

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

TY ALBISU, ROSIE ALBISU, and ANCHOR
S-RANCH AND RENTALS, LLC.

vs.

KIMBLE WILKINSON

No. 82112

Electronically Filed
Dec 15 2020 09:18 a.m.
Elizabeth A. Brown
Clerk of Supreme Court
**DOCKETING STATEMENT
CIVIL APPEALS**

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Sixth Department II
County Humboldt Judge Hon. Michael Montero
District Ct. Case No. CV 21 0509

2. Attorney filing this docketing statement:

Attorney Carolyn "Lina" Tanner, Esq. Telephone 775.315.0520
Firm Tanner Law & Strategy Group, LTD.
Address P.O. Box 18351
Reno, NV 89511

Client(s) Ty Albisu, et al.

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondents(s):

Attorney Tammy D. Cowden, Esq. Telephone 702.938.6874
Firm Greenberg Traurig
Address 10845 Griffith Peak Drive Suite 600
Las Vegas, NV 89135

Client(s) Kimble Wilkinson

Attorney Jacob D. Bundick, Esq. Telephone _____
Firm Same as above.
Address _____

Client(s) _____

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): _____ |
| <input checked="" type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: |
| <input checked="" type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input type="checkbox"/> Other disposition (specify): _____ |

5. Does this appeal raise issues concerning any of the following?

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

N/A

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

N/A

8. Nature of the action. Briefly describe the nature of the action and the result below:

This is an appeal after a bench trial regarding claims and counterclaims in regards to certain real property, including water rights. The district court found a prescriptive easement exists to the burden of Appellant's land and to the benefit of Respondent, to drive cattle at three specific times of year, and to allow for the movement of farm equipment for haying, irrigation, and feeding cattle across a specific section of Appellant's land. The Court found that Respondent had a right to limited access to Appellant's land to maintain his water rights at two points of diversion. The Court declined to address Appellant's claim that Respondent failed to join necessary parties to the action.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

Whether the Respondent had standing to sue Appellant when he failed to show he was record owner of the dominant estate(s) claiming a prescriptive easement over Appellant's estate?

Whether Respondent failed to join indispensable parties, including all record owners of the dominant estate(s)?

Whether the Court erred in determining that prescriptive easement existed over Appellant's estate?

Whether the the Court erred in determining the extent of the prescriptive easement based upon historical use?

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

N/A

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

13. Assignment to the Court of Appeals or retention in the Supreme Court. Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

Pursuant to NRAP 17 (b), this matter is presumptively assigned to the Court of Appeals.

14. Trial. If this action proceeded to trial, how many days did the trial last? Two Days

Was it a bench or jury trial? Bench Trial (virtual)

15. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

N/A

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from October 9, 2020

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

17. Date written notice of entry of judgment or order was served October 14, 2020

Was service by:

☐ Delivery

☒ Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b) Date of filing _____

☐ NRCP 52(b) Date of filing _____

☐ NRCP 59 Date of filing _____

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. ____, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion _____

(c) Date written notice of entry of order resolving tolling motion was served _____

Was service by:

☐ Delivery

☐ Mail

19. Date notice of appeal filed November 6, 2020

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other

NRAP 4(a)

SUBSTANTIVE APPEALABILITY

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

- | | |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input type="checkbox"/> Other (specify) _____ | |

(b) Explain how each authority provides a basis for appeal from the judgment or order:
Appellant seeks relief from the final judgment of the district court after bench trial.

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

Plaintiff - Kimble Wilkinson

Defendants- Ty Albisu, Rosie Albisu, John Albisu, Anchor S-Ranch and Rentals, LLC.

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

John Albisu passed away during the lower court litigation.

23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

Respondent brought suit against Appellant for two claims of trespass to chattels, prescriptive easement, declaratory judgment, water rights, preliminary and permanent injunction, easement by necessity, and unauthorized use of water.

Appellant brought counter claims against Respondent for damages to real property, forage and fencing, and loss of livestock; and intentional infliction of emotional

24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

☒ Yes

☐ No

25. If you answered "No" to question 24, complete the following:

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☒ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☒ No

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (*e.g.*, order is independently appealable under NRAP 3A(b)):

Judgment is appealable under NRAP 3A (b).

27. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

VERIFICATION


I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Ty Albisu
Name of appellant

December 14, 2020
Date

Washoe County, Nevada
State and county where signed

Carolyn "Lina" Tanner
Name of counsel of record


/s/ Lina Tanner
Signature of counsel of record

CERTIFICATE OF SERVICE

I certify that on the 14th day of December, 2020, I served a copy of this completed docketing statement upon all counsel of record:

☒ By personally serving it upon him/her; or

☐ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Via E-Flex Agreement.

Tammy Cowden, Esq.

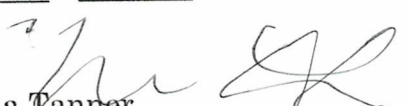
Jacob D. Bundick, Esq.

Greenberg Traurig

10845 Griffith Peak Drive Suite 600

Las Vegas, NV 89135

Dated this 14th day of December, 2020


/s/ Lina Tanner
Signature

1 Case No. CV 21,509

2 Dept. No. 2

FILED

2019 APR 26 PM 4:12

CLERK OF DISTRICT COURT
COUNTY OF HUMBOLDT
E. Family

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4
5
6 IN THE SIXTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA,
7 IN AND FOR THE COUNTY OF HUMBOLDT

8 -oOo-

9 KIMBLE WILKINSON,

10 Plaintiff,

11 vs.

AMENDED VERIFIED COMPLAINT

12 TY ALBISU, JOHN ALBISU,
13 ROSIE ALBISU, and
ANCHOR S-RANCH AND RENTALS, LLC,

14 Defendants. /

15 COMES NOW, Plaintiff above-named, represented by counsel, MILLER LAW, INC. and
16 RENDAL MILLER, ESQ., the undersigned counsel, as and for a cause of action against said
17 Defendants, complains and alleges as follows, to-wit:

18 1. This is a civil action whereby Kimble Wilkinson, seeks Preliminary Injunctive
19 Relief, Injunctive Relief, Declaratory Judgment, and for other Equitable Relief against Defendants.
20 Ty Albisu, John Albisu, Rosie Albisu, and Anchor S-Ranch and Rentals, LLC.

21 2. Plaintiff is a resident of the County of Malheur, State of Oregon.

22 3. This Court has personal jurisdiction over Defendant, Ty Albisu, because he is a
23 resident of the County of Humboldt, State of Nevada.

24 4. This Court has personal jurisdiction over Defendants, John Albisu and Rosie Albisu,
25 because they are residents of the County of Humboldt, State of Nevada.

26 5. This Court has personal jurisdiction over Defendant, Anchor S-Ranch and Rentals,
27 LLC, because the company is a Nevada Limited-Liability Company. Exhibit 1.

1 6. Plaintiff owns real property in the County of Humboldt, State of Nevada near
2 McDermitt where Plaintiff raises cattle and conducts other ranching business.

3 7. Plaintiff owns 120 acres of land known as Assessor's Parcel Number 03-0741-02
4 located on both sides of Nouque Road, McDermitt, Nevada. APN 03-0741-02 is located on the
5 East side of Highway 95.

6 8. Plaintiff owns land on the West side of Highway 95 in McDermitt, Nevada.

7 9. Plaintiff is a 50 percent owner of the land with his parents Trust owning the
8 remaining 50 percent.

9 10. Defendants own most of the land between Plaintiff's properties consisting of
10 hundreds of acres of vacant land.

11 11. For more than 50 years, Plaintiff and his predecessors have been moving cattle
12 across the Albisu's land.

13 12. Plaintiff has no other reasonable option to move his cattle from his land on the East
14 side of Highway 95 to his land on the West side of Highway 95.

15 13. Originally, Frank Albisu owned the majority the land in question.

16 14. Frank Albisu did not allow or consent to Plaintiff moving his cattle across Frank
17 Albisu's land; however, Frank Albisu eventually quit complaining about the cattle crossing the
18 land.

19 15. On or about April 1, 1985, Frank Albisu caused the Map of Division into Large
20 Parcels, prepared for Frank Albisu, to be filed in the Office of the County Recorder, Humboldt
21 County, Nevada. Exhibit 2.

22 16. The Map divided 1,070.34 acres of land into smaller parcels.

23 17. The Map provided for existing roadways with the following, "A 60' easement is
24 offered for dedication on existing roads shown." The Map indicates multiple existing roads.

25 18. The Map created public easements with the following, "A 30' easement is granted
26 along the boundaries of each parcel for roadways & utilities."

27 19. The easements are not private easements.

1 20. John Albisu and Rosie Albisu purchased the land in between Plaintiff's land with a
2 Quit Claim Deed executed June 5, 1997, with the document being filed in the Recorder's Office,
3 Humboldt County, Nevada on February 12, 1998. Exhibit 3.

4 21. After John Albisu and Rosie Albisu became the owners of the land between
5 Plaintiff's land, they did not allow or consent to Plaintiff moving his cattle across the their land;
6 however, John Albisu and Rosie Albisu eventually quit complaining about the cattle crossing the
7 land.

8 22. All correspondence between Defendants, John Albisu, Rosie Albisu, and Anchor S-
9 Ranch and Rentals, LLC has been with Ty Albisu.

10 23. Ty Albisu is a managing member of Anchor S-Ranch and Rentals, LLC.

11 24. Ty Albisu is an agent of John Albisu and/or Rosie Albisu and/or Anchor S-Ranch
12 and Rentals, LLC.

13 25. The Quit Claim Deed states John Albisu and Rosie Albisu purchased the property
14 "subject to all covenants, conditions, restrictions, exceptions, easements, rights-of-way, rights-of-
15 access, agreements..." Therefore, John Albisu and Rosie Albisu purchased the property subject to
16 the easements.

17 26. The Humboldt County Assessor's office recognizes and shows the easements on the
18 County's parcel overlay map. Exhibit 4.

19 27. Defendants refuse to acknowledge any easements on their land and have verbally
20 and in writing threatened Mr. Wilkinson to "STAY OFF ALL MY GROUND AND LAND!!!" as
21 so eloquently stated by Ty Albisu in his March 13, 2018 letter. Exhibit 5. This letter is signed by
22 Ty Albisu for Anchor S-Ranch and Rentals, LLC.

23 28. Plaintiff has attempted to reason with the Defendants as evidenced in the letters that
24 were sent to the Defendants. (The maps that are attached as Exhibits 3 and 4 were included with
25 the letters; however, the maps are not included here). Exhibit 6.

26 29. Defendants still fail to acknowledge the existence of easements around the parcels
27 of land. Exhibit 7.

1 30. NRS 568.355 defines open range as, "As used in NRS 568.360 and NRS 568.370,
2 unless the context otherwise requires, "open range" means all unenclosed land outside of cities and
3 towns upon which cattle, sheep or other domestic animals by custom, license, lease or permit are
4 grazed or permitted to roam." Open range requires the grazing animals to be fenced out with a
5 legal fence.

6 31. On information and belief, Defendants have fences that run across the road and
7 utility easements. Defendants do not have the individual parcels of land fenced at or inside the
8 easements. Defendants have fences in certain areas and have not complied with the fence out laws.

9 32. Defendants have a duty in open range to fence cattle out of their land; in particular,
10 to fence the parcels excluding the road and utility easements.

11 33. Defendants are prohibiting Plaintiff from running his cattle down the easements.

12 34. Defendants have chained and padlocked the gates located next to the cattleguards
13 that are for livestock and equipment to pass through and prohibited Plaintiffs use of said gates.

14 35. Said gates are located within the easements and are not under the control or custody
15 of Defendants.

16 36. Ty Albisu removed and destroyed the cattleguard located on the fence line between
17 Plaintiff and Defendants properties; APN 03-0741-02 and APN 03-0741-07 around February 2018.

18 37. That said cattleguard is damaged beyond repair.

19 38. At certain times of the year, said cattleguard is Plaintiff's only access to certain parts
20 of his land.

21 39. That Plaintiff had to hire an attorney and has incurred attorney fees to represent him
22 in bringing this action.

23 First Cause of Action: Preliminary Injunctive Relief

24 40. That Plaintiff repeats and re-alleges paragraphs One through Thirty Nine (1-39) as
25 if fully restated herein.

26 41. Plaintiff uses the easements to move equipment and cattle to and from his properties,
27 and without an injunction, Plaintiff cannot continue operations of his ranch.
28

1 42. Plaintiff needs to use the gates adjacent to the cattleguards on Nonque Road,
2 Highway 95, and other points in between to move cattle and to move haying equipment.

3 43. The haying equipment is expected to be moved in the middle of month of June 2018.

4 44. Based on the above allegations, the existence of a 30' easement around each parcel,
5 the existence of 60' easements for all roads shown on the Parcel Map, and pursuant to Nevada
6 Revised Statutes 33.010, Plaintiff is entitled to a preliminary/temporary injunction restraining
7 Defendants from the commission or continuance of acts complained of above against the Plaintiff
8 and their property until the court is satisfied that the Defendants are no longer committing or
9 continuing to commit said acts. This may be for a limited period or perpetually.

10 45. Based on the above allegations, and pursuant to Nevada Revised Statutes 33.010,
11 Plaintiff is entitled to a preliminary/temporary injunction restraining Defendants from committing
12 or continuing to commit said acts because continued commission or continuance of, will continue
13 to produce great or irreparable injury to the Plaintiff's ability to continue business and damage the
14 property of Plaintiff, including the safety and protection of property.

15 46. Based on the immediate need to move equipment and the irreparable harm that will
16 be suffered, Plaintiff is entitled to a preliminary injunction.

17 Second Cause of Action: Permanent Injunctive Relief

18 47. That Plaintiff repeats and re-alleges paragraphs One through Forty Six (1-46) as if
19 fully restated herein.

20 48. Plaintiff moves equipment and cattle at various times during the year.

21 49. Based on the above allegations, the existence of a 30' easement around each parcel,
22 the existence of 60' easements for all roads shown on the Parcel Map, and pursuant to Nevada
23 Revised Statutes 33.010, Plaintiff is entitled to a permanent injunction restraining Defendants from
24 the commission or continuance of acts complained of above against the Plaintiff and their property
25 until the court is satisfied that the Defendants are no longer committing or continuing to commit
26 said acts. This may be for a limited period or perpetually.

27 50. Based on the above allegations, and pursuant to Nevada Revised Statutes 33.010,
28 Plaintiff is entitled to a permanent injunction restraining Defendants from committing or continuing

1 to commit said acts because continued commission or continuance of, will continue to produce
2 great or irreparable injury to the Plaintiff's ability to continue business and damage the property of
3 Plaintiff, including the safety and protection of property.

4 Third Cause of Action: Declaratory Relief

5 51. That Plaintiff repeats and re-alleges paragraphs One through Fifty (1-50) as if fully
6 restated herein.

7 52. This court has subject matter jurisdiction as this Court may enter declaratory relief
8 under NRS 30.040.

9 53. Declaratory judgment is necessary to declare the easements on the Map valid or
10 invalid.

11 54. Declaratory judgment is necessary to declare the easements on the Map private or
12 public.

13 55. The parties have a dispute as to the validity of the easements.

14 56. Defendants are keeping Plaintiff from using the easements.

15 57. Plaintiff should be reimbursed for attorney fees for bringing this action.

16 Fourth Cause of Action: Trespass to Land

17 58. That Plaintiff repeats and re-alleges paragraphs One through Fifty Seven (1-56) as
18 if fully restated herein.

19 59. Defendant, Ty Albisu, trespassed onto Plaintiff's land, Assessor's Parcel Number
20 03-0741-02, knowing the land was Plaintiff's.

21 60. Defendant, Ty Albisu, is an agent of John Albisu, Rosie Albisu, and/or Anchor S-
22 Ranch and Rentals, LLC.

23 61. The damage to the fence and cattleguard is in excess of \$15,000.00.

24 62. Defendants were the proximate cause of the damage because Ty Albisu ripped the
25 cattleguard out of the ground; thus damaging the cattleguard and the fence.

26 63. Defendants are jointly and severally liable to Plaintiff for the destruction to the fence
27 and cattleguard on Assessor's Parcel Number 03-0741-02.

28 Fifth Cause of Action: Prescriptive Easement

1 64. That Plaintiff repeats and re-alleges paragraphs One through Sixty Three (1-63) as
2 if fully restated herein.

3 65. Plaintiff has crossed the land of Defendants for approximately 50 years.

4 66. Plaintiffs use has been continuous and uninterrupted for approximately 50 years.

5 67. Plaintiff has two paths while driving cattle and driving equipment causing
6 depending on the time of year and the weather conditions.

7 68. Plaintiff has run his cattle and equipment across Defendants land without approval
8 or permission from Defendants.

9 69. Plaintiff use was open and notorious because Plaintiff ran cattle and equipment at
10 regular intervals during normal and customary times.

11 70. Defendants, John Albisu and Rosie Albisu, and the prior owner, Frank Albisu,
12 acquiesced to Plaintiff's prescriptive easement years ago.

13 Sixth Cause of Action: Easement of Necessity

14 71. That Plaintiff repeats and re-alleges paragraphs One through Seventy (1-70) as if
15 fully restated herein.

16 72. Plaintiff has crossed the land of Defendants for approximately 50 years.

17 73. Plaintiffs use has been uninterrupted and continuous for approximately 50 years.

18 74. Plaintiff has kept close to fences and roads as is possible while driving cattle and
19 driving equipment causing little to no damage.

20 75. Plaintiff cannot use the county road to drive the cattle because the county road would
21 run the cattle into the middle of town, then down Highway 95.

22 76. Plaintiff is unable to obtain a permit to shut down Highway 95 for hours to run cattle
23 down the highway because Nevada State will not issue a permit for that purpose.

24 77. Nevada State does allow Highway 95 to be shut down for a brief period to cross
25 Highway 95 with the cattle.

26 78. Without a prescriptive easement Plaintiff is essentially left landlocked with his cattle
27 and equipment rendering his property, Assessor's Parcel Number 03-0741-02, useless.
28

1 79. Plaintiff has no other options other than an easement, either the easements around
2 the parcels are valid or Plaintiff needs a prescriptive easement.

3 80. Plaintiff has run his cattle and equipment across Defendants land without approval
4 or permission from Defendants.

5 Seventh Cause of Action: Preliminary Injunctive Relief

6 81. That Plaintiff repeats and re-alleges paragraphs One through Eighty (1-80) as if fully
7 restated herein.

8 82. Plaintiff has adjudicated water rights for waterways that cross Defendants land.
9 Exhibit 8 and Exhibit 9.

10 83. Plaintiff has used the ditches associated with the adjudicated water rights since
11 purchasing the property. The prior owners of the property used the ditches for many years before
12 Plaintiff; some back to the early 1900's.

13 84. Defendants created dams to block the water from entering onto Plaintiff's land at
14 two locations, and as a result is watering his own land.

15 85. Defendants have no water rights from this source.

16 86. Plaintiff will endure severe and irreparable financial harm if Defendants are allowed
17 to continue to dam and divert the water from entering onto Plaintiff's land.

18 87. Plaintiff relies on these water sources to grow hay to feed his cattle.

19 88. Based on the above allegations, and pursuant to Nevada Revised Statutes 33.010,
20 Plaintiff is entitled to a preliminary/temporary injunction restraining Defendants from committing
21 or continuing to commit said acts because continued commission or continuance of, will continue
22 to produce great or irreparable injury to the Plaintiff's ability to continue business and damage the
23 property of Plaintiff, including the safety and protection of property.

24 89. Based on the above allegations, and pursuant to Nevada Revised Statutes 33.010,
25 Plaintiff is entitled to a preliminary/temporary injunction be able to enter Defendants land at the
26 ditches that carry water and clean said ditches as shown on Exhibit 9.

27 Eighth Cause of Action: Permanent Injunctive Relief

1 90. That Plaintiff repeats and re-alleges paragraphs One through Eighty Nine (1-89) as
2 if fully restated herein.

3 91. Plaintiff has adjudicated water rights for waterways that cross Defendants land.
4 Exhibit 8 and Exhibit 9.

5 92. Plaintiff has used the ditches associated with the adjudicated water rights since
6 purchasing the property. The prior owners of the property used the ditches for many years before
7 Plaintiff; some back to the early 1900's.

8 93. Defendants created dams to block the water from entering onto Plaintiff's land at
9 two locations, and as a result is watering his own land.

10 94. Defendants have no water rights from these sources.

11 95. Plaintiff will endure severe and irreparable financial harm if Defendants are allowed
12 to continue to dam and divert the water from entering onto Plaintiff's land.

13 96. Plaintiff relies on these water sources to grow hay to feed his cattle.

14 97. Based on the above allegations, and pursuant to Nevada Revised Statutes 33.010,
15 Plaintiff is entitled to a preliminary/temporary injunction restraining Defendants from committing
16 or continuing to commit said acts because continued commission or continuance of, will continue
17 to produce great or irreparable injury to the Plaintiff's ability to continue business and damage the
18 property of Plaintiff, including the safety and protection of property.

19 98. Based on the above allegations, and pursuant to Nevada Revised Statutes 33.010,
20 Plaintiff is entitled to a preliminary/temporary injunction be able to enter Defendants land at the
21 ditches that carry water and clean said ditches as shown on Exhibit 9.

22 Ninth Cause of Action: Trespass to Land

23 99. That Plaintiff repeats and re-alleges paragraphs One through Ninety Eight (1-98) as
24 if fully restated herein.

25 100. Defendant, Ty Albisu, decided to burn materials on a windy day on Assessor's
26 Parcel Number 03-0151-01.

27 101. Said fire became out of control and expanded onto Plaintiff's land and caused
28 damage to approximately 20 to 40 acres of grass field.

1 102. Defendant, Ty Albisu, was able to eventually extinguish the fire after burning part
2 of Plaintiff's field.

3 103. Defendant, Ty Albisu, and the fire Defendant started trespassed onto Plaintiff's land,
4 Assessor's Parcel Number 03-0151-08, knowing the land was Plaintiff's.

5 104. Defendant, Ty Albisu, is an agent of John Albisu, Rosie Albisu, and/or Anchor S-
6 Ranch and Rentals, LLC.

7 105. The damage to the grass field is to be determined as the grass begins to grow back.

8 106. Defendants were the proximate cause of the damage because Ty Albisu intentionally
9 started the fire that became out of control; thus damaging Plaintiff's field.

10 107. The damage to Plaintiff's field has a value that will be better determined later in the
11 season; but may be in excess of \$15,000.00.

12 Tenth Cause of Action: Prescriptive Easement

13 108. That Plaintiff repeats and re-alleges paragraphs One through One Hundred Seven
14 (1-107) as if fully restated herein.

15 109. Plaintiff has crossed the land of Defendants for approximately 50 years to the
16 purpose of cleaning the water ditch.

17 110. Plaintiff's, and Plaintiff's predecessors, use has been continuous and uninterrupted
18 for approximately 50 years.

19 111. Plaintiff has two water ditches that need to be cleaned for the water to properly flow.

20 112. Plaintiff has cleaned these water ditches without approval or permission from
21 Defendants.

22 113. Plaintiff's use was open and notorious because Plaintiff entered onto the property in
23 the daytime and cleaned the water ditches.

24 114. Defendants, John Albisu and Rosie Albisu, and the prior owner, Frank Albisu,
25 acquiesced to Plaintiff's prescriptive easement years ago.

26 Eleventh Cause of Action: Easement of Necessity

27 115. That Plaintiff repeats and re-alleges paragraphs One through One Hundred Fourteen
28 (1-114) as if fully restated herein.

1 116. Plaintiff has crossed the land of Defendants for approximately 50 years to the
2 purpose of cleaning the water ditch.

3 117. Plaintiff's, and Plaintiff's predecessors, use has been continuous and uninterrupted
4 for approximately 50 years.

5 118. Plaintiff has two water ditches that need to be cleaned for the water to properly flow.

6 119. Plaintiff has no other way to clean the water ditches without entering onto
7 Defendants land.

8 120. Without an easement of necessity, Plaintiff has no way to clean the ditches and
9 ensure the water flows appropriately.

10 121. Plaintiff has no other options other than an easement, either the easements around
11 the parcels are valid or Plaintiff needs a prescriptive easement.

12 122. Defendants dammed up two water ditches. One has been cleared, on still is blocked.

13 123. Without an easement of necessity, Defendants are able to steal Plaintiff's water and
14 Plaintiff has no way to check and clear the water ditches.

15 124. Plaintiff needs an easement 10 feet wide on both sides of the ditch to for access to
16 the water ditch for cleaning.

17 Twelfth Cause of Action: Unauthorized Use of Water

18 125. Plaintiff repeats and re-alleges paragraphs One through One Hundred Twenty Four
19 (1-124) as if fully restated herein.

20 126. Plaintiff owns water rights from the McDermitt Creek and Sloughs.

21 127. Defendants dammed and/or blocked the water ditches and caused the water to back
22 up onto Defendants land; thus using the water for Defendants own fields and depriving Plaintiff
23 from the water.

24 128. Defendants actions are the proximate cause of Plaintiff's fields not receiving
25 adequate water to produce hay.

26 129. Therefore, Defendant's actions are the proximate cause of Plaintiff's damages in
27 excess of \$15,000.00.

28 130. Defendants have no rights to the water from the McDermitt Creek and Sloughs.

1 131. Defendants, by damming and blocking the water ditches, are using waters that
2 Plaintiff is authorized to use.

3 132. Plaintiff is entitled to compensation for lost hay and attorney fees as a result of the
4 theft.

5 WHEREFORE, Plaintiff prays as follows:

6 First. That the Court issue a preliminary injunction enjoining the Defendants from
7 committing or continuing to commit acts against the Plaintiff and their property. That in doing so
8 Defendants use all means necessary to immediately effectuate the Courts order.

9 Second. That after a hearing on the matter, the Court issue a permanent injunction
10 and enjoin Defendants from committing or continuing to commit acts against the Plaintiff and their
11 property unless and until the Court is satisfied that the Defendants are no longer committing acts
12 against the Plaintiff and their property. That in doing so Defendants use all means necessary to
13 immediately effectuate the Courts order.

14 Third. For damages that have incurred by Defendants in excess of \$15,000.00 for
15 trespass to land.

16 Fourth. That the Court Declare the easements on the Map to be valid.

17 Fifth. That the Court grant a prescriptive easement to Plaintiff to run cattle and
18 equipment across Defendants land.

19 Sixth. That the Court grant an easement of necessity to Plaintiff to run cattle and
20 equipment across Defendants land.

21 Seventh. That the Court grant a prescriptive easement to Plaintiff for Plaintiff to enter
22 onto Defendants land to clear ditches for water rights.

23 Eighth. That the Court grant an easement of necessity to Plaintiff for Plaintiff to enter
24 onto Defendants land to clear ditches for water rights.

25 Ninth. For damages in excess of \$15,000.00 because Defendants used and/or
26 diverted Plaintiff's water.

27 Tenth. That Plaintiff be granted reasonable attorney fees and costs;
28

1 Eleventh. For such other and further relief as the Court may appear just and proper.

2 DATED this 15 day of June, 2018.

3 MILLER LAW, INC.

4 

5 RENDAL B. MILLER, ESQ.

6 Attorney for Plaintiff

7 Nevada Bar No. 12257

8 115 West 5th Street, Box 7

9 Winnemucca, Nevada 89445

10 775-623-5000

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VERIFICATION

STATE OF NEVADA)
):ss
COUNTY OF HUMBOLDT)

Kimble Wilkinson, being first duly sworn, deposes and says:

That he is the Plaintiff in the above entitled action, that he has read the foregoing *Amended Verified Complaint* and knows the contents thereof, that the same is true of his own knowledge, except those matters therein stated on information or belief, and that as to those matters, she believes to it be true.

Kimble Wilkinson
Kimble Wilkinson

SUBSCRIBED AND SWORN to before me, a notary public, this 12th day of April, 2019,
by Kimble Wilkinson.

Jennifer Smith
NOTARY PUBLIC



Exhibit 1

Exhibit 1

ANCHOR S-RANCH AND RENTALS LLC

Business Entity Information			
Status:	Active	File Date:	1/31/2018
Type:	Domestic Limited-Liability Company	Entity Number:	E0061132018-2
Qualifying State:	NV	List of Officers Due:	1/31/2019
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20181089390	Business License Exp:	1/31/2019

Registered Agent Information			
Name:	PATRICK DAVID SCIBIOR	Address 1:	4055 SYCAMORE DRIVE
Address 2:		City:	WINNEMUCCA
State:	NV	Zip Code:	89445
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

<input checked="" type="checkbox"/> Officers <input type="checkbox"/> Include Inactive Officers			
Manager - ROSE ALBISU DIRECTOR OR EQUIVALENT OF			
Address 1:	PO BOX 188	Address 2:	
City:	MC DERMITT	State:	NV
Zip Code:	89421	Country:	
Status:	Active	Email:	
Manager - JOHN A ALBISU PRESIDENT OR EQUIVALENT OF			
Address 1:	PO BOX 188	Address 2:	
City:	MC DERMITT	State:	NV
Zip Code:	89421	Country:	
Status:	Active	Email:	
Manager - TY VICTOR ALBISU TREASURER OR EQUIVALENT OF			
Address 1:	PO BOX 1076	Address 2:	
City:	MC DERMITT	State:	NV
Zip Code:	89421	Country:	
Status:	Active	Email:	

Manager - JOSEPH JOHN ALBISU SECRETARY OR EQUIVALENT OF

Address 1:	5027 SANTA MONICA AVE. UNIT F	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92107	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Organization		
Document Number:	20180051986-70	# of Pages:	2
File Date:	1/31/2018	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	20180051987-81	# of Pages:	1
File Date:	1/31/2018	Effective Date:	
(No notes for this action)			

Exhibit 2

Exhibit 2

Map Previously Filed with Verified Complaint

Exhibit 3

Exhibit 3

When recorded return to:
Marc Picker, Esq.
P.O. Box 3344
Reno, NV 89504

QUITCLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ANNA J. AMARAL and PATRICIA ALBISU, (Grantor), hereby remise, release and quitclaim unto JOHN ALBISU and ROSIE ALBISU, husband and wife, (Grantee), as community property with full right of survivorship and not as tenants in common nor as joint tenants, the survivor, his or her heir and assigns, that certain real property situate in McDermitt, Humboldt County, Nevada, as more particularly described in Exhibit A attached and hereby made a part hereof, (the "Property"), subject to all covenants, conditions, restrictions, exceptions, easements, rights-of-way, rights-of-access, agreements, reservations, encumbrances, liens and other matters as the same may be of record; any matters which would be dissolved by survey, investigation of injury; and any tax, assessment or other governmental lien against the Property.

This Grant is made without covenants or warranties of any kind. Grantee, by signing below, expressly acknowledges that Grantee is buying the Property in an "AS IS" condition and that Grantee has relied upon their own independent investigation of the physical condition of the Property. Grantee hereby release Grantor and Grantor's agents and employees from all responsibility and liability regarding the condition (including, but not limited to, the physical condition or presence of hazardous materials), valuation or utility of the Property.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 5th day of

JUNE, 1997.

Subject to deed of trust in favor of Grantors
re-recorded February 27, 1997 as Document No.
1997-3118, Humboldt County Records.

GRANTOR:

Anna J. Amaral
ANNA J. AMARAL

Patricia Albisu
PATRICIA ALBISU

GRANTEE:

John A. Albisu
JOHN ALBISU

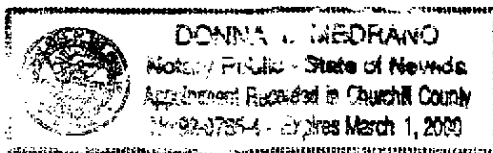
Rosie Albisu
ROSIE ALBISU

INDEXED

STATE OF NEVADA)
) : ss
COUNTY OF CHURCHILL)

On this 5th day of June, 1997, personally appeared before me, a duly appointed Notary Public in and for said County and State, ANNA J. AMARAL, known to me to be the person described in the above instrument, who executed the foregoing instrument, and who acknowledged to me that she executed the same, and that she did so freely and voluntarily and for the used and purposes mentioned herein.

In witness whereof, I have hereunto set my hand this 2nd day of July, 1997, and affixed my office seal thereto.

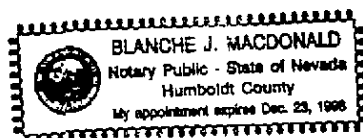


Donna J. Medrano
NOTARY PUBLIC

STATE OF NEVADA)
) : ss
COUNTY OF HUMBOLDT)

On this 5th day of June, 1997, personally appeared before me, a duly appointed Notary Public in and for said County and State, PATRICIA ALBISU, known to me to be the person described in the above instrument, who executed the foregoing instrument, and who acknowledged to me that she executed the same, and that she did so freely and voluntarily and for the used and purposes mentioned herein.

In witness whereof, I have hereunto set my hand this 5th day of June, 1997, and affixed my office seal thereto.

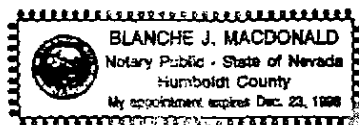


Blanche J. MacDonald
NOTARY PUBLIC

STATE OF NEVADA)
 : SS
COUNTY OF HUMBOLDT)

On this 5th day of June, 1997, personally appeared before me, a duly appointed Notary Public in and for said County and State, JOHN ALBISU, known to me to be the person described in the above instrument, who executed the foregoing instrument, and who acknowledged to me that she executed the same, and that she did so freely and voluntarily and for the used and purposes mentioned herein.

In witness whereof, I have hereunto set my hand this 5th day of June, 1997, and affixed my office seal thereto.

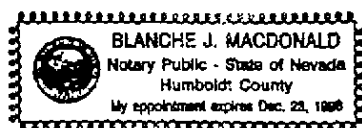


Blanche J. MacDonald
NOTARY PUBLIC

STATE OF NEVADA)
 : SS
COUNTY OF CHURCHILL)

On this 5th day of June, 1997, personally appeared before me, a duly appointed Notary Public in and for said County and State, ROSIE ALBISU, known to me to be the person described in the above instrument, who executed the foregoing instrument, and who acknowledged to me that she executed the same, and that she did so freely and voluntarily and for the used and purposes mentioned herein.

In witness whereof, I have hereunto set my hand this 5th day of June, 1997, and affixed my office seal thereto.



Blanche J. MacDonald
NOTARY PUBLIC

Township 47 North, Range 38 East, M.D.B & M.

	<i>Acreage</i>	<i>AP Number</i>
Section 2:		
Lot 2	40.08	3-131-30
SW1/4NW1/4	40.00	3-131-35
SE1/4NW1/4	40.00	3-131-36
SW1/4NE1/4	40.00	3-131-37
NW1/4SW1/4	40.00	3-131-44
NE1/4SW1/4	40.00	3-131-45
NW1/4SE1/4	40.00	3-131-46
Section 3:		
Lot 2	40.73	3-131-29
Lot 3	40.83	3-131-28
Lot 4	40.96	3-131-26
SW1/4NW1/4	40.00	3-131-31
SE1/4NW1/4	40.00	3-131-32
SW1/4NE1/4	40.00	3-131-33
SE1/4NE1/4	40.00	3-131-34
NW1/4SW1/4	40.00	3-131-40
NE1/4SW1/4	40.00	3-131-41
NW1/4SE1/4	40.00	3-131-42
NE1/4SE1/4	40.00	3-131-43
Section 4:		
Lot 1	41.13	3-131-26
Lot 2	41.37	3-131-25
Lot 5	27.24	portion of 3-171-05
Lot 6	26.27	portion of 3-171-05
Lot 7	26.20	portion of 3-171-06
SE1/4SW1/4	40.00	3-171-07
NW1/4SE1/4	40.00	3-131-38
NE1/4SE1/4	40.00	3-131-39
Section 9:		
Lot 1	25.51	portion of 3-171-06
NE1/4NW1/4	40.00	3-162-03

A total of 1,070.34 acres more or less

Also described as:

All of Parcels A, B, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z of Map for Division into Large Parcels prepared for Frank Albus, located in Sections 2, 3, 4 & 9, Township 47 North, Range 38 East, MDB&M, recorded on April 1, 1985, filed for record as No. 247532, Official Records of Humboldt County, Nevada

APN 3-131-25 thru 3-131-46

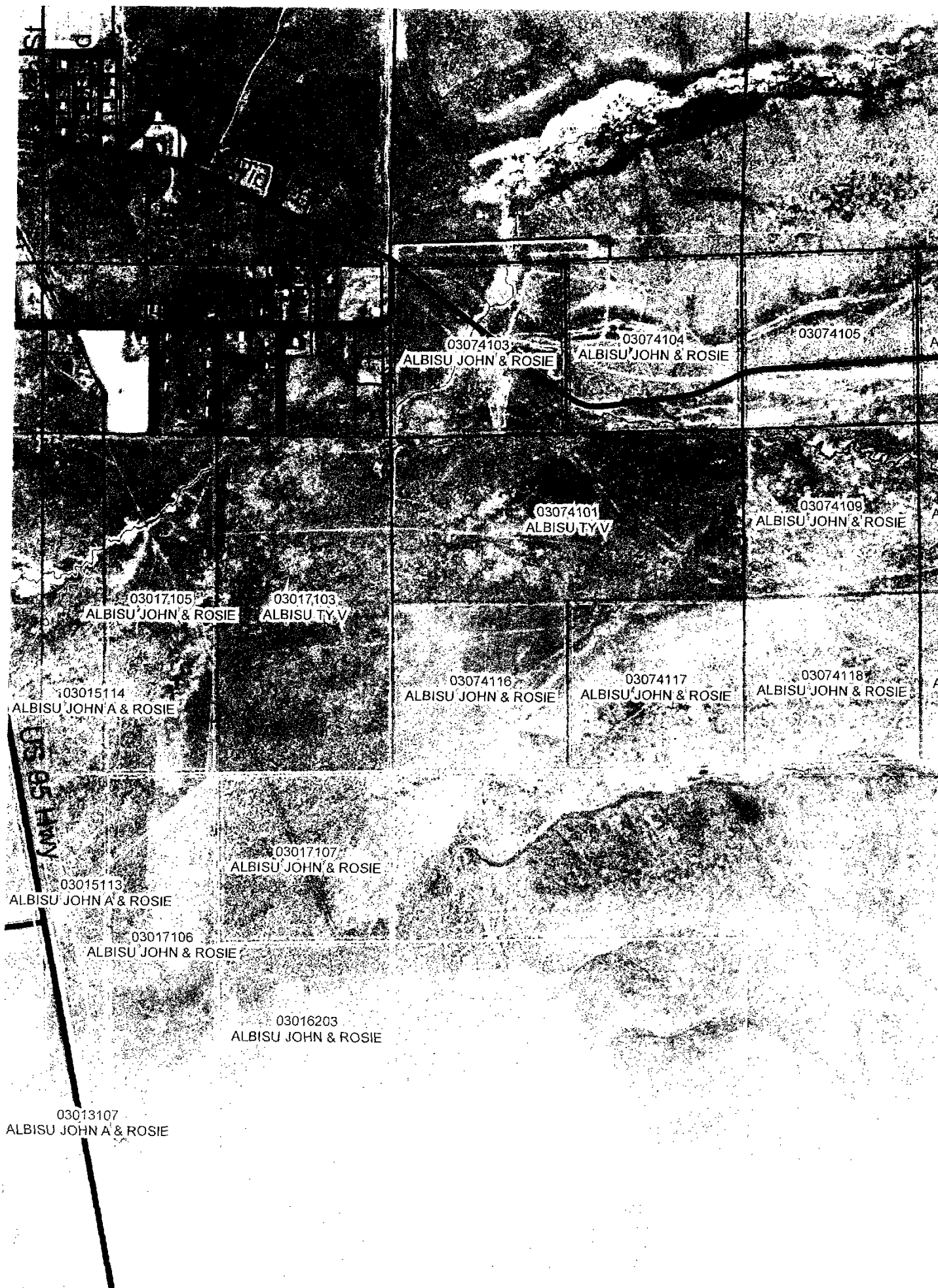
APN 3-162-03

APN 3-171-05 thru 3-171-07

7c7839ex M97/36

Exhibit 4

Exhibit 4



03074103
ALBISU JOHN & ROSIE

03074104
ALBISU JOHN & ROSIE

03074105
ALBISU JOHN & ROSIE

03074101
ALBISU TY V

03074109
ALBISU JOHN & ROSIE

03017105
ALBISU JOHN & ROSIE

03017103
ALBISU TY V

03015114
ALBISU JOHN A & ROSIE

03074116
ALBISU JOHN & ROSIE

03074117
ALBISU JOHN & ROSIE

03074118
ALBISU JOHN & ROSIE

03015113
ALBISU JOHN A & ROSIE

03017107
ALBISU JOHN & ROSIE

03017106
ALBISU JOHN & ROSIE

03016203
ALBISU JOHN & ROSIE

03013107
ALBISU JOHN A & ROSIE

US 95 HWY



03074106
ALBISU JOHN & ROSIE

03074107
ALBISU JOHN & ROSIE

03074102
WILKINSON G&A LIV TR WILKINSON

03074108
ALBISU JOHN &

03074110
ALBISU JOHN & ROSIE

03074111
ALBISU JOHN & ROSIE

03074112
ALBISU JOHN & ROSIE

03074113
ALBISU JOHN & ROSIE

03074114
ALBISU JOHN & ROSIE

03074115
ALBISU JOHN &

03074119
ALBISU JOHN & ROSIE

03074120
ALBISU JOHN & ROSIE

03074121
ALBISU JOHN & ROSIE

03074122
ALBISU JOHN & ROSIE

03074123

03074124
ALBISU JOHN &

Exhibit 5

Exhibit 5

Kimble Wilkinson

P.O. Box 476

McDermitt, Nevada 89421

March 13, 2018

Mr. Wilkinson;

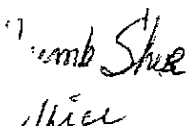
March 12, 2018 a phone call was made to you warning you of the trespass on my property. You have been given your oral warning, this is your written warning.

You have placed on my property a cattle guard through my fence so that you have access to drive through my land and cutting my fence. You are in violation of the Nevada State Statutes 207.200. You have been repeatedly warned against trespass on my land however you refuse to obey the law in this matter. You are willfully damaging my ground claiming you have the right to use another's ground for a purpose simply to make it easy for you. This is not your ground or land you do not own it. You are ordered to stay off all my private ground. This was simply your arrogant thinking. You can access the county road from your own land further down the road. Your consistent damage of my ground and forage is malicious and willfully criminal. Your continued willful and wrongful entry upon my land after being warned by myself the owner thereof not to trespass will result in prosecution. Prima facie evidence of your trespass is apparent by the vehicle damage of my ground the placement of a cattle guard upon my ground without my permission or approval. You are ordered to stop! You will remove the damage and wrongful cattle guard and cease from trespass upon my private ground immediately. The property and grounds are properly posted all laws have been abided for warning against your entry. If you choose to continue your destruction of my land and ignoring these legal and lawful warnings further and immediate steps will be taken to insure my rightful use and protection of my property by law enforcement. Remove and repair damage done to my land. STAY OFF ALL MY GROUND AND LAND!! Period!



Ty Albus

Anchor S Ranch and Rentals LLC



Kimble Shue
Albus

~~SECRET~~

Exhibit 6

Exhibit 6

MILLER LAW, INC.

115 West 5th Street, Box 7, Winnemucca, Nevada 89445
(Phone) 775-623-5000 • (Fax) 775-623-5060
info@millerlawinc.us

April 17, 2018

Ty Albisu
PO Box 1076
Winnemucca, NV 89445

Re: Easements located on map number 247532

Mr. Albisu,

This office represents Kimble Wilkinson in the matter of the easements located on map Number 247532 recorded on April 1, 1985. The parcel map indicates that there is a 60' easement along existing roads and a 30' easement along the boundaries of each parcel for roadways and utilities.

Nouque Road is a Humboldt County Road with a 60' easement that must be keep clear and accessible at all times. It is clear by the map that Nouque Road crosses many of your parcels. Further, an easement of 30' along the boundary of each parcel must be keep clear for a roadway. This means there is 60' that is an easement between all of the center parcels.

Mr. Wilkinson moves cattle and accesses his property by way of your parcels and your sons parcels, to-wit: 03074112, 03074118, 03074101, 03074109, 03074107, 03074111, 030774106, 03074110, 03074105, 03074109, 03074105, 03074106, 03074116, 03014103, 03017103, 03015113, 03074117, 0307101, 03074103, 0307104, 03074116, 03015114, and 03017107. Mr. Wilkinson has moved his cattle on these parcels and has used the parcels for ingress and egress. For over 50 years Mr. Wilkinson has been accessing his property by cutting through these parcels on existing cleared land. In the recent months there has been a dispute about the use of this area. Mr. Wilkinson is entitled to use any of the easements listed on parcel map 247532.

Mr. Wilkinson realizes that removing fences and opening the easement areas will be costly. He wishes to propose an alternative option. As an alternative, he would like to come to an agreement that allows Mr. Wilkinson to continue to use the same path Mr. Wilkinson has used for over 50 years that cuts through your property. A written agreement outlining the area would need to be established. If this is not an option, then we request that you remove all barriers from all easements in compliance with the map number 247532.

I have attached copies of the maps outlining the parcels, roadways, and easements for your consideration.

Further, this means that destroying the cattle guard going into Mr. Wilkinson's property on the southwest corner of his property may be a criminal act. The cattle guard was on an easement for a roadway; not on Albisu property. Mr. Wilkinson will be asking for damages for the cattle guard as well.

If you have any questions, please do not hesitate to contact this office. Our goal is to come to an agreement; however, a resolution is needed whether by agreement or court order. Please contact our office by May 1, 2018 if you wish to come to an agreement or with a date that you will have all easement areas opened.

Thank you,

A handwritten signature in black ink, appearing to read "Rendal B. Miller", with a stylized flourish at the end.

Rendal B. Miller

Enclosure

RBM/mlm

MILLER LAW, INC.

115 West 5th Street, Box 7, Winnemucca, Nevada 89445

(Phone) 775-623-5000 • (Fax) 775-623-5060

info@millerlawinc.us

April 17, 2018

John and Rosie Albisu
PO Box 188
McDermitt, NV 89421

Re: Easements located on map number 247532

Mr. And Mrs. Albisu,

This office represents Kimble Wilkinson in the matter of the easements located on map Number 247532 recorded on April 1, 1985. The parcel map indicates that there is a 60' easement along existing roads and a 30' easement along the boundaries of each parcel for roadways and utilities.

Nouque Road is a Humboldt County Road with a 60' easement that must be keep clear and accessible at all times. It is clear by the map that Nouque Road crosses many of your parcels. Further, an easement of 30' along the boundary of each parcel must be keep clear for a roadway. This means there is 60' that is an easement between all of the center parcels.

Mr. Wilkinson moves cattle and accesses his property by way of your parcels and your sons parcels, to-wit: 03074112, 03074118, 03074101, 03074109, 03074107, 03074111, 030774106, 03074110, 03074105, 03074109, 03074105, 03074106, 03074116, 03014103, 03017103, 03015113, 03074117, 0307101, 03074103, 0307104, 03074116, 03015114, and 03017107. Mr. Wilkinson has moved his cattle on these parcels and has used the parcels for ingress and egress. For over 50 years Mr. Wilkinson has been accessing his property by cutting through these parcels on existing cleared land. In the recent months there has been a dispute about the use of this area. Mr. Wilkinson is entitled to use any of the easements listed on parcel map 247532.

Mr. Wilkinson realizes that removing fences and opening the easement areas will be costly. He wishes to propose an alternative option. As an alternative, he would like to come to an agreement that allows Mr. Wilkinson to continue to use the same path Mr. Wilkinson has used for over 50 years that cuts through your property. A written agreement outlining the area would need to be established. If this is not an option, then we request that you remove all barriers from all easements in compliance with the map number 247532.

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If you have any questions, please do not hesitate to contact this office. Our goal is to come to an agreement; however, a resolution is needed whether by agreement or court order. Please contact our office by May 1, 2018 if you wish to come to an agreement or with a date that you will have all easement areas opened.

Thank you,

A handwritten signature in black ink, appearing to read "Rendal B. Miller", followed by a long horizontal flourish.

Rendal B. Miller

Enclosure

RBM/mlm

Exhibit 7

Exhibit 7

03074103
ALBISU JOHN & ROSIE

03074104
ALBISU JOHN & ROSIE

03074105

03074106
ALBISU JOHN & ROSIE

03074101
ALBISU TYV

03074109
ALBISU JOHN & ROSIE

03074110
ALBISU JOHN & ROSIE

03017105
ALBISU JOHN & ROSIE

03017103
ALBISU TYV

03015114
ALBISU JOHN A & ROSIE

03074116
ALBISU JOHN & ROSIE

03074117
ALBISU JOHN & ROSIE

03074118
ALBISU JOHN & ROSIE

03074119
ALBISU JOHN & ROSIE

03015113
ALBISU JOHN A & ROSIE

03017107
ALBISU JOHN & ROSIE

03017106
ALBISU JOHN & ROSIE

03016203
ALBISU JOHN & ROSIE

03013107
ALBISU JOHN A & ROSIE

03074107
ALBISU JOHN & ROSIE

03074102
WILKINSON G&A LIV TR WILKINSON

03074108
ALBISU JOHN & ROSIE

03074111
ALBISU JOHN & ROSIE

03074112
ALBISU JOHN & ROSIE

03074113
ALBISU JOHN & ROSIE

03074114
ALBISU JOHN & ROSIE

03074115
ALBISU JOHN & ROSIE

03074120
ALBISU JOHN & ROSIE

03074121
ALBISU JOHN & ROSIE

03074122
ALBISU JOHN & ROSIE

03074123

03074124
ALBISU JOHN & ROSIE

Exhibit 8

Exhibit 8

Nevada Office of the Attorney General
100 North Carson Street
Carson City, NV 89701-4717

ORIGINAL
FILED

2012 APR 17 PM 12:47

FILED
2012 APR 10 PM 12:26

TAMI RAE SPERO
DIST. COURT CLERK

TAMI RAE SPERO
DIST. COURT CLERK

IN THE SIXTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF HUMBOLDT

IN THE MATTER OF THE DETERMINATION
OF THE RELATIVE RIGHTS OF CLAIMANTS
AND APPROPRIATORS OF THE WATERS
OF THE QUINN RIVER STREAM SYSTEM
AND TRIBUTUARIES,

HUGH RICCI, P.E., STATE ENGINEER OF
THE STATE OF NEVADA, DIVISION OF
WATER RESOURCES,

v.

YOUNGBERG TRUST, LUCKY 7 RANCH,
GRACE MARCUERQUIAGA, FRANK
MCERQUIGA & HENRY VICTOR, GEORGE
AND EDDIE MENTABERRY, GEORGE
WILSON, JAMES BONAVIA, JAMES M.
BONAVIA PROPERTIES, LLC, HOME RANCH
LLC, JOHN NOUQUE, FRED WILDENSON,
LEO & DONNA HARRER, FORT MCDERMITT
TRIBAL COUNCIL, HAPPY CREEK, INC.,
FRANK LAMB & GLADYS M. JUMP, DELONG
RANCHES, INC., QUINN RIVER CROSSING
RANCH, LLC,

Defendants.

Case No. CV-0016637

Dept. No. 01

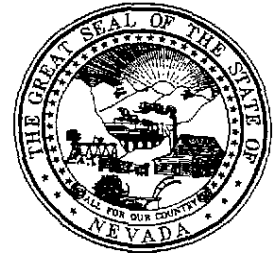
ABSTRACT OF CLAIMS

Presented herewith is the Abstract of Claims for vested surface water claims on the
Quinn River, located within Humboldt County, State of Nevada. This Abstract of Claims is
prepared under the provisions of Chapter 533.140 of the Nevada Revised Statutes.

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Dated April 16, 2012

Richard A. Wagon
DISTRICT COURT JUDGE



Ordered, filed, and caused to be entered of
record in the Office of the State Engineer,
this _____ day of _____, 2012.

Submitted by:
CATHERINE CORTEZ MASTO
Attorney General

By:

Bryan L. Stockton
BRYAN L. STOCKTON
Senior Deputy Attorney General
100 N. Carson Street
Carson City, Nevada 89701
775-684-1228
Attorneys for State Engineer

EXHIBIT NO.	ORIGINAL CLAIMANT/ CURRENT OWNER	SOURCE	POINT(S) OF DIVERSION	PERIOD OF USE	PURPOSE & PRIORITY	FLOW CFS	DUTY	TOTAL AC.FT.																																																																																																																																																				
6373	CORURN RANCH/ EVAN /IMMERMAN	MCDERMITT CREEK	SW 1/4 SEC. 10, T. 41S., R. 39E., W.B.M. OR AT A POINT FROM WHICH THE EAST 1/4 CORNER OF SAID SECTION 10 BEARS S63°45'E, 2300 FEET. SW 1/4 SEC. 10, T. 41S., R. 39E., W.B.M. OR AT A POINT FROM WHICH THE EAST 1/4 CORNER OF SAID SECTION 10 BEARS S66°30'E, 2250 FEET. NW 1/4 SEC. 10, T. 41S., R. 39E., W.B.M. OR AT A POINT FROM WHICH THE EAST 1/4 CORNER OF SAID SECTION 10 BEARS N87°E, 1399 FEET. SE 1/4 SEC. 10, T. 41S., R. 39E., W.B.M. OR AT A POINT FROM WHICH THE EAST 1/4 CORNER OF SAID SECTION 10 BEARS N13°30'E, 1385 FEET. SW 1/4 SEC. 14, T. 41S., R. 39E., W.B.M. OR AT A POINT FROM WHICH THE EAST 1/4 CORNER OF SECTION 10, T. 41S., R. 39E., BEARS N12°25'W, 2565 FEET.	JAN. 1 TO DEC. 31	IRRIGATION 1893	2.11																																																																																																																																																						
<div style="display: flex; justify-content: space-between;"> <div> <p>PLACE OF USE</p> <p>40 ACRE DESCRIPTIONS</p> </div> <div> <p>ACRES PER SECTION</p> </div> <div> <p>REMARKS</p> </div> </div>																																																																																																																																																												
<table border="1"> <thead> <tr> <th colspan="2"></th> <th colspan="12">1893 PRIORITY-OREGON</th> <th colspan="2"></th> </tr> <tr> <th>SECTION</th> <th>TOWN-SHIP</th> <th>RANGE</th> <th colspan="2">NE</th> <th colspan="2">NW</th> <th colspan="2">SW</th> <th colspan="2">SE</th> <th colspan="2">NE</th> <th colspan="2">NW</th> <th colspan="2">SW</th> <th colspan="2">SE</th> </tr> </thead> <tbody> <tr> <td>10</td> <td>T. 41 S.,</td> <td>R. 39 E.</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>27.13</td><td>6.61</td><td></td><td></td><td>16.04</td><td>49.78</td> <td rowspan="4">THE POINT OF DIVERSION AND PLACE OF USE FOR THE CORURN RANCH IS IN THE STATE OF OREGON</td> </tr> <tr> <td>11</td> <td>T. 41 S.,</td> <td>R. 39 E.</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>29.93</td> <td>29.93</td> </tr> <tr> <td>14</td> <td>T. 41 S.,</td> <td>R. 39 E.</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>10.51</td><td></td><td></td><td></td><td></td><td>68.39</td> <td>68.39</td> </tr> <tr> <td>15</td> <td>T. 41 S.,</td> <td>R. 39 E.</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0.00</td> <td>0.00</td> </tr> <tr> <td colspan="18">1893 PRIORITY ACRES</td> <td>148.10</td> <td></td> </tr> <tr> <td colspan="18">TOTAL DECREEED ACRES</td> <td>148.10</td> <td></td> </tr> </tbody> </table>											1893 PRIORITY-OREGON														SECTION	TOWN-SHIP	RANGE	NE		NW		SW		SE		NE		NW		SW		SE		10	T. 41 S.,	R. 39 E.										27.13	6.61			16.04	49.78	THE POINT OF DIVERSION AND PLACE OF USE FOR THE CORURN RANCH IS IN THE STATE OF OREGON	11	T. 41 S.,	R. 39 E.														29.93	29.93	14	T. 41 S.,	R. 39 E.									10.51					68.39	68.39	15	T. 41 S.,	R. 39 E.														0.00	0.00	1893 PRIORITY ACRES																		148.10		TOTAL DECREEED ACRES																		148.10	
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EXHIBIT NO.	ORIGINAL CLAIMANT/ CURRENT OWNER	SOURCE	POINT(S) OF DIVERSION	PERIOD OF USE	PURPOSE & PRIORITY	FLOW CFS	DUTY	TOTAL AC.-FT.
6300	UPPER FLAT CREEK RANCH/ LOWER FLAT CREEK RANCH/ KURT MADER	FLAT CREEK	NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SEC. 3, T.44N., R.38E., M.D.B.&M.* SE $\frac{1}{4}$ LOT 14 SEC. 3, T.44N., R.38E., M.D.B.&M.* NW $\frac{1}{4}$ LOT 4 SEC. 3, T.44N., R.38E., M.D.B.&M.* SW $\frac{1}{4}$ SW $\frac{1}{4}$ SEC. 34, T.45N., R.38E., M.D.B.&M.* SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SEC. 34, T.45N., R.38E., M.D.B.&M.* SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SEC. 34, T.45N., R.38E., M.D.B.&M.* NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SEC. 14, T.45N., R.37E., M.D.B.&M.* SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SEC. 14, T.45N., R.37E., M.D.B.&M.*	JAN. 1 TO DEC. 31	IRRIGATION 1871' 1872' 1876' 1879' 1902' 1902' 1907' 1912'	0.71 0.71 0.36 1.07 1.42 1.26 3.23 1.74		

6380 CONT															ACRES PER SECTION	REMARKS				
PLACE OF USE 40 ACRE DESCRIPTIONS																				
1871* PRIORITY-NEVADA																				
SECTION	TOWN- SHIP	RANGE	NE	NW	SW	SE	LT01	LT02	SW	SE	LT03	LT04	SW	SE	NE	NW	SW	SE	UPPER FLAT CREEK RANCH * LOWER FLAT CREEK RANCH	
3	T. 44 N.	R. 38 E.										5.48							5.48	
4	T. 44 N.	R. 38 E.					2.10												2.10	
SECTION	TOWN- SHIP	RANGE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
33	T. 45 N.	R. 38 E.																	15.50	
34	T. 45 N.	R. 38 E.											2.33	24.59	6.27			9.23	26.92	
																		50.00		
1872* PRIORITY-NEVADA																				
SECTION	TOWN- SHIP	RANGE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
33	T. 45 N.	R. 38 E.													0.07				0.07	
34	T. 45 N.	R. 38 E.							0.56	6.83	10.33	28.92	3.29						49.93	
																		50.00		
1902* PRIORITY-NEVADA																				
SECTION	TOWN- SHIP	RANGE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
33	T. 45 N.	R. 38 E.	5.13	1.87	0.78	17.98									12.44				38.18	
34	T. 45 N.	R. 38 E.					0.62	18.36	29.85	12.30			0.69						61.82	
																		100.00		
1912* PRIORITY-NEVADA																				
SECTION	TOWN- SHIP	RANGE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
28	T. 45 N.	R. 38 E.													0.52	26.82	14.10	10.04	74.91	
33	T. 45 N.	R. 38 E.	22.38	0.81		0.56				16.88	0.34								23.75	
34	T. 45 N.	R. 38 E.																	22.94	
																		121.60		
																		321.60		
UPPER FLAT CREEK RANCH																				

63880 CONT.		1876 ³ PRIORITY-NEVADA												
SECTION	TOWN-SHIP	RANGE	N.E.		N.W.		S.E.		S.W.		S.E.			
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
14	T. 45 N., R. 37 E.						4.91	16.11						21.02
15	T. 45 N., R. 37 E.													3.98
												1876 ³ PRIORITY ACRES		25.00

1879 ⁴ PRIORITY-NEVADA		1879 ⁴ PRIORITY-NEVADA												
SECTION	TOWN-SHIP	RANGE	N.E.		N.W.		S.E.		S.W.		S.E.			
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
14	T. 45 N., R. 37 E.							2.69	0.65					3.34
15	T. 45 N., R. 37 E.						14.29	22.61			13.79	12.49		71.66
												1879 ⁴ PRIORITY ACRES		75.00

1902 ⁵ PRIORITY-NEVADA		1902 ⁵ PRIORITY-NEVADA												
SECTION	TOWN-SHIP	RANGE	N.E.		N.W.		S.E.		S.W.		S.E.			
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
10	T. 45 N., R. 37 E.												4.04	4.16
14	T. 45 N., R. 37 E.							19.61						19.61
15	T. 45 N., R. 37 E.													60.69
												1902 ⁵ PRIORITY ACRES		88.50

1907 ⁶ PRIORITY-NEVADA		1907 ⁶ PRIORITY-NEVADA												
SECTION	TOWN-SHIP	RANGE	N.E.		N.W.		S.E.		S.W.		S.E.			
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
14	T. 45 N., R. 37 E.													33.57
15	T. 45 N., R. 37 E.													190.13
22	T. 45 N., R. 37 E.													2.15
												1907 ⁶ PRIORITY ACRES		225.85
												TOTAL ACRES ⁹		414.35
												TOTAL DECEDED ACRES		735.95

9 LOWER FLAT CREEK RANCH

EXHIBIT NO.	ORIGINAL CLAIMANT/ CURRENT OWNER	SOURCE	POINT(S) OF DIVERSION	PERIOD OF USE	PURPOSE & PRIORITY	FLOW CFS	DUTY	TOTAL AC.-FT.
6381 6382	UPPER 8 MILE CREEK RANCH/ UPPER 12 MILE CREEK RANCH/ HOPPIN RANCH/ McCONNELL RANCH/ BONAVIA-UC RANCH	EIGHT MILE CREEK* EIGHT MILE CREEK & EIGHT MILE SLOUGH* QUINN RIVER & BEEF CORRAL SLOUGH* BEEF CORRAL & EIGHT MILE CORRAL SLOUGHS* QUINN RIVER & TWELVE MILE CREEK* POLE & CANYON CREEKS* TWELVE MILE CREEK*	UPPER 8 MILE - 1 SW 1/4 LOT 11 SEC 19, T. 46N., R. 38E., M.D.B.&M. UPPER 8 MILE - 2 SE 1/4 NE 1/4 SEC 24, T. 46N., R. 38E., M.D.B.&M. EIGHT MILE - UC SE 1/4 NW 1/4 SEC 9, T. 46N., R. 38E., M.D.B.&M. UPPER DIVERSION - UC NE 1/4 SW 1/4 SEC 20, T. 47N., R. 38E., M.D.B.&M. UPPER 12 MILE - 1 SE 1/4 NE 1/4 SEC 36, T. 46N., R. 38E., M.D.B.&M. UPPER 12 MILE - 2 SW 1/4 NE 1/4 SEC 36, T. 46N., R. 38E., M.D.B.&M. HOPPIN - UC NE 1/4 NW 1/4 SEC 29, T. 46N., R. 38E., M.D.B.&M. CANYON CREEK - UC SE 1/4 SW 1/4 SEC 29, T. 46N., R. 38E., M.D.B.&M.	JAN. 1 TO DEC. 31	IRRIGATION 1868* 1874 1875 1876 1877 1878 1903	0.10 8.69 6.57 26.71 4.43 3.39 1.14		

6381-2 CONT

6381-2 CONT										
PLACE OF USE										
40 ACRE DESCRIPTIONS										
1868 ^a PRIORITY-NEVADA										
SECTION	TOWN-SHIP	RANGE	N.E.	N.W.	S.W.	S.E.	N.E.	N.W.	S.W.	S.E.
24	T. 46 N., R. 38 E.		6.73							6.73
SECTION	TOWN-SHIP	RANGE	N.E.	N.W.	S.W.	S.E.	N.E.	N.W.	S.W.	S.E.
19	T. 46 N., R. 39 E.		0.04							0.04
1868 ^b PRIORITY-ACRES										6.77
* UPPER EIGHT MILE CREEK RANCH										
* UPPER TWELVE MILE CREEK RANCH										
* HOPPIN RANCH										
* McCONNELL RANCH										
* UPPER EIGHT MILE CREEK RANCH										
1874 ^a PRIORITY-NEVADA										
SECTION	TOWN-SHIP	RANGE	N.E.	N.W.	S.W.	S.E.	N.E.	N.W.	S.W.	S.E.
5	T. 46 N., R. 38 E.		31.57	20.74			37.14	41.28	41.11	36.03
SECTION	TOWN-SHIP	RANGE	N.E.	N.W.	S.W.	S.E.	N.E.	N.W.	S.W.	S.E.
6	T. 46 N., R. 38 E.						0.56			13.42
SECTION	TOWN-SHIP	RANGE	N.E.	N.W.	S.W.	S.E.	N.E.	N.W.	S.W.	S.E.
7	T. 46 N., R. 38 E.		14.12	2.53	35.71		34.16	2.23	34.35	123.10
SECTION	TOWN-SHIP	RANGE	N.E.	N.W.	S.W.	S.E.	N.E.	N.W.	S.W.	S.E.
8	T. 46 N., R. 36 E.		12.38	9.46						95.68
1874 ^b PRIORITY-ACRES										608.33
* HOPPIN RANCH										
1875 ^a PRIORITY-NEVADA										
SECTION	TOWN-SHIP	RANGE	N.E.	N.W.	S.W.	S.E.	N.E.	N.W.	S.W.	S.E.
5	T. 46 N., R. 38 E.		28.51	41.41	9.59	14.42	31.24			126.51
SECTION	TOWN-SHIP	RANGE	N.E.	N.W.	S.W.	S.E.	N.E.	N.W.	S.W.	S.E.
29	T. 47 N., R. 38 E.									58.96
32	T. 47 N., R. 36 E.		15.09	34.09	0.03		34.41			274.02
1875 ^b PRIORITY-ACRES										459.65
* HOPPIN RANCH										

6.381-2 CONT		1876 ^a PRIORITY-NEVADA														
SECTION	TOWN-SHIP	RANGE	N.E.			N.W.			S.E.			S.W.				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
12	T. 46 N.	R. 37 E.									6.57			22.73	29.30	
13	T. 46 N.	R. 37 E.	25.69	7.57	23.65	31.88			2.69	35.51	0.27	6.92	39.33	36.87	329.95	
24	T. 46 N.	R. 37 E.	40.43	38.09	39.02	32.16			33.58	38.70	1.66	17.97	38.75	4.94	351.66	
25	T. 46 N.	R. 37 E.													45.22	
SECTION	TOWN-SHIP	RANGE	N.E.			N.W.			S.E.			S.W.				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
5	T. 46 N.	R. 38 E.									13.69				104.57	
SECTION	TOWN-SHIP	RANGE	N.E.			N.W.			S.E.			S.W.				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
6	T. 46 N.	R. 38 E.	0.64		1.90	21.23					0.52		20.53	26.99	154.01	
SECTION	TOWN-SHIP	RANGE	N.E.			N.W.			S.E.			S.W.				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
7	T. 46 N.	R. 38 E.	25.51	30.73	33.96	3.98			34.57	8.12	27.32	34.14	34.27	34.68	425.07	
18	T. 46 N.	R. 38 E.	0.17	36.47	17.11				32.78	29.08	30.85	17.75	34.29	39.98	292.64	
19	T. 46 N.	R. 38 E.							16.24	2.01					18.25	
SECTION	TOWN-SHIP	RANGE	N.E.			N.W.			S.E.			S.W.				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
23	T. 47 N.	R. 38 E.													6.01	
32	T. 47 N.	R. 38 E.							6.33	3.44	10.20	20.84	22.40	11.99	103.32	
															1876 ^a PRIORITY ACRES 1870.00	
															^a M. CONNELL RANCH	
		1877 ^a PRIORITY-NEVADA														
SECTION	TOWN-SHIP	RANGE	N.E.			N.W.			S.E.			S.W.				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
24	T. 46 N.	R. 37 E.				7.53					16.30	0.69			24.52	
SECTION	TOWN-SHIP	RANGE	N.E.			N.W.			S.E.			S.W.				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
18	T. 46 N.	R. 38 E.													16.61	
19	T. 46 N.	R. 38 E.				18.90	8.47		30.30	21.91	37.27	25.32	23.87	23.39	267.65	
SECTION	TOWN-SHIP	RANGE	N.E.			N.W.			S.E.			S.W.				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
20	T. 46 N.	R. 38 E.													1.36	
															1877 ^a PRIORITY ACRES 310.14	
															^a HOPPIN RANCH	
		1878 ^a PRIORITY-NEVADA														
SECTION	TOWN-SHIP	RANGE	N.E.			N.W.			S.E.			S.W.				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
24	T. 46 N.	R. 37 E.													95.12	
25	T. 46 N.	R. 37 E.	3.35	29.32	3.46				25.15	0.10	15.00	35.15	6.67	18.20	137.74	
29	T. 46 N.	R. 38 E.									5.47	7.35			12.82	
SECTION	TOWN-SHIP	RANGE	N.E.			N.W.			S.E.			S.W.				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
19	T. 46 N.	R. 38 E.													118.00	
30	T. 46 N.	R. 38 E.	32.65	40.31	33.42	33.36	40.18	26.77			9.59	10.40	40.07	40.16	223.82	
															1878 ^a PRIORITY ACRES 587.50	
															^a HOPPIN RANCH	

6381-2 CONT.		1903 ⁶ PRIORITY NEVADA										
SECTION	TOWN-SHIP	RANGE		N.E.		N.W.		S.E.		S.W.		
		R.	E.	N.E.	S.E.	N.W.	S.W.	N.E.	S.E.	N.W.	S.W.	
36	1. 45 N.	R.	38 E.									
								5.91	0.03	24.90	24.97	
										12.84	11.29	80.00
										¹⁹⁰¹ PRIORITY ACRES	80.00	^W UPPER TWELVE MILE CREEK RANCH
										TOTAL ACRES	6.77	[*] UPPER EIGHT MILE CREEK RANCH
										TOTAL ACRES	1965.62	^a HOPPIN RANCH
										TOTAL ACRES	1870.00	^V McCONNELL RANCH
										TOTAL ACRES	80.00	^W UPPER TWELVE MILE CREEK RANCH
										TOTAL DECEED ACRES	3972.39	

EXHIBIT NO.	ORIGINAL CLAIMANT/ CURRENT OWNER	SOURCE	POINT(S) OF DIVERSION	PERIOD OF USE	PURPOSE & PRIORITY	FLOW CFS	DUTY	TOTAL AC.-FT.																																																																																																
6383 (CHANGED BY PER. 1896, CERI. 239)	DANGLEMEIER RANCH/ LEO AND DONNA HARRER	QUINN RIVER	SW 1/4 NE 1/4 SEC. 21, T. 41N., R. 35E., M.D.B.&M. SOD HOUSE 1 NW 1/4 NW 1/4 SEC. 21, T. 41N., R. 35E., M.D.B.&M. SOD HOUSE 2 SW 1/4 SE 1/4 SEC. 17, T. 41N., R. 35E., M.D.B.&M.	APR 1 TO OCT. 1	IRRIGATION 1889	2.52	3.00	755.76																																																																																																
<div style="display: flex; justify-content: space-between;"> <div> <p>PLACE OF USE</p> <p>40 ACRE DESCRIPTIONS</p> </div> <div> <p>ACRES PER SECTION</p> <p>REMARKS</p> </div> </div>																																																																																																								
<p>1889 PRIORITY-NEVADA</p> <table border="1"> <thead> <tr> <th>SECTION</th> <th>TOWN-SHIP</th> <th>RANGE</th> <th>NE</th> <th>NW</th> <th>SE</th> <th>SW</th> <th>NE</th> <th>NW</th> <th>SE</th> <th>SW</th> <th>NE</th> <th>NW</th> <th>SE</th> <th>SW</th> <th>SE</th> </tr> </thead> <tbody> <tr> <td>17</td> <td>T. 41 N.</td> <td>R. 35 E.</td> <td></td> <td></td> <td>2.42</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>106.78</td> </tr> <tr> <td>20</td> <td>T. 41 N.</td> <td>R. 35 E.</td> <td>25.90</td> <td>23.18</td> <td></td> <td></td> <td></td> <td></td> <td>1.19</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>49.08</td> </tr> <tr> <td>21</td> <td>T. 41 N.</td> <td>R. 35 E.</td> <td></td> <td></td> <td>9.88</td> <td></td> <td></td> <td></td> <td>4.51</td> <td>2.12</td> <td></td> <td></td> <td></td> <td></td> <td>96.06</td> </tr> <tr> <td colspan="15">1889 PRIORITY ACRES</td> <td>251.92</td> </tr> <tr> <td colspan="15">TOTAL ACRES</td> <td>251.92</td> </tr> </tbody> </table> <p>ORIGINAL DANGLEMEIER RANCH DECEDED WATER WAS CHANGED BY PERMIT 1696, CERTIFICATE 239, WHICH CHANGED THE POINT OF DIVERSION, PLACE OF USE, AND MANNER OF USE (FROM YEAR ROUND TO APRIL 1 TO OCTOBER 1).</p>									SECTION	TOWN-SHIP	RANGE	NE	NW	SE	SW	NE	NW	SE	SW	NE	NW	SE	SW	SE	17	T. 41 N.	R. 35 E.			2.42										106.78	20	T. 41 N.	R. 35 E.	25.90	23.18					1.19						49.08	21	T. 41 N.	R. 35 E.			9.88				4.51	2.12					96.06	1889 PRIORITY ACRES															251.92	TOTAL ACRES															251.92
SECTION	TOWN-SHIP	RANGE	NE	NW	SE	SW	NE	NW	SE	SW	NE	NW	SE	SW	SE																																																																																									
17	T. 41 N.	R. 35 E.			2.42										106.78																																																																																									
20	T. 41 N.	R. 35 E.	25.90	23.18					1.19						49.08																																																																																									
21	T. 41 N.	R. 35 E.			9.88				4.51	2.12					96.06																																																																																									
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TOTAL ACRES															251.92																																																																																									

EXHIBIT NO.	ORIGINAL CLAIMANT/ CURRENT OWNER	SOURCE	POINT(S) OF DIVERSION	PERIOD OF USE	PURPOSE & PRIORITY	FLOW CFS	DUTY	TOTAL AC.-FT.
6384	CROWLEY CREEK RANCH/ ELLISON HOME RANCH/ FALEN HOME RANCH	QUINN RIVER [®] CROWLEY CREEK [*] CROWLEY CREEK [*] QUINN RIVER [®] QUINN RIVER [®] CROWLEY CREEK [*]	UPPER HEADGATE - HOME RANCH SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SEC. 6, T.44N., R.37E., M.D.B.&M. CROWLEY CREEK DIVERSION SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SEC. 17, T.44N., R.36E., M.D.B.&M. CROWLEY CREEK RETURN NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SEC. 35, T.44N., R.36E., M.D.B.&M. MIDDLE DIVERSION - HOME RANCH NE $\frac{1}{4}$ NF $\frac{1}{4}$ NE $\frac{1}{4}$ SEC. 35, T.44N., R.36E., M.D.B.&M. MIDDLE DIVERSION 2 - HOME RANCH SE $\frac{1}{4}$ NW $\frac{1}{4}$ SEC. 35, T.44N., R.36E., M.D.B.&M. LOWER DIVERSION - HOME RANCH NE $\frac{1}{4}$ LOT 2, SEC. 2, T.43N., R.36E., M.D.B.&M. BRIDGE FIELD HEADGATE NE $\frac{1}{4}$ SW $\frac{1}{4}$ SEC. 11, T.43N., R.36E., M.D.B.&M. LOWER BRIDGE FIELD HEADGATE NW $\frac{1}{4}$ SEC $\frac{1}{4}$ SW $\frac{1}{4}$ SEC. 14, T.43N., R.36E., M.D.B.&M.	JAN. 1 TO DEC.31	IRRIGATION 1874 [®] 1874 [*] 1883 [*] 1887 [®] 1895 [®] 1900 [*]	9.64 3.37 1.20 8.57 19.63 5.65		

PLACE OF USE												ACRES PER SECTION	REMARKS		
40 ACRE DESCRIPTIONS															
1874 th PRIORITY-NEVADA															
SECTION	TOWN-SHIP	RANGE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	* ELLISON HOME RANCH * CROWLEY CREEK RANCH
24	T. 44 N., R. 36 E.		10.65				2.38								
25	T. 44 N., R. 36 E.		0.12	20.67	29.53	4.58	33.27	31.31	37.62	37.96	15.56	28.82	3.44	13.80	
26	T. 44 N., R. 36 E.		0.11			15.43					39.35	35.66	34.53	20.69	
35	T. 44 N., R. 36 E.		22.16	1.61	6.02	8.90									
36	T. 44 N., R. 36 E.		0.92				1.07	8.94							
1874 th PRIORITY ACRES 674.63													1874 th PRIORITY ACRES 674.63		
1874 th PRIORITY-NEVADA															
SECTION	TOWN-SHIP	RANGE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	* CROWLEY CREEK RANCH
22	T. 44 N., R. 36 E.														
23	T. 44 N., R. 36 E.										27.18	34.59	39.5	39.52	
26	T. 44 N., R. 36 E.		4.67				20.43	8.25							
27	T. 44 N., R. 36 E.		2.22												
1874 th PRIORITY ACRES 216.10													1874 th PRIORITY ACRES 216.10		
1883 rd PRIORITY-NEVADA															
SECTION	TOWN-SHIP	RANGE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	* CROWLEY CREEK RANCH
23	T. 44 N., R. 36 E.		4.57								13.76	22.63	12.17	3.87	
26	T. 44 N., R. 36 E.										11.07				
27	T. 44 N., R. 36 E.		4.25												
1883 rd PRIORITY ACRES 81.90													1883 rd PRIORITY ACRES 81.90		
1887 th PRIORITY-NEVADA															
SECTION	TOWN-SHIP	RANGE	LT01	LT02	SW	SE	LT03	LT04	SW	SE	NE	NW	SW	SE	* ELLISON HOME RANCH
?	T. 43 N., R. 36 E.		0.06	0.90											
11	T. 44 N., R. 36 E.														
12	T. 44 N., R. 36 E.				1.11	11.14									
13	T. 44 N., R. 36 E.		19.47	39.50	18.65	3.40	25.86	27.28	11.86	11.99	15.18	0.24	38.79	33.51	
14	T. 44 N., R. 36 E.		0.00												
23	T. 44 N., R. 36 E.														
24	T. 44 N., R. 36 E.														
25	T. 44 N., R. 36 E.														
26	T. 44 N., R. 36 E.		11.67			0.91									
35	T. 44 N., R. 36 E.		11.88	16.65	14.69	11.81									
36	T. 44 N., R. 36 E.						0.16	1.02							
1887 th PRIORITY ACRES 600.00													1887 th PRIORITY ACRES 600.00		

6384 CONT.		1887 PRIORITY-NEVADA																	
SECTION	TOWN-SHIP	RANGE	LT01	LT02	SW	SE	LT03	LT04	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1	T. 43 N., R. 36 E.							38.27	34.74		1.59	33.50	7.75		38.07	10.51	28.63	34.93	115.85
2	T. 43 N., R. 36 E.																		225.41
SECTION	TOWN-SHIP	RANGE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11	T. 43 N., R. 36 E.		33.43	36.07	38.50	25.16	0.57			3.91	6.41			18.07	3.08	34.57	37.50	6.73	244.22
12	T. 43 N., R. 36 E.						1.30												1.30
14	T. 43 N., R. 36 E.		0.76	38.04	29.60	0.45	36.15	21.08	15.18	39.62	39.35	10.07	10.53	39.34	13.58	29.58	40.43	21.44	385.20
23	T. 43 N., R. 36 E.		2.40	38.56	24.16		40.06	7.54	6.30	38.81	26.02			18.59		24.27	26.31		253.62
26	T. 43 N., R. 36 E.						34.10	15.00											49.10
27	T. 43 N., R. 36 E.		7.48	2.32	0.54	0.02													10.36
29	T. 44 N., R. 36 E.												2.39	10.50					12.89
35	T. 44 N., R. 36 E.		3.63			17.38									9.78		0.87	5.33	36.99
36	T. 44 N., R. 36 E.						0.94	16.81	1.06				5.36	15.08					39.05
1887 PRIORITY ACRES 1373.99																			1373.99
		1887 PRIORITY-NEVADA																	1887 PRIORITY ACRES 1373.99
SECTION	TOWN-SHIP	RANGE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
23	T. 44 N., R. 36 E.		2.41	6.92			23.22	6.41	12.00	16.56					4.32	16.01	9.64		67.52
26	T. 44 N., R. 36 E.		5.02	15.73	14.80		18.69	19.26	9.44	0.81									113.72
27	T. 44 N., R. 36 E.		7.93		7.55						7.44	11.69	10.93			20.89	7.75		74.18
33	T. 44 N., R. 36 E.		16.01	39.61	32.42		35.98			9.58									133.60
35	T. 44 N., R. 36 E.		5.81	0.69															6.50
1908 PRIORITY ACRES 395.52																			395.52
		1908 PRIORITY-NEVADA																	1908 PRIORITY ACRES 395.52
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		1908 PRIORITY-NEVADA																	1908 PRIORITY ACRES 395.52
		1908 PRIORITY-NEVADA																	1908 PRIORITY ACRES 395.52
		1908 P																	

EXHIBIT NO.	ORIGINAL CLAIMANT/ CURRENT OWNER	SOURCE	POINT(S) OF DIVERSION	PERIOD OF USE	PURPOSE & PRIORITY	FLOW CFS	DUTY	TOTAL AC.-FT.
6386 6387	L. GARZA RANCIO/ GRACE M. ERQUIACA	QUINN RIVER	NW¼SW¼SE¼ SEC. 31, T.42N., R.36E., M.D.B. &M. NW¼LOT 3 SEC. 6, T.41., R.36E., M.D.B. &M. NEWLOT 6 SEC. 6, T.41., R.36E., M.D.B. &M. SW¼NE¼SE¼ SEC. 12, T.41N., R.36E., M.D.B. &M.	JAN. 1 TO DEC.31	IRRIGATION 1888 1896 1904 1904 1909	1.00 0.14 1.00 1.44 0.93		

REMARKS

REMARKS

337.06

EXHIBIT NO.	ORIGINAL CLAIMANT/ CURRENT OWNER	SOURCE	POINT(S) OF DIVERSION	YEARLY PERIOD OF USE	PURPOSE & PRIORITY	FLOW CFS.	DUTY AC.-FT./ ACRE	TOTAL AC.-FT.
6301	UPPER HEARN RANCH/ LOWER HEARN RANCH/ CRANDALL RANCH/ FORT McDERMITT INDIAN RESERVATION	EAST FORK QUINN RIVER	UPPER HEARN-MAIN LOT 3 SEC. 9, T.47N., R.38E., M D B & M. ^a UPPER HEARN-1 LOT 13 SEC. 13, T.47N., R.38E., M D B & M. ^a W J McCOLLEY DIVERSION NE½NE½SE¼ SEC.16, T.47N., R.38E., M.D.B & M. ^{a,b} W.J. McCOLLEY DIVERSION-SOUTH NE½SW½SE¼ SEC.16, T.47N., R.38E., M.D.B & M. ^{a,b}	JAN. 1 TO DEC.31	IRRIGATION 1872" 1874" ^a 1878" ^a 1880" 1883" 1885" 1888" ^a 1895" ^a 1907" ^a	0.57 8.29 4.57 0.86 3.06 0.29 4.72 1.26 0.11		

6391 CONT

PLACE OF USE	40 ACRE DESCRIPTIONS
1	1.0000
2	2.0000
3	3.0000
4	4.0000
5	5.0000
6	6.0000
7	7.0000
8	8.0000
9	9.0000
10	10.0000
11	11.0000
12	12.0000
13	13.0000
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95	95.0000
96	96.0000
97	97.0000
98	98.0000
99	99.0000
100	100.0000

40 ACRE DESCRIPTIONS

• UPPER HEARN RANCH
▼ LOWER HEARN RANCH
▲ CRANDALL RANCH

UPPER HEARN RANCH IRRIGATION
AREAS ARE CURRENTLY IDLE.
MAJORITY OF THE FORMERLY
IRRIGATED AREA HAS BEEN SUBDIVIDED

SECTION		TOWN-SHIP	RANGE	1872* PRIORITY-NEVADA												1872* PRIORITY ACRES			
				NE	NW	SW	SE	NE	NW	SW	SE	NE	LT03	SW	SE	NE	NW	SW	SE
13		T. 47 N., R. 38 E.																	0.31
SECTION		TOWN-SHIP	RANGE	1872* PRIORITY-NEVADA												1872* PRIORITY ACRES			
				NE	NW	SW	SE	NE	NW	SW	SE	NE	LT02	SW	SE	NE	NW	SW	SE
14		T. 47 N., R. 38 E.														2.05	17.01	11.80	1.83
																			39.99
																			40.00
SECTION		TOWN-SHIP	RANGE	1880* PRIORITY-NEVADA												1880* PRIORITY ACRES			
				NE	NW	SW	SE	NE	NW	SW	SE	NE	LT02	SW	SE	NE	NW	SW	SE
14		T. 47 N., R. 38 E.														7.06	0.79	0.08	8.91
																			19.50
SECTION		TOWN-SHIP	RANGE	1880* PRIORITY-NEVADA												1880* PRIORITY ACRES			
				NE	NW	SW	SE	NE	NW	SW	SE	NE	LT02	SW	SE	NE	NW	SW	SE
15		T. 47 N., R. 38 E.															3.99	1.69	115.38
																			40.50
																			60.00
SECTION		TOWN-SHIP	RANGE	1883* PRIORITY-NEVADA												1883* PRIORITY ACRES			
				NE	NW	SW	SE	NE	NW	SW	SE	NE	LT03	SW	SE	NE	NW	SW	SE
13		T. 47 N., R. 38 E.																	0.25
SECTION		TOWN-SHIP	RANGE	1883* PRIORITY-NEVADA												1883* PRIORITY ACRES			
				NE	NW	SW	SE	NE	NW	SW	SE	NE	LT03	SW	SE	NE	NW	SW	SE
14		T. 47 N., R. 38 E.																	171.63
																			21.42
																			20.64
																			42.12
																			214.00
SECTION		TOWN-SHIP	RANGE	1885* PRIORITY-NEVADA												1885* PRIORITY ACRES			
				NE	NW	SW	SE	NE	NW	SW	SE	NE	LT03	SW	SE	NE	NW	SW	SE
15		T. 47 N., R. 38 E.																	20.00
																			20.00
																			334.00

6391 CONT.																					
SECTION		TOWN-SHIP	RANGE	1814* PRIORITY-NEVADA																	
				NE	LT01	LT02	SW	SE	LT03	LT04	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
20		T. 47 N., R. 38 E.	RANGE		8.34	6.24	40.28	41.92			12.13		35.74		14.27		30.15	41.00	38.96	31.04	308.07
SECTION		TOWN-SHIP	RANGE	NE	NW	SW	SE	NE	LT01	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
21		T. 47 N., R. 38 E.	RANGE						1.18	2.87			0.01							4.06	
SECTION		TOWN-SHIP	RANGE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
29		T. 47 N., R. 38 E.	RANGE		23.19	41.20	41.85	13.80	25.87		0.93	39.56	39.96	5.77	0.03	0.77		0.12	34.30	0.52	267.87
				1874* PRIORITY-ACRES 580.00																	
1878* PRIORITY-NEVADA																					
				NE	LT01	LT02	SW	SE	LT03	LT04	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
20		T. 47 N., R. 38 E.	RANGE								1.40	2.00	5.41	26.60		2.53		1.96	9.91	49.81	
SECTION		TOWN-SHIP	RANGE	NE	NW	SW	SE	NE	LT01	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
21		T. 47 N., R. 38 E.	RANGE								3.51	20.79	40.45	7.39						72.14	
SECTION		TOWN-SHIP	RANGE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
28		T. 47 N., R. 38 E.	RANGE						0.42	20.72	6.41		0.23							27.78	
29		T. 47 N., R. 38 E.	RANGE		18.10			28.10	14.03	17.13	15.99	0.88		2.01			39.66	7.28	0.44	25.85	170.27
				1878* PRIORITY-ACRES 320.00																	
1888* PRIORITY-NEVADA																					
				NE	LT01	LT02	SW	SE	LT03	LT04	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
20		T. 47 N., R. 38 E.	RANGE			2.32	2.38		10.17	4.59	15.01	30.63	3.78	7.78						76.66	
SECTION		TOWN-SHIP	RANGE	NE	NW	SW	SE	NE	LT01	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
21		T. 47 N., R. 38 E.	RANGE							3.77	19.67		3.39	0.32		11.35				30.50	
SECTION		TOWN-SHIP	RANGE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
28		T. 47 N., R. 38 E.	RANGE						17.71	19.81	33.78	16.65	15.51	39.94	40.62	14.71				198.63	
29		T. 47 N., R. 38 E.	RANGE										2.17			14.34			18.51	330.30	
				1888* PRIORITY-ACRES 330.30																	
				TOTAL ACRES* 1230.30																	
				* LOWER HEARN RANCH																	

63391 CONJ.				1895 ^a PRIORITY-NEVADA															
SECTION	TOWN-SHIP	RANGE		NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE				
17	T. 47 N.,	R. 38 E.												7.06	14.00	21.06			
SECTION	TOWN-SHIP	RANGE		NE				NW				SW				SE			
				LT108 LT07				SW				SE				SE			
20	T. 47 N.,	R. 38 E.		33.93	27.80			5.21								66.94			
				1895 ^a PRIORITY ACRES												88.00			
SECTION				TOWN-SHIP	RANGE		NE	NW	SW	SE	NE	NW	SW	SE	SE				
				LT108	LT07	SW	SE	LT06	LT05	SW	SE	NE	NW	SW	SE	7.50			
20	T. 47 N.,	R. 38 E.						7.50								7.50			
				1907 ^a PRIORITY ACRES												7.50			
				TOTAL ACRES ^a												95.50			
				TOTAL DECED ACRES												1659.80			
a CRANDALL RANCH																			

EXHIBIT NO.	ORIGINAL CLAIMANT/ CURRENT OWNER	SOURCE	POINT(S) OF DIVERSION	PERIOD OF USE	PURPOSE & PRIORITY	FLOW CFS	DUTY	TOTAL AC.-FT.
6392 6384 (PORTION)	HURTADO RANCH/ ELLISON RANCH-MAGOR FIELD/ HENRY V. McERQUIAGA	QUINN RIVER	UPPER DAM NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SEC. 27, T.43N., R.36E., M.D.B.&M. GATE 1 NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SEC. 27, T.43N., R.36E., M.D.B.&M. GATE 2 SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SEC. 27, T.43N., R.36E., M.D.B.&M. PUMP DIVERSION SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SEC. 27, T.43N., R.36E., M.D.B.&M. GATE 3 SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SEC. 33, T.43N., R.36E., M.D.B.&M. MIDDLE DAM SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SEC. 34, T.43N., R.36E., M.D.B.&M. HOUSE DIVERSION NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SEC. 33, T.43N., R.36E., M.D.B.&M. LOWER HOUSE NW $\frac{1}{4}$ LOT 1 SEC. 33, T.43N., R.36E., M.D.B.&M. BRUSH DIVERSION SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SEC. 04, T.42N., R.36E., M.D.B.&M. LOWER DAM SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SEC. 08, T.42N., R.36E., M.D.B.&M.	JAN. 1 TO DEC. 31	IRRIGATION 1889 1890 1894 1895 1912	0.43 0.71 1.43 10.42 0.63		

6392 CONT

PLACE OF USE
40 ACRE DESCRIPTIONS

ACRES
PER
SECTION

REMARKS

*MAGOR FIELD PORTION OF ORIGINAL
ELLISON RANCH WATER RIGHT OWNED
BY CURRENT OWNER OF RECORD.

1889 PRIORITY-NEVADA

SECTION

TOWN-SHIP

RANGE

NE

NW

SW

SE

NE

NW

SW

SE

NE

NW

SW

SE

1889 PRIORITY ACRES

33

T. 43 N., R. 36 E.

1.15

0.06

1.57

27.22

30.00

1890 PRIORITY-NEVADA

SECTION

TOWN-SHIP

RANGE

NE

NW

SW

SE

NE

NW

SW

SE

NE

NW

SW

SE

1890 PRIORITY ACRES

3

T. 42 N., R. 36 E.

23.91

3.57

27.48

4

T. 42 N., R. 36 E.

0.94

1.33

SECTION

TOWN-SHIP

RANGE

NE

NW

SW

SE

NE

NW

SW

SE

NE

NW

SW

SE

1890 PRIORITY ACRES

34

T. 43 N., R. 36 E.

21.19

50.00

1894 PRIORITY-NEVADA

SECTION

TOWN-SHIP

RANGE

NE

NW

SW

SE

NE

NW

SW

SE

NE

NW

SW

SE

1894 PRIORITY ACRES

27

T. 43 N., R. 36 E.

24.99

33

T. 43 N., R. 36 E.

3.67

6.08

34

T. 43 N., R. 36 E.

10.04

36.03

22.43

0.43

68.93

100.00

1895 PRIORITY-NEVADA

SECTION

TOWN-SHIP

RANGE

NE

NW

SW

SE

NE

NW

SW

SE

NE

NW

SW

SE

1895 PRIORITY ACRES

3

T. 42 N., R. 36 E.

98.85

4

T. 42 N., R. 36 E.

33.92

1.57

4.20

37.27

18.39

20.33

25.13

3.02

169.48

SECTION

TOWN-SHIP

RANGE

NE

NW

SW

SE

NE

NW

SW

SE

NE

NW

SW

SE

1895 PRIORITY ACRES

9

T. 42 N., R. 36 E.

2.92

3.54

17

T. 42 N., R. 36 E.

9.57

9.57

22

T. 43 N., R. 36 E.

0.01

27

T. 43 N., R. 36 E.

32.74

15.07

8.46

5.42

252.45

28

T. 43 N., R. 36 E.

3.24

33

T. 43 N., R. 36 E.

11.31

23.36

34

T. 43 N., R. 36 E.

3.72

169.14

729.54

1889 PRIORITY-NEVADA

SECTION

TOWN-SHIP

RANGE

NE

NW

SW

SE

NE

NW

SW

SE

NE

NW

SW

SE

1889 PRIORITY ACRES

17

T. 42 N., R. 36 E.

43.83

TOTAL DECREEED ACRES

953.47

[illegible]

EXHIBIT NO.	ORIGINAL CLAIMANT/ CURRENT OWNER	SOURCE	POINT(S) OF DIVERSION	PERIOD OF USE	PURPOSE & PRIORITY	FLOW CFS	DUTY	TOTAL AC. FT.
6394 (CHANGED BY PER 10343)	GIACOMETTO RANCH/ FORT M.DERMITT INDIAN RESERVATION	M.DERMITT CREEK	SENSEX SEC. 8, T. 47N., R. 37E., M.D.B. & M. OR A POINT FROM WHICH THE NE CORNER OF SEC. 9, T. 47N., R. 37E., M.D.B. & M. BEARS N54° 31'W, A DISTANCE OF 7073.70 FEET.	MAR. 1 TO OCT. 1	IRRIGATION 1874' 1887' 1901'	16.44 6.29 5.36		

6394 CONT.

PLACE OF USE
40 ACRE DESCRIPTIONSACRES
PER
SECTION

REMARKS

1874 PRIORITY-NEVADA										ACRES PER SECTION	REMARKS
SECTION	TOWN- SHIP	RANGE	NE LT02	NE LT03	SW SE	NW LT04	NW LT05	SW SE	NE LT06		
5	T. 47 N. R. 38 E.	RANGE								34.01	THE POINT OF DIVERSION AND PLACE OF USE OF THE QUINN RIVER WATER FROM THE QUINN RIVER CROSSING RANCH AND HOG JOHN RANCH WAS TRANSFERRED UPSTREAM TO THE J.D. MINOR RANCH. NOT ALL TRANSFERRED WATER CAN BE USED AT THE NEW LOCATION. QUINN RIVER CROSSING RANCH WATER * HOG JOHN RANCH WATER WATER FROM 295.66 ACRES OF THE QUINN RIVER CROSSING RANCH WITH A PRIORITY DATE OF 1987 WHEN NOT UTILIZED. NONE OF THE WATER FROM 375 ACRES OF THE HOG JOHN RANCH WITH A PRIORITY DATE OF 1901 WERE UTILIZED. * AREA NOT COVERED BY PERMIT 10943
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
6	T. 47 N. R. 38 E.	RANGE								164.78	
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
6	T. 47 N. R. 38 E.	RANGE								76.08	
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
7	T. 47 N. R. 38 E.	RANGE								425.38	
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
7	T. 47 N. R. 38 E.	RANGE								34.09	
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
7	T. 47 N. R. 38 E.	RANGE								202.47	
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
8	T. 47 S. R. 38 E.	RANGE								189.32	
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
17	T. 47 S. R. 38 E.	RANGE								43.87	
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
18	T. 47 N. R. 38 E.	RANGE								0.00	1887 PRIORITY-NEVADA
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
5	T. 47 N. R. 38 E.	RANGE								5.99	
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
8	T. 47 S. R. 38 E.	RANGE								6.34	
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
17	T. 47 S. R. 38 E.	RANGE								12.13	
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
18	T. 47 N. R. 38 E.	RANGE								119.88	
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
18	T. 47 N. R. 38 E.	RANGE								0.00	
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
18	T. 47 N. R. 38 E.	RANGE								144.34	1887 PRIORITY-NEVADA
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
5	T. 47 N. R. 38 E.	RANGE								5.99	
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
8	T. 47 S. R. 38 E.	RANGE								6.34	
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
17	T. 47 S. R. 38 E.	RANGE								12.13	
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
18	T. 47 N. R. 38 E.	RANGE								119.88	
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
18	T. 47 N. R. 38 E.	RANGE								0.00	
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	
18	T. 47 N. R. 38 E.	RANGE								144.34	
SECTION	TOWN- SHIP	RANGE	NE LT01	NE LT02	SW SE	NW LT03	NW LT04	SW LT05	NE LT06	NE LT07	

EXHIBIT NO.	ORIGINAL CLAIMANT/ CURRENT OWNER	SOURCE	POINT(S) OF DIVERSION	PERIOD OF USE	PURPOSE & PRIORITY	FLOW CFS	DUTY	TOTAL AC.-FT.
6395	McDERMITT RANCH/ LUCKY 7 RANCH	McDERMITT CREEK	MAIN McDERMITT DIVERSION SW¼NW¼SW¼SEC. 9, T.47N., R.37E., M.D. 8 & M. SULLIVAN-LUCKY 7 DIVERSION SW¼NW¼NE¼SEC. 9, T.47N., R.37E., M.D. 8 & M. HAT FIELD DIVERSION NW¼NW¼NE¼SEC. 9, T.47N., R.37E., M.D. 8 & M. BOWLING FIELD DIVERSION NW¼NW¼SE¼SEC. 3, T.47N., R.37E., M.D. 8 & M.	JAN. 1 TO DEC. 31	IRRIGATION 1872 1883 1886 1895 1895	6.23 0.71 7.07 0.71 5.55		

EXHIBIT NO.	ORIGINAL CLAIMANT/ CURRENT OWNER	SOURCE	POINT(S) OF DIVERSION	YEARLY PERIOD OF USE	PURPOSE & PRIORITY	FLOW CFS	DUTY AC.-FT./ ACRE	TOTAL AC.-FT.						
6396	W. H. MINOR RANCH/ GEORGE AND ANNETTA WILKINSON TRUST	McDERMOTT CREEK AND SLOUGHS	DIVERSION 1 NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SEC. 05, T. 47N., R. 38E., M.D.B. 8AM. DIVERSION 2 SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SEC. 05, T. 47N., R. 38E., M.D.B. 8AM. DIVERSION 3 NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SEC. 05, T. 47N., R. 38E., M.D.B. 8AM. DIVERSION 4 SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SEC. 05, T. 47N., R. 38E., M.D.B. 8AM. DIVERSION 5 SE $\frac{1}{4}$ LOT 1 SEC. 06, T. 47N., R. 38E., M.D.B. 8AM. DIVERSION 6 NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SEC. 05, T. 47N., R. 38E., M.D.B. 8AM. DIVERSION 7 NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SEC. 08, T. 47N., R. 38E., M.D.B. 8AM.	JAN 1 TO DEC 31	IRRIGATION 7892	5.14								
PLACE OF USE 40 ACRE DESCRIPTIONS 1892 PRIORITY IN NEVADA SECTION ACRES PER SECTION REMARKS														
SECTION	TOWN- SHIP	RANGE	NE NW SW SE NE NW SW SE NE NW SW SE NE NW SW SE	SE NE NW SW SE NE NW SW SE NE NW SW SE NE NW SW SE	SE NE NW SW SE NE NW SW SE NE NW SW SE NE NW SW SE	SE NE NW SW SE NE NW SW SE NE NW SW SE NE NW SW SE	SE NE NW SW SE NE NW SW SE NE NW SW SE NE NW SW SE							
5	T. 47 N.	R. 38 E.		26.00	29.94	37.67	37.54	14.63	32.74	27.42	35.96	1.55	11.59	161.43
8	T. 47 N.	R. 39 E.					36.72	23.10			12.02	22.86	9.16	198.57
1892 PRIORITY ACRES									360.00					

EXHIBIT NO.	ORIGINAL CLAIMANT/ CURRENT OWNER	SOURCE	POINT(S) OF DIVERSION	PERIOD OF USE	PURPOSE & PRIORITY	FLOW CFS	DUTY	TOTAL AC-FT.
6307	SULLIVAN RANCH/ FRED WILKINSON	M.D.R.M.I. CREFFK	MAIN M.D.R.M.I. DIVERSION SW 1/4 NW 1/4 SEC. 9, T. 47N., R. 37E., M.D.B. & M.	JAN 1 TO DEC. 31	IRRIGATION 1874 1887	8.57 5.00		
PLACE OF USE 40 ACRE DESCRIPTIONS								
1874 PRIORITY-OREGON								
SECTION	TOWN- SHIP	RANGE	NE NW SW SE	NE NW SW SE	NE NW SW SE	ACRES PER SECTION	POINTS OF DIVERSION FOR THE SULLIVAN RANCH IN N.F. VADA.	
9	T. 41 S.	R. 42 E.				5.62 28.47	34.09	
10	T. 41 S.	R. 42 E.				6.17 0.42 39.33 41.05	13.92 18.98 41.15 31.29	193.01
SECTION	TOWN- SHIP	RANGE	NE NW SW SE	NE NW SW SE	NE NW SW SE	ACRES PER SECTION	THE PLACE OF USE FOR THE SULLIVAN RANCH IS IN THE STATE OF OREGON	
14	T. 41 S.	R. 42 E.				0.06 0.08		0.14
SECTION	TOWN- SHIP	RANGE	NE NW SW SE	NE NW SW SE	NE NW SW SE	ACRES PER SECTION	POINTS OF DIVERSION FOR THE SULLIVAN RANCH IN N.F. VADA.	
14	T. 41 S.	R. 42 E.				0.01		
SECTION	TOWN- SHIP	RANGE	NE NW SW SE	NE NW SW SE	NE NW SW SE	ACRES PER SECTION	POINTS OF DIVERSION FOR THE SULLIVAN RANCH IN N.F. VADA.	
15	T. 41 S.	R. 42 E.				41.34 41.25 0.98 0.53		125.35
SECTION	TOWN- SHIP	RANGE	NE NW SW SE	NE NW SW SE	NE NW SW SE	ACRES PER SECTION	POINTS OF DIVERSION FOR THE SULLIVAN RANCH IN N.F. VADA.	
15	T. 41 S.	R. 42 E.				0.82 0.00		
SECTION	TOWN- SHIP	RANGE	NE NW SW SE	NE NW SW SE	NE NW SW SE	ACRES PER SECTION	POINTS OF DIVERSION FOR THE SULLIVAN RANCH IN N.F. VADA.	
15	T. 41 S.	R. 42 E.				40.51		
SECTION	TOWN- SHIP	RANGE	NE NW SW SE	NE NW SW SE	NE NW SW SE	ACRES PER SECTION	POINTS OF DIVERSION FOR THE SULLIVAN RANCH IN N.F. VADA.	
16	T. 41 S.	R. 39 E.				7.33		206.89
SECTION	TOWN- SHIP	RANGE	NE NW SW SE	NE NW SW SE	NE NW SW SE	ACRES PER SECTION	POINTS OF DIVERSION FOR THE SULLIVAN RANCH IN N.F. VADA.	
16	T. 41 S.	R. 39 E.				0.22		
SECTION	TOWN- SHIP	RANGE	NE NW SW SE	NE NW SW SE	NE NW SW SE	ACRES PER SECTION	POINTS OF DIVERSION FOR THE SULLIVAN RANCH IN N.F. VADA.	
16	T. 41 S.	R. 39 E.				0.57		
1874 PRIORITY-ACRES 600.00								
1887 PRIORITY-OREGON								
SECTION	TOWN- SHIP	RANGE	NE NW SW SE	NE NW SW SE	NE NW SW SE	ACRES PER SECTION	POINTS OF DIVERSION FOR THE SULLIVAN RANCH IN N.F. VADA.	
9	T. 41 S.	R. 42 E.				31.80 0.64 2.18 22.35	18.72	89.85
10	T. 41 S.	R. 42 E.				0.53 19.76 41.05 32.89	10.76 21.96	219.80
11	T. 41 S.	R. 42 E.				34.94 40.59 1.63	7.03	39.76
SECTION	TOWN- SHIP	RANGE	NE NW SW SE	NE NW SW SE	NE NW SW SE	ACRES PER SECTION	POINTS OF DIVERSION FOR THE SULLIVAN RANCH IN N.F. VADA.	
14	T. 41 S.	R. 42 E.				0.12 0.03		0.15
SECTION	TOWN- SHIP	RANGE	NE NW SW SE	NE NW SW SE	NE NW SW SE	ACRES PER SECTION	POINTS OF DIVERSION FOR THE SULLIVAN RANCH IN N.F. VADA.	
16	T. 41 S.	R. 39 E.				0.01		0.44
1887 PRIORITY-ACRES 360.00								
TOTAL DECREE ACRES 950.00								

[illegible]

PERMIT NO.	ORIGINAL CLAIMANT/ CURRENT OWNER	SOURCE	POINT(S) OF DIVERSION	PERIOD OF USE	PURPOSE & PRIORITY	FLOW CFS	DUTY	TOTAL AC.-FT.
12802 (CERT. 4884)	LEO AND DONNA HARRER	QUINN RIVER	SW 1/4 SEC. 21, T. 41N., R. 35E., M.D.B. & M., OR AT A POINT FROM WHICH THE NW CORNER OF SAID SECTION 21 BEARS N. 49° 20' W., A DISTANCE OF 3.705 FEET. SOD HOUSE 3 NW 1/4 SEC. 08, T. 41N., R. 35E., M.D.B. & M. SOD HOUSE 4 SW 1/4 SEC. 05, T. 41N., R. 35E., M.D.B. & M. SOD HOUSE 5 SW 1/4 SEC. 06, T. 41N., R. 35E., M.D.B. & M. SOD HOUSE 6 LOT 3 SEC. 06, T. 41N., R. 35E., M.D.B. & M.	FEB. 1 TO SEPT. 30 1949	IRRIGATION 1949	13.00	3.00	1785.00
SECTION	TOWN- SHIP	RANGE	NE NW SW SE NE NW SW SE NE NW SW SE NE NW SW SE	ACRES PER SECTION	REMARKS			
5	T. 41 N.	R. 35 E.		67.00	THIS PERMIT IS FOR THE FLOOD AND SURPLUS WATERS OF THE QUINN RIVER WHICH REACH THE SOD HOUSE RANCH. A PORTION OF THE LAND UNDER THIS CERTIFICATE ALSO IS COVERED BY PERMIT 1696, CERTIFICATE 238, WHICH CHANGED THE POINT OF DIVERSION, PLACE AND MANNER OF USE OF A PORTION OF DECREASED WATER UNDER THE QUINN RIVER DECREE.			
6	T. 41 N.	R. 35 E.	15.00	108.00				
8	T. 41 N.	R. 35 E.	36.00	92.00				
17	T. 41 N.	R. 35 E.	34.00	173.00				
20	T. 41 N.	R. 35 E.	23.00	14.00				
21	T. 41 N.	R. 35 E.	12.00	141.00				
			23.00	555.00				

PERMIT NO.	ORIGINAL CLAIMANT/ CURRENT OWNER	SOURCE	POINT(S) OF DIVERSION	PERIOD OF USE	PURPOSE & PRIORITY	FLOW CFS	DUTY	TOTAL AC.-FT.
77490	HAPPY CREEK, INC.	HAPPY CREEK	SW 1/4 SW 1/4 SEC. 22, T. 41N., R. 32E., M.D.B.M., OR A POINT FROM WHICH THE SW CORNER OF SECTION 33, T. 41N., R. 32E., M.D.B.M., BEARS 52° 27' 30" W. A DISTANCE OF 12736.04 FEET	JAN. 1 TO DEC. 31	IRRIGATION 1991	77.50		
<div style="display: flex; justify-content: space-between;"> <div> <p>PLACE OF USE</p> <p>40 ACRE DESCRIPTIONS</p> <p>1991 PRIORITY NEVADA</p> </div> <div> <p>ACRES PER SECTION</p> </div> <div> <p>REMARKS</p> </div> </div>								
SECTION	TOWN- SHIP	RANGE	<div style="display: flex; justify-content: space-between;"> <div> <p>NE</p> <p>LT 1 LT 2 SW SE</p> </div> <div> <p>NW</p> <p>LT 3 LT 4 SW SE</p> </div> <div> <p>SE</p> <p>NE NW SW SE</p> </div> </div>					
1	T. 41 N.	R. 32 E.	<div style="display: flex; justify-content: space-between;"> <div> <p>X</p> </div> <div> <p>X</p> </div> <div> <p>X</p> </div> </div>			0.00		
2	T. 41 N.	R. 32 E.	<div style="display: flex; justify-content: space-between;"> <div> <p>X</p> </div> <div> <p>X</p> </div> <div> <p>X</p> </div> </div>			0.00		
SECTION	TOWN- SHIP	RANGE	<div style="display: flex; justify-content: space-between;"> <div> <p>NE</p> <p>NW SW SE</p> </div> <div> <p>NW</p> <p>NE NW SW SE</p> </div> <div> <p>SE</p> <p>NE NW SW SE</p> </div> </div>					
25	T. 42 N.	R. 32 E.	<div style="display: flex; justify-content: space-between;"> <div> <p>X</p> </div> <div> <p>X</p> </div> <div> <p>X</p> </div> </div>			0.00		
35	T. 42 N.	R. 32 E.	<div style="display: flex; justify-content: space-between;"> <div> <p>X</p> </div> <div> <p>X</p> </div> <div> <p>X</p> </div> </div>			0.00		
36	T. 42 N.	R. 32 E.	<div style="display: flex; justify-content: space-between;"> <div> <p>X</p> </div> <div> <p>X</p> </div> <div> <p>X</p> </div> </div>			0.00		
			1991 PRIORITY ACRES			962.85		
<p>PERMIT 77490 IS A PERMIT TO APPROPRIATE THE REMAINDER OF WATERS FROM HAPPY CREEK. PERMIT 77490 CHANGES THE POINT OF DIVERSION OF APPLICATION 56008 AND CORRECTS A TYPOGRAPHICAL ERROR OF THE DIVERSION RATE ACTUAL ACREAGE NOT DEFINED BY 40 ACRE SUBDIVISION. ONLY TOTAL ACREAGE TO BE PUT TO BENEFICIAL USE STATED.</p>								



STATE OF NEVADA

OFFICE OF THE ATTORNEY GENERAL

100 North Carson Street
Carson City, Nevada 89701-4717

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General
GREGORY M. SMITH
Chief of Staff

April 11, 2012

Sixth Judicial District Court
Humboldt County
Tami Rae Spero, County Clerk
50 W. 5th Street, #207
Winnemucca, Nevada 89446

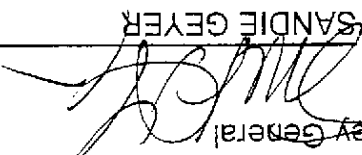
Re: Quinn River, Nevada State Engineer v. Youngberg Trust, et al.
Case No. : CV 16,637

Dear Ms. Spero:

Enclosed for filing with the Court please find an original and one copy of the following document, Abstract of Claims. If you would please just return the conformed copy once the Judge has signed it, that would be great. I have enclosed a self-stamped addressed envelope for your convenience.

Thank you for your assistance with this matter.

Sincere regards,

CATHERINE CORTEZ MASTO
Attorney General
By: 
SANDIE GEYER
Legal Secretary, II
Government & Natural Resources
(775) 684-1238

Handwritten:
4-17-12
J

/sg
Enclosures: as stated

Exhibit 9

Exhibit 9



James F. Sloan, Esq. • Attorney at Law
James F. Sloan, Ltd. • A Professional Corporation
977 West Williams Avenue, Fallon, Nevada 89406
(775) 423-3006 • Facsimile (775) 423-1066

1 CASE NO. CV 21 509
2 DEPT. NO. II
3
4
5

FILED
2020 JUN 10 PM 3:43

TAMARA SPRO
DIST. COURT CLERK
[Signature]

6 IN THE SIXTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7
8 IN AND FOR THE COUNTY OF HUMBOLDT
9

10
11 KIMBLE WILKINSON,
12 Plaintiff,

13 vs

14 TY ALBISU, JOHN ALBISU,
15 ROSIE ALBISU, and ANCHOR
S-RANCH AND RENTALS, LLC,

16 Defendants.
17

AMENDED ANSWER AND COUNTERCLAIM
OF DEFENDANTS, TY ALBISU, JOHN ALBISU
(Deceased), ROSIE ALBISU, AND ANCHOR S-
RANCH AND RENTALS, LLC

18 Defendants, TY ALBISU, ROSIE ALBISU, individually and as Executor or personal
19 representative of the Estate of JOHN ALBISU, and ANCHOR S-RANCH AND
20 RENTALS, LLC., by and through their Attorney, JAMES F. SLOAN, ESQ., hereby Answers
21 and Counterclaims to Plaintiff's Amended Complaint as follows:

22 ANSWER TO COMPLAINT

23 1. Defendants admit Plaintiff, KIMBLE WILKINSON, has filed a civil action for
24 relief as stated in Plaintiff's Complaint, except Defendants deny Plaintiff, KIMBLE
25 WILKINSON, has standing to seek civil relief for the reason he may not be title owner of a
26 portion of the property which is subject matter of this action.

2. Defendants admit the allegations set forth in paragraphs 2, 3, 4, and 5 of Plaintiff's Complaint, except Defendants allege JOHN ALBISU is deceased and Defendant, ROSIE ALBISU, is the Executor or personal representative of the Estate of JOHN ALBISU, and the Estate has not been properly joined as a Defendant.

3. Defendants deny the allegations set forth in paragraphs 6, 7, 8, and 9 of Plaintiff's Complaint upon the grounds they do not have sufficient information or knowledge to form a belief as to the truth of said allegations.

4. Defendants admit the allegations set forth in paragraph 10 of Plaintiff's Complaint, except Defendants deny the land is vacant and Defendants deny they are collectively joint owners.

5. Defendants deny the allegations set forth in paragraphs 11 and 12 of Plaintiff's Complaint.

6. Defendants deny the allegations set forth in paragraphs 15, 16, 17, 18, and 19 of Plaintiff's Complaint upon the grounds Defendants do not presently have sufficient information and knowledge to make an accurate denial or admission to said allegations.

7. Defendants admit the allegations set forth in paragraph 20 of Plaintiff's Complaint.

8. Defendants admit the allegations set forth in paragraph 21, of Plaintiff's Complaint, except Defendants deny JOHN ALBISU and ROSIE ALBISU eventually quit complaining about the cattle crossing the land.

9. Defendants deny the allegations set forth in paragraph 22 of Plaintiff's Complaint upon the grounds the allegation does not make sense and Defendants do not have sufficient information and knowledge to form a belief as to the purpose of such allegation as to relevance.

10. Defendants admit the allegations set forth in paragraph 23 of Plaintiff's Complaint.

///

1 11. Defendants deny the allegations set forth in paragraph 24 of Plaintiff's Complaint
2 upon the grounds the word "agent" may or may not give Defendant, TY ALBISU, authority to
3 act in a special or general manner for parties mentioned.

4 12. Defendants admit the Quitclaim Deed referred to in paragraph 25 of Plaintiff's
5 Complaint may contain general terms except Defendants deny the term "easement" presumes,
6 grants or gives any prescriptive use to Plaintiff.

7 13. Defendants deny the Humboldt County Assessor's Office has any authority to
8 recognize or determine validity of any easement shown on a overlay map as alleged in paragraph
9 26 of Plaintiff's Complaint.

10 14. Defendants admit the allegations set forth in paragraph 27 of Plaintiff's
11 Complaint.

12 15. Defendants deny the allegations set forth in paragraphs 28 and 29 of Plaintiff's
13 Complaint for the reason offers of compromise and settlement are not relevant or admissible for
14 evidentiary purposes.

15 16. Defendants deny the allegations set forth in paragraphs 30, 31, and 32 of
16 Plaintiff's Complaint for the reason said allegations may not accurately state the application or
17 the purpose of N.R.S. 568.355 and upon the grounds Defendants do not have sufficient
18 information and knowledge to form a belief as to the truth of said allegations.

19 17. Defendants deny the allegations set forth in paragraphs 33, 34, and 35 of
20 Plaintiff's Complaint upon the grounds Plaintiff has not established an easement for Plaintiff's
21 use across Defendants' land and Defendants are protecting their rights in prohibiting use of any
22 alleged easements.

23 18. Defendants deny the allegations set forth in paragraphs 36, 37, and 38 of
24 Plaintiff's Complaint upon the grounds the cattle guard was wrongfully mis-appropriated by
25 Plaintiff and installed recently at the location where it was removed. Defendants deny that
26 where the cattle guard was placed was Plaintiff's only access to Defendants' land.

19. Defendants deny the allegations set forth in paragraph 39 of Plaintiff's Complaint.

ANSWER TO FIRST CAUSE OF ACTION:

PRELIMINARY INJUNCTIVE RELIEF

20. Defendants, in response to paragraph 40, make the same admissions and denials to paragraphs 1 through 39 of Plaintiff's Complaint as previously made herein.

21. Defendants deny the allegations set forth in paragraphs 41 and 42 of Plaintiff's Complaint.

22. Defendants deny the allegations set forth in paragraph 43 of Plaintiff's Complaint upon the grounds Defendants do not have sufficient information and knowledge to form a belief as to the truth of said allegations.

23. Defendants deny the allegations set forth in paragraphs 44, 45, and 46 of Plaintiff's Complaint.

ANSWER TO SECOND CAUSE OF ACTION:

PERMANENT INJUNCTIVE RELIEF

24. Defendants, in response to paragraph 47, make the same admissions and denials to paragraphs 1 through 46 of Plaintiff's Complaint as previously made herein.

25. Defendants deny the allegations set forth in paragraph 48 of Plaintiff's Complaint upon the grounds Defendants do not have sufficient information and knowledge to form a belief as to the truth of said allegations.

26. Defendants deny the allegations set forth in paragraphs 49 and 50 of Plaintiff's Complaint.

ANSWER TO THIRD CAUSE OF ACTION:

DECLARATORY RELIEF

27. Defendants, in response to paragraph 51, make the same admissions and denials to paragraphs 1 through 50 of Plaintiff's Complaint as previously made herein.

///

28. Defendants deny the allegations set forth in paragraphs 52, 53, 54, 55, and 56 of Plaintiff's Complaint upon the grounds Defendants do not have sufficient information and knowledge to form a belief as to the truth of said allegations.

29. Defendants deny the allegations set forth in paragraphs 56 and 57 of Plaintiff's Complaint.

ANSWER TO FOURTH CAUSE OF ACTION:

TRESPASS TO LAND

30. Defendants, in response to paragraph 58, make the same admissions and denials to paragraphs 1 through 57 of Plaintiff's Complaint as previously made herein.

31. Defendants deny the allegations set forth in paragraphs 59, 60, 61, 62 and 63 of Plaintiff's Complaint.

ANSWER TO FIFTH CAUSE OF ACTION:

PRESCRIPTIVE EASEMENT

32. Defendants, in response to paragraph 64, make the same admissions and denials to paragraphs 1 through 63 of Plaintiff's Complaint as previously made herein.

33. Defendants deny the allegations set forth in paragraphs 65, 66, 67, 68, 69 and 70 of Plaintiff's Complaint.

ANSWER TO SIXTH CAUSE OF ACTION:

EASEMENT OF NECESSITY

34. Defendants, in response to paragraph 71, make the same admissions and denials to paragraphs 1 through 70 of Plaintiff's Complaint as previously made herein.

35. Defendants deny the allegations set forth in paragraphs 72, 73, 74, 75, 76, 77, 78, 79, and 80 of Plaintiff's Complaint.

ANSWER TO SEVENTH CAUSE OF ACTION:

PRELIMINARY INJUNCTIVE RELIEF

36. Defendants, in response to paragraph 81, make the same admissions and denials

1 to paragraphs 1 through 80 of Plaintiff's Complaint as previously made herein.

2 37. Defendants deny the allegations set forth in paragraphs 82, 83, 84, 85, 86, 87, 88,
3 and 89 of Plaintiff's Complaint based upon the grounds Defendants do not have sufficient
4 information and knowledge to form a belief as to the truth of said allegations.

5 **ANSWER TO EIGHTH CAUSE OF ACTION:**

6 **PERMANENT INJUNCTIVE RELIEF**

7 38. Defendants, in response to paragraph 90, make the same admissions and denials
8 to paragraphs 1 through 89 of Plaintiff's Complaint as previously made herein.

9 39. Defendants deny the allegations set forth in paragraphs 91, 92, 93, 94, 95, 96, 97,
10 and 98 of Plaintiff's Complaint upon the grounds Defendants do not have sufficient information
11 and knowledge to form a belief as to the truth of said allegations.

12 **ANSWER TO NINTH CAUSE OF ACTION:**

13 **PERMANENT INJUNCTIVE RELIEF**

14 40. Defendants, in response to paragraph 99, make the same admissions and denials
15 to paragraphs 1 through 98 of Plaintiff's Complaint as previously made herein.

16 41. Defendants deny the allegations set forth in paragraphs 100, 101, 102, 103, 104,
17 105, 106, and 107 of Plaintiff's Complaint upon the grounds Defendants do not have sufficient
18 information and knowledge to form a belief as to the truth of said allegations.

19 **ANSWER TO TENTH CAUSE OF ACTION:**

20 **PRESCRIPTIVE EASEMENT**

21 42. Defendants, in response to paragraph 108, make the same admissions and denials
22 to paragraphs 1 through 107 of Plaintiff's Complaint as previously made herein.

23 43. Defendants deny the allegations set forth in paragraphs 109, 110, 111, 112, 113,
24 and 114 of Plaintiff's Complaint upon the grounds Defendants do not have sufficient
25 information and knowledge to form a belief as to the truth of said allegations.

26 ///

ANSWER TO ELEVENTH CAUSE OF ACTION:

EASEMENT OF NECESSITY

44. Defendants, in response to paragraph 115, make the same admissions and denials to paragraphs 1 through 114 of Plaintiff's Complaint as previously made herein.

45. Defendants deny the allegations set forth in paragraphs 116, 117, 118, 119, 120, 121, 122, 123, and 124 of Plaintiff's Complaint.

ANSWER TO TWELFTH CAUSE OF ACTION:

AUTHORIZED USE OF WATER

46. Defendants, in response to paragraph 125, make the same admissions and denials to paragraphs 1 through 124 of Plaintiff's Complaint as previously made herein.

47. Defendants deny the allegations set forth in paragraphs 126, 127, 128, 129, 130, 131, and 132 of Plaintiff's Complaint upon the grounds Defendants do not have sufficient information and knowledge to form a belief as to the truth of said allegations.

FIRST AFFIRMATIVE DEFENSE

Plaintiff, KIMBLE WILKINSON, may not have standing to bring causes of action FIRST through TWELFTH for the reason he may lack proper ownership or interest in property identified only by parcel number.

SECOND AFFIRMATIVE DEFENSE

Plaintiff, KIMBLE WILKINSON, has not adequately identified by legal description the real properties in the causes of action FIRST through TWELFTH to adequately identify any water rights, trespass or easements.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's causes of action FIRST through TWELFTH may be subject to statute of limitations.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff utilized illegal acts of duress, threats and harassment in attempts to acquire a

1 claim of prescriptive easement on Defendants' properties. Plaintiff is not entitled to equitable
2 or legal relief as the result of his unlawful acts.

3 **FIFTH AFFIRMATIVE DEFENSE**

4 Plaintiff has acted in a physically threatening manner toward Defendants, TY ALBISU,
5 ROSIE ALBISU, and JOHN ALBISU, deceased, creating a fear and reasonable apprehension
6 of serious physical harm. Plaintiff by his conduct should not be entitled to any relief of an
7 equitable or legal nature.

8 **SIXTH AFFIRMATIVE DEFENSE**

9 Defendants claim the FIRST through TWELFTH causes of action of Plaintiff may be
10 frivolous.

11 **SEVENTH AFFIRMATIVE DEFENSE**

12 Plaintiff is not entitled to injunctive relief where he has utilized threats of force, coercion,
13 and harassment in an attempt to acquire civil relief.

14 **EIGHTH AFFIRMATIVE DEFENSE**

15 Plaintiff has not joined necessary parties, pursuant to NRCP Rule 19, to litigate this
16 matter.

17 **NINTH AFFIRMATIVE DEFENSE**

18 Defendants allege and reserve all other available affirmative defenses including, but not
19 limited to, duress, estoppel, fraud, illegality, laches, res judicata, statute of frauds, statute of
20 limitations and any other matter constituting an avoidance or affirmative defense which may
21 become apparent through discovery.

22 **TENTH AFFIRMATIVE DEFENSE**

23 The use of a neighbor for a long period of time does not create a presumption of adverse
24 use.

25 **ELEVENTH AFFIRMATIVE DEFENSE**

26 Any use of a way across the Defendants' property may have been by implied permission

of Defendants revocable at any time.

TWELFTH AFFIRMATIVE DEFENSE

Any reservation of easement created by a subdivision map of Defendants was for the benefit of utilities and subdivision owners, only, and not for use by Plaintiff.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff has alterative ways to move livestock and equipment without overburdening Defendants' property.

COUNTERCLAIM

Defendants allege the following Counterclaims against Plaintiff, KIMBLE WILKINSON.

FIRST COUNTERCLAIM OF DEFENDANTS TY ALBISU, ROSIE ALBISU AND

ANCHOR S-RANCH AND RENTALS, LLC

Plaintiffs/Counterclaimants, TY ALBISU, and ROSIE ALBISU, individually and as Executor of the Estate of JOHN ALBISU, and ANCHOR S-RANCH AND RENTALS, LLC., allege as follows:

1. Said Defendants/Counterclaimants are residents of the County of Humboldt, State of Nevada, or an LLC registered in the State of Nevada.
2. Said Defendants/Counterclaimants collectively or individually are fee title owners of real property situated in Humboldt County, either adjoining or near property used, leased, occupied or owned by Plaintiff.
3. Plaintiff has trespassed upon Defendants' real property by movement of livestock and equipment, without permission or license or grant.
4. Plaintiff has cut fences and gates on Defendants' property resulting in damages for repairs, and loss of livestock.
5. Plaintiff has moved large numbers of livestock across Defendants' real property causing a loss of native grass and forage and interfering with Defendants' livestock.
6. Plaintiff has maliciously caused injury to Defendants' real property.

7. Defendants have suffered general damages in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00) for damage to real property, forage and fences, and loss of livestock.

8. Defendants are entitled to punitive damages in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a result of Plaintiff's malicious acts.

9. Defendants are entitled to a reasonable attorney's fee and costs pursuant to Chapter 18 of NRS.

WHEREFORE, Defendants/Counterclaimants pray for relief hereinafter set forth.

**SECOND COUNTERCLAIM OF DEFENDANTS TY ALBISU, ROSIE ALBISU AND
ANCHOR S-RANCH AND RENTALS, LLC**

Defendants/Counterclaimants allege as follows:

10. Defendants/Counterclaimants re-allege paragraphs 1 through 9 of First Counterclaim as if set forth herein in verbatim.

11. Plaintiff has for a period of time of at least three (3) years or more prior to filing this counterclaim, continually harassed and threatened Defendants/Counterclaimants, TY ALBISU, JOHN ALBISU (Deceased) and/or ROSIE ALBISU through written, verbal and/or in person means and methods.

12. Defendants/Counterclaimants have suffered mental and emotional distress to such a degree that it had an adverse effect upon their health.

13. Defendant, JOHN ALBISU, suffered such mental and emotional distress from Plaintiff's conduct that it contributed to his suicide on August 27, 2018.

14. Defendants/Counterclaimants have suffered general damages in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00) for pain and suffering and emotional and mental distress for loss of a husband and/or father.

15. Plaintiff's conduct and acts have been malicious. Defendants/Counterclaimants are entitled to punitive damages in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00).

///

**THIRD COUNTERCLAIM OF DEFENDANTS TY ALBISU, ROSIE ALBISU AND
ANCHOR S-RANCH AND RENTALS, LLC**

Defendants/Counterclaimants allege as follows:

16. Defendants/Counterclaimants re-allege paragraphs 1 through 9 of First Counterclaim as if set forth herein in verbatim.

17. Defendant, TY ALBISU, is now the fee title owner of parcels of real property adjoining the Minor Ranch on the North, East and South boundaries in Humboldt County, Nevada. Plaintiff, KIMBLE WILKINSON, claims an interest in the Minor Ranch as either a beneficiary, trustee or lessee.

18. There is a controversy as to the location of the fence on the east boundary between the Minor Ranch and Defendant's, TY ALBISU, real property identified as Assessor's Parcel No. 03015113 situated in Humboldt County, Nevada.

19. Said Defendant, TY ALBISU, had said Parcel No. 03015113 surveyed by a licensed surveyor on or about November 12, 2019, who determined the fence line on the east side was off ten (10) to twenty (20) feet. Survey stakes were planted by the surveyor. Said Defendant believes said survey was recorded or should have been recorded in Humboldt County.

20. Defendant, TY ALBISU, commenced the removal of an old fence on or about November 18, 2019. Said Defendant discovered at that time the survey stakes had been removed.

21. Defendant, TY ALBISU, purchased or utilized the following items to construct the East boundary fence, to-wit:

<u>DESCRIPTION</u>	<u>VALUE</u>
650 Metal T Posts @\$4.79 each	\$3,113.50
10 rolls of 12.5 gauge barbwire @\$70.00 each	\$700.00
4 boxes of ties @\$24.00 each	\$96.00
12 railroad ties @\$20.00 each	\$240.00

3 pipes 30' @\$150.00 each	\$450.00
Staples 50lbs Bucket	<u>\$110.00</u>
Total:	<u>\$4,709.00</u>

22. Defendant, TY ALBISU, on February 18, 2020, discovered the partial fence installed and all fencing materials set forth in paragraph 21, above, had been removed, with the exception of two (2) T posts and scrap left behind. Said Defendant was provided with knowledge from a Humboldt County Deputy Sheriff and based upon said Defendant's knowledge and observations, that Plaintiff, KIMBLE WILKINSON, was the person responsible for and who directed the removal of and conversion of fencing installed and fencing materials.

23. Defendant, as a direct result of Plaintiff's malicious, wilful, wanton and criminal acts has sustained the following damages, to-wit:

<u>DESCRIPTION</u>	<u>DAMAGES</u>
Loss of Materials (as detailed in paragraph 21)	\$4,709.00
Labor to install fence, 160 hrs, 4 men, 7 days	\$3,200.00
Equipment Rental, 160 hrs @\$50.00 per hour	\$8,000.00
Stretched wire - 8 rolls	\$560.00
440 T Posts already pounded in ground torn out	<u>\$2,095.00</u>
Total:	<u>\$18,564.00</u>

The total loss for material, lost labor, rental value of equipment and consequential damages is EIGHTEEN THOUSAND EIGHT HUNDRED SIXTY-FOUR DOLLARS (\$18,564.00).

24. In the event Defendant, TY ALBISU, sought an outside party, to install the fence torn down, he received a bid from QUENTON BOYLES of Yerington, Nevada, to replace the torn out fencing, of EIGHTEEN THOUSAND NINE HUNDRED DOLLARS (\$18,900.00), which is alternative damages.

25. Defendant, TY ALBISU, may be required to re-survey said boundary line and

1 incur additional costs which would be special damages, the exact amount of which is unknown
2 at this time. Defendant will move to amend this Counterclaim or present evidence of additional
3 damages through discovery and at time of trial.

4 26. Defendant, TY ALBISU, is entitled to punitive damages against Plaintiff,
5 KIMBLE WILKINSON, in a sum in excess of FIFTEEN THOUSAND DOLLARS
6 (\$15,000.00) as a result of Plaintiff's malicious, wilful, and criminal acts.

7 27. Defendant, TY ALBISU, is entitled to a reasonable attorney's fee and costs.

8 WHEREFORE, Defendants/Counterclaimants pray for relief as hereinafter set forth.

9 **FOURTH COUNTERCLAIM OF DEFENDANTS TY ALBISU, ROSIE ALBISU AND**

10 **ANCHOR S-RANCH AND RENTALS, LLC**

11 Defendants/Counterclaimants allege as follows:

12 28. Defendants/Counterclaimants re-allege paragraphs 1 through 9 of First
13 Counterclaim as if set forth herein in verbatim.

14 29. Defendants are either jointly or severally fee owners of real property in Humboldt
15 County, Nevada, adjoining or near real properties utilized by Plaintiff, KIMBLE WILKINSON,
16 as a beneficiary, lessee, trustee or other capacity. Said Plaintiff, KIMBLE WILKINSON, is the
17 legal or equitable owner of beef livestock which may utilize adjoining properties to Defendants'
18 property.

19 30. Plaintiff, during a period of approximately thirty (30) days in January and
20 February, 2019, purposely and intentionally grazed approximately thirty (30) head of mature
21 beef cattle on Defendants' property without consent, license, lease or permit of Defendants. The
22 reasonable value of an AUM (animal unit month) is TWENTY DOLLARS (\$20.00) per head.
23 Defendants are entitled to SIX HUNDRED DOLLARS (\$600.00) in damages.

24 31. Plaintiff, during seven (7) days in November and December, 2019, purposely and
25 intentionally grazed approximately sixty (60) head of mature beef cattle on Defendants' property
26 without consent, license, lease or permit. The reasonable value of grazing, based upon

TWENTY DOLLARS (\$20.00) an AUM, is a daily rate of \$0.665 per day. Sixty (60) head at \$0.665 per head for seven (7) days is TWO HUNDRED SEVENTY-NINE DOLLARS AND 30/100 (\$279.30). Defendants are entitled to damages of TWO HUNDRED SEVENTY-NINE DOLLARS AND 30/100 (\$279.30).

WHEREFORE, Defendants/Counterclaimants pray for relief as hereinafter set forth.

FIFTH COUNTERCLAIM OF DEFENDANTS TY ALBISU, ROSIE ALBISU AND
ANCHOR S-RANCH AND RENTALS, LLC

Defendants/Counterclaimants allege as follows:

32. Defendants/Counterclaimants re-allege paragraphs 1 through 9 of First Counterclaim as if set forth herein in verbatim.

33. Defendants are the legal or joint owner of beef livestock grazed on real property owned by Defendants in Humboldt County, Nevada.

34. Plaintiff, KIMBLE WILKINSON, has during 2019 and 2020, intentionally and wilfully, with malice, interfered with and harassed Defendants' beef livestock while trespassing upon Defendants' property or while attempting to establish an easement use. Such interference and harassment has consisted of driving or moving Defendants' livestock to another location off Defendants' property or corralling Defendants' livestock without consent of Defendants.

35. The acts and conduct of Plaintiff, KIMBLE WILKINSON, are malicious and intended to cause loss to Defendant, TY ALBISU.

36. Defendant, TY ALBISU, seeks a temporary injunction and permanent injunction against Plaintiff, KIMBLE WILKINSON, or his agents, employees and family, from interfering with Defendants' livestock.

WHEREFORE, Defendants/Counterclaimants pray for relief as hereinafter set forth.

1. Plaintiff take nothing for his causes of action FIRST through TWELFTH as alleged in the Amended Complaint.

2. Defendants/Counterclaimants be awarded general damages in excess of FIFTEEN

1 THOUSAND DOLLARS (\$15,000.00) for trespass and punitive damages in excess of FIFTEEN
2 THOUSAND DOLLARS (\$15,000.00) as alleged in the First Counterclaim.

3 3. Defendants/Counterclaimants be awarded general damages in excess of FIFTEEN
4 THOUSAND DOLLARS (\$15,000.00) for harassment and punitive damages in excess of
5 FIFTEEN THOUSAND DOLLARS (\$15,000.00) as alleged in the Second Counterclaim.

6 4. Defendants/Counterclaimants be awarded special damages for conversion and
7 theft of fencing materials and loss of labor and equipment rental value in the amount of
8 EIGHTEEN THOUSAND FIVE HUNDRED SIXTY-FOUR DOLLARS (\$18,564.00).
9 Alternatively, special damages for contracting an outside party to install a fence in the sum of
10 EIGHTEEN THOUSAND NINE HUNDRED DOLLARS (\$18,900.00).

11 Defendants/Counterclaimants be awarded special damages for any costs of a re-survey
12 of the East Boundary.

13 Defendants/Counterclaimants be awarded punitive damages against Plaintiff, KIMBLE
14 WILKINSON, in an amount in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00) for
15 the unlawful acts of removing survey markers and unlawful conversion of fencing materials.

16 5. Defendants/Counterclaimants be awarded EIGHT HUNDRED SEVENTY-NINE
17 DOLLARS AND 30/100 (\$879.30) for value of Plaintiff's trespassing livestock on Defendants'
18 property.

19 6. Defendant/Counterclaimant, TY ALBISU, be awarded a temporary and permanent
20 injunction against Plaintiff, KIMBLE WILKINSON, and his agents, employees and family, from
21 interfering with, removing or harassing Defendant's livestock.

22 7. Defendants/Counterclaimants be awarded reasonable attorney's fees and costs
23 pursuant to Chapter 18 of NRS.

24 8. And for such other and further relief as may appear proper and just.

25 Defendants/Counterclaimants are unavailable to execute a verification at this time. This
26 Counterclaim will be supported by a supplemental verification.

AFFIRMATION PURSUANT TO N.R.S. 239B.090

The undersigned does hereby affirm the preceding document does not contain the social security number of any person.

JAMES T. SLOAN, ESQ.
Nevada State Bar No. 000410
977 West Williams Avenue
Fallon, Nevada 89406
Tel. No. (775) 423-3006
jamessloan@cccomm.net

CERTIFICATE OF SERVICE

- ☒ Placing a true and correct copy thereof in a sealed envelope and depositing the same in the United States Mail at Fallon, Nevada, postage fully prepaid, following ordinary business practices.
- ☐ Certified, Return Receipt Requested.
- ☐ Personal Service.
- ☐ Facsimile (FAX).
- ☒ Electronic Mail (e-mail).
- ☐ Messenger Service.

Addressed to:

Rendal B. Miller, Esq.
Attorney at Law
115 West 5th Street, Box 7
Winnemucca, Nevada 89445
"Michelle Miller" <michellemiller@millerlawinc.us>

DATED at Fallon, Nevada, this 10th day of June, 2020.

FILED

2020 OCT 14 PM 3:59

TAMARA STERO
DIST. COURT CLERK

C. Smoe

Case No. CV 21 509

Dept. No. 2

IN THE SIXTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA,
IN AND FOR THE COUNTY OF HUMBOLDT

-oOo-

KIMBLE WILKINSON,

Plaintiff,

NOTICE OF ENTRY OF ORDER

vs.

TY ALBISU, JOHN ALBISU,
ROSIE ALBISU, and
ANCHOR S-RANCH AND RENTALS, LLC,

Defendants. /

To All Interested Parties:

Please take notice that on October 9, 2020, this Honorable Court entered an *Bench Trial Findings Of Fact And Conclusions Of Law And Judgement*. A copy is attached hereto.

DATED this 14 day of October 2020

MILLER LAW, INC.



RENDAL B. MILLER, ESQ.
Attorney for KIMBLE WILKINSON
Nevada Bar No. 12257
115 West 5th Street, Box 7
Winnemucca, Nevada 89445

CERTIFICATE OF MAILING

I, MICHELLE MILLER, hereby certify that I am a legal assistant of RENDAL B. MILLER, ESQ., and that on the 14 day of October, 2020, I placed a true and correct copy of the foregoing or attached document in the U.S. Postal Service Mailbox, prepaid, in Winnemucca, Nevada entitled *Notice of Entry of Order*, to:

James F. Sloan, Esq.
977 West Williams Avenue
Fallon, Nevada 89406

DATED this 14 day of October 2020.



MICHELLE MILLER

CASE NO. CV 0021509

DEPT. NO. II

FILED

2020 OCT -9 PM 12:28

TAMARA SPOON
DIST. COURT CLERK

**IN THE SIXTH JUDICIAL DISTRICT COURT OF THE STATE OF
NEVADA
IN AND FOR THE COUNTY HUMBOLDT
-o0o-**

KIMBLE WILKINSON,

Plaintiff,

vs

**BENCH TRIAL FINDINGS OF
FACT AND CONCLUSIONS
OF LAW AND JUDGMENT**

TY ALBISU, JOHN ALBISU,
ROSIE ALBISU, and ANCHOR
S-RANCH AND RENTALS, LLC,

Defendants.

The above-entitled case came before this Court for a bench trial beginning on September 9, 2020 and ending on September 10, 2020; the Honorable Michael R. Montero presiding. This Court, having reviewed the papers, pleadings, and briefs on file, hearing testimony of witnesses and oral and written arguments from the parties, and in reviewing the exhibits presented at trial, now makes the following Findings of Fact and Conclusions of Law and Judgment pursuant to NRCP 52(a)(1), and reaching a Decision as stated below.

1 **I. FINDINGS OF FACT**

- 2 1. Defendants, Ty Albisu and Rosie Albisu, are residents of Humboldt County,
3 Nevada.
- 4 2. Defendant John Albisu is now deceased.
- 5 3. Defendant Anchor S-Ranch and Rentals, LLC is a Nevada Limited Liability
6 Company.
- 7 4. Defendant Ty Albisu is a managing member of Anchor S-Ranch and Rentals,
8 LLC.
- 9 5. Plaintiff owns real property in Humboldt County near McDermitt where Plaintiff
10 raises cattle and conducts other ranching business.
- 11 6. Plaintiff owns 120 acres of land known as Assessor's Parcel Number 03-07441-
12 02 located on both sides of Nouque Road and east of U.S. Highway 95 in
13 McDermitt, Nevada.
- 14 7. Plaintiff owns additional land on the west side of U.S. Highway 95 in McDermitt,
15 Nevada, and resides on this property. This property is called Minor Ranch.
- 16 8. Plaintiff and his Wife own one-half (1/2) interest in Minor Ranch.
- 17 9. The Wilkinson Family Trust owns the remaining one-half (1/2) interest in Minor
18 Ranch.
- 19 10. Plaintiff and Wife lease the remaining one-half (1/2) interest in Minor Ranch from
20 the Wilkinson Family Trust.
- 21 11. Defendants own most of the real property between Plaintiff's properties.
- 22 12. Plaintiff has been driving cattle across Defendants' land since 1994.
- 23
- 24

1 13. Plaintiff's family has been driving cattle across Defendants' land for
2 approximately one hundred forty (140) years.

3 14. Frank Albisu, Defendant Ty Albisu's father, originally owned Defendants' land.

4 15. Frank Albisu was aware of Plaintiff's ancestors driving cattle across Defendants'
5 land.

6 16. On or about April 1, 1985, Frank Albisu split his land into smaller parcels and
7 signed a parcel map. On this parcel map, Frank Albisu stated that he owned the
8 parcels, and "[did] hereby grant the easements as indicated hereon."

9 17. The parcel map dedicated sixty-foot (60') easements for existing roads.

10 18. The parcel map dedicated thirty-foot (30') easements along the boundaries of each
11 parcel for roadways and utilities.

12 19. Defendants John Albisu and Rosie Albisu purchased the land between Plaintiff's
13 land with a Quit Claim Deed executed June 5, 1997.

14 20. Defendants John Albisu and Rosie Albisu never consented to Plaintiff driving
15 cattle across their land.

16 21. Defendants Ty Albisu, John Albisu, and Rosie Albisu were on notice of Plaintiff's
17 cattle driving across their land.

18 22. Defendant Ty Albisu, both verbally and in writing, continuously told Plaintiff to
19 stay off his land.

20 23. Defendants have chained and padlocked gates that Plaintiff uses to access
21 Defendants' land.

22 24. Defendants have parked vehicles and placed boulders in front of gates so that
23
24

1 Plaintiff may not access the land.

2 25. Plaintiff has cut fences and chain links, and placed his own locks on gates to
3 circumvent Defendants' security mechanisms and access the land.

4 26. A cattleguard once existed on the fence line between Plaintiff and Defendants'
5 properties; APN 03-0741-02 and APN 03-0741-07.

6 27. This cattleguard was located at Gate 1. *Court's Exhibit 1.*

7 28. The cattleguard was gifted to Plaintiff by Humboldt County.

8 29. On or about February 2018, Defendant Ty Albisu, unhappy with the installation
9 of the cattleguard, used a skid steer to forcefully remove the cattleguard from the
10 ground.

11 30. The cattleguard sustained damage, but actual causation is unknown.

12 31. It is unknown whether the cattleguard was damaged prior to the removal.

13 32. The cattleguard is old.

14 33. Plaintiff's estimation of cost to repair the cattleguard is approximately \$1,216.00.

15 34. Plaintiff's estimation of cost to replace the cattleguard is approximately \$5,746.00.

16 35. Defendant Ty Albisu set a prescribed burn that accidentally spread onto Plaintiff's
17 land.

18 36. The uncontrolled fire burned approximately fifty (50) acres of Plaintiff's native
19 grass.

20 37. The fifty (50) acres of native grass is valued at \$20.00/acre, and Plaintiff thus lost
21 \$1000.00 in grass.

22 38. The accidental burn was arguably beneficial to Plaintiff, and the native grass
23

1 eventually grew back.

2 39. The loss in value of the native grass is incalculable after a winter kill.

3 40. Plaintiff has traversed Defendants' property with hundreds of cattle (four hundred
4 (400) head in the Spring and eight hundred (800) head in the Fall) on a seasonal
5 basis since 1994.

6 41. A seasonal basis is three (3) times per year—once in the Spring, and twice in the
7 Fall.

8 42. Plaintiffs route in the Fall is as follows: Starting from Plaintiff's property APN
9 03-0741-02, Plaintiff drives cattle and farm equipment through Gate 1 and
10 continues East along the Southern boundary line of APN 03-0741-07, APN 03-
11 0741-06, and APN 03-0741-05 toward Gate 2. Plaintiff then drives South along
12 the fence line of APN 03-0741-09 and APN 03-0741-01 to Gate 3, and cuts
13 diagonally Southwest through APN 03-0741-17. Plaintiff then traverses East
14 along the Southern boundary line of APN 03-0741-16 through Gates 4 and 5, and
15 then along the Southern boundary line of APN 03-0171-03. Plaintiff finally cuts
16 diagonally Southwest across the Northern half of APN 03-0171-06, passes
17 through Gates 6 and 7, and continues across U.S. Highway 95 through Gate 8 to
18 Minor Ranch. *Court's Exhibit 1* (hereinafter "Fall Route").

19 43. Plaintiff's route in the Spring is as follows: Plaintiff starts at Minor Ranch at Gate
20 8, crosses U.S. Highway 95, through Gates 6 and 7, and diagonally Northeast
21 across the Northern half of APN 03-0171-06. Plaintiff continues East along the
22 Southern boundary of APN 03-0171-03 and turns North through Gates 4 and 5.

1 Plaintiff continues North along the Eastern boundary of APN 03-0171-03 through
2 Gate 9 and along the Western boundary of APN 03-0741-03 and across Nouque
3 Road. *Court's Exhibit 1* (hereinafter "Spring Route").

4 44. Frank Albisu was aware of Plaintiff's use of Defendants' land prior to 1997.

5 45. Defendants have been on actual notice of Plaintiff's use of Defendants' land since
6 2018.

7 46. Witnesses Barry Wilkinson, Nick Wilkinson, and Chris Bengoa have been aware
8 of Plaintiff using Defendants' land since 1994.

9 47. Plaintiff did not engage in violent behavior to assert his right to use Defendants'
10 land.

11 48. Plaintiff's use of Defendants' land has been historically peaceable.

12 49. Defendants presented no evidence that Plaintiff harassed and threatened them.

13 50. There is no corroborating evidence outside of Defendant Rosie Albisu's testimony
14 that Plaintiff got into a fistfight with John Albisu.

15 51. Plaintiff testified at trial that he has never been in a fistfight in his life.

16 52. Defendant Rosie Albisu felt threatened and bullied by Plaintiff.

17 53. Defendant Rosie Albisu did not experience severe emotional distress as a result of
18 Plaintiff's threats and/or harassment.

19 54. John Albisu died in August 2018.

20 55. There is no evidence that John Albisu died as a result of Plaintiff's actions.

21 56. Minor Ranch has an adjudicated water right from the Quinn River Point of
22 Diversion 6395-1 (hereinafter "POD 1") and the Quinn River Point of Diversion
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1 6395-5 (hereinafter "POD 5").

2 57. POD 1 is situated just inside the Southern boundary of Defendants' parcel and
3 directs water in a Southeastern direction across Plaintiff's land.

4 58. POD 5 is situated on Tribal lands to the Northwest of the Northwest corner of
5 Plaintiff's land, and flows through the Southwest corner of Defendants' land,
6 whereupon it continues into Plaintiff's land.

7 59. Plaintiff has a water right in the water flow from POD 1.

8 60. Plaintiff has a water right in the water flow from POD 5.

9 61. Plaintiff utilizes the PODs as irrigation for hay cultivation.

10 62. Defendants are diverting the POD water onto their own land.

11 63. One POD is being restricted by an undersized twelve-inch (12") culvert.

12 64. The other POD is being restricted by an artificial dirt dam, or what is otherwise
13 known as a berm.

14 65. This blockage remains unresolved.

15 66. Plaintiff has been unable to irrigate his fields properly in 2019-2020 without
16 access to the POD water.

17 67. Plaintiff's acres yield between 1.75-2 tons of hay per year, worth \$100.00/ton.

18 68. Plaintiff speculates that he has suffered a total loss of \$35,000.00-\$40,000.00 from
19 inadequate irrigation.

20 69. Defendant Ty Albisu believes that Plaintiff misappropriated t-posts, wire, and
21 other fencing materials worth \$6,000.00 total.

22 70. Defendant Ty Albisu believes that Plaintiff's cattle driving has resulted in \$879.30
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1 worth of damage to his land.

2 71. Defendant Ty Albisu believes he has lost twenty (20) head of livestock as a result
3 of Plaintiff's cattle driving across Defendants' land.

4 **II. CONCLUSIONS OF LAW**

5 **A. Trespass to Land or Chattels – Cattleguard**

6 The Supreme Court of Nevada has held that a civil trespass occurs when a
7 person substantially interferes with another person's property rights. *See Lied v.*
8 *Clark County*, 94 Nev. 275, 278-79 (1978); *see also Rivers v. Burbank*, 13 Nev. 398,
9 408 (1878). Here, Plaintiff has a valid property right in the cattleguard gifted to him
10 by Humboldt County, and Defendants clearly interfered with such a right upon
11 forcefully removing the cattleguard from the ground.

12 However, this Court is unconvinced by Plaintiff's causation argument. It is
13 unknown whether the cattleguard was damaged prior to its removal. Thus, Plaintiff
14 cannot show that Defendants' interference with the cattleguard was the cause-in-fact
15 of such damage. The cattleguard is also secondhand and old, and could have been
16 damaged in its ordinary use. Although Defendant interfered with Plaintiff's property
17 right in the cattleguard, it was not a substantial interference, and the damage was
18 minimal and actual causation unknown. Therefore, this Court finds that Defendants'
19 interference with the cattleguard does not constitute a trespass to chattels.

20 **B. Trespass to Land or Chattels – Burnt Field**

21 Here, Plaintiff has a valid property right in his field and native grass.
22 Defendant clearly interfered with such a right when Defendant Ty Albisu lost
23

1 controlled of his prescribed burn and it spread to Plaintiff's land. However, Plaintiff
2 has not suffered any real damage from the burn. The grass eventually grew back and
3 was arguably beneficial to the land itself. Although Plaintiff claims that he lost
4 \$1,000.00 in native grass, this Court finds the interference with Plaintiff's land
5 insubstantial with minimal damage. Absent any real loss, this Court finds that
6 Defendants' accidental burn does not constitute trespass to chattels.

7 **C. Prescriptive Easement – Cattle and Equipment**

8 The Supreme Court of Nevada has held that the "elements of an easement of
9 prescription are five years' adverse, continuous, open and peaceable use. The
10 standard of proof in establishing a prescriptive easement is clear and convincing
11 evidence." *Wilfon v. Cyril Hampel 1985 Trust*, 105 Nev. 608, 608 (1989).

12 i. **Adverse**—To establish one's claim to interest in another's land, the
13 claimant's use must "be hostile to the title of the owner of the servient estate."
14 *Howard v. Wright*, 38 Nev 25, 29 (1914). Basically, the claimant must assert a right
15 to the land. *Jordan v. Bailey*, 113 Nev. 1038, 1044 (1997). This means that the
16 claimant must use the land without the landowner's permission. Here, it is clear that
17 Plaintiff has crossed Defendants' land for decades without Defendants' permission.
18 Defendants have repeatedly told Plaintiff to stay off their land, have put padlocks
19 and chains on gates to prevent Plaintiff's entry, and have used their vehicles to
20 obstruct Plaintiff's access to the land. Thus, Plaintiff's use of Defendants' land is
21 adverse.

22 ii. **Continuous**—Nevada law does not provide a clear standard for continuous
23
24

1 use. However, the Third Restatement of Property: Servitudes clarifies this
2 requirement: “the adverse possessor must (mentally) remain in an adverse posture to
3 the holder of the servient estate throughout the prescriptive period, [but] does not
4 require that actual physical use be made constantly, or even frequently.”

5 Restatement (Third) of Property: Servitudes § 2.17(i) (2000). Here, Plaintiff has
6 been driving cattle across Defendants’ land for over two decades. This meets the
7 statutory requirement of five (5) years.

8 In addition,

9 If the use continues to be open or notorious ... the fact that no
10 physical use of the inchoate servitude is made for some period of
11 time does not stop the prescriptive period from running. Seasonal
uses, intermittent uses, and changing uses all may meet the
continuity requirement so long as they are open and notorious. *Id.*

12 Thus, although Plaintiff only crosses Defendants’ land seasonally—three (3) times
13 per year— this use still constitutes continuous use. Plaintiff’s mentality has also
14 remained adverse to Defendants’ interest in the land, because Plaintiff uses the land
15 as though it were his own. Therefore, Plaintiff’s use is continuous.

16 **iii. Open**—The Supreme Court of Nevada has held that a person’s use is open if
17 it is not clandestine. *Howard, supra*. Therefore, a landowner need not have actual
18 notice of the use, only constructive notice. *See id.* Nevada law requires only that the
19 use is not secret. *Id.* Here, Plaintiff drove hundreds of cattle across Defendants’ land
20 three (3) times per year. This use is sufficiently open and notorious. Plaintiff did not
21 drive his cattle under the cover of night, or attempt to do so in secret. Defendants
22 have been well aware of Plaintiff’s use since 2018, and have even tried to limit and
23

1 prevent access to Defendants' land.

2 Although Defendants' did not have actual notice of Plaintiff's use for the five
3 (5) year statutory period, Defendants were still put on constructive notice of such
4 use. This means that notice could have been derived from the facts and
5 circumstances. See *Sprague v. Lucky Stores, Inc.*, 109 Nev. 247, 250-51 (1993).
6 Here, Defendants' notice could have been derived from the fact that Plaintiff's use
7 was not in secret and there was also sufficient evidence of Plaintiff's use—
8 trampling of grass and movement of hundreds of cattle in plain sight on a seasonal
9 basis. Defendant Ty Albisu also testified that Frank Albisu was aware of Plaintiff's
10 use, which further implies Defendants' notice. Thus, Plaintiff's use was open and
11 notorious.

12 iv. **Peaceable**—Nevada law does not provide a working definition for the
13 peaceable requirement. However, peaceable is generally defined as “free from strife
14 or disorder.”¹ Strife is defined as “bitter sometimes violent conflict or dissension.”²
15 Here, Defendants present no evidence that Plaintiff exhibited violence in using
16 Defendants' land. Although Defendant Rosie Albisu claims that Plaintiff and
17 Defendant John Albisu got into a fistfight, Defendants present no corroborating
18 evidence of this allegation and Plaintiff testified that he had never been in a fistfight
19 in his life. Absent any such corroboration, this Court cannot find that Plaintiff has
20 been violent towards Defendants while using the land.

21
22 ¹ Merriam-Webster, Peaceable (Sept. 29, 2020) <https://www.merriam-webster.com/dictionary/peaceable>

23 ² Merriam-Webster, Strife (Sept. 29, 2020) <https://www.merriam-webster.com/dictionary/strife>

1 Instead, Defendants claim that Plaintiff's cutting of locks and fences and
2 putting new padlocks on gates constitutes violent entry and therefore cannot be
3 peaceable. However, the Supreme Court of Nevada has held that an appropriator of
4 land "is not a trespasser in going upon the lands of another ... for the purpose of
5 removing dams, etc., by which the flow of water so previously appropriated was
6 obstructed and diverted." *Ennor v. Raine*, 27 Nev. 178 (1903). In that case, the
7 appropriator tore out the dams that were blocking the water flow to his property, and
8 the Court still found this entry peaceable. *See id.* Similarly, this Court finds that the
9 Plaintiff's cutting of locks and fences, etc. is peaceable insofar that Plaintiff was
10 asserting his right to use Defendants' land.

11 Ultimately, Plaintiff and his family have been driving cattle across
12 Defendants' land for generations, and have done so historically without violence.
13 Defendants also present no evidence beyond accusations of Plaintiff's violent
14 behavior. Thus, this Court finds no evidence that Plaintiff's use has not been
15 peaceable.

16 Therefore, this Court finds that Plaintiff has shown, by clear and convincing
17 evidence, that Plaintiff's use of Defendants' land has been adverse, continuous,
18 open, and peaceable for well over the statutory period. Plaintiff is therefore entitled
19 to drive cattle across Defendants' land along the designated Fall and Spring Routes.
20 This is the only prescriptive easement granted by this order and its scope is limited
21 to Plaintiff's movement of cattle. However, Plaintiff may also move farming
22 equipment for purposes of haying, irrigation, and feeding cattle from Nouque Road
23
24

1 along the Southern and Eastern boundary lines of APN 03-0741-07, to and from
2 Gate 1.

3 **D. Declaratory Judgment**

4 **NRS 30.030** provides that

5 Courts of record within their respective jurisdictions shall have
6 power to declare rights, status and other legal relations whether or
7 not further relief is or could be claimed ... The declaration may be
8 either affirmative or negative in form and effect; and such
9 declarations shall have the force and effect of a final judgment or
10 decree.

11 **NRS 278.372(9)(d) – (e)** further provides that, in the creation of a parcel map, all
12 public easements for utilities must be clearly designated.

13 In 1985, Frank Albisu designated easements for the following: a sixty-foot
14 (60') easement along existing roads, and a thirty-foot (30') easement along the
15 perimeter of each parcel. These easements were restricted to uses for utilities and
16 roadways. This Court need not look any further than the parcel map to determine
17 that these easements remain valid. Ultimately, this Court declines to render
18 declaratory judgment on this issue.

19 **E. Water Rights**

20 The Supreme Court of Nevada has held that a water right grants the holder an
21 easement for the purpose of maintaining such water rights. *Ennor v. Raine*, 27 Nev.
22 178 (1903). Nevada law also provides that "one who holds a right to water prior to
23 that of another is permitted to peaceably enter and maintain the waterways." *Estate*
24 *of Hage v. U.S.*, 82 Fed. Cl. 202, 211 (2008). Thus, Plaintiff is entitled to an

1 easement to enter Defendants' land to maintain his water rights at POD 1 and POD
2 5. Such an easement implies that Defendants may not interfere with Plaintiff's entry
3 to maintain the ditches. Defendant must therefore remove the twelve-inch (12")
4 culvert and berm obstructing the flow of water to Plaintiff's land.

5 In addition, Plaintiff claims he lost \$35,000.00-\$40,000.00 worth of native
6 hay due to Defendants' obstruction of irrigation water to Minor Ranch. However,
7 Plaintiff provides almost no evidence as to causation for the loss of hay, or actual
8 loss. This Court therefore declines to grant any sort of monetary relief.

9 **F. Preliminary or Permanent Injunctive Relief**

10 NRS 33.010 provides that

11 An injunction may be granted in the following cases:

- 12 1. When it shall appear by the complaint that the plaintiff is entitled
13 to the relief demanded, and such relief or any part thereof
14 consists in restraining the commission or continuance of the act
15 complained of, either for a limited period or perpetually.
- 16 2. When it shall appear by the complaint or affidavit that the
17 commission or continuance of some act, during the litigation,
18 would produce great or irreparable injury to the plaintiff.
- 19 3. When it shall appear, during the litigation, that the defendant is
20 doing or threatens, or is about to do, or is procuring or suffering
21 to be done, some act in violation of the plaintiff's rights
22 respecting the subject of the action, and tending to render the
23 judgment ineffectual.

24 The Plaintiff here requests this Court to permanently enjoin Defendants from
interfering with Plaintiff's right to drive cattle across Defendants' land. However,
this Court finds a permanent injunction superfluous in conjunction with a
prescriptive easement. An easement is a right of way, meaning that a servient estate

1 must not interfere with the easement holder's right to use the land for its designated
2 purpose. *City of Las Vegas v. Cliff Shadows Prof'l Plaza*, 129 Nev. 1, 7 (2013).

3 Thus, this Court denies injunctive relief to Plaintiff. This Court also need not
4 address Plaintiff's request for a preliminary injunction, because it is now moot.

5 **G. Easement by Necessity**

6 The Supreme Court of Nevada has held that "An easement by necessity will
7 generally be found to exist if two requirements are met: (1) prior common
8 ownership, and (2) necessity at the time of severance." *Jackson v. Nash*, 109 Nev.
9 1202, 1208 (1993). "Easements by necessity are most often created where a
10 possessor of land has no access to any public roadway except by way of passage
11 through the servient estate." *Brooks v. Bonnet*, 124 Nev. 372 (2008).

12 Here, there is no evidence that Defendants' and Plaintiff's land were once
13 under common ownership. Both parties only presented evidence at trial that Frank
14 Albisu was the original owner of Defendants' land, and that Plaintiff's land has been
15 in Plaintiff's family for generations. Thus, Plaintiff fails to meet the common
16 ownership requirement, and this Court's inquiry must end. In addition, this Court
17 finds an easement by necessity superfluous in conjunction with a finding for a
18 prescriptive easement. Thus, an easement by necessity is unwarranted.

19 **H. Unauthorized Use of Water**

20 NRS 533.460 provides that

21 The unauthorized use of water to which another person is entitled, or
22 the willful waste of water to the detriment of another, shall be a
23 misdemeanor, and the possession or use of such water without legal
24

1 right shall be prima facie evidence of the guilt of the person using or
2 diverting it.

3 NRS 207.225 also provides that

4 Any person who knowingly diverts or causes to be diverted to his or
5 her own or some other person's use any irrigation water to which
6 another person has a vested right, without such rightful user's
7 permission, is guilty of a misdemeanor.

8 Here, Defendants have illegally obstructed the water ditches from POD 1 and
9 POD 5 that lead to Minor Ranch. Plaintiff has an adjudicated water right in these
10 PODs, and such interference with Plaintiff's rights is inappropriate. However, this
11 Court finds that such an interference constitutes a criminal matter, and should be
12 reserved for the Humboldt County District Attorney. Absent a civil statute for the
13 unauthorized use of water, Plaintiff is not entitled to relief.

14 **II. DEFENDANTS' COUNTERCLAIMS**

15 **A. Damage to Real Property, Forage and Fences, and Loss of Livestock**

16 The Supreme Court of Nevada has held that a civil trespass occurs when a
17 person substantially interferes with another person's property rights. *See Lied v.*
18 *Clark County*, 94 Nev. 275, 278-79 (1978); *see also Rivers v. Burbank*, 13 Nev. 398,
19 408 (1878). Defendant Ty Albisu claims that Plaintiff trespassed onto Defendants'
20 land and misappropriated fencing and other equipment belonging to Defendants.
21 Such a claim would normally constitute a trespass, because misappropriation would
22 constitute an interference with Defendants' property rights.

23 However, Defendants fail to show causation—that Plaintiff was the cause-in-
24

1 fact of Defendants' missing equipment—or damages, or that the equipment ever
2 existed at all. Thus, such claims are merely speculative. Defendants also claim that
3 Plaintiff is responsible for twenty (20) missing livestock, but again provided no
4 evidence of causation or damages. Furthermore, Defendants claim that Plaintiff's
5 cattle driving has caused damage to their grass. However, this Court finds such
6 damage minimal and merely a byproduct of the ranching business. Defendant is
7 therefore not entitled to relief.

8 **B. Intentional Infliction of Emotional Distress**

9 "A prima facie case of intentional infliction of emotional distress (IIED)
10 requires, among other elements, that the defendant's conduct was extreme and
11 outrageous with either reckless disregard or intent to cause the emotional distress."
12 *Maduike v. Agency Rent-A-Car*, 114 Nev. 1, 4 (1998). "[E]xtreme and outrageous
13 conduct is that which is 'outside all possible bounds of decency' and is regarded as
14 'utterly intolerable in a civilized community.'" *Id.* Furthermore, "persons must
15 necessarily be expected and required to be hardened ... to occasional acts that are
16 definitely inconsiderate and unkind." *Id.* The second element of IIED is the victim
17 must have suffered severe or extreme emotional distress. *Star v. Rabello*, 97 Nev.
18 124, 125 (1981).

19 Here, Defendant Rosie Albisu claims that she felt threatened and harassed by
20 Plaintiff. At trial, Defendant Rosie Albisu claimed that Plaintiff backed her into a
21 corner and yelled and cussed at her. However, this does not amount to outrageous
22 conduct that is outside all possible bounds of decency, and is not utterly intolerable.
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1 Instead, Nevada law requires Defendant Rosie Albisu to be hardened to hurtful
2 speech and intimidation tactics.

3 Moreover, Defendant Rosie Albisu fails to show that she suffered severe
4 emotional distress from her encounters with Plaintiff, and also fails to provide
5 sufficient evidence outside of her testimony that such encounters even occurred.
6 This Court finds that Defendant Rosie Albisu was not severely traumatized by
7 Plaintiff's actions. Defendant therefore fails to establish the outrageous conduct and
8 severe distress requirements of IIED.

9 **III. Judgment**

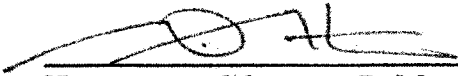
10 Based on these findings, this Court grants the following:

- 11
- 12 (1) A prescriptive easement so that Plaintiff may seasonally drive cattle across
13 Defendants' land along the designated Spring and Fall Routes outlined in Court's
14 *Findings of Fact* 42-43—the scope of this easement does not extend to the
15 movement of farming equipment, except for the route designated by this Court
16 from Nouque Road along the Southern and Eastern boundary lines of APN 03-
17 0741-07 to and from Gate 1.
- 18 (2) Plaintiff has a water right to POD 1 and POD 5 located on Defendants' land.
19 Plaintiff is therefore granted a right-of-way to enter Defendants' land for the
20 limited purpose of maintaining those PODs.
- 21 (3) Defendant shall not interfere with Plaintiff's water rights in the PODs. Defendant
22 must remove the twelve-inch (12") culvert and berm blocking POD 1 or POD 5
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1 within thirty (30) days of this Order. If Defendant fails to remove the culvert and
2 berm within the allotted time, Plaintiff may enter Defendants' land and remove
3 the obstructions himself.

4 **IT IS SO ORDERED.**

5 DATED: October 9, 2020.

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8 _____
HONORABLE MICHAEL R. MONTERO
DISTRICT JUDGE

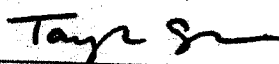
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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Honorable Michael R. Montero, District Court Judge, Sixth Judicial District Court and am not a party to, nor interested in, this action; and that on October 9, 2020, I caused to be served a true and correct copy of the enclosed **ORDER** upon the following parties:

James F. Sloan, Esq.
977 West Williams Avenue
Fallon, Nevada 89406
Via US Mail

Rendal B. Miller, Esq.
115 West 5th Street, Box 7
Winnemucca, NV 89445
Hand-delivered to Humboldt County Courthouse, DCT Box



TAYLOR M. STOKES
LAW CLERK
SIXTH JUDICIAL DISTRICT COURT,
DEPT. II