



STAFF REPORT

TO: Board of Directors
THRU: Mark Foree, General Manager
FROM: John Erwin, Dir. Natural Resources
DATE: April 8, 2016
SUBJECT: **Discussion and Action on the Third Amendment to the June 19, 2013 Contract for the Delivery of Water between TMWA and the Reno-Sparks Indian Colony**

Recommendation

Staff recommends the Board approve the amendment to the “Contract for Delivery of Water” (“Contract”) between TMWA and the Reno Sparks Indian Colony (“RSIC”).

Discussion

On June 19, 2013, the Board approved the Contract for the Delivery of Water between TMWA and RSIC. Exhibit “B” to the agreement identified various properties RSIC owns and the allocation of water resources and delivery capacity to those properties. Since the initial agreement RSIC subsequently sought and TMWA amended Exhibit “B” on December 1, 2014 and May 21, 2015 stemming from changes by RSIC in the allocation of water resources and delivery capacity to the parcels they own.

At the request of RSIC, the purpose of this third amendment is to substitute the revised Exhibit B (see attached) based on changes in ownership of RSIC land wherein RSIC transferred ownership of parcels identified as 1840 E. 2nd Street (APN 12-182-03) and 290 Kietzke Lane (APN 12-182-02) together with all resource allocations assigned to the parcels in return for the State of Nevada parcel identified as 2595 E. 2nd Street (APN 32-050-64) together with all resource allocations assigned to the parcel.

Amending the contract does not change the billing nor the rates charged for the delivery of water to RSIC.

THIRD AMENDMENT TO
CONTRACT FOR DELIVERY OF WATER

This Amendment to Contract for Delivery of Water ("Contract") dated for identification purposes as of February 25, 2016 (the "Effective Date"), is entered by and between the TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority created pursuant to NRS Chapter 277 among Reno, Sparks and Washoe County, Nevada ("TMWA") and the RENO SPARKS INDIAN COLONY, a federally recognized Indian Tribe organized and existing under Section 16 of the Indian Reorganization Act (25U.S.C. § 476) ("RSIC").

RECITALS

WHEREAS, on or about June 19, 2013, TMWA and RSIC entered into that certain Contract for the Delivery of Water ("Original Contract"), pursuant to which the Parties agreed to certain terms to facilitate creating and then billing the RSIC directly rather than billing individual customers of the RSIC.

WHEREAS, on or about December 1, 2014, TMWA and RSIC entered into that certain Amendment to Contract for the delivery of Water ("First Amendment"), pursuant to which the Parties agreed to amend the original Exhibit "B" due to revisions in resource and demand allocations.

WHEREAS, on or about May 21, 2015, TMWA and RSIC entered into that certain Amendment to Contract for the delivery of Water ("Second Amendment"), pursuant to which the Parties agreed to replace the original Exhibit "B" in its entirety with a new Exhibit "B" due to revisions in resource and demand allocations.

WHEREAS, RSIC has requested that Exhibit "B" be revised based on changes in ownership of RSIC land wherein RSIC transferred ownership of parcels identified as 1840 E. 2nd Street (APN 12-182-03) and 290 Kietzke Lane (APN 12-182-02) together with all resource allocations assigned to the parcels in return for the State of Nevada parcel identified as 2595 E. 2nd Street (APN 32-050-64) together with all resource allocations assigned to the parcel.

NOW THEREFORE, TMWA and RSIC desire to amend the Original Agreement as follows:

1. Replacement of Exhibit "B". The Original Agreement is hereby amended by replacing the original Exhibit "B" in its entirety with a new Exhibit "B" attached hereto.
2. Entire Understanding of the Parties, and Interpretation. This Amendment and the Original Agreement contains all the commitments and agreements of the parties with respect to the subject matter thereof. To the extent the provisions of this Amendment conflict with any of the terms and conditions of the Original Agreement, the provisions of this Amendment shall control.
3. Amendment. This Amendment may be amended or modified only by the mutual written agreement of TMWA and RSIC and ratification by their respective governing boards.
4. Effective Date. This Amendment is contingent upon ratification by official action each governing body of the Parties, and shall be effective on the latest date approved by the governing boards.

IN WITNESS WHEREOF, the Parties have set their hands with the intent to be bound.

TRUCKEE MEADOWS WATER AUTHORITY

TRUCKEE MEADOWS WATER
AUTHORITY, a Joint Powers Authority created
pursuant to NRS Chapter 277

Dated _____, 2016

By: _____
Geno Martini, Chairman

Dated April, 2016

RENO SPARKS INDIAN COLONY

By: *Arlan D. Melendez*
Arlan D. Melendez, Chairman

LIST OF RENO SPARKS INDIAN COLONY (RSIC) BILLING LOCATIONS, RSIC PARCELS RECEIVING WATER AND IDENTIFICATION OF REVISED BILLING CUSTOMER

EXHIBIT B

| House Number | Dirctn | Street Name | Street Suffix | Unit | Meter Located on this Parcel | Commitments and Delivery of Water to these Parcel(s) | Current Billed Customer | Revised Billed Customer | Commitments: | |
|---------------------------------|------------|-------------|---------------|------|------------------------------|--|-------------------------|------------------------------|---------------------|----------------------|
| | | | | | | | | | Resources Acre Feet | Delivery gals/minute |
| NON-RESIDENTIAL SERVICES | | | | | | | | | | |
| 1 | 1945 | E | 2ND | ST | 12-203-23 | 12-203-23 | | RSIC - Residential | [1] | [1] |
| 2 | 1955 | E | 2ND | ST | 12-203-23 | 12-203-23 | | RSIC - Residential | [1] | [1] |
| 3 | 1985 | E | 2ND | ST | 12-203-23 | 12-203-23 | | RSIC - Residential | [1] | [1] |
| 4 | 1991 | E | 2ND | ST | 12-203-23 | 12-203-23 | | RSIC - Residential | [1] | [1] |
| 5 | 1995 | E | 2ND | ST | 12-203-23 | 12-203-23 | | RSIC - Cultural Center | [1] | [1] |
| 6 | 2001 | E | 2ND | ST | 12-302-17 | 12-302-17 | | RSIC - Smokeshop I | [1] | [1] |
| 7 | 2595 | E | 2ND | ST | 32-050-64 | 32-050-64 | | RSIC - Former State Facility | 15.33 | 17.90 |
| 8 | 2425 | E | 2ND | ST | 12-301-21 | 12-301-21 | Wal Mart | Tenant - Wal Mart | 12.94 | 17.60 |
| 9 | 100 | | GIROUX | ST | 12-382-04 | 12-382-04 | RSIC | RSIC - H.C. Parking Lot | 0.09 | 1.10 |
| 10 | 357 | | GOLDEN | LN | 12-192-31 | 12-192-31 | RSIC | RSIC - Public Works | 0.15 | 0.40 |
| 11 | 401 & 405 | | GOLDEN | LN | 12-202-27 | 12-202-27 | RSIC | RSIC - Police Dept, Court | 0.60 | 0.70 |
| 12 | 625 | | GOLDEN | LN | 12-203-04 | 12-203-04 | | | | |
| 13 | | | | | | 12-203-02 | | | | |
| 14 | | | | | | 12-203-03 | RSIC | RSIC - Church | 0.15 | 0.25 |
| 15 | | | | | | 12-203-05 | | | | |
| 16 | 901 | | GOLDEN | LN | 12-203-19 | 12-203-19 | | | | |
| 17 | | | | | | 12-203-06 | | | | |
| 18 | | | | | | 12-203-07 | | | | |
| 19 | | | | | | 12-203-08 | RSIC | RSIC - Smokeshop II | 0.20 | 0.25 |
| 20 | | | | | | 12-203-20 | | | | |
| 21 | | | | | | 12-203-21 | | | | |
| 20 | 1715 | | KUENZLI | ST | 12-391-14 | 12-391-14 | RSIC | RSIC - Health Center | 7.36 | 10.50 |
| 21 | 1939 | | PROSPERITY | ST | 12-192-26 | 12-192-26 | RSIC | RSIC - Planning Complex | 0.30 | 0.30 |
| 22 | 80 | | SUNSHINE | LN | 12-302-10 | 12-302-10 | | Tenant - Oxborrow | 2.59 | 3.70 |
| 23 | 400 | | SUNSHINE | LN | 12-192-31 | 12-302-31 | RSIC | RSIC - Public Works | 0.19 | 0.50 |
| 24 | 690 | | SUNSHINE | LN | 12-203-14 | 12-203-14 | | | | |
| 25 | | | | | | 12-203-15 | Mill Street Motors | Tenant - Mill Street Motors | 0.36 | 0.40 |
| 26 | | | | | | 12-203-22 | | | | |
| 27 | | | | | | 12-203-23 | | | | |
| 28 | 1962 | | PYRAMID | WY | 28-361-03 | 28-361-03 | RSIC | RSIC - Smokeshop V | 0.56 | 3.50 |
| SUBTOTAL COMMERCIAL | | | | | | | | | 40.82 | 57.10 |
| RESIDENTIAL SERVICES | | | | | | | | | | |
| 29 | 50 | | COLONY | CIR | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 30 | 51 | | COLONY | CIR | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 31 | 52 | | COLONY | CIR | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 32 | 53 | | COLONY | CIR | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 33 | 54 | | COLONY | CIR | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 34 | 55 | | COLONY | CIR | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 35 | 79 | | COLONY | RD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 36 | 80 | | COLONY | RD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 37 | 81 | | COLONY | RD | ABCD | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 38 | 82 | | COLONY | RD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 39 | 83 | | COLONY | RD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 40 | 84 | | COLONY | RD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 41 | 85 | | COLONY | RD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 42 | 86 | | COLONY | RD | A | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 43 | 86 | | COLONY | RD | B | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 44 | 87 | | COLONY | RD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 45 | 89 | | COLONY | RD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 46 | 91 | | COLONY | RD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 47 | 93 | | COLONY | RD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 48 | 95 | | COLONY | RD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 49 | 97 | | COLONY | RD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 50 | 98 | | COLONY | RD | RSIC - Office Complex | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 51 | 99 | | COLONY | RD | A | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 55 | 100 | | COLONY | RD | A | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 56 | 101 | | COLONY | RD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 57 | 103 | | COLONY | RD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 58 | 105 | | COLONY | RD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 59 | 107 | | COLONY | RD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 60 | 110 | | COLONY | RD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 61 | APT HYDRNT | | COLONY | RD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 62 | 3 | | RESERVATION | RD | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 63 | 4 | | RESERVATION | RD | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 64 | 5 | | RESERVATION | RD | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 65 | 6 | | RESERVATION | RD | | 12-212-02 | Occupant | RSIC | [1] | [1] |

[1] Parcels receive a combined resource commitment of 84.25 acre feet and maximum day delivery capacity of 209 gpm.

04-20-16 BOARD Agenda Item 12.1

| | | | | | | | | |
|-----|--------|--------------|-----|-----------|----------|------|-----|-----|
| 66 | 7 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 67 | 8 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 68 | 8 1/2 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 69 | 9 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 70 | 10 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 71 | 11 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 72 | 12 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 73 | 13 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 74 | 14 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 75 | 15 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 76 | 15 A | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 77 | 15 1/2 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 78 | 16 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 79 | 17 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 80 | 18 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 81 | 18 1/2 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 82 | 19 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 83 | 20 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 84 | 20 1/2 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 85 | 21 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 86 | 21 1/2 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 87 | 22 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 88 | 24 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 89 | 25 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 90 | 26 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 91 | 26 1/2 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 92 | 27 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 93 | 28 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 94 | 29 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 95 | 31 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 96 | 33 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 97 | 34 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 98 | 34 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 99 | 35 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 100 | 44 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 101 | 46 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 102 | 47 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 103 | 48 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 104 | 49 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 105 | 50 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 106 | 51 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 107 | 52 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 108 | 53 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 109 | 53 1/2 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 110 | 54 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 111 | 54 1/2 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 112 | 55 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 113 | 56 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 114 | 57 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 115 | 58 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 116 | 59 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 117 | 60 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 118 | 60 1/2 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 119 | 61 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 120 | 62 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 121 | 63 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 122 | 63 1/2 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 123 | 64 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 124 | 65 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 125 | 66 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 126 | 67 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 127 | 68 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 128 | 69 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 129 | 70 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 130 | 71 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 131 | 72 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 132 | 73 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 133 | 75 | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 134 | 77 | RESERVATION | RD | 12-212-02 | | RSIC | [1] | [1] |
| 135 | PARK | RESERVATION | RD | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 136 | 50 | WA PAI SHONE | CIR | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 137 | 51 | WA PAI SHONE | CIR | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 138 | 52 | WA PAI SHONE | CIR | 12-302-23 | | RSIC | [1] | [1] |
| 139 | 53 | WA PAI SHONE | CIR | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 140 | 54 | WA PAI SHONE | CIR | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 141 | 55 | WA PAI SHONE | CIR | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 142 | 56 | WA PAI SHONE | CIR | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 143 | 57 | WA PAI SHONE | CIR | 12-302-23 | | RSIC | [1] | [1] |
| 144 | 58 | WA PAI SHONE | CIR | 12-302-23 | | RSIC | [1] | [1] |

SUBTOTAL RESIDENTIAL 84.25 209.00

TOTALS TOTALS 125.07 266.10

[1] Parcels receive a combined resource commitment of 84.25 acre feet and maximum day delivery capacity of 209 gpm.

Resolution No. 2013-RS-47



**RESOLUTION OF THE
RENO-SPARKS TRIBAL COUNCIL**

WHEREAS, the Reno-Sparks Tribal Council is organized pursuant to the provisions of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984, 25 U.S.C. 476), as amended, to provide for certain rights of home rule and to be responsible for the general welfare of its membership; and

WHEREAS, the Reno-Sparks Indian Colony had previously authorized the Truckee Meadows Water Authority to deliver water service through the Reno-Sparks Indian Colony's water system for Reno-Sparks Indian Colony lands, and has authorized the Truckee Meadows Water Authority to directly bill and collect water service charges from all customers occupying such lands;

WHEREAS, the Reno-Sparks Indian Colony and the Truckee Meadows Water Authority now desire to enter into a Contract for Delivery of Water in order to have the Truckee Meadows Water Authority deliver water service to, and bill and collect water service charges directly from, the Reno-Sparks Indian Colony through various metered points of delivery, which water the Reno-Sparks Indian Colony will deliver to customers within those services areas as identified in the Contract for Delivery of Water and collect water service charges from customers identified in those service areas.

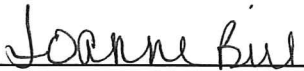
NOW THEREFORE BE IT RESOLVED, that the Reno-Sparks Tribal Council hereby approves the Contract for Delivery of Water between the Reno-Sparks Indian Colony and the Truckee Meadows Water Authority.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Reno-Sparks Tribal Council hereby authorizes the Tribal Chairman or his designee to execute the Contract for Delivery of Water.

Reno-Sparks Tribal Council
Resolution No. 2013-RS-47
May 29, 2013
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CERTIFICATION

I, the undersigned Secretary of the Reno-Sparks Tribal Council, hereby certify that the Tribal Council, composed of nine (9) members, of whom five (5), constitutes a quorum, and of which six (6) were present at a duly called meeting convened and held on May 29, 2013, and that the foregoing resolution was duly adopted by a vote of five (5) for ,zero (0) against, and one (1) abstaining, pursuant to authority contained in the Constitution and Bylaws of the Reno-Sparks Indian Colony.



JOANNE BILL, Secretary
Reno-Sparks Tribal Council

CONTRACT FOR DELIVERY OF WATER

THIS AGREEMENT, entered into this 19TH day of JUNE, 2013, by and between TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority (“Authority”), and RENO-SPARKS INDIAN COLONY, a federally recognized Indian Tribe organized and existing under Section 16 of the Indian Reorganization Act (25 U.S.C. § 476) (“Customer”), hereinafter sometimes referred to individually as “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, Authority is engaged in the distribution, sale and delivery of water service to residents of Reno and Sparks, Nevada, and areas of Washoe County;

WHEREAS, Customer owns certain real property within the boundaries of the Reno Sparks Indian Colony reservation lands in Reno and Sparks Nevada, such lands being more particularly depicted in the color shaded areas in Exhibit “A” and described in Exhibit “B” attached hereto and incorporated herein by reference (hereinafter “Customer Service Properties”);

WHEREAS, Customer has previously authorized Authority to deliver water service through Customer’s System for the Customer Service Properties identified by Washoe County Assessor Parcel Numbers 012-302-23, 012-302-17, and 012-212-02 (hereinafter “Service Area”) and other Customer Service Properties;

WHEREAS, Customer has previously authorized Authority to directly bill and collect water service charges from Customer or tribal members or tenants occupying premises on the Customer’s Service Area and other Customer Service Properties;

WHEREAS, the parties now desire Authority to deliver water service to, and bill and collect water service charges directly from, Customer through various metered points of delivery, which water Customer intends to deliver through Customer's System to users in the Customer's Service Area and other Customer Service Properties, as set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Authority and Customer do covenant and agree as follows:

ARTICLE I

TERM OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in effect for an initial period of twenty five (25) years (the "Term"). This Agreement shall renew automatically for successive five-year periods unless, prior to the end of the initial period or a subsequent five-year term, either Authority or Customer cancels this Agreement by giving to the other Party at least one year's notice in writing.

ARTICLE II

WATER SERVICE AND RESOURCE COMMITMENTS

2.1 Resource Allocation. Pursuant to previous agreements, Authority and its predecessor have committed water resources to serve the Customer Service Area and Customer Service Properties identified in Exhibit "B". As of the Effective Date of this Agreement, the water resource commitments held by Authority for the benefit of Customer and appurtenant to Customer Service Properties are set forth in Exhibit "B" attached hereto and incorporated herein by reference ("Resource Allocation"). In the event that Customer decides to purchase water service from other sources in lieu of

Authority, or this Agreement is terminated for any reason, thereby reducing Authority's obligation to serve, or in the event Customer ceases to use any portion or all of the Resource Allocation, the beneficial interest and use of such unused portion shall be subject to Authority's rules for adjusting will serve commitments and resource credits.

2.2 Water Service. Authority agrees to treat, deliver to Customer's Points of Delivery (as defined below) and sell to Customer and Customer agrees to purchase from Authority, water up to the quantities supported by the Resource Allocation (the "Annual Service Commitment"), which shall be used only at Customer's Service Properties. In addition, Customer may dedicate additional quantities of water and seek new or modified service by complying with Authority's Rules and Rates, and the parties agree to amend this Agreement as necessary to reflect any additions to the Resource Allocation. Notwithstanding other provisions in this Agreement, Customer and Authority specifically agree that Customer will not obligate itself for water service beyond the quantities supported by the Resource Allocation within Customer's Service Area or Customer's other Customer Service Properties.

ARTICLE III

BILLING RATES AND BILLING

3.1 Billing Rates. Authority agrees to sell and Customer agrees to purchase water service at the prices contained in Authority's Rate Schedule applicable to the delivery of water to the Service Area and other Customer Service Properties as may be adjusted from time to time by action of Authority's Board. This Agreement in all respects shall be and remain subject to the applicable Rate Schedule and the Rules of the Authority, and any lawful amendments and supplements thereto, all of which are

incorporated into and made a part of this Agreement. Nothing in this Agreement, however, is to imply or in any way restrict the rights of Customer to protest any further rate increase that Authority may deem necessary. Authority acknowledges that under TMWA Rules existing as of December 1, 2011, the GMWS Rate Tariff shall be the rate tariff which initially applies to Customer's service.

3.2 Billing. Authority shall bill Customer for, and Customer shall be responsible for, the water delivered to Customer's Service Area and other Customer Service Properties identified in Exhibit "B" under the column labeled "Revised Billed Customer" commencing December 1, 2011 ("Billing Commencement Date") and continuing thereafter during the Term of this Agreement and so long as Authority provides water service to Customer's Service Area. Authority shall bill Customer pursuant to Authority's rules on a monthly basis, which shall include separate bills for each metered service. Notwithstanding the foregoing, unless otherwise agreed by Customer, Authority shall bill for the water delivered to 1840 E. Second Street, 2425 E. Second Street, 290 Kietzke Lane, 80 Sunshine Lane, 690 Sunshine Lane and 357 Golden Way ("Commercial Tenant Properties") directly to the commercial tenants leasing such properties from Customer as identified in Exhibit "B" pursuant to Authority Rules. Authority agrees, at no cost or expense to Authority, to provide Customer with names and billing addresses of persons within Customer's Service Area directly billed for water service by Authority prior to the Billing Commencement Date to assist Customer in assuming billing responsibilities for retail water service to Customer's Customer Service Properties.

3.3 Access License. Customer hereby grants Authority, for the duration of this Agreement, a nonexclusive and non-revocable (during the Term) license to enter Customer's Service Area or other Customer Service Properties and Commercial Tenant Properties: (1) to initiate billing for each master meter and for any properties remaining within Authority's service area, including the Commercial Tenant Properties; (2) to turn-on or turn-off the delivery of water through Authority's Facilities to Customer's Service Area or to Commercial Tenant Properties; (3) to read any Authority meters located within Customer's Service Area, Commercial Tenant Properties or other Customer Service Properties to facilitate billing for water service; (4) to operate, repair, replace and maintain any Authority facilities and meters located within Customer's Service Area, Commercial Tenant Properties or other Customer Service Properties; (5) to visit the Customer's Service Property or Commercial Tenant Properties at request of the Customer or the tenant of Commercial Service Properties for which the Customer or Commercial Service Properties will be charged for the service call; and (6) to retrofit services at 1945 and 1955 E. Second Street at Authority's cost so that these Customer Service Properties receive water service through the Authority master meter on East Second Street.

ARTICLE IV

ACCOUNTS RECEIVABLE

Authority and Customer acknowledge and agree that as of the Effective Date, numerous accounts receivable ("Accounts Receivable") from occupants of Customer's Service Area are delinquent and past due to Authority for water service provided by Authority to Customer's Service Area prior to the Billing Commencement Date. In full and final settlement of the Accounts Receivable as between Customer and Authority,

Authority agrees to fully release and hold Customer harmless for any amounts due and owing Authority in connection with the Accounts Receivable.

ARTICLE V

FACILITIES AND DELIVERY REQUIREMENTS

5.1 Authority Facilities. Authority has, as of the Effective Date of this Agreement, facilities sufficient to allow Authority to provide a maximum day demand flow rate to Customer's Service Area and Customer Service Properties in gallons per minute set forth in Exhibit "B" up to a total maximum day demand of 209 GPM (the "Facility Limit") as well as facilities to meet fire flow demands up to a combined total of 2,000 GPM for two (2) hours, such fire flow being a combined total delivery through both Authority master meter Points of Delivery but it being acknowledged no single master meter shall deliver the full 2,000 GPM, without additional facility dedication requirements from Customer. Both Authority and Customer agree that additional Authority facilities may be required from time to time to meet increased demands and/or operation changes to the system and Customer agrees to contribute to the cost of such facilities pursuant to the Authority's Rules.

5.2 Customer's System. Authority and Customer acknowledge and agree that Customer owns, Customer's retail water distribution system within Customer's Service Area and on Customer's Service Properties ("Customer's System"), including, but not limited to, all mains, laterals, metering facilities, meters, and other facilities downstream from the Points of Delivery. Customer shall at all times be solely responsible for maintenance, operation and repair of Customer's System, including facilities, minimum pressure requirement, leak repairs, meters and meter facilities, water mains, service

laterals, and maintenance of water quality supplied within Customer's System. In the event Customer's demand requirements exceed the Facility Limit (except on an incidental basis) the Authority may require Customer to dedicate additional water resources and/or contribute to the cost of new Authority facilities sufficient to meet the new actual demand. Authority may at any time take any steps in its discretion to install, at Authority's cost, facilities to control flow into Customer's System in order to protect the integrity of Authority's system. Each Party shall exercise reasonable care and diligence to protect the integrity of their respective water systems.

5.3 Supply of New Meter Facilities. Customer acknowledges Authority provided Customer seventy (70) meters for installation by the Customer on its individual services in Customer's Service Area. Customer shall, at Customer's sole cost and expense, be responsible for the installation of such meters.

5.4 Assignment of Existing Meter Facilities. Customer acknowledges and agrees Authority has with Customer's consent previously installed meters on individual residential services within Customer's Service Area. For and in consideration of the rights and obligation set forth in this Agreement, Authority hereby assigns to Customer all right, title and interest in and to the water service meters installed by Authority on individual residential Customer Service Properties within Customer's Service Area located on Reservation Road, Colony Circle, Colony Road, and Wa Pai Shone Circle, as more particularly identified as red boxes in Exhibit "A". Authority shall retain ownership of all other Authority facilities, if any, within Customer's Service Area, including without limitation the facilities and meters for the master meters more particularly identified as blue and black boxes in Exhibit "A".

5.5 Points of Delivery. Customer and Authority agree that the points of delivery (“Points of Delivery”) for Customer’s water service under this Agreement shall be at Authority’s master meters and at individual meters serving Customer’s Service Properties, as more particularly identified by blue and black boxes on Exhibit “A” and described in Exhibit “B” attached hereto and incorporated herein by reference, or such other points as may be mutually agreed upon. Authority will to the extent practical supply water at each of the Points of Delivery at such minimum pressures in accordance with Authority Rule 2 and applicable provisions of Nevada Administrative Code 445A.6672. Delivery requirements may be renegotiated subject to applicable Authority Rules.

5.6 Water Quality Data. The Authority shall provide the Customer with a copy of Authority’s annual Water Quality Report on no less than an annual basis in accordance with the U.S Environmental Protection Agency Consumer Confidence Rule. Customer may also access water quality information on Authority’s website at www.tmwa.com.

ARTICLE VI

FORCE MAJEURE

In the event that either Party hereto shall be rendered unable, wholly, or in part, by force majeure to carry out its obligations under this Agreement other than to make payments due hereunder, it is agreed that on such Party’s giving notice and full particulars of such force majeure in writing or by facsimile to the other Party as soon as possible after the occurrence of the cause relied upon, then the obligations of the Party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch. The term “force

majeure” as employed herein shall mean acts of God, strikes or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, arrest and restraints of government and peoples, court orders, civil disturbances, explosions, breakdown of machinery or equipment and any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the Party claiming suspension and which by the exercise of due diligence such Party is unable to prevent or overcome, including any limitations or prohibitions on water supply resulting from environmental control laws or other laws or governmental regulations; such term likewise includes (a) in those instances where either Party herein is required to obtain servitudes, rights-of-way grants, permits or licenses to enable such party to fulfill its obligations hereunder, the inability of such Party to acquire, or the delays on the part of such Party in acquiring and after the exercise of reasonable diligence, such servitudes, rights of way grants, permits or licenses, and (b) in those instances where either Party hereto is required to furnish materials and supplies for the purpose of construction or maintaining facilities or is required to secure permits or permission from any governmental agency to enable such Party to fulfill its obligation hereunder, the inability of such Party in acquiring, and after the exercise of reasonable diligence, such materials and supplies, permits and permissions. It is understood and agreed that the settlement of strikes shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes by acceding to the demands of the opposing Party or Parties when such course is inadvisable in the discretion of the Party having the difficulty.

ARTICLE VII

NOTICES

All notices and communications, except those specified in the paragraph below, shall be in writing and sent prepaid mail to the addresses stated below, or at such other addresses as may hereafter be designated in writing:

Authority: Truckee Meadows Water Authority
P.O. Box 30013
Reno, Nevada 89520

Customer: Reno-Sparks Indian Colony
Attention: Tribal Chairman
98 Colony Road
Reno, Nevada 89502

Notices with respect to curtailment or restoration of water service, or with respect to force majeure, shall be sufficient if given by Authority in writing, or by facsimile or orally in person or by telephone to the person or persons designated from time to time by Customer as authorized to receive such notices. Notices given orally shall be followed up in writing within five (5) days.

ARTICLE VIII

MISCELLANEOUS

8.1. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.2. Amendment. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. No oral statements or representations made before or after the execution of this Agreement regarding the subject matter of this Agreement are binding on a party, nor may any such oral statements or representations be relied on by a party.

8.3 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable provided that the fundamental terms and conditions of this Agreement remain legal and enforceable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

8.4 Attorney's Fees. In the event that any action is necessary to enforce the rights of any party hereto, the prevailing party in any such action shall be entitled to reasonable costs and attorneys' fees.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officials on the date first above written.


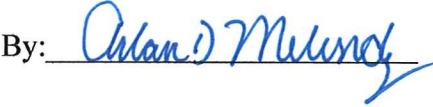
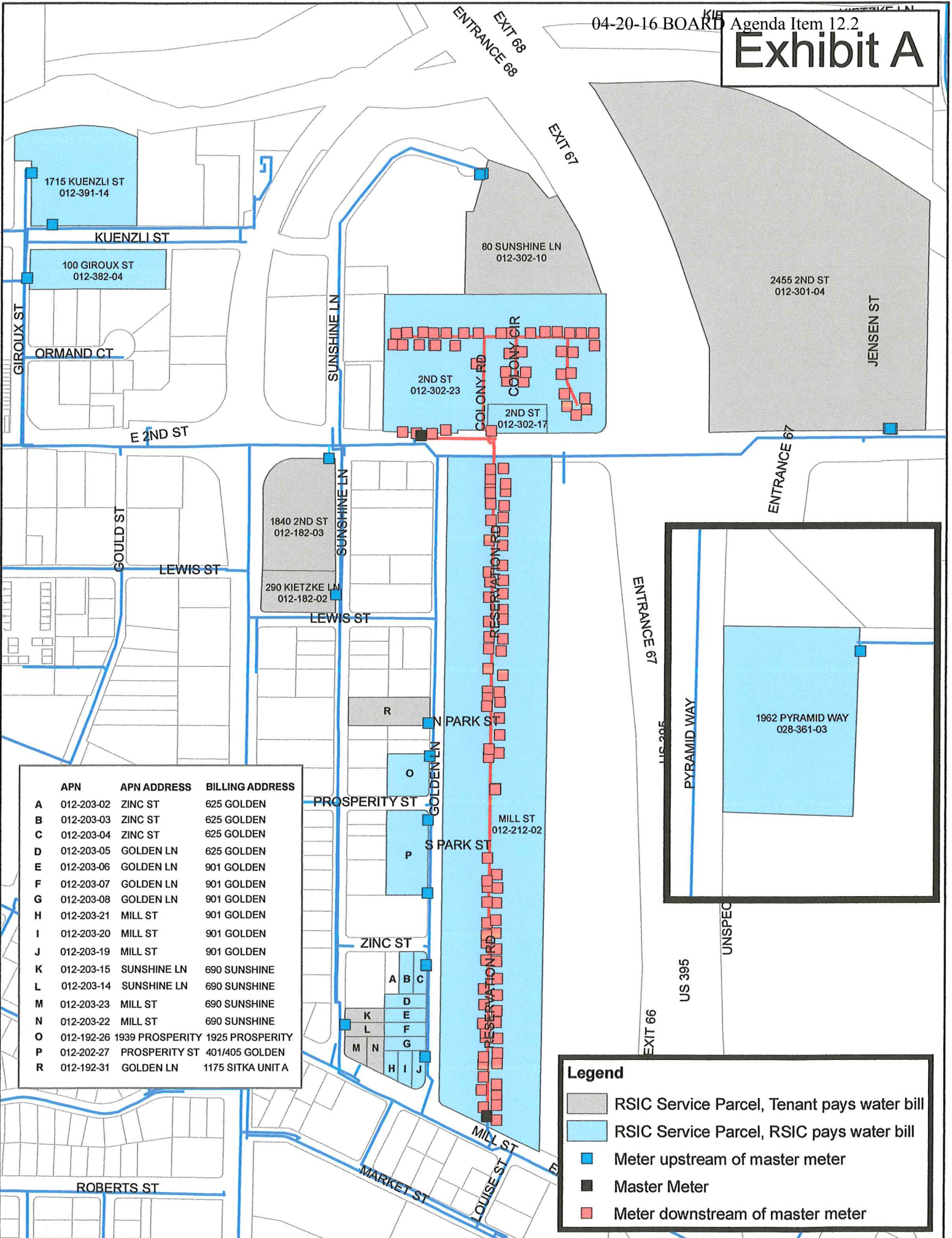
| | |
|---|--|
| <p><u>Authority:</u></p> <p>TRUCKEE MEADOWS WATER AUTHORITY</p> <p>By: </p> <p>Its: <u>CHAIRMAN OF THE BOARD</u></p> | <p><u>Customer:</u></p> <p>RENO-SPARKS INDIAN COLONY</p> <p>By: </p> <p>Its: _____</p> |
|---|--|

Exhibit A



| APN | APN ADDRESS | BILLING ADDRESS |
|-----|----------------------------|------------------|
| A | 012-203-02 ZINC ST | 625 GOLDEN |
| B | 012-203-03 ZINC ST | 625 GOLDEN |
| C | 012-203-04 ZINC ST | 625 GOLDEN |
| D | 012-203-05 GOLDEN LN | 625 GOLDEN |
| E | 012-203-06 GOLDEN LN | 901 GOLDEN |
| F | 012-203-07 GOLDEN LN | 901 GOLDEN |
| G | 012-203-08 GOLDEN LN | 901 GOLDEN |
| H | 012-203-21 MILL ST | 901 GOLDEN |
| I | 012-203-20 MILL ST | 901 GOLDEN |
| J | 012-203-19 MILL ST | 901 GOLDEN |
| K | 012-203-15 SUNSHINE LN | 690 SUNSHINE |
| L | 012-203-14 SUNSHINE LN | 690 SUNSHINE |
| M | 012-203-23 MILL ST | 690 SUNSHINE |
| N | 012-203-22 MILL ST | 690 SUNSHINE |
| O | 012-192-26 1939 PROSPERITY | 1925 PROSPERITY |
| P | 012-202-27 PROSPERITY ST | 401/405 GOLDEN |
| R | 012-192-31 GOLDEN LN | 1175 SITKA UNITA |

Legend

- RSIC Service Parcel, Tenant pays water bill
- RSIC Service Parcel, RSIC pays water bill
- Meter upstream of master meter
- Master Meter
- Meter downstream of master meter

EXHIBIT B

LIST OF RENO SPARKS INDIAN COLONY (RSIC) BILLING LOCATIONS, RSIC PARCELS RECEIVING WATER AND IDENTIFICATION OF REVISED BILLING CUSTOMER

| | House Number | Dirctn | Street Name | Street Suffix | Unit | Meter Located on this Parcel | Commitments and Delivery of Water to these Parcel(s) | Current Billed Customer | Revised Billed Customer | Commitments: | |
|----|--------------|--------|-------------|---------------|------|------------------------------|--|---------------------------|---------------------------|---------------------|-------------------------|
| | | | | | | | | | | Resources Acre Feet | Delivery gallons/minute |
| 1 | 1840 | E | 2ND | ST | | 12-182-03 | 12-182-03 | Featherlite of Reno | Featherlite of Reno | | |
| 2 | 1945 | E | 2ND | ST | | 12-203-32 | 12-203-32 | | RSIC | [1] | [1] |
| 3 | 1955 | E | 2ND | ST | | 12-203-32 | 12-203-32 | | RSIC | [1] | [1] |
| 4 | 1985 | E | 2ND | ST | | 12-203-32 | 12-203-32 | | RSIC | [1] | [1] |
| 5 | 1991 | E | 2ND | ST | | 12-203-32 | 12-203-32 | | RSIC | [1] | [1] |
| 6 | 1995 | E | 2ND | ST | | 12-203-32 | 12-203-32 | | RSIC | [1] | [1] |
| 7 | 2001 | E | 2ND | ST | | 12-302-17 | 12-302-17 | | RSIC | [1] | [1] |
| 8 | 2425 | E | 2ND | ST | | 12-301-12 | 12-301-19 | | | | |
| 9 | | | | | | | 12-301-04 | | | | |
| 10 | | | | | | | 12-301-07 | | | | |
| 11 | | | | | | | 12-301-08 | | | | |
| 12 | | | | | | | 12-301-10 | Wal Mart | Wal Mart | 15.00 | 17.60 |
| 13 | | | | | | | 12-301-12 | | | | |
| 14 | | | | | | | 12-301-13 | | | | |
| 15 | | | | | | | 12-301-15 | | | | |
| 16 | | | | | | | 12-301-20 | | | | |
| 17 | 100 | | GIROUX | ST | | 12-382-04 | 12-382-04 | RSIC | RSIC | 0.66 | 0.80 |
| 18 | 357 | | GOLDEN | LN | | 12-192-31 | 12-192-31 | Hewes Performance Machine | Hewes Performance Machine | 0.24 | 0.20 |
| 19 | 401 & 405 | | GOLDEN | LN | | 12-202-27 | 12-202-27 | RSIC | RSIC | 0.60 | 0.70 |
| 20 | 625 | | GOLDEN | LN | | 12-203-04 | 12-203-04 | | | | |
| 21 | | | | | | | 12-203-02 | | | | |
| 22 | | | | | | | 12-203-03 | RSIC | RSIC | 0.15 | 0.25 |
| 23 | | | | | | | 12-203-05 | | | | |
| 24 | 901 | | GOLDEN | LN | | 12-203-19 | 12-203-19 | | | | |
| 25 | | | | | | | 12-203-06 | | | | |
| 26 | | | | | | | 12-203-07 | | | | |
| 27 | | | | | | | 12-203-08 | RSIC | RSIC | 0.20 | 0.25 |
| 28 | | | | | | | 12-203-20 | | | | |
| 29 | | | | | | | 12-203-21 | | | | |
| 30 | 290 | | KEITZKE | LN | | 12-182-03 | 12-182-03 | Dayton Valley Turf | Dayton Valley Turf | 0.50 | 0.50 |
| 31 | 1715 | | KUENZLI | ST | | 12-391-14 | 12-391-14 | RSIC | RSIC | 4.25 | 5.00 |
| 32 | 1939 | | PROSPERITY | ST | | 12-192-26 | 12-192-26 | RSIC | RSIC | 0.30 | 0.30 |
| 33 | 80 | | SUNSHINE | LN | | 12-302-10 | 12-302-10 | Alfred Gill | Alfred Gill | 0.45 | 0.50 |
| 34 | 400 | | SUNSHINE | LN | | RSIC rents this site | na | RSIC | RSIC | na | na |
| 35 | 690 | | SUNSHINE | LN | | 12-203-14 | 12-203-14 | | | | |
| 36 | | | | | | | 12-203-15 | Joe Scalia Motors | Joe Scalia Motors | 0.36 | 0.40 |
| 37 | | | | | | | 12-203-22 | | | | |
| 38 | | | | | | | 12-203-23 | | | | |
| 39 | 1962 | | PYRAMID | WY | | | 28-361-03 | RSIC | RSIC | 0.50 | 0.60 |
| 40 | 50 | | COLONY | CIR | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 41 | 51 | | COLONY | CIR | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 42 | 52 | | COLONY | CIR | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 43 | 53 | | COLONY | CIR | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 44 | 54 | | COLONY | CIR | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 45 | 55 | | COLONY | CIR | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 46 | 79 | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 47 | 80 | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 48 | 81 | | COLONY | RD | ABCD | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 49 | 82 | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 50 | 83 | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 51 | 84 | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 52 | 85 | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 53 | 86 | | COLONY | RD | A | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 54 | 86 | | COLONY | RD | B | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 55 | 87 | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 56 | 89 | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 57 | 91 | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 58 | 93 | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 59 | 95 | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 60 | 97 | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 61 | 98 | | COLONY | RD | INT | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 62 | 99 | | COLONY | RD | A | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 63 | 99 | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 64 | 100 | | COLONY | RD | A | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 65 | 101 | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 66 | 103 | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 67 | 105 | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 68 | 107 | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 69 | 110 | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |
| 70 | APT HYDRANT | | COLONY | RD | | | 12-203-32 | Occupant | RSIC | [1] | [1] |

[1] Parcels receive a combined resource commitment of 84.25 acre feet and maximum day delivery capacity of 209 gpm.

EXHIBIT B

LIST OF RENO SPARKS INDIAN COLONY (RSIC) BILLING LOCATIONS, RSIC PARCELS RECEIVING WATER AND IDENTIFICATION OF REVISED BILLING CUSTOMER

| House Number | Dirctn | Street Name | Street Suffix | Unit | Meter Located on this Parcel Parcel | Commitments and Delivery of Water to these Parcel(s) | Current Billed Customer | Revised Billed Customer | Commitments: | |
|--------------|--------|--------------|---------------|--------|-------------------------------------|--|-------------------------|-------------------------|---------------------|-------------------------|
| | | | | | | | | | Resources Acre Feet | Delivery gallons/minute |
| 71 | 3 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 72 | 4 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 73 | 4 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 74 | 5 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 75 | 6 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 76 | 7 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 77 | 8 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 78 | 8 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 79 | 9 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 80 | 10 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 81 | 11 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 82 | 12 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 83 | 13 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 84 | 15 | RESERVATION | RD | 4 | | 12-212-02 | | RSIC | [1] | [1] |
| 85 | 15 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 86 | 16 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 87 | 17 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 88 | 18 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 89 | 18 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 90 | 19 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 91 | 20 | RESERVATION | RD | 4 | | 12-212-02 | | RSIC | [1] | [1] |
| 92 | 20 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 93 | 21 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 94 | 21 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 95 | 22 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 96 | 24 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 97 | 25 | RESERVATION | RD | UNIT15 | | 12-212-02 | | RSIC | [1] | [1] |
| 98 | 26 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 99 | 26 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 100 | 27 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 101 | 28 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 102 | 29 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 103 | 31 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 104 | 33 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 105 | 34 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 106 | 34 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 107 | 35 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 108 | 44 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 109 | 46 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 110 | 47 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 111 | 48 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 112 | 49 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 113 | 50 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 114 | 51 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 115 | 52 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 116 | 53 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 117 | 53 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 118 | 54 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 119 | 54 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 120 | 55 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 121 | 56 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 122 | 57 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 123 | 58 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 124 | 59 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 125 | 60 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 126 | 60 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 127 | 61 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 128 | 62 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 129 | 62 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 130 | 63 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 131 | 63 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 132 | 64 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 133 | 65 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 134 | 66 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 135 | 67 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 136 | 68 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 137 | 69 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 138 | 70 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 139 | 71 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 140 | 72 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 141 | 73 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 142 | 75 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 143 | 77 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 144 | PARK | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 145 | 50 | WA PAI SHONE | CIR | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 146 | 51 | WA PAI SHONE | CIR | | | 12-212-02 | Occupant | RSIC | [1] | [1] |

[1] Parcels receive a combined resource commitment of 84.25 acre feet and maximum day delivery capacity of 209 gpm.

LIST OF RENO SPARKS INDIAN COLONY (RSIC) BILLING LOCATIONS, RSIC PARCELS RECEIVING WATER AND IDENTIFICATION OF REVISED BILLING CUSTOMER

EXHIBIT B

| | House Number | Dirctn | Street Name | Street Suffix | Unit | Meter Located on this Parcel Parcel | Commitments and Delivery of Water to these Parcel(s) | Current Billed Customer | Revised Billed Customer | Commitments: | |
|---------------|--------------|--------|--------------|---------------|------|-------------------------------------|--|-------------------------|-------------------------|---------------------|-------------------------|
| | | | | | | | | | | Resources Acre Feet | Delivery gallons/minute |
| 147 | 52 | | WA PAI SHONE | CIR | | | | | RSIC | [1] | [1] |
| 148 | 53 | | WA PAI SHONE | CIR | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 149 | 54 | | WA PAI SHONE | CIR | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 150 | 55 | | WA PAI SHONE | CIR | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 151 | 56 | | WA PAI SHONE | CIR | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 152 | 57 | | WA PAI SHONE | CIR | | | 12-212-02 | | RSIC | [1] | [1] |
| 153 | 58 | | WA PAI SHONE | CIR | | | 12-212-02 | | RSIC | [1] | [1] |
| TOTALS | | | | | | | | | | 23.36 | 27.35 |

[1] Parcels receive a combined resource commitment of 84.25 acre feet and maximum day delivery capacity of 209 gpm.

**AMENDMENT TO CONTRACT FOR
DELIVERY OF WATER**

THIS AMENDMENT TO CONTRACT FOR DELIVERY OF WATER ("Amendment") is dated for identification purposes as of December 1, 2014 (the "Effective Date"), and is entered into by and among between TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority ("Authority"), and RENO-SPARKS INDIAN COLONY, a federally recognized Indian Tribe organized and existing under Section 16 of the Indian Reorganization Act (25 U.S.C. § 476) ("Customer").

WITNESSETH:

WHEREAS, Authority and Customer entered into that certain Contract for Delivery of Water dated May 29, 2013 (the "Agreement"), pursuant to which Authority agreed to provide water service to Customer on the terms and conditions set forth therein.

WHEREAS, Authority and Customer desire to amend Exhibit "B" of the Agreement.

NOW, THEREFORE, the parties desire to amend the Agreement on the terms and conditions set forth herein;

1. Capitalized and Conflicting Terms. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement. To the extent the provisions of this Amendment conflict with any of the terms and conditions of the Agreement or any prior amendments, the provisions of this Amendment shall control. The parties acknowledge and agree that, except as specifically modified hereby, each of the terms and conditions of the Agreement shall remain in full force and effect and are enforceable in accordance with its respective terms.

2. Section 2.1. Exhibit "B" of the Agreement as described in Section 2.1 is hereby amended and replaced in its entirety with the Exhibit "B" attached and incorporated by reference in this Amendment. All references in the Agreement to Exhibit "B" shall be to the Exhibit "B" attached to this Amendment.

3. Binding Effect. This Amendment shall be binding upon and inure to the benefit of Authority, Customer and their respective permitted successors and assigns.

4. Authorization. The undersigned, by their signatures, represent and warrant that they are authorized agents of their respective entities and are authorized to execute this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officials on the date first above written.

| | |
|--|---|
| Authority: TRUCKEE MEADOWS WATER AUTHORITY By: <u><i>Shuo R. Munt</i></u> Its: <u>CHAIRMAN</u> | Customer: RENO-SPARKS INDIAN COLONY By: <u><i>Anton D. Munday</i></u> Its: <u>Chairman</u> |
|--|---|

LIST OF RENO SPARKS INDIAN COLONY (RSIC) BILLING LOCATIONS, RSIC PARCELS RECEIVING WATER AND IDENTIFICATION OF REVISED BILLING CUSTOMER

EXHIBIT B

| | House Number | Dirctn | Street Name | Street Suffix | Unit | Meter Located on this Parcel Parcel | Commitments and Delivery of Water to these Parcel(s) | Current Billed Customer | Revised Billed Customer | Commitments: | |
|---------------------------------|--------------|--------|-------------|---------------|------|-------------------------------------|--|-------------------------|-----------------------------|---------------------|-------------------------|
| | | | | | | | | | | Resources Acre Feet | Delivery gallons/minute |
| NON-RESIDENTIAL SERVICES | | | | | | | | | | | |
| 1 | 1840 | E | 2ND | ST | | 12-182-03 | 12-182-03 | | Transitional Facility | 11.36 | 5.70 |
| 2 | 1945 | E | 2ND | ST | | 12-203-23 | 12-203-23 | | RSIC - Residential | [1] | [1] |
| 3 | 1955 | E | 2ND | ST | | 12-203-23 | 12-203-23 | | RSIC - Residential | [1] | [1] |
| 4 | 1985 | E | 2ND | ST | | 12-203-23 | 12-203-23 | | RSIC - Residential | [1] | [1] |
| 5 | 1991 | E | 2ND | ST | | 12-203-23 | 12-203-23 | | RSIC - Residential | [1] | [1] |
| 6 | 1995 | E | 2ND | ST | | 12-203-23 | 12-203-23 | | RSIC - Cultural Center | [1] | [1] |
| 7 | 2001 | E | 2ND | ST | | 12-302-17 | 12-302-17 | | RSIC - Smokeshop I | [1] | [1] |
| 8 | 2425 | E | 2ND | ST | | 12-301-21 | 12-301-21 | Wal Mart | Tenant - Wal Mart | 12.94 | 17.60 |
| 9 | 100 | | GIROUX | ST | | 12-382-04 | 12-382-04 | RSIC | RSIC - H.C. Parking Lot | 0.09 | 1.10 |
| 10 | 357 | | GOLDEN | LN | | 12-192-31 | 12-192-31 | | RSIC - Public Works | 0.15 | 0.40 |
| 11 | 401 & 405 | | GOLDEN | LN | | 12-202-27 | 12-202-27 | RSIC | RSIC - Police Dept, Court | 0.60 | 0.70 |
| 12 | 625 | | GOLDEN | LN | | 12-203-04 | 12-203-04 | | | | |
| 13 | | | | | | | 12-203-02 | | | | |
| 14 | | | | | | | 12-203-03 | RSIC | RSIC - Church | 0.15 | 0.25 |
| 15 | | | | | | | 12-203-05 | | | | |
| 16 | 901 | | GOLDEN | LN | | 12-203-19 | 12-203-19 | | | | |
| 17 | | | | | | | 12-203-06 | | | | |
| 18 | | | | | | | 12-203-07 | | | | |
| 19 | | | | | | | 12-203-08 | RSIC | RSIC - Smokeshop II | 0.20 | 0.25 |
| 20 | | | | | | | 12-203-20 | | | | |
| 21 | | | | | | | 12-203-21 | | | | |
| 22 | 290 | | KEITZKE | LN | | 12-182-02 | 12-182-02 | Dayton Valley Turf | Tenant - Dayton Valley Turf | | |
| 23 | 1715 | | KUENZLI | ST | | 12-391-14 | 12-391-14 | RSIC | RSIC - Health Center | 7.36 | 10.50 |
| 24 | 1939 | | PROSPERITY | ST | | 12-192-26 | 12-192-26 | RSIC | RSIC - Planning Complex | 0.30 | 0.30 |
| 25 | 80 | | SUNSHINE | LN | | 12-302-10 | 12-302-10 | | Tenant - Oxborrow | 2.59 | 3.70 |
| 26 | 400 | | SUNSHINE | LN | | 12-192-31 | 12-302-31 | RSIC | RSIC - Public Works | 0.19 | 0.50 |
| 27 | 690 | | SUNSHINE | LN | | 12-203-14 | 12-203-14 | | | | |
| 28 | | | | | | | 12-203-15 | Mill Street Motors | Tenant - Mill Street Motors | 0.36 | 0.40 |
| 29 | | | | | | | 12-203-22 | | | | |
| 30 | | | | | | | 12-203-23 | | | | |
| 31 | 1962 | | PYRAMID | WY | | | 28-361-03 | RSIC | RSIC - Smokeshop V | 0.56 | 3.50 |
| SUBTOTAL COMMERCIAL | | | | | | | | | | 37.82 | 45.90 |

[1] Parcels receive a combined resource commitment of 84.25 acre feet and maximum day delivery capacity of 209 gpm.

LIST OF RENO SPARKS INDIAN COLONY (RSIC) BILLING LOCATIONS, RSIC PARCELS RECEIVING WATER AND IDENTIFICATION OF REVISED BILLING CUSTOMER

EXHIBIT B

| House Number | Dirctn | Street Name | Street Suffix | Unit | Meter Located on this Parcel | Commitments and Delivery of Water to these Parcel(s) | Current Billed Customer | Revised Billed Customer | Commitments: | |
|-----------------------------|------------|-------------|---------------|------------------------------------|------------------------------|--|-------------------------|-------------------------|---------------------|-------------------------|
| | | | | | | | | | Resources Acre Feet | Delivery gallons/minute |
| RESIDENTIAL SERVICES | | | | | | | | | | |
| 32 | 50 | COLONY | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 33 | 51 | COLONY | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 34 | 52 | COLONY | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 35 | 53 | COLONY | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 36 | 54 | COLONY | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 37 | 55 | COLONY | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 38 | 79 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 39 | 80 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 40 | 81 | COLONY | RD | ABCD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 41 | 82 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 42 | 83 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 43 | 84 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 44 | 85 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 45 | 86 | COLONY | RD | A | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 46 | 86 | COLONY | RD | B | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 47 | 87 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 48 | 89 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 49 | 91 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 50 | 93 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 51 | 95 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 52 | 97 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 53 | 98 | COLONY | RD | RSIC - Office Complex | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 54 | 99 | COLONY | RD | A | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 55 | 100 | COLONY | RD | A | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 56 | 101 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 57 | 103 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 58 | 105 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 59 | 107 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 60 | 110 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 61 | APT HYDRNT | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 62 | 3 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 63 | 4 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 64 | 5 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 65 | 6 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 66 | 7 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 67 | 8 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 68 | 8 1/2 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 69 | 9 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 70 | 10 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 71 | 11 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 72 | 12 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 73 | 13 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 74 | 14 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 75 | 15 | RESERVATION | RD | Res | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 76 | 15 A | RESERVATION | RD | RSIC - Archives/Records | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 77 | 15 1/2 | RESERVATION | RD | ABCD | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 78 | 16 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 79 | 17 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 80 | 18 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 81 | 18 1/2 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 82 | 19 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 83 | 20 | RESERVATION | RD | 4 Plex | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 84 | 20 1/2 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 85 | 21 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 86 | 21 1/2 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 87 | 22 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 88 | 24 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 89 | 25 | RESERVATION | RD | UNIT15 | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 90 | 26 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 91 | 26 1/2 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 92 | 27 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 93 | 28 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 94 | 29 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 95 | 31 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 96 | 33 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 97 | 34 | RESERVATION | RD | RSIC - Admin & Recreation Complex | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 98 | 34 | RESERVATION | RD | RSIC - Seniors & Education Complex | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 99 | 35 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 100 | 44 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 101 | 46 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 102 | 47 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 103 | 48 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 104 | 49 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 105 | 50 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |

[1] Parcels receive a combined resource commitment of 84.25 acre feet and maximum day delivery capacity of 209 gpm.

LIST OF RENO SPARKS INDIAN COLONY (RSIC) BILLING LOCATIONS, RSIC PARCELS RECEIVING WATER AND IDENTIFICATION OF REVISED BILLING CUSTOMER

EXHIBIT B

| | House Number | Dirctn | Street Name | Street Suffix | Unit | Meter Located on this Parcel Parcel | Commitments and Delivery of Water to these Parcel(s) | Current Billed Customer | Revised Billed Customer | Commitments: | | | |
|-----|--------------|--------|--------------|---------------|--------------------------|-------------------------------------|--|-------------------------|-------------------------|----------------------|-------------------------|--------|--------|
| | | | | | | | | | | Resources Acre Feet | Delivery gallons/minute | | |
| 106 | 51 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 107 | 52 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 108 | 53 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 109 | 53 1/2 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 110 | 54 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 111 | 54 1/2 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 112 | 55 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 113 | 56 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 114 | 57 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 115 | 58 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 116 | 59 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 117 | 60 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 118 | 60 1/2 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 119 | 61 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 120 | 62 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 121 | 63 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 122 | 63 1/2 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 123 | 64 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 124 | 65 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 125 | 66 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 126 | 67 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 127 | 68 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 128 | 69 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 129 | 70 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 130 | 71 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 131 | 72 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 132 | 73 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 133 | 75 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 134 | 77 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 135 | PARK | | RESERVATION | RD | Part of the RSIC Complex | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 136 | 50 | | WA PAI SHONE | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] | | |
| 137 | 51 | | WA PAI SHONE | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] | | |
| 138 | 52 | | WA PAI SHONE | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] | | |
| 139 | 53 | | WA PAI SHONE | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] | | |
| 140 | 54 | | WA PAI SHONE | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] | | |
| 141 | 55 | | WA PAI SHONE | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] | | |
| 142 | 56 | | WA PAI SHONE | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] | | |
| 143 | 57 | | WA PAI SHONE | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] | | |
| 144 | 58 | | WA PAI SHONE | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] | | |
| | | | | | | | | | | ----- | ----- | | |
| | | | | | | | | | | SUBTOTAL RESIDENTIAL | 84.25 | 209.00 | |
| | | | | | | | | | | ----- | | | |
| | | | | | | | | | | TOTALS | TOTALS | 125.07 | 254.90 |
| | | | | | | | | | | ----- | | | |

[1] Parcels receive a combined resource commitment of 84.25 acre feet and maximum day delivery capacity of 209 gpm.

AMENDMENT TO
CONTRACT FOR DELIVERY OF WATER

This Amendment to Contract for Delivery of Water ("Contract") dated for identification purposes only as of May 21, 2015, is entered by and between the TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority created pursuant to NRS Chapter 277 among Reno, Sparks and Washoe County, Nevada ("TMWA") and the RENO SPARKS INDIAN RSIC, a federally recognized Indian Tribe organized and existing under Section 16 of the Indian Reorganization Act (25U.S.C. § 476) ("RSIC").

RECITALS

WHEREAS, on or about June 19, 2013, TMWA and RSIC entered into that certain Contract for the Delivery of Water ("Original Contract"), pursuant to which the Parties agreed to certain terms to facilitate creating and then billing the RSIC directly rather than billing individual customers of the RSIC.

WHEREAS, included in the Original Contract is Exhibit "B" which identifies the allocation of water resources and rates of delivery to the properties owned by the RSIC.

WHEREAS, RSIC has requested that Exhibit "B" be revised based on changes and additions to the RSIC.

NOW THEREFORE, TMWA and RSIC desire to amend the Original Agreement as follows:

1. Replacement of Exhibit "B". The Original Agreement is hereby amended by replacing the original Exhibit "B" in its entirety with a new Exhibit "B" attached hereto.

2. Entire Understanding of the Parties, and Interpretation. This Amendment and the Original Agreement contains all the commitments and agreements of the parties with respect to the subject matter thereof. To the extent the provisions of this Amendment conflict with any of the terms and conditions of the Original Agreement, the provisions of this Amendment shall control.

3. Amendment. This Amendment may be amended or modified only by the mutual written agreement of TMWA and RSIC and ratification by their respective governing boards.

4. Effective Date. This Amendment is contingent upon ratification by official action each governing body of the Parties, and shall be effective on the latest date approved by the governing boards.


IN WITNESS WHEREOF, the Parties have set their hands with the intent to be bound.

TRUCKEE MEADOWS WATER AUTHORITY

Dated May 21, 2015

By: 
Geno Martini, Chairman

APPROVED AS TO FORM:

By: 
Michael A.T. Pagni
McDonald Carano Wilson LLP
TMWA Legal Counsel

LIST OF RENO SPARKS INDIAN COLONY (RSIC) BILLING LOCATIONS, RSIC PARCELS RECEIVING WATER AND IDENTIFICATION OF REVISED BILLING CUSTOMER

EXHIBIT B

| | House Number | Dirctn | Street Name | Street Suffix | Unit | Meter Located on this Parcel Parcel | Commilments and Delivery of Water to these Parcel(s) | Current Billed Customer | Revised Billed Customer | Commitments: | |
|---------------------------------|--------------|--------|-------------|---------------|------|-------------------------------------|--|-------------------------|-----------------------------|---------------------|-------------------------|
| | | | | | | | | | | Resources Acre Feet | Delivery gallons/minute |
| NON-RESIDENTIAL SERVICES | | | | | | | | | | | |
| 1 | 1840 | E | 2ND | ST | | 12-182-03 | 12-182-03 | | Transitional Facility | 14.36 | 5.70 |
| 2 | 1945 | E | 2ND | ST | | 12-203-23 | 12-203-23 | | RSIC - Residential | [1] | [1] |
| 3 | 1955 | E | 2ND | ST | | 12-203-23 | 12-203-23 | | RSIC - Residential | [1] | [1] |
| 4 | 1985 | E | 2ND | ST | | 12-203-23 | 12-203-23 | | RSIC - Residential | [1] | [1] |
| 5 | 1991 | E | 2ND | ST | | 12-203-23 | 12-203-23 | | RSIC - Residential | [1] | [1] |
| 6 | 1995 | E | 2ND | ST | | 12-203-23 | 12-203-23 | | RSIC - Cultural Center | [1] | [1] |
| 7 | 2001 | E | 2ND | ST | | 12-302-17 | 12-302-17 | | RSIC - Smokeshop I | [1] | [1] |
| 8 | 2425 | E | 2ND | ST | | 12-301-21 | 12-301-21 | Wal Mart | Tenant - Wal Mart | 12.94 | 17.60 |
| 9 | 100 | | GIROUX | ST | | 12-382-04 | 12-382-04 | RSIC | RSIC - H.C. Parking Lot | 0.09 | 1.10 |
| 10 | 357 | | GOLDEN | LN | | 12-192-31 | 12-192-31 | | RSIC - Public Works | 0.15 | 0.40 |
| 11 | 401 & 405 | | GOLDEN | LN | | 12-202-27 | 12-202-27 | RSIC | RSIC - Police Dept, Court | 0.60 | 0.70 |
| 12 | 625 | | GOLDEN | LN | | 12-203-04 | 12-203-04 | | | | |
| 13 | | | | | | 12-203-02 | 12-203-02 | | | | |
| 14 | | | | | | 12-203-03 | 12-203-03 | RSIC | RSIC - Church | } 0.15 | 0.25 |
| 15 | | | | | | 12-203-05 | 12-203-05 | | | | |
| 16 | 901 | | GOLDEN | LN | | 12-203-19 | 12-203-19 | | | | |
| 17 | | | | | | 12-203-06 | 12-203-06 | | | } 0.20 | 0.25 |
| 18 | | | | | | 12-203-07 | 12-203-07 | | | | |
| 19 | | | | | | 12-203-08 | 12-203-08 | RSIC | RSIC - Smokeshop II | | |
| 20 | | | | | | 12-203-20 | 12-203-20 | | | | |
| 21 | | | | | | 12-203-21 | 12-203-21 | | | | |
| 22 | 290 | | KEITZKE | LN | | 12-182-02 | 12-182-02 | Dayton Valley Turf | Tenant - Dayton Valley Turf | 0.97 | 1.00 |
| 23 | 1715 | | KUENZLI | ST | | 12-391-14 | 12-391-14 | RSIC | RSIC - Health Center | 7.36 | 10.50 |
| 24 | 1939 | | PROSPERITY | ST | | 12-192-26 | 12-192-26 | RSIC | RSIC - Planning Complex | 0.30 | 0.30 |
| 25 | 80 | | SUNSHINE | LN | | 12-302-10 | 12-302-10 | | Tenant - Oxborrow | 2.59 | 3.70 |
| 26 | 400 | | SUNSHINE | LN | | 12-192-31 | 12-302-31 | RSIC | RSIC - Public Works | 0.19 | 0.50 |
| 27 | 690 | | SUNSHINE | LN | | 12-203-14 | 12-203-14 | | | } 0.36 | 0.40 |
| 28 | | | | | | 12-203-15 | 12-203-15 | Mill Street Motors | Tenant - Mill Street Motors | | |
| 29 | | | | | | 12-203-22 | 12-203-22 | | | | |
| 30 | | | | | | 12-203-23 | 12-203-23 | | | | |
| 31 | 1962 | | PYRAMID | WY | | 28-361-03 | 28-361-03 | RSIC | RSIC - Smokeshop V | 0.56 | 3.50 |
| SUBTOTAL COMMERCIAL | | | | | | | | | | 40.82 | 45.90 |

[1] Parcels receive a combined resource commitment of 84.25 acre feet and maximum day delivery capacity of 209 gpm.

LIST OF RENO SPARKS INDIAN COLONY (RSIC) BILLING LOCATIONS, RSIC PARCELS RECEIVING WATER AND IDENTIFICATION OF REVISED BILLING CUSTOMER

EXHIBIT B

| House Number | Dirctn | Street Name | Street Suffix | Unit | Meter Located on this Parcel | Commitments and Delivery of Water to these Parcel(s) | Current Billed Customer | Revised Billed Customer | Commitments: | |
|-----------------------------|------------|-------------|---------------|------------------------------------|------------------------------|--|-------------------------|-------------------------|---------------------|-------------------------|
| | | | | | | | | | Resources Acre Feet | Delivery gallons/minute |
| RESIDENTIAL SERVICES | | | | | | | | | | |
| 32 | 50 | COLONY | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 33 | 51 | COLONY | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 34 | 52 | COLONY | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 35 | 53 | COLONY | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 36 | 54 | COLONY | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 37 | 55 | COLONY | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 38 | 79 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 39 | 80 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 40 | 81 | COLONY | RD | ABCD | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 41 | 82 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 42 | 83 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 43 | 84 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 44 | 85 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 45 | 86 | COLONY | RD | A | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 46 | 86 | COLONY | RD | B | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 47 | 87 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 48 | 89 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 49 | 91 | COLONY | RD | | | 12-302-23 | | RSIC | [1] | [1] |
| 50 | 93 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 51 | 95 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 52 | 97 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 53 | 98 | COLONY | RD | RSIC - Office Complex | | 12-302-23 | | RSIC | [1] | [1] |
| 54 | 99 | COLONY | RD | A | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 55 | 100 | COLONY | RD | A | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 56 | 101 | COLONY | RD | | | 12-302-23 | | RSIC | [1] | [1] |
| 57 | 103 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 58 | 105 | COLONY | RD | | | 12-302-23 | | RSIC | [1] | [1] |
| 59 | 107 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 60 | 110 | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 61 | APT HYDRNT | COLONY | RD | | | 12-302-23 | Occupant | RSIC | [1] | [1] |
| 62 | 3 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 63 | 4 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 64 | 5 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 65 | 6 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 66 | 7 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 67 | 8 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 68 | 8 1/2 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 69 | 9 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 70 | 10 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 71 | 11 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 72 | 12 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 73 | 13 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 74 | 14 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 75 | 15 | RESERVATION | RD | Res | | 12-212-02 | | RSIC | [1] | [1] |
| 76 | 15 A | RESERVATION | RD | RSIC - Archives/Records | | 12-212-02 | | RSIC | [1] | [1] |
| 77 | 15 1/2 | RESERVATION | RD | ABCD | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 78 | 16 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 79 | 17 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 80 | 18 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 81 | 18 1/2 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 82 | 19 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 83 | 20 | RESERVATION | RD | 4 Plex | | 12-212-02 | | RSIC | [1] | [1] |
| 84 | 20 1/2 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 85 | 21 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 86 | 21 1/2 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 87 | 22 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 88 | 24 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 89 | 25 | RESERVATION | RD | UNIT15 | | 12-212-02 | | RSIC | [1] | [1] |
| 90 | 26 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 91 | 26 1/2 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 92 | 27 | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] |
| 93 | 28 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 94 | 29 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 95 | 31 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 96 | 33 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 97 | 34 | RESERVATION | RD | RSIC - Admin & Recreation Complex | | 12-212-02 | | RSIC | [1] | [1] |
| 98 | 34 | RESERVATION | RD | RSIC - Seniors & Education Complex | | 12-212-02 | | RSIC | [1] | [1] |
| 99 | 35 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 100 | 44 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 101 | 46 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 102 | 47 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 103 | 48 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 104 | 49 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 105 | 50 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 106 | 51 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 107 | 52 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |
| 108 | 53 | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] |

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2/6/2015
2 of 3

[1] Parcels receive a combined resource commitment of 84.25 acre feet and maximum day delivery capacity of 209 gpm.

LIST OF RENO SPARKS INDIAN COLONY (RSIC) BILLING LOCATIONS, RSIC PARCELS RECEIVING WATER AND IDENTIFICATION OF REVISED BILLING CUSTOMER

EXHIBIT B

| | House Number | Dirctn | Street Name | Street Suffix | Unit | Meter Located on this Parcel Parcel | Commitments and Delivery of Water to these Parcel(s) | Current Billed Customer | Revised Billed Customer | Commitments: | | | |
|-----|--------------|--------|--------------|---------------|--------------------------|-------------------------------------|--|-------------------------|-------------------------|---------------------|-------------------------|--------|--------|
| | | | | | | | | | | Resources Acre Feet | Delivery gallons/minute | | |
| 109 | 53 1/2 | | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] | | |
| 110 | 54 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 111 | 54 1/2 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 112 | 55 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 113 | 56 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 114 | 57 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 115 | 58 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 116 | 59 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 117 | 60 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 118 | 60 1/2 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 119 | 61 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 120 | 62 | | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] | | |
| 121 | 63 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 122 | 63 1/2 | | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] | | |
| 123 | 64 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 124 | 65 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 125 | 66 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 126 | 67 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 127 | 68 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 128 | 69 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 129 | 70 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 130 | 71 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 131 | 72 | | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] | | |
| 132 | 73 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 133 | 75 | | RESERVATION | RD | | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 134 | 77 | | RESERVATION | RD | | | 12-212-02 | | RSIC | [1] | [1] | | |
| 135 | PARK | | RESERVATION | RD | Part of the RSIC Complex | | 12-212-02 | Occupant | RSIC | [1] | [1] | | |
| 136 | 50 | | WA PAI SHONE | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] | | |
| 137 | 51 | | WA PAI SHONE | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] | | |
| 138 | 52 | | WA PAI SHONE | CIR | | | 12-302-23 | | RSIC | [1] | [1] | | |
| 139 | 53 | | WA PAI SHONE | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] | | |
| 140 | 54 | | WA PAI SHONE | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] | | |
| 141 | 55 | | WA PAI SHONE | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] | | |
| 142 | 56 | | WA PAI SHONE | CIR | | | 12-302-23 | Occupant | RSIC | [1] | [1] | | |
| 143 | 57 | | WA PAI SHONE | CIR | | | 12-302-23 | | RSIC | [1] | [1] | | |
| 144 | 58 | | WA PAI SHONE | CIR | | | 12-302-23 | | RSIC | [1] | [1] | | |
| | | | | | | | | | | ----- | ----- | | |
| | | | | | | | | | | 84.25 | 209.00 | | |
| | | | | | | | | | | ----- | ----- | | |
| | | | | | | | | | | TOTALS | TOTALS | 125.07 | 254.90 |
| | | | | | | | | | | ----- | ----- | | |

[1] Parcels receive a combined resource commitment of 84.25 acre feet and maximum day delivery capacity of 209 gpm.