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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

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

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.

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.