

Contract No. 07-LC-20-9339

**MANAGEMENT AGREEMENT
BETWEEN BUREAU OF RECLAMATION
AND STATE OF NEVADA DEPARTMENT OF WILDLIFE**

**INTERIM MANAGEMENT OF CARSON LAKE AND PASTURE
NEWLANDS PROJECT, NEVADA**

THIS AGREEMENT, is made this 13 day of MARCH, 2007 pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388) and acts amendatory thereof and supplemental thereto, between the UNITED STATES OF AMERICA, hereinafter styled "*United States*", acting by and through its Bureau of Reclamation (Reclamation), Department of the Interior, and the STATE OF NEVADA, acting by and through its Department of Wildlife, hereinafter styled "*State*".

RECITALS:

The *United States* constructed the Newlands Project and public lands were withdrawn for Project purposes, including those certain lands known as Carson Lake and Pasture. Pursuant to Title II, Section 206(e) of Public Law 101-618, the Secretary of the Department of the Interior is authorized to convey to the *State* the area generally known as Carson Lake and Pasture:

The *State* desires to manage wildlife and its habitat and public use on those same lands.

The *United States* desires that the *State* manage Carson Lake and Pasture for those purposes and has determined that interim management of those same lands by the *State*, pending actual conveyance, is not incompatible with the purpose for which the land was withdrawn.

THEREFORE, IT IS AGREED:

By all parties, in consideration of and subject to the terms and conditions hereinafter set forth that:

1. The *United States* hereby gives the *State* the privilege of managing lands owned by the *United States*, located within the area hereinafter described, from the date set forth in the initial paragraph of this agreement until February 1, 2010. Should the date of recorded conveyance occur prior to February 1, 2010, the agreement shall terminate on the date of recorded conveyance. This agreement is subject to any valid existing rights and for the following purposes:

a. The right to develop, manage and administer such lands for the purposes of conservation, rehabilitation and management of wildlife, its resources and habitat, and the purpose of operating and maintaining a wildlife management area and public use thereof.

b. The lands, situated in Churchill County, Nevada, are more particularly described as follows:

See attached Exhibit A.

2. There are excepted and reserved from the designated lands as described in the foregoing paragraph all lands to which private rights may have attached prior to the date of this agreement or may hereafter lawfully attach. The *United States* shall not be required to purchase, condemn or in any way obtain any "excepted" lands and make them part of the Carson Lake and Pasture.

3. There are excepted and reserved from the described lands the rights of the *United States* to prospect and carry on development of oil, gas, coal and all other minerals and geothermal resources. The *State* shall not interfere with prospecting and mineral development during the existence of this agreement.

4. Pursuant to Section 206(e) of Public Law 101-618, the *State* shall manage Carson Lake Pasture as a State wildlife management area in a manner consistent with applicable international agreements of the United States and designation of the area as a component of the Western Hemisphere Shorebird Reserve Network. The *State* also agrees to manage Carson Lake and Pasture in a manner consistent with subsection 206(b) of Public Law 101-618.

5. The *United States* agrees that the *State* may employ an independent contractor to collect fees, maintain public access and perform other appropriate duties inherent to management and administration of the described lands, provided that the *State* and its contractor comply with all applicable Federal laws, regulations and policies.

6. The *State* shall administer wildlife management, public use and all other uses authorized by this agreement on the described lands without cost to the *United States*.

7. a. The *State* shall comply with all applicable Federal, State and local laws and regulations, and Reclamation policies and instructions, existing or hereafter promulgated, concerning any hazardous material that will be used, produced, transported, stored of or disposed of on or in lands, water or facilities owned by the *United States* or administered by Reclamation.

b. "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

c. The *State* may not allow contamination of lands, waters or facilities owned by the *United States* or administered by Reclamation by hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts,

pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants and;

d. The *State* shall report to Reclamation, within 24 hours of its occurrence, any event which may or does result in pollution or contamination adversely affecting lands, water or facilities owned by the *United States* or administered by Reclamation.

e. Violation of any of the provisions of this Article shall constitute grounds for immediate termination of this contract and shall make the *State* liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

f. The *State* agrees to include the provision contained in the above Article in any subcontract or third party contract it may enter pursuant to this contract.

g. Reclamation agrees to provide information necessary for the *State*, using reasonable diligence, to comply with the provisions of this Article.

8. Notwithstanding the provisions of the above Article, the *State* shall not assume any additional liability, over and above any liability established by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, as amended, PL 96-510), for contaminants present on the described lands prior to January 1, 1998.

9. The *State* shall not permit nor allow any structure or works of any character to be placed or constructed in or upon any or all of the lands described above without the written consent of the *United States*; provided all structures or works placed or constructed by the *State* with the consent of the *United States* may be removed at any time not later than ninety (90) days after the termination or expiration of this agreement; provided further if such structures or works are not so removed within ninety (90) days after the termination or expiration of this Agreement, the same shall be considered a part of the realty, and become the property of the *United States*, to be used or disposed of at the discretion of the *United States*.

10. The *State* shall neither assign this Agreement nor lease the whole or any part of the described lands or privileges without the written approval of the *United States*.

11. In the event that either party shall fail, neglect or refuse to comply with any of the terms and conditions of this Agreement, the *United States* or the *State* may terminate same upon thirty (30) days written notice. The written notice shall be delivered via certified mail to either the Director, Nevada Department of Wildlife, 1100 Valley Road, Reno, Nevada 89512 or to the Area Manager, U.S. Bureau of Reclamation, Lahontan Basin Area Office, 705 N. Plaza, Room 320, Carson City, Nevada 89701.

12. The *State* shall assume full responsibility for the management and distribution of all water entering the described lands.

13. To the extent authorized by Nevada Law, the *State* hereby agrees to indemnify and hold harmless the *United States*, its employees, agents, assigns and the Truckee-Carson Irrigation District from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the *State's* activities under this Agreement.

14. The *State* warrants that no person or agency has been employed or retained to solicit or secure this permit upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the *State* for the purpose of securing business. For breach or violation of this warranty, the *United States* shall have the right to annul this permit without liability or in its discretion to require the *State* to pay full amount of such commission, percentage, brokerage, or contingent fee to the *United States*.

15. No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Agreement if made with a corporation or company for its general benefit.

16. The *State* shall furnish to the *United States* all documents and records, not otherwise protected under State and Federal laws, created or developed during the agreement's existence and for the management of the lands that constitute the subject matter of this agreement.

17. Each provision of this agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this agreement shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or the agreement as a whole.

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

THE UNITED STATES OF AMERICA

By Elizabeth Ann Rebe

Area Manager
Bureau of Reclamation
705 N. Plaza Street, Room 320
Carson City, Nevada 89701
Date 11/29/06

NOTED:

TRUCKEE-CARSON IRRIGATION
DISTRICT

By David P. Overmold

Title Project Manager

Date 2/13/07

ACCEPTED:

**STATE OF NEVADA,
DEPARTMENT OF WILDLIFE**

By Douglas E. Ho

Title Deputy Director

Date 2/26/07

Gabe C. Lincoln
Signature

2/27/07
Date

Chief Financial Officer, NDOW
Title

APPROVED BY BOARD OF EXAMINERS

n/a

Signature – Board of Examiners

Date

Approved as to form by:

Ulin
Deputy Attorney General for Attorney General

3/13/07
Date

EXHIBIT A

CARSON LAKE AND PASTURE LEGAL DESCRIPTION

Township 16 North, Range 29 East, M.D.B. & M.

Tract 37;

Sec. 1: Lots 3 to 6 inclusive, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;

Sec. 2: Lots 1, 2, 5 through 10 inclusive, S $\frac{1}{2}$ SE $\frac{1}{4}$;

Sec. 3: Lots 3, 4, 6 through 9 inclusive, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$;

Sec. 4: Lots 1, 2, 5 through 7 inclusive, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;

Sec. 5: Lots 1 through 4 inclusive, S $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;

Sec. 6: Lots 1 through 3 inclusive, 8, 11, 12, 14, 17, S $\frac{1}{2}$ SE $\frac{1}{4}$.

Township 17 North, Range 29 East, M.D.B. & M.

Tract 37;

Tract 38;

Tract 40;

Sec. 9: Lots 4, 6, 8, 10.

Township 18 North, Range 29 East

Sec. 35: S $\frac{1}{2}$ SE $\frac{1}{4}$.

Township 16 North, Range 30 East, M.D.B. & M.

Sec. 5: Lots 3 through 6 inclusive, 11, 12, SW $\frac{1}{4}$;

Sec. 6: Lots 1 through 21 inclusive, SE $\frac{1}{4}$.

Township 17 North, Range 30 East, M.D.B. & M.

Tract 37;

Sec. 5: Lots 3, 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$;

Sec. 6: Lots 1 through 5 inclusive, 9 through 12 inclusive, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$;

Sec. 7: Lots 4, 7 through 12 inclusive, NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$;

Sec. 8: W $\frac{1}{2}$;

Sec. 17: W $\frac{1}{2}$;

Sec. 18: Lots 1 through 4 inclusive;

Sec. 19: Lot 1;

Sec. 20: Lots 1 through 4 inclusive; E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$;

Sec. 29: Lots 1 through 4 inclusive; E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$;

Sec. 30: Lot 1;

Sec. 31: Lots 1, 2, 6 through 9 inclusive;

Sec. 32: W $\frac{1}{2}$.

The area described comprises 29,718.16 acres.