

**When Recorded Mail To:**

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### **Jones Springs Agreement**

This Jones Springs Agreement ("Agreement") is entered into for the purposes described herein this 20<sup>th</sup> day of April, 2006 by between Moapa Valley Water District ("MVWD"), Muddy Valley Irrigation Company ("MVIC") and the U.S. Fish and Wildlife Service ("FWS").

#### **RECITALS**

1. MVWD was created in 1983 by an act of the Nevada Legislature and is the municipal water purveyor in upper and lower Moapa Valleys and serves the communities of Moapa, Glendale, Logandale and Overton, and the surrounding areas, located in Clark County, Nevada.
2. One of MVWD's water sources is a spring known locally as Pipeline Jones Spring ("Jones Spring"). Certificate No.10060 issued by the Nevada State Engineer provides MVWD the right to divert 1 c.f.s. of flow of water from Jones Spring for municipal purposes. The waters of Jones Spring and Certificate No.10060 constitute a portion of the Muddy River Decreed water rights.
3. Water from Jones Spring, as well as numerous other springs, form small streams which make up the Muddy River ("Tributary Streams").
4. There lives in the upper reaches of the Muddy River and in the Tributary Streams, a small minnow known as the Moapa Dace ("Dace"). The Dace was listed as endangered in 1967 under the Endangered Species Preservation Act of 1966 and continues to be so listed and protected under the Endangered Species Act of 1973 as amended.
5. MVWD needs the quantity of water represented by Certificate No.10060 to serve its municipal customers.
6. As an inducement to MVWD to grant this Agreement, the Southern Nevada Water Authority ("SNWA") has agreed to furnish to MVWD a quantity of water equal to MVWD's rights under Certificate No.10060 from SNWA's wells and water rights in Coyote Spring Valley ("Coyote Spring Water"). The terms and conditions of SNWA's obligations are set forth in a separate agreement.
7. MVWD desires to help in the recovery and preservation of the Dace.

NOW THEREFORE, for the purpose of aiding in the recovery and preservation of the Dace, MVWD and FWS hereby agree as follows:

1. Effective on MVWD receiving Coyote Spring Water from Southern Nevada Water Authority, the water from Jones Spring shall not be diverted for municipal purposes pursuant to Certificate No.10060, but shall be allowed to flow down the Tributary Streams to the Muddy River.

2. MVWD may, as soon as Coyote Spring Water is available and being furnished to MVWD for municipal purposes disconnect their existing pumping facilities from the Jones Spring diversion pipe and or otherwise affix appurtenances that will allow the entire flow of water from Jones Spring to flow down to the Muddy River, thus increasing the flow of water in one or more Tributary Streams.

3. MVWD shall file any necessary change applications with the State Engineer as may be required by Nevada Law as a result of this Agreement.

4. The Agreement herein granted shall be for a non-consumptive use of water, with no warranty as to quality or quantity of flow.

5. MVWD reserves the right to change the point of diversion for its consumptive use right to the water from Jones Spring to a point on the Muddy River below that site generally known as the White Tank Narrows and to utilize such water for any purpose permitted by the Nevada State Engineer. Any such change shall not affect the flow of water at Jones Spring for in-stream purposes.


6. This Agreement will be recorded with the Clark County Recorder and filed with the Nevada State Engineer.

7. So long as MVWD is in full compliance with the terms and conditions applicable to MVWD in the Memorandum of Agreement dated April 20, 2006 and attached hereto as Attachment 1, then, if for any reason, whether natural, man-made or otherwise, any portion of the Coyote Spring Water becomes unavailable or unusable to meet MVWD's municipal needs previously supplied by Certificate 10060 (Jones Spring), then MVWD shall have the right to utilize a like portion of water from Jones Spring to replace such portion of the Coyote Spring Water that remains unavailable to MVWD for so long as the Coyote Spring Water remains unavailable.

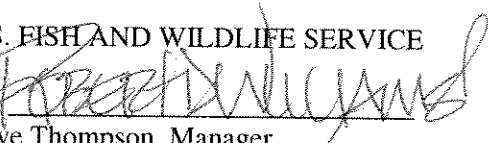
8. MVIC has joined in the execution of this Agreement to reflect MVIC's approval of the terms thereof.

IN WITNESS WHEREOF, MVWD, MVIC and FWS have executed this Agreement the date first above written.

MOAPA VALLEY WATER DISTRICT

By:   
Ivan Cooper, Chairman of the Board

U.S. FISH AND WILDLIFE SERVICE

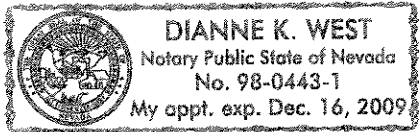
for By:   
Steve Thompson, Manager  
California/Nevada Operations Office

MUDDY VALLEY IRRIGATION COMPANY

By:   
Todd Robison, Chairman of the Board

STATE OF NEVADA )  
 )  
COUNTY OF CLARK )

This instrument was acknowledged before me on April 20, 2006, by Ivan Cooper as Chairman of the Board of MOAPA VALLEY WATER DISTRICT.

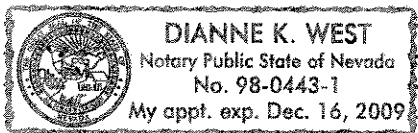


Dianne K. West  
NOTARY PUBLIC in and for the State of Nevada  
My Commission Expires: 12-16-09

[SEAL]

STATE OF NEVADA )  
 )  
COUNTY OF CLARK )

This instrument was acknowledged before me on April 20, 2006, by Robert D. Williams as Field Supervisor of U.S. FISH AND WILDLIFE SERVICE

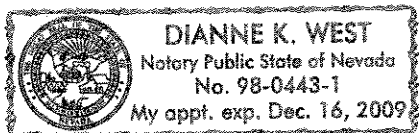


Dianne K. West  
NOTARY PUBLIC in and for the State of Nevada  
My Commission Expires: 12-16-09

[SEAL]

STATE OF NEVADA )  
 )  
COUNTY OF CLARK )

This instrument was acknowledged before me on April 20, 2006, by Todd Robison as Chairman of the Board of MUDDY VALLEY IRRIGATION COMPANY.



Dianne K. West  
NOTARY PUBLIC in and for the State of Nevada  
My Commission Expires: 12-16-09

[SEAL]