

shown on Exhibit C. These amounts are intended to cover all actual, necessary and reasonable expenses related to the Phase II Work.

3.3.2 In the event the low qualified bid by a contractor, subcontractor or materials supplier exceeds the Construction Costs estimate shown on Exhibit C for the portion of the Expansion Project to be performed by that contractor, subcontractor or materials supplier, then the City will submit a change order prepared by the Engineer increasing the Construction Costs estimate for Atlantic Richfield's review and concurrence. Said notice and change order shall be transmitted to Atlantic Richfield's representative, Brian Johnson, as provided in Section 9.

3.3.3 In the event that, subsequent to execution of the Engineering Contract or the Construction Contract, actual, necessary and reasonable costs owed by the City to Contractor, Engineer, any subcontractor or materials supplier under the Engineering Contract or the Construction Contract increase in accordance with the terms and provisions of such contracts, whether by reason of force majeure events, or required change orders, within thirty (30) Business Days after written notification of the increased amount owed, Atlantic Richfield shall deposit an amount equal to the actual, necessary and reasonable cost increase into the designated City account at Wells Fargo Bank for receipt of Construction Costs.

3.3.4 Final Accounting for Construction Costs. Within forty-five (45) Business Days after Atlantic Richfield's receipt of the Notice of Completion from the City, as described in Section 1.4.3, above, the City will provide Atlantic Richfield with a final accounting of all construction costs. Upon Atlantic Richfield's acceptance of the final accounting, the City agrees to promptly return any excess funds remaining from Atlantic Richfield's deposit of funds for payment of Construction Costs. If the final accounting shows that the funds advanced by Atlantic Richfield for Construction Costs are not sufficient to pay all actual, necessary and reasonable construction costs incurred by the City, then Atlantic Richfield will pay the City any difference (however, Atlantic Richfield may request (and withhold payment pending) confirmation from the City of the actual necessary and reasonable construction costs incurred).

3.3.5 Completion. As used herein, the term "Completion" shall mean the substantial completion of all work, as defined in both the Engineering Contract and the Construction Contract, including the substantial completion of all elements of the Phase II Work, as evidenced by the delivery of the Notice of Completion to Atlantic Richfield as described in Section 1.4.3 above.

#### 4 RATES.

4.1 Standard City Water Rates. The City agrees to charge residential customers within the City Water Expansion Area monthly water rates equivalent to the monthly water rates that are paid by residential customers who reside in the City of Yerington.

#### 5 CONNECTION FEES.

5.1 Connection Fees. On or before September 1, 2017, Atlantic Richfield shall deposit with the City a sum of money, for tap fees at \$3,900 per connection ("Connection Fees") and

water right fees at \$1,000 per connection where the property owner retains his/her Class Domestic well for outdoor domestic uses ("Water Right Fees"). As described in Exhibit E, eleven (11) connections at \$3,900 per connection are planned as part of the Phase II Work, and eleven (11) of those connections will retain a Class Domestic Well for outdoor domestic uses at \$1,000 per such connection. Accordingly, the total deposit amount will be Fifty-Three Thousand Nine Hundred and no/100ths Dollars (\$53,900.00). This sum will be adjusted in the event the final number of connections or the final number of Class Domestic Wells retained for outdoor use is changed prior to completion of the Phase II Work.

- 5.1.1 Connection Fees and Water Right Fees Provisions. Upon the deposit of the Connection Fees and Water Right Fees by Atlantic Richfield with the City, the Connection Fees and Water Right Fees shall be the property of the City and the City shall be solely responsible for their use.
- 5.1.2 No Further Responsibility for Atlantic Richfield. Upon deposit of the Connection Fees and the Water Right Fees by Atlantic Richfield with the City, Atlantic Richfield shall have no further responsibility for tap or other fees in connection with the installation of the Residential Service Laterals for Eligible Residences as part of the Phase II Work.
- 6 REPRESENTATIONS AND WARRANTIES. Each Party hereto hereby warrants, represents and covenants (with the understanding that the other Party hereto is relying on said warranties, representations and covenants) that (subject to the contingency set forth below): it has full power and authority to enter into and perform this Phase II Agreement in accordance with its terms; that the entity and individual(s) executing this Phase II Agreement on behalf of it are authorized to do so and, upon its execution of this Phase II Agreement, this Phase II Agreement shall be binding and enforceable upon it.
- 7 CONTINGENCY. This Phase II Agreement will become effective and legally binding only when it has been approved by the City of Yerington City Council and has been signed by a duly authorized officer or representative of each of the Parties and delivered to the other Party.
- 8 GOVERNMENTAL REGULATIONS. All provisions of this Phase II Agreement to the contrary notwithstanding, the obligation of the City to furnish service under this Phase II Agreement and to perform any and all other duties and obligations arising hereunder is limited by, and subject to, all orders, requirements and limitations which may be imposed by federal, state, county or any other governmental or regulatory body or agency having jurisdiction or control over the City and the operation of its Water System pursuant to any statute, regulation, or agreement.
- 9 NOTICES. All notices, demands or other communications required or permitted to be given hereunder shall be in writing and any and all such items shall be deemed to have been duly delivered upon personal delivery; or as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service, addressed as follows:

City:

City of Yerington  
102 South Main Street  
Yerington, NV 89447  
Attn: City Manager  
[manager@yerington.net](mailto:manager@yerington.net)

With a copy to:

Charles S. Zumpft, Esq.  
Minden Lawyers  
P.O. Box 2860  
990 Ironwood Drive, Suite 300  
Minden, NV 89423  
[zumpft@mindenlawyers.com](mailto:zumpft@mindenlawyers.com)

ATLANTIC RICHFIELD:

Atlantic Richfield Company  
c/o  
Brian S. Johnson, Liability Business Manager  
Remediation Management  
201 Helios Way  
Houston, TX 77079  
[Brian.s.johnson@bp.com](mailto:Brian.s.johnson@bp.com)

With a copy to:

William Duffy, Esq.  
Davis Graham & Stubbs LLP  
1550 17<sup>th</sup> Street Suite 500  
Denver, CO 80202  
[William.duffy@dgsllaw.com](mailto:William.duffy@dgsllaw.com)

Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section.

## 10 **MISCELLANEOUS.**

- 10.1 **Additional Documents or Actions.** The Parties shall from time to time in good faith execute and deliver such further instruments as may reasonably be requested to effectuate the intent of this Phase II Agreement.

- 10.2 **Method of Payment and Pre-Payment.** All payments to the City made by Atlantic Richfield under this Phase II Agreement shall be by Electronic Funds Transfer ("EFT"), or such other method as Atlantic Richfield may elect to utilize. The City agrees to cooperate with Atlantic Richfield by providing account and other information when requested by Atlantic Richfield to make such payments by EFT or other means in advance of any payment due under this Phase II Agreement. Atlantic Richfield in its sole discretion may elect to accelerate and pre-pay any payment under this Phase II Agreement.
- 10.3 **Headings.** The headings and captions in this Phase II Agreement are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of the Agreement.
- 10.4 **Business Days.** All references in this Phase II Agreement to "Business Days" shall mean all weekdays, Monday through Friday, excluding weekends and holidays on which nationally chartered banks located in Yerington, Nevada, are required or permitted to be closed for business. All other references in this Agreement to days shall mean calendar days.
- 10.5 **Force Majeure.** Under the terms of this Phase II Agreement, "Force Majeure" shall mean acts of God, strikes, lockouts, other industrial disturbances, acts of the public enemy, laws and regulations, wars or war-like action, arrests or other restraints of governments (civil or military), blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, hurricanes, fires, storms, floods, washouts, civil disturbances, confiscation or seizure by any government or public authority, and any other similar causes, that are not reasonably within the control of the Party claiming a Force Majeure and that by the exercise of due diligence such Party shall not have been able to mitigate, avoid or overcome. Except as specifically provided otherwise in this Agreement, if either Party is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on such Party's giving notice and reasonably full particulars of such Force Majeure in writing to the other Party within five (5) Business Days after the occurrence of the cause relied on, such obligation of the Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuation of any inability so caused and such cause shall, as far as practicable, be remedied with all reasonable dispatch by such Party; provided, this Section shall not be construed to require a Party to settle or overcome labor disputes or strikes, except on terms satisfactory to the affected Party in its sole discretion. Notwithstanding the foregoing, Force Majeure shall not relieve a Party from any failure to exercise reasonable care under the applicable circumstances, nor shall this Section in any way alter the obligations of the Parties.
- 10.6 **No Strict Construction.** Each Party acknowledges it has been represented by counsel in connection with this Phase II Agreement and the transactions contemplated herein and has participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises under any provision of this Phase II Agreement, this Agreement shall be construed as if drafted jointly by the Parties hereto or thereto, and no presumption or burden of proof shall arise favoring or disfavoring any Party hereto or thereto by virtue of the authorship of any of the provisions of this Phase II Agreement.

10.7 **Entire Agreement.** This Phase II Agreement, the documents referenced herein and the exhibits hereto constitute the entire agreement between the Parties with respect to the transactions contemplated herein and supersede all prior oral or written negotiations and communications by or on behalf of the Parties, and no amendment to, variance or modification hereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Phase II Agreement.

10.8 **Alternative Dispute Resolution.**

10.8.1 **Dispute.** The Parties will attempt in good faith to resolve any controversy or claim arising out of, relating to or in connection with this Agreement (a "Dispute"). The Parties will promptly seek to resolve any Dispute by negotiations between the City Manager of the City and a senior executive of Atlantic Richfield, who shall have authority to settle the Dispute. Atlantic Richfield acknowledges that the City Manager may not have authority to settle some disputes and settlement of such disputes may require approval of the Yerington City Council. When a Party believes there is a Dispute under this Agreement, the Party will give the other Party written notice of the Dispute. Within twelve (12) Business Days after the date of such notice, the receiving Party shall submit to the other a written response. The notice and response shall include (1) a statement of such Party's position and a summary of the evidence and arguments supporting its position, and (2) the name, title, email address and telephone number of the person who will represent that Party. The representatives shall meet at a mutually acceptable time and place within twenty (20) Business Days after the date of the notice and thereafter as often as they reasonably deem necessary to attempt to resolve the Dispute. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) Business Days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this Section 10.8 are confidential and shall be treated as compromise and settlement negotiations for the purposes of the Federal Rules of Evidence and state rules of evidence.

10.8.2 **Arbitration.** If the Dispute has not been resolved within thirty (30) Business Days after the date of the notice given pursuant to section 10.8.1, or if either Party will not participate in the negotiations described in section 10.8.1, the Dispute shall be finally settled by arbitration conducted expeditiously in accordance with the American Arbitration Association Commercial Rules by a sole arbitrator selected by the American Arbitration Association. The arbitration shall be governed by Nevada law, and judgment upon the award rendered by the Arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Carson City, Nevada. The arbitrator shall determine the claims of the parties and render their final award in accordance with the substantive law of the State of Nevada exclusive of its conflict of law rules. The Arbitrator is empowered to award only compensatory damages. Each party hereby irrevocably waives any damages in excess of compensatory damages, including a waiver of any punitive or multiple damages. All deadlines specified in this Section 10.8 may be extended by mutual written agreement. Each Party is required to continue to perform its obligations under this Phase II Agreement pending final resolution of any Dispute.

- 10.8.3 **Exclusive Procedures.** The procedures specified in this Section 10.8 shall be the sole and exclusive procedures for the resolution of Disputes between the Parties arising out of or relating to this Phase II Agreement; provided, however, that a party may seek a preliminary injunction or other preliminary judicial relief if in the judgment of that Party such action is necessary to avoid irreparable damage or to preserve the status quo. Despite the initiation of any such judicial proceedings, the parties will continue to participate in good faith in the procedures specified in this Section 10.8. As between the Parties, all applicable statutes of limitation shall be tolled while the procedures specified in this Article are pending; the Parties will take all actions, if any, required to effectuate such tolling.
- 10.9 **City's Indemnification of Atlantic Richfield.** The City hereby warrants and agrees that it will indemnify and hold Atlantic Richfield harmless from any and all claims, demands, fines, fees, penalties, judgments or awards resulting from any third party loss, injury, sickness, regulatory action, or other property damage (specifically including claims involving property disputes, infringements, wrongful takings or encroachments) which occur as a result of non-compliance by the City with the City's Water System rules and regulations, negligent construction, installation, operation or maintenance of the Water System Expansion, including Residential Service Laterals, or the City's failure to perform any obligation, as provided under this Phase II Agreement. Such indemnification shall extend to Atlantic Richfield's costs and expenses, (including reasonable attorney's fees, court costs, costs of litigation, mediation, arbitration or dispute resolution) which it may incur in investigating, processing, and/or defending such claim or demand. However, in no event shall the City be required to indemnify Atlantic Richfield against its own negligent act or omission or willful misconduct.
- 10.10 **Atlantic Richfield's Indemnification of City.** Atlantic Richfield hereby warrants and agrees that it will indemnify and hold the City harmless from any and all claims, demands, fines, fees, penalties, judgments or awards resulting from any third party loss, injury, sickness, regulatory action, or other property damage (specifically including claims involving property disputes, infringements, wrongful takings or encroachments) which occur as a result of Atlantic Richfield's failure to perform its obligation to provide funding, as provided under this Phase II Agreement. Such indemnification shall extend to the City's costs and expenses, (including reasonable attorney's fees, court costs, costs of litigation, mediation, arbitration or dispute resolution) which it may incur in investigating, processing, and/or defending such claim or demand. However, in no event shall Atlantic Richfield be required to indemnify the City against its own negligent act or omission or willful misconduct.
- 10.11 **Costs in the Event of Default.** In the event either Party breaches the performance of its obligations hereunder, which breach is not cured within thirty (30) Business Days after written notice identifying and demanding cure of same, said breach shall constitute a default. Upon default the non-defaulting Party shall be entitled to recover all costs of enforcement hereof, including reasonable attorneys' fees exclusive of lost profits, consequential or punitive damages. In addition, in the event any sum required to be paid hereunder is not paid in a timely fashion, same shall bear interest at the rate of five percent (5%) per annum from and after the date said payment was due and payable.

- 10.12 **Assignments.** No Party shall have the right to assign or delegate its duties or obligations under this Phase II Agreement without the prior written consent of the other Party hereto.
- 10.13 **Binding Effect.** This Phase II Agreement shall inure to the benefit of, and be binding upon, the Parties, and their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of the Phase II Agreement.
- 10.14 **Severability.** If any provision of this Phase II Agreement or the application thereof to any entity, person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application of the provisions hereof to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.
- 10.15 **Governing Law.** This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Nevada without reference to its choice of laws rules.
- 10.16 **Counterpart Execution.** This Agreement shall be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same agreement.
- 10.17 **Exhibits.** All exhibits referred to in this Phase II Agreement are, by reference, incorporated in this Agreement for all purposes.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

**ATLANTIC RICHFIELD:**

ATLANTIC RICHFIELD COMPANY, a Delaware corporation

By: Patricia Gallery

Name: PATRICIA GALLERY

Title: VICE PRESIDENT

**CITY:**

THE CITY OF YERINGTON, NEVADA

By: George Dini

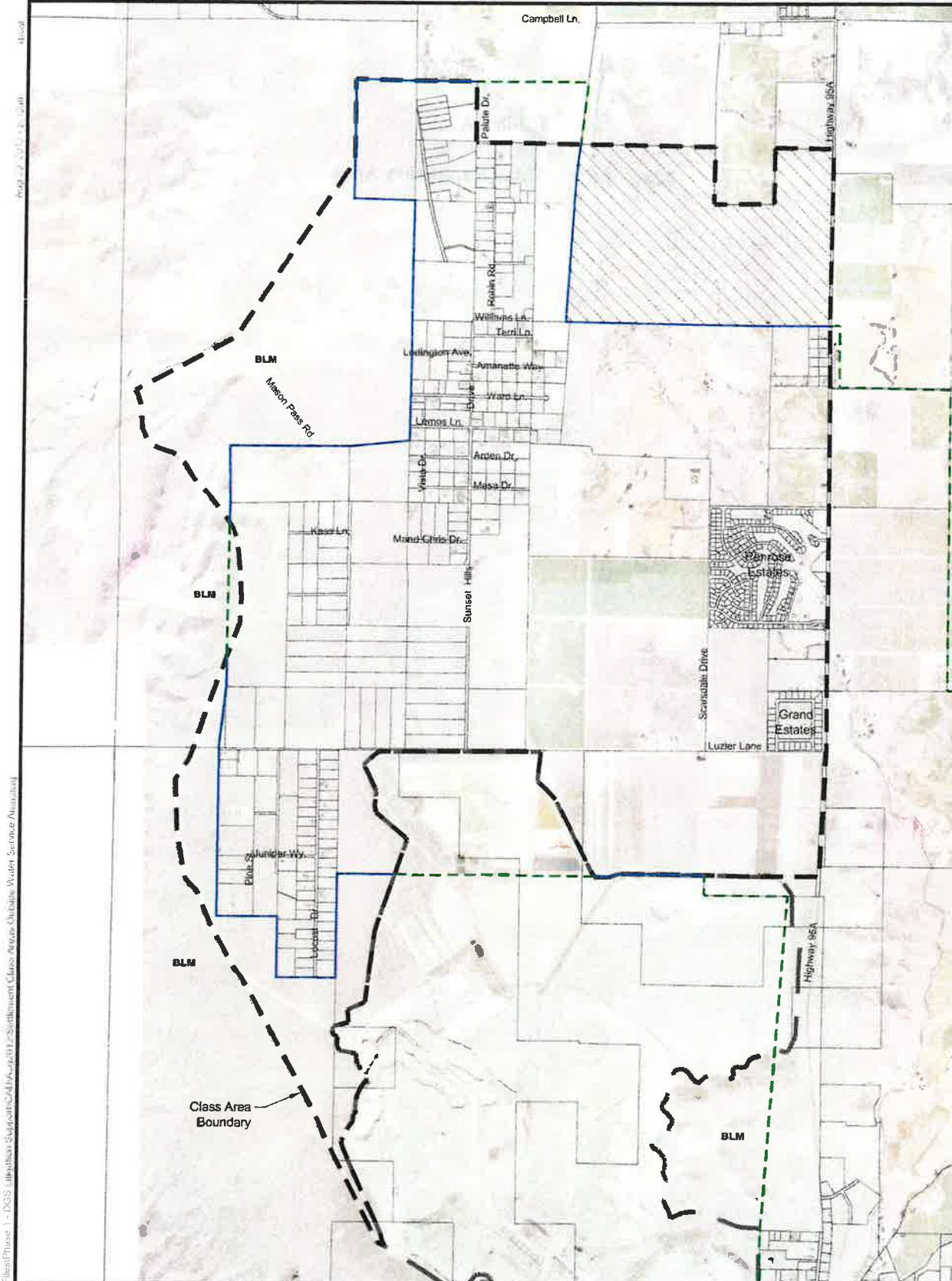
Name: George Dini

Title: Mayor



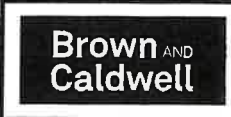
**Exhibit A**

**Map of City Water Expansion Area**

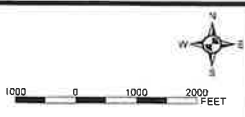


I:\BP\_Locall\141058 - Yerr - 2012 Files\Phase 1 - DGS Submittal\Settlement Class Area\Map\Water Service Area.mxd  
 Project: 141058

Explanation	
Yerington Mine Boundary	City of Yerington Future Water Service Area (Within Class Area)
Class Area	City of Yerington Future Water Service Area (Outside Class Area)
	Class Area Outside Future City Water Service Area



Date: Aug. 2012  
 Atlantic Richfield Company  
 Project: 141058



- Notes:
1. Projection: Nevada State Plane West Zone 1927 North American Datum (F. unit)
  2. Base photo taken October 3, 2001.
  3. All Land Ownership is Excluded from Class Area

**Exhibit A**  
**Settlement Class Area**  
**with Overlay of**  
**Future City Water Service Area**

**Phase II Work - Residential Connections to City Water System - Exhibit F to City-Atlantic Richfield Agreement, dated June \_\_, 2017  
Addendum to Schedule of Eligible Residences and Separate Settlement Residences (Updated 7/27/2016)**

Parcel #	Name	Phone	Address	City	State	Zip	Property/Location	Item Received
1	004-091-01 Don & Catherine Taylor	775-781-4422	119 Sunset Hills Drive	Yerington	NV	89447	119 Sunset Hills Drive	Application
2	014-261-38 Danny Lemos	775-720-5023	56 Robin Road	Yerington	NV	89447	56 Robin Road	Application
3	014-261-29 Ronald & Shauna Holcomb	775-463-2362	33 Robin Road	Yerington	NV	89447	33 Robin Road	Application
4	014-261-29 Ronald & Shauna Holcomb	775-463-2362	33 Robin Road	Yerington	NV	89447	33 Robin Road	Application
5	014-262-31 Robert & Lysa Humildad	775-224-6747	7 Robin Road	Yerington	NV	89447	7 Robin Road	Application
6	014-261-32 Charles Cassano & Hazel Mulderick	775-741-3167	27 East Bridge Street	Yerington	NV	89447	28 Robin Road Par 3	Application
7	014-271-64 Patricia Harper	775-463-9001	17 Williams Lane	Yerington	NV	89447	17 Williams Lane	Application
8	014-411-08 Helme and Elsie Marston	775-463-1635	PO Box 839	Yerington	NV	89447	50 Juniper Lane	Application
9	014-271-01 Lacy Shipley [Barcellos Estate]*	602-463-7184	4728 Alexis Drive	Kissimmee	FL	34746	120 Sunset Hills Dr. Par 2	Application
10	014-271-05 Vesta Fettengill [Lefler Estate]*	775-846-2216	154 Sunset Hills Drive	Yerington	NV	89447	1 E Lemos Ln	Application
11	014-271-52 Kandi Shirk [Shirk Estate]*	707-628-3725	755 Arabian Circle	Vacaville	CA	95687	S2NW4SE4 24 W. Lemos Lane	Application

\* Construction of a Residential Service Lateral to this Parcel is conditioned upon the named well owner obtaining record ownership of the referenced parcel, as determined by the Lyon County District Court in a filed and pending probate proceeding.



**EXHIBIT F**  
*Schedule of Eligible Residences*

**Existing Wells to be Abandoned**

PARCEL NUMBER	PROPERTY LOCATION
004-071-05	16 LUDINGTON AVE.
004-081-02	12 ARDEN DR
004-081-04	22 ARDEN DR
004-081-08	15 W MESA DR
004-082-02	10 W MESA DR
004-082-03	11 VISTA DR
004-082-06	139 SUNSET HILLS DR
004-083-02	16 E MESA DR
004-084-01	3 E MESA DR
004-091-07	26 MAND CHRIS DR
004-092-02	15 MAND CHRIS DR
004-151-04	34 LOCUST DR
004-151-06	42 LOCUST DR
004-151-21	14 LOCUST DR PAR 3
004-152-01	51 LOCUST DR
004-152-06	27 LOCUST DR
004-153-10	65 LOCUST DR
004-153-13	69 LOCUST DR
014-241-42	79 N HWY 95A PAR 1A
014-242-05	50 LUZIER LN PAR 1
014-251-07	284 SUNSET HILLS DR PAR 3
014-251-12	277 SUNSET HILLS DR PAR 1
014-251-13	267 SUNSET HILLS DR PAR 2
014-251-16	274 SUNSET HILLS DR PAR 1
014-251-23	287 SUNSET HILLS DR SE4NW4
014-261-03	29-14-25 FR NW4 NE4
014-261-06	24 ROBIN RD
014-261-11	44 ROBIN RD PAR 1
014-261-12	50 ROBIN RD PAR 3
014-261-20	64 ROBIN RD
014-271-02	124 SUNSET HILLS DR PAR 1
014-271-07	15 E LEMOS LN PAR 3
014-271-08	19 E LEMOS LN PAR 4
014-271-16	166 SUNSET HILLS DR PAR 1

**EXHIBIT F**  
***Schedule of Eligible Residences***

**Existing Wells to be Abandoned**

PARCEL NUMBER	PROPERTY LOCATION
014-271-17	11 E WARD LN PAR 2
014-271-18	17 E WARD LN PAR 1
014-271-23	12 E WARD LN PAR 2
014-271-35	24 TERRI LN
014-271-40	173 SUNSET HILLS DR FRNE4SW4
014-271-44	26 W WARD LN LOT 3
014-271-47	13 W WARD LN
014-271-55	9 W LEMOS LN PAR 3
014-271-61	9 E ARDEN DR PAR B
014-271-62	15 E ARDEN DR PAR C
014-271-66	22 E LEMOS LN PAR C
014-271-68	12 E LEMOS LN
014-271-72	17 TERRI LN PAR B
014-271-76	179 SUNSET HILLS DR PAR 2 ADJ
014-281-08	95 KASS LN PAR 4
014-281-25	88 LUZIER LN
014-281-29	46 MASON PASS RD PAR 2
014-291-09	107 HWY 95A
014-291-11	103 N HWY 95A
014-291-13	99 A HWY 95A
014-291-15	99 HWY 95A
014-411-01	99 LUZIER LN
014-411-06	85 LUZIER LN

**Existing Wells to be Retained for Outdoor Domestic Use**

PARCEL NUMBER	PROPERTY LOCATION
004-071-01	197 SUNSET HILLS DR
004-071-02	191 SUNSET HILLS DR
004-081-01	145 SUNSET HILLS DR
004-081-03	18 ARDEN DR
004-081-05	5 VISTA DR
004-081-06	12 VISTA DR
004-081-09	9 W MESA DR
004-081-10	125 SUNSET HILLS DR
004-082-01	133 SUNSET HILLS DR
004-082-04	19 ARDEN DR

**EXHIBIT F**  
*Schedule of Eligible Residences*

**Existing Wells to be Retained for Outdoor Domestic Use**

PARCEL NUMBER	PROPERTY LOCATION
004-082-05	11 ARDEN DR
004-083-01	24 E MESA DR
004-083-03	10 E MESA DR
004-084-03	15 E MESA DR
004-084-04	21 E MESA DR
004-091-02	113 SUNSET HILLS DR
004-091-06	20 MAND CHRIS DR
004-092-01	23 MAND CHRIS DR
004-092-03	7 MAND CHRIS DR
004-151-03	30 LOCUST DR
004-151-08	54 LOCUST DR
004-151-11	68 LOCUST DR
004-151-13	78 LOCUST DR
004-151-20	18 LOCUST DR PAR 4
004-151-23	75 LUZIER LN PAR 1
004-152-02	47 LOCUST DR
004-152-04	35 LOCUST DR
004-152-07	21 LOCUST DR
004-152-10	5 LOCUST DR
004-153-02	99 LOCUST DR
004-153-07	79 LOCUST DR
004-153-08	75 LOCUST DR
014-241-12	1 SCARSDALE DR
014-241-15	93 N HWY 95A
014-242-04	9 SUNSET HILLS DR PAR 2
014-242-06	60 LUZIER LN
014-242-07	64 LUZIER LN PAR 3
014-242-08	68 LUZIER LN PAR 2
014-242-09	72 LUZIER LN PAR 1
014-243-01	40 LUZIER LN
014-251-15	268 SUNSET HILLS DR
014-251-24	294 SUNSET HILLS DR PAR4D REM
014-251-26	298 SUNSET HILLS DR PAR 4-C
014-261-14	54 ROBIN RD
014-261-21	70 ROBIN RD
014-261-23	59 ROBIN RD



**EXHIBIT F**  
*Schedule of Eligible Residences*

**Existing Wells to be Retained for Outdoor Domestic Use**

PARCEL NUMBER	PROPERTY LOCATION
014-261-25	49 ROBIN RD
014-261-26	45 ROBIN RD PAR 1
014-271-06	7 E LEMOS LN
014-271-09	27 E LEMOS LN
014-271-10	31 LEMOS LN
014-271-11	32 E LEMOS LN
014-271-13	6 E LEMOS LN PAR 1
014-271-14	2 E LEMOS LN
014-271-15	160 SUNSET HILLS DR
014-271-19	23 E WARD LN PAR 2
014-271-22	18 E WARD LN PAR 1
014-271-24	172 SUNSET HILLS DR PAR 1
014-271-27	31 AMANETTE WAY
014-271-28	37 AMANETTE WAY
014-271-29	40 AMANETTE WAY PAR 3
014-271-31	30 AMANETTE WAY PAR 1
014-271-32	21 TERRI LN
014-271-34	27 TERRI LN
014-271-41	171 SUNSET HILLS DR FRNE4SW4
014-271-42	16 WARD LN
014-271-45	25 W WARD LN
014-271-46	19 W WARD LN
014-271-53	21 W LEMOS LN
014-271-54	17 W LEMOS LN PAR 2
014-271-57	11 AMANETTE WAY PAR A
014-271-58	17 AMANETTE WAY PAR B
014-271-59	25 AMANETTE WAY PAR C
014-271-60	3 E ARDEN DR PAR A
014-271-63	21 E ARDEN DR PAR D
014-271-65	12 TERRI LN PAR A
014-271-77	175 SUNSET HILLS DR PAR 1 ADJ
014-281-04	MASON PASS RD PAR 1
014-281-21	45 MASON PASS RD
014-281-23	31 MASON PASS RD
014-291-01	99 B HWY 95A
014-291-03	111 HWY 95A LTS 5 & 6

**EXHIBIT F**  
*Schedule of Eligible Residences*

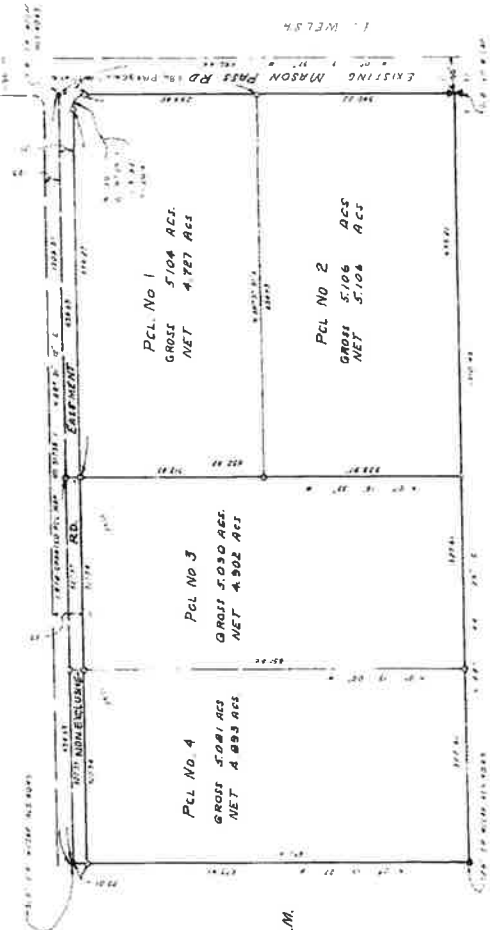
**Existing Wells to be Retained for Outdoor Domestic Use**

<b>PARCEL NUMBER</b>	<b>PROPERTY LOCATION</b>
014-291-05	109 HWY 95A
014-411-03	91 LUZIER LN PAR 1
014-411-14	15 JUNIPER WAY
014-411-18	11 PINE ST PAR 2
014-411-22	15 PINE ST PAR 3
014-411-26	91 LOCUST DR PAR 2
014-411-27	83 LOCUST DR PAR 3
014-411-30	73 LOCUST DR PAR 1B

Additional residences may be added to this list when the property owners provide certain outstanding information.

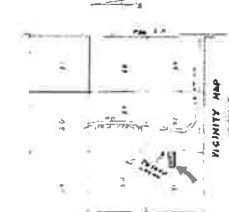
5716 1/2 IN. SCALE

P. F. Y. WILKINSON (PCL MAP No. 57336)



R. F. N. SMITH (PCL MAP No. 46276)

B.L.M.



**SURVEYORS CERTIFICATE**

GEORGE H DENSON & COMPANY, LAND SURVEYORS, 1000 W. WELSH ST., LAS VEGAS, NEVADA, HAVE BEEN DULY LICENSED UNDER THE PROVISIONS OF THE LAND SURVEYING ACT, CHAPTER 207, NRS, AND THE LANDS SURVEYED BY THEM ARE CORRECTLY LOCATED AND MEASURED IN ACCORDANCE WITH THE ACTS OF CONGRESS AND THE LAWS OF THE STATE OF NEVADA.



**OWNERS CERTIFICATE**

THE UNDERSIGNED, GEORGE H. DENSON, LAND SURVEYOR, HAVE BEEN DULY LICENSED UNDER THE PROVISIONS OF THE LAND SURVEYING ACT, CHAPTER 207, NRS, AND THE LANDS SURVEYED BY THEM ARE CORRECTLY LOCATED AND MEASURED IN ACCORDANCE WITH THE ACTS OF CONGRESS AND THE LAWS OF THE STATE OF NEVADA.

*George H. Denson*

**LEGEND**

- ✦ METERS CORNER
- ✶ CORNER
- 1/4 SECTION CORNER
- 1/4 SECTION CORNER

STATE OF NEVADA SS  
COUNTY OF CLATSOP

WILLARD D. ATWELL  
PLANNING COMMISSION APPROVAL

**COUNTY ENGINEERS CERTIFICATE**

THE ENGINEERS HAVE EXAMINED THE PLANS AND SPECIFICATIONS FOR THE PROPOSED ROAD AND FIND THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ROAD DISTRICT BOARD OF COUNTY ENGINEERS AND THE BOARD OF COUNTY ENGINEERS.



**ROAD NOTE**

THE ROAD DISTRICT BOARD OF COUNTY ENGINEERS HAS REVIEWED THE PLANS AND SPECIFICATIONS FOR THE PROPOSED ROAD AND FINDS THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ROAD DISTRICT BOARD OF COUNTY ENGINEERS AND THE BOARD OF COUNTY ENGINEERS.

**RECORDERS CERTIFICATE**

THE RECORDERS OFFICE HAS RECEIVED AND RECORDED THE PLANS AND SPECIFICATIONS FOR THE PROPOSED ROAD AND FINDS THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE RECORDERS OFFICE.

**BASIS OF DEARING**

THE BASIS OF DEARING IS THE PLANS AND SPECIFICATIONS FOR THE PROPOSED ROAD AND FINDS THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE BASIS OF DEARING.

**PLANNING COMMISSION APPROVAL**

WILLARD D. ATWELL  
PLANNING COMMISSION APPROVAL

PARCEL MAP FOR  
**WILLARD D. ATWELL**

GEORGE H DENSON  
SURVEYOR

CITY OF YERINGTON PUBLIC WORKS  
215 TROWBRIDGE ROAD YERINGTON NV 89447  
PHONE: 775-463-3511 FAX: 775-463-0030



# DIGITAL DOCUMENT ARCHIVE COVER SHEET

**CREATED BY:** Jay Flakus  
**DATE:** July 30, 2019 14:20  
**DOC TYPE:** Building Department Letter  
**FOLDER NUMBER:** 1921  
**PROJECT NUMBER:** 000000  
**TAG/DOCUMENT NUMBER:** A0F1B4E  
**ADDRESSED TO:** Sherylynn Orsua  
**DELIVERY METHOD:** Email Only  
**USPS CONFIRMATION:**  
**NOTES:**

Includes New Connect Quote A25A22C

**FILE NAME:** A0F1B4E.pdf



CITY OF YERINGTON NEVADA

# PUBLIC WORKS

# NEW CONNECT INSTALLATION CUSTOMER INVOICE

Assessors Parcel Number (APN):

014-281-16

Address:

70 MASON PASS ROAD

Applicant Name:

SHERYLYNN ORSUA

Applicant Email:

kookiekutter07@yahoo.com

Applicant Address:

1951 W WILLIAMS AVE

Applicant City:

FALLON

Applicant State:

NV

Applicant ZIP:

89406

PRIVILEGE TO CONNECT - WATER

Willow Creek >

02-15-00-3185  
22-15-00-3185

\$ 3,900.00

PRIVILEGE TO CONNECT - SEWER

Willow Creek >

03-15-00-3185  
23-15-00-3185

\$ 0.00

SUNSET HILLS CREDIT

THE SUNSET HILLS CREDIT IS AVAILABLE TO SPECIFIC APPLICANTS IN THE SUNSET SERVICE AREA. PLEASE CONTACT THE CITY FOR MORE INFORMATION OR REFER TO YERINGTON, NET

\$ -3,900.00

WATER RIGHTS (1 ACRE FOOT ANNUALLY FOR MOST SERVICES)

02-15-00-3401

\$ 1,000.00

WATER METER (SENSUS iPERL OR APPROVED ALTERNATIVE)

02-15-00-3187

\$ 176.48

WATER METER PARTS

02-15-00-3187

\$ 9.73

WATER METER PIT

02-15-00-3187

\$ 534.27

PRESSURE RELIEF VALVE AND PIT

THIS EQUIPMENT IS REQUIRED ON SUNSET HILLS INSTALLATIONS OR AS DIRECTED BY THE CITY ENGINEER.

02-15-00-3187

\$ 295.50

SMARTPOINT RADIO READ MODULE

02-15-00-3187

\$ 166.67

CONNECTION TO WATER MAIN

THIS INCLUDES THE WATER MAIN SADDLE AND HARDWARE, A CORP STOP AND SUPPLY LINE TO THE METER PIT THAT IS INSTALLED ON YOUR LOT LINE

02-15-00-3187

\$ 200.00

CITY LABOR AND ROAD REPAIR

ROAD REPAIR IS CHARGED AS TIME AND MATERIALS. IF A NDOT PERMIT IS REQUIRED PLEASE ALLOW UP TO SIX WEEKS OF ADDITIONAL LEAD TIME.

02-15-00-3188

\$ 640.00

NEW ACCOUNT ADMIN FEE

02-15-00-3175

\$ 15.00

**TOTAL DUE:** \$ 3,037.65

Date Created: Tuesday, July 30, 2019 14:08

Applicant Signature:

Date:

City Approval:

Date:

7/30/2019

Account Number:

Receipt Number:

Date Received:

City of Yerington NV



REV C - 10/03/2018

A25A22C

For Office Use



City of Yerington, Nevada

102 S Main Street  
Yerington, NV 89447  
775-463-3511  
www.yerington.net

# Utility Service Notification Letter

This letter is intended to serve as notification to a property owner and/or any other party or government agency. This letter will be honored and remain in effect for a period of six (6) months from the date of issue. There is no cost for the determination made in this document and this letter is available from the City of Yerington free of charge. For a renewal of this letter please make your request in writing to the above address and include the street address and APN of the parcel in question.

**INITIAL DETERMINATION:** The decision to provide water and/or sewer service to a parcel in the Mason Valley is made by the Public Works Director. This decision is based on the proximity of the parcel to existing water and/or sewer mains and the estimated cost for the parcel owner to connect to the system(s).

**APPEAL:** The determination made in this letter may be appealed to the Yerington City Manager. Please submit your appeal in writing and include a copy of this letter. The decision of the City Manager is final for a period of six (6) months.

<b>DATE OF ISSUE:</b> 07/30/2019	<b>APN:</b> 014-281-16
<b>PHYSICAL ADDRESS:</b> 70 MASON PASS RD PAR 4	<b>SERVICE AREA:</b> 5 - Sunset Hills

<b>OWNER NAME:</b> SHERYLYNN ORSUA	<b>MAILING ADDRESS:</b> 1951 W WILLIAMS AVE	
<b>CITY:</b> FALLON	<b>STATE:</b> NV	<b>ZIP:</b> 89406

**NOTE:** The owner listed above shall be the owner as listed on the Lyon County Nevada Assessor's Records. A copy of this letter will be mailed to the owner regardless of who has requested this document.

<b>REQUESTED BY:</b> SHERYLYNN ORSUA	<b>ADDRESS:</b> 1951 W WILLIAMS AVE	
<b>CITY:</b> FALLON	<b>STATE:</b> NV	<b>ZIP:</b> 89406
<b>CONTACT PHONE:</b>	<b>CONTACT EMAIL:</b>	

**DETERMINATION:**

The City of Yerington **--WILL--** serve the above mentioned parcel with *municipal water service* at the applicants expense.  
The City of Yerington **WILL NOT** serve the above mentioned parcel with *municipal sewer service* at the applicants expense.

**NEXT STEPS:** Should the applicant wish to connect to municipal water or sewer service please complete the application that is available at City Hall. A current fee sheet is available to the applicant. All fees shall be paid in full prior to the start of any construction work by the City. All applicable permits must be obtained by the applicant prior to any work commencing. If the applicant wishes to drill, repair, or upgrade a domestic water well please present this letter to the Nevada Department of Environmental Protection. If the applicant wishes to install a septic tank this letter will be required to accompany the building permit application required by either Lyon County Community Development or the City of Yerington Building Department.

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City of Yerington NV



A0F1B4E

Jay Flakus  
Public Works Director



**LYON COUNTY**  
**COMMUNITY DEVELOPMENT DEPARTMENT**  
 27 SOUTH MAIN STREET, YERINGTON, NEVADA 89447 • 34 LAKES BLVD., DAYTON, NEVADA 89403  
 EMAIL: BUILDING@LYON-COUNTY.ORG

**OWNER AUTHORIZATION FOR BUILDING PERMIT APPLICATION**

**FILE COPY**

Assessor's Parcel Number (APN): 14-281-16 PAR4

Physical Address: 70 MASON PASS RD.

(Street)  
YERINGTON, NEVADA 89447

(City)

(Zip)

I, TEODORO & SHERYLYNN ORSUA

(Print Owner's Name)

, hereby authorize

(Print Contractor's Name)

to make application for a building permit to the Lyon County Community Development Department, Building Division, for the following described project:

**Owner's Affidavit:**

The information I have provided is true and correct. I will save, indemnify and keep harmless the County of Lyon, its officers, employees and agents against all liabilities, judgements, costs and expenses which may accrue against them in consequence of the granting of this permit, inspections or use of any on-site or off-site improvements placed by virtue hereof, and will in all things strictly comply with all applicable rules, regulations, ordinances and laws. I understand that Lyon County is not obligated to explain every requirement and code to me. Signature constitutes an attestation by the owner that this application complies with all covenants, conditions and restrictions placed on the lot, all required owners association approvals have been received, and for applications to place a manufactured home on a residential lot, the lot is not located within a historic district.

**\*Signature of Owner**

TEODORO & SHERYLYNN ORSUA  
**Printed Name**

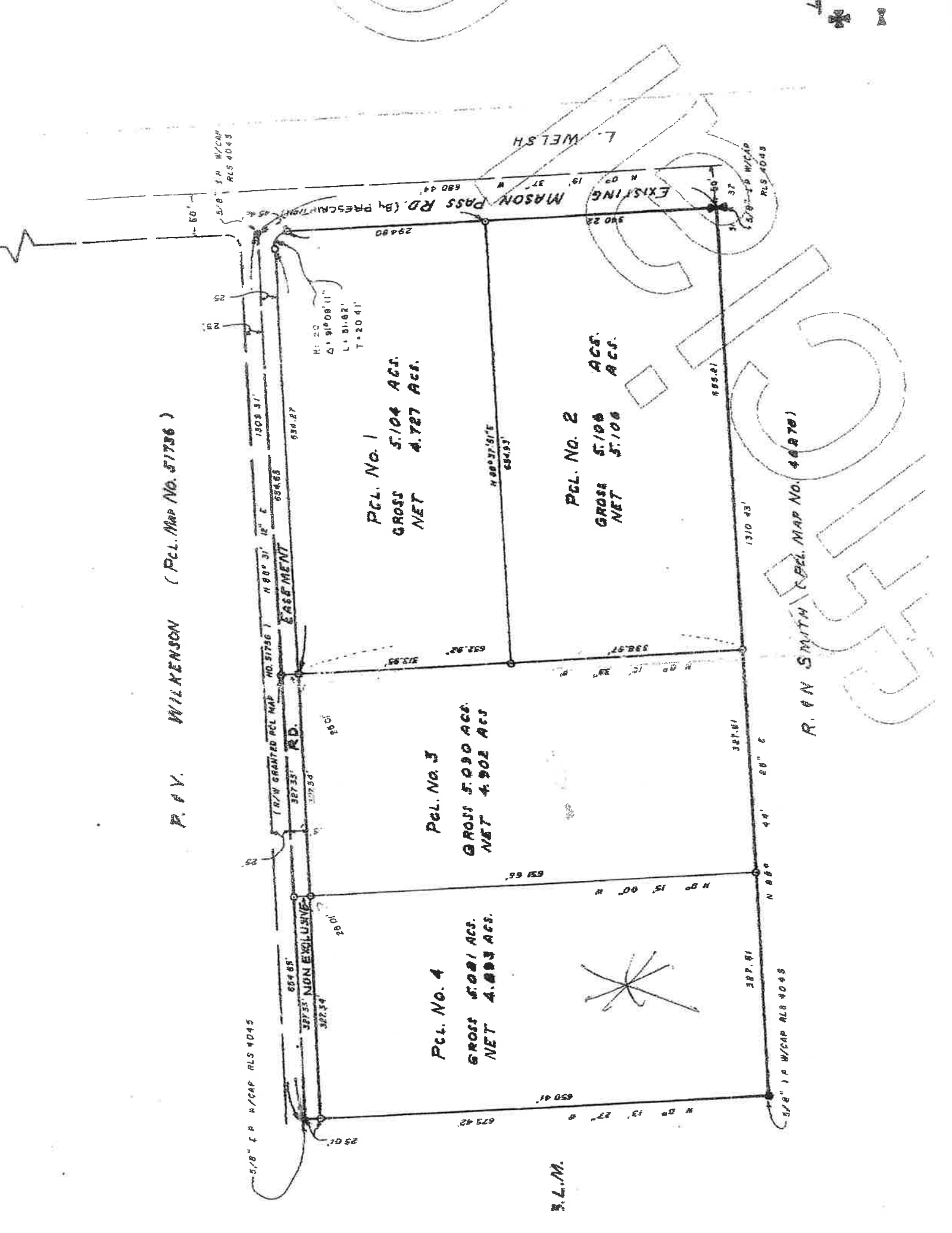
06/13/2019  
**Date**

(\*Owner's Signature must be provided if the Applicant is the only signature on the Building Permit Application)

**FILE COPY**



P. V. WILKINSON (PCL. Map No. 51736)



PCL. No. 1  
 GROSS 5.104 ACS.  
 NET 4.727 ACS.

PCL. No. 2  
 GROSS 5.106 ACS.  
 NET 5.106 ACS.

PCL. No. 3  
 GROSS 5.090 ACS.  
 NET 4.902 ACS.

PCL. No. 4  
 GROSS 5.081 ACS.  
 NET 4.893 ACS.

R. & N. SMITH (PCL. MAP NO. 46278)

S.L.M.

# LYON COUNTY BUILDING PERMIT

THIS PERMIT SHALL EXPIRE BY LIMITATION IF WORK AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS

Owner RLO COLLINS/SHERILYNN ORSUNA

Address 75 MASON PASS RD

APN: 014-281-16

PERMIT NO. BLD-19-0804 DATE December 9, 2019

Contractor OWNER/BUILDER

Building Use 2BD/2BA 1392SQ FT SF RES

Occupancy Class R3 Flood Zone X-0715 E

Zone RR-3 Set Backs: F 25 S 10 R 20

Lot      Block      Sub     

NOTE - This card must be kept in a conspicuous place on or in the building where it is readily available to County Inspectors. Inspection must be called for and made as required by Sec. 109 of the Building Code.

**IMPORTANT NOTICE**  
PERMIT SHALL EXPIRE BY LIMITATION IF WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AFTER WORK IS COMMENCED (ONE 180 DAY EXTENSION ALLOWED) IBC 105.5

BY Lysa Humidad

# INSPECTION RECORD

TELEPHONE 463-6591, 246-6135

	DATE	INSPECTOR	REMARKS
Footing	10/6/21	SEF	Approved
Stemwall	11/15/2019		
Slab or Underfloor			
"A" Flood zones require elevation certificate for "lowest" floor. prior to further inspections per Section 109 of Building Code			
Roof Sheathing			
Shear Nail			
Stucco Lath			
Frame, Rough Electric Rough Plumbing, Gas Test			
Insulation			
Sheetrock			
Wood Stove			
Septic Tank/Sewer Lateral	10/2/20	Y.F.	1 lat.
Water Lateral			
Sewer/Water Final Approval			Utility Co. or GID approval required prior to final
Local Fire Department			Commercial Permits
Mfg. Home Conversion			
Power - Gas Service			Appliance ready for service required

THIS BUILDING SHALL NOT BE OCCUPIED UNTIL FINAL INSPECTION HAS BEEN MADE AND CERTIFICATE OF OCCUPANCY ISSUED. THIS CARD WHEN SIGNED CONSTITUTES C. of O. FOR SINGLE FAMILY RESIDENCE AND ACCESSORY.

**FINAL INSPECTION**

DATE \_\_\_\_\_ BUILDING INSPECTOR \_\_\_\_\_



City of Yerington, Nevada

102 S Main Street  
Yerington, NV 89447  
775-463-3511  
www.yerington.net

# Utility Service Notification Letter

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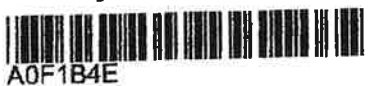
<b>REQUESTED BY:</b> SHERYLYNN ORSUA	<b>ADDRESS:</b> 1951 W WILLIAMS AVE
<b>CITY:</b> FALLON	<b>STATE:</b> NV <b>ZIP:</b> 89406
<b>CONTACT PHONE:</b>	<b>CONTACT EMAIL:</b>

**DETERMINATION:**  
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The City of Yerington **WILL NOT** serve the above mentioned parcel with *municipal sewer service* at the applicants expense.

**NEXT STEPS:** Should the applicant wish to connect to municipal water or sewer service please complete the application that is available at City Hall. A current fee sheet is available to the applicant. All fees shall be paid in full prior to the start of any construction work by the City. All applicable permits must be obtained by the applicant prior to any work commencing. If the applicant wishes to drill, repair, or upgrade a domestic water well please present this letter to the Nevada Department of Environmental Protection. If the applicant wishes to install a septic tank this letter will be required to accompany the building permit application required by either Lyon County Community Development or the City of Yerington Building Department.

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City of Yerington NV



A0F1B4E

Jay Flakus  
Public Works Director

# General Information for Property Owners in the **Sunset Hills Area of the Mason Valley**

In specific circumstances, parcels *may* qualify for a reduced water installation charge.

## REQUIREMENTS:

- Parcel must be located in the Sunset Hills Service Area (as defined by the City Manager).
- Parcel must be zoned to allow construction of a permanent *Single Family Dwelling* as defined by the current Lyon County adopted International Residential Code (IRC).
- The applicant must be the parcel owner as shown by the Lyon County Recorder.
- The applicant must provide the City of Yerington a current, valid building permit from the Lyon County Building Department for the construction of a permanent *Single Family Dwelling* as defined by the IRC.

## DISCOUNT:

- On approved installations meeting the above criteria, the City will waive the \$3900.00 privilege to connect fee and the \$1000.00 water rights fee for the parcel.

## ADDITIONAL INFORMATION:

- The pricing listed above applies to a standard, 3/4" water service. Should the owner request a larger service the owner will be responsible for any difference in price.
- The owner is responsible for full payment to the City of Yerington prior to installation. The City does not offer payment plans for water service installations.
- The City charges time and materials for service installation. Should the water main be located on the other side of the street from the property line additional construction and road repair costs will be incurred by the property owner. (T&M for a *typical* water meter installation is around \$1,500)
- The City will install the water meter pit adjacent to the property line. The owner will be responsible for the connection from the water meter pit to the new residence.
- Should the building permit for the single family dwelling expire or be voided for any reason the reduced water installation discount will not be honored.
- Water Service will not be installed by the City until the subfloor/slab on grade for a *single family dwelling* has been inspected and approved by Lyon County.
- The Sunset Hills area is located in unincorporated Lyon County, not the City of Yerington. All planning, zoning and building matters are handled by Lyon County staff, located at 27 S Main Street in Yerington.

*Apply for water service in writing at the City of Yerington, 102 S Main St. Yerington, NV 89447*

*Please be sure to include the following information:*

- + The parcel address.
- + The assessor's parcel number.
- + A copy of your Lyon County Building Permit.
- + The water service size requested (3/4" or 1").
- + The estimated completion date of the new residence.



City of Yerington Public Works  
102 S Main Street  
Yerington, NV 89447  
775-463-2729  
www.yerington.net