

**RESOLUTION OF INTENT TO ENTER INTO AN INTERLOCAL
AGREEMENT BETWEEN CLARK COUNTY AND THE STATE OF NEVADA
TO CONVEY WATER RIGHTS TO THE STATE OF NEVADA**

WHEREAS, Clark County, a political subdivision of the State of Nevada, by and through its Desert Conservation Program ("DCP"), a division within the Department of Environment and Sustainability in the County of Clark, holds title to surface and groundwater rights which have been acquired over the years to comply with the Clark County Multiple Species Habitat Conservation Plan ("Plan") and associated Section 10(a)(1)(B) Incidental Take Permit ("Permit") issued pursuant to the federal Endangered Species Act; and

WHEREAS, the DCP has examined its inventory of water rights and determined that fifty-eight (58) surface water rights and twelve (12) groundwater rights ("Water Rights"), identified in Exhibits A and B of the proposed interlocal agreement attached hereto as Exhibit 1, are no longer necessary for Plan and Permit compliance; and

WHEREAS, the State of Nevada, acting through the Division of State Lands, and the State Land Registrar for and on behalf of the Department of Wildlife (hereinafter referred to as State of Nevada), has expressed interest in acquiring the Water Rights for the public purpose of restoring, managing, and maintaining water resources for fish and wildlife in southern Nevada; and

WHEREAS, pursuant to NRS 277.050, a governing body of a public agency may convey real property, including water rights, to another public agency without advertising for public bids on such terms as authorized by the governing body after holding a public hearing at which objections by the public may be heard, and pursuant to NRS 277.053, a governing body of a political subdivision may convey real property to the State of Nevada without charge if the property is to be used for a public purpose; and

WHEREAS, the proposed interlocal agreement between Clark County and the State of Nevada ("Interlocal Agreement"), attached hereto as Exhibit 1, sets forth the terms upon which the Water Rights may be conveyed attached hereto as Exhibit 1;

NOW, THEREFORE, be it resolved by the Clark County Board of Commissioners as follows:

1. The Board has determined that it would be in the best interest of the County to enter into the Interlocal Agreement, attached hereto as Exhibit 1, for the purpose of conveying water rights no longer needed by DCP for compliance with the Plan and Permit to the State of Nevada for the purpose of restoring, managing, and maintaining water resources for fish and wildlife in southern Nevada.
2. The Board does hereby set a public hearing for Tuesday September 21st 2021, at 10:00 a.m. in the Commission Chambers at the Clark County Government Center, 500 S. Grand Central Parkway, Las Vegas, Nevada, during the regular

Commission Meeting to hear any objections to the proposed conveyance of water rights to the State of Nevada pursuant to this Resolution and the Interlocal Agreement.

3. Upon conclusion of the public hearing, the Board may authorize and direct the Chair to execute the Interlocal Agreement to authorize conveyance of the water rights, by quitclaim deed, to the State of Nevada upon the performance and compliance by the parties of all the terms and conditions of the Interlocal Agreement.

Adopted and approved on this _____ day of _____, 2021.

COUNTY OF CLARK, STATE OF NEVADA
BOARD OF COUNTY COMMISSIONERS

By: _____
MARILYN KIRKPATRICK, CHAIR

ATTEST:

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON
DISTRICT ATTORNEY

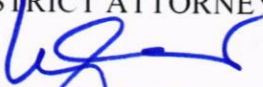
By: _____
Deputy District Attorney

EXHIBIT 1



WL-136, TA
Interest: 15741
Project: 5926

GRANTOR:
CLARK COUNTY
Desert Conservation Program
4701 W. Russell Road
Las Vegas, Nevada 89118

GRANTEE:
STATE OF NEVADA
Division of State Lands
901 South Stewart Street, Suite 5003
Carson City, Nevada 89701

CONVEYANCE AGREEMENT **CLARK COUNTY WATER RIGHTS**

THIS CONVEYANCE AGREEMENT ("CONVEYANCE AGREEMENT"), is made and entered into this _____ day of _____, 2021, by and between CLARK COUNTY, a political subdivision of the state of Nevada, acting through its DESERT CONSERVATION PROGRAM ("GRANTOR"), whose address is 4701 W. Russell Road, Suite 200, Las Vegas, Nevada 89118, and the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS and its State Lands Registrar, whose address is 901 S. Stewart Street, Suite 5003, Carson City, Nevada 89701, for and on the behalf of the DEPARTMENT OF WILDLIFE ("GRANTEE"), to hereby accept from GRANTOR, upon approval by the Interim Finance Committee, certain water rights ("WATER RIGHTS") located in Clark County as described in Exhibits A and B, attached hereto and incorporated herein by this reference. GRANTEE and

Conveyance Agreement
WL-136 Clark County Water Rights

EXHIBIT 1

GRANTOR shall be known collectively as "Parties" and individually as "Party." GRANTOR conveys the WATER RIGHTS to the GRANTEE as a donation, and there shall be no monetary payment for the conveyance.

RECITALS

WHEREAS, GRANTOR holds title to surface and groundwater water rights which have been acquired over the years to comply with the Clark County Multiple Species Habitat Conversation Plan ("Plan") and associated Section 10(a)(1)(B) Incidental Take Permit ("Permit") issued pursuant to the federal Endangered Species Act; and

WHEREAS, the DESERT CONSERVATION PROGRAM (hereinafter, DCP) has examined its inventory of water rights and determined that the fifty-eight (58) surface water rights and twelve (12) groundwater rights identified in **Exhibit A**, and their Points of Diversion depicted in the map shown in **Exhibit B**, are no longer necessary for Plan and Permit compliance; and

WHEREAS, GRANTEE has expressed interest in acquiring the water rights identified in **Exhibits A and B** for the public purpose of restoring, managing, and maintaining water resources for fish and wildlife in southern Nevada; and

WHEREAS, pursuant to NRS 277.050, a governing body of a public agency may convey real property, including water rights, to another public agency without advertising for public bids on such terms as authorized by the governing body after holding a public hearing at which objections by the public may be heard. Additionally, pursuant to NRS 277.053, a governing body of a political subdivision may convey real property to the State without charge if the property is to be used for a public purpose; and

WHEREAS, pursuant to NRS 353.335, the proposed acceptance of a gift or grant of property must be submitted to the Interim Finance Committee for approval; and

EXHIBIT 1

WHEREAS, the Parties desire to enter into this CONVEYANCE AGREEMENT so that GRANTOR may convey the water rights to GRANTEE for the public purpose set forth above.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

REAL PROPERTY

1.1 **PURPOSE.** This CONVEYANCE AGREEMENT sets forth the terms and conditions whereby GRANTOR shall transfer the WATER RIGHTS to GRANTEE for the public purpose of restoring, managing and maintaining water resources for fish and wildlife in southern Nevada (the "Public Purpose").

1.2 **AGREEMENT TO CONVEY WATER RIGHTS.** GRANTOR agrees to convey the WATER RIGHTS, located in Clark County together with all of GRANTOR's rights, title and interest, in accordance with the terms of this CONVEYANCE AGREEMENT and the QUITCLAIM DEED described herein.

1.3 **"AS IS" CONVEYANCE.** Each Party acknowledges and agrees that the WATER RIGHTS are to be conveyed by GRANTOR and accepted by GRANTEE in an "as-is" condition with, if they exist, all faults and defects. GRANTOR makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the WATER RIGHTS.

EXHIBIT 1

ARTICLE II

RESPONSIBILITIES OF THE PARTIES

2.1 **GRANTOR RESPONSIBILITIES.** GRANTOR agrees to be responsible for the following:

- An acknowledgment that GRANTOR conveys the WATER RIGHTS in “as-is” condition, with no representation or warranty that the water rights are in good standing with the State of Nevada Division of Water Resources;
 - An acknowledgment that GRANTOR conveys the WATER RIGHTS with no access rights to any publicly dedicated right-of-way;
 - A statement that the conveyance is subject to any liens, encumbrances, covenants, conditions, restrictions, reservations, rights-of-way, and easements whether or not shown in the public records; and
 - A reversionary interest in each WATER RIGHT that will transfer ownership of the WATER RIGHTS back to GRANTOR if GRANTEE does not maintain the WATER RIGHTS for the Public Purpose agreed upon herein.
- Record the Quitclaim Deed.
 - Update the ownership of each WATER RIGHT with the State of Nevada Division of Water Resources by completing and filing a separate Report of Conveyance for each WATER RIGHT.
 - Pay the fees associated with the update of ownership which includes a one-time filing fee of \$120 and a \$20 fee for each WATER RIGHT.

EXHIBIT 1

2.2 **GRANTEE RESPONSIBILITIES.** GRANTEE agrees to be responsible for the following:

- Use the WATER RIGHTS for the Public Purpose of restoring, managing, and maintaining the WATER RIGHTS for fish and wildlife in southern Nevada;
- Prepare, file and pay any associated fees to change the manner of use for the WATER RIGHTS, if applicable; and
- In the event any of the WATER RIGHTS are not maintained for the Public Purpose, transfer the WATER RIGHTS back to GRANTOR and pay any associated fees to update the ownership of the WATER RIGHTS with the State of Nevada Division of Water Resources.

ARTICLE III

MISCELLANEOUS PROVISIONS

3.1 **NOTICES.** All notices, legal and otherwise, required or permitted to be given pursuant to this CONVEYANCE AGREEMENT shall be in writing and shall be deemed effective and delivered as follows: (i) if hand or courier delivered, upon personal delivery to the Party to whom addressed; (ii) if telecopy, upon receipt of confirmation that successful facsimile transmission has occurred; and (iii) if mailed, three (3) business days following deposit in the U.S. Mail, provided such mailing is mailed registered or certified, return receipt requested, postage prepaid. For purposes hereof, the Parties' notice information is set forth below:

GRANTEE Representative: For the purpose of communication and other notices, the following will be considered the GRANTEE representative:

Charles Donohue
State Land Registrar

Conveyance Agreement
WL-136 Clark County Water Rights

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Nevada Division of State Lands
Department of Conservation and Natural Resources
901 S. Stewart Street, Ste. 5003
Carson City, Nevada 89701
(775) 684-2720

With copy to:

STATE OF NEVADA
Department of Wildlife
6980 Sierra Center Parkway, Ste. 120
Reno, Nevada 89511

GRANTOR Representative: For the purpose of communication and other notices, the following will be considered the GRANTOR representative:

Marci Henson, Director
Clark County Department of Environment and Sustainability
4701 W. Russell Road, Suite 200
Las Vegas, Nevada 89118
(702) 455-1608

The addresses and addressees, for the purpose of this Paragraph, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee stated by written notice, or provided herein if no such notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

3.2 **NON-LIABILITY OF OFFICIALS AND EMPLOYEES.** No official or employee of a Party shall be personally liable to another Party for any default or breach, excepting specific performance of this CONVEYANCE AGREEMENT, by either Party, for any amount, which may become due hereunder, or for any obligation under the terms of the CONVEYANCE AGREEMENT.

EXHIBIT 1

3.3 **LIABILITY.** Each Party shall be responsible for its own negligence subject to the limitations on liability provided under NRS Chapter 41.

3.4 **MONEY DAMAGES.** Notwithstanding any other provision in this CONVEYANCE AGREEMENT, the Parties hereby waive any and all causes of action, except for specific performance, including, but not limited to, for monetary damages which arise out of or are related to this CONVEYANCE AGREEMENT.

3.5 **BINDING EFFECT.** This CONVEYANCE AGREEMENT shall bind and inure to the benefit of the respective heirs, representatives, successors and assigns of GRANTEE and GRANTOR.

3.6 **QUITCLAIM DEED.** A copy of the Quitclaim Deed is attached hereto, provided as **Exhibit C.**

3.7 **CANCELLATION.** Prior to the recordation of the Quitclaim Deed, either Party may cancel this CONVEYANCE AGREEMENT by notifying the other party in writing of such cancellation

3.8 **AMENDMENTS:** This CONVEYANCE AGREEMENT may not be amended or modified except by express written instrument, duly authorized and executed by the governing bodies of each Party hereto. Any other attempt at modification, amendment or extension of this CONVEYANCE AGREEMENT shall have no force or effect and shall not be relied upon by either Party.

3.9 **ENTIRE AGREEMENT.** This CONVEYANCE AGREEMENT (including Exhibits hereto) constitutes the entire agreement between the Parties and is intended as a complete and exclusive statement of the promises, representations, and discussions of the Parties. This

EXHIBIT 1

CONVEYANCE AGREEMENT supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof.

3.10 **NO WAIVER**. No waiver of any of the provisions of this CONVEYANCE AGREEMENT shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

3.11 **EFFECTIVE DATE**. For purposes of this CONVEYANCE AGREEMENT, the Effective Date shall be the date on which the second governing body has approved and authorized the execution of this CONVEYANCE AGREEMENT. The date inserted in the first paragraph above shall be the date of approval by the second governing body.

3.12 **GOVERNING LAW AND VENUE**. This CONVEYANCE AGREEMENT shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this CONVEYANCE AGREEMENT.

3.13 **COMPUTATION OF PERIODS**. All periods of time referred to in this CONVEYANCE AGREEMENT shall include business days, provided that if the date to perform any act or give any notice with respect to this CONVEYANCE AGREEMENT, shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday, or state or national holiday.

3.14 **INTERPRETATION**: The Parties acknowledge and agree that each has been given the opportunity to review this CONVEYANCE AGREEMENT with legal counsel independently, and/or has the requisite experience and sophistication to understand, interpret and agree to the

EXHIBIT 1

particular language of the provisions hereof. The Parties have equal bargaining power, and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of same, the interpretation of this CONVEYANCE AGREEMENT shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes the uncertainty to exist or against the draftsman.

3.15 **SURVIVABILITY**: The representations contained in this CONVEYANCE AGREEMENT and the covenants that extend beyond the conveyance of title shall survive the recording of the Quitclaim Deed and shall not be deemed merged into such deed.

3.16 **AUTHORITY OF PARTIES**: Any corporation or governmental agency signing this CONVEYANCE AGREEMENT, and each agent, officer, director, or employee signing on behalf of such corporation or government agency, but in his or her individual capacity, represents and warrants that said Agreement is duly authorized by and binding upon said corporation or government agency. Any individual signing this CONVEYANCE AGREEMENT on behalf of a partnership or business entity other than a corporation represents that such other entity has power and authority to enter into this CONVEYANCE AGREEMENT and by such person's act is bound hereby.

3.17 **COUNTERPART**: This CONVEYANCE AGREEMENT and any other agreement (or document) delivered pursuant hereto may be executed in one or more counterparts and by different Parties in separate counterparts. All of such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts of this CONVEYANCE AGREEMENT has been signed by each Party and delivered to the other Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this CONVEYANCE AGREEMENT on the date set forth beneath their respective signatures below.

EXHIBIT 1

GRANTOR:

CLARK COUNTY, NEVADA

By: _____
MARILYN KIRKPATRICK
Chair

Date: _____

ATTEST:

By: _____
LYNN MARIE GOYA
County Clerk

Date: _____

APPROVED AS TO FORM:

STEVEN WOLFSON
District Attorney

By: _____
CATHERINE JORGENSEN
Deputy District Attorney

Date: _____

EXHIBIT 1

GRANTEE:

STATE OF NEVADA
DIVISION OF STATE LANDS

By: _____
CHARLES DONOHUE
Administrator and State Land Registrar

STATE OF NEVADA)
)
CARSON CITY)

On _____, 2021, CHARLES DONOHUE, Administrator and State Land Registrar, Division of State Lands personally appeared before me, a notary public, who acknowledged that he executed the above document.

NOTARY PUBLIC

APPROVED AS TO FORM:

AARON D. FORD
Attorney General

By: _____
TORI N. SUNDHEIM
Deputy Attorney General

Date: 4/1/21

APPROVED:

STATE OF NEVADA
Department of Wildlife

By: _____
TONY WASLEY
Director

Date: 4/13/21

Conveyance Agreement
WL-136 Clark County Water Rights

EXHIBIT 1

APPROVED AS TO FORM:

INTERIM FINANCE COMMITTEE

By: _____

Date: _____

Its:

EXHIBIT 1

Exhibit A Surface Water Rights

Item No.	Application No.	Certificate No.	Source Description
1	9851	2148	RAILROAD SPRINGS
2	24532	6987	HOPPS SPRING
3	67756	19390	GANN SPRING
4	67758	19391	PEARSON SPRING
5	67759	19392	PERKINS SPRING
6	67760	19393	QUAIL SPRING
7	67761	19394	RATTLESNAKE SPRING
8	67762	19395	RED ROCK NO.1 SPRING
9	67763	19396	RED ROCK NO.3 SPRING
10	67765	17573	DUDE SPRING
11	67766	17574	JUANITA SPRINGS
12	67767	17164	RED ROCK SPRINGS
13	67768	17575	NICKEL CREEK
14	67769	17576	NORTH KEY WEST SPRING
15	67770	17577	GREAT EASTERN (Darling Mine)
16	67771	17578	GOVERNMENT SPRING
17	67772	17165	RED BLUFF SPRING
18	67773	19397	GOLD BUTTE SPRING
19	67774	19398	HORSE SPRING
20	67775	19399	CAT CLAW SPRING
21	67776	19400	GRANITE SPRING
22	67777	19401	GRAPE VINE SPRING
23	67778	19402	MAYNARD SPRING
24	67779	18016	CEDAR SPRING
25	67780	18017	WIREGRASS SPRING
26	67781	19403	RED ROCK SPRING NO.2
27	67782	19404	MUD SPRING
28	67783	19405	SUMMIT SPRING
29	67784	19406	CONNELLY SPRING
30	67785	19407	WALKER SPRING
31	67786	19408	TWIN SPRING
32	67787	18018	BIG SPRING
33	67789	18032	MESQUITE SPRING
34	67790	18019	RAILROAD SPRING
35	67793	16506	CAVE SPRING
36	67794	16518	ORAHANA SPRING
37	67795	16519	COW WELLS SPRING 1 & 2
38	67796	16520	MCCULLOUGH SPRING

EXHIBIT 1

Item No.	Application No.	Certificate No.	Source Description
39	67797	16521	HYLAND SPRING
40	67799	16457	NORTH CRESCENT SPRING
41	67800	16447	OLD ROMAN SPRING
42	67801	16507	BATTLE AX SPRING
43	67802	16508	RATTLESNAKE SPRING
44	67805	16448	BADGER SPRING
45	67808	16449	LUCY GREY SPRING NO. 3
46	67812	16802	CEDAR SPRING
47	67813	16803	BIG SPRING
48	67814	16804	HEN SPRING
49	76932	18038	SUMMIT SPRING
50	79968	18480	MCCLANAHAN SPRING
51	79969	18426	MCCLANAHAN SPRING
52	80914	19657	WILLOW SPRING
53	80915	19658	GRANITE SPRING
54	80916	19659	LUCY GREY SPRING NO.2
55	80917	19660	LUCY GREY SPRING NO.1
56	V04213		SEEP
57	V04221		HARTMAN TANK
58	V04222		RED BLUFF SPRING

EXHIBIT 1

Ground Water Rights

Item No.	Application No.	Certificate No.	Source Description
1	11515	3310	TIP TOP WELL
2	11517	3312	WATER LILLY WELL
3	12017	3236	DIPPING VAT WELL
4	14498	4139	DEEP WELL
5	14675	4300	NICHOLSEN WELL
6	14733	4023	JUNIPER WELL
7	14737	3972	SIX MILE WELL
8	14738	3973	TEN MILE WELL
9	24531	6986	CLARK WELL
10	38132	10405	JACKS WELL
11	38133	10406	JOE KENNEDY WELL
12	38134	10407	STRAY COW WELL

EXHIBIT 1

Exhibit B
Northern Clark County, NV

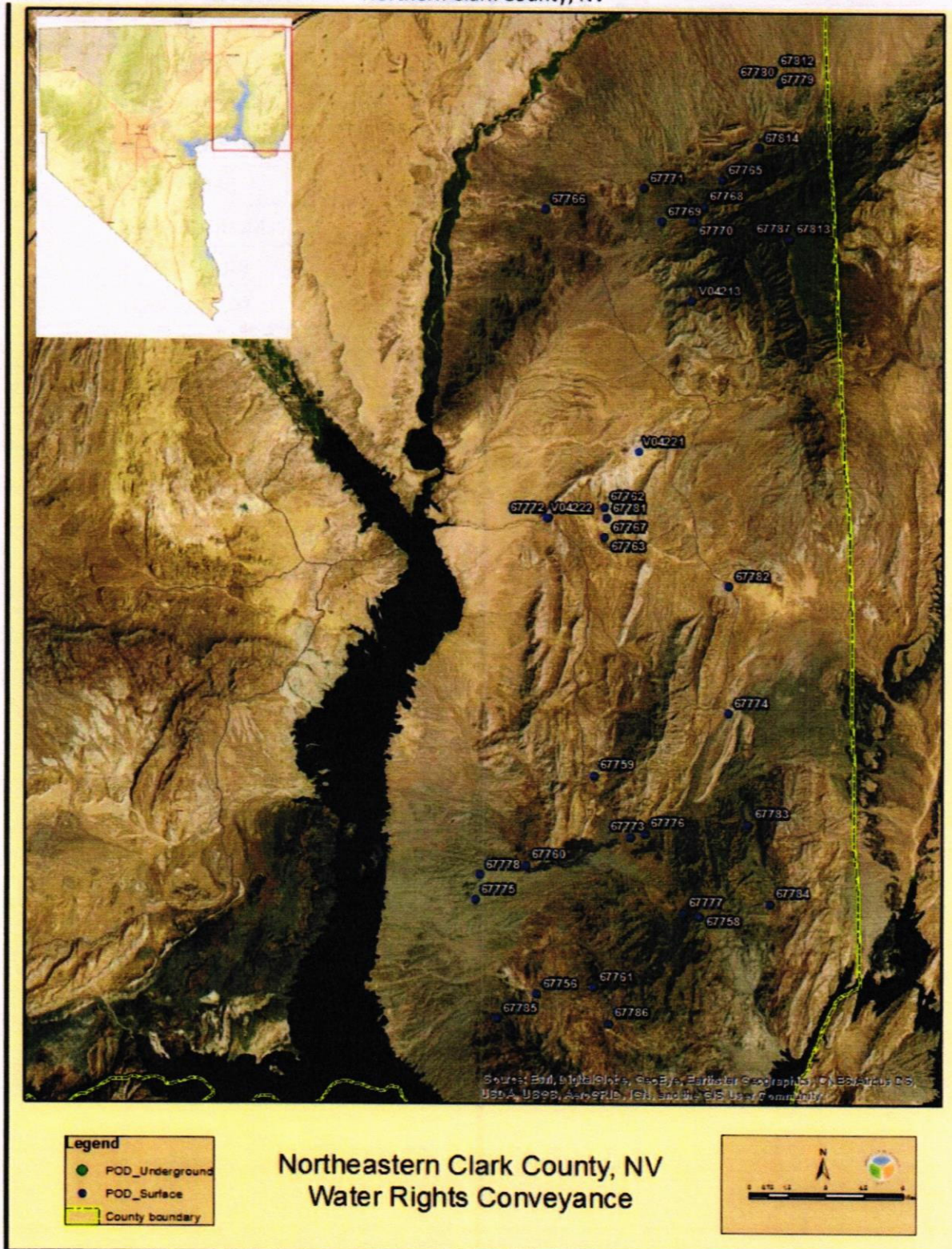


EXHIBIT 1

Exhibit B
Southern Clark County, NV



EXHIBIT 1



EXHIBIT "C"

WL-136, TA
Interest: 15741
Project: 5926

GRANTOR:
CLARK COUNTY
Desert Conservation Program
4701 W. Russell Road
Las Vegas, Nevada 89118

GRANTEE:
STATE OF NEVADA
Division of State Lands,
for and on behalf of
Department of Wildlife

RECORDING REQUESTED BY AND RETURN TO:
Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, NV 89701

QUITCLAIM WATER RIGHTS DEED

For valuable consideration, the receipt whereof is hereby acknowledged, CLARK COUNTY (hereinafter "GRANTOR"), whose address is 4701 W. Russell Road, Las Vegas, Nevada 89118, agrees to convey at no cost, and does hereby give, grant and convey to the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS and its State Land Registrar, whose address is 901 South Stewart Street, Suite 5003, Carson City, Nevada 89701, for and on the behalf of the DEPARTMENT OF WILDLIFE (hereinafter "GRANTEE"), and to the successors and assigns of the GRANTEE forever, all that certain real property described in **EXHIBIT "A"** and further depicted in **EXHIBIT "B,"** attached hereto and by this reference made a part hereof (the "Property"), and which are on file with the Nevada State Engineer's Office subject to the following conditions:

- I. GRANTOR conveys the water rights in "as-is" condition, with no representation or warranty that the water rights are in good standing with the State of Nevada Division of Water Resources; and
- II. GRANTOR conveys the water rights with no access rights to any publicly dedicated right-of-way; and
- III. The conveyance is subject to any liens, encumbrances, covenants, conditions, restrictions, reservations, rights-of-way, and easements whether or not shown in the public records;; and

EXHIBIT 1

- IV. GRANTOR retains a reversionary interest in each water right in the event GRANTEE does not maintain the water rights for the public purpose of restoring, managing and maintaining water resources for fish and wildlife in southern Nevada;

TO HAVE AND TO HOLD any and all water rights described in EXHIBITS "A" and "B" unto said GRANTEE and to its successors and assigns forever.

GRANTOR:

CLARK COUNTY

By _____
Its:

STATE OF NEVADA)
)
COUNTY OF CLARK)

On _____, 2021, _____, personally appeared before me, a notary public who acknowledged that he/she executed the above document on this date.

NOTARY PUBLIC

EXHIBIT 1

GRANTEE:

STATE OF NEVADA
DIVISION OF STATE LANDS

By: _____
CHARLES DONOHUE
Administrator and State Land Registrar

STATE OF NEVADA)
)
CARSON CITY)

On _____, 2021, CHARLES DONOHUE, Administrator and State Land Registrar, Division of State Lands personally appeared before me, a notary public, who acknowledged that he executed the above document.

NOTARY PUBLIC

APPROVED AS TO FORM:

AARON D. FORD
Attorney General

By: _____
TORI N. SUNDHEIM
Deputy Attorney General

Date: _____

APPROVED:

STATE OF NEVADA
Department of Wildlife

By: Tony Wasley
TONY WASLEY
Director

Date: 4/13/21