

APN _____

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00010934202301639510310311

OFFICIAL RECORD
AMY ELMER, RECORDER

Water Banking Agreement
Title of Document

Affirmation Statement

WJ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of any person or persons. (Per NRS 239B.030)

_____ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: _____
(State specific law)

Wade Poulson General Manager
Signature Title

WADE Poulson
Print

3/20/2023
Date

Grantees address and mail tax statement:

**WATER BANKING
AGREEMENT FOR THE TRANSFER OF OWNERSHIP
OF WATER RIGHTS BETWEEN LINCOLN COUNTY WATER DISTRICT AND
VIDLER WATER COMPANY, INC.**

This Water Banking Agreement for the Transfer of Ownership of Water Rights (“Agreement”) is hereby made and entered into by and between Vidler Water Company, Inc., a Nevada corporation, hereinafter referred to as “Vidler” and Lincoln County Water District, a political subdivision of the State of Nevada (“LCWD”).

RECITALS

WHEREAS, LCWD is a political subdivision of the State of Nevada whose purpose it is to develop and distribute water within its Service Area comprised of the entirety of Lincoln County, Nevada; and

WHEREAS, Vidler is desirous of transferring ownership of certain water rights to LCWD to be reserved in trust for the exclusive benefit of Vidler or its assignee(s) with Vidler retaining equitable title and beneficial interest in said water rights for future development requirements; and

WHEREAS, LCWD is willing to accept the water rights in trust for Vidler to be utilized for future development requirements within the Service Area, as it may change from time to time, on the condition Vidler be responsible for: all costs associated with the initial transfer; all costs associated with future transfers as they may be required by the Nevada State Engineer's office from time to time; and all costs associated with the maintenance of the water rights; and

WHEREAS, LCWD's acceptance of said water rights is conditioned on it not being liable for preservation of said water rights until commitment to an actual development by and through execution and acceptance of Assignment(s) of Beneficial Interest in water rights to LCWD and submittal and acceptance of updated ledger sheets accounting for all water rights assigned to LCWD.

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. Vidler agrees to convey and LCWD agrees to accept in trust, for the exclusive benefit of Vidler, or its assignee(s), the initial water rights identified as follows:

All right, title, and interest in and to the State of Nevada, Division of Water Resources Permit No. 83001, being Seven Thousand Two Hundred Forty and No Tenths (7,240.0) acre feet annually, together with a proportionate share of the rate of diversion.

All right, title, and interest in and to the State of Nevada, Division of Water Resources Permit No. 82727, 82728, 72220, and 72221, being a total combined duty of One Thousand and No Tenths (1,000.0) acre feet annually, together with a proportionate share of the rate of diversion.

All right, title, and interest in and to the State of Nevada, Division of Water Resources Permit No. 80648, being Five Hundred Four and Five-Tenths (504.5) acre feet annually, together with a proportionate share of the rate of diversion.

All right, title, and interest in and to the State of Nevada, Division of Water Resources Permit No. 80649, being Five Hundred Four and Five-Tenths (504.5) acre feet annually, together with a proportionate share of the rate of diversion.

The Deed for said water rights (attached as **Exhibit 1**) shall be executed within thirty (30) days of the approval and execution of this Agreement. A ledger of said water rights in a form acceptable to the LCWD shall be prepared by Vidler within ninety (90) days of execution of this Agreement. Said ledger shall set forth the portion of the water rights which are presently in use and the portion of the water rights available for future development. Vidler, or its assignee(s), agrees that anytime it places into use or transfers its equitable ownership of or its beneficial interest in any of the water rights, that the ledger shall be amended with the date of the amendment being set forth on the ledger together with a stamp of approval by LCWD. It shall be the responsibility of Vidler, or its assignee(s), to maintain the accuracy of the ledger and the parties agree to a periodic review and audit of the ledger every year, with the initial review to be on the anniversary date of execution of this Agreement. It is specifically acknowledged by Vidler that the purpose of maintenance of the ledger is to ensure accuracy as to the status of the water rights committed to use by LCWD and the availability of water rights for future development at any specific time.

2. From time to time, LCWD agrees to accept in Trust for the benefit of Vidler, or its assignee(s), such additional water rights as approved by LCWD. Said additional water rights may be added to this Agreement by an Addendum in the form set forth in **Exhibit 2**, attached hereto and by this reference incorporated herein, executed by Vidler and the LCWD Manager.

3. Within thirty (30) days of the execution and recording of the Deed referenced in the foregoing Paragraph 1, Vidler shall prepare and file the necessary Report of Conveyance with the Nevada State Engineer's Office establishing ownership of the subject water rights in LCWD.

4. Except as otherwise provided herein, the water rights referenced above may be utilized for municipal purposes within the Service Area or as it may change from time to time. Vidler, or its assignee(s), shall be solely responsible for the preparation and filing of any and all documents necessary to change the subject water rights and for keeping the subject water rights in good standing until the filing of the Assignments of Beneficial Interest as provided in Paragraph 8, at which time said obligations shall be assumed by LCWD as to the water rights assigned. LCWD, however, reserves the right to review and pre-approve all filings made in its behalf. The parties shall cooperate to affect the transfer and change of said water rights; however, it is understood and agreed Vidler, or its assignee(s), shall be responsible for all costs and fees associated therewith until the water rights are placed into use by LCWD. Vidler, or its assignee(s), in cooperation with LCWD shall participate, on behalf of LCWD, in all administrative and legal proceedings. Vidler, or its assignee(s), agrees to be solely responsible for monitoring and

maintaining all water rights in good standing until such time as said water rights are placed into use by LCWD in connection with areas developed by Vidler or its assignees.

5. Vidler, or its assignee(s), may assign and/or transfer the water rights to third parties for use in the Service Area, with the LCWD having the first right of refusal with the same terms and conditions as the third party. LCWD shall advise Vidler within twenty (20) days of written notice of the offer of LCWD's intent to purchase and shall have thirty (30) days from the date of the offer to purchase the right on the same terms and conditions as the offer. In the event LCWD does not effectuate the purchase, then Vidler may sell the right to a third party.

6. Vidler, or its assignee(s), is responsible for annexation costs and fees in the same manner as any other person or entity requesting that property be annexed to the Service Area.

7. Any and all development associated with a water will serve shall be done in conformity with and pursuant to all laws and regulations pertaining to zoning and subdivision within Lincoln County, in effect at the time of the development.

8. The Parties agree that LCWD shall be the final authority in determining the number of hook-ups which may be serviced by the water rights transferred hereunder for any development, such determination shall be based on the criteria established by LCWD and further established by the Nevada State Engineer. At the time of application for service, Vidler, or its assignee(s), shall execute an Assignment of Beneficial Interest in water rights to LCWD in the form set forth in **Exhibit 3**, attached hereto and by this reference incorporated herein, for the water rights required by LCWD to service the properties for which service is requested. The ledger referenced above shall also be updated and changed at that time. Upon execution of Assignments(s) of Beneficial Interest in water rights to LCWD, Vidler, or its assignee(s), shall not be entitled to or responsible for future adjustments to allocations of the water rights so assigned.

9. To the extent that the interest in water rights transferred by Vidler, or its assignee(s), to LCWD pursuant to this Agreement are insufficient to serve properties designated by Vidler or its assignee(s), there is no obligation by LCWD to provide water service in excess of the interest transferred.

10. Vidler, or its assignee(s), shall pay the cost of any line extension or infrastructure necessary to distribute water to the area being served and for any and all upgrades to any existing water system including, but not limited to, wells, pump, and storage required by the development in the same manner as required of other developers.

11. All infrastructure, water distribution systems, and upgrades shall be constructed to the standards required by LCWD.

12. Vidler, or its assignee(s), shall pay for all construction and hook-up fees and for all required improvements to LCWD as are reasonably necessary to service the property designated by Vidler, or its assignee(s), in the same manner as required of developers. Said fees shall not include a water right cost component to the extent the water rights transferred by this Agreement are being used.

13. LCWD commits to assist Vidler, or its assignee(s), if requested, to preserve the water rights that are the subject of this Agreement. It is understood and agreed, however, that the sole responsibility of monitoring, changing, and keeping the subject water rights in good standing rests with Vidler, or its assignee(s), until execution by Vidler, or its assignee(s), of the Assignment of Beneficial Interest in water rights to LCWD. Accordingly, LCWD shall not be liable to Vidler, or its assignee(s), or any other party for preserving the water rights in good standing until execution and acceptance of the amended and updated ledger sheet and Assignment of Beneficial Interest in water rights to LCWD. The parties agree to work cooperatively to allow for the dedication of water to the entire Service Area to allow LCWD more operational latitude in the day to day management of the utility.

14. LCWD, at its sole cost and expense, may utilize some or all of the water rights that are the subject of this Agreement and that have not been assigned under an Assignment of Beneficial Interest. LCWD's use, however, is limited to temporary use for general purposes that will not diminish or have an adverse effect on the rights of Vidler, or its assignee(s). LCWD will provide notice to Vidler or its assignee(s) when any of the water rights are temporarily used by LCWD.

15. The term of this Agreement shall be for a period of ten (10) years and so long as there are water rights that are the subject of this Agreement shall be renewable for successive five (5) year terms upon application of Vidler and approval of LCWD. It is understood and agreed LCWD or Vidler (or its successors or assigns) may terminate this Agreement at any time with a prior one hundred twenty (120) days written notice to the other party at the name and address included in the State of Nevada, Division of Water Resources' official files and records of water rights that are the subject of this Agreement. In the event the Agreement is terminated, LCWD shall reconvey to Vidler those water rights identified in Paragraph 1 and any Addenda to this Agreement, save and except those portions of water rights set forth in the Assignment(s) of Beneficial Interest in water rights to LCWD. The cost of the reconveyance shall be borne solely by Vidler.

16. This Agreement shall be binding upon the successors and assigns of the parties hereto.

17. This Agreement shall be governed and interpreted according to the laws of the State of Nevada, with venue for any dispute irrevocably established in the Seventh Judicial District Court, Lincoln County, Nevada.

18. This Agreement contains the entire understanding between the Parties and there are no representations, conditions, warranties, or collateral agreements (expressed or implied), statutory or otherwise, with respect to this Agreement other than those contained herein.

19. This Agreement may only be amended by consent of both Parties, save and except inclusion of additional water rights as set forth in Paragraph 2, *supra*. Any amendments must be written and executed with the same formality as this Agreement.

Exhibit 1

Water Rights Quitclaim Deed

COPY

APN: N/A
Recorded Document to
be Retained by:

Lincoln County Water District
1005 Main Street, Suite 103
P.O. Box 936
Panaca, NV 89042

WATER RIGHTS QUITCLAIM DEED

THIS INDENTURE made and entered into this 7th day of March, 2023, between VIDLER WATER COMPANY, INC., a Nevada corporation, hereinafter referred to as "Grantor", and LINCOLN COUNTY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter referred to as "GRANTEE", in consideration of \$10.00, the receipt of which is hereby acknowledged, does hereby quitclaim to Grantee and to the successors and assigns of such Grantee as follows:

All right, title and interest in and to the State of Nevada, Division of Water Resources Permit No. 83001, not to exceed Seven Thousand Two Hundred Forty and No Tenths (7,240.0) acre feet annually, together with a proportionate share of the rate of diversion.

TOGETHER WITH all singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said water rights with the appurtenances, unto the said Grantee, and its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereto executed this Water Rights Quitclaim Deed the day and year first above written.

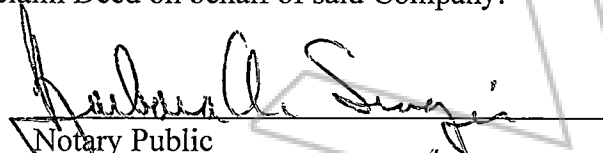
VIDLER WATER COMPANY, INC.

By: *Debra M. ...*
Its: President

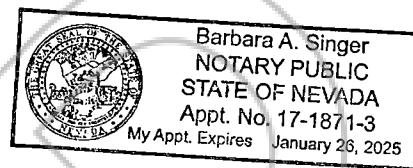
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STATE OF NEVADA)
COUNTY OF) ss.

On this 7 day of March, 2023, personally appeared before me, a notary public, Dorothy Timicin Palmer, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she is the President of VIDLER WATER COMPANY, INC., a Nevada corporation and executed the foregoing Water Rights Quitclaim Deed on behalf of said Company.


Notary Public

4857-1783-0731, v. 1



APN: N/A
Recorded Document to
be Retained by:

Lincoln County Water District
1005 Main Street, Suite 103
P.O. Box 936
Panaca, NV 89042

WATER RIGHTS QUITCLAIM DEED

THIS INDENTURE made and entered into this 7th day of March, 2023, between VIDLER WATER COMPANY, INC., a Nevada corporation, hereinafter referred to as "Grantor", and LINCOLN COUNTY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter referred to as "GRANTEE", in consideration of \$10.00, the receipt of which is hereby acknowledged, does hereby quitclaim to Grantee and to the successors and assigns of such Grantee as follows:

All right, title and interest in and to the State of Nevada, Division of Water Resources Permit No. 82727, 82728, 72220, and 72221 not to exceed One Thousand and No Tenths (1,000.0) acre feet annually, together with a proportionate share of the rate of diversion.

TOGETHER WITH all singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said water rights with the appurtenances, unto the said Grantee, and its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereto executed this Water Rights Quitclaim Deed the day and year first above written.

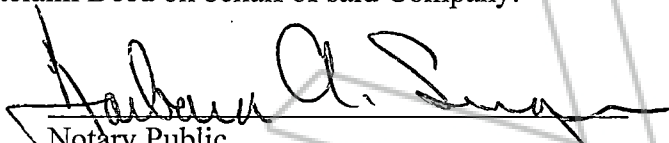
VIDLER WATER COMPANY, INC.

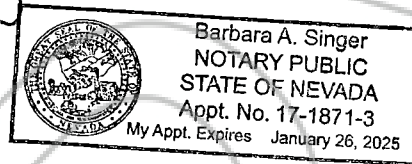
By: Dusty A. Drumflew
Its: President

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STATE OF NEVADA)
COUNTY OF) ss.

On this 7 day of March, 2023, personally appeared before me, a notary public, Dorothy Timian-Palmer, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she is the President of VIDLER WATER COMPANY, INC., a Nevada corporation and executed the foregoing Water Rights Quitclaim Deed on behalf of said Company.


Notary Public



4857-1783-0731, v. 1

APN: N/A
Recorded Document to
be Retained by:

Lincoln County Water District
1005 Main Street, Suite 103
P.O. Box 936
Panaca, NV 89042

WATER RIGHTS QUITCLAIM DEED

THIS INDENTURE made and entered into this 7th day of March, 2023, between VIDLER WATER COMPANY, INC., a Nevada corporation, hereinafter referred to as "Grantor", and LINCOLN COUNTY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter referred to as "GRANTEE", in consideration of \$10.00, the receipt of which is hereby acknowledged, does hereby quitclaim to Grantee and to the successors and assigns of such Grantee as follows:

All right, title and interest in and to the State of Nevada, Division of Water Resources Permit No. 80648, Certificate No. 19594 not to exceed Five Hundred Four and five Tenths (504.5) acre feet annually, together with a proportionate share of the rate of diversion.

TOGETHER WITH all singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said water rights with the appurtenances, unto the said Grantee, and its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereto executed this Water Rights Quitclaim Deed the day and year first above written.


VIDLER WATER COMPANY, INC.

By: *Henry A. Mann*
Its: President

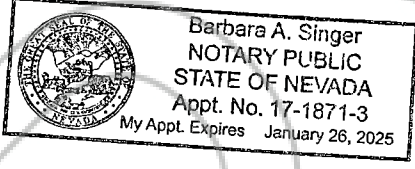
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STATE OF NEVADA)
COUNTY OF) ss.

On this 7 day of March, 2023, personally appeared before me, a notary public, Joselyn Timian-Palmer, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she is the President of VIDLER WATER COMPANY, INC., a Nevada corporation and executed the foregoing Water Rights Quitclaim Deed on behalf of said Company.


Notary Public

4857-1783-0731, v. 1



APN: N/A
Recorded Document to
be Retained by:

Lincoln County Water District
1005 Main Street, Suite 103
P.O. Box 936
Panaca, NV 89042

WATER RIGHTS QUITCLAIM DEED

THIS INDENTURE made and entered into this 7th day of March, 2023, between VIDLER WATER COMPANY, INC., a Nevada corporation, hereinafter referred to as "Grantor", and LINCOLN COUNTY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter referred to as "GRANTEE", in consideration of \$10.00, the receipt of which is hereby acknowledged, does hereby quitclaim to Grantee and to the successors and assigns of such Grantee as follows:

All right, title and interest in and to the State of Nevada, Division of Water Resources Permit No. 80649, Certificate No. 19595 not to exceed Five Hundred Four and five Tenths (504.5) acre feet annually, together with a proportionate share of the rate of diversion.

TOGETHER WITH all singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said water rights with the appurtenances, unto the said Grantee, and its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereto executed this Water Rights Quitclaim Deed the day and year first above written.


VIDLER WATER COMPANY, INC.

By: *Henry A. J. ...*
Its: *President*

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STATE OF NEVADA)
COUNTY OF) ss.

On this 7 day of March, 2023, personally appeared before me, a notary public, Dorothy Timian Palmer personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she is the President of VIDLER WATER COMPANY, INC., a Nevada corporation and executed the foregoing Water Rights Quitclaim Deed on behalf of said Company.


Notary Public

4857-1783-0731, v. 1

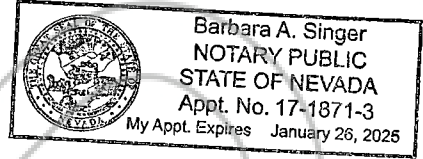


Exhibit 2

**Addendum to Water Banking Agreement
For the Transfer of Ownership of Water
Rights Between Lincoln County Water District
And Vidler Water Company, Inc.**

DRAFT

**ADDENDUM TO
WATER BANKING AGREEMENT
FOR THE TRANSFER OF OWNERSHIP
OF WATER RIGHTS BETWEEN LINCOLN COUNTY
WATER DISTRICT AND VIDLER WATER COMPANY, INC.**

WHEREAS, on March 7, 2023, VIDLER WATER COMPANY, INC., a Nevada corporation, hereinafter referred to as "VIDLER", and LINCOLN COUNTY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter referred the to as "LCWD" entered into a WATER BANKING AGREEMENT FOR THE TRANSFER OF OWNERSHIP OF WATER RIGHTS ("Agreement"); and

WHEREAS, the subject Agreement provided for additional water rights to be transferred from VIDLER to LCWD without the necessity of a new Agreement; and

WHEREAS, VIDLER desires to transfer additional water rights to LCWD and LCWD agrees to accept said water rights.

NOW, THEREFORE IT IS AGREED:

1. VIDLER agrees to convey and LCWD agrees to accept in trust, for the exclusive benefit of VIDLER, or its assignee(s), the additional water rights identified as follows:

All right, title and interest in and to the State of Nevada, Division of Water Resources Permit No.83001, being Seven Thousand Two Hundred Forty and No Tenths (7,240.0) acre feet annually, together with a proportionate share of the rate of diversion.

2. All other terms of the 2023 WATER BANKING AGREEMENT FOR THE TRANSFER OF OWNERSHIP OF WATER RIGHTS shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Addendum on the day and year first written above.

LINCOLN COUNTY WATER DISTRICT

By: Wade Paulsen
2023, Manager

VIDLER WATER COMPANY, INC.

By: Heather A. Timmerman
Its: President

STATE OF NEVADA)
COUNTY OF Carson City ss.

On this 14th day of March, 2023 personally appeared before me, a notary public, Wade Paulsen, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she is the Manager of the LINCOLN COUNTY WATER DISTRICT and executed the foregoing ADDENDUM TO WATER BANKING AGREEMENT FOR THE TRANSFER OF OWNERSHIP OF WATER RIGHTS on behalf of said entity.

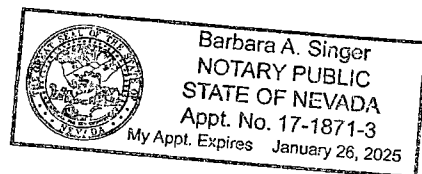


Leann Brandt
Notary Public

STATE OF NEVADA)
COUNTY OF Carson City ss.

On this 7 day of March, 2023 personally appeared before me, a notary public, Dorothy Timmerman-Palmer, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she is the President of VIDLER WATER COMPANY, INC., a Nevada corporation and executed the foregoing ADDENDUM TO WATER BANKING AGREEMENT FOR THE TRANSFER OF OWNERSHIP OF WATER RIGHTS on behalf of said entity.

Barbara A. Singer
Notary Public



**ADDENDUM TO
WATER BANKING AGREEMENT
FOR THE TRANSFER OF OWNERSHIP
OF WATER RIGHTS BETWEEN LINCOLN COUNTY
WATER DISTRICT AND VIDLER WATER COMPANY, INC.**

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LINCOLN COUNTY WATER DISTRICT

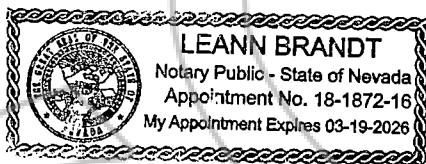
By: Wade Poisen
LCWD, Manager

VIDLER WATER COMPANY, INC.

By: Christina J. Immen
Its: President

STATE OF NEVADA
COUNTY OF Carsen City ss.

On this 14th day of March, 2023 personally appeared before me, a notary public, Wade Poisen, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she is the Manager of the LINCOLN COUNTY WATER DISTRICT and executed the foregoing ADDENDUM TO WATER BANKING AGREEMENT FOR THE TRANSFER OF OWNERSHIP OF WATER RIGHTS on behalf of said entity.

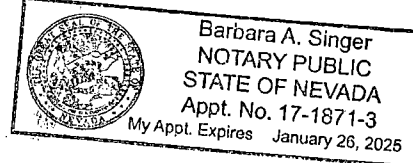


Leann Brandt
Notary Public

STATE OF NEVADA
COUNTY OF Carsen City ss.

On this 7 day of March, 2023 personally appeared before me, a notary public, Dorothy Timian-Palmer, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she is the President of VIDLER WATER COMPANY, INC., a Nevada corporation and executed the foregoing ADDENDUM TO WATER BANKING AGREEMENT FOR THE TRANSFER OF OWNERSHIP OF WATER RIGHTS on behalf of said entity.

Barbara A. Singer
Notary Public



**ADDENDUM TO
WATER BANKING AGREEMENT
FOR THE TRANSFER OF OWNERSHIP
OF WATER RIGHTS BETWEEN LINCOLN COUNTY
WATER DISTRICT AND VIDLER WATER COMPANY, INC.**

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IN WITNESS WHEREOF, the parties have executed this Addendum on the day and year first written above.

LINCOLN COUNTY WATER DISTRICT

By: Wade Paulsen
LCWD, Manager

VIDLER WATER COMPANY, INC.

By: Dorothy Timian-Palme
Its: President

STATE OF NEVADA)
COUNTY OF Carson City, ss.

On this 14th day of March, 2023, personally appeared before me, a notary public, Wade Paulsen, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she is the Manager of the LINCOLN COUNTY WATER DISTRICT and executed the foregoing ADDENDUM TO WATER BANKING AGREEMENT FOR THE TRANSFER OF OWNERSHIP OF WATER RIGHTS on behalf of said entity.

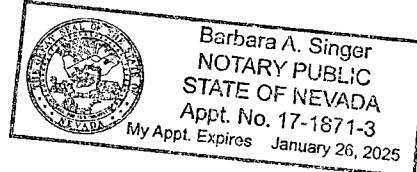


Leann Brandt
Notary Public

STATE OF NEVADA)
COUNTY OF Carson City, ss.

On this 7 day of March, 2023, personally appeared before me, a notary public, Dorothy Timian-Palme, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she is the President of VIDLER WATER COMPANY, INC., a Nevada corporation and executed the foregoing ADDENDUM TO WATER BANKING AGREEMENT FOR THE TRANSFER OF OWNERSHIP OF WATER RIGHTS on behalf of said entity.

Barbara A. Singer
Notary Public



**ADDENDUM TO
WATER BANKING AGREEMENT
FOR THE TRANSFER OF OWNERSHIP
OF WATER RIGHTS BETWEEN LINCOLN COUNTY
WATER DISTRICT AND VIDLER WATER COMPANY, INC.**

WHEREAS, on March 7, 2023, VIDLER WATER COMPANY, INC., a Nevada corporation, hereinafter referred to as “VIDLER”, and LINCOLN COUNTY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter referred the to as “LCWD” entered into a WATER BANKING AGREEMENT FOR THE TRANSFER OF OWNERSHIP OF WATER RIGHTS (“Agreement”); and

WHEREAS, the subject Agreement provided for additional water rights to be transferred from VIDLER to LCWD without the necessity of a new Agreement; and

WHEREAS, VIDLER desires to transfer additional water rights to LCWD and LCWD agrees to accept said water rights.

NOW, THEREFORE IT IS AGREED:

1. VIDLER agrees to convey and LCWD agrees to accept in trust, for the exclusive benefit of VIDLER, or its assignee(s), the additional water rights identified as follows:

All right, title and interest in and to the State of Nevada, Division of Water Resources Permit No.80649, Certificate No. 19595, being Five Hundred Four and Five-Tenths (504.5) acre feet annually, together with a proportionate share of the rate of diversion.

2. All other terms of the 2023 WATER BANKING AGREEMENT FOR THE TRANSFER OF OWNERSHIP OF WATER RIGHTS shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Addendum on the day and year first written above.

LINCOLN COUNTY WATER DISTRICT

By: Wade Poulsen
LCWD, Manager

VIDLER WATER COMPANY, INC.

By: Barbara A. Singer
Its: President

STATE OF NEVADA)
COUNTY OF Carson City ss.

On this 14th day of March, 2023 personally appeared before me, a notary public, Wade Poulsen, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she is the Manager of the LINCOLN COUNTY WATER DISTRICT and executed the foregoing ADDENDUM TO WATER BANKING AGREEMENT FOR THE TRANSFER OF OWNERSHIP OF WATER RIGHTS on behalf of said entity.



Leann Brandt
Notary Public

STATE OF NEVADA)
COUNTY OF Carson City ss.

On this 7 day of March, 2023 personally appeared before me, a notary public, Dorothy Timian-Palmer, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she is the President of VIDLER WATER COMPANY, INC., a Nevada corporation and executed the foregoing ADDENDUM TO WATER BANKING AGREEMENT FOR THE TRANSFER OF OWNERSHIP OF WATER RIGHTS on behalf of said entity.

Barbara A. Singer
Notary Public

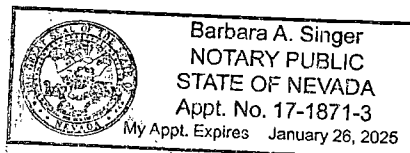
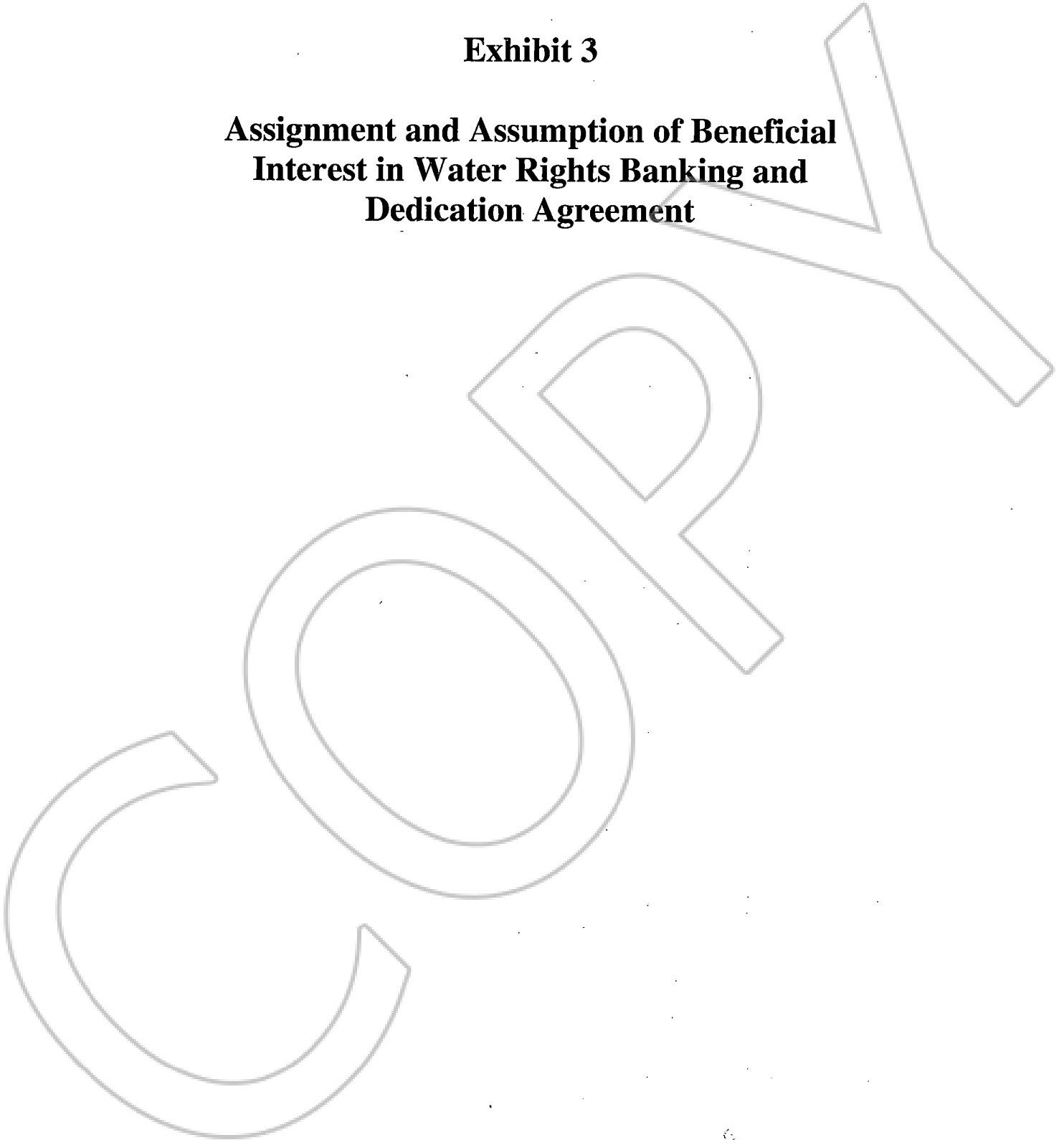


Exhibit 3

**Assignment and Assumption of Beneficial
Interest in Water Rights Banking and
Dedication Agreement**



APN: N/A

When Recorded mail to:

Lincoln County Water District
1005 Main Street, Suite 103
P.O. Box 936
Panaca, NV 89042

**ASSIGNMENT AND ASSUMPTION OF BENEFICIAL INTEREST IN WATER
RIGHTS BANKING AND DEDICATION AGREEMENT**

This Assignment and Assumption of Beneficial Interest in Water Rights Agreement (the "Agreement") is made and entered into this 7th day of March, 2023 by and between VIDLER WATER COMPANY, INC., hereinafter referred to as "Assignor", and Lincoln County Water District, hereinafter referred to as "Assignee".

RECITALS

- I. Assignor desires to convey a portion of its beneficial interest in a certain Water Rights Banking and Dedication Agreement to Assignee.
- II. Assignee desires to receive said property and formally assume the interest in said Water Rights Banking and Dedication Agreement and perform all applicable covenants and conditions contained in said Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. Assignment: Assignor assigns, transfers and forever quitclaims, and does release unto the Assignee and to its heirs, successors and assigns forever, all of Assignor's right, title and interest in and to the portion of its beneficial interest in the Water Rights Banking and Dedication Agreement by and between Assignor and LINCOLN COUNTY WATER DISTRICT ("LCWD") executed on FEB 21, 2023 (the "Banking Agreement") with respect to (and solely with respect to) the following described water rights:

All right, title, and interest in and to the State of Nevada, Division of Water Resources Permit No. 83001, not to exceed Seven Thousand Two Hundred Forty and No Tenths (7,240.0) acre-feet annually, together with a proportionate share of the rate of diversion.

All right, title, and interest in and to the State of Nevada, Division of Water Resources Permit No. 82727, 82728, 72220, and 72221, not to exceed One Thousand and No Tenths (1,000.0) acre-feet annually, together with a proportionate share of the rate of diversion.

All right, title, and interest in and to the State of Nevada, Division of Water Resources Permit No. 80648, Certificate No. 19594, not to exceed Five Hundred Four and Five Tenths (504.5) acre-feet annually, together with a proportionate share of the rate of diversion.

All right, title, and interest in and to the State of Nevada, Division of Water Resources Permit No. 80649, Certificate No. 19595, not to exceed Five Hundred Four and Five Tenths (504.5) acre-feet annually, together with a proportionate share of the rate of diversion.

A copy of the Banking Agreement and Recorded Water Rights Deed conveying all of the water rights covered by the Banking Agreement (including the Assigned Water Rights and the Reserved Water Rights) to LCWD are attached hereto as **Exhibit "A"** and **Exhibit "B"**, respectively, and by this reference incorporated herein.

2. Assumption. Assignee expressly assumes the Banking Agreement with respect to the Assigned Water Rights and agrees to perform all covenants, conditions, duties, responsibilities, liabilities and obligations contained therein with respect to the Assigned Water Rights. From and after the effective date hereof, Assignee will become the "Dedicator" under the Banking Agreement with respect to the Assigned Water Rights and Assignor will remain the "Dedicator" under the Banking Agreement with respect to the Reserved Water Rights. Both Assignor and Assignee, to the extent they hold or retain an interest in the Banking Agreement, shall be severally liable to LCWD for each Dedicator's obligations under the Banking Agreement.
3. Warranties and Representations. Assignee warrants and represents as follows:
 - a. Assignee is not prohibited under any other agreement with any other person or any judgment or decree, from the execution and delivery of this Agreement under the Banking Agreement;
 - b. No action has been brought or threatened which would in any way interfere with the right of Assignee to execute this Agreement and perform all of Assignee's obligations contained herein or any of the obligations in the Banking Agreement;
 - c. Assignee has full power and authority to consummate the transactions contemplated under this Agreement.

4. Acknowledgement. Assignee and LCWD acknowledge that the Banking Agreement is in full force and effect;
5. Costs. Assignee shall pay all costs of the assumption made hereby, to include without limitation, attorneys' fees, transfer taxes and any other associated fees.
6. Paragraph Headings. The paragraph headings used herein are for convenience of reference only and shall not be used in the interpretation or construction hereof.
7. Governing Law and Venue. This Agreement shall be governed, interpreted and construed by, through and under the laws of the State of Nevada in the district courts of Lincoln County, Nevada.
8. Attorneys' Fees. All costs incurred by LCWD or Assignor in enforcing this Agreement including, without limitation, reasonable attorneys' fees through any court proceedings shall be paid by Assignee.
9. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their successors and assigns, heirs and personal representatives.

ASSIGNOR

VIDLER WATER COMPANY, INC.

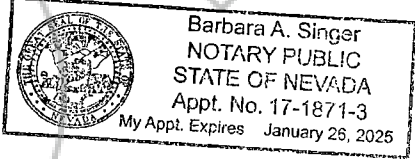
By: *Donald S. Manahan*
Its: *President*

Dated: *March 7*, 20*23*

STATE OF NEVADA)
 ss.
COUNTY OF *Carson City*

On this *7* day of *March*, 20*23*, personally appeared before me, a notary public, *Dorothy Timmons Palmer*, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she is the *President* of VIDLER WATER COMPANY, INC. and executed the foregoing ASSIGNMENT AND ASSUMPTION OF BENEFICIAL INTEREST IN WATER RIGHTS BANKING AND DEDICATION AGREEMENT on behalf of said entity.

Barbara A. Singer
Notary Public



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ASSIGNEE

Company Name: Lincoln County Water District

By: Wade Poulson
Its: MANAGER

Dated: MARCH 14, 2023

Assignee Contact Information:

Name: WADE POULSEN

Capacity: MANAGER

Address: 1005 MAIN ST. BOX 936

City, State, Zip: PANACA, NV 89042

Phone Number: 775-962-8068

STATE OF NEVADA)

COUNTY OF Carson City SS.

On this 14th day of March, 2023 personally appeared before me, a notary public, Wade Poulson, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she is the Manager of Lincoln County Water District and executed the foregoing ASSIGNMENT AND ASSUMPTION OF BENEFICIAL INTEREST IN WATER RIGHTS BANKING AND DEDICATION AGREEMENT on behalf of said entity.



Leann Brandt
Notary Public

APPROVED AND ACCEPTED by LINCOLN COUNTY WATER DISTRICT, on this 21
day of FEBRUARY, 2023

LINCOLN COUNTY WATER DISTRICT

By: Wade Paulsen
LCWD, Manager

STATE OF NEVADA)

COUNTY OF Carson City ^{SS.}

On this 14th day of March, 2023 personally appeared before me, a notary public, Wade Paulsen, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she is the Manager of LINCOLN COUNTY WATER DISTRICT. and executed the foregoing ASSIGNMENT AND ASSUMPTION OF BENEFICIAL INTEREST IN WATER RIGHTS BANKING AND DEDICATION AGREEMENT on behalf of said entity.



Leann Brandt
Notary Public

4878-4847-1627, v. 1

VIDLER WATER COMPANY, INC.

LINCOLN COUNTY WATER DISTRICT

By: *Dorothy Timian Palmer*
DOROTHY TIMIAN PALMER
Its: President and Chief Executive Officer

By: *Varlin Higbee*
Its: Chair

Dated: March 7, 2023

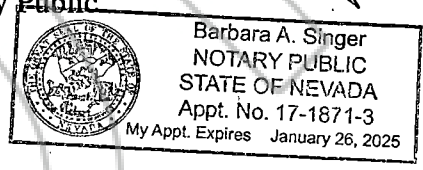
Dated: 02-21-23, 2023

Attest: *Wade Foubler*
General Manager

STATE OF NEVADA)
COUNTY OF Cason City) ss.

On this 7 day of March, 2023, personally appeared before me, a notary public, DOROTHY TIMIAN PALMER, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that she is the President and Chief Executive Officer of VIDLER WATER COMPANY, INC., a Nevada corporation and executed the foregoing Water Banking Agreement on behalf of said entity.

Barbara A. Singer
Notary Public



STATE OF NEVADA)
COUNTY OF Nevada) ss.

On this 21st day of February, 2023, personally appeared before me, a notary public, Varlin Higbee, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she is the Chair of the LINCOLN COUNTY WATER DISTRICT and executed the foregoing Water Banking Agreement on behalf of said entity.

M. Howard
Notary Public

