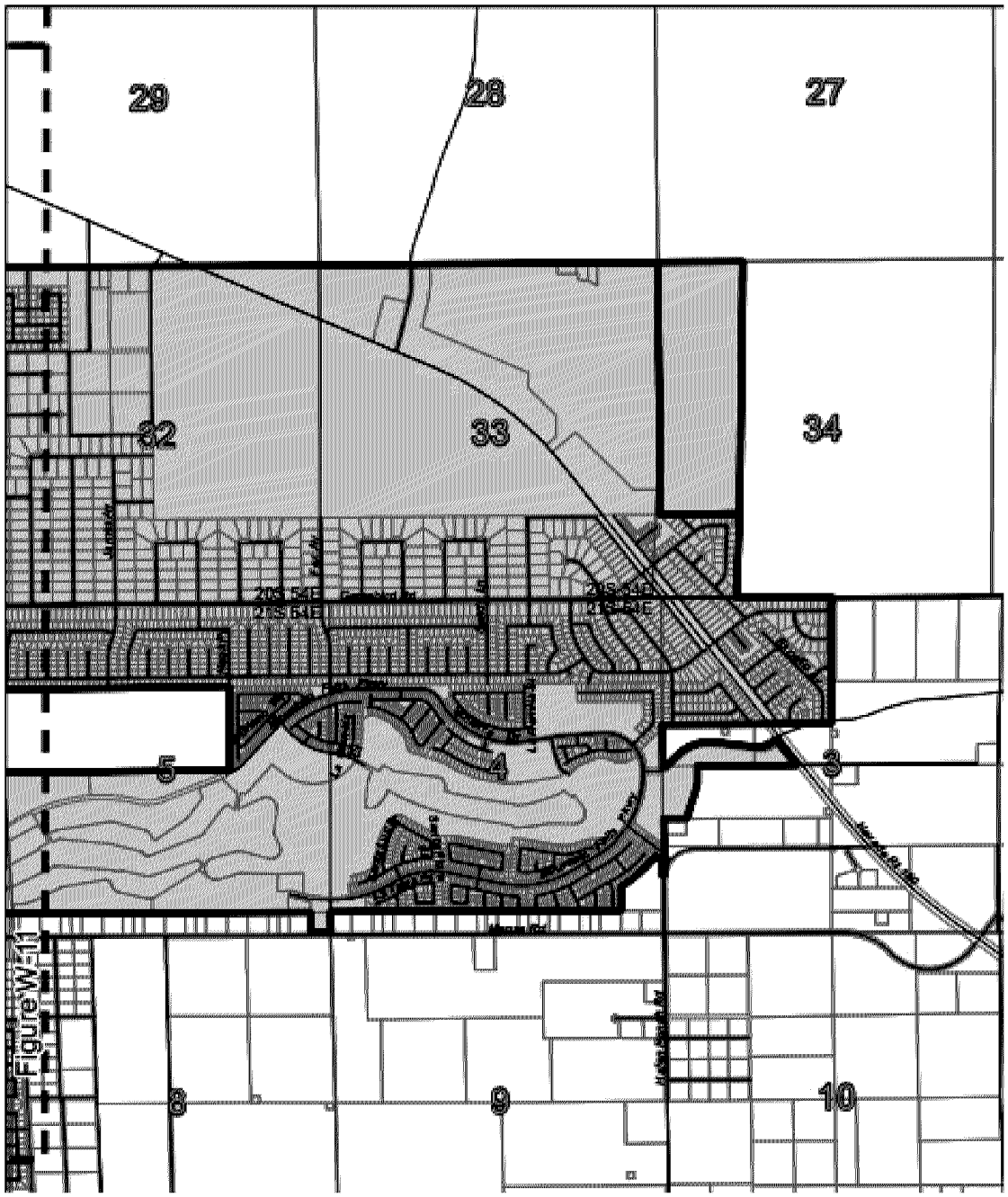


Issued:
Effective:
Advice No.:

Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
A. MAPS (Continued)
W-12



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Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
B. LEGAL DESCRIPTION

The following describes the Water Service area for Utilities Inc., located in Nye County, Nevada,

All that certain real property located within a portion of Sections 7, 8, 9, 10, 14, 23, 24, 26, 27, 33, 34, and 36 of Township 19 South, Range 53 East, M.D.M., Sections 3, 10, 11, 13, 14, 15, 16, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35, and 36 of Township 20 South, Range 53 East, M.D.M., Sections 19, 30, 31, 32, 33, and 34 of Township 20 South, Range 54 East, M.D.M., Sections 3, 4, 5, and 6 of Township 21 South, Range 54 East, M.D.M., all in Nye County, Nevada more particularly described as follows:

Beginning at the Northwest Corner of Section 7, Township 19 South, Range 53 East, M.D.M., Nye County, Nevada; Thence departing said corner, North 89°43'37" East, along the North line of said Section 7, a distance of 5338.39 feet to the Northeast corner of said Section 7, said corner being common to Sections 5, 6, 7, and 8, of said Township 19 South, Range 53 East;

Thence departing said corner, North 89°24'44" East, along the North line of said Section 8, a distance of 5346.91 feet to the Northeast corner of said Section 8, said corner being common to Sections 4, 5, 8, and 9 of said Township 19 South, Range 53 East;

Thence departing said corner, North 88°31'22" East along the North line of said Section 9, a distance of 5208.72 feet to the Northeast corner of said Section 9, said corner being common to Sections 3, 4, 9, and 10 of said Township 19 South, Range 53 East;

Thence departing said corner North 89°48'09" East, along the North line of said Section 10, a distance of 5287.05 feet to the Northeast Corner of said Section 10, said corner being common to Sections 2, 3, 10, and 11 of said Township 19 South, Range 53 East;

Thence departing said corner, South 01°44'11" East, along the East line of said Section 10, a distance of 5321.75 feet to the Southeast corner of said Section 10, said corner being common to Sections 10, 11, 14 and 15 of said Township 19 South, Range 53 East;

Thence departing said corner, North 89°28'26" East, along the North line of said Section 14, a distance of 5326.43 feet to the Northeast corner of said Section 14, said corner being common to Sections 11, 12, 13, and 14 of said Township 19 South, Range 53 East ;

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B. LEGAL DESCRIPTION (Continued)

Thence departing said corner, South 00°09'05" West, along the East line of said Section 14, a distance of 5325.58 feet to the Southeast corner of said Section 14, said corner being common to Sections 13, 14, 23, and 24 of said Township 19 South, Range 53 East;

Thence departing said corner, North 89°21'49" East, along the North line of said Section 24, a distance of 5234.11 feet to the Northeast corner of said Section 24, said corner being common to Sections 13 and 24 of said Township 19 South, Range 53 East and Sections 18 and 19 of Township 19 South, Range 54 East, M.D.M., Nye County, Nevada;

Thence departing said corner, South 00°48'31" West, along the West line of Section 24, said line being the line between said Range 53 East and said Range 54 East, a distance of 5338.30 feet to Southeast corner of said Section 24, said corner being common to Section 24 and 25 of said Township 19 South, Range 53 East and Sections 19 and 30 of said Township 19 South, Range 54 East;

Thence departing said corner, South 89°52'31" West, along the South line of said Section 24, a distance of 5315.55 feet to the Southwest corner of said Section 24, said corner being common to Sections 23, 24, 25, and 26 of said Township 19 South, Range 54 East;

Thence South 00°26'40" East, along the East line of said Section 26, a distance of 5410.97 feet to the Southeast corner of said Section 26, said corner being common to Sections 25, 26, 35 and 36 of said Township 19 South, Range 54 East;

Thence departing said corner, South 89°41'38" West, along the South line of said Section 26, a distance of 5166.61 feet to the Southwest corner of said Section 26, said corner being common to Sections 26, 27, 34 and 35 of said Township 19 South, Range 54 East;

Thence departing said corner, South 00°14'33" West, along the East line of Section 34, a distance of 5244.60 feet to a point coincident with the Northerly Right of Way line of Mesquite Avenue;

Thence departing said point, North 89°26'18" East, along said northerly right of Way line, a distance of 5281.46 feet, to a point on the West section line of said Section 35, said point being coincident with the center line of Panorama Road;

Thence departing said point, North 00°47'30" West, along said centerline of Panorama Road, a distance of 2605.75 feet, to the East Quarter corner of said Section 35, said corner being the West Quarter corner of Section 36;

Thence departing said corner, North 86°30'12" East, along the Center Section line of said Section 36, a distance of 2063.79 feet to the Northeast corner of the West Half (W1/2) of the East Half (E1/2) of the Southwest Quarter (SW1/4) of said Section 36;

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EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
B. LEGAL DESCRIPTION (Continued)

Thence departing said corner, South 03°11'15" East, along the East line of said West Half (W1/2), a distance of 2655.46 feet to the Southeast corner of said West Half (W1/2). Said point being coincident with the North line Section 1, of Township 20 South, Range 53 East, Nye County, Nevada;

Thence departing said corner, South 86°10'34" West, along the South line of said Section 36, said line being coincident with the Township line between said Township 19 South and said Township 20 South, a distance of 2176.05 feet, to the Southwest corner of said Section 36, said corner being common to Sections 35 and 36 of said Township 19 South, Range 53 East and Sections 1 and 2 of said Township 20 South, Range 53 East,;

Thence departing said corner, South 89°14'41" West, along the South line of said Section 35, a distance of 5282.29 feet to the Southwest corner of said Section 35, said corner being common to Sections 34 and 35 of said Township 19 South, Range 53 East and Sections 2 and 3 of said Township 20 South, Range 53 East;

Thence departing said corner, South 00°33'43" East, along the West line of said Section 2, a distance of 5356.30 feet, to the Southwest corner of said Section 2, said corner being common to Sections 2, 3, 10 and 11 of said Township 20 South, Range 53 East;

Thence departing said corner, North 88°04'49" East, along the South line of said Section 2, a distance of 2721.18 feet, to the South Quarter corner of said Section 2, said corner being the North Quarter corner of said Section 11;

Thence departing said corner, South 88°55'58" East, continuing along the South line of said Section 2, a distance of 2637.05 feet, to the Southeast corner of said Section 2, said corner being common to Sections 1, 2, 11, and 12 of said Township 20 South, Range 53 East;

Thence departing said corner, South 01°32'25" East, along the East line of said Section 11, a distance of 5352.99 feet, to the Southeast corner of said Section 11, said corner being common to Sections 11, 12, 13, and 14 of said Township 20 South, Range 53 East;

Thence South 01°24'12" East, a distance of 4338.43 feet to the Northwest corner of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 13; Thence departing said point, North 87°24'09" East along the North line of said Southwest Quarter, a distance of 336.81 feet to the Northeast corner of said Southwest Quarter (SW1/4);

Thence South 00°26'14" East, along the East line of said Southwest Quarter (SW1/4), a distance of 335.06 feet to the Southeast corner of said Southwest Quarter (SW1/4);

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EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
B. LEGAL DESCRIPTION (Continued)

Thence North 88°26'08" East, along the North line of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of said Section 13,a distance of 169.20 feet to the Northeast corner of said Southwest Quarter (SW1/4);

Thence departing said corner, South 01°03'26" East along the East line of said Southwest Quarter (SW1/4), 664.27 feet to the Southeast corner of said Southwest Quarter (SW1/4), said point being on the South line of said Section 13; Thence North 86°52'56" East, along the South line of said Section 13, 2188.14 feet to the South Quarter corner of Section 13, said point also being the North Quarter corner of Section 24 of said Township 20 South, Range 53 East;

Thence departing said corner, North 89°34'06" East, along the South line of said Section 13, a distance of 2706.25 feet to the Southeast corner of said Section 13, said corner being common to Sections 13 and 24 of said Township 20 South, Range 53 East and Sections 18 and 19 of Township 20 South, Range 54 East, M.D.M., Nye County, Nevada;

Thence North 89°20'57" East, along the North line of said Section 19, a distance of 5395.78 feet to the Northeast corner of said Section 19, said corner being common to Sections 17, 18, 19 and 20 of said of Township 20 South, Range 54 East;

Thence departing said corner, South 00°07'21" West, along the East line of said Section 19, 5457.75 feet to the Southeast corner of said Section 19, said corner being common to Sections 19, 20, 29 and 30 of said of Township 20 South, Range 54 East;

Thence departing said corner, South 01°12'38" East, along the east line of said Section 30, a distance of 5326.70 feet to the Southeast corner of said Section 30, said corner being common to Sections 29, 30, 31, and 32 of said of Township 20 South, Range 54 East;

Thence departing said corner, North 89°39'45" East, along the North line of said Section 32, a distance of 5278.74 feet to the Northeast corner of said Section 32, said corner being common to Sections 28, 29, 32, and 33 of said of Township 20 South, Range 54 East;

Thence departing said corner, North 89°34'12" East, along the North line of said Section 33, a distance of 5389.03 feet to the Northeast corner of said Section 33, said corner being common to Sections 27, 28, 33 and 34 of said of Township 20 South, Range 54 East;

Thence departing said corner, South 00°35'43" East, along the East line of said Section 33,4017.39 feet to the Northwest corner of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of said Section 34;

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EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
B. LEGAL DESCRIPTION (Continued)

Thence departing said corner, North 89°02'52" East, along the North line of said Southwest Quarter (SW1/4), a distance of 1252.88 feet to the Northeast corner of said Southwest Quarter (SW1/4);

Thence departing said corner, South 01°51'18" West, along the East line of said Southwest Quarter (SW1/4), a distance of 1351.15 feet to the Southeast corner of said Southwest Quarter (SW1/4), said corner also being on the North line of Section 3, Township 21 South, Range 54 East, M.D.M., Nye County, Nevada;

Thence departing said corner, North 89°35'54" East, along the North line of Said Section 3, a distance of 1510.54 feet to the North Quarter corner of said Section 3;

Thence departing said corner, South 00°22'06" West, along the center section line of said Section 3, a distance of 2013.00 feet to the Northeast corner of the South Half (S1/2) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of said Section 3;

Thence departing said corner departing said corner, South 89°30'52" West, along the North line of the South Half (S1/2) of the South Half (S1/2) of the Northwest Quarter (NW1/4) of said Section 3, a distance of 2674.21 feet to the Northwest corner of said South Half (S1/2) of said Section 3;

Thence departing said corner, South 00°42'23' East, along the West line of said Section 3, a distance of 675.00 feet to the West quarter corner of said Section 3;

Thence departing said corner, North 72°22'00" East a distance of 56.58 feet to a point;

Thence North 44°54'54" East a distance of 152.08 feet to a point;

Thence North 47°07'08" East a distance of 146.21 feet to the beginning of a 627.29 foot radius curve;

Thence along the arc of a 627.29 foot radius curve to the right, through a central angle of 20 °26'18" and arc distance of 146.21 feet to a point of compound curvature;

Thence along the arc of a 644.70 foot radius curve to the right, through a central angle of 18°00'51", an arc distance of 202.70 feet to a point;

Thence departing said point, North 88°48'54" East a distance of 139.18 feet to the beginning of a 971.35 foot radius curve;

Thence along the arc of a 971.35 foot radius curve to the right, through a central angle of 13°45'14", an arc distance of 233.17 feet to a point;

Thence departing said point, South 83°37'29" East a distance of 418.72 feet to the beginning of a 395.45 foot radius curve;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
B. LEGAL DESCRIPTION (Continued)

Thence along the arc of a 395.45 foot radius curve to the left, through a central angle of 41°02'17" an arc distance of 283.24 feet;

Thence North 51°51'29" East a distance of 91.86 feet to a point on the Southwesterly Right of Way line of State Highway 160;

Thence departing said point, South 38°26'59" East, along said Southwesterly Right of Way line, a distance of 539.47 feet to a point on the center of section line of said Section 3;

Thence departing said point, South 89°42'31" West, along said center of section line, a distance of 1575.51 feet to a point;

Thence departing said center of section line, South 00°18'23" East a distance of 282.58 feet to a point;

Thence departing said point, South 17°26'07" West a distance of 578.66 feet to a point;

Thence departing said point, South 89°49'27" West a distance of 365.40 feet to a point on the West line of said Section 3;

Thence departing said point, South 00°54'39" East, along the West line of said Section 3, a distance of 897.31 feet to a point;

Thence departing said West line, North 87°34'33" West a distance of 45.89 feet to a point;

Thence departing said point, North 02°46'15" East a distance of 218.32 feet to a point;

Thence departing said point, North 52°22'54" West a distance of 129.82 feet to a point;

Thence departing said point, South 43°27'24" West a distance of 182.49 feet to the beginning of a 2081.55 foot radius curve.

Thence along the arc of a 2081.55 foot radius curve to the right, through a central angle of 15°08'31", an arc distance of 550.10 feet to a point;

Thence departing said point, South 00°47'00" West a distance of 386.31 feet to a point;

Thence departing said point, South 89°40'00" West a distance of 4605.98 feet to a point on the West line of Section 4, Township 21 South, Range 54 East, M.D.M., Nye County, Nevada;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
B. LEGAL DESCRIPTION (Continued)

Thence departing said point, South 00°49'54" East, along said West line of said Section 4, a distance of 326.61 feet to the Southwest corner of said Section 4, said corner being common to Sections 4, 5, 8, and 9 of said Township 21 South, Range 54 East;

Thence departing said corner, South 89°44'21" West, along the South line of said Section 5, distance of 329.61 feet to a point;

Thence departing said South line, North 00°43'41" East a distance of 330.83 feet to a point;

Thence departing said point, South 89°39'14" West a distance of 4939.99 feet to a point on the West line of said Section 5;

Thence departing said point, South 00°07'01"East, along said West line, a distance of 331.38 feet to the Southwest corner of said Section 5, said corner being common to Sections 5, 6, 7, and 8 Township 21 South, Range 54 East;

Thence departing said corner, South 89°36'08" West, along the South line of said Section 6, a distance of 4128.17 feet;

Thence departing said South line, North 03°43'07" West a distance of 1749.52 feet to a point;

Thence departing said point, North 89°49'11" East a distance of 4239.94 feet to a point on the West line of said Section 5;

Thence departing said point, North 00°33'12" West, along said West line of Section 5, a distance of 850.88 feet to the West quarter corner of Said Section 5, said point also being the East quarter corner of said Section 6;

Thence departing said corner, North 89°36'49" East, a distance of 1442.37 feet to a point;

Thence departing said point, North 88°57'33" East, a distance of 2227.26 feet to a point;

Thence departing said point, North 00°25'23" West, a distance of 1324.66 feet to a point;

Thence departing said point, South 89°13'26" West, a distance of 3660.39 feet to a point on the East line of said Section 6;

Thence departing said point, South 00°02'25" East, along said East line of Section 6, a distance of 425.42 feet to a point;

Thence departing said East line, South 89°39'22" West a distance of 5153.92 feet to a point on the west line of said Section 6;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
B. LEGAL DESCRIPTION (Continued)

Thence departing said point, North 03°17'10" West, along the West line of said Section 6, a distance of 1741.55 feet to the Northwest corner of said Section 6, said corner being common to Section 1, Township 21 South, Range 53 East, M.D.M., Nye County, Nevada;

Thence departing said corner, South 89°50'09" West, along the North line of Said Section 1, a distance of 4859.80 feet to the Northwest corner of said Section 1, said corner being common to Sections 1 and 2 of said Township 21 South, Range 53 East;

Thence departing said corner, South 89°41'37" West, along the north line of said Township 21 South, Range 53 East, a distance of 6033.71 feet to the Southeast corner of Section 34, of said Township 20 South, Range 53 East said corner being common to Sections 34 and 35;

Thence departing said corner, South 89°35'58" West, along the South line of said Section 34, a distance of 5334.63 feet to the Southwest corner of said Section 34, said corner being common to Section 33, of said Township 20 South, Range 53 East;

Thence departing said corner, South 89°32'55" West, along the South line of said Section 33, a distance of 2667.68 feet to the South Quarter corner of said Section 33;

Thence departing said corner, South 89°32'55" West, along said South line, a distance of 1866.25 feet to the Northeast corner of Section 5, Township 21 South, Range 53 East, M.D.M., Nye County, Nevada, said corner being common to Sections 4 and 5 of said Township 21 South, Range 53 East;

Thence departing said corner, South 89°52'14" West, along the North line of said Section 5, a distance of 4457.07 feet to a point being at the center line of Winchester Avenue;

Thence departing said centerline, North 89°55'59" West, along said North line, a distance of 1659.01 feet to the Southwest corner of Section 32, of said Township 20 South, Range 53 East, M.D.M., said corner being common to Section 31 of said Township 20 South, Range 53 East;

Thence departing said corner, North 01°09'03" West, along the West line of said Section 32, a distance of 5316.12 feet to the Northwest corner of said Section 32, said corner being common to Sections 29, 30, 31, and 32 of Said Township 20 North, Range 53 East;

Thence departing said corner, North 00°56'10" West, along the West line of said Section 29, a distance of 5317.49 feet to the Northwest corner of said Section 29, said corner being common to Sections 19, 20, 29, and 30 of Said Township 20 North, Range 53 East;

Thence departing said corner, North 00°57'03" West, along the West line of said Section 20, a distance of 5294.40 feet to the Northwest corner of said Section 20, said corner being common to Sections 17, 18, 19, and 20 of Said Township 20 North, Range 53 East;

Thence departing said comer, South 89"52'14" West, along the North line of said Section 5, a distance of 4457.07 feel to a point being at the center line of Winchester Avenue;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
B. LEGAL DESCRIPTION (Continued)

Thence departing said corner, North 89°06'19" East, along the North line of said Section 20, a distance of 5280.26 feet to the Northeast corner of said Section 20, said corner being common to Sections 16, 17, 20 and 21 of Said Township 20 North, Range 53 East;

Thence departing said corner, North 89°25'58" East along the South line of said Section 16, a distance of 1312.73 feet to the West 1/16TH corner of Said Section 16;

Thence departing said corner, North 01°13'58" West along the sixteenth line of the Southwest Quarter (SW1/4) of said Section 16, a distance of 1003.28 feet to a point;

Thence departing said point, North 87°10'32" East a distance of 697.13 feet to a point;

Thence departing said point, South 01°08'39" East a distance of 669.33 feet to a point;

Thence departing said point, North 88°53'49" East a distance of 637.50 feet to a point on the Westerly Right of Way line of Lola Lane;

Thence departing said point, South 53°03'24" East a distance of 79.01 feet to a point on the Easterly Right of Way line of Lola Lane;

Thence departing said Right of Way line, North 88°21'39" East a distance of 2561.94 feet to a point;

Thence departing said point, North 01°37'18" West a distance of 1316.96 feet to a point;

Thence departing said point, South 88°35'50" West a distance of 579.24 feet to a point;

Thence departing said point, North 01°28'12" West a distance of 330.00 feet to a point;

Thence departing said point, North 88°21'26" East a distance of 577.95 feet to a point;

Thence departing said point, North 01°32'23" West a distance of 632.73 feet to a point on the Southerly Right of Way of Wilson Road;

Thence departing said point, South 89°23'57" West, along said Southerly Right of Way line, a distance of 3909.72 feet to a point on the centerline of Margaret Street;

Thence departing said Right of Way line, North 00°47'40" West, along the sixteenth line of the Northwest Quarter (NW1/4) of said Section 16, a distance of 2666.06 feet to a point on the Southerly Right of Way line of Basin Road;

Thence departing said point, North 89°19'52" East, along said southerly Right of Way line, a distance of 1310.81feet to a point on the center section line of said Section 16;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
B. LEGAL DESCRIPTION (Continued)

Thence departing said Right of Way line, South 01°13'22" East, along said center section line, a distance of 1300.20 feet to the Southwest corner of the North Half (N1/2) of the Northeast Quarter (NE1/4) of said Section 16;

Thence departing said corner, North 89°38'45" East, along the South line of said North Half, a distance of 2556.05 feet to a point;

Thence departing said point, North 01°07'24" West a distance of 331.56 feet to a point;

Thence departing said point, South 89°44'37" West a distance of 781.22 feet to a point;

Thence departing said point, North 01°25'29" West a distance of 965.96 feet to a point on the Southerly Right of Way line of Basin Road;

Thence departing said point, North 89°40'58" East, along said Right of Way line, a distance of 873.74 feet to appoint on the East line of said Section 16, said point being on the centerline of Blagg Road;

Thence departing said point, North 00°54'30" West, along said centerline of Blagg Road, a distance of 5397.27 feet to the Northwest corner of Section 10, Township 20 South, Range 53 East, M.D.M., Nye County, Nevada, said corner being common to Sections 3, 4, 9, and 10 of said Township 20 South, Range 53 East;

Thence departing said corner, North 00°36'42" West, along the West line of said Section 3, a distance of 5340.64 feet to the Southeast corner of Section 33, Township 19 South, Range 53 East, M.D.M., Nye County, Nevada, said corner being common to Sections 33 and 34 of said Township 19 South, Range 53 East and Sections 3 and 4 of Township 20 South, Range 53 East, M.D.M., Nye County, Nevada;

Thence departing said corner, North 00°20'37" West, along the East line of said Section 33, a distance of 2693.14 feet to the East Quarter corner of said Section 33, said corner also being the West Quarter corner of said Section 34;

Thence departing said corner, South 89°45'45" West, along the center section line of said Section 33, a distance of 5300.75 feet to the West quarter corner of said Section 33, said point also being the East Quarter corner of Section 32 of said Township 19 South, Range 53 East;

Thence departing said corner, North 01°00'02" West, along the West line of said Section 33, a distance of 2679.85 feet to the Southeast corner of Section 28, of said Township 19 South, Range 53 East;

Thence departing said corner, North 89°35'03" East, along the South line of said Section 28, a distance of 2654.31 feet to the South Quarter corner of said Section 28, said corner also being the North Quarter corner of said Section 33 of said Township 19 South, Range 53 East;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
B. LEGAL DESCRIPTION (Continued)

Thence departing said corner, North 00°08'20" East, along the center section line of said Section 28, a distance of 1328.83 feet to Northwest corner of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of said Section 28;

Thence departing said corner, North 89°23'10" East, along the North line of said Southwest Quarter (SW1/4), a distance of 1330.21 feet to the Northeast corner of said Southwest Quarter (SW1/4);

Thence departing said corner, South 00°04'32" East, along the East line of said Southwest Quarter (SW1/4), a distance of 1330.45 feet to the Southeast corner of said Southwest Quarter (SW1/4);

Thence departing said corner, North 89°41'00" East, along the South line of said Section 28, a distance of 1341.99 feet to the Southeast corner of said Section 28, said corner being common to Sections 27, 28, 33 and 34 of said Township 19 South, Range 53 East;

Thence departing said corner, North 00°02'57" East, along the West line of said Section 27, a distance of 4011.05 feet to the Southwest corner of the North Half (N1/2) of the North Half (N1/2) of said Section 27;

Thence departing said corner, South 89°54'13" East, along the South line of Said North Half (N1/2), a distance of 4010.70 feet to Southwest corner of the Northeast Quarter (NE1/4) of The Northeast Quarter (NE1/4) of said Section 27;

Thence departing said corner, North 00°30'09" East, along the West line of said Northeast Quarter (NE1/4), a distance of 1344.13 feet to a point on the North line of said Section 27;

Thence departing said point, South 89°37'44" East, along the North line of said Section 27, a distance of 1283.93 feet to the Southeast corner of Section 22, said corner being common to Sections 22, 23, 26 and 27 of said Township 19 South, Range 53 East;

Thence departing said corner, North 00°16'49" East, along the East line of said Section 22, a distance of 5351.12 feet to the Northeast corner of said Section 22, said corner being common to Sections 14, 15, 22 and 23 of said Township 19 South, Range 53 East;

Thence departing said corner, South 89°42'18" West, along the North line of said Section 22, a distance of 1460.00 feet to a point on the Easterly Right of Way line of State Highway 160;

Thence departing said point, South 11°47'29" East, along said Easterly Right of Way line, a distance of 2733.46 feet to a point on the center section line of said Section 22;

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EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
B. LEGAL DESCRIPTION (Continued)

Thence departing said Easterly Right of Way line, South 89°51'56" West, along said center section line, a distance of 1749.85 feet to the Center Quarter corner of said Section 22;

Thence departing said corner, North 00°12'47" East, along the North center section line of said Section 22. A distance of 1341.16 feet to the Southeast corner of the North Half (N1/2) of the Northwest Quarter (NW1/4) of said Section 22;

Thence departing said corner, North 89°35'04" West, along the South line of said North Half (N1/2) a distance of 2657.81 feet to the Southwest corner of said North Half (N1/2);

Thence departing said corner, North 00°08'43" East, along the West line of said Section 22, a distance of 1372.40 feet to the Northwest corner of said Section 22, said corner being common to Sections 15, 16, 21, 22 of said Township 19 South, Range 53 East;

Thence departing said corner, South 87°39'24" West, along the South line of said Section 16, a distance of 5337.60 feet to the Southwest corner of said Section 16, said corner being common to Sections 16, 17, 20 and 21 of said Township 19 South, Range 53 East;

Thence departing said corner, South 89°44'07" West, along the South line of said Section 17, a distance of 5423.23 feet to the Southwest corner of said Section 17, said corner being common to Sections 17, 18, 19, and 20 of said Township 19 South, Range 53 East;

Thence departing said corner, North 88°45'14" West, along the South line of said Section 18, a distance of 5290.68 feet to the Southwest corner of said Section 18, said corner being common to said Sections 18 and 19 of said Township 19 South, Range 53 East and Sections 13 and 24 of Township 19 South, Range 52 East, M.D.M., Nye County, Nevada;

Thence departing said corner, North 00°23'42" West, along the West line of said Section 18, a distance of 5280.61 feet to the Northwest corner of said Section 18, said corner being common to Sections 7 and 18 of said Township 19 South, Range 53 East and Sections 12 and 13 of said Township 19 South, Range 52 East;

Thence departing said corner, North 00°15'09" East, along the West line of said Section 7, a distance of 5190.49 feet to the Northwest corner of said Section 7, said point being the **Point of Beginning**;

Excepting therefrom all that land lying within the following described parcel:

Beginning at the Southwest corner of Section 15, Township 19 South, Range 53 East, M.D.M., Nye County, Nevada, **Thence** North 00°13'24" West, along the West line of said Section 15, a distance of 2572.79 feet to the West Quarter corner of said Section 15;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
B. LEGAL DESCRIPTION (Continued)

Thence departing said corner, North 89°36'24" East, along the center section line of said Section 15, a distance of 2651.24 feet to the Center Quarter corner of said Section 15;

Thence departing said corner, South 00°07'12" East, along the South center section line of said Section 15, a distance of 1306.43 feet to the Northeast corner of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of said Section 15;

Thence departing said corner, South 89°57'02" West, along the North line of said Southeast Quarter (SE1/4), a distance of 1324.82 feet to the Northwest corner of said Southeast Quarter (SE1/4);

Thence departing said corner, South 00°09'17" East, along the West line of said Southeast Quarter (SE1/4), a distance of 1296.65 feet to the Southwest corner of said Southeast Quarter (SE1/4);

Thence departing said corner, North 89°25'35" West, along the South line of said Section 15, a distance of 1322.64 feet to the Southwest corner of said Section 15, said point being the **Point of Beginning:**

Further Excepting therefrom all that land lying within the following described parcel:

Commencing at the Southwest corner of Section 15, Township 20 South, Range 53 East, M.D.M., Nye County, Nevada; Thence North 01°34'42" West, a distance of 367.26 feet;

Thence North 88°25'18" East, a distance of 28.19 feet to a point on the Easterly Right of Way line of Blagg Road and the **Point of Beginning**;

Thence North 01°37'04" West, along said Easterly Right of Way line, a distance of 3636.85 feet;

Thence departing said Easterly Right of Way line, North 89°38'16" East, a distance of 2173.78 feet;

Thence North 01°09'09" West, a distance of 470.21 feet;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
B. LEGAL DESCRIPTION (Continued)

Thence South 89°40'33" West, a distance of 444.35 feet;

Thence North 01°07'27" West, a distance of 859.30 feet to the centerline of Basin Road, said point also being on the North line of said Section 15;

Thence along said North line, North 89°46'54" East, a distance of 3534.35 feet to the Northeast Corner of said Section 15;

Thence South 02°12'19" East, along the East line of said Section 15, a distance of 2664.25 feet to the East quarter corner of said Section 15;

Thence continuing along said East line, South 00°51'10" East, a distance of 2669.52 feet to the Southeast corner of said Section 15;

Thence along the South line of said Section 15, South 89°43'11" West, a distance of 755.04 feet;

Thence departing said South line, North 00°49'48" West, along the westerly right of way line of Bolling Road, 521.80 feet to a point on the southerly right of way line of Fifth Street;

Thence along said southerly right of way line, South 88°59'16" West, 226.16 feet;

Thence departing said southerly right of way line, North 00°47'11" West 1504.62 feet;

Thence North 89°08'59" East, a distance of 225.00 feet;

Thence North 00°50'37" West, a distance of 423.20 feet;

Thence South 89°09'05" West, a distance of 224.80 feet;

Thence North 00°35'38" East, a distance of 257.50 feet;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP
B. LEGAL DESCRIPTION (Continued)

Thence South 89°45'16" West, a distance of 2372.85 feet;

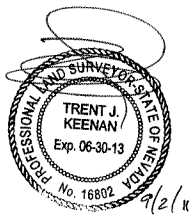
Thence South 01°14'09" East, a distance of 2341.62 feet;

Thence South 89°49'47" West, 1941.62 feet to the **Point of Beginning**.

Service Area containing 27,794 Acres more or less.

This legal description was prepared using data provided to Diamondback Land Surveying by Utilities Inc. and is not intended to represent an actual survey on the ground.

Prepared by:
Diamondback Land Surveying
2980 S. Rainbow Blvd. Suite 210C
Las Vegas, Nevada 89146
(t) 888.594.DBLS
(o) 702.823.3257
(f) 702.933.9030



_____
Trent J. Keenan, PLS 16802

Spring Mountain Annexation
Parcel# 027-741-12 in the town of Pahrump, Nevada

Being the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) and the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 54 East, M.D.M, Nye County, Nevada.

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

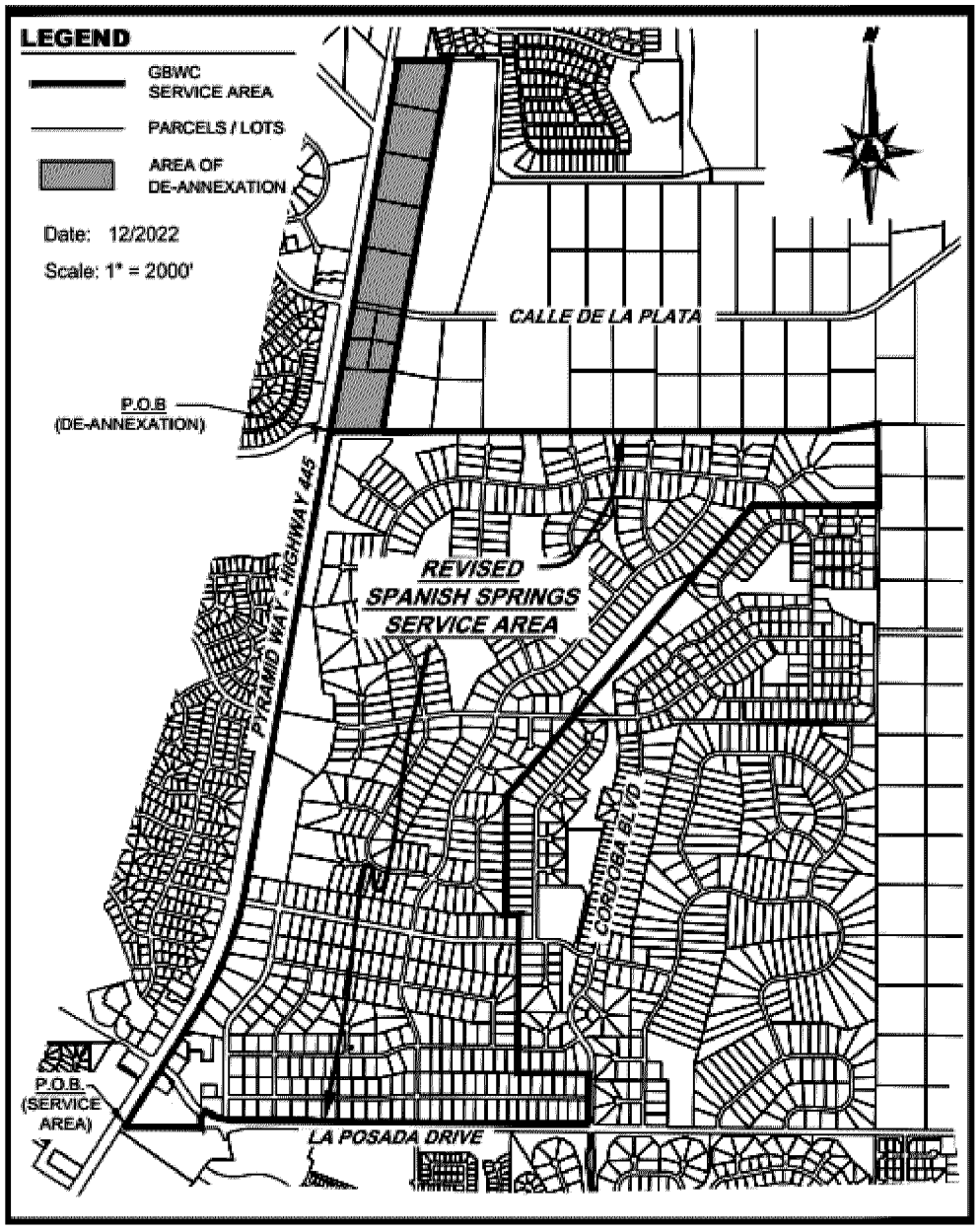
B. LEGAL DESCRIPTION (continued)

Tractor Supply Annexation
Parcel # 035-345-05 in the town of Pahrump, Nevada

Being a portion of the Southeast Quarter (SE 1/4) of Section 15, Township 20 South, Range 53 East, M.D.M., Nye County, Nevada.

Tariff No. 1-W (Water)

RULE NO. 17
LEGAL DESCRIPTION
CERTIFICATED AREA FOR SPANISH SPRINGS



Issued:
Effective:
Advice No.:

Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

RULE NO. 17
LEGAL DESCRIPTION
CERTIFICATED AREA FOR SPANISH SPRINGS (Continued)

THENCE along the Northerly and Easterly boundary of said Sky Ranch Unit No. 1-A for the following two courses:

1.) South 89°24'50" East, 180.00 feet;
2.) South 00°35'10" West, 2,099.00 feet to the Southeasterly corner of said Sky Ranch Unit No. 1-A, from which the Southeast corner of said Section 35, Township 21 North, Range 20 East bears South 35°16'49" West, 943.35 feet distant;

THENCE departing the boundary of said Sky Ranch Unit No. 1-A, South 89°24'50" East, 949.40 feet to the Northeast corner of Lot 9, Block B, of Sky Ranch North Unit 1, as shown on Tract Map 2201, found at Document no. 958796 in said Official Records, said corner being a point on the Westerly right-of-way line of Cordoba Boulevard, a public road;

THENCE South 00°41'49" West, 658.49 feet along said Westerly right-of-way line of Cordoba Boulevard to a point of curvature at the Southeasterly corner of Lot 10, Block A, of said Sky Ranch North Unit 1;

THENCE along the boundary of said Lot 10, Block A, 31.42 feet along the arc of a tangent curve to the right having a central angle of 90°00'00", a radius of 20.00 feet, and a chord which bears South 45°41'49" West, 28.28 feet to a point of curvature on the Northerly right- of-way line of La Posada Drive, a public road;

THENCE along said Northerly right-of-way line of La Posada Drive for the following five courses:

1.) North 89°18'11" West, 1,464.92 feet;
2.) North 89°22'38" West, 2,655.21 feet;
3.) North 89°15'35" West, 625.02 feet;
4.) North 74°56'40" West, 182.69 feet to a point of curvature;
5.) 179.57 feet along the arc of a non-tangent curve to the right having a central angle of 14°41'52", a radius of 700.00 feet, and a chord which bears North 61°18'17" West, 179.08 feet;

RULE NO. 17
LEGAL DESCRIPTION
CERTIFICATED AREA FOR SPANISH SPRINGS (Continued)

THENCE along the Northerly and Easterly boundary of said Sky Ranch Unit No. 1-A for the following two courses:

1.) South 89°24'50" East, 180.00 feet;
2.) South 00°35'10" West, 2,099.00 feet to the Southeasterly corner of said Sky Ranch Unit No. 1-A, from which the Southeast corner of said Section 35, Township 21 North, Range 20 East bears South 35°16'49" West, 943.35 feet distant;

THENCE departing the boundary of said Sky Ranch Unit No. 1-A, South 89°24'50" East, 949.40 feet to the Northeast corner of Lot 9, Block B, of Sky Ranch North Unit 1, as shown on Tract Map 2201, found at Document no. 958796 in said Official Records, said corner being a point on the Westerly right-of-way line of Cordoba Boulevard, a public road;

THENCE South 00°41'49" West, 658.49 feet along said Westerly right-of-way line of Cordoba Boulevard to a point of curvature at the Southeasterly corner of Lot 10, Block A, of said Sky Ranch North Unit 1;

THENCE along the boundary of said Lot 10, Block A, 31.42 feet along the arc of a tangent curve to the right having a central angle of 90°00'00", a radius of 20.00 feet, and a chord which bears South 45°41'49" West, 28.28 feet to a point of curvature on the Northerly right- of-way line of La Posada Drive, a public road;

THENCE along said Northerly right-of-way line of La Posada Drive for the following five courses:

1.) North 89°18'11" West, 1,464.92 feet;
2.) North 89°22'38" West, 2,655.21 feet;
3.) North 89°15'35" West, 625.02 feet;
4.) North 74°56'40" West, 182.69 feet to a point of curvature;
5.) 179.57 feet along the arc of a non-tangent curve to the right having a central angle of 14°41'52", a radius of 700.00 feet, and a chord which bears North 61°18'17" West, 179.08 feet;

RULE NO. 17
LEGAL DESCRIPTION
CERTIFICATED AREA FOR SPANISH SPRINGS (Continued)

THENCE departing said Northerly right-of-way line, South 30°11'26" West, 101.15 feet, more or less, to the Northeasterly corner of Parcel B, as shown on Record of Survey 6083 in Support of a Boundary Line Agreement for William A. Manke Trust, found at Document no. 4953604 in said Official Records, also being a point on the Southerly right-of-way line of said La Posada Drive, as described at Document no. 3562641 in said Official Records;

THENCE along the Easterly and Southerly boundary of said Parcel B of Record of Survey 6083 for the following two courses:

1.) South 00°44'07" West, 140.65 feet;
2.) North 89°15'37" West, 1,020.50 feet POINT OF BEGINNING and the end of this description

RULE NO. 17
LEGAL DESCRIPTION
CERTIFICATED AREA FOR SPANISH SPRINGS (Continued)

Together with the following:

Resulting from Docket 22-09010, the following APN's and associated Parcel Maps have been removed from service area:

APN 534-561-01
APN 534-561-02
APN 534-561-03
APN 534-561-04
APN 534-561-05
APN 534-571-02
APN 534-571-03
APN 534-571-04
APN 534-571-05
APN 534-571-06

The above APN's correspond with Parcel Map Numbers: 2032, 2033, 2182, and 4741.

RULE NO. 17
LEGAL DESCRIPTION
CERTIFICATED AREA FOR SPANISH SPRINGS (Continued)

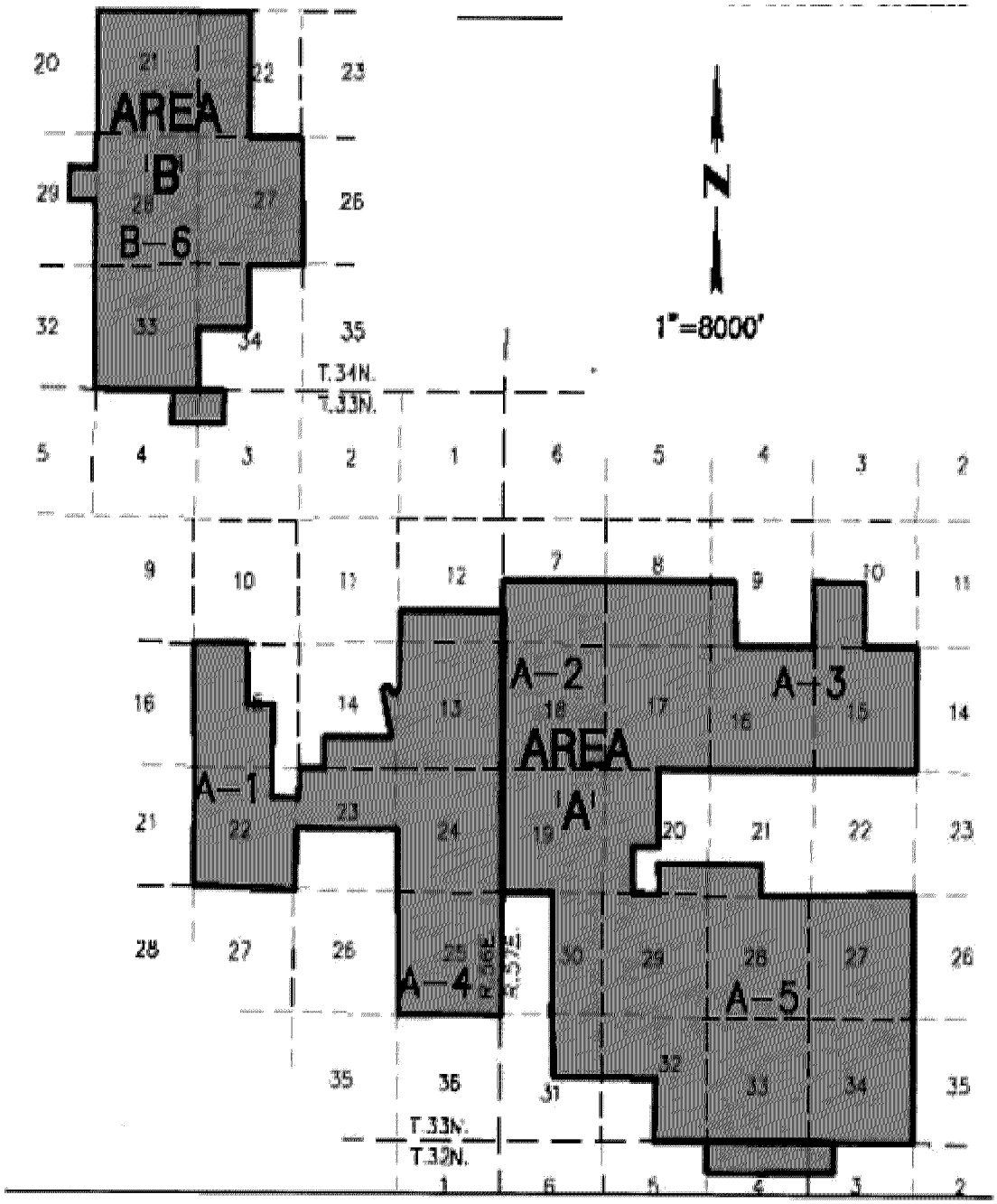
HOLD FOR FUTURE USE

RULE NO. 17
LEGAL DESCRIPTION
CERTIFICATED AREA FOR SPANISH SPRINGS (Continued)

HOLD FOR FUTURE USE

Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF SPRING CREEK



Issued:
Effective:
Advice No.:

Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

Tariff No. 1-W (Water)

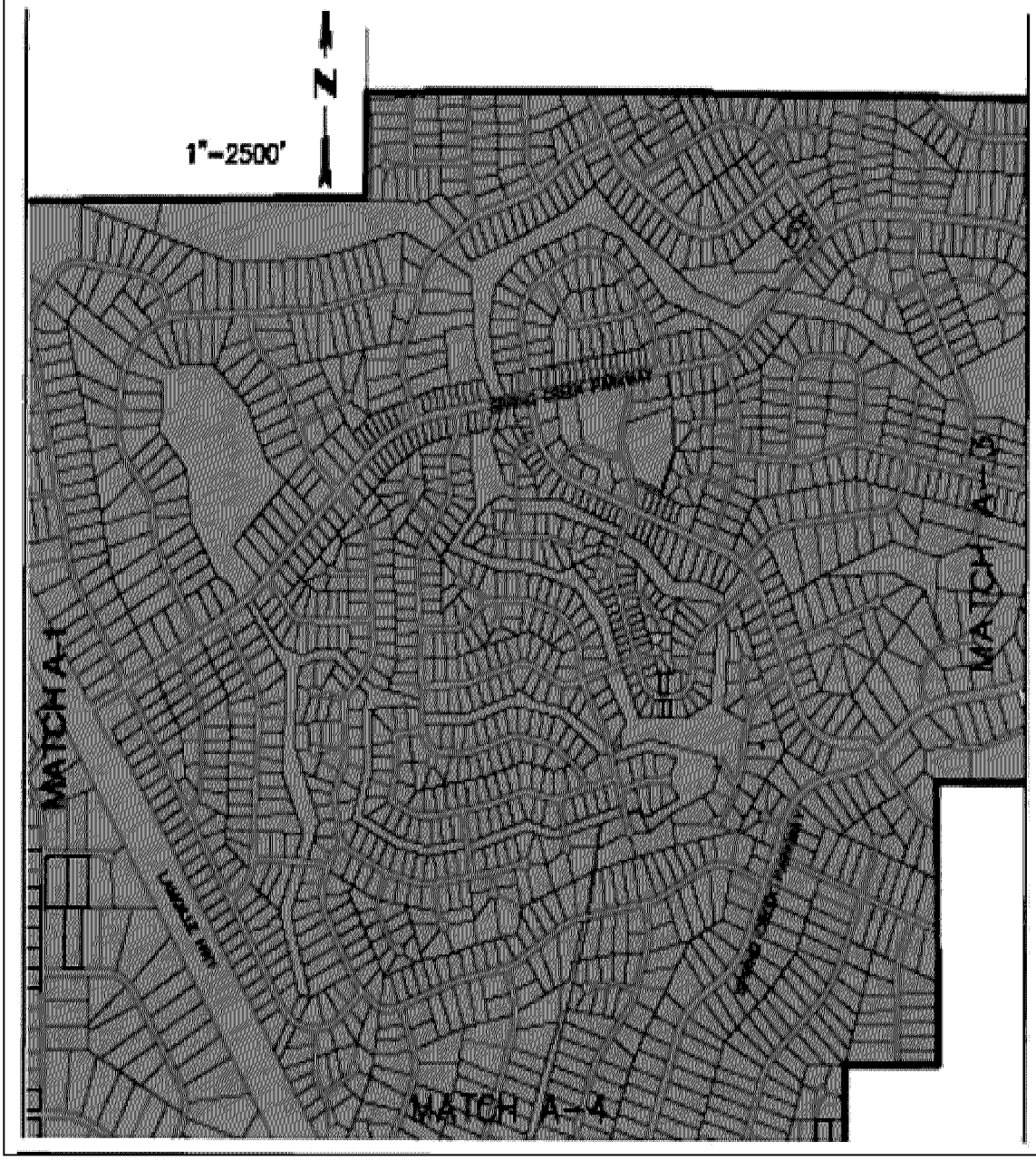
RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY
OF SPRING CREEK (Continued)
A-1



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Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY
OF SPRING CREEK (Continued)
A-2



Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY
OF SPRING CREEK (Continued)
A-3



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Greg Shimansky, Vice President Rates
Nevada Water Service