

WATER USE AGREEMENT

This Water Use Lease and Deed Agreement (this “AGREEMENT”) is entered into effective as of October 1, 2025 (“Effective Date”) by and between City of Ely (“CITY), a municipal corporation of the State of Nevada, and White Pine County (“COUNTY”), a political subdivision of the State of Nevada. CITY and COUNTY are also referred to herein individually as “PARTY” and collectively as “PARTIES.”

RECITALS

WHEREAS, the CITY is the owner of primary and supplemental groundwater, surface water and effluent rights designated by the Nevada Division of Water Resources (“STATE ENGINEER”) as Water Right Permits, Permit No. 28113 (Certificate No. 8457), Permit No. 29669 (No Certificate Number), Permit No. 7650 (Certificate No. 2511), Permit No. 8769 (Certificate No. 2510), Permit No. 15613 (Certificate No. 6835), Permit No. 17061 (Certificate No. 6803), Permit No. 20811 (Certificate No. 7946), Permit No. 24379 (Certificate No. 8360), Permit No. 24660 (Certificate No. 8361), Permit No. 338 (Certificate No. 1085), and Permit No. 51327 (No Certificate Number), the foregoing 11 Permit Nos. are only portions of those rights appurtenant to APN 010-424-04, and hereinafter described as “CITY WATER RIGHTS;”

WHEREAS, the COUNTY is the owner of primary Industrial Groundwater Rights in Steptoe Valley designated by the STATE ENGINEER as Water Right Permit No. 72732 (“COUNTY WATER RIGHTS”), and these rights encompass a quantity of water equal to or greater than four hundred twenty and four tenths (420.4) AFA;

WHEREAS, the CITY and COUNTY recognize this AGREEMENT as an economic benefit to the CITY and COUNTY, which would include economic and social benefits to the CITY and COUNTY;

WHEREAS, the COUNTY’s lease of the portion of the White Pine County Golf Course located on APN 010-424-04, commonly referred to as the “back 9 holes”, from the CITY currently has an expiration date of May 31, 2051, the PARTIES have mutually agreed that this AGREEMENT shall have an initial term of five (5) years, subject to a renewal term of up to an additional five (5) years as further described in Section 5 of this AGREEMENT; and

WHEREAS, the primary objective of this AGREEMENT is to facilitate a reduction in the demand on the CITY’s Municipal Water System via an interim arrangement that will enable the White Pine County Golf Course to utilize a shared replacement irrigation well (“REPLACEMENT WELL”) that will deliver non-potable water, with the PARTIES aspiring to have the entire White Pine County Golf Course drawing from the REPLACEMENT WELL by April 1, 2027.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and COUNTY covenant and agree as follows:

ARTICLE I
LEASED AND DEEDED WATER RIGHTS

1. Grant of WATER RIGHTS from CITY to COUNTY for PERMITTED USES.

(a) The CITY hereby represents and warrants that it has all necessary authority and has performed all necessary actions required of a municipal government to lease to COUNTY the right to divert and use the CITY WATER RIGHTS, as specified herein.

(b) At no cost to COUNTY, the CITY hereby leases the CITY WATER RIGHTS appurtenant to APN 010-424-04 to the COUNTY in the amount of four hundred and twenty and four tenths (420.4) AFA (which amount is a combination of surface and underground rights).

(c) This lease of the CITY WATER RIGHTS to COUNTY for a term to expire upon expiration or termination of this AGREEMENT.

(d) Should the COUNTY ever acquire the “back 9 holes” of the White Pine County Golf Course (designated as parcel APN 010-424-04) from the CITY, the CITY shall deed the CITY WATER RIGHTS to COUNTY as part of such acquisition of APN 010-424-04 by the COUNTY. Until and unless such acquisition by the COUNTY occurs, the CITY shall maintain the CITY WATER RIGHTS in good standing and unencumbered, including associated infrastructure excluding the REPLACEMENT WELL that the COUNTY will develop, own and operate as part of its obligations under this AGREEMENT.

(e) Notwithstanding any other provision of this AGREEMENT, the PARTIES acknowledge and agree that their mutual interest in, and right to use, the REPLACEMENT WELL shall continue indefinitely, subject to modification or termination only by a written agreement duly executed and dated by both PARTIES, or as otherwise required by law.

(f) The CITY has the right under this AGREEMENT to reduce the amount of water available from the CITY’s Municipal Water System to the COUNTY for irrigation of the “front 9 holes” of the White Pine County Golf Course, located on APN 010-420-93, if such reduction is necessary to ensure sufficient fire protection for the local community. Such reductions will occur whenever water reserves in the Courthouse Tanks fall below a minimum level of 25 feet. Reductions under this provision will be as extensive as required to ensure sufficient fire protection. The CITY’s Public Works Director and the COUNTY’s Parks and Building Maintenance Superintendent shall communicate and coordinate with respect to any reductions based on this provision.

(g) The CITY has the right to reduce the supply of water available to the COUNTY from the CITY’s Municipal Water System for irrigation of the “front 9 holes” of the White Pine County Golf Course, located on APN 010-420-93, with prior notice to COUNTY and without consideration of the water level in the Courthouse Tanks, if the CITY’s 17th and M Well or the Golf Course Municipal well become inoperative.

(h) As part of this AGREEMENT, the COUNTY shall drill a replacement irrigation well (the “REPLACEMENT WELL”) that will serve as the point of diversion for both COUNTY and CITY’s general irrigation water rights. The REPLACEMENT WELL shall include two separate water meters, one for the CITY and one for the COUNTY. Electricity costs for the operation of the REPLACEMENT WELL will be divided between the CITY and COUNTY proportionate to each entity’s usage as recorded by the water meters. Other than costs related to the purchase and installation of the water meters, which shall be borne equally by the COUNTY and CITY, general maintenance costs for irrigation water including, but not limited to, the REPLACEMENT WELL, the pump, and other items necessary to maintain operation of the REPLACEMENT WELL, shall be divided between the CITY and the COUNTY proportionate to usage as recorded by the water meters.

(i) Until March 31, 2027, the CITY will supply to the White Pine County Golf Course at a discounted rate, the Inter-Organizational Rate, until the meter and infrastructure are operational. The CITY will supply water to the (“front 9 holes”) portion of the White Pine County Golf Course, which is not located on the CITY’s parcel APN 010-424-04, from the CITY’s Municipal Water System at a discounted rate, the Inter-Organizational Rate, until Application 92501 is approved by the STATE ENGINEER or the COUNTY secures another viable option for watering the non-APN 010-424-04 portion of the White Pine County Golf Course, that is, the “front 9 holes” located on APN 010-420-93 .

(i) If the REPLACEMENT WELL is not operational by March 31, 2027, the Inter Organization Rate will be discontinued, and the CITY will then supply to the White Pine County Golf Course at the CITY water rate.

(ii) The following monthly allotments to be diverted and used by the COUNTY: three million three hundred thousand (3,300,000) gallons in April; four million four hundred thousand (4,400,000) gallons in May; six million six hundred thousand (6,600,000) gallons in June; six million six hundred thousand (6,600,000) gallons in July; six million six hundred thousand (6,600,000) gallons in August; five million five hundred thousand (5,500,000) gallons in September; and one million one hundred thousand (1,100,000) gallons in October; and zero (0) gallons in the other months of the year.

(iii) The COUNTY shall pay the CITY a discounted rate, the Inter-Organizational Rate, except as contemplated under section (1)(i)(i) above, for water diverted and used as part of the thirty-four million one hundred thousand (34,100,000) gallon annual allotment, as described in the preceding paragraph. The COUNTY shall pay the CITY the CITY water rate for any monthly usage in excess of the allotments described in the preceding paragraph.

(iv) The above-described monthly allotments do not “carry over.” If the monthly allotment is not used in any given month, the unused portion cannot be added to the allotment of any other month.

2. Grant of WATER RIGHTS from CITY to COUNTY for PERMITTED USES.

(a) The COUNTY hereby represents and warrants that it has all necessary authority and has performed all necessary actions required of a county government to deed to CITY the right to divert and use the COUNTY WATER RIGHTS, as specified herein.

(b) The COUNTY shall hereby deed the COUNTY WATER RIGHTS to the CITY in the amount of four hundred and twenty and four tenths (420.4) AFA from the COUNTY's Industrial Water Rights in Steptoe Valley.

3. Scheduled Hours.

(a) The PARTIES agree that the COUNTY will exercise its access to the CITY WATER RIGHTS contemplated by this AGREEMENT solely during nighttime, which, for the purposes of this AGREEMENT, nighttime is hereby defined as the period beginning at 9:00 pm and concluding at 7:00 a.m.

(b) If watering during non-nighttime hours is ever needed, the COUNTY shall use the point of dispersal associated with CITY's Permit No. 8769 (Certificate No. 2510), the well located at the concrete pond.

4. Mitigation.

(a) Should issues arise during the term of this AGREEMENT pertaining to mitigation of existing water rights (existing at the time that this AGREEMENT goes into effect) of any person or entity, such issues shall be resolved in accordance with the Nevada Revised Statutes and Nevada Administrative Code.

5. Term and Termination.

(a) INITIAL TERM and RENEWAL TERM. The term of this AGREEMENT shall commence on the Commencement Date ("COMMENCEMENT DATE") of October 1, 2025 and continue thereafter for an initial term of five (5) years and ending on September 30, 2030 ("INITIAL TERM"), subject to the Renewal Term ("RENEWAL TERM") of up to an additional five (5) years as described in Section 5(b) of this AGREEMENT (below). For purposes of this AGREEMENT, COMMENCEMENT DATE means October 1, 2025. Each annual period commencing on October 1 (of any year) and ending on September 30 (of any year) shall hereinafter be referred to as a "TERM YEAR."

(b) NON-RENEWAL. The PARTIES shall have the right, exercisable during the INITIAL TERM by a signed and dated written notice to the other PARTY, to non-renew the term of this AGREEMENT with respect to all or any portion of the five (5) year RENEWAL TERM, subject to the time limits set forth in the following sentence. Any such notice to non-renew for all or less than all of the five (5) year RENEWAL TERM under Section 5(a) of this AGREEMENT (above) shall be delivered in a signed and dated writing to the other PARTY no later than thirty (30) days prior to the end of the INITIAL TERM of this AGREEMENT, i.e., shall be delivered to the other PARTY no later than August 31, 2030. Failure of a PARTY to

deliver a timely notice of non-renewal in a signed and dated writing to the other PARTY shall obligate the PARTIES to the RENEWAL TERM of this AGREEMENT.

(c) TERMINATION. This AGREEMENT may be terminated at any time by mutual written consent, signed and dated by the PARTIES, or as otherwise provided in this AGREEMENT. ~~Unless otherwise mutually agreed in a signed and dated writing, upon termination of expiration of this AGREEMENT, all rights, interests, obligations, and benefits granted or arising under this AGREEMENT shall automatically revert the PARTY or PARTIES that originally held such rights and interests prior to the execution of this AGREEMENT, without further action required but subject to 5(d) immediately below.~~

(d) RIGHT TO WELL CONTINUES INDEFINITELY. Notwithstanding any other provision of this AGREEMENT, the PARTIES acknowledge and agree that their mutual interest in, and right to use, the REPLACEMENT WELL shall continue indefinitely, subject to modification or termination only by a written agreement duly executed and dated by both PARTIES, or as otherwise required by law.

6. Exclusivity of Use.

(a) The CITY shall make no other commitments, be they verbal, implied, written or otherwise to any third party during the term of this AGREEMENT that would prevent the CITY from fulfilling its obligations to the COUNTY under this AGREEMENT.

(b) The CITY shall not, without the prior written, signed and dated, consent of COUNTY:

(i) Take any action which could cause the abandonment, cancellation, or forfeiture of the CITY WATER RIGHTS; or,

(ii) Apply for, seek, or implement any action which would change the status of the CITY WATER RIGHTS other than those actions required of the CITY to facilitate PERMITTED USES hereunder.

(c) The COUNTY shall make no other commitments, be they verbal, implied, written or otherwise to any third party during the term of this AGREEMENT that would prevent the COUNTY from fulfilling its obligations to the CITY under this AGREEMENT.

(d) The COUNTY shall not, without the prior written, signed and dated, consent of CITY:

(i) Take any action which could cause the abandonment, cancellation, or forfeiture of the COUNTY WATER RIGHTS; or,

(ii) Apply for, seek, or implement any action which would change the status of the COUNTY WATER RIGHTS other than those actions required of the COUNTY to facilitate PERMITTED USES hereunder.

ARTICLE II GENERAL TERMS AND CONDITIONS

7. Rights and Remedies.

(a) Perpetuities. To the extent that the AGREEMENT or any provision hereof could be construed to create, for purposes of the Nevada Rule Against Perpetuities (NRS §111.103 *et seq.*), a non-tested property interest for any period of time, the PARTIES agree that such interest shall vest if at all, within the time period allowed by such rule.

(b) Default and Cure.

(i) If either PARTY believes the other PARTY to be in default of any obligation, the allegedly wronged PARTY shall notify the allegedly defaulting PARTY in a signed and dated writing specifically articulating the nature of the alleged default. The allegedly defaulting PARTY shall then be entitled to either:

(1) Cure such default within 30 days;

(2) Commence to cure the alleged default within 30 days and thereafter diligently complete such cure; or,

(3) Challenge the legitimacy of the allegation.

(ii) If the allegedly defaulting PARTY challenges the legitimacy of the allegation and it is finally determined in a Court of competent jurisdiction that a default in fact occurred, the defaulting PARTY shall then have the right to:

(1) Cure such default within 30 days; or,

(2) Commence to cure the alleged default within 30 days and thereafter diligently complete such cure.

(b) Remedies.

(i) In the event a PARTY does not cure or challenge a default within the times permitted by Section 7(b) (above), the PARTY shall have all rights and remedies provided under Nevada law for a default under the AGREEMENT.

(ii) In the event of an uncured or unchallenged default, the non-defaulting PARTY shall be entitled to an injunction to prevent breaches or threatened breaches of the AGREEMENT and/or compel specific performance of the AGREEMENT because either PARTY would be irreparably harmed in the event of a breach by the other PARTY and monetary damages would be inadequate.

(iii) In the event that a PARTY seeks an injunction then that PARTY:

(1) Shall not be required to post a bond or other security to ensure the injunction;

(2) Shall not be required to provide proof of damages to ensure the injunction: and,

(3) Enforcement of the injunction shall not exclude the non-enjoined PARTY from seeking any and all other remedies that the non-enjoined PARTY may be entitled at law or in equity.

(iv) These rights and remedies available after complying with Section 7(b) shall not be mutually exclusive and the exercise of one or more such rights and remedies shall not preclude the exercise of any other rights and remedies.

8. Representations and Warranties.

(a) Validity of CITY WATER RIGHTS. The CITY represents and warrants that as of the date of execution of this AGREEMENT and the term of this AGREEMENT:

(i) The CITY WATER RIGHTS being leased to the COUNTY are and will remain valid and in good standing under applicable law;

(ii) The CITY holds and shall continue to hold title to the CITY WATER RIGHTS being leased to the COUNTY, free and clear of all liens, claims or other encumbrances; and,

(iii) The CITY has not contracted, optioned or otherwise obligated the CITY WATER RIGHTS to any third party.

(b) Validity of COUNTY WATER RIGHTS. The COUNTY represents and warrants that as of the date of execution of this AGREEMENT ~~and throughout the term of this~~ AGREEMENT:

~~(i)~~ (i) The COUNTY WATER RIGHTS being deeded to the CITY are and will ~~be~~ remain valid and in good standing under applicable law; ~~and,~~

~~(ii) The COUNTY holds and shall continue to hold title to the COUNTY WATER RIGHTS being deeded to the CITY, free and clear of all liens, claims or other encumbrances; and,~~

~~(iii)~~ (ii) The COUNTY has not contracted, optioned or otherwise obligated the COUNTY WATER RIGHTS to any third party.

(c) Statutory Compliance. The CITY and COUNTY represent and warrant that as of the date of execution of this AGREEMENT that:

(i) The CITY and COUNTY are and will remain in compliance with Nevada law and have the authority to enter into this AGREEMENT; and,

(ii) The CITY and COUNTY have satisfied all legal preconditions to entering into the AGREEMENT.

9. Construction & Interpretation

(a) Construction.

(i) The AGREEMENT constitutes the entire understanding and agreement between the PARTIES, and supersedes all prior representation, negotiations, and agreements.

(ii) The AGREEMENT shall be governed by and construed in accordance with the laws of the State of Nevada.

(iii) The Seventh Judicial District Court, in and for the County of White Pine, State of Nevada, will be the forum for any litigation arising from or relating to the AGREEMENT.

(iv) Neither PARTY shall be deemed the drafter of this document as both PARTIES have had their respective counsel read, review and revise the terms stated herein before this AGREEMENT was executed by either PARTY.

(b) Interpretation.

(i) Both PARTIES have approved the language of this AGREEMENT and agree the language expresses their mutual intent. Therefore, there is no drafter and thus cannot be presumption for or against a drafter in interpreting or enforcing this AGREEMENT.

(ii) No rule of strict construction shall be applied against either PARTY.

(iii) No delay or failure by either PARTY to exercise any right under this AGREEMENT, and no partial or single exercise of that right, shall constitute waiver of that or any other right, unless expressly permitted herein. Either PARTY may, by notice delivered in the manner provided in this AGREEMENT, but shall not be under obligations to, waive any of its rights or any conditions to obligations it is owed, or any covenant or duty of any other PARTY. No waiver shall affect or alter the remainder of the AGREEMENT, and each and every covenant, duty, and condition shall continue in full force and effect with respect to any other breach, whether existing prior to or occurring subsequent to the waiver.

(iv) The clause headings appearing in this AGREEMENT have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the clauses to which they pertain.

10. Notice.

Any notice that is required or permitted to be given under this AGREEMENT shall be in a signed and dated writing and be deemed sufficiently given when sent by email (with proof of read receipt required), certified or registered United States Mail, or by Overnight Delivery by a nationally recognized carrier to the respective addresses of the CITY and COUNTY as set forth below:

If to the CITY: Mayor, City of Ely
C/O City Clerk
501 Mill St.
CityClerk@cityofelynv.gov
(775) 289-2430

If to the COUNTY: Chairperson, Board of County Commissioners
C/O: County Clerk
1786 Great Basin Blvd., Suite 3
Ely, Nevada 89301
WPClerk@WhitePineCountyNV.gov
(775) 293-6509

Such addresses may be changed from time to time by means of a notice given as provided in this Section (Section 10).

11. Successors and Assigns.

- a. Neither CITY nor COUNTY shall have the right to assign, convey, mortgage, encumber or transfer ("ASSIGNMENT"), without prior written consent of the other PARTY, any of its rights, benefits, privileges, interests or obligations arising hereunder, which shall in all respects remain subject to the terms and conditions of this AGREEMENT. In the event of such ASSIGNMENT, the PARTY making the ASSIGNMENT shall send a signed and dated written notice to the other PARTY notifying that PARTY of such ASSIGNMENT, and each permitted assignee shall sign and agree in a dated writing, in a customary form reasonably acceptable to the PARTY not making the ASSIGNMENT, to be bound by the terms and conditions of this AGREEMENT, including, but not limited to, using the leased and/or deeded WATER RIGHTS only for the PERMITTED USES. Without limiting the generality of the foregoing, the rights and obligations of the PARTIES hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

- b. Any other ASSIGNMENT, conveyance, or transfer of either PARTY's right, title, or interest under this AGREEMENT not specifically described in Section 11(a) herein (above) shall require the prior written, signed and dated, consent of the other PARTY in its sole and absolute discretion and any unpermitted ASSIGNMENT shall be voidable by the other PARTY.

12. Miscellaneous.

- a. Modification. No modification, variation, or amendment of this AGREEMENT will be effective unless in writing, signed and dated, by both PARTIES.
- b. Authorization. Each individual executing the AGREEMENT does thereby represent and warrant that he or she has been duly authorized to sign the AGREEMENT in his or her capacity on behalf of the entities it represents.
- c. Force Majeure.
 - i. Force Majeure. The failure to perform or to comply with any of the obligations under the AGREEMENT, either expressed or implied, on the part of a PARTY shall not be a ground for termination of the AGREEMENT, and such PARTY shall not be liable for failure to perform its obligations during any period in which performance is prevented, in whole or in part, by events of "Force Majeure."
 - ii. Definition. The term "Force Majeure" shall include events or causes beyond the reasonable control of a PARTY including acts of God; actions of the elements, including, but not limited to, inclement weather, floods, slides, cave-ins, sinkholes, earthquakes, and drought; acts of war or conditions arising out of or attributable to war, whether declared or undeclared; riot; civil strife; pandemic; fire; explosion; curtailment or suspension of activities to remedy or avoid an actual or alleged, present, or future violation of federal, state or local environmental standard; a change in the laws, rules, regulations, orders, directories and requests of government bodies or agencies that do or may provide direct or indirect oversight of the primary activities involved; inability to obtain reasonably acceptable terms or in reasonably acceptable time any public or private licenses, permits, or other authorizations relevant to activities or purposes of the AGREEMENT; or any other cause whatsoever beyond the control of such PARTY, whether similar or dissimilar to the foregoing, that frustrate the purpose of the AGREEMENT, except for the inability to meet financial commitments.
 - iii. Use of Force Majeure. If a PARTY is delayed in or prevented from performing any obligation by any such cause, the time of such delay or interruption shall not be counted against the term of the AGREEMENT, and the AGREEMENT shall be extended while and so long as such performance is delayed or prevented. If a PARTY desires to invoke the

provisions of this section, it shall file notice of the event or condition causing Force Majeure within ninety (90) days of the instigation of such event or condition and thereafter advise the other PARTY with respect to its efforts to resolve the situation causing Force Majeure and of termination of such event or condition.

- d. Execution. The AGREEMENT may be executed cooperatively by the PARTIES or in counterparts. If executed in counterparts, each shall be deemed an original, but all of which together shall constitute one or the same AGREEMENT.
- e. Recording. A copy of the AGREEMENT, or executed counterparts, shall be recorded in the official records of the White Pine County Recorder concurrently with the cooperative execution of delivery of counterparts to the PARTIES. A copy of the AGREEMENT, or executed counterparts, shall also be filed with the STATE ENGINEER, Carson City, Nevada, with applicable notice thereof being placed in the WATER RIGHTS.
- f. Binding. Subject to the provisions of Sections 11(a) and 11(b), this AGREEMENT will inure to the benefit of and be binding upon the PARTIES hereto and their respective successors, permitted assigns, administrators, and legal representatives.
- g. Further Assurances. From time to time, whether at or after execution of this AGREEMENT, as and when requested, the PARTIES agree to execute, acknowledge, and deliver all such instruments or documents and take such other action as may be reasonable or necessary to effectuate the terms, conditions, and purposes of this AGREEMENT.
- h. Severability. Any provision of this AGREEMENT that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.
- i. Open Meeting Law. This AGREEMENT and any amendment, modification, alteration, or change of the provisions of this AGREEMENT shall only be approved in an open meeting, unless a specific statutory provision allows or requires the discussion or negotiations to be held in private. Notwithstanding, any results of the negotiations or discussions shall be placed on the record pursuant to Nevada's Open Meeting Law.
- j. Legal Requirements. All PARTIES to this AGREEMENT shall comply with all applicable federal, state, and local laws in performing this AGREEMENT.

~~k. Final Expiration. Upon final expiration of the Term, the AGREEMENT shall immediately terminate all ownership interests, licenses and other rights to the control, and no PARTY shall owe the other PARTY any further duties,~~

~~obligations or consideration, save those duties and obligations which expressly survive the termination of this AGREEMENT.~~

l.k. Survival. Any and all provisions of this AGREEMENT which, by their nature, would reasonably be expected to be complied with or performed after the expiration or termination of this AGREEMENT shall survive and be enforceable after the expiration or termination of this AGREEMENT. Termination or expiration of this AGREEMENT shall not affect the rights or obligations of either PARTY that have arisen before the date of such termination or expiration. A PARTY's indemnification and confidentiality obligations shall survive termination or expiration of this AGREEMENT in the manner described herein.

m.l. Relationship of the PARTIES. Neither PARTY is the agent, employee, or legal representative of the other. Each PARTY has and hereby retains the right to exercise full control of and supervision over the performance of its obligations hereunder and full control over the employment, direction, compensation, and discharge of its employees assisting in the performance of such obligations.

[Signatures on Following Page]

IN WITNESS WHEREOF, and intending to be bound as of the Effective Date, the PARTIES have caused this AGREEMENT to be signed and delivered by their duly authorized representatives.

CITY OF ELY

By: _____
NATHAN ROBERTSON
MAYOR, CITY OF ELY

STATE OF NEVADA)
) SS
COUNTY OF WHITE PINE)

This instrument was acknowledged before me on _____,
2025 by NATHAN ROBERTSON, Mayor of the City of Ely, who being duly appointed and
authorized does hereby bind City of Ely, a political subdivision of the State of Nevada.

(Notary stamp)

Signature of Notary Public

WHITE PINE COUNTY

By: _____
JANET VANCAMP, CHAIRPERSON
BOARD OF COUNTY COMMISSIONERS

STATE OF NEVADA)
) SS
COUNTY OF WHITE PINE)

This instrument was acknowledged before me on _____,
2025 by JANET VANCAMP, Chairperson of the White Pine County Board of County
Commissioners, who being duly appointed and authorized does hereby bind White Pine County,
a political subdivision of the State of Nevada.

(Notary stamp)

Signature of Notary Public