

Tariff No. 1-W (Water)

RULE NO. 6

DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

E. RESTRICTIONS ON RESIDENTIAL SERVICE DISCONTINUANCE (Continued)

2. Elderly

Utility may not terminate service to a customer who is elderly or who is a person with a disability, or whose household includes a person who is elderly or a person with a disability, unless the utility has notified the customer or another adult resident of the customer's household in person or by telephone at the address where service is provided at least forty-eight (48) hours before the date upon which the termination would occur.

3. Postponement of Termination during Forecasted Period of Extreme Heat

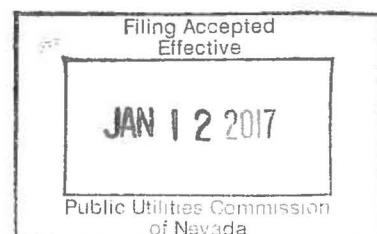
- a. If utility intends to terminate service to a customer because of nonpayment, the utility or landlord shall postpone the termination if the termination would occur during a forecasted period of extreme heat for the local geographical area which encompasses the location where service is provided and which typically experiences similar temperature conditions as the location where service is provided.
- b. As used in this section:
 - i. "Forecasted period of extreme heat" means any period of twenty (24) hours for which the National Weather Service has issued a forecast predicting that, at some point during the period of twenty (24) hours, the outside temperature will be 105 degrees Fahrenheit or higher;
 - ii. "National Weather Service" means the National Weather Service of the National Oceanic and Atmospheric Administration of the United States Department of Commerce.

4. Weekend and Holiday Discontinuance of Service

Utility shall not discontinue service on a weekend or a holiday or the day prior to a weekend or holiday unless such discontinuance is to be made pursuant to Sections (a) and (b) of Paragraph C.1 above.

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Wendy Barnett, President
Great Basin Water Co.



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RULE NO. 6
DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

F. RESTORATION OF SERVICE

When services are restored for any reason, a person 18 years of age or older must be present in the premises. At the Utility's discretion a waiver may be signed by the customer in lieu of having an adult present.

G. REFUSAL TO SERVE

1. Conditions for Refusal

Utility may refuse to serve an Applicant for service under the following conditions:

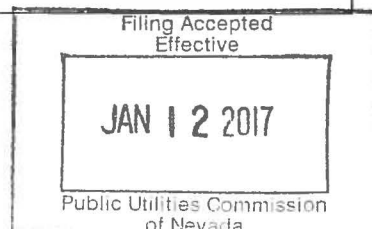
- a. If the Applicant fails to comply with any of the rules as filed with the Public Utilities Commission of Nevada.
- b. If the intended use of the service is of such a nature that it will be detrimental or injurious to existing Customers.
- c. If, in the judgment of Utility, Applicant's installation for utilizing the service is unsafe or hazardous or subject to freezing, or of such a nature that satisfactory service cannot be rendered.
- d. Where service has been discontinued for fraudulent use, Utility will not serve an Applicant or Customer at any location until a determination has been made that all conditions of fraudulent use or practice have been corrected and any fees, rates or charges for said fraudulent use are paid in full to the Utility, including any penalties assessed under Rule No. 15.

2. Notification to Customers

When an Applicant is refused service under the provisions of this rule, the Utility will notify such Applicant promptly of the reason for the refusal to serve and of the right of the Applicant to appeal Utility's decision to the Public Utilities Commission of Nevada.

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DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

H. DEFERRED PAYMENTS

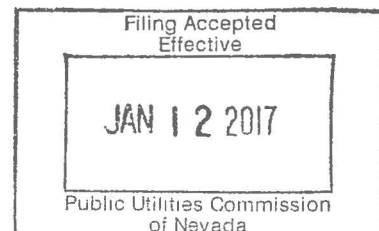
1. Prior to terminating residential water service to a Customer, the Utility shall offer the Customer a program for deferred payments. The repayment program shall require the customer to:
 - a. Pay all arrearages within sixty (60) days of the date the agreement is executed through three equal payments.
 - b. Make the first payment at the time the agreement is executed. The agreement shall establish dates for the other two payments.
 - c. Pay all future bills when due.
2. If the Customer fails to make any payment due under the agreement, the Utility may terminate the Customer's residential water service with twenty-four (24) hours of providing notice to the Customer and without offering another deferred payment plan for the arrearage that caused the service to be terminated.
3. The Utility is not obligated to offer a Customer more than two (2) deferred payment plans in any twelve (12) month period.
4. If a customer does not request a deferred payment plan prior to the termination of service, that Customer must pay all arrearages in full prior to service being restored.

I. EXTENDED VOLUNTARY DISCONTINUANCE OF SERVICE
NOT APPLICABLE TO SPANISH SPRINGS

A customer that requests the restoration of service within nine (9) months of requesting the discontinuance of service at the same premise shall pay to the Utility prior to the restoration of service an amount equal to the monthly service charge for the class and type of service to the premise for each of the months service was discontinued.

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RULE NO. 7
INFORMATION AVAILABLE TO THE PUBLIC

A. GENERAL INFORMATION

The Utility will maintain, open for public inspection at its commercial office, pertinent information regarding the services rendered, including the following:

1. Characteristics of Water

A description in writing of the quality of water to be furnished in the form of the annual Consumer Confidence Report (CCR)

2. Rates and Rules

A copy of the tariff schedules consisting of rates, general rules of the Utility, service area maps and forms of contracts and applications applicable to the territory served from that office.

3. Water Conservation

A copy of the Water Conservation Plan.

B. TARIFF RATES

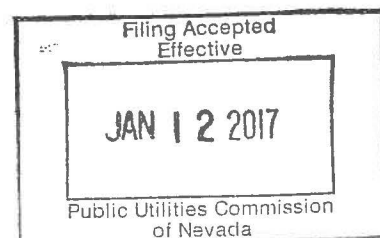
The Utility will provide information to every Applicant regarding the tariff rate applicable to the Applicant.

C. NEW OR REVISED RATES

Should new or revised rates be established according to law, the Utility will duly notify all Customers affected in Rule No. 4 of these Tariffs.

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RULE NO. 8
CONTINUITY OF SERVICE

A. EMERGENCY INTERRUPTIONS

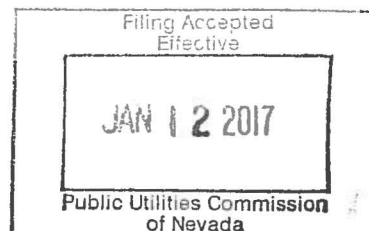
1. The Utility will make all reasonable efforts to prevent interruptions to service and when such interruptions occur will endeavor to re-establish service with the shortest possible delay consistent with the safety to its Customers and the general public.
2. Where an emergency interruption of service affects the service to any public fire protection device, the Utility will promptly endeavor to notify the Fire Chief or other public official responsible for fire protection of such interruption and of subsequent restoration of normal service.
3. The Utility will not be liable for interruption or shortage or insufficiency of supply or any loss or damage of any kind or character occasioned thereby, if same is caused by Act of God, fire, strike, riot, war, accident, breakdown, action by governmental body or any other cause beyond the control of the Utility.
4. Under disaster conditions the Utility will cooperate to the fullest extent with the governmental agency having authority in the area.

B. SCHEDULED INTERRUPTIONS

1. Whenever the Utility finds it necessary to schedule an interruption to its service, it will, where feasible, notify all Customers to be affected by the interruption, stating the approximate time and anticipated duration of the interruption. Scheduled interruptions will be made at such hours as will provide least inconvenience to the Customers consistent with reasonable Utility operations.
2. Where public fire protection is provided by the mains affected by the interruptions, the Utility will promptly endeavor to notify the Fire Chief or other officials responsible for fire protection, stating the approximate time and anticipated duration. In addition, the Fire Chief or other officials responsible for fire protection will be notified promptly upon restoration of service.

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Great Basin Water Co.
1240 E. State St., Ste. 115
Pahrump, NV 89048

ORIGINAL PUCN Sheet No. 38
Cancels
PUCN Sheet No. ___

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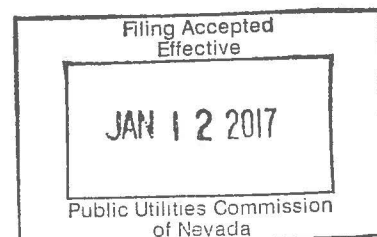
RULE NO. 8
CONTINUITY OF SERVICE (Continued)

C. APPORTIONMENT OF SUPPLY DURING TIMES OF SHORTAGE

During the time of threatened or actual water shortage, the Utility will apportion its available water supply among its Customers as directed by the Public Utilities Commission of Nevada. In the absence of direction from the Commission, the Utility will apportion the supply in the manner which appears most equitable under circumstances then prevailing and with due regard to both the physical characteristics of the water system as well as public health and safety.

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Tariff No. 1-W (Water)

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS

A. APPLICABILITY

The terms and conditions of this Rule No. 9 apply throughout Utility's service area as defined by Rule No. 17.

Under the provisions of this rule, Utility shall make extensions and/or alterations of its water system to serve applicants requesting service within Utility's service area. In appropriate cases, as defined in Section C, Applicants shall be required to pay their pro-rata share of existing facilities. The Yard Piping and House Piping are not part of Utility's system, and may be subject to inspection by Utility at the discretion of Utility, and always be the responsibility of the Applicant. Other applicable Rules are: Rule No. 15, Service Connections; Schedule WSCONN-1, (Cold Springs); WSCONN-2, (Pahrump); WSCONN-4 (Spanish Springs); and WSCONN-3, (Spring Creek) for Service Connection Charges; Rule No. 10, Fire Protection; and Rule No. 21, Water Rights. The payment of any other charge or rate under any other tariff schedule does not relieve an Applicant of its responsibility, as set forth in this Rule No. 9, to bear all the costs of extending water service.

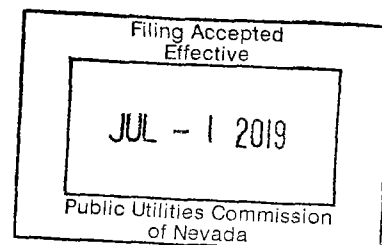
Applicants for service within Utility's service area requiring extensions and/or alterations hereunder of the water system of Utility may be permitted to construct and install such extension and/or alteration under the provisions of this rule provided such construction and installation are performed by a qualified contractor, subject to inspection and acceptance by Utility at the discretion of the Utility. Otherwise, extensions and/or alterations hereunder of the water system of Utility will be performed by the Utility or the Utility's designee at the Applicant's expense.

B. COST

All costs of such extensions and/or alterations including, but not limited to, design costs, construction costs, updating mapping, including but not limited to: service territory, Point of Use and infrastructure maps, electronically or otherwise as determined by the Utility, inspection fees and third party costs for associated professional fees incurred by Utility under this Rule No. 9 in connection with an application to serve an individual customer or an application by the Developer of a Development shall be paid for by the Applicant.

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RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

C

B. COST (Continued)

All Rule No. 9 costs or contributions may be increased by the appropriate tax liability factor as contained in the Commission's tax rule (NAC 704.6532) when the payments are determined to be taxable by Utility, the Internal Revenue Service or other appropriate taxing entity.

The cost of all extensions and/or alterations made hereunder shall consist of the transmission and distribution facilities required to provide such service which among other things, shall include all mains, valves, fittings, regulator stations, booster pumps, reservoirs, supply, treatment facilities, service pipes and other facilities and appurtenances.

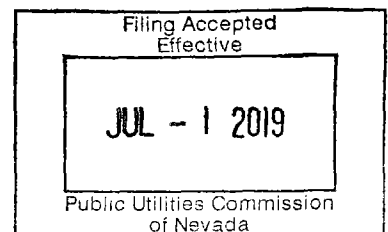
The cost of all extensions and/or alterations made hereunder shall also include Utility's cost for all regulatory, environmental and other fees, federal income taxes, engineering, permitting, inspection, testing, material, labor, transportation, net retirement costs of existing facilities if retired, associated overheads and other charges which are related to the extensions and/or alterations, including any modification or improvement of existing facilities which is required to provide adequate service.

C. COLLECTION AND DISTRIBUTION OF REAPPORTIONMENT PAYMENTS

1. The Utility shall collect a Reapportionment Payment from a subsequent Applicant when the subsequent Applicant connects directly to a Line Extension or Modification within 15 years after the date on which the Utility executed the Line Extension Agreement for the Line Extension or Modification. For the purpose of this Section C of Rule No. 9, a subsequent Applicant "connects directly" to a Line Extension or Modification only when the Service Connection furnished by the Utility under Rule No. 15 connects to the Line Extension or Modification which extends across the full length of the Applicant's property line.

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RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

C

C. COLLECTION AND DISTRIBUTION OF REAPPORTIONMENT PAYMENTS
(Continued)

2. The Reapportionment Payment collected by the Utility shall be determined using the following formula:

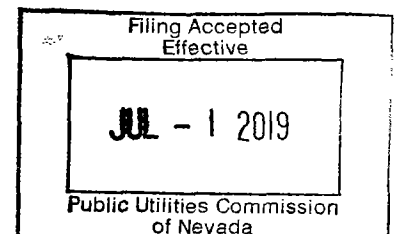
$$\frac{X * (1 + (N*.03))}{Y} = Z$$

where:

- X = Line Extension Cost as specified in the Proof of Costs.
N = The number of years since the execution of the Line Extension Agreement.
Y = The number of Service Connections, including the original Applicant and the subsequent Applicant from whom a Re-apportionment Payment is being collected, that connects to the Line Extension or Modification. If the Utility and the Applicant agree, the Utility shall use the linear footage as the basis for Reapportionment instead of the number of Service Connections and shall document the same in the Line Extension Agreement.
Z = The Re-apportionment Payment.
3. The Utility shall distribute the Reapportionment Payment equally between the original Applicant and any subsequent Applicants (excluding the person from whom a Reapportionment Payment is being collected). Reapportionment Payments will be based on the number of lots or, at the Utility's and Applicant's mutual written agreement prior to dedication of the Line Extension or Modification by some other means including but not limited to linear footage of property lines and the omission of some Line Extension Cost.
4. The sum of Reapportionment Payments made to an Applicant shall not exceed the total amount paid for the line extension by the original applicant as depicted in the Proof of Costs.

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(Continued)

D. GENERAL PROVISIONS

1. Facilities

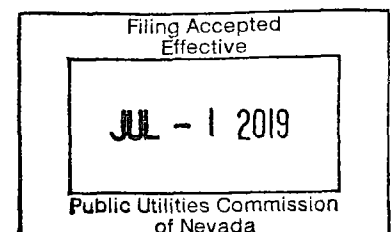
- a. All facilities, including meter and meter box, installed by Utility and/or Applicant hereunder except for the Yard Piping and House Piping shall be assigned to and remain the sole property of Utility.
- b. Size, type, quality of material and location of facilities hereunder shall be selected by Utility.
- c. Where either final grades of roads, streets and/or alleys, in the proximity of proposed extensions, have not been established and there is a reasonable probability that said grades or alignments will be changed within three (3) years, Utility will require that Applicant deposit cash, subject to appropriate interest of NRS 704.655, or provide an acceptable bond or other guaranty thirty (30) days prior to commencement of construction of the extension and/or alteration, in the amount of Utility's estimated cost of relocation. Upon completion of any such relocation which is made within three (3) years of the date of the original extension and/or alteration, Applicant shall advance in cash the amount of Utility's actual cost incurred in making the relocation. Where the deposit shall be adjusted within three (3) years of the date of such deposit by Applicant or Utility to reflect Utility's actual costs incurred in making the relocation, the balance, if any, shall be refunded to such Applicant.
- d. All premises served by Utility shall have pipe extensions to extend the full length of the Customer's property line. Each lot shall be separately metered pursuant to Rule No. 15.

2. Easements, Rights-of-Way and Permits

- a. Utility shall only permit extensions under this Rule No. 9 when such extension will be located in a public street, road or highway which Utility has the legal right to occupy or on public lands and private property across which rights-of-way, easements or permits satisfactory to and in favor of Utility, have been delivered in recordable form to Utility. If required by Utility, an ALTA policy of title insurance shall be delivered to Utility showing Utility's easement or other interest to be free of all prior liens or encumbrances.

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EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

C

D. GENERAL PROVISIONS (Continued)

2. Easements, Rights-of-Way and Permits (Continued)

- b. Utility shall not be required to purchase rights-of-way for extensions and/or alterations made under the provisions of this rule.
- c. The responsibilities for Right of Ways and recordation of easements with accurate legal descriptions performed by a Nevada licensed surveyor are the Applicant's.

3. Oversizing

The Applicant must agree to upsize facilities specified by the Utility or the Utility's engineer. If an Applicant Installation, the Applicant will be reimbursed Utility's estimated cost difference of the upsized facility or infrastructure to provide adequate service. If a Utility Installation, the final cost of the line extension will be reduced by the Utility's estimated cost difference of the upsized facility versus the infrastructure necessary to provide adequate service. This cost will consist of:

- a. Utility's estimated additional cost to install the oversized facility;
- b. Utility's estimated additional cost to provide and install extra trench and backfill required for the oversized facility.

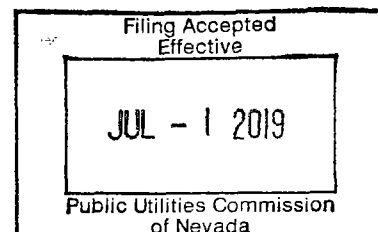
If an Applicant Installation, the Applicant will be reimbursed the cost of oversizing no later than thirty (30) days after Utility acceptance of the infrastructure.

4. Disagreements or Disputes

- a. In case of disagreement or dispute regarding application of any provision of this rule, or in circumstances where application of this rule appears unreasonable to either party, Utility or Applicant may refer the matter to the Public Utilities Commission of Nevada for determination.

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(Continued)

C

D. GENERAL PROVISIONS (Continued)

4. Disagreements or Disputes (Continued)

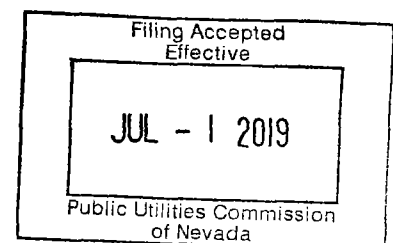
- b. In the event noted in Section D.4.a., above, both Applicant and Utility shall make such advance(s) as otherwise required hereunder and Applicant or Utility, whichever is the responsible party, shall proceed with the construction and installation of the extension and/or alteration required to provide the requested service.

5. Special Provisions

- a. All Applicants requesting service under the provisions of this Rule No. 9 shall be provided details of estimated costs and other data setting forth the terms and conditions under which Utility shall make extensions and/or alterations hereunder.
- b. All Applicants requesting deviation from any of the terms and conditions of this Rule No. 9 shall be required to enter into a written extension agreement containing the terms and conditions under which Utility shall make the extension and/or alteration. Such agreement shall be filed for approval with the Public Utilities Commission prior to commencement of construction. Construction of facilities, however, may commence if agreed in writing by both parties.
- c. Subject to Utility approval of assignee, any application for service entered into under this Rule No. 9 may be assigned upon written notice to Utility by the holder of said application for service, as shown on Utility's records.
- d. Construction may not commence until all permits including a UEPA, if necessary, are obtained.

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(Continued)

C

D. GENERAL PROVISIONS (Continued)

5. Special Provisions (Continued)

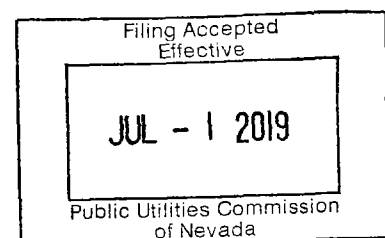
- e. Construction not may begin until the Applicant has executed a legally binding agreement with the Utility for the line extension and all tariff fees pertaining to the project are paid to the Utility.
- f. Utility will provide for a 90 day grace period prior to dedication of any water rights required pursuant to Rule No. 21 of this tariff starting from the date of the exccuted agreement, but; in no circumstances will service be provided prior to the dedication of necessary water rights.

E. ENGINEERING AND PLAN REVIEW

- 1. The Applicant must initially provide Utility with plans and load information in a timely manner to allow Utility to develop detailed plans, costs and a construction schedule.
- 2. All design, plans and specifications shall be:
 - a. Prepared and wet-stamped at the Applicant's expense by a Nevada Licensed Engineer approved by the Utility;
 - b. Shall be accompanied by survey maps to suitable scale and AutoCAD compatible files showing street, easement and lot layouts, and if requested by Utility, contours or other indications of relative elevations of various parts of the area to be developed;
 - c. As requested by Utility, Applicant shall furnish any required property ownership, property description, plot plan or record of survey information concerning the area to be served under the provisions of this rule.

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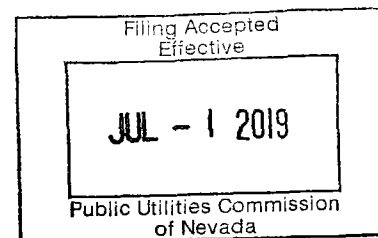
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E. ENGINEERING AND PLAN REVIEW (Continued)

- d. At a minimum, as approved at the sole discretion of the Utility and Utility's Engineer, to Utility's Standards and Specifications and the governmental standards of the authority(s) with jurisdiction, including State Fire Protection requirements pursuant to Rule No. 10, with the most stringent requirements being applicable;
 - e. Approved by Utility as well as other utilities and government agencies with jurisdiction.
3. Utility Plan Review requirements shall be:
- a. Performed at the Applicant's expense by a Nevada Licensed Engineer approved by the Utility;
 - b. May be waived upon written agreement of the Utility and Applicant with the Applicant assuming any and all liabilities for errors in original engineering document.
4. All redline corrections from plan review shall be made at the Applicant's expense prior to construction commencing.
5. If changes are made subsequent to the presentation of the aforesaid information and these changes require additional expense to Utility in the following, but not limited to, costs in revising plans, specifications, construction and cost estimates or actual costs, these additional expenses shall also be borne by the Applicant.
6. All changes to plan whether during engineering and/or construction must be pre-approved in writing by Utility.

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F. CONSTRUCTION

1. Work performed by the Applicant shall be performed in such a manner as to permit Utility to perform its work without delay and in an efficient manner.
2. All work shall be performed by a Utility recognized qualified contractor.
3. All work shall be in accordance with approved plans and at a minimum to Utility's Standards and Specifications and the governmental authority(s)' with jurisdiction standards and specifications following the stricter of any and all applicable standards.

G. APPLICANT INSTALLATIONS

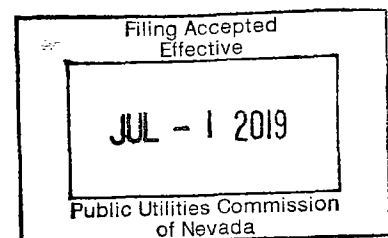
Applicant(s) for line extensions shall have the option of installing facilities when agreed upon in writing by Utility. In such event, Applicant(s) shall also construct and install service pipes and metering facilities within the streets and other right-of-ways and shall provide Utility with a statement of actual construction costs, in reasonable detail, prior to acceptance of such construction of facilities and within forty-five days of completion of construction including all Utility punch list items. All meters will be installed by the Utility or Utility's designee only.

1. Conditions for Applicant Installation of Facilities

- a. All phases of the project installation shall be subject to inspection by Utility at the Applicant's expense. The Applicant must provide Utility written notice 48 hours before construction begins. A preconstruction kickoff meeting may be required by Utility prior to construction beginning. Applicant shall coordinate the construction and installation of facilities with Utility so the Utility may inspect the facilities at Applicant's expense as Utility deems necessary.

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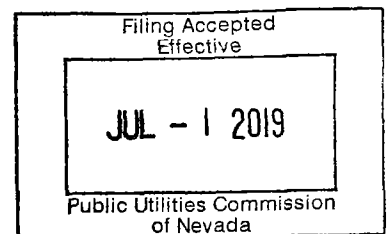
G. APPLICANT INSTALLATIONS (Continued)

1. Conditions for Applicant Installation of Facilities (Continued)

- b. The Applicant's contractor must be a Utility qualified contractor. The contractor must be licensed in Nevada and have sufficient qualified personnel and sufficient reliable equipment to perform in a workmanlike manner as well as proof of sufficient insurance provided to Utility before installation is commenced.
- c. The Applicant and its contractor must comply with all construction standards and/or governmental requirements including, but not limited to, a U EPA from the Commission and any OSHA, State, County, City, Special District, Homeowners' Association, and/or other government agencies with jurisdictions requirements, which may apply in all phases of the project installation.
- d. The Applicant must provide all material submittals in accordance with the Standards and Specifications of Utility and other government agencies with jurisdiction standards and specifications, with the most stringent requirements being applicable and all material provided will be subject to acceptance by Utility, based on inspections by Utility at Applicant's expense.
- e. If, during installation of the facilities under provisions of an Applicant installation, the Applicant's contractor, for any reason, must cease work on the installation, Utility must be notified in writing by the contractor immediately explaining why work ceased. The Applicant must provide Utility written notice 48 hours before construction work recommences unless otherwise agreed to by Utility. A failure to comply with this provision shall result in a penalty of two hundred fifty dollars (\$250.00) per violation.
- f. The Applicant must start the project in accordance with Utility's established schedule and pursue the work at a satisfactory rate.

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G. APPLICANT INSTALLATIONS (Continued)

2. Approval of Facilities

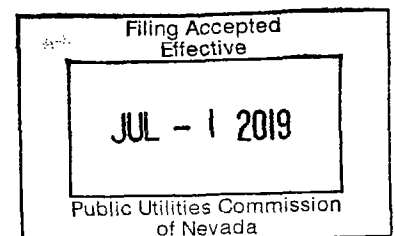
- a. Applicant shall provide Utility written notice within 48 hours after qualified contractor completes construction of facilities / infrastructure.
- b. Utility shall perform or cause to be performed a final inspection at Applicant's expense within a reasonable time after it receives the notice required by this Rule No. 9.
- c. Utility shall approve or reject the facilities in writing within a reasonable time after it completes the final inspection required by this Rule No. 9. If facilities are rejected, Utility will provide a punch list of the necessary items to be completed before acceptance. This Section (G.2.c) may be repeated at the Utility's discretion.

3. Guarantee and Warranty

Applicant shall guarantee all materials and workmanship against defects for a period of one year following final acceptance by Utility.

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Wendy Barnett, President
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Tariff No. 1-W (Water)

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

C

H. UTILITY INSTALLED FACILITIES

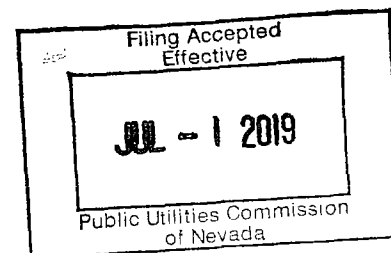
1. Advances/Deposits

The deposit/advance required to proceed with any and all extensions and/or alterations made under the provisions of this Rule No. 9 shall be Utility's estimated cost of making such extensions and/or alterations which is in accordance with Utility's construction practices. Utility's estimated cost shall also be used to determine preconstruction advances hereunder. Estimates provided hereunder shall be valid for a period of three (3) months after the date of transmittal. The advance required under this Rule 9 will be increased to cover federal income taxes.

- a. A deposit, equal to Utility's estimated cost, in accordance with Section H, will be required thirty (30) days prior to the start of construction on any extension(s) and/or alteration(s) made under the provisions of this Rule No. 9.
 - i. In no case shall the deposit/advance be depleted by less than 50% of the original deposit, until the projected costs for the completion of the project are less than 50% of the original deposit.
 - ii. If an Extension Agreement is executed between such Applicants and Utility within twelve (12) months after detailed plans, specifications and cost estimates are furnished, the aforesaid deposit or deposits shall become a part of any required advances.
 - iii. If an Extension Agreement is not executed between such Applicants and Utility within twelve (12) months after detailed plans, specifications and cost estimates are furnished, the aforesaid deposit or deposits shall be forfeited.

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Tariff No. 1-W (Water)

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

C

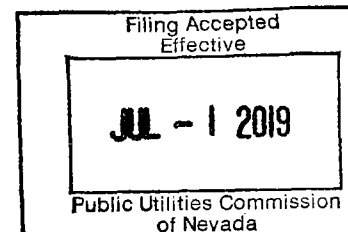
H. UTILITY INSTALLED FACILITIES (Continued)

1. Advances/Deposits (Continued)

- b. Utility may require an acceptable bond or guaranty at the discretion of the Utility.
- c. When an Applicant for service posts an acceptable bond or guaranty in lieu of cash, such Applicant shall advance estimated costs in cash as construction progresses thirty (30) days prior to construction of the extension and/or alteration of each such phase thereof.
- d. In those instances where more than one Applicant is to be serviced from the same extension and/or alteration, the total advance required from such group of Applicants shall be apportioned among the members of the group in such manner as they may mutually agreed upon and provide to the Utility in writing. It shall equal Utility's total cost for providing service to the group.
- c. Utility shall provide Applicant/Developer a final accounting. Utility will apply the Applicant's deposit against the Third Party Costs, and will either refund any remaining balance to the Applicant, or bill the Applicant for any outstanding balance pursuant to Section B of this Rule No. 9 should the Developer Deposit be found in arrears for any reason. Utility shall provide copies of all third party invoices with the final invoice.
 - i. Any and all outstanding balances due to Utility must be paid in full prior to receiving service from the Utility.
 - ii. Any refund due and payable to the Applicant/Developer will be posted in the US mail no later than 90 days from the date of the final invoice.
 - iii. Refunds due and payable pursuant to any agreement entered into under this Rule No. 9 may be assigned upon written notice to Utility by the holder of said Agreement, as shown on Utility's records. Such assignment shall apply only to those refunds which become due more than thirty (30) days after date of acknowledgment of receipt by Utility of the notice of assignment.

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Tariff No. 1-W (Water)

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

C

H. UTILITY INSTALLED FACILITIES (Continued)

1. Advances/Deposits (Continued)

- f. It shall be Utility's intention to install facilities hereunder as soon as possible following completion of Applicant's obligations; however, due to work load fluctuations Utility's obligations to perform unscheduled emergency work, permitting and other items which are beyond control of Utility, Utility will not be held responsible for damages or other inconveniences resulting from unavoidable delays in construction of facilities installed hereunder by Utility.

I. DEDICATION AND ACCEPTANCE OF FACILITIES

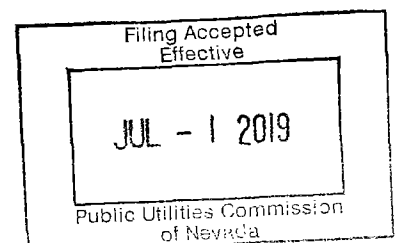
1. All Line Extension Facilities, facilities, improvements and real property dedicated to Utility shall be free and clear of liens and encumbrances. Applicant/Developer shall provide documentation to Utility's satisfaction demonstrating the cost of the facilities and that facilities, improvements and real property are free and clear of all liens and encumbrances as well as a bill of sale. Such documentation may include, but is not limited to, invoices, UCC litigation search documentation, lien waivers and releases from contractors, subcontractors and vendors for materials, equipment, suppliers and construction of Line Extension Facilities.

Utility may impose other reasonable terms and conditions on the acceptance that the Applicant/Developer demonstrate that all Line Extension Facilities have received necessary local government approvals.

2. Subsequent to inspection by Utility, and for one year following Utility's final acceptance of the Line Extension Facilities and any dedicated Applicant construction, Applicant/Developer shall, at Utility's option and request, promptly correct, or cause to be corrected, all defects and deficiencies in construction, materials and workmanship, at Applicant/Developer's sole cost and expense or reimburse Utility for Utility's costs of correcting all defects and efficiencies in construction, materials and Workmanship. Warranty requirements of any government agency with jurisdiction shall be the responsibility of the Applicant/Developer.

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Tariff No. 1-W (Water)

RULE NO. 9
EXTENSIONS OF FACILITIES – COLD SPRINGS – SPANISH SPRINGS
(Continued)

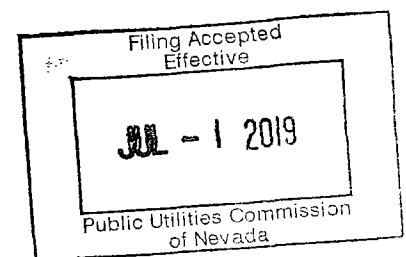
C

I. DEDICATION AND ACCEPTANCE OF FACILITIES (Continued)

3. Applicant/Developer shall convey to Utility or provide by recorded subdivision plats, in either case, at no cost or expense to Utility, such easements or rights-of-way within the Property for the Facilities and off-site interconnections and the use, operation and maintenance thereof as Utility shall reasonably require for the performance of Utility's obligations under this Rule. All easements and rights-of-way shall be in a form satisfactory to Utility.
4. Applicant/Developer shall convey to the Utility all final as-built drawings with Nevada licensed engineer's wet stamp.
5. Upon all provisions of this Rule No. 9 and all other pertinent tariff rules being met and Utility has accepted conveyance of the plant and or facilities constructed by Applicant/Developer, Utility shall provide a Letter of Acceptance to the Applicant which reflects the Utility's acceptance of the conveyance of the facilities.

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Great Basin Water Co.



Tariff No. 1-W (Water)

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP

A. APPLICABILITY

The terms and conditions of this Rule No. 9 apply throughout Utility's service area as defined by Rule No. 17.

The Utility shall extend or modify its water system to accommodate requests for Expanded Service or New Service under this Rule No. 9. Except as specifically provided in this Rule No. 9, Applicant shall be responsible for all costs of extending or modifying the Utility's water system, including, without limitation, the cost associated with (a) construction and installation of production, storage, transmission and distribution facilities, (b) designing, engineering and surveying associated with the facilities, (c) Utility Inspection Charges, and (d) permitting, inspection and associated fees and charges. Applicant shall be responsible for the installation of the House Piping and the Yard Line; provided, however, the Utility may, at its request, approve or deny Yard Line design. The Utility shall provide Service Connections under Rule No. 15 or Rule No. 16, as the case may be. Applicant shall be responsible for the cost of meter and meter-related facilities as specified in Schedules WSCONN-1, (Cold Springs); WSCONN-2, (Pahrump); and WSCONN-3, (Spring Creek) for Service Connection Charges. Applicant shall dedicate water rights to the Utility as provided for under Rule No. 21.

B. GENERAL TERMS AND CONDITIONS

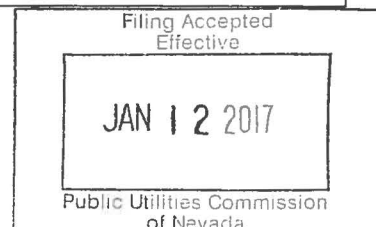
The general terms and conditions set forth in Section B of this Rule No. 9 apply to all Line Extensions or Modifications, including, without limitation, Small Residential Service Extensions or Modifications and Commercial, Industrial and Large Residential Service Extensions or Modifications.

1. Authorization to Proceed

Section C (1) and Section D (1) of this Rule No. 9 describe the service inquiry process, which occurs before an Inquirer receives a non-binding estimate of the cost of a Line Extension or Modification. Within 45 calendar days after receiving a non-binding estimate from the Utility, Inquirer may authorize the Utility to proceed with a Line Extension or Modification by depositing with the Utility the amount of the estimated cost of designing and engineering the Line Extension or Modification and, if necessary, an additional amount for the estimated cost of surveying.

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Tariff No. 1-W (Water)

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

B. GENERAL TERMS AND CONDITIONS (Continued)

2. Design, Engineering and Surveying

Within a reasonable period after the Utility receives authorization to proceed pursuant to Section B (1) of this Rule No. 9, the Utility shall, if necessary, cause an appropriate survey to be completed and design and engineer the Line Extension or Modification, or cause the Line Extension or Modification to be designed and engineered.

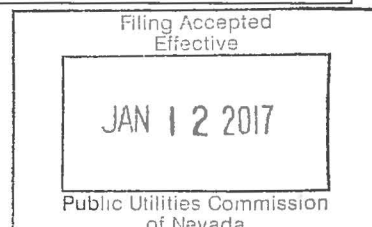
3. Bid from Qualified Contractor

Within a reasonable period after the Utility designs and engineers the Line Extension or Modification, or causes such Line Extension or Modification to be designed and engineered, the Utility shall obtain a bid for the installation and construction of the Line Extension or Modification from a Qualified Contractor. If the non-binding estimate delivered by the Utility pursuant to Section C (1) or Section D (1) of this Rule No. 9 exceed Twenty-Five Thousand Dollars (\$25,000), the Utility shall request bids from at least two (2) Qualified Contractors.

- a. Within five (5) business days after the Utility receives a bid or bids, as the case may be, for the Line Extension or Modification, the Utility shall provide the bid or the bids to the Inquirer.
- b. Within ten (10) business days after the Inquirer receives the bid or the bids for the Line Extension or Modification, the Inquirer may authorize the Utility to proceed with the Line Extension or Modification by making an Application for service under Rule No. 3. Failure to make an Application for service under Rule No. 3 within ten (10) business days after the date on which the Inquirer receives the bid or bids, or within thirty (30) calendar days after the date of the bid or bids, whichever is sooner, renders the bid or bids void.
- c. Contemporaneously with making an Application for service under Rule No. 3, the Applicant shall make the Line Extension Payment to the Utility. The Utility and the Applicant shall enter a Line Extension Agreement containing terms and conditions established by Rule No. 9 and any necessary, additional terms that are consistent with the terms and conditions established by this Rule No. 9.

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Tariff No. 1-W (Water)

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

B. GENERAL TERMS AND CONDITIONS (Continued)

d. If an Inquirer does not make an Application for service under Rule No. 3 within the time prescribed by this Rule No. 9 (B) (3) (b), the Utility shall promptly refund to the Inquirer the amount deposited with the Utility pursuant to Rule No. 9 (B) (1) less any costs incurred by the Utility pursuant to this Rule No. 9 (B) (2).

4. Line Extension Payment

The Line Extension Payment shall equal the sum of: (a) the cost of the minimum facilities necessary to serve the Applicant, as determined under this Rule No. 9 (C) (2) or this Rule No. 9 (D) (2) (c), whichever is applicable; (b) the Tax Gross-up Payment, if any Tax Gross-up Payment is required; (c) Utility Inspection Charges, if applicable; (d) permitting, inspection and associated fees and charges assessed by federal, state, or local government assessed in connection with obtaining permission to construct, or the construction of a Line Extension or Modification; and (e) design, engineering and surveying costs.

5. Oversizing

The Utility may, in its discretion, elect to install additional facilities or oversized facilities. In such circumstances, the Utility shall be responsible for all costs in excess of the cost of the minimum facilities necessary to service the Applicant.

6. Fire Hydrants

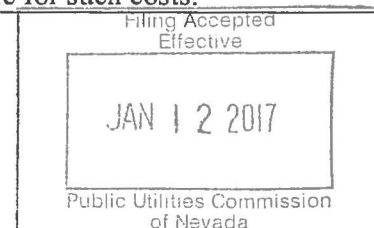
If the Line Extension or Modification requires the installation of a fire hydrant or fire hydrants, the Utility shall be responsible for the cost of installing a single fire hydrant per Line Extension or Modification. Except as set forth herein, the Applicant shall be responsible for the cost of installing additional fire hydrants.

7. Cost of Design, Engineering and Surveying

If the cost of designing and engineering the Line Extension or Modification, or the cost of surveying necessary to design and engineer the Line Extension or Modification exceeds the amount collected by the Utility under Section B (1) of this Rule No. 9, then the Applicant shall be responsible for such costs.

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Tariff No. 1-W (Water)

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

B. GENERAL TERMS AND CONDITIONS (Continued)

7. Cost of Design, Engineering and Surveying (Continued)

If the cost of designing and engineering the Line Extension or Modification, or the cost of surveying necessary to design and engineer the Line Extension or Modification is less than the amount collected by the Utility under Section B (1) of this Rule No. 9, then the Utility shall provide to the Applicant a credit towards the Line Extension Payment. If the Line Extension or Modification requires additional design, engineering, or surveying, then the Applicant shall be responsible for such costs.

8. Construction

When the Utility is responsible for construction the Line Extension or Modification, the Utility shall complete the Line Extension or Modification, or cause the Line Extension or Modification to be completed by a Qualified Contractor, within a reasonable period of time after it receives a complete Application and the Line Extension Payment from the Applicant.

9. Actual Cost True-up

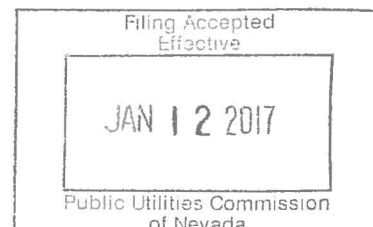
For Line Extensions or Modifications where the Line Extension Payment exceeds the actual cost of completing the Line Extension or Modification, the Utility shall provide a refund to the Applicant. If the actual cost of completing the Line Extension or Modification exceeds the Line Extension Payment, then the Applicant shall be responsible for such costs. The Utility shall provide a refund or an invoice to the Applicant, as the case may be, within 30 days of receiving final invoices from suppliers and the Qualified Contractor relating to the Line Extension or Modification.

10. Collection and Distribution of Re-apportionment Payments

- a. The Utility shall collect a Re-apportionment Payment from a subsequent Applicant when the subsequent Applicant connects directly to a Line Extension or Modification within 15 years after the date on which the Utility executed the Line Extension Agreement for the Line Extension or Modification. For the purpose of this Section B (10) (a) of this Rule No. 9, a subsequent Applicant "connects directly" to a Line Extension or Modification

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Tariff No. 1-W (Water)

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

B. GENERAL TERMS AND CONDITIONS (Continued)

10. Collection and Distribution of Re-apportionment Payments (Continued)

a. (Continued)

only when the Service Connection furnished by the Utility under Rule No. 15 or Rule No. 16 connects to the Line Extension or Modification which extends across the full length of the Applicant's property line.

b. The Re-apportionment Payment collected by the Utility shall be determined using the following formula:

$$\frac{X * (1 + (N *.03))}{Y} = Z$$

where:

X = Line Extension Payment as specified in the Line Extension Agreement

N = The number of years since the execution of the Line Extension Agreement

Y = The number of Service Connections, including the original Applicant and the subsequent Applicant from whom a Re-apportionment Payment is being collected, that connects to the Line Extension or Modification. If the Utility and the Applicant agree, the Utility shall use the linear footage as the basis for Re-apportionment instead of the number of Service Connections and shall document the same in the Line Extension Agreement.

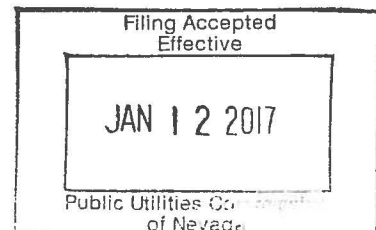
Z = The Re-apportionment Payment

c. The Utility shall distribute the Re-apportionment Payment equally between the original Applicant and any subsequent Applicants (excluding the person from whom a Reapportionment Payment is being collected).

d. The sum of Re-apportionment Payments made to an Applicant shall not exceed the Line Extension Payment or the initial Re-apportionment Payment made by the Applicant.

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Tariff No. 1-W (Water)

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

B. GENERAL TERMS AND CONDITIONS (Continued)

11. Deviation from Rule No. 9

The Utility may refuse to provide a Line Extension or Modification when providing such extension would result in an unreasonable investment in facilities by the Utility or if the Line Extension or Modification request is inconsistent with the letter, spirit or purpose of this Rule No. 9, or made in a manner that attempts to evade the application of the appropriate portion of this Rule No. 9 to a project. If the Utility refuses to provide a Line Extension or Modification, then the Utility shall provide to the Inquirer a written explanation.

12. Dispute Resolution

Any dispute arising under this Rule No. 9, including a dispute arising from the Utility's refusal to provide a Line Extension or Modification, shall be submitted to the Public Utilities Commission for resolution under either NAC 703.621 or NAC 703.651

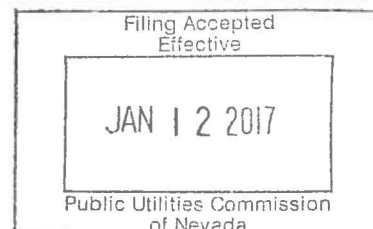
C. SMALL RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS

1. Service Inquiry

Within a reasonable time after receiving a request for New or Expanded Service which necessitates a Small Residential Service Extension or Modification, the Utility shall provide a non-binding estimate of the costs associated with extending or modifying its water system to accommodate the request. Such non-binding estimate shall include, without limitation: (1) the cost of installing or modifying service mains and (2) Service Connection costs as specified Schedules WSCONN-1, (Cold Springs); WSCONN-2, (Pahrump); and WSCONN-3, (Spring Creek) for Service Connection Charges; Schedules WSUPP-1 (Pahrump) and WSUPP-2 (Spring Creek) for Water Supply Charges; and Schedules WSTOR-1 (Pahrump) and WSTOR-2 (Spring Creek) for Water Storage Capacity Charges.

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Tariff No. 1-W (Water)

RULE NO. 9

EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

C. SMALL RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS
(Continued)

1. Service Inquiry (Continued)

a. Minimum Facilities Requirement

The Applicant shall be responsible for the cost of the minimum facilities necessary to serve the Applicant. The Utility shall determine the minimum distribution facilities needed to serve the Applicant based on the cost of (a) extending the facilities to a point approximating the boundary of the parcel for which Application is made that is farthest away from the point at which facilities currently terminate, and (b) the size of the pipe required by the Standards or existing facilities, whichever is larger; provided, however, that the Utility shall not require an Applicant who requests service to a corner lot to run facilities around the corner of the lot.

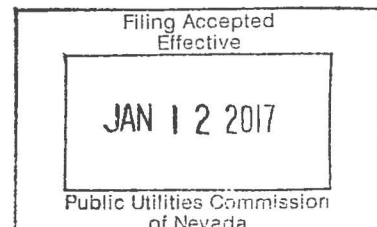
D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS

1. Service Inquiry

Within a reasonable time after receiving a request for New or Expanded Service that necessitates a Commercial, Industrial or Large Residential Service Extension or Modification and all necessary information relating to such request, the Utility shall determine whether (a) the Utility shall be responsible for constructing the Commercial, Industrial or Large Residential Service Extension or Modification, or causing the Commercial, Industrial or Large Residential Service Extension or Modification to be constructed, or (b) Inquirer shall be responsible for constructing the Commercial, Industrial or Large Residential Service Extension or Modification, or causing the Commercial, Industrial or Large Residential Service Extension or Modification to be constructed.

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Tariff No. 1-W (Water)

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE
EXTENSIONS OR MODIFICATIONS. (Continued)

1. Service Inquiry (Continued)

For the purpose of this Rule No. 9 (D) (1), all necessary information relating to a request shall include, but is not limited to, a description of the project, acreage of parcel or parcels on which the project will be situated, a description of the area to be landscaped, which description shall include the acreage of the area to be landscaped and the type of landscaping, engineering estimates of water usage, and engineering plans showing the plumbing of any facility or facilities the Inquirer intends to construct, service connection locations and plumbing fixture counts.

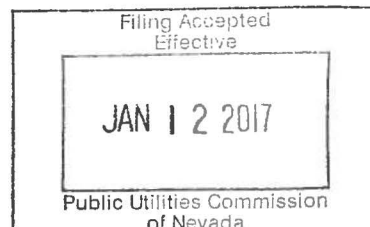
2. Utility Installed Extensions and Modifications

a. Non-binding Estimate

Within a reasonable time after determining that the Utility will construct, or cause to be constructed, a Commercial, Industrial or Large Resident Service Extension or Modification, the Utility shall prepare a non-binding estimate of the cost of installing and constructing such Commercial, Industrial or Large Residential Service Extension or Modification. The non-binding estimate shall include, among other things, all costs associated with extending or modifying the Utility's water system to accommodate the request for Expanded Service or New Service. Such costs shall include (a) the cost of installing or modifying water production, treatment, storage, and transmission and distribution mains; (b) the cost of designing, engineering and, if necessary, surveying for such installation or Modification; (c) Utility Inspection Charges; and, (d) permitting, inspection and associated fees and charges. The Utility may include in the non-binding estimate Service Connection costs as specified in Rule No. 15 or Rule No. 16, whichever is applicable, and meter and meter-related facility costs as specified in Schedules WSCONN-1, (Cold Springs); WSCONN-2, (Pahrump); and WSCONN-3, (Spring Creek) for Service Connection Charges; Schedules WSUPP-1 (Pahrump) and WSUPP-2 (Spring Creek) for Water Supply Charges; and Schedules WSTOR-1 (Pahrump) and WSTOR-2 (Spring Creek) for Water Storage Capacity Charges. The Utility shall include in such non-binding estimate the amount of water rights, if any, the Inquirer must dedicate to the Utility under Rule No. 21.

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Tariff No. 1-W (Water)

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE
EXTENSIONS OR MODIFICATIONS (Continued)

2. Utility Installed Extensions and Modifications (Continued)

b. Minimum Facility Requirements

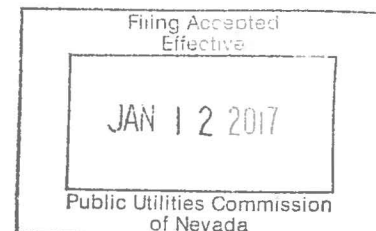
The Applicant shall be responsible for the cost of the minimum water production, treatment, storage, transmission and distribution facilities necessary to serve the Applicant. The Utility shall use reasonable engineering judgment to determine the cost of the minimum water production, treatment, and transmission facilities, taking in to consideration the Utility's approved Master Plan and the actual cost of similar facilities, as appropriate. The Utility may, in its reasonable discretion, determine the cost of the minimum storage facilities either (a) by using reasonable engineering judgment, taking into consideration the Utility's approved Master Plan and the actual cost of similar facilities, as appropriate, or (b) calculating such in the same manner as the Water Storage Capacity Charge under Schedules WSTOR-1, (Pahrump) and WSTOR-2, (Spring Creek).

The Utility shall determine the minimum cost of distribution facilities based on the cost of (a) extending such facilities to a point approximating the boundary of the parcel for which Application is made that is farthest away from the point at which facilities currently terminate, and (b) the size of the pipe required by the Standards or existing facilities, whichever is larger.

An Applicant who pays for the cost of storage facilities under Rule No. 9 (D) (2) (b) shall not pay the Water Storage Capacity Charge under Schedules WSTOR-1, (Pahrump) and WSTOR-2, (Spring Creek).

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Tariff No. 1-W (Water)

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE
EXTENSIONS OR MODIFICATIONS (Continued)

3. Applicant/Developer Installed Line Extension

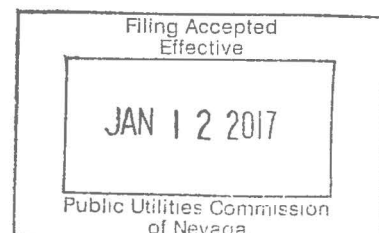
a. Line Extension Agreement

Within a reasonable time after receiving from an Inquirer a request for a Commercial, Industrial or Large Residential Service Extension or Modification and all necessary information relating to the service request, the Utility shall prepare a Developer Agreement setting forth the terms and conditions under which the developer (the "Applicant/Developer") will construct and dedicate facilities to the Utility. Such terms and conditions may include, but are not limited to, the terms and conditions found in this Section D (3) of this Rule No. 9. An engineering Agreement may be required at the discretion of the Utility, prior to preparing a Developer Agreement.

To proceed, the Applicant/Developer shall execute and return the Developer Agreement to the Utility together with a complete Application and a reasonable deposit to cover third-party costs the Utility might incur in performing its obligations under the Developer Agreement. If third-party costs are expected to exceed the amount of the deposit, the Utility shall require additional funds to be deposited. The Utility shall not accept a dedication of facilities or provide service until Applicant/Developer has paid all third-party costs, tariff, and Utility Inspection Charges as well as other items required by Utility such as proof of costs, UCC Search, easement recordation, etc. Service will not be provided prior to recordation of infrastructure and water rights necessary to serve.

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Tariff No. 1-W (Water)

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

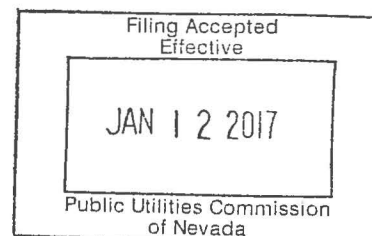
D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE
EXTENSIONS OR MODIFICATIONS (Continued)

b. Submission and Approval of Plans

- i. Applicant/Developer shall prepare and submit to the Utility engineering plans and specifications showing the design of all infrastructure necessary for the Utility to provide central water service to the Property, including, but not limited to, wells, water treatment facilities, transmission lines, water mains, storage tanks, hydrants, service lines, fire protection facilities, and booster stations. Such submission shall enumerate materials the Applicant/Developer intends to use to construct such Line Extension Facilities.
- ii. All plans and specifications shall be prepared in accordance with the Standards, as well as applicable Law, including fire flow requirements. Such plans and specification shall identify, and state the cost of, the minimum production, treatment, storage, transmission distribution, and fire protection facilities necessary to provide water service to the Applicant/Developer's project.
- iii. The Utility shall review and approve, reject or request Modifications of such plans and specifications within a reasonable time. The Utility shall review and confirm or reject the Applicant/Developer's list of materials within a reasonable time. The Utility shall review and confirm or reject the Applicant/Developer's statements regarding the minimum production, treatment, storage, transmission, distribution, and fire protection facilities necessary to provide water service to the Applicant/Developer's project.
- iv. The Utility shall notify the Applicant/ Developer of the Utility's election to oversize any facilities being constructed by Applicant/ Developer when the Utility approves the plans and specifications submitted by Applicant/Developer.
- v. The Utility establish a reasonable payment schedule with Applicant/ Developer for the payment of costs associated with installing any oversized facilities and a single fire hydrant.

Issued:
Effective:
Advice No.:

Issued by:
Wendy Barnett, President
Great Basin Water Co.



Tariff No. 1-W (Water)

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE
EXTENSIONS OR MODIFICATIONS (Continued)

3. Applicant/Developer Installed Line Extension (Continued)

c. Construction

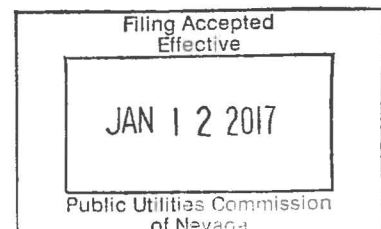
- i. Applicant/Developer shall receive written approval from the Utility and the Nye County Planning Department before construction of Line Extension Facilities begins.
- ii. All Line Extension Facilities shall be constructed or installed by a Qualified Contractor selected and retained by the Applicant/Developer at Applicant/ Developer's sole expense; provided, however, that the Utility shall be responsible for the cost of oversized facilities and installation of a single fire hydrant as provided for in Rule No. 9(B) (5), Rule No. 9 (B) (6) and Rule No. 9 (D) (3) (b) (v).

d. Inspection

- i. The Applicant/Developer shall provide the Utility written notice 48 hours before construction begins. The Applicant/Developer shall coordinate the construction and installation of Line Extension Facilities with the Utility so that the Utility may inspect all Line Extension Facilities as the Utility deems necessary.
- ii. The Utility shall inspect all Line Extension Facilities constructed or installed by a Qualified Contractor on behalf of Applicant/Developer.
- iii. The Applicant/Developer shall be responsible for all costs incurred by Utility in Line Extension Facilities constructed or installed by or on behalf of an Applicant/Developer.

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Wendy Barnett, President
Great Basin Water Co.



Tariff No. 1-W (Water) Applicable: CS, P, SS, SC

RULE NO. 9

EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE
EXTENSIONS OR MODIFICATIONS (Continued)

3. Applicant/Developer Installed Line Extension (Continued)

c. Approval of Facilities

- i. The Applicant/Developer shall provide the Utility written notice within forty-eight (48) hours after a Qualified Contractor completes construction of all Line Extension Facilities.
- ii. The Utility shall perform a final inspection and complete all testing required by Law within a reasonable time after it receives the notice required by Section D (3) (e) (i) of this Rule No. 9.
- iii. The Utility shall approve or reject the Line Extension Facilities in writing within a reasonable time after it completes the final inspection and testing required by Section D (3) (e) (ii) of this Rule No. 9.
- iv. The Applicant/Developer shall be responsible for all costs incurred by Utility in connection with approving and accepting Line Extension Facilities constructed or installed by or on behalf of an Applicant/Developer.

f. Dedication of Facilities and Installation of Meter or Meters

- i. All Line Extension Facilities, personal property and real property dedicated to the Utility shall be free and clear of liens and encumbrances. The Applicant/Developer shall provide documentation to the Utility's satisfaction demonstrating the cost of the facilities and that the facilities, personal property and real property are free and clear of all liens and encumbrances. Such documentation may include, but is not limited to, invoices, lien waivers and releases from contractors, subcontractors and vendors for materials, equipment, suppliers and construction of the Line Extension Facilities.

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