

STORED WATER PROGRAM PARTICIPANT AGREEMENT

This Stored Water Program Participant Agreement (“Agreement”) is entered into on this ____ day of _____, 2023 by and between the Walker River Irrigation District (the “District”) and the Owner (“Participant”) whose name, address and signature appear below.

RECITALS

1. The District is an irrigation district organized and existing under Chapter 539 of the Nevada Revised Statutes.

2. Pursuant to Section 208(a)(1) and Section 208(b)(2)(A), the District has entered into a Grant Agreement with the National Fish and Wildlife Foundation (“NFWF”) for the design, administration and management of a Stored Water Program to increase Walker Lake inflows and for use in obtaining information related thereto.

3. Landowners within the District boundaries with apportioned benefits from storage water rights held by the District in Bridgeport and Topaz Reservoirs are eligible to voluntarily participate in the Stored Water Program.

4. Participant’s District Water User Number is _____.

5. On _____, 2023, Participant applied to enroll _____ acre feet of Participant’s Stored Water under Participant’s Water User No. _____ in the Stored Water Program.

6. On March 7, 2023, the District Board established the stored water allocation for the 2023 Irrigation Season at 100%.

7. Participant desires to participate in the Stored Water Program during the 2023 Irrigation Season to the extent provided herein.

NOW, THEREFORE, based upon the foregoing, the District and Participant agree as follows:

ARTICLE I

Term

This Agreement shall be effective on the date of execution hereof, and shall remain in effect through October 31, 2023 unless sooner terminated as provided herein.

ARTICLE II

Enrollment in Stored Water Program

Participant enrolls _____ acre feet of the stored water under Water User No. _____ in the District's Stored Water Program for the 2023 Irrigation Season. Participant agrees and understands that such stored water will be released by the District from Bridgeport and/or Topaz Reservoir(s), and will be allowed to flow from the outlet of said reservoir(s) to and including Walker Lake as part of the District's Stored Water Program. If the total of all participant enrollments in the Stored Water Program exceeds 25,000 acre feet, the participation of each enrollee will be reduced by a fraction, the denominator of which is the total acre feet enrolled in the Program by all participants, and the numerator of which is the total acre feet originally enrolled in the Program by the Participant.

ARTICLE III

Limitations Related to Water Use Under State Engineer Permits or Certificates

Participant understands and agrees that the Stored Water enrolled in the Stored Water Program pursuant to this Agreement will be considered by the Nevada State Engineer as water used to irrigate, and will be deducted from the quantity of water which may be used during the 2023 irrigation season under any State Engineer issued permit or certificate which limits water use to 4.0 acre feet from all sources. Participant further understands and agrees that as a result of

enrolling stored water in the Stored Water Program, Participant will not be eligible to apply for, and hereby waives any right to apply for, underground water from the District well during the 2023 Irrigation Season.

ARTICLE IV

Availability of Other Surface Water

Subject to Article III and except with respect to the stored water enrolled in the Stored Water Program, Participant may use any other surface water lawfully available to Participant for irrigation during the 2023 Irrigation Season.

ARTICLE V

Changes to Water Rights

In order to implement the Stored Water Program, the District will file two temporary change applications with the Nevada State Engineer, one for Bridgeport Reservoir and one for Topaz Reservoir (the “Temporary Change Applications”). Among other things, pursuant to the Temporary Change Applications, the District will identify by District User Number and District Water Card Number all participants in the Program and the extent of their participation, including with respect to Participant. Participant authorizes the District to file the Temporary Change Applications for purposes of implementing this Agreement and with respect to Participant. If the State Engineer does not approve the Temporary Change Applications by June 18, 2023, then both Participant and the District are released from their respective obligations hereunder, and Participant may utilize the Stored Water enrolled in the Stored Water program for irrigation purposes.

ARTICLE VI

Payment to Participant

Participant will be paid \$147.00 for each acre foot of Participant's stored water enrolled in the Stored Water Program and released from storage. In the event that the \$147.00 per acre foot price does not result in sufficient participation in the Program, and the District receives approval for a higher price per acre foot as provided in the Grant Agreement, Participant will be paid the higher price per acre foot. The payment will be made by the District to Participant within 30 days after the District receives payment in full under the Grant Agreement from NFWF. Participant understands and agrees that the Stored Water Program is funded solely by a grant from NFWF. The expenditure or advance of any money for the performance of any obligation of the District under this Agreement shall be contingent upon its receipt of such funds. No liability shall accrue to the District in the event NFWF fails to provide said funds. If the District determines that it does not have and will not receive from NFWF adequate funding to make the payment described above, it shall endeavor to promptly notify Participant of all others participating in the Stored Water Program. Said notice may be delivered orally, directly to Participant, or by written notice delivered to Participant as set forth herein, and the obligations of the parties under this Agreement shall immediately terminate.

ARTICLE VII

District Assessments

Participant understands and agrees that Participant remains responsible to pay all assessments associated with the stored water enrolled in the Stored Water Program pursuant to this Agreement during the term of this Agreement.

ARTICLE VIII

Participant Representations

Participant represents and warrants to the District:

(a) that all information provided to the District in the Application is complete and correct;

(b) that he/she is the legal owner of the land to which the stored water is appurtenant, or if a lessee, has written authorization from the landowner; and

(c) that Participant is not subject to back-up withholding and has completed and provided to the District a W-9 Taxpayer Identification Number and Certification form.

ARTICLE IX

Additional Terms

(a) Nothing in this Agreement or its implementation affects, diminishes or shall be construed to affect or diminish in any way the validity of any water rights held by any party;

(b) The implementation of this Agreement is subject to the rules, regulations and determinations of all regulatory agencies having jurisdiction of the water and water rights utilized in carrying out the terms of this Agreement; and

(c) There are no intended third-party beneficiaries of this Agreement. This Agreement does not create any right in the public or in any person or entity other than the two parties hereto, and does not authorize any person or other entity other than the parties hereto to maintain an action at law or equity pursuant to this Agreement.

ARTICLE X

Liability

Participant shall indemnify and hold harmless the District from any loss or damage and from any liability on account of personal injury, property damage or claims for personal injury or death, or property damage of any nature caused by Participant or any person, firm or corporation acting on Participant's behalf related to or arising out of this Agreement.

ARTICLE XI

Assignment – Successors and Assigns Obligated

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of the parties hereto. Participant shall not make any assignment or transfer of this Agreement or any right or interest therein until approved in writing by the District, and such approval shall not be unreasonably withheld. This Agreement may be amended by either party only if both parties agree in writing to any such amendment.

ARTIVLE XII

Severability

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE XIII

Notices

Notices and other communications required under this Agreement shall be first done via a telephone call to the number listed below, personal delivery to the address listed below, or by mail, and shall be deemed to have been duly given on the date of service, if served personally on the person to whom notice is to be given, or on the third (3rd) day after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To the District: Walker River Irrigation District
Attn: General Manager
410 N. Main Street
P.O. Box 820
Yerington, Nevada 89447
Telephone: (775) 463-3523

To Participant: _____

ARTICLE XIV

Miscellaneous

(a) This Agreement shall be governed by, and construed under, the laws of the State of Nevada.

(b) This Agreement contains the entire agreement between the parties hereto, and there are no promises, agreements, conditions, undertakings or warranties, or representations, oral or written, express or implied, between them other than as set forth herein.

(c) Whenever the approval or consent of the District or Participant is required for any purpose under this Agreement, that approval or consent will not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

WALKER RIVER IRRIGATION DISTRICT

PARTICIPANT:

By: _____
General Manager

By: _____
Title: _____