



Clark County APNs: 009-17-501-001;
009-17-501-002; 009-17-501-003;
009-22-201-001; 009-22-401-001;
009-10-201-001; 009-10-301-001; and
009-04-101-001

Lincoln County APNs:

8-201-03; 8-201-06; 8-201-08; 8-201-15;
8-201-19; 8-201-20; 8-201-21; 8-201-23;
8-201-24; 8-201-25; 8-201-27; 8-201-28;
8-201-29 and 8-201-30

**Recording Requested by,
and when recorded,
Return to:**

General Counsel
Southern Nevada Water Authority
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153

**AMENDMENT
TO
MEMORANDUM OF AGREEMENT
FOR, OPTION, PURCHASE AND SALE OF
WATER RIGHTS, REAL PROPERTY AND EASEMENTS**

THIS AMENDMENT TO MEMORANDUM OF AGREEMENT FOR OPTION, PURCHASE AND SALE OF WATER RIGHTS, REAL PROPERTY AND EASEMENTS ("Amendment") is made as of the 5th day of March, 2008, by and between Coyote Springs Investment LLC, a Nevada limited liability company ("Seller"), and Southern Nevada Water Authority, a political subdivision of the State of Nevada, created by an Inter-Local Agreement on July 25, 1991, pursuant to Chapter 277, Nevada Revised Statutes ("Buyer"), with reference to that certain MEMORANDUM OF AGREEMENT FOR OPTION, PURCHASE AND SALE OF WATER RIGHTS, REAL PROPERTY AND EASEMENTS by and between Seller and Buyer ("Memorandum") recorded May 27, 1998, in Book 980527, as Instrument No. 01050, Official Records, Clark County, Nevada, and recorded May 27, 1998, in Book 134, Page 483, as Instrument No. 111018, Official Records, Lincoln County, Nevada. Terms with initial capital letters used herein but not otherwise defined herein shall have the same meaning as set forth in the Memorandum.

Recitals:

A. Seller is the successor in interest by assignment from Harrich Investments, LLC, a Nevada limited liability company, effective as of February 24, 1998, between the parties and approved by the Secretary of Interior by Decision dated September 17, 1998.



B. Pursuant to the Agreement, Seller granted Buyer certain option rights, and Seller sold to Buyer and Buyer purchased from Seller certain real property interests.

C. There was no development activity occurring on Seller's land in the Coyote Spring Valley in the Legal Description for Access Easement as set forth on Exhibit B to the Memorandum ("Seller's Land") on the date of the Agreement and the recording of the Memorandum.

D. Seller's Land consisted of and still consists of land owned in fee and lands leased from the United States that are administered by the Bureau of Land Management ("BLM") subject to reasonable conditions imposed by the United States Fish & Wildlife Service ("FWS") for the benefit of the desert tortoise and its habitat.

E. Seller's Land held in Clark County, Nevada by fee ownership or by lease were adjusted in 2005, as requested by FWS and agreed to by BLM and Seller, to consolidate fee lands along the west side and leased lands along the east side.

F. As a special condition under Department of Army Permit No. 200125042 ("CC 404 Permit") issued by the Army Corps of Engineers ("Corps") on May 25, 2006, Seller is obligated, subject to BLM's consent, to create the Coyote Springs Resource Management Area ("CSRMA") as an encumbrance on the leased lands located in Clark County to ensure that functions and values of the aquatic environment are protected within waters of the United States ("WOUS") of the Pahrnagat Wash channel and the adjacent watershed to the east.

G. In accordance with the pending Coyote Springs Multi-Species Habitat Conservation Plan ("MSHCP") it is anticipated that Seller's Land will be reconfigured in Lincoln County to place the fee lands along the west side and the leased lands along the east side similar to the reconfiguration that previously occurred in Clark County, Nevada. The leased lands, upon reconfiguration, will be incorporated into the CSRMA. Under the MSHCP all lands within the CSRMA will ensure protection of desert tortoise critical habitat and ensure that functions and values of the aquatic environment are protected within WOUS occurring within the CSRMA.

H. Buyer has commenced or will soon commence construction at the MX-5 Well Site of the water production facilities and related appurtenances.

I. Seller and Buyer have agreed to interconnect Buyer's MX-5 Well with the Seller's wells described as CSI Well #1, CSI Well #2 and CSI Well #3.

J. Seller and Buyer entered into that certain Memorandum of Agreement by and between Buyer, FWS, Seller, the Moapa Band of Paiute Indians and the Moapa Valley Water District, a political subdivision of the State of Nevada, dated April 20, 2006 ("Muddy River MOA").

K. In accordance with the Muddy River MOA, Seller and Buyer may need to relocate existing production wells northward in Coyote Springs Valley.

L. Buyer has informed Seller that in the event its existing production wells are relocated to the north that it may locate new wells north of the Kane Springs Fault on Seller's Land.

M. Seller has advised Buyer of its Land Plan for the development of Seller's lands.

N. Seller and Buyer desire to amend certain provisions set forth in the Memorandum to reflect changes that have occurred after the date of the Memorandum.

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants contained herein Seller and Buyer mutually agree as follows:

1. Exhibit A to the Memorandum is hereby deleted and superseded in its entirety by Exhibit A and Exhibit A-1 attached hereto and incorporated herein.

2. Exhibit B to the Memorandum is hereby deleted and superseded in its entirety by Exhibit B attached hereto and incorporated herein.

3. Section 1.3 of the Memorandum is hereby amended in its entirety to read as follows:

1.3 A general easement over the Exhibit B land for the purpose of locating additional well sites together with access easements from State Route 168, Highway 93 or the Kane Springs Road (Lincoln County) over the Exhibit B lands for the purposes described in Section 1.1 above.

4. A new Section 1(b) is hereby inserted into the Memorandum immediately after paragraph 1.3 and immediately before paragraph 2 which reads as follows:

1(b) Seller has provided a copy of Seller's current Land Plan to Buyer and Seller will provide Buyer with a copy of the Land Plan in the event it is revised from time to time. Buyer shall consult and cooperate with Seller in the location of well sites, access and pipeline easements to maximize the location of facilities within public rights of ways to the extent practicable or within areas that do not result in unreasonable conflicts with Seller's then current Land Plan. On or before June 1, 2009, Buyer and Seller shall jointly develop a list containing not less than five (5) nor more than thirty (30) potential one-acre production well sites (including the preparation of a legal description for each listed site) within the northern portion of Seller's land located in Lincoln County, Nevada ("Potential Well Site List"). The Potential Well Site List shall include both potential Buyer and potential Seller well sites. Within thirty (30) days after the mutual approval of the Potential Well Site List an amendment to Exhibit B of this Memorandum will be recorded for the purpose of terminating the blanket easement and granting Buyer well site easements for each Buyer well site described on the Potential Well Site List. Buyer shall be entitled to select five one-acre exclusive use easements for future well sites and one or more one-acre General Easement well sites (as described in Section 1.3 of the Memorandum). The Potential Well Site List may be amended from time to time upon the mutual agreement of Seller and Buyer.



Buyer shall execute and deliver in recordable form one or more release and reconveyance documents from time to time to promptly release lands from the encumbrance of the Memorandum, as amended by this Amendment, upon the recording of a well site easement, an access easement, a parcel map or subdivision map covering the land to be released. Further, Buyer shall execute and deliver in recordable form one or more release and reconveyance documents of the well site easement requested by a title company for purposes of evidencing the release of record of each parcel sold to an unaffiliated third party from the well site easement.

5. This Amendment shall be governed by, construed and enforced under the laws of the State of Nevada.

6. Except as expressly amended herein, the Memorandum remains unchanged and in full force and effect.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date first written above.

SELLER:

**COYOTE SPRINGS INVESTMENT LLC,
a Nevada limited liability company**

By: Tim Echeverria
Tim Echeverria
President of Construction Division

BUYER:

**SOUTHERN NEVADA WATER AUTHORITY,
a political subdivision of the State of Nevada**

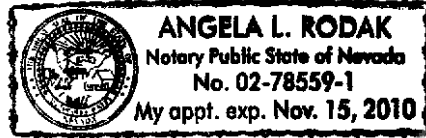
By: Shari Buck
Shari Buck, Chair

Approved as to Form:

Charles K. Hauser
Charles K. Hauser, General Counsel



STATE OF NEVADA)
 SS
COUNTY OF CLARK)



This instrument was acknowledged before me on Feb 19, 2008 by Tim Echeverria as President - Construction Division of Coyote Springs Investment LLC, a Nevada limited liability company.

Angela L. Rodak
Notary Public

STATE OF NEVADA)
 SS
COUNTY OF CLARK)

This instrument was acknowledged before me on March 5, 2008 by Shari Buck as Chair of the Southern Nevada Water Authority, a political subdivision of the State of Nevada.

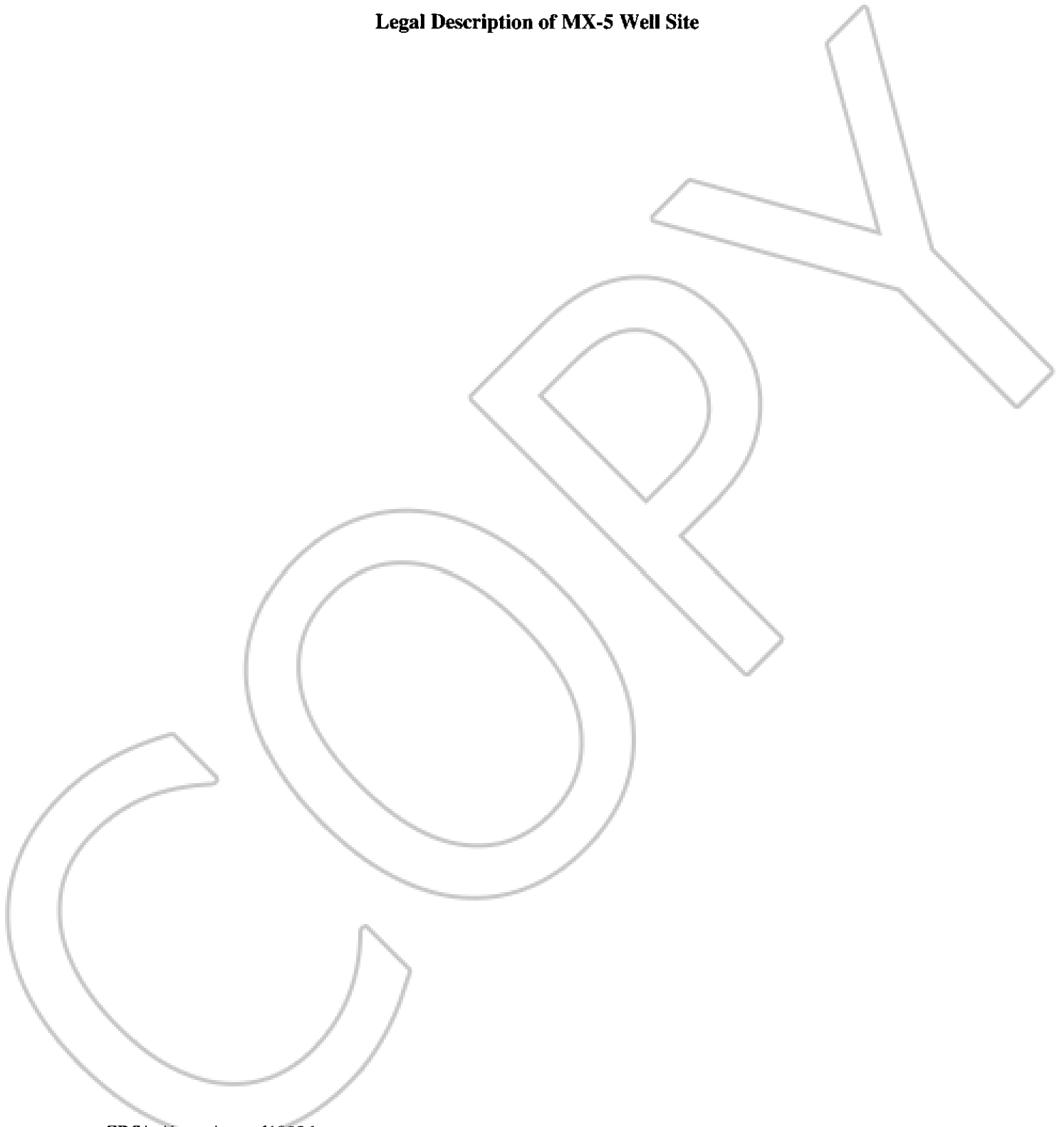
Dianne K. West
Notary Public





Exhibit A

Legal Description of MX-5 Well Site



**EXHIBIT A
LEGAL DESCRIPTION**

LYING WITHIN SECTIONS 23 AND 26, TOWNSHIP 13 SOUTH, RANGE 63 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON CORNER TO SAID SECTIONS 23 AND 26; THENCE ALONG THE EAST LINE OF SAID SECTION 26 SOUTH $00^{\circ}53'24''$ EAST, A DISTANCE OF 496.68 FEET TO THE CENTERLINE OF STATE HIGHWAY 168; THENCE ALONG SAID CENTERLINE, DEPARTING SAID EAST LINE NORTH $61^{\circ}02'25''$ WEST, A DISTANCE OF 74.72 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5,000.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID CENTERLINE, AN ARC LENGTH OF 491.99 FEET, THROUGH A CENTRAL ANGLE OF $05^{\circ}38'16''$; THENCE DEPARTING SAID CENTERLINE NORTH $00^{\circ}00'00''$ EAST, A DISTANCE OF 572.95 FEET; THENCE NORTH $89^{\circ}37'39''$ EAST, A DISTANCE OF 499.07 FEET TO THE EAST LINE OF SAID SECTION 23; THENCE ALONG SAID EAST LINE SOUTH $00^{\circ}00'57''$ EAST, A DISTANCE OF 332.42 FEET TO THE **POINT OF BEGINNING**.

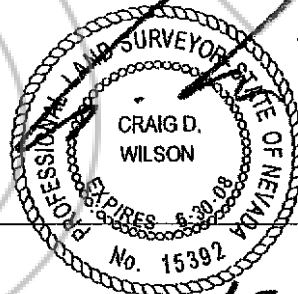
CONTAINING AN AREA OF 347,943 SQUARE FEET OR 7.99 ACRES, MORE OR LESS.

ATTACHED HERETO IS AN EXHIBIT LABELED "EXHIBIT A-1" AND BY THIS REFERENCE MADE A PART THEREOF.

BASIS OF BEARINGS

NORTH $00^{\circ}00'57''$ WEST - BEING THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 63 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN IN FILE 113, PAGE 55 OF PARCEL MAPS, ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

CRAIG WILSON, PLS 15392
Carter Burgess
6655 BERMUDA ROAD
LAS VEGAS, NEVADA 89119



4/18/07

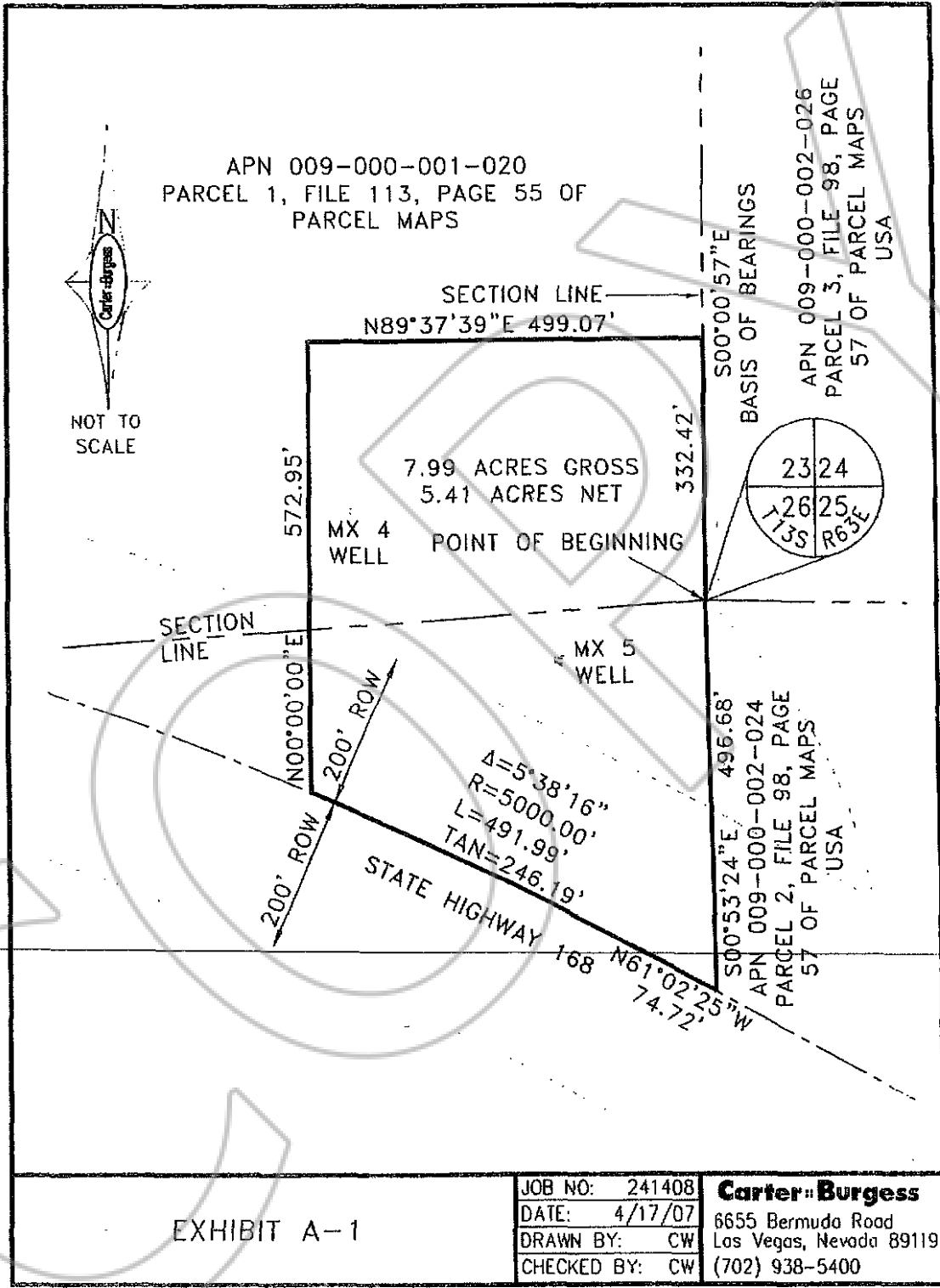




Exhibit B

Legal Description of CSI's Property

All that certain real property situated in Township 11 South, Range 63 East, M.D.M., County of Lincoln, State of Nevada, described as follows:

- Sec. 19, that portion lying easterly of the centerline of U.S. Highway 93;
- Sec. 20, all;
- Sec. 21, all;
- Sec. 22, all;
- Sec. 23, all;
- Sec. 24, W $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 25, W $\frac{1}{2}$ NW $\frac{1}{4}$;
- Sec. 26, all;
- Sec. 27, all;
- Sec. 28, all;
- Sec. 29, all; and
- Sec. 30, Lots 5, 6, 10, 11, 14 and 16, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$;
- Sec. 31, Lots 5, 10, 11, 12, 13, 18, 19 and 20, NE $\frac{1}{4}$;
- Sec. 32, all;
- Sec. 33, all;
- Sec. 34, all; and
- Sec. 35, all.

Note: A portion of the land in Secs. 19, 30 and 31 are currently held by CSI under a Lease.

All that certain real property situated in Township 12 South, Range 63 East, M.D.M., County of Lincoln, State of Nevada, described as follows:

- Sec. 2, W $\frac{1}{2}$;
- Sec. 3, all;
- Sec. 4, all;
- Sec. 5, all;
- Sec. 6, that portion lying easterly of the centerline of U.S. Highway 93;
- Sec. 7, that portion lying easterly of the centerline of U.S. Highway 93;
- Sec. 8, all;
- Sec. 9, all;
- Sec. 10, all;
- Sec. 11, W $\frac{1}{2}$;
- Sec. 14, W $\frac{1}{2}$;
- Sec. 15, all;
- Sec. 16, all;
- Sec. 17, all;
- Sec. 18, that portion lying easterly of the centerline of U.S. Highway 93;
- Sec. 19, that portion lying easterly of the centerline of U.S. Highway 93;



Sec. 20, all;
Sec. 21, all;
Sec. 22, all;
Sec. 27, all;
Sec. 28, all;
Sec. 29, that portion lying easterly of the centerline of U.S. Highway 93;
Sec. 32, that portion lying easterly of the centerline of U.S. Highway 93;
Sec. 33, all; and
Sec. 34, N $\frac{1}{2}$, SW $\frac{1}{4}$.

Note: A portion of the land in Secs. 4, 5, 6, 9, 15, 16, 21, 22, 27, 28, 33 and 34 are currently held by CSI under a Lease.

All that certain real property situated in Township 13 South, Range 63 East, M.D.M., County of Clark, State of Nevada, described as follows:

Parcels 1, 2, 3 and 4 as shown on that certain Parcel Map on file in File 112 of Parcel Maps, Page 30, and recorded June 22, 2006, in Book 20060622, as Instrument No. 3930, Official Records, Clark County, Nevada.

Note: The legal description set forth above reflects the anticipated fee land that will be owned by CSI in Lincoln County upon issuance of a final patent for the Lincoln County lands.