

**IN THE OFFICE OF THE STATE ENGINEER  
OF THE STATE OF NEVADA**

IN THE MATTER OF APPLICATIONS FOR )  
EXTENSIONS OF TIME FOR FILING PROOFS )  
OF COMPLETION AND BENEFICIAL USE )  
CONCERNING PERMITS 64977, 64978, 66400, )  
72700, 73428, 73429, 73430, AND 74327 )  
LOCATED WITHIN THE DRY VALLEY )  
HYDROGRAPHIC BASIN (95), WASHOE )  
COUNTY, NEVADA. )

**RULING**  
**#6487**

**GENERAL**

**I.**

Applications 64977 and 64978 were filed on March 24, 1999, by Intermountain Pipeline, Ltd., to appropriate a combined diversion of 1,450 acre-feet annually (afa) for municipal purposes, from Well A and B. The applications identified the place of use as Sections within T.21N., R.19E.; T.21N., R.18E.; T.20N., R.19E.; and T.20N., R.18E., M.D.B.&M, in an area commonly understood to be Lemmon Valley, which is predominantly located in the Lemmon Valleys (92A and 92B) with small portions in Sun Valley (86) and Warm Springs Valley (84) Hydrographic Basins. The time necessary to complete the diversion works and put the water to beneficial use was estimated to be 5 and 10 years, respectively. A portion of Permit 64977 was later changed by Permit 72700 and a portion of Permit 64978 was later changed by Permit 74327.<sup>1</sup>

**II.**

Application 66400 was filed on May 22, 2000, by Intermountain Pipeline, Ltd., to appropriate 1,550 afa for municipal purposes. The application identified the place of use to be the same as previously described for Applications 64977 and 64978. The time necessary to complete the diversion works and put the water to beneficial use was estimated to be 5 and 10 years, respectively. Portions of Permit 66400 were later changed by Permits 73428, 73429, and 73430.<sup>2</sup>

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<sup>1</sup> File Nos. 64977 and 64978, official records in the Division of Water Resources.

<sup>2</sup> File No. 66400, official records in the Division of Water Resources.

### III.

Permits 64977, 64978, and 66400 were granted on January 11, 2002, with a total combined duty not to exceed 2,996 afa. The permit terms for each permit required that Proof of Completion of Work be filed on or before February 11, 2005, and Proof of Beneficial Use be filed on or before February 11, 2007.<sup>3</sup>

### IV.

Application 72700 was filed on May 3, 2005, by Intermountain Water Supply, Ltd., to change the point of diversion and place of use of 1.38 cubic feet per second (cfs), not to exceed 996 afa, a portion of the underground water previously appropriated under Permit 64977. The application identified the place of use as Sections within T.24N., R.19E., M.D.B.&M. and T.24N., R.20E., M.D.B.&M., in an area commonly understood to be the Winnemucca Ranch in the northern part of the Warm Spring Valley Hydrographic Basin. The time necessary to complete the diversion works and put the water to beneficial use were estimated to be 2 and 10 years, respectively. Permit 72700 was granted on December 18, 2008, subject to State Engineer's Ruling 5897 and the total combined duty of the base right. The permit terms required that Proof of Completion of Work be filed on or before December 18, 2010, and Proof of Beneficial Use be filed on or before December 18, 2013.<sup>4</sup>

### V.

Applications 73428, 73429, and 73430 were filed on November 3, 2005, by Intermountain Pipeline, Ltd., to change the point of diversion of portions of the underground water previously appropriated under Permit 66400. Application 74327 was filed on May 23, 2006, by Intermountain Water Supply, Ltd., to change the point of diversion of 0.623 cfs, not to exceed 450.74 afa, a portion of the underground water previously appropriated under Permit 64978. The applications identified the place of use to be the same as previously described for Permit 64978. The time necessary to complete the diversion works and put the water to beneficial use was estimated to be 5 and 10 years, respectively. Permits 73428, 73429, 73430, and 74327 were granted on June 29, 2006, subject to State Engineer's Ruling 5622 and the total combined duty of

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<sup>3</sup> See File Nos. 64977, 64978, and 66400.

<sup>4</sup> File No. 72700, official records in the Division of Water Resources.

the base rights. The permit terms required that Proof of Completion of Work be filed on or before February 11, 2008, and Proof of Beneficial Use be filed on or before February 11, 2009, for each permit.<sup>5</sup>

## VI.

Permits 64977, 64978, 66400, 73428, 73429, and 73430 were later assigned from Intermountain Pipeline, Ltd., to Intermountain Water Supply, Ltd. and subsequently IWS Basin, LLC (hereafter, Intermountain).<sup>6</sup>

## VII.

The first Applications for Extension of Time to File Proof of Completion and Proof of Beneficial Use (Extension of Time) were filed and subsequently approved.<sup>7</sup> Intermountain continued to file Applications for Extension of Time every year, and each year the State Engineer approved the Extensions of Time.<sup>8</sup>

## VIII.

On December 18, 2014, Sierra Pacific Industries filed an objection to future extensions of time for Intermountain to file proof of completion stating that Intermountain was speculating in water and had no contract with the municipal water purveyor.<sup>9</sup> Intermountain submitted a response to the objections.<sup>10</sup> The State Engineer granted the requested extensions of time. Sierra Pacific Industries appealed the State Engineer's decision, and the decision was upheld by the District Court.<sup>11</sup>

## IX.

In December 2015, Sierra Pacific Industries pre-filed an objection to future extensions of time for Intermountain to file proof of completion stating that Intermountain should not qualify for future extensions of time for completion of work.<sup>12</sup>

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<sup>5</sup> File Nos. 73428, 73429, 73430, and 74327, official records in the Division of Water Resources.

<sup>6</sup> See File Nos. 64977, 64978, 66400, 72700, 73428, 73429, 73430, and 74327.

<sup>7</sup> *Id.*

<sup>8</sup> *Id.*

<sup>9</sup> *Id.*

<sup>10</sup> *Id.*

<sup>11</sup> See *Sierra Pacific Industries v. King*, 2nd Judicial Dist. Ct., Washoe Co., Nevada, CV15-01257 (Jan. 12, 2016).

<sup>12</sup> See File No. 64977.

## X.

Intermountain again filed Applications for Extension of Time to File Proof of Completion and Proof of Beneficial Use in early 2016.<sup>13</sup> Each application included a statement in opposition to the pre-filed objections of Sierra Pacific Industries; an affidavit by Robert W. Marshall, agent for Intermountain; and a list of expenditures incurred in 2015 and supporting invoices.<sup>14</sup> The State Engineer granted the extensions of time.<sup>15</sup> This decision was appealed, and upheld by the District Court, and appealed to the Supreme Court.<sup>16</sup> Ultimately, the Supreme Court reversed the decision of the State Engineer and remanded the applications for further consideration. The Court said that the anti-speculation doctrine applied to Applications for Extension of Time to file Proofs of Completion, and that the State Engineer must allow Intermountain to submit evidence of its agreements with third-parties that it relied on in the 2016 Applications for Extension of Time.<sup>17</sup>

## XI.

Pursuant to the remand instructions from the Supreme Court, the State Engineer held an administrative hearing on January 7, 2020. The State Engineer incorporated into the record the Record on Appeal (ROA) filed with the District Court in CV16-01378 in the Second Judicial District Court and admitted additional testamentary and documentary evidence from Intermountain. Also participating in the hearing were Sierra Pacific Industries and Buckhorn Land and Livestock. Based upon the evidence, testimony and arguments within this record, the State Engineer makes the following findings of fact, conclusions of law, and ruling.

### **FINDINGS OF FACT**

#### I.

Intermountain has filed Applications for Extension of Time to File Proof of Completion as the proof of completion has come due, for each permit, since 2005. In those first Applications for

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<sup>13</sup> See File Nos. 64977, 64978, 66400, 72700, 73428, 73429, 73430, and 74327.

<sup>14</sup> *Id.*

<sup>15</sup> *Id.*

<sup>16</sup> See *Sierra Pacific Industries v. State Engineer*, 135 Nev. \_\_\_\_ (May 2, 2019, Adv. Op. 13).

<sup>17</sup> *Id.*

Extension of Time, Intermountain cited the completion of an Environmental Impact Study as the basis for needing the additional time.<sup>18</sup> The State Engineer approved these extensions of time.<sup>19</sup>

## II.

Intermountain continued to file Applications for Extension of Time each year, giving various reasons for needing additional time, such as: project permitting and investigation with federal entities and negotiations with Truckee Meadows Water Authority (2007); consideration of changing the place of use to Marshall Ranch and Winnemucca Ranch, but “[u]ntil then, it is part of our project to take water to Lemmon Valley” and anticipation of finalized construction plans (2008).<sup>20</sup> In 2009 Intermountain stated that, “Economic conditions have reduced current demand for water in Lemmon Valley to near zero.” In the Application for Extension of Time filed in 2010, the reason for the request stated that “conditions have continued to deteriorate eliminating all current demand for water in the North Valleys.” This reasoning continued through the filings in February 2015.<sup>21</sup>

## III.

In December 2014 through February 2015, Intermountain applied for its 11th extensions of time, and noted that the economy still had not recovered and it was working to find investors or purchasers for the project. Sierra Pacific Industries filed an objection, stating that good cause did not exist to grant continued extensions of time, asserting that the anti-speculation doctrine barred any extension of time for the project and that the project involved water speculation. The State Engineer, in approving the extension, stated that he was giving consideration for the economic downturn but “the inability to secure a buyer in future requests for extension of time will not be considered good cause for extensions of time.”<sup>22</sup>

## IV.

Before Intermountain could file its applications for a 12th extension of time, Sierra Pacific Industries pre-filed objections to future extensions of time. The objection stated that

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<sup>18</sup> See File Nos. 64977, 64978, and 66400.

<sup>19</sup> *Id.*

<sup>20</sup> See File No. 64977.

<sup>21</sup> See File Nos. 64977, 64978, 66400, 72700, 73428, 73429, 73430, and 74327.

<sup>22</sup> *Id.*

Intermountain was speculating in water because it had no intention of putting the water to beneficial use itself; Intermountain could not demonstrate good faith and reasonable diligence required under NRS 533.380; that there was no demand for Intermountain's water; and that Sierra Pacific Industries was prepared to put the water to beneficial use under its pending applications in the Dry Valley Hydrographic Basin.<sup>23</sup>

#### V.

On March 8, 2016, Intermountain filed its Applications for Extension of Time. The only evidence submitted by Intermountain of its reasonable diligence in the prior year was the affidavit of Robert Marshall, along with its supporting records.<sup>24</sup> In the affidavit, Mr. Marshall stated that in the prior year Intermountain had entered into an option contract with two firms experienced in water systems development; had reached an agreement with Utilities Inc., Nevada and Arizona (Utilities Inc.) to distribute water to customers in Cold Springs, which is within the Cold Springs Valley Hydrographic Basin (100); and had engaged in negotiations with developers interested in using the water, and that Intermountain expected to have agreements in hand within three to four months.<sup>25</sup>

#### VI.

As stated in the March 2016 affidavit, Intermountain entered into a contract with Galileo NV, LLC (Michael Monheit) and Baran Global Engineering Ltd. (Stephen Senter), together Galileo NV and Baran Global.<sup>26</sup> The contract was titled "Option and Water Rights Purchase Agreement" (Option Agreement), and was dated November 3, 2015.<sup>27</sup> The Option Agreement was only for the option part of the agreement requiring a \$20,000 payment for a three-month exclusivity period, with a single three-month extension for an additional \$20,000.<sup>28</sup> The terms of

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<sup>23</sup> See File No. 64977.

<sup>24</sup> Exhibit 1003, Affidavit of Robert Marshall in support of Applications for Extension of Time; see also File Nos. 64977, 64978, 66400, 72700, 73428, 73429, 73430, and 74327.

<sup>25</sup> *Id.*

<sup>26</sup> Exhibit 1000, Option and Water Rights Purchase Agreement; transcript 19:1-21:8.

<sup>27</sup> Ex. 1000.

<sup>28</sup> *Id.*, Recitals E.

the Option Agreement contemplated that the water would be put to beneficial use in Cold Springs, while acknowledging that the place of use on Intermountain's permits was Lemmon Valley.<sup>29</sup>

Galileo NV and Baran Global made the \$20,000 payment for the initial option period around November 6, 2015, and the three-month period expired approximately February 8, 2016.<sup>30</sup> Around February 2, 2016, Galileo NV and Baran Global asked to renegotiate the terms for the extended option period.<sup>31</sup> Galileo NV and Baran Global and Intermountain were not able to reach an agreement on the new terms. The initial option period expired without Galileo NV and Baran Global seeking an extension of the option, and the Option Agreement lapsed.<sup>32</sup>

## VII.

The March 2016 affidavit had also stated that Intermountain had reached an agreement with Utilities Inc. for distribution of water in Cold Springs Valley (Water Banking Agreement), and that the parties were in the process of signing a contract.<sup>33</sup> In fact, Intermountain and Great Basin Water Company (Great Basin Water)<sup>34</sup> did not sign any agreement until May 2017.<sup>35</sup>

Mr. Marshall testified in the January 2020 administrative hearing that it was his understanding that Intermountain and Utilities Inc. had reached an agreement on the terms of the Water Banking Agreement even though the contract could not be completed without a contract from a developer interested in the water rights.<sup>36</sup> Mr. Marshall represented that the agreement with Utilities Inc. was reached in January 2016;<sup>37</sup> his first meeting with the entity that eventually signed as developer occurred in December 2016.<sup>38</sup>

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<sup>29</sup> *Id.*, Exhibit C to Option Agreement, recital 5.

<sup>30</sup> Exhibit 1002, Receipt of payment; 21:16-22:10.

<sup>31</sup> 22:12-15; 24:4-7; 69:3-7.

<sup>32</sup> 24:22-25:4.

<sup>33</sup> Ex. 1003; 25:8-22.

<sup>34</sup> Great Basin Water Company, Cold Springs Division, is the successor to Utilities Inc. of Nevada. The Nevada Public Utilities Commission approved the change in approximately 2016.

<sup>35</sup> Intermountain provided a copy of the agreement, "Water Banking and Trust Agreement," dated May 26, 2017. Ex. 1002.

<sup>36</sup> 46:18-49:2; 50:11-20; 53:2-6; 70:11-15; 76:17-23.

<sup>37</sup> 80:24-81:8.

<sup>38</sup> 47:15-18.

Mr. Marshall testified that having a developer was a necessary pre-requisite to signing the agreement with Great Basin Water.<sup>39</sup> Intermountain would only convey its water rights to Great Basin Water once Intermountain had an agreement with a developer and had a signed contract with Great Basin Water.<sup>40</sup> Additionally, Intermountain needed to have the contract with the developer before Great Basin Water would apply to the Public Utilities Commission to annex additional land into its service area.<sup>41</sup> Once in place, the Water Banking Agreement required that Intermountain transfer its rights to Great Basin Water to be held in trust, subject to annexation of new service areas by Great Basin Water and changing the permitted place of use to Cold Springs Valley.<sup>42</sup>

### VIII.

The March 2016 affidavit stated that Intermountain had engaged in negotiations with developers and expected to “have Developer agreements in hand within three to four months.”<sup>43</sup> In both the affidavit and in Mr. Marshall’s testimony, the expectation was that the water would be used in Cold Springs. The affidavit stated that most of the developers’ projects were in the City of Reno.<sup>44</sup> Mr. Marshall also testified that prior to the recession the growth was occurring in Lemmon Valley, but as the economy improved, in around 2014 or 2015, he saw development occurring in Cold Springs and sought out developers there.<sup>45</sup>

### IX.

The places of use for Intermountain permits at issue in this matter are predominantly located in the Lemmon Valley Hydrographic Basin, with small portions in the Warm Springs and Sun Valley Hydrographic Basin or in the northern part of the Warm Springs Valley Hydrographic Basin.<sup>46</sup> Mr. Marshall testified that the Option Agreement and the Water Banking Agreement required that Intermountain apply to have the place of use for all the permits changed to the Cold

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<sup>39</sup> 83:3-5.

<sup>40</sup> 53:14-17.

<sup>41</sup> 55:2-6, reading from Ex.1002.

<sup>42</sup> Ex. 1002, §7 at 16.

<sup>43</sup> Ex. 1003; 39:17-40:4; 83:9-85:7.

<sup>44</sup> Ex. 1003.

<sup>45</sup> 89:1-15; 92:12-23.

<sup>46</sup> See File Nos. 64977, 64978, 66400, 73428, 73429, 73430, and 74327 in Lemon Valley, and 72700 in Winnemucca Ranch.



Spring Valley Hydrographic Basin.<sup>47</sup> In the expired Option Agreement, the recitals state that Intermountain had been working with Utilities Inc. to use the water for planned developments in Cold Springs; that Intermountain had been in discussions with developers in Cold Springs; and that Galileo NV and Baran Global would support Intermountain in its application to the State Engineer to change the place of use of its water rights.<sup>48</sup>

The final writing representing the Water Banking Agreement that Intermountain had negotiated with Utilities Inc., states that Great Basin Water operates a municipal water distribution system in Cold Springs; that Intermountain holds permits for water currently permitted for use in Lemmon Valley, but Intermountain planned to file change applications to expand the place of use to include Cold Springs; and that the developer necessary to finalize the agreement with Utilities Inc. was required to own a project located in Cold Springs.<sup>49</sup>

Mr. Marshall also testified at several points that because development had not resumed in Lemmon Valley after the economy started to recover, he intended to focus on putting the water to use in Cold Springs, as early as 2014 or 2015.<sup>50</sup> His efforts, on behalf of Intermountain, to secure an end user for the water, were no longer limited to the place of use identified in the Intermountain permits.

Mr. Marshall testified about the regional water plan, and his position appeared to be that the place of use for the permits should be interpreted to mean anywhere in the area north of Reno where development was occurring or anticipated to occur. Mr. Marshall testified that the Intermountain pipeline project originated to bring additional water to “the North Valleys area of Reno[,]”<sup>51</sup> which Mr. Marshall opines to include both Lemmon Valley and Cold Springs.<sup>52</sup> When describing the project, Mr. Marshall said:

... that was the genus of the project, it was to take water to the area out there where the growth was. It wasn't specifically limited to Lemmon Valley or Golden Valley or Cold Springs. **It was an area permit.** Now, I understand that there was some

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<sup>47</sup> 94:14-95:14.

<sup>48</sup> Ex. 1000, at pages 1 and 5.

<sup>49</sup> Ex. 1002, at pages 1-4.

<sup>50</sup> 28:3-4; 30:11-14; 89:1-90:11; 92:13-93:19.

<sup>51</sup> 35:23-36:15.

<sup>52</sup> 38:17-20.

definitive lines that were put in initially, but the intent from the very beginning... is that our water can be used in the areas where growth is occurring in the area called North Valleys.<sup>53</sup>

The State Engineer finds that the place of use for the subject permits is limited to the place of use designated in the permit. The State Engineer further finds that Intermountain intended to put its water to beneficial use in an area outside of the place of use designated in the subject permits.

### CONCLUSIONS OF LAW

#### I.

An application for the extension of time within which to complete construction work needed to place water to beneficial use must be accompanied by proof and evidence of the good faith and reasonable diligence with which the applicant is pursuing the perfection of the application.<sup>54</sup> The measure of reasonable diligence is the steady application of effort to perfect the application in a reasonably expedient and efficient manner under all the facts and circumstances.<sup>55</sup> Work on one feature of the project or system may be considered in finding that reasonable diligence has been shown in the development of water rights for all features of the entire project or system.<sup>56</sup>

#### II.

In *Sierra Pacific Industries v. State Engineer*, the Court adopted the reasoning of the Colorado Supreme Court that the anti-speculation doctrine applies to evidence of reasonable diligence in perfection of water rights.<sup>57</sup> Expanding its reasoning from its earlier decision in *Bacher*, the Court said that the beneficial use requirement considered in an original application is still present in the extension of time under NRS 533.380. Therefore, the permittee seeking an extension of time to perfect a water right must also demonstrate a formal relationship with a third party that intends to apply the water to beneficial use.<sup>58</sup> However, an option contract is too abstract to overcome the anti-speculation doctrine because the end-user could elect to purchase the

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<sup>53</sup> 39:3-12.

<sup>54</sup> NRS 533.380(3)(b).

<sup>55</sup> NRS 533.380(6).

<sup>56</sup> *Id.*

<sup>57</sup> *Sierra Pacific, supra.*

<sup>58</sup> *Id.* at 9.

water rights in full, in part, or not at all, making the option contract too speculative.<sup>59</sup> As a result, a generic option contract does not save an applicant from the anti-speculation doctrine.

### III.

Under the facts here it is not necessary to reach a discussion of whether the contract Intermountain had with Galileo NV and Baran Global was specific enough to overcome the anti-speculation doctrine because any contract between them ceased to exist at the time of the 2016 Applications for Extension of Time. In 2016, Mr. Marshall stated in his affidavit that Intermountain had entered into an Option Agreement in 2015 with two engineering and construction firms that we now know are Galileo NV and Baran Global. The contract stated that the option period was for a period of “three calendar months from the Effective Date, ending on the same day of the third month.” Thus, the option period expired by operation of the contract language on February 3, 2016. Mr. Marshall testified that he was in negotiations with representatives of Galileo NV and Baran Global to change the terms of the contract, but at the time that Intermountain filed its Applications for Extensions of Time on March 4, 2016, there was no agreement in place concerning the purchase of Intermountain’s municipal water project.

### IV.

Neither was there a contract in place with Utilities Inc. An enforceable contract requires that the parties reach mutual agreement on the material terms of the contract.<sup>60</sup> A term is material if it is essential to the contract. However, a contract can be formed when the parties have agreed to the material terms, even though the contract’s exact language is not finalized until later.<sup>61</sup> Mr. Marshall testified that the agreement with Utilities Inc. was not signed because he had not entered into a contract with any developer requiring water service from Utilities Inc.<sup>62</sup> Because the contract with the developer was a material term of the agreement, when Intermountain submitted Mr. Marshall’s affidavit in support of its Applications for Extensions of Time in March 2016, there was no contract with Utilities Inc.

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<sup>59</sup> *Id.* at 10, citing *Front Range Resources, LLC. v. Colorado Ground Water Commissioner*, 415 P.3d 807 (Colo. 2018).

<sup>60</sup> *May v. Anderson*, 121 Nev. 668, 119 P.3d 1254, 1257 (2005), citing *M&D Balloons, Inc. v. Courtaulds, PLC*, No. 90-C-834, 1990 WL 186077, \*3 (N.D.Ill. Nov. 21, 1990).

<sup>61</sup> *Id.*, citing *Higbee v. Sentry Ins. Co.*, 253 F.3d 994, 998 (7th Cir. 2001).

<sup>62</sup> *See, e.g.*, 48:2-49:2, 50:11-20.

The State Engineer concludes that Intermountain did not have an enforceable contract with Utilities Inc., and the prospect of eventually formalizing the agreement sometime later upon securing an interested developer, is too speculative to satisfy the certainty required by *Sierra Pacific*.<sup>63</sup>

#### V.

An application for the extension of time to put water to beneficial use for municipal or quasi-municipal use of water, requires that the State Engineer consider only the place of use designated in the permit.<sup>64</sup> The State Engineer must determine if the permittee has proceeded in good faith and with reasonable diligence in placing the water to beneficial use for the purpose, and on the land, for which the right was granted.<sup>65</sup> In *Desert Irrigation*, the developer sought to change the place of use of unused water to a new location about six miles away and outside the place of use of the permit.<sup>66</sup> The Court upheld the State Engineer's determination that the new location was not a part of the place of use under the permit and could not be considered in taking action on the application for extension of time under the permit.<sup>67</sup>

#### VI.

Here, the evidence now before the State Engineer shows a clear intent for Intermountain to put the water to beneficial use within a location outside of its permitted place of use. Each of Intermountain's permits at issue, is for a place of use within Lemmon Valley or Marshall Ranch and Winnemucca Ranch.<sup>68</sup> Both of the deals upon which Mr. Marshall relied in his affidavit supporting the application for extension of time demonstrated the intent of Intermountain that it apply to the State Engineer to change the place of use of its water rights. The State Engineer concludes that Intermountain did not proceed in good faith and with reasonable diligence in

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<sup>63</sup> The testimony given at the January 2020 administrative hearing was that Intermountain secured a developer in December 2016 and finalized the agreement with Utilities Inc.'s successor, Great Basin Water, in May 2017. Because this is outside the time period for consideration of the 2016 Applications for Extensions of Time, the State Engineer will not further analyze the sufficiency of the decision with Great Basin Water under the anti-speculation doctrine at this time.

<sup>64</sup> *Desert Irrigation, Ltd. v. State*, 113 Nev. 1049, 944 P.2d 835 (1997).

<sup>65</sup> NRS 533.380(3).

<sup>66</sup> *Desert Irrigation*, 113 Nev. at 1052.

<sup>67</sup> *Id.* at 1057.

<sup>68</sup> See File Nos. 64977, 64978, 66400, 72700, 73428, 73429, 73430, and 74327.

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placing its water to beneficial use for the purpose, and on the land, for which the rights were granted.

**RULING**

The subject applications for extension of time are denied. Permits 64977, 64978, 66400, 72700, 73428, 73429, 73430, and 74327 are hereby cancelled.

Respectfully submitted,



TIM WILSON, P.E.  
State Engineer

Dated this 31st day of

July, 2020.