INTERLOCAL AGREEMENT
FOR SALE AND GRANT OF A CONSERVATION EASEMENT

(19)

THIS INTERLOCAL AGREEMENT ("Agreement") is made this 18th day of July, 1994, by and between the CITY OF BOULDER CITY, NEVADA ("Boulder City"), and the COUNTY OF CLARK, NEVADA ("Clark County").

WITNESSETH

1. **WHEREAS,** Boulder City is a municipal corporation established pursuant to the laws of the State of Nevada; and,

2. **WHEREAS,** Clark County is a county created under the laws of the State of Nevada; and,

3. **WHEREAS,** Boulder City and Clark County may enter into Agreements for the sale, exchange or conveyance of real property pursuant to Chapter 277 of Nevada Revised Statutes; and,

4. **WHEREAS,** Boulder City anticipates purchasing a fee simple interest in approximately one hundred and seven thousand five hundred (107,500) acres of real property ("Acquired Land") located in Clark County from the Colorado River Commission of Nevada; and,

5. **WHEREAS,** Clark County, in conjunction with Boulder City and other cities within Clark County, ("Participants") have formulated and submitted to the United States Fish and Wildlife Service ("Service") the Desert Conservation Plan, a

habitat conservation plan, prepared to fulfill the requirements of Section 10(a) of the Federal Endangered Species Act ("FESA") which may enable the Participants to qualify for and receive a permit issued by the Service which permit will allow the incidental take of the desert tortoise, a threatened species; and,

6. **WHEREAS**, the research conducted in connection with the Desert Conservation Plan has determined that a portion of the Acquired Land is habitat for the desert tortoise and other flora and fauna indigenous to the desert areas of Clark County, and has other natural resource values which should be preserved and protected; and,

7. **WHEREAS**, the portion of the Acquired Lands which the Desert Conservation Plan has determined should be preserved and protected consists of approximately eighty-five (85,000) thousand acres, and is more particularly described in Exhibit A, attached hereto and by this reference made a part hereof (the "Property"); and,

8. **WHEREAS**, the Desert Conservation Plan provides that Clark County shall purchase a conservation easement to preserve and protect the Property as partial mitigation for the incidental take of desert tortoise and the disturbance of its habitat in other areas of Clark County; and,

9. **WHEREAS**, Boulder City desires to sell and convey to Clark County a conservation easement affecting the Property, and Clark County desires to receive and purchase the conservation easement, the form and terms of which are included in Exhibit A, subject only to the completion of the purchase of the Acquired Land by Boulder City and the issuance of the Section 10(a) permit by the Service.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants, terms, conditions and restrictions contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, Boulder City and Clark County agree as follows:

1. **Grant and Sale of Easement**. Boulder City agrees that it shall grant and convey to Clark County a conservation easement to preserve and protect the Property containing those terms and conditions set forth in Exhibit A.

2. **Purchase Price**. Clark County agrees to pay to Boulder City the total sum of Three Hundred Thousand ($300,000) Dollars in consideration of the grant and conveyance of the conservation easement described in Section 1 hereof.

3. **Closing of the Transaction**. The grant and conveyance of the conservation easement to Clark County and the payment of the purchase price to Boulder City shall occur, if at all possible, contemporaneously with the closing of the transaction by which the Acquired Land is conveyed and sold to Boulder City by the Colorado River Commission created pursuant to Chapter 538 of the Nevada Revised Statutes ("Underlying Transaction"), but in no event later than five (5) working days after each of the following events have occurred:

A. The closing of the Underlying Transaction.

B. The approval of this Agreement by the Boulder City Council and the Clark County Board of Commissioners.

4. **Right to Rescind**. In the event the Service has not issued the incidental take permit sought by the Participants as more particularly set forth in the Desert Conservation Plan on or before January 1, 1996, then and in that event, Clark County may, at its option, rescind this transaction upon sixty (60) days written notice to Boulder City, in which case, Clark County shall reconvey the conservation easement to Boulder City and Boulder City shall repay the Purchase Price to the County. This Right to Rescind shall survive the Closing of the Transaction, notwithstanding any other provision of law.

5. **Applicable Law**. The interpretation and performance of this Agreement shall be governed by the laws of the State of Nevada.

6. **Entire Agreement**. This Agreement and its attached exhibit sets forth the entire agreement of the parties with respect to the easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the easement, all of which are merged herein.

7. **Recordation**. Clark County shall promptly record this instrument in the official records of Clark County and may be re-recorded at any time as may be required to preserve its rights in the easement.

8. **Counterparts**. This Agreement may be executed in two or more counterparts, which shall, in the aggregate, be signed by both parties, and each counterpart shall be deemed an original instrument as against any party who has signed it, and in the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, Boulder City and Clark County have entered into this Agreement effective as of the day and year first above written.

CITY OF BOULDER CITY, NEVADA

By: Robert S. Tenaro

Its Assistant Mayor

ATTEST:

Vicki L. Bergdale

Vicki Bergdale, City Clerk

CLARK COUNTY, NEVADA

By: Yvonne Atkinson Gates

Its YVONNE ATKINSON GATES, CHAIR

ATTEST:

Loretta Bowman

LORETTA BOWMAN, COUNTY CLERK

EXHIBIT "A"

(Conservation Easement)

20001709-4313
.01362

RECORDING REQUESTED BY:
MAIL TO:
Clark County
225 Bridger Avenue
Las Vegas, NV 89155
Attn:_____

Above Space for Recorder's Use

CONSERVATION EASEMENT GRANT

THIS CONSERVATION EASEMENT GRANT ("Easement") is made this 18th day of July, 1995, by the **CITY OF BOULDER CITY, NEVADA** ("Grantor"), in favor of **CLARK COUNTY, NEVADA** ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of approximately eighty-five thousand (85,000) acres of real property located in Clark County, Nevada, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and,

WHEREAS, the Grantee is a governmental entity formed under the laws of the State of Nevada and is authorized to hold conservation easements for the conservation and protection of natural resources; and,

WHEREAS, the Property contains significant natural resource, ecological and native habitat values as well as various flora and fauna indigenous to the Property (collectively, the "Natural Resource Values") of great importance to Grantor and Grantee; and,

WHEREAS, significant portions of the Property provide habitat for the desert tortoise (Gopherus agassizii), a federally listed threatened species as well as habitat for other flora and fauna, indigenous to the Property which Grantor and Grantee desire to preserve, protect, maintain and enhance; and,

WHEREAS, the purchase of this Easement has been offered as a mitigation measure to induce the United States Fish and Wildlife Service ("Service") to issue a permit to allow Desert tortoises to be incidentally taken within Clark County pursuant to the provisions of the federal Endangered Species Act; and,

WHEREAS, by execution of this easement, Grantor covenants and agrees that it shall manage the Property in a manner which will assure that the Natural Resource Values will be preserved, protected, maintained and enhanced; and,

WHEREAS, in consideration of the payment of the purchase price and in order to assure that the Natural Resource Values of the Property are preserved, protected, maintained and enhanced during the entire term of this Easement, Grantor is willing to convey this Easement to Grantee.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants, terms, conditions, and restrictions contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged:

1. **GRANT OF EASEMENT.**

Grantor hereby voluntarily grants and conveys this Easement to Grantee for the purposes and on the terms and conditions hereinafter set forth.

2. **PURPOSE.**

It is the purpose of this Easement to assure that the Property will be retained in a natural condition and to prevent any use of the Property that will impair or interfere with its Natural Resource Values. Grantor covenants and agrees that it shall manage, use and allow the use of the Property for only such activities which do not impair the conservation, protection, restoration and enhancement of the Natural Resource Values, including, without limitation, those involving the preservation and enhancement of the habitat of the Desert tortoise and other flora and fauna indigenous to the Property.

3. **RIGHTS OF GRANTEE.**

To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To enforce the terms of this Easement, and to the extent it deems advisable, to institute measures to preserve, protect, manage and study the Natural Resource Values of the Property, and in particular the habitat of the desert tortoise, in a manner consistent with any habitat conservation plan for the Desert tortoise affecting the Property to which Grantee is a party and which has been executed or approved by the Service.

(b) To enter upon and traverse all portions of the Property other than improved structures at all times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall not unreasonably impair or interfere with Grantor's use and quiet enjoyment of the Property or unreasonably disturb other natural resources existing on the Property.

(c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Property that may be materially damaged by any inconsistent activity or use.

(d) Notwithstanding the foregoing, Grantee shall not construct any trails or other access facilities, or any other improvements on the Property without the prior written approval of Grantor and the Service.

4. **PROHIBITED USES**.

Any activity on or use of the Property inconsistent or incompatible with the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities shall be prohibited, except with the express written consent of the Grantee and the Service:

(a) All motorized vehicle activity, including all competitive and organized events, except on designated roads and trails, which designated roads and events have been approved by the Service in cooperation and consultation with the Clark County Desert Tortoise Implementation and Monitoring Committee or any successor Committee or entity formed or established by Clark County in connection with any Habitat Conservation Plan to benefit the Desert tortoise.("Monitoring Committee");

(b) All military maneuvers, clearing for agriculture, land fills, and any other surface disturbance that diminishes the capacity of the land to support Desert tortoises and other native flora and fauna;

(c) Grazing by cattle, burros, horses, and domestic sheep;

(d) Commercial flora harvest and fauna collection;

(e) Non-commercial vegetation harvest, except by permit issued by Grantor and relevant State and Federal agencies;

(f) Non-commercial collection of biological specimens, except by permit issued by Grantor and relevant state and federal agencies;

(g) Dumping, refuse disposal, littering and use of herbicides or biocides;

(h) Depositing of captive or displaced desert tortoises or other animals, except pursuant to translocation research projects authorized by the Service;

(i) Uncontrolled dogs out of vehicles;

(j) Except as provided in Section 6 hereof, the construction of any physical improvement without the written consent of the Grantor and the Service; and,

(k) Discharge of firearms, except in connection with hunting or trapping from September through March.

5. **LAW ENFORCEMENT**.

(a) Grantor shall enact, and at all times keep in full force and effect, all such ordinances, resolutions, orders or regulations as are necessary or convenient to restrict the use of the Property as herein provided, and to allow peace officers as defined in Nevada Revised Statutes, provided by Grantee to cite those violating such ordinances, resolutions, orders or regulations.

(b) Grantor shall allow Grantee to post sufficient signs on and about the Property to adequately inform the public of those uses which are prohibited and permitted on the Property.

(c) Grantee shall contract with state and/or federal land managers or resource agencies to provide peace officers to patrol the Property on a regular basis in order to enforce applicable ordinances, resolutions, orders or regulations adopted pursuant hereto, and, at its discretion, shall cite and prosecute those that engage in such prohibited uses or activities. Grantor shall provide peace officers to monitor activities which it specifically permits to occur on the Property, such as organized off highway vehicle events on designated roads and trails, and at its discretion, shall cite and prosecute those that violate any term or condition of such permitted use.

6. **RESERVED RIGHTS**.

(a) Grantor reserves to itself, and to its successors, assigns, agents and lessees all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited herein and are not inconsistent or incompatible with the purpose of this Easement. Without in any way limiting the foregoing, Grantor reserves the right to permit the following activities on the Property:

(1) Non-intrusive monitoring of Desert tortoise population dynamics and habitats;

(2) Travel on and maintenance of designated and signed roads and trails;

(3) Non-consumptive recreation activities including, without limitation, hiking, bird watching, casual bicycling, casual horseback riding, and photography;

(4) Parking and camping in designated areas approved by the Service in consultation with the Monitoring Committee;

(5) Fire suppression;

(6) Permitted or otherwise controlled maintenance of utilities and ancillary structures;

(7) Surface disturbances that enhance the quality of habitat for wildlife, enhance watershed protection, or improve opportunities for non-motorized recreation including, without limitation, construction of visitors centers, wildlife water projects, and camping facilities;

(8) Population enhancement of native species; and,

(9) Non-manipulative and non-intrusive biological or geological research, by permit.

(b) In addition to the foregoing, Grantor reserves the following limited rights to use the Property which may have adverse impacts upon the Natural Resource Values; provided, however, that any of the following uses shall be allowed only after it has informed the Service of the proposed use and its location and have incorporated such reasonable measures as may be recommended by the Service to minimize and mitigate any adverse impacts on the Natural Resource Values to the greatest extent practicable:

(1) Grantor may discharge effluent onto the Property from its existing waste water treatment plant or any expansion thereof.

(2) Grantor may construct electrical, water, sewer, gas, drainage and other utilities necessary to service that site described on Exhibit B, attached hereto and by this reference made a part hereof; provided, however, that to the greatest extent practicable, it shall utilize existing rights of way and roads for such purposes.

(c) Commencing fifty years from the date hereof, Grantor may petition the Grantee and the United States Fish and Wildlife Service to remove this Easement from the Property. Grantee and the Service may, but need not, agree to remove the Easement from the Property, but only if they each make the following factual findings after a noticed public hearing:

(1) The Property is no longer required for the survival and recovery of the desert tortoise or any other species located on the Property; and,

(2) Development of the Property will not have a substantial adverse impact upon the Natural Resource Values; and,

(3) Development of the Property will not have a significant adverse effect upon air and water quality in the El Dorado and Piute Valleys; and,

(4) Development of the Property will not have a substantial adverse impact upon the open space and recreational uses allowed on the Property pursuant to the terms of this easement.

In the event Grantee and the Service make each of the foregoing findings, Grantee shall, no sooner than three months after the date of making such findings reconvey the Easement to Grantor. During such three month period, any Nevada state, federal or local governmental entity, or any charitable corporation, charitable association or charitable trust which would be qualified to be a holder of the easement pursuant to the provisions of NRS 111.410, et.seq. may challenge such findings and the intention to reconvey the Easement in any state and/or federal court of competent jurisdiction.

7. **REMEDIES.**

(a) In the event of a dispute regarding whether or not any activity or use is inconsistent with the purposes of this Easement, the parties, or either of them, may submit the question to the Service for a determination; provided, however, that the determination of the Service shall not bind either party. It is the intention of the parties that the final arbiter of consistency with the purposes of this Easement shall lie with the court having jurisdiction over the matter.

(b) If either party determines that the other party is in violation of the terms of this Easement or that a violation is threatened, such party shall give written notice to the other party of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement, to restore the portion of the Property so injured. If a party fails to cure a violation within sixty (60) days after receipt of notice thereof from the other party, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) day period, or fails to continue diligently to cure such violation until finally cured, the aggrieved party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Natural Resource Values protected by this Easement, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered from Grantor to the

cost of undertaking any necessary corrective action on the Property. If a party, in its good faith and reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Natural Resource Values of the Property, such party may pursue its remedies under this paragraph without prior notice to the other party or without waiting for the period provided for the cure to expire. Each party's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and each party agrees that the other party's remedies at law for any violation of the terms of this Easement are inadequate and that such party shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which such party may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Each party's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(c) Any costs incurred by either party in enforcing the terms of this Easement against the other, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by a violation of the terms of this Easement shall be borne by the breaching party. If a party prevails in any action to enforce the terms of this Easement, such party's costs of suit including, without limitation, attorneys' fees, shall be borne by the other party.

(d) Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(e) Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

8. **ACCESS**.

Grantee, its successors, assigns, agents, invitees and licensees shall have the right of access to the Property at all times as provided in Section 2 (b) hereof. No right of access by

the general public to any portion of the Property is conveyed by this Easement.

9. **COSTS AND LIABILITIES**.

Except as set forth in this Easement or as otherwise agreed in writing between the parties hereto, Grantor retains all responsibilities related to the ownership, management, operation, upkeep, and maintenance of the Property, and shall hold Grantee free and harmless from and against any and all claims, demands, lawsuits, damages or liability arising out of or in any way connected to the Property, except for those claims, demands, lawsuits, damages or liabilities caused by the negligent or malicious actions or inaction of Grantee or its agents. Grantee shall hold Grantor free and harmless from and against any and all claims, demand, lawsuits, damages or liability arising out of or in any way connected to negligent or malicious actions or inactions of Grantee or its agents in connection with this Easement.

10. **ASSIGNMENT**.

This Easement is transferable, but only with the written consent of the Grantor and the Service, which consents shall not be unreasonably withheld. Grantee may transfer this easement only to entities authorized to acquire and hold conservation easements under the laws of the state of Nevada. As a condition of such transfer, the transferee shall agree to enforce the terms of the easement and to commit itself to assuring that the conservation purposes that this grant is intended to advance are carried out.

11. **SUBSEQUENT TRANSFERS**.

Grantor agrees to incorporate the terms of this Easement in any deed of other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and the Service of the transfer of any interest at least fifteen (15) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

12. **ESTOPPEL CERTIFICATES**.

Upon request by Grantor, Grantee shall within fifteen (15) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

13. **NOTICES**.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: City of Boulder City
900 Arizona Street
Boulder City, NV 89005
Attn: City Manager

To Grantee: Clark County
225 Bridger Avenue
Las Vegas, NV 89155
Attn: County Manager

To Service: United States Fish and Wildlife Service
4600 Kietzke Lane, Building C-125
Reno, NV 89502-5093
Attn: Field Supervisor

or to such other address as either party from time to time shall designate by written notice to the other.

14. **RECORDATION**.

Grantee shall promptly record this instrument in the official records of Clark County, Nevada and may re-record it at any time as may be required to preserve its rights in this Easement.

15. **GENERAL PROVISIONS**.

(a) The interpretation and performance of this Easement shall be governed by the laws of the State of Nevada.

(b) Any general rule of construction to the contrary notwithstanding, this Easement shall be construed in favor of the grant to effect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) If any provision of this Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to

which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, and assigns and shall run in perpetuity with the Property, unless terminated pursuant to Section 6(c) hereof.

(g) The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(h) The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, Grantor and Grantee have entered into this Easement effective as of the day and year first above written.

Sworn and Subscribed before me

GRANTOR:

By: Marie A. Stueland
Notary Public
Date: [illegible]

MARIE A. STUELAND
NOTARY PUBLIC - NEVADA
[illegible] OFFICE
No. 97-[illegible] Exp. Dec 8, 2001

GRANTEE:

By: B L Woodbury
Bruce L. Woodbury, Chairman
Date: Oct. 4, 2000

Judith O'Leary

JUDITH O'LEARY
Notary Public - State of Nevada
Appt. Recorded in Clark County
My Appointment Expires Feb. 7, 2001
92-2054-1

GRANTOR:

CITY OF BOULDER CITY

By: [signature]
Attest: [signature]

CLARK COUNTY

By: Yvonne Atkinson Gates
YVONNE ATKINSON GATES, CHAIR

ATTEST:

Loretta Bowman
LORETTA BOWMAN, COUNTY CLERK

EXHIBIT A

DESCRIPTION OF THE DESERT TORTOISE CONSERVATION EASEMENT

In T.23 S., R. 63 E.

The South half, and the South half of the North half of Section 25.

Section 36.

Those portions of Section 35 southeast of the right-of-way of US 95.

The South half of Section 26 southeast of the right-of-way of US 95, and the South half of the Northeast quarter, and the South half of the Northwest quarter southeast of the right-of-way of US 95.

In T. 23 S., R. 64 E.

The South half, and the South half of the North half of Sections 31 and 32.

The South half, and the Southwest quarter of the Northeast quarter, and the South half of the Northwest quarter of Section 33.

The Southwest quarter of the Southeast quarter, the South half of the Southwest quarter, and the Northwest quarter of the Southwest quarter of Section 34.

In T. 23 1/2 E., R. 64 E.

Fractional Sections 31, 32, 33, 34, and 35.

In T. 24 S., R. 62 E.

Sections 34, 35, and 36.

The South half of Sections 25, 26, and 27.

In T. 24 S., R. 63 E.

Sections 1, 11, 12, 13, 14, 23, 24, 25, 26, 28, and 36.

That portion of Section 2 southeast of the right-or-way of US 95.

The East half of Sections 15 and 22.

That portion of the east half of Section 27 east of the right-of-way of US 95.

The South half of Sections 29 and 30.

The North half and the Southwest quarter of Section 31.

The North half and the Southeast quarter of Section 32.

The Southwest quarter and the North half of Section 33.

The North half of Section 34.

The North half of Section 35.

In T. 23 S., R. 63 1/2 E.

The South half, and the South half of the North half of Fractional Section 36.

In T. 24 S., R. 64 E.

Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35.

In T. 25 S., R. 62 E.

Sections 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36.

In T. 25, S., R. 63 E.

Sections 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, and 33.

The West half of Sections 4 and 9.

The East half of Section 5.

The Northwest Quarter of Section 6.

The South half and the Northwest quarter of Section 16.

The Southwest quarter of Section 15.

The West half of Sections 22 and 27.

The West half of Section 34.

In T. 25 S., R 64 E.

Sections 1, 2, 3, 4, 5, and 6.

In T. 26 E., R. 62. E.

Sections 1, 2, 11, 12, 13, and 14.

In T. 26 S., R. 63 E.

Sections 4, 5, 6, 7, 8, 9, 16, 17, and 18.

All in the State of Nevada. Range references above are with respect to Mount Diablo Base and Meridian.

RETURN TO:

MSHCP - COMP PLANNING
3rd floor

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

COMP PLANNING CLARK COUNTY
10-09-2000 16:17 ARO 19
OFFICIAL RECORDS
BOOK: 20001009 INST: 01362

FEE: .00 RPTT: .00