

**AGREEMENT FOR THE TRANSFER AND MANAGEMENT OF  
CARSON LAKE AND PASTURE**

**Between the  
U. S. DEPARTMENT OF THE INTERIOR  
and the  
STATE OF NEVADA**

THIS AGREEMENT, entered into on this 28th day of October, 2004, is by and between the Secretary of the Interior (the "Secretary") and the State of Nevada (the "State").

WHEREAS, subsection 206(e) of the Truckee-Carson-Pyramid Lake Water Rights Settlement Act of 1990, Title II of Public Law 101-618, 104 Stat. 3311, (the "Act") authorizes the Secretary to convey Carson Lake and Pasture to the State for use as a "State wildlife refuge", and

WHEREAS, the Act provides further that prior to such transfer, "the Secretary and the State shall execute an agreement ... ensuring that the Carson Lake and Pasture shall be managed in a manner consistent with applicable international agreements and designation of the area as a component of the Western Hemisphere Shorebird Reserve Network", and

WHEREAS, the Act provides further that "the Secretary shall retain a right of reverter under such conveyance if the terms of the agreement are not observed by the State", and

WHEREAS, the lands known as Carson Lake and Pasture in the Lahontan Valley, Churchill County, Nevada, are within the public domain of the United States subject to a withdrawal by the Bureau of Reclamation ("Reclamation") for Newlands Project purposes, and

WHEREAS, the Bureau of Land Management ("BLM") is the agency of the Department responsible for administration and conveyance of lands within the public domain, and would be responsible for administering the lands if returned to the public domain under the right of reverter referenced in the Act and described in this Agreement, and

WHEREAS, the Fish and Wildlife Service ("Service") is the lead agency of the Department responsible for conservation and management of migratory waterfowl and shorebirds, and is primarily responsible for the United States' compliance with international treaties and agreements related to migratory waterfowl and shorebirds, including participation in the Western Hemisphere Shorebird Reserve Network, and

WHEREAS, the transfer of Carson Lake and Pasture to the State would reduce the Secretary's costs associated with management of the Lahontan Valley wetlands, improve management of the area for migratory waterfowl and shorebirds, and recognize important efforts made over many years by the State in the protection and management of Carson Lake and Pasture, and

WHEREAS, consultation and coordination regarding the transfer have taken place with the affected local interests, and

WHEREAS, the State has requested the Secretary to transfer Carson Lake and Pasture under the provisions of the Act,

NOW THEREFORE, it is agreed as follows:

1. Pursuant to existing delegations and authorities, the Service, Reclamation and BLM will act on behalf of the Secretary to effect the transfer of part of the area known as Carson Lake and Pasture to the State. A description of the area proposed for transfer is found on a map referenced in Subsection 206(e) of the Act (titled "Carson Lake Area" and dated July 16, 1990). An amended description was developed at the request of the State with the concurrence of the Service, Reclamation and BLM in order to include a more accurate description of the wildlife habitat associated with the area and to simplify future management boundaries for the State and Federal governments and is attached as Exhibit "A". All of that part of Township 17 North, Range 29 East, Mount Diablo Base and Meridian, described on Exhibit "A" will be transferred to the State in the initial phase of the transfer. The Department will support supplemental legislation necessary to amend the Act and authorize the Secretary to convey the additional lands described on Exhibit "A".

2. Conveyance of Carson Lake and Pasture to the State is subject to the following restrictive covenant. Any water right transferred by the State for use on Carson Lake and Pasture shall be limited to no more than 2.99 acre-feet per acre, except as further provided in this paragraph. The covenant shall be applicable to all previously acquired and transferred water rights; all previously acquired but not yet transferred water rights; and any water rights not yet acquired by the State. The State may seek approval for use of more than 2.99 acre-feet per acre for one or more water rights previously transferred or to be transferred for use on the transferred land. The Secretary reserves the right to assert in any administrative or judicial proceeding its view that the appropriate water duty for wetlands use at Carson Lake and Pasture is not more than 2.99 acre-feet per acre. As provided in the applicable decree, any such transfer application shall be directed to the Nevada State Engineer, and appeals from the decision of the State Engineer may be taken to the District Court for the District of Nevada, Ninth Circuit Court of Appeals and the United States Supreme Court. The State agrees that any approval of an increase in the amount of water that may be used on Carson Lake and Pasture for wetlands use above 2.99 acre-feet per acre shall not go into effect until set forth in a final court ruling. In the event of such an approval, the State may file transfer applications requesting use of more than 2.99

acre-feet per acre for any other water rights previously transferred or to be transferred in the future for use on Carson Lake and Pasture. Any increase would go into effect as determined by the State Engineer, the District Court, the Ninth Circuit Court of Appeals and the United States Supreme Court without any restriction under the agreement.

3. Pursuant to subsection 206(e) of the Act, the State shall manage Carson Lake and 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.

4. The State also agrees to manage Carson Lake and Pasture in a manner consistent with subsection 206(b)(2) of the Act.

5. Conveyance of Carson Lake and Pasture is subject to:

a. The notice and provisions required by Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). It is agreed that the language attached as Attachment "B" is acceptable to the Secretary and the State, and will be included in the patent to the State.

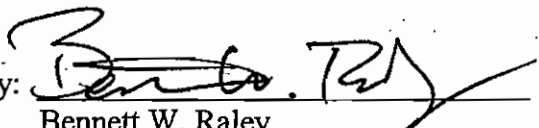
b. Completion by the Secretary of all actions as may be required under the National Environmental Policy Act (42 U.S.C. § 4321 et seq.), the Endangered Species Act (16 U.S.C. § 1531 et seq.), and the National Historic Preservation Act (16 U.S.C. § 470 et seq.) and all other applicable laws.

FURTHER, pursuant to subsection 206(e) of the Act, the Secretary shall retain a right of reverter in the Federal patent, to be exercised in the event the terms of the Agreement are not observed by the State.

This Agreement shall become effective upon the signature of the parties and shall remain in full force and effect unless and until the right of reverter is exercised by the Secretary.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

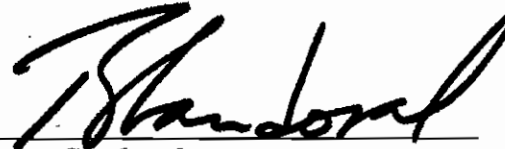
**U. S. DEPARTMENT OF THE INTERIOR**

By:   
Bennett W. Raley  
Assistant Secretary for Water and Science

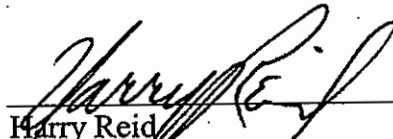
**STATE OF NEVADA**

By:   
Kenny C. Guinn  
Governor

**APPROVED AS TO FORM ONLY**

  
Brian Sandoval  
Attorney General, State of Nevada

**WITNESSED**

By:   
Harry Reid  
United States Senator

CARSON LAKE AREA LEGAL DESCRIPTION  
Mount Diablo Meridian

Township 16 North, Range 29 East,

tract 37;  
sec. 1, lots 3 to 6, inclusive, S1/2SW1/4, and SE1/4;  
sec. 2, lots 1, 2, and 5 to 10, inclusive, S1/2SE1/4;  
sec. 3, lots 3, 4, and 6 to 9, inclusive, S1/2NW1/4, SW1/4, and SE1/4;  
sec. 4, lots 1, 2, and 5 to 7, inclusive, NE1/4SW1/4, S1/2SW1/4, and SE1/4;  
sec. 5, lots 1 to 4, inclusive, S1/2SW1/4, and S1/2SE1/4;  
sec. 6, lots 1 to 3, inclusive, and lots 8, 11, 12, 14, and 17, S1/2SE1/4.

Township 17 North, Range 29 East,

tract 37;  
tract 38;  
tract 40;  
sec. 9, lots 4, 6, 8, and 10.

Township 18 North, Range 29 East,

sec.35, S1/2SE1/4.

Township 16 North, Range 30 East,

sec. 5, lots 3 to 6, inclusive, and lots 11 and 12, SW1/4;  
sec. 6, lots 1 to 21, inclusive, and SE1/4.

Township 17 North, Range 30 East,

tract 37;  
sec. 5, lots 3 and 4, S1/2NW1/4 and SW1/4;  
sec. 6, lots 1 to 5, inclusive, and lots 9 to 12, inclusive, S1/2NE1/4, and SE1/4;  
sec. 7, lot 4, and lots 7 to 12, inclusive, NW1/4NE1/4, and E1/2NE1/4;  
sec. 8, W1/2;  
sec.17, W1/2;  
sec.18, lots 1 to 4, inclusive;  
sec.19, lot 1;  
sec.20, lots 1 to 4, inclusive, E1/2NW1/4, and E1/2SW1/4;  
sec.29, lots 1 to 4, inclusive, E1/2NW1/4, and E1/2SW1/4;  
sec.30, lot 1;  
sec.31, lots 1, 2, and 6 to 9, inclusive;  
sec.32, W1/2.

The areas described contain 29,718.16 acres.

## EXHIBIT B

STATE OF NEVADA  
OFFICE OF THE ATTORNEY GENERAL100 N. Carson Street  
Carson City, Nevada 89701-4717  
Telephone (702) 687-4170  
Fax (702) 687-5798FRANKIE SUE DEL PAPA  
Attorney GeneralRECEIVED  
MAR 10 1998  
Regional Solicitor  
Pacific Southwest RegionBROOKE A. WELSEY  
Assistant Attorney General

March 4, 1998

Clementine Berger  
Assistant Regional Solicitor  
United States Department of the Interior  
2800 Cottage Way, Room E-1712  
Sacramento, CA 95825-1890

Re: Transfer of Carson Lake Pasture to State of Nevada

Dear Temi:

I, together with Pam Wilcox, Administrator, Division of State Lands, have reviewed the environmental disclosure language for the Carson Lake Pasture patent. We accept the language we have mutually developed:

The United States and the State of Nevada agree that the conveyance of the Carson Lake Pasture to the State will not relieve or alter the liabilities either party may bear for adverse environmental conditions existing as of the date of the conveyance. The United States and the State further agree that State shall not incur any additional liability, solely by virtue of its acquisition of title to these lands. Neither the United States nor the State of Nevada waives or disclaims its liability, if any, for remediating any environmental condition determined by a court of competent jurisdiction or state or federal agency of competent jurisdiction to be required under applicable federal or state law.

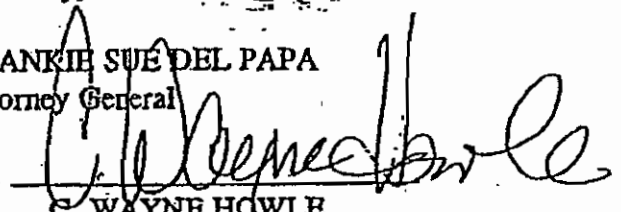
We understand this language to mean that the U.S. acknowledges its ownership of the Pasture from time of acquisition up to the time of transfer, and will accept and not disclaim any responsibility for environmental conditions arising from its status as owner during that period. The State, furthermore, will likewise accept and not disclaim responsibility arising from its status as owner after the transfer.

Clementine Berger  
March 4, 1998  
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We look forward to consummation of the transfer, and will further assist you in any way we can.

Sincerely,

FRANKIE SUE DEL PAPA  
Attorney General

By: 

C. WAYNE HOWLE  
Senior Deputy Attorney General  
Conservation & Natural Resources  
(702) 687-4449

CWH/lm

cc: Pamela Wilcox, Administrator  
William A. Molini, Administrator

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