

DEPARTMENT OF THE AIR FORCE
GRANT OF EASEMENT
FOR
Clark County Public Works
ON
NELLIS AIR FORCE BASE, NEVADA

TABLE OF CONTENTS

PREAMBLE..... 2

BASIC TERMS 2

 1. TERM 2

 2. RENT 2

 3. CORRESPONDENCE..... 2

 4. USE OF EASEMENT AREA..... 3

 5. ABANDONMENT OR TERMINATION OF EASEMENT 4

OPERATION OF THE EASEMENT AREA..... 4

 6. EASEMENTS AND RIGHTS OF WAY 4

 7. CONDITION OF EASEMENT AREA 5

 8. MAINTENANCE OF EASEMENT AREA 5

 9. TAXES..... 5

 10. INSURANCE..... 5

 11. ALTERATIONS 7

 12. COSTS OF UTILITIES/SERVICES 8

 13. RESTORATION..... 8

CHANGES IN OWNERSHIP OR CONTROL 8

 14. ASSIGNMENT 8

 15. LIENS AND MORTGAGES..... 9

ENVIRONMENT..... 9

 16. ENVIRONMENTAL PROTECTION 9

 17. ASBESTOS-CONTAINING MATERIALS (ACM) AND LEAD-BASED PAINT 10

 18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT..... 11

 19. HISTORIC PRESERVATION 11

 20. INSTALLATION RESTORATION PROGRAM (IRP) 11

 21. ENVIRONMENTAL BASELINE SURVEY / ENVIRONMENTAL CONDITION OF PROPERTY 133

GENERAL PROVISIONS..... 13

 22. GENERAL PROVISIONS 13

 23. SPECIAL PROVISIONS..... 17

 24. RIGHTS NOT IMPAIRED..... 17

 25. APPLICABLE LAWS 18

 26. AVAILABILITY OF FUNDS 19

 27. CONGRESSIONAL REPORTING..... 19

 28. AMENDMENTS 19

 29. LIABILITY 20

 30. ENTIRE AGREEMENT..... 20

 31. CONDITION AND PARAGRAPH HEADINGS 20

 32. STATUTORY AND REGULATORY REFERENCES..... 20

 33. PRIOR AGREEMENTS..... 20

 34. EXHIBITS 20

DEPARTMENT OF THE AIR FORCE

GRANT OF EASEMENT

PREAMBLE

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force (the "Government"), under and pursuant to the authority granted in 10 U.S.C. § 2668, the Secretary of the Air Force having determined that no more land than needed for the Easement is included herein, the Easement is at no-cost to the County, and the granting of this Easement is not against the public interest, does hereby grant and convey to Clark County Public Works, a political subdivision duly incorporated in the State of Nevada and authorized to do business in this State (the "Grantee"), a nonexclusive Easement to construct and maintain roadway improvements on Betty Lane, including, but not limited to, removing and replacing roadway surface, widening Betty Lane, providing storm drain, curb, gutter, sidewalk, driveways, sidewalk ramps, streetlights, service pedestal, underground intelligent transportation system (ITS) fiber and conduit, traffic signs, roadway striping, utility adjustments, and incidentals as may be needed to provide a complete and serviceable roadway hereafter collectively "Betty Lane Improvements," on, over, under, and across the property on Nellis Air Force Base (AFB), Nevada, as described in Exhibit A and depicted on Exhibit B (the "Easement Area"). The Grantor and Grantee may be referred to as Parties or separately as a Party.

BASIC TERMS

1. TERM

1.1 Term. Insert one of these: "This Grant shall be for a term of twenty-five (25) years commencing 28 February, 2023 ("Commencement Date") and ending 27 February, 2048 ("Expiration Date") unless sooner terminated or when Grantor conveys fee interest in the Easement Area to the Grantee.

1.2 Termination. The Government may terminate this easement at any time in the event of national emergency as declared by the President or the Congress of the United States, base closure, deactivation or substantial realignment, or in the interest of national defense upon 120 days' written notice to Grantee. If the giving of such notice is impracticable under the circumstances, the Secretary will use good faith efforts to give Grantee such advance written notice as the circumstances permit.

2. RENT

2.1 This is a no cost easement.

3. CORRESPONDENCE

3.1 Any notices pursuant to this Lease shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) email, in each case addressed as follows:

GOVERNMENT:
99 CES/CEIAP
Nellis Air Force Base
6020 Beale Ave Ste. 108, Las Vegas, NV, 89191
Real.Estate@us.af.mil.com

GRANTEE:

Clark County Public Works
Design Engineering Division
ATTN: Kaizad Yazdani, P.E.
500 S. Grand Central Parkway, Suite 2001
Las Vegas, NV 89155

4. USE OF EASEMENT AREA

4.1 Permitted Uses. The Grantee shall use the Easement Area solely for the purposes set forth in the Preamble. Grantee's use of the Easement Area shall comply, at Grantee's sole cost and expense, with all Applicable Laws, as defined in Section 25.1.1 below. The Grantee shall not use or occupy the Easement Area in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Government.

4.2 Grantee Access. Grantee is granted the nonexclusive right to use the walkways, streets, and roads on Nellis AFB, Nevada in common with the Government and its grantees and licensees for access to and from the Easement Area and the nearest public street or highway.

4.3 Government's Right of Access And Inspection. Government shall have the right to enter the Easement Area at any time and shall have the right to reasonably inspect Grantee's use of it and any of Grantee's improvements or property placed thereon, without notice. Government shall have the right to enter the Premises at any time and shall have the right to reasonably inspect the Premises and Grantee's property placed thereon. In accepting the privileges and obligations established hereunder, Grantee recognizes that the Installation serves the national defense and that Government will not permit the Grantee to interfere with the Installation's military mission. This Installation is an operating military Installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797 and of 18 U.S.C. § 1382. Access to the Installation is subject to the control of the Installation Commander and is governed by such regulations and orders. Any access granted to Grantee, its officers, employees, partners, members, contractors of any tier, agents, invitees, others who may be on the Premises at their invitation, or assignees ("Grantee Parties") is subject to such regulations and orders. This

Easement is subject to all regulations and orders currently promulgated or which may be promulgated by lawful authority as well as all other conditions contained in this Easement. Violation of any such regulations, orders, or conditions may result in the termination of this Easement. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of those entering. Grantee is responsible for the actions of Grantee Parties while on the Installation.

4.4 Government's Reasonable Regulation. The use and occupation of the Easement Area and the exercise of the rights herein granted shall be subject to Government's reasonable restrictions and regulations regarding ingress, egress, safety, sanitation, and security, as Government, or its duly authorized representatives, may from time to time impose.

4.5 No Obstructions. Neither party shall use the property nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on, under, or over the Easement Area that will unreasonably interfere with the other Party's use of the premises, as set out in this Easement or its reservations.

4.6 Limitation Of Grantee Rights. Except as is reasonably required to affect the purpose of this Easement, the Grantee has no right of use, license, easement, servitude, or usufruct, for any purpose, by necessity or otherwise, express or implied, on, over, across, or under any of the real property of the Government, and the Grantee agrees not to assert any such right or interest by reason of this Easement.

5. ABANDONMENT OR TERMINATION OF EASEMENT

5.1 Termination. This Easement may be terminated in whole or in part by the Government for Grantee's failure to comply with the terms of this Easement, and Government may terminate it for any part of the Easement Area that is abandoned or not used by the Grantee for 24 consecutive months. The Government shall give written notice of any termination, which shall become effective 180 days after the date of such notice, unless the Grantee commences use or reuse of the unused portion of the Easement Area within that time." This Easement may also be terminated by the Grantee for any reason upon thirty (30) days written notice.

5.2 Remedies For Non-Compliance. In the event the Grantee fails to comply with any obligation under this Easement, the Government may pursue monetary damages, equitable relief, or both, and the Grantee shall reimburse the Government for its attorney fees and costs.

5.3 Conveyance of Fee Interest in the Easement Area. The Parties agree to cooperate in an efficient manner to accommodate the transfer of the Easement Area by Grantor to Grantee in fee interest, at no cost or expense to Grantee. Upon transfer of the Easement Area to Grantee in fee, this Easement, and the terms and conditions herein, automatically terminates.

OPERATION OF THE EASEMENT AREA

6. EASEMENTS AND RIGHTS OF WAY

6.1 This non-exclusive Easement is subject to all outstanding easements, rights of way, rights in the nature of an easement, leases, permits, licenses, and uses (collectively, "Outgrants") for any purpose affecting the Easement Area. The Government may make additional Outgrants and make additional uses that may affect the Easement Area. However, any such additional Outgrants shall not be inconsistent with the use of the Easement Area by the Grantee under this Easement.

7. CONDITION OF EASEMENT AREA

7.1 The Grantee has inspected and knows the condition of the Easement Area. It is understood that the Easement is granted "as is, where is" without any warranty, representation, or obligation on the part of the Government to make any alterations, repairs, improvements, or corrections to conditions or to defects whether patent or latent. The Parties shall jointly perform and sign or otherwise authenticate a Physical Condition Report at the beginning of the Easement term to document the condition of the Easement Area. This report will be made a part of this Easement as Exhibit C.

8. MAINTENANCE OF EASEMENT AREA

8.1 Maintenance of Easement Area. The Grantee, at no expense to the Government, shall at all times preserve, maintain, repair, and manage the Easement Area, Grantee improvements, and Grantee equipment in an acceptable, safe, and sanitary condition in accordance with this Easement.

8.2 Damage to Government Property. If the Grantee damages or destroys any real or personal property of the Government, the Grantee shall promptly repair or replace such real or personal property to the reasonable satisfaction of the Government. In lieu of such repair or replacement, the Grantee shall, if so required by the Government, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damage or destruction of Government property, including natural resources.

9. TAXES

9.1 The Grantee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this Easement may be imposed on the Grantee or the Easement Area.

10. INSURANCE

10.1 Risk of Loss. The Grantee shall in any event and without prejudice to any other rights of the Government, as it relates to the purpose of the Easement, as set forth in the Preamble, bear all risk of loss or damage or destruction to the Easement Area, and Easement Area improvements, Grantee equipment, fixtures, or other property thereon, arising from any causes whatsoever, provided, however, and only to the extent permitted under the Federal Torts Claims Act, the Government shall not be relieved of responsibility for loss or damage that is the result of the negligence, gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this Easement.

10.2 Grantee Insurance Coverage. The Grantee self-insures pursuant to NRS Chapter 41.

10.3 Contractor Insurance Coverage. If the Grantee hires a contractor to work in the Easement Area, the Grantee shall require its contractor to carry and maintain the following types of insurance coverage for the duration of the contract's period of performance.

10.3.1 Commercial general liability insurance, on an occurrence basis, insuring against claims for bodily injury, death and property damage, occurring upon, in or about the Easement Area, including any building thereon and sidewalks, streets, passageways and interior space used to access the Easement Area. Such insurance must be effective throughout the Easement Term, with limits of not less than \$1,000,000 per occurrence, general aggregate and products and completed operations aggregate, and include coverage for fire, premise liability, legal liability, and medical payments. This coverage may be provided under primary liability and umbrella excess liability policies and shall include business auto liability insurance that insures against claims for bodily injury and property damage arising from the use of "any auto" with a combined single limit of \$1,000,000 per accident. All liability policies shall be primary and non-contributory to any insurance maintained by the Government.

10.3.1.1 Commercial general liability and business auto liability insurance required pursuant to Paragraph 10.3.1 shall be maintained for the limits specified and shall provide coverage for the mutual benefit of the Grantee and the Government as an additional insured with equal standing with the named insured for purposes of submitting claims directly with the insurer.

10.3.2 Workers' compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Government or the Grantee, in form and amounts required by law (statutory limits), and employers' liability, with limits of \$1,000,000 each coverage and policy limit.

10.4 General Requirements. All insurance required by this Easement shall be: (i) effected under valid and enforceable policies, in such forms and amounts required under this Easement, (ii) issued by Qualified Insurers defined for purposes of this paragraph as insurers authorized to do business and to issue the insurance policies required under this Paragraph 10 in the State of

Nevada ; (iii) provide that no reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government of written notice thereof; (iv) provide that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ten (10) days' written notice to the Government; (v) provide that the insurer shall have no right of subrogation against the Government; and (vi) be reasonably satisfactory to the Government in all other respects. Proceeds under all policies of insurance carried and maintained to provide coverage required by this Paragraph 10 shall be available only for the stated purposes of the insurance. Under no circumstances will the Grantee be entitled to assign to any third-party rights of action that the Grantee may have against the Government in connection with any insurance carried pursuant to this Paragraph.

10.5 Evidence of Insurance. The Grantee shall deliver or cause to be delivered upon execution of this Easement (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Paragraph 10), at the Government's option, reasonable documentation demonstrating the Grantee's self-insurance and, for the Grantee's contractor, a certified copy of each policy of insurance required by this Easement, or a certificate of insurance evidencing the insurance and conditions relating thereto required by this Easement, in a form acceptable to the Government, and including such endorsements necessary to afford additional insured status.

10.6 Damage or Destruction of Easement Area. In the event all or part of the Easement Area is damaged (except de minimis damage) or destroyed, the risk of which is assumed by the Grantee under Paragraph 10.1, the Grantee shall promptly give notice thereof to the Government and the Parties shall proceed as follows:

10.6.1 In the event that the Government, in consultation with the Grantee, determines that the magnitude of damage is so extensive that the Easement Area cannot be used by the Grantee for its operations and the repairs, rebuilding, or replacement of the Easement Area cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Easement Area"), either Party may terminate this Easement as provided in Paragraph 5.1. If this Easement is terminated pursuant to Paragraph 5.1, any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied to the restoration of the Easement Area in accordance with Paragraph 13.

10.6.2 In the event that the Government, in consultation with the Grantee, shall determine that Extensive Damage or Destruction of the Easement Area has not occurred, then, except as except provided in paragraph 5.1, neither Party shall have the right to terminate this Easement. The Grantee shall, if the loss is not attributable to the Government's negligence, gross negligence, or willful misconduct, as soon as reasonably practicable after the casualty, restore the Easement Area as nearly as possible to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied first, to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government and second, to repairing, rebuilding, and/or replacing the Easement Area to the reasonable satisfaction of the Government.

11. ALTERATIONS

11.1 Alterations. At least 30 days before doing any work to repair, build, alter, modify, or demolish any improvements in the Easement Area, Grantee shall give written notice of its plans to the Installation Commander through the Base Civil Engineer, who shall have the right to review and approve or reasonably modify the plans and to place reasonable restrictions on Grantee's access, equipment, methods, materials, and manpower related to accomplishing the work, in order to ensure it is done consistent with Government's use of the Easement Area and the operation of the Installation.

12. COSTS OF UTILITIES/SERVICES

12.1 The Grantee shall be responsible for all utilities associated with the operation of the Betty Lane Improvements within the Easement Area without cost to the Government.

13. RESTORATION

13.1 Grantee's Removal Obligation. Upon the expiration, abandonment, or termination of the Easement, Government may elect, in its sole discretion, to require Grantee to remove all its improvements and other property from the Easement Area and restore the Easement Area at Grantee's sole expense to substantially the same condition that existed immediately before the grant, all to Government's satisfaction. Government shall give notice to Grantee of such election within a reasonable time after learning of Grantee's abandonment, or together with Government's notice of termination. Alternatively, at those same times, Government may elect and give written notice to Grantee that some or all of Grantee's easement improvements and any other property Grantee may leave on the Easement Area will revert or be transferred to Government thirty (30) calendar days after such written notice. Such reversion or transfer in lieu of Grantee's removal and restoration obligation shall be automatic and at no cost to Government and shall be effective on the Easement Expiration Date or in the case of any abandonment or termination, after the expiration of the 30 calendar day notice period, without additional consideration, therefore. Grantee shall execute any documentation reasonably requested by the Government to confirm any transfer or conveyance.

13.2 Government Restoration of Easement Area. If Grantee fails to timely satisfy its removal and restoration obligations, then at Government's option, Grantee's improvements and personal property located on the Easement Area shall either become Government's property without compensation therefore or the Government may cause them to be removed or destroyed and the Easement Area to be so restored at the expense of Grantee, and no claim for damages against Government, its officers, employees, agents, or contractors shall be created by or made on account of such removal or destruction and restoration work. Grantee shall reimburse Government for any expenses it incurs to restore the Easement Area to the condition required by this grant within thirty (30) days after the Government provides written notice to Grantee of the reimbursement amount together with reasonable documentary support of the reimbursement amount.

CHANGES IN OWNERSHIP OR CONTROL

14. ASSIGNMENT

14.1 The Grantee may not assign this Easement without the prior written consent of the Government.

15. LIENS AND MORTGAGES

15.1 Prohibition Against Liens and Mortgages on the Easement Area. The Grantee shall not: (i) engage in any financing or other transaction creating any mortgage or security interest upon the Easement Area; (ii) place or suffer to be placed upon the Easement Area any lien or other encumbrance; (iii) suffer any levy or attachment to be made on the Grantee's interests in the Easement Area; or (iv) pledge, mortgage, assign, encumber, or otherwise grant a security interest in the Easement Area or the rents, issues, profits, or other income of the Easement Area.

ENVIRONMENT

16. ENVIRONMENTAL PROTECTION

16.1 Compliance with Applicable Laws. Grantee shall comply with all Applicable Laws and standards for environmental protection, including flood plains, wetlands, and pollution control and abatement, as well as for payment of all fines and assessments by regulators for the failure to comply with such standards. Grantee shall also indemnify the Government to the full extent permitted by law for any violation of such law, regulation, or standard and shall also reimburse the Government for any civil or criminal fines or penalties levied against the Government for any environmental, safety, occupational health, or other infractions caused by or resulting from Grantee's action or inaction or that of its officers, agents, employees, contractors, subcontractors, licensees, or the invitees of any of them relating to Grantee's use of the Easement Area. In the event that any actions by Grantee including those of its officers, agents, employees, contractors, subcontractors, licensees, or invitees cause or contribute to a spill or other release of a substance or material, Grantee shall conduct any required cleanup, abatement, or response action in accordance with all applicable federal, State and local laws and regulations or, at the discretion of Government, indemnify Government for all costs of completing such cleanup, abatement, or response action.

16.2 Environmental Permits. The Grantee shall obtain at its sole cost and expense any environmental and other necessary permits required for its operations under this Easement, independent of any existing permits.

16.3 Liability. The Grantee shall be, to the extent permitted by law, and subject to the limitations of law, solely liable for any loss, damage, claim, or liability whatsoever resulting in personal injury or death, or damage of property of the Government and others, directly or indirectly to the extent due to the negligent exercise by the Grantee of any of the rights granted by the Easement, or any other negligent act or omission of the Grantee, including failure to comply with the obligations of this Easement or of any Applicable Laws that may be in effect from time to time.

16.4 Government Caused Environmental Damage. Grantee does not assume any of Government's liability or responsibility for environmental impacts and damage resulting from Government's activities; however, this provision does not relieve Grantee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.

16.5 Records Maintenance and Accessibility. The Government's rights under this Easement specifically include the right for Government officials to inspect the Easement Area, upon reasonable notice as provided under Paragraph 4.3, for compliance with Applicable Laws, including environmental laws, rules, regulations, and standards. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Violations identified by the Government will be reported to the Grantee and to appropriate regulatory agencies, as required by Applicable Laws. The Grantee will be liable for the payment of any fines and penalties that may be imposed as a result of the actions or omissions of the Grantee.

16.6 Grantee Response Plan. The Grantee shall comply with all Installation plans and regulations for responding to hazardous waste, fuel, and other chemical spills

16.7 Pesticide Management. Any pesticide use will require prior Government approval.

16.8 Compliance with Water Conservation Policy. The Grantee will comply with the Installation water conservation policy, as amended from time to time (to the extent that such policy exists and the Grantee receives copies thereof), from the Commencement Date through the Expiration Date.

16.9 Protection of Environment and Natural Resources. The Grantee will use all reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and this Easement. Where damage nevertheless occurs, arising from the Grantee's activities, the Grantee shall be fully liable for any such damage.

16.10 Pesticides and Pesticide Related Chemicals in Soil. The Grantee acknowledges that the surface soil on the Easement Area may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the Easement Area. The Grantee shall manage all such soil on the Easement Area in accordance with the requirements of any Applicable Laws. The Government will not be responsible for the injury or death of any person affected by such soil conditions

17. ASBESTOS-CONTAINING MATERIALS (ACM) AND LEAD-BASED PAINT (LBP)

17.1 Asbestos-Containing Materials (ACM). The Grantee is hereby notified that the Easement Area may contain existing and former improvements, such as buildings, facilities, equipment, and pipelines, above and/or below the ground that may contain ACM. The Government is not responsible for any handling, removal or containment of asbestos or ACM, or to the extent consistent with applicable law, for any liability related thereto.

17.2 Lead-Based Paint (LBP). The Grantee is hereby notified that LBP materials may be present on exterior and interior surfaces of any facilities within the Easement Area or in the soil. The Grantee will be responsible at its sole cost and expense for the management, maintenance, removal and disposal of all LBP either located in or attributable to the Easement Area or any improvements located thereon, necessary or required in connection with the use of the Easement Area. Removal and disposal of LBP must be carried out in compliance with all Applicable Laws

18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT

18.1 Compliance With Health and Safety Plan. The Grantee agrees to comply with the provisions of any health or safety plan in effect under the Installation Restoration Program (IRP) (to the extent the Grantee has received notice thereof), or any hazardous substance remediation or response agreement of the Government with environmental regulatory authorities (to the extent the Grantee receives notice thereof if the agreement is not of public record) during the course of any of the response or remedial actions described in Paragraph 20.3. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Grantee. The Grantee and any assignees, licensees, or invitees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except to the extent permitted under federal law, including the Federal Tort Claims Act.

18.2 Occupational Safety and Health. The Grantee must comply with all Applicable Laws relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes.

19. HISTORIC PRESERVATION

19.1 Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity, as defined in the National Historic Preservation Act, 54 U.S.C. § 300101; Archaeological and Historic Preservation Act, 54 U.S.C. § 312501; Archaeological Resource Protection Act, 16 U.S.C. § 470aa; Antiquities Act, 54 U.S.C. § 320301; and Native American Graves Protection and Repatriation Act, 25 U.S.C. § 3001. In the event such items are discovered on the Easement Area, Grantee shall cease its activities at the site and immediately notify the Government and protect the site and the material from further disturbance until the Government gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Grantee.

20. INSTALLATION RESTORATION PROGRAM (IRP)

20.1 IRP Records. On or before the Commencement Date, the Government shall provide the Grantee access to Administrative Record and Information Repository applicable to the Easement Area, if any, and thereafter shall provide to the Grantee a copy of any amendments to or restatements of Administrative Record documents affecting the Easement Area. If the Installation has been listed on the National Priorities List (NPL) at the time this Easement is granted, or is

listed subsequent to the granting of this Easement, the Government will provide the Grantee with a copy of any Federal Facility Agreement (FFA) that is entered into between the Government and the U.S. Environmental Protection Agency (USEPA), along with any amendments to the FFA when they become effective. Should any conflict arise between the terms of the FFA as it may be amended and the provisions of this Easement, the terms of the FFA shall govern.

20.2 No Liability for Interference. The Grantee expressly acknowledges that it fully understands the potential for some or all of the IRP response actions to be undertaken with respect to the IRP may impact the Grantee's use of the Easement Area. The Grantee agrees that notwithstanding any other provision of this Easement, the Government shall have no liability to the Grantee should implementation of the IRP or other environmental cleanup requirements, whether imposed by law, regulatory agencies, or the Government or the Department of Defense, interfere with the Grantee's use of the Easement Area. The Grantee shall have no claim or cause of action against the United States, or any officer, agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this Easement or otherwise.

20.3 Government Right of Entry. The Government and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to the Grantee, to enter upon the Easement Area for the purposes enumerated in this Paragraph.

20.3.1 To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, testpitting, testing soil borings, and other activities related to the IRP;

20.3.2 To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

20.3.3 To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Easement Area or to verify any data submitted to the EPA or the State Environmental Office by the Government relating to such conditions; and

20.3.4 To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, testpitting, test soil borings, and other activities undertaken pursuant to this Subparagraph 20.2.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to this Paragraph 20.2.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with the Grantee's quiet use and enjoyment of the Easement Area arising as the result of such wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Paragraph.

20.4 ACCESS FOR RESTORATION

20.4.1 Nothing in this Easement shall be interpreted as interfering with or otherwise limiting the right of the DAF and its duly authorized officers, employees, contractors of any tier, agents, and invitees to enter upon the Easement Area for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an Federal Facility Agreement (FFA) or required to implement the IRP conducted under the provisions of 10 U.S.C. §§ 2701-2705. The Grantee shall provide reasonable assistance to the DAF to ensure DAF's activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

20.4.2 The United States Environmental Protection Agency (USEPA) and the state in which the Easement Area is located, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents may, upon reasonable notice to the Grantee and with DAF's consent, enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an FFA. The Grantee shall provide reasonable assistance to USEPA and the State to ensure their activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

21. ENVIRONMENTAL BASELINE SURVEY ENVIRONMENTAL CONDITION OF PROPERTY

21.1 An Environmental Baseline Survey ("EBS") for the Easement Area dated **17 January, 2023** has been delivered to the Grantee and is attached as **Exhibit D** hereto. The EBS sets forth those environmental conditions and matters on and affecting the Easement Area on the Easement Commencement Date as determined from the records and analyses reflected therein. The EBS is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Easement Area, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard the Grantee acknowledges and agrees that the Grantee has relied, and shall rely, entirely on its own investigation of the Easement Area in determining whether to enter into this Easement. A separate EBS for the Easement Area shall be prepared by the Government, after the expiration or earlier termination of this Easement ("Final EBS"). Such Final EBS shall document the environmental conditions and matters on and affecting the Easement Area on the Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the Government to determine whether the Grantee has fulfilled its obligations to maintain and restore the Easement Area under this Easement including, without limitation, Paragraph 13 and Paragraph 16.

GENERAL PROVISIONS

22. GENERAL PROVISIONS

22.1 Covenant Against Contingent Fees. The Grantee warrants that it has not employed or retained any person or agency to solicit or secure this Easement upon an agreement or

understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul this Easement without liability or in its discretion to recover from the Grantee the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Grantee on the Easement secured or made through bona fide established commercial agencies retained by the Grantee for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

22.2 Officials Not to Benefit. No Member of, or Delegate to the Congress, or resident commissioner, shall be admitted to any part or share of this Easement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Easement if made with a corporation for its general benefit.

22.3 Nondiscrimination. The Grantee agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin with respect to the construction, operation, use and maintenance of the Easement Area.

22.3.1 The Grantee agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin with respect to the construction, operation, use and maintenance of the Easement Area.

22.3.2 The Parties agree that in the event of the Grantee's noncompliance, the Government may take appropriate action to enforce compliance, and may terminate this Easement for default and breach as provided in Paragraph 5, or may pursue such other remedies as may be provided by law.

22.4 Gratuities.

22.4.1 The Government may, by written notice to the Grantee, terminate this Easement if, after notice and hearing, the Secretary of the Air Force or a designee determines that the Grantee, or any agent or representative of the Grantee, offered or gave a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Government and intended, by the gratuity, to obtain an easement or other agreement or favorable treatment under an easement or other agreement, except for gifts or benefits of nominal value offered to tenants of the Easement Area in the ordinary course of business.

22.4.2 The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

22.4.3 If this Easement is terminated under Paragraph 22.4.1, the Government shall be entitled to pursue the same remedies against the Grantee as in a breach of this Easement by the Grantee, and in addition to any other damages provided by law, to exemplary damages of not fewer than three (3), or more than ten (10), times the cost incurred by the Grantee in giving gratuities to the person concerned, as determined by the Government.

22.4.4 The rights and remedies of the Government provided in this Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Easement.

22.5 No Joint Venture. Nothing contained in this Easement will make, or shall be construed to make, the Parties' partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and the Grantee under this Easement is that of landlord and tenant. Nothing in this Easement will render, or be construed to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

22.6 Records and Books of Account. The Grantee agrees that the Secretary of the Air Force, the Comptroller General of the United States, or the Auditor General of the United States DAF, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Easement, have access to, and the right to examine, any directly pertinent books, documents, papers, and records of the Grantee involving transactions related to this Easement.

22.7 Remedies Cumulative; Failure of Government to Insist on Compliance. The specified remedies to which the Government may resort under the terms of this Easement are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Government may be lawfully entitled in case of any breach or threatened breach by the Grantee of any provisions of this Easement. The failure of the Government to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or a relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect. No waiver by the Government of any provisions of this Easement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Government.

22.8 Counterparts. This Easement may be executed in counterparts, each of which is deemed an original and together will be deemed one and the same agreement. Signatures delivered by facsimile or email, shall be deemed originals unless and until replaced by original signatures.

22.9 Personal Pronouns. All personal pronouns used in this Easement, whether used in the masculine, feminine, or neuter gender, will include all other genders.

22.10 Entire Agreement. It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Easement, embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee. In the event of any inconsistency between the terms of this Easement and of any provision that has been incorporated by reference, the terms of this Easement shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

22.11 Partial Invalidity. If any term or provision of this Easement, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Easement, or the application of the term or provision to persons or circumstances other than those for which the term or provision is held invalid or unenforceable, will not be affected by the application, and each remaining term or provision of this Easement will be valid and will be enforced to the fullest extent permitted by law.

22.12 Interpretation of Easement. The Parties and their legal counsel have participated fully in the negotiation and drafting of this Easement. This Easement has been prepared by the Parties equally, and should be interpreted according to its terms. No inference shall be drawn that this Easement was prepared by, or is the product of, either Party.

22.13 Identification of Government Agencies, Statutes, Programs, and Forms. Any reference in this Easement, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor or similar department, agency, statute, regulation, program, or form.

22.14 Approvals. Any approval or consent of the Parties required for any matter under this Easement shall be in writing and shall not be unreasonably withheld, conditioned or denied unless otherwise indicated in this Easement.

22.15 Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Easement and none of the provisions of this Easement shall be for the benefit of, or enforceable by, any creditors of the Grantee.

22.16 No Individual Liability of Government Officials. No covenant or agreement contained in this Easement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Government, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Easement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

22.17 Excusable Delays. The Government and Grantee shall be excused from performing an obligation or undertaking provided for in this Easement, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay, so long as such performance is prevented or unavoidably delayed, retarded, or hindered by an act of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob; violence; sabotage; act of terrorism; inability to procure or a general shortage of, labor, equipment, facilities, materials, or supplies in the open market; failure or unavailability of transportation, strike, lockout, action of labor unions; a taking by eminent domain, requisition, laws, orders of government, or of civil, military, or naval authorities (but only such orders of a general nature pertaining to the Easement Area and comparable properties in the state in which the Easement Area is located; governmental restrictions (including, without limitation, access restrictions imposed by the Government and arising without fault or negligence on the part of the Grantee that significantly hinder the Grantee's ability to access the Easement Area and perform its

obligations under the Development Plan in a timely manner); required environmental remediation; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control, and without the fault or negligence of, the Government or the Grantee, as the case may be, and/or any of their respective officers, agents, servants, employees, and/or any others who may be on the Easement Area at the invitation of the Grantee, or the invitation of any of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds (collectively, "Excusable Delays"). Nothing contained in this Paragraph 22.17 shall excuse the Grantee from the performance or satisfaction of an obligation under this Easement that is not prevented or delayed by the act or occurrence giving rise to an Excusable Delay.

23. SPECIAL PROVISIONS

Reserved

24. RIGHTS NOT IMPAIRED

24.1 Rights Not Impaired. Nothing contained in this Easement shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Government over the Easement Area relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

24.2 Installation Access. The Grantee acknowledges that it understands that the Installation is an operating military Installation that could remain closed to the public and accepts that the Grantee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. The Grantee further acknowledges that the Government strictly enforces federal laws and DAF regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure pursuant to Applicable Laws and regulations. The Government will use reasonable diligence in permitting the Grantee access to the Easement Area at all times, subject to the provisions of this paragraph. Notwithstanding the foregoing, the Grantee agrees the Government will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the Installation under federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. The Government retains the right to refuse access to the Easement Area by the Grantee's parties. The Grantee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Government in the interest of national defense.

24.3 Permanent Removal and Barment. Notwithstanding anything contained in this Easement to the contrary, pursuant to Applicable Laws and regulations, the Government has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to assignees, if it believes, in its sole discretion, that the continued

presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and/or discipline on the Installation.

24.4 No Diminishment of Rights. Except as provided in Paragraph 24.1, nothing in this Easement shall be construed to diminish, limit, or restrict any right of the Grantee under this Easement, or the rights of any assignees, licensees, or invitees as prescribed under their easements or Applicable Laws.

25. APPLICABLE LAWS

25.1 Compliance With Applicable Laws. The Grantee shall comply, at its sole cost and expense (except for matters for which the Government remains obligated hereunder pursuant to Paragraph 16), with all Applicable Laws including without limitation, those regarding construction, demolition, maintenance, operation, sanitation, licenses, or permits to do business, protection of the environment, pollution control and abatement, occupational safety and health, and all other related matters. The Grantee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

25.1.1 “Applicable Laws” means, collectively, all present and future laws, ordinances, rules, requirements, regulations, and orders of the United States, the State where the Easement Area is located and any other public or quasi-public federal, State, or local authority, and/or any department or agency thereof, having jurisdiction over the Project (“Project” means, collectively, the Easement Area and the Easement Area Improvements) and relating to the Project or imposing any duty upon the Grantee with respect to the use, occupation, or alteration of the Project during the Easement Term.

25.2 Permits, Licenses, and Approvals. The Grantee will be responsible for and obtain, at its sole expense, prior to the commencement of construction and demolition, and upon completion of the building of Easement Area improvements, any approvals, permits, or licenses that may be necessary to construct, occupy, and operate the Grantee improvements and Grantee equipment in compliance with all Applicable Laws.

Compliance with Executive Order (EO) No. 13658. The parties expressly stipulate this Lease is subject to Executive Order 13658 and the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order. Thereby, “Appendix A of 29 CFR Part 10-Contract Clause” is incorporated by reference herein.

25.3 No Waiver of Sovereign Immunity. Nothing in this Easement shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity. Only laws and regulations applicable to the Easement Area under the Constitution and statutes of the United States are covered by this Paragraph. The United States presently exercises proprietary jurisdiction over the Easement Area.

25.4 Grantee Responsibility for Compliance. Responsibility for compliance as specified in this Paragraph 25 rests exclusively with the Grantee. The Government assumes no enforcement or supervisory responsibility, except with respect to matters committed to its jurisdiction and authority. The Grantee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to the Grantee's use and occupation of the Easement Area.

25.5 Grantee Right to Contest. The Grantee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature referred to in this Paragraph 25. The Government shall not be required to join in or assist the Grantee in any such proceedings.

26. AVAILABILITY OF FUNDS

26.1 The obligations of any Party to this Easement or of any transferee of the Easement shall be subject to the availability of appropriated funds for any such obligation, unless such Party or transferee is a non-appropriated fund instrumentality of the United States. No appropriated funds are obligated by this Easement.

27. CONGRESSIONAL REPORTING

This Easement is not subject to 10 U.S.C. § 2662.

28. AMENDMENTS

28.1 This Easement may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties.

29. LIABILITY

29.1 No Government Liability. Except as otherwise provided in this Easement, the Government shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Easement Area, or the use and occupation of the Easement Area, or for damages to the property of the Grantee, or injuries or death of the Grantee's officers, agents, servants, employees, or others who may be on the Easement Area at their invitation or the invitation of any one of them, unless said damage, injury or liability is attributable to the negligence, gross negligence or willful misconduct of the Government, but only to the extent provided by the Federal Tort Claims Act.

29.2 Grantee Liability. Except as otherwise provided in this Easement, and to the extent permitted by law, the Grantee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Easement Area by the Grantee, the Grantee's officers, agents, servants, employees, or others who may be on the Easement Area at the Grantee's invitation or the invitation of any of the Grantee's officers, agents, servants, or employees (the "Grantee Parties"), (excluding those employees or agents of the

Government who are on the Easement Area for the purpose of performing official duties), or the activities conducted by or on behalf of the Grantee Parties under this Easement. Except as otherwise expressly provided herein, the Grantee expressly waives all claims against the Government for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Easement Area by the Grantee Parties, or the conduct of activities or the performance of responsibilities under this Easement. The Grantee further agrees, to the extent permitted by Applicable Laws, to indemnify, save, and hold harmless the Government, its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs, and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon bodily injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of any portion of the Easement Area, or any activities conducted or services furnished by or on behalf of the Grantee Parties in connection with, or pursuant, to this Easement, and all claims for damages against the Government arising out of, or related to, the Easement. The agreements of Grantee contained in this Paragraph 29.2 do not extend to claims caused by the negligence, gross negligence or willful misconduct of officers, agents, contractors, or employees of the United States without contributory fault on the part of any other person, firm, or corporation. The Government will give the Grantee notice of any claim against it covered by this provision as soon as practicable after learning of it.

30. ENTIRE AGREEMENT

30.1 It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

31. CONDITION AND PARAGRAPH HEADINGS

31.1 The brief headings or titles preceding each Paragraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction and interpretation of this Easement.

32. STATUTORY AND REGULATORY REFERENCES

32.1 Any reference to a statute or regulation in this Easement shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

33. PRIOR AGREEMENT

33.1 This Easement supersedes all prior agreements, if any, to the Grantee for the Easement Area, but does not terminate any obligations of the Grantee under such prior Easements that may by their terms survive the termination or expiration of those Easements, except to the extent such obligations are inconsistent with this Easement. In the event that any prior license or other agreement between the Parties, or their predecessors in interest, for the use and occupancy of the Easement Area has expired prior to the execution of this Easement, the Parties acknowledge that the Grantee, either directly or through its predecessors in interest, has had continuous use and

occupancy of the Easement Area pursuant to the prior agreement since the expiration of the prior agreement.

34. EXHIBITS

Four (4) exhibits are attached to and made a part of this Grant, as follows:

Exhibit A - Description of Premises

Exhibit B - Map of Premises

Exhibit C - Physical Condition Report

Exhibit D – Environmental Baseline Survey

GOVERNMENT SIGNATURE PAGE TO GRANT OF EASEMENT

IN WITNESS WHEREOF, I have hereunto set my hand the 15th day of Feb, 2023.

THE UNITED STATES OF AMERICA
by its Secretary of the Air Force

By: [Signature]
JOSHUA D. DEMOTT
Colonel, USAF
Commander

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

This document was acknowledged before me, the undersigned Notary Public, by Ssgt Kaitlan Kennebeck on this the 15 day of February, 2023.

USAFWC/JA
4428 England Ave.
Building 18
Nellis AFB, NV 89191

[Signature]
Notary Public, State of Nevada
KAITLAN M. KENNEBECK, Ssgt, USAF



ACCEPTANCE

The Grantee hereby accepts this grant of Easement and agrees to be bound by its terms.

DATED: _____ day of _____, 2023.

GRANTEE:

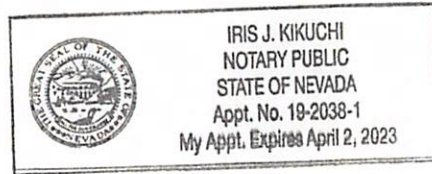
Clark County Public Works

By: [Signature]
Denis Cederburg
Director, Clark County Public Works

Attest:

[Signature]
Laura C. Rehfeldt
Deputy District Attorney

STATE OF NEVADA)
) SS
COUNTY OF CLARK)



This document was acknowledged before me, the undersigned Notary Public, by DENIS CEDERBURG on this the 31st day of JANUARY, 2023.

[Signature]
Notary Public, State of NEVADA

ACCEPTANCE

The Grantee hereby accepts this grant of Easement and agrees to be bound by its terms.

DATED: 31st day of JANUARY, 2023.

Exhibit A
Description of Premises
(see attached)

EXHIBIT "A"**LAND DESCRIPTION**

BEING A PORTION OF LAND LYING WITHIN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M. COUNTY OF CLARK, STATE OF NEVADA WHICH IS CURRENTLY KNOWN AS CLARK COUNTY ASSESSORS PARCEL NUMBER 140-16-401-007 AND IS REFERENCED IN INSTRUMENT 00193-0154072 ACCORDING TO THAT CERTAIN RECORD OF SURVEY IN FILE 216, PAGE 10 OF SURVEYS, OFFICIAL RECORDS OF CLARK COUNTY NEVADA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4 OF SAID SECTION 16 AS SHOWN ON SAID SURVEY; THENCE ALONG THE WEST LINE THEREOF, NORTH 00°01'45" WEST, 126.37 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°01'45" WEST, 1211.65 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE ALONG SAID NORTH LINE, SOUTH 89°43'00" EAST, 31.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 55.00 FEET, A LINE TO THE RADIUS POINT FROM SAID BEGINNING BEARS NORTH 76°52'48" EAST; THENCE SOUTHEASTERLY AND TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°38'48", AN ARC DISTANCE OF 35.18 FEET; THENCE SOUTH 00°04'41" EAST, 65.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 54.50 FEET, A LINE TO THE RADIUS POINT FROM SAID BEGINNING BEARS SOUTH 39°58'16" EAST; THENCE SOUTHERLY AND TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°03'28", AN ARC DISTANCE OF 47.62 FEET; THENCE SOUTH 00°01'45" EAST, 673.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY AND TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°27'49", AN ARC DISTANCE OF 43.70 FEET; THENCE SOUTH 00°00'00" EAST, 40.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 29.50 FEET, A LINE TO THE RADIUS POINT FROM SAID BEGINNING BEARS SOUTH



EXHIBIT "A"

05°44'23" EAST; THENCE SOUTHWESTERLY AND TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°17'22", AN ARC DISTANCE OF 43.40 FEET; THENCE SOUTH 00°01'45" EAST, 92.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 690.00 FEET; THENCE SOUTHERLY AND TO THE RIGHT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°22'58", AN ARC DISTANCE OF 173.21 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 630.00 FEET, A LINE TO THE RADIUS POINT FROM SAID BEGINNING BEARS SOUTH 75°38'47" EAST; THENCE SOUTHERLY AND TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°28'48", AN ARC DISTANCE OF 38.27 FEET TO THE **POINT OF BEGINNING.**

DESCRIBED AREA CONTAINS 37,364 SQUARE FEET OR 0.86 ACRES, MORE OF LESS.

BASIS OF BEARINGS

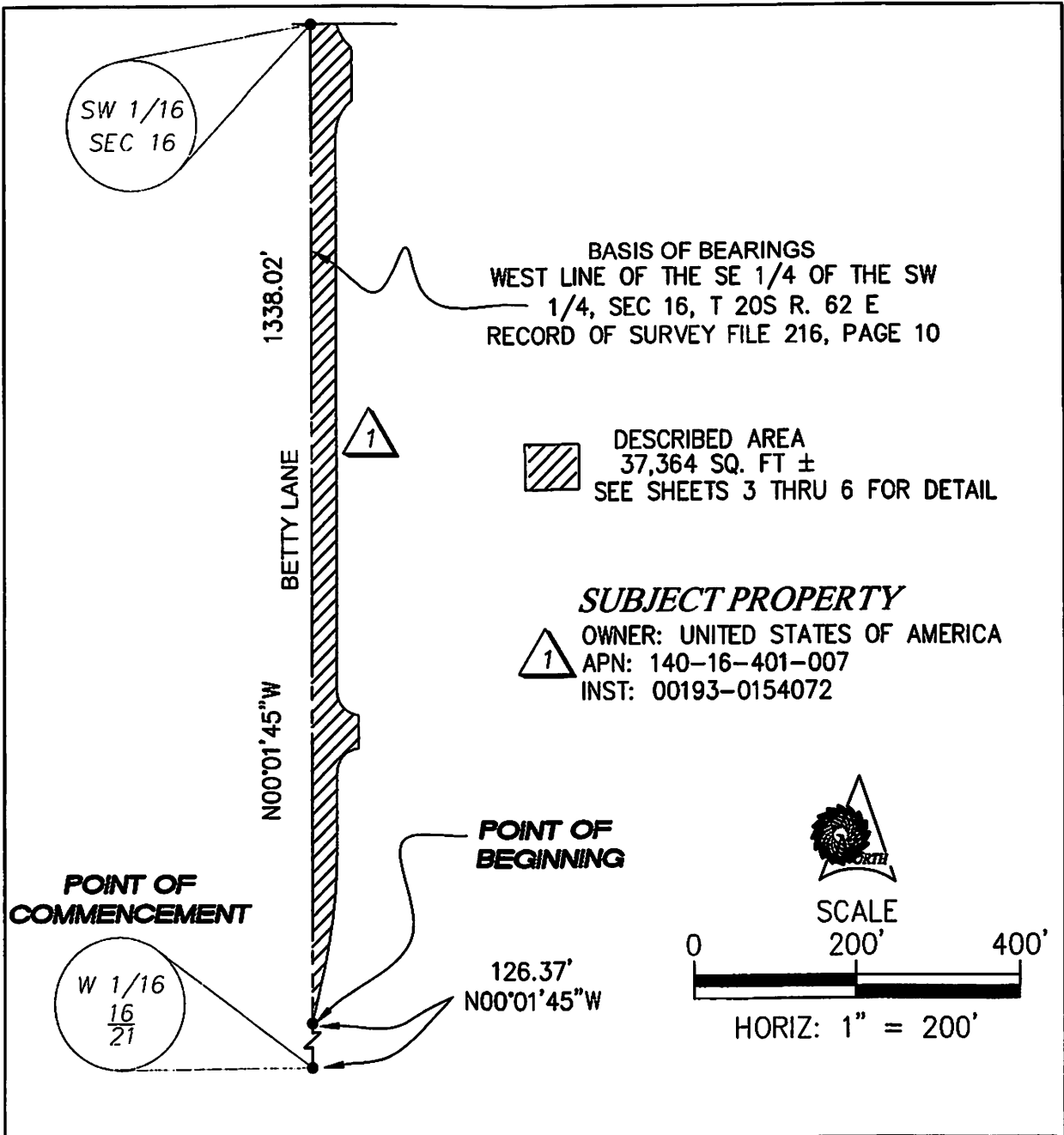
NORTH 00°01'45" WEST BEING THE BEARING ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY NEVADA AS SHOWN IN FILE 216, PAGE 010, OF SURVEYS, OFFICIAL RECORDS OF THE CLARK COUNTY RECORDS OFFICE, CLARK COUNTY, NEVADA.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



EXHIBIT B
Map of Premises
(see attached)



OWNER: UNITED STATES OF AMERICA
 APN: 140-16-401-007
 SECTION: 16 TOWNSHIP 20 S. RANGE 62 E.
 TOTAL AREA OF PARCEL: 1,829,398 SQ. FT. OR 42.00 ACRES
 TOTAL AREA OF ACQUISITION: 37,364 SQ. FT. OR 0.86 ACRES
 AREA REMAINING: 1,791,966 SQ. FT. OR 41.14 ACRES
 REFERENCE: RECORD OF SURVEY FILE 216, PAGE 10

 **SUNRISE
ENGINEERING**
 5135 CAHINO AL NORTE, SUITE 150
 NORTH LAS VEGAS, NEVADA 89031
 TEL 702.630.9180
 WWW.SUNRISE-ENG.COM

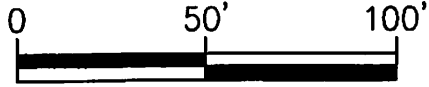
EXHIBIT "B"
 RIGHT-OF-WAY ACQUISITION
 CLARK COUNTY PUBLIC WORKS
 A PORTION OF ASSESSOR'S PARCEL 140-16-401-007
 SECTION 16, T.20S, R.62E, M.D.M., CLARK COUNTY, NV

DATE: 4/23/21
 BY: CAG
 SHEET NO. 3 OF 8

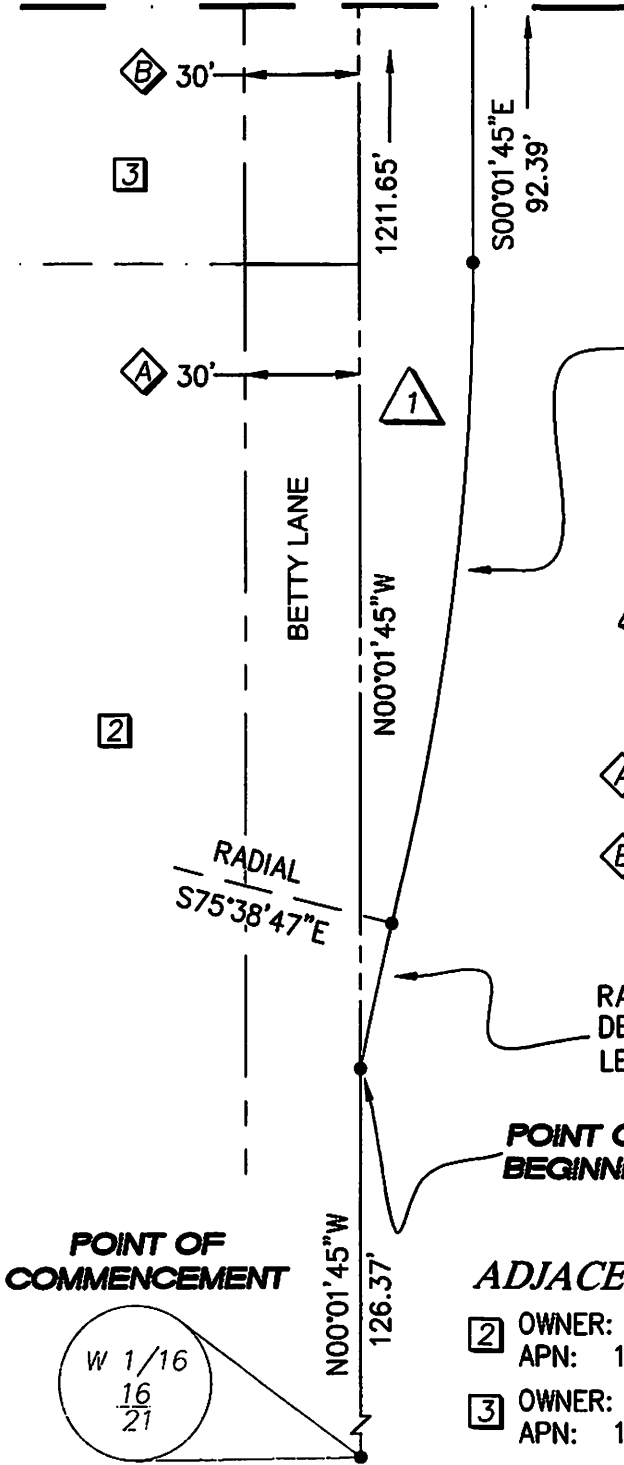
MATCHLINE SEE SHEET 5



SCALE



HORIZ: 1" = 50'



RADIUS = 690.00'
DELTA = 14°22'58"
LENGTH = 173.21'

SUBJECT PROPERTY

1 OWNER: UNITED STATES OF AMERICA
APN: 140-16-401-007
INST: 00193-0154072

RIGHT-OF-WAY

- A 30' FOR BETTY LANE DEDICATED FOR PUBLIC USE PER 20061025:04650
- B 30' FOR BETTY LANE DEDICATED FOR PUBLIC USE PER 20050603:03166

RADIUS = 630.00'
DELTA = 03°28'48"
LENGTH = 38.27'

POINT OF BEGINNING

POINT OF COMMENCEMENT



ADJACENT PROPERTIES

- 2 OWNER: DARLING FAMILY TRUST
APN: 140-16-401-006
- 3 OWNER: FLORES REVOCABLE FAMILY LIVING TRUST
APN: 140-16-401-011



5135 CAMINO AL NORTE, SUITE 160
NORTH LAS VEGAS, NEVADA 89031
TEL 702.630.9180
www.sunrise-eng.com

EXHIBIT "B"
RIGHT-OF-WAY ACQUISITION
CLARK COUNTY PUBLIC WORKS

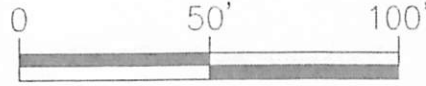
A PORTION OF ASSESSORS PARCEL 140-16-401-007
SECTION 16, T.20S, R.62E, M.D.M., CLARK COUNTY, NV

DATE: 4/23/21
BY: CAG
SHEET NO. 4 OF 8

MATCHLINE SEE SHEET 6



SCALE



HORIZ: 1" = 50'

SUBJECT PROPERTY

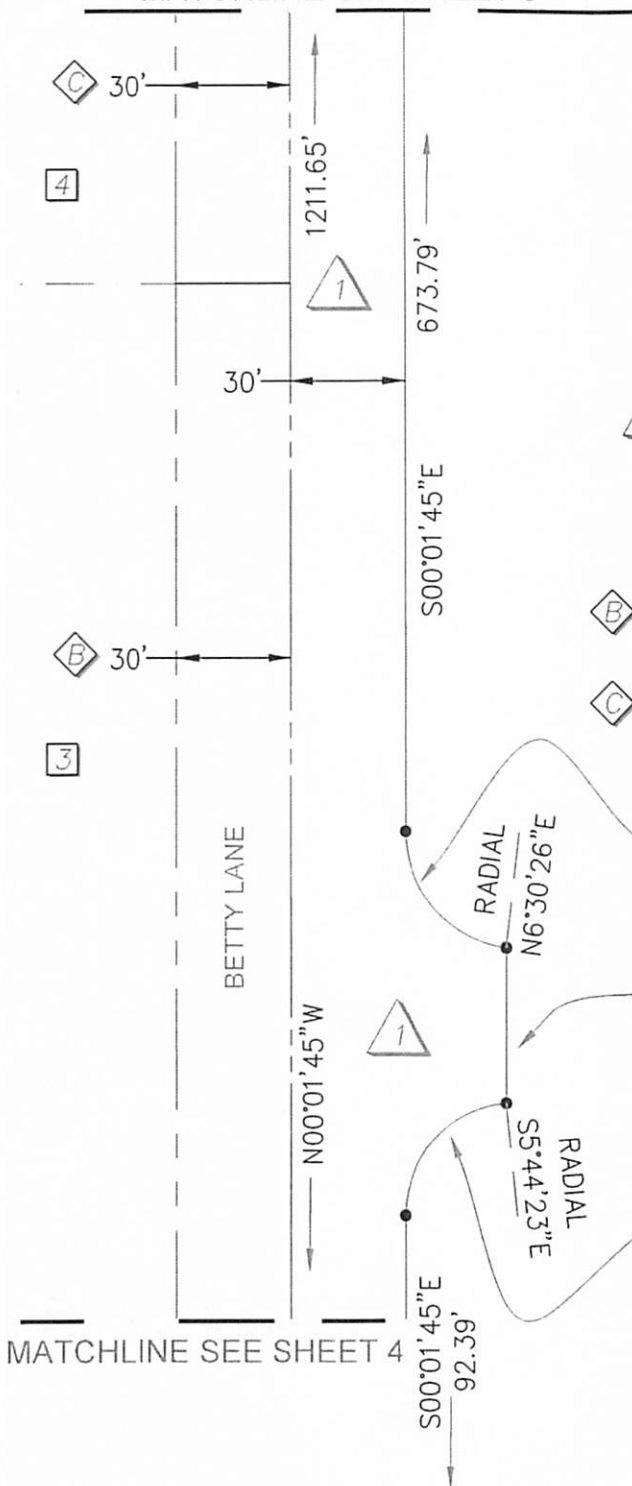
OWNER: UNITED STATES OF AMERICA
APN: 140-16-401-007
INST: 00193-0154072

RIGHT-OF-WAY

- B 30' FOR BETTY LANE DEDICATED FOR PUBLIC USE PER 20050603: 03166
- C 30' FOR BETTY LANE DEDICATED FOR PUBLIC USE PER 20200228: 004350

ADJACENT PROPERTIES

- 3 OWNER: FLORES REVOCABLE FAMILY LIVING TRUST
APN: 140-16-401-011
- 4 OWNER: DISCOUNT DUMPSTERS L L C
APN: 140-16-401-003



MATCHLINE SEE SHEET 4



5135 CAHINO AL NORTE, SUITE 160
NORTH LAS VEGAS, NEVADA 89031
TEL 702.830.9180
WWW.SUNRISE-ENG.COM

EXHIBIT "B"

RIGHT-OF-WAY ACQUISITION
CLARK COUNTY PUBLIC WORKS

A PORTION OF ASSESSORS PARCEL 140-16-401-007

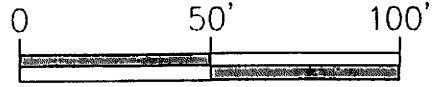
SECTION 16, T.20S, R.62E, M.D.M., CLARK COUNTY, NV

DATE: 4/23/21
BY: CAG
SHEET NO. 5 OF 8

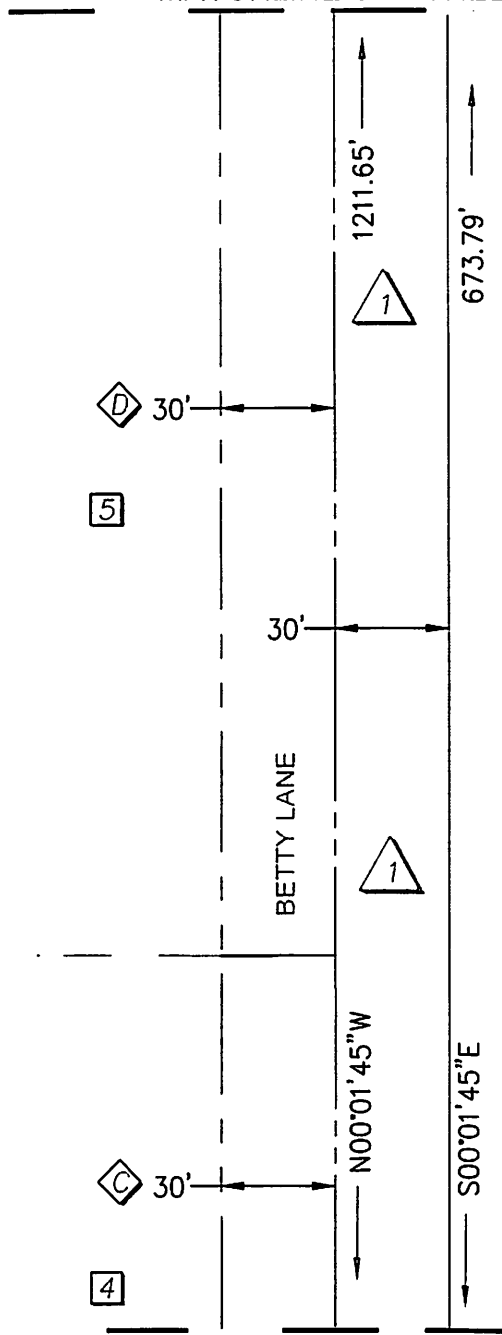
MATCHLINE SEE SHEET 7




SCALE





HORIZ: 1" = 50'





SUBJECT PROPERTY

 OWNER: UNITED STATES OF AMERICA
 APN: 140-16-401-007
 INST: 00193-0154072

RIGHT-OF-WAY

-  30' FOR BETTY LANE DEDICATED FOR PUBLIC USE PER 20200228:004350
-  30' FOR BETTY LANE DEDICATED FOR PUBLIC USE PER 2081:2040468

ADJACENT PROPERTIES

-  OWNER: DISCOUNT DUMPSTERS L L C
APN: 140-16-401-003
-  OWNER: W G PRIME L L C
APN: 140-16-401-002

MATCHLINE SEE SHEET 5

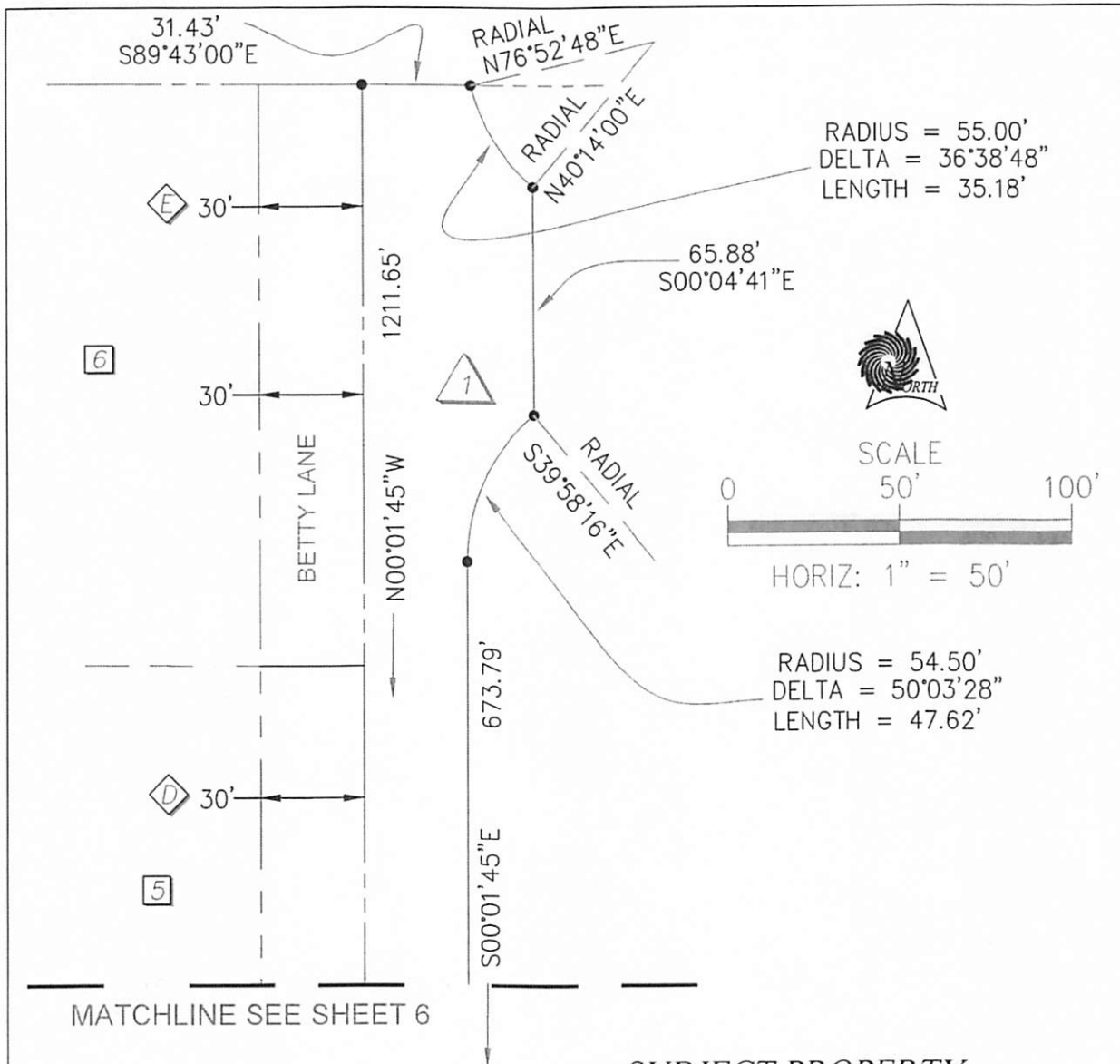


5135 CAHILLO AL NORTE, SUITE 160
 NORTH LAS VEGAS, NEVADA 89131
 TEL 702.830.9180
 WWW.SUNRISE-ENG.COM

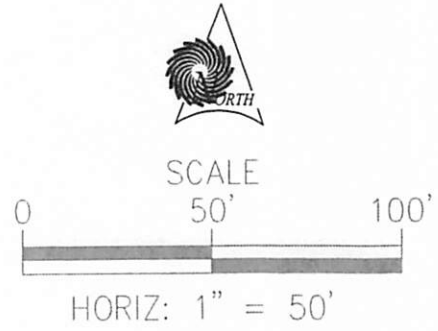
EXHIBIT "B"
 RIGHT-OF-WAY ACQUISITION
 CLARK COUNTY PUBLIC WORKS

A PORTION OF ASSESSORS PARCEL 140-16-401-007
 SECTION 16, T.20S, R.62E, M.D.M., CLARK COUNTY, NV

DATE: 4/23/21
 BY: CAG
 SHEET NO. 6 OF 8



RADIUS = 55.00'
 DELTA = 36°38'48"
 LENGTH = 35.18'



RADIUS = 54.50'
 DELTA = 50°03'28"
 LENGTH = 47.62'

MATCHLINE SEE SHEET 6

SUBJECT PROPERTY

1 OWNER: UNITED STATES OF AMERICA
 APN: 140-16-401-007
 INST: 00193-0154072

ADJACENT PROPERTIES

5 OWNER: W G PRIME L L C
 APN: 140-16-401-002
 6 OWNER: W G PRIME L L C
 APN: 140-16-401-001

RIGHT-OF-WAY

D 30' FOR BETTY LANE DEDICATED FOR PUBLIC USE PER 2081:2040468
 E 30' FOR BETTY LANE DEDICATED FOR PUBLIC USE PER UNKNOWN DOCUMENT



5135 CAMINO AL NORTE, SUITE 160
 NORTH LAS VEGAS, NEVADA 89131
 TEL 702.830.9180
 www.sunrise-eng.com

EXHIBIT "B"
 RIGHT-OF-WAY ACQUISITION
 CLARK COUNTY PUBLIC WORKS











A PORTION OF ASSESSORS PARCEL 140-16-401-007
 SECTION 16, T.20S, R.62E, M.D.M., CLARK COUNTY, NV

DATE: 4/23/21
 BY: CAG
 SHEET NO. 7 OF 8

BASIS OF BEARING

NORTH 00°01'45" WEST BEING THE BEARING ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY NEVADA AS SHOWN IN FILE 216, PAGE 010, OF SURVEYS, OFFICIAL RECORDS OF THE CLARK COUNTY RECORDS OFFICE, CLARK COUNTY, NEVADA.

LINE LEGEND

	LIMITS OF DESCRIBED AREA
	ADJOINING PROPERTY LINE
	SECTION LINE
	QUARTER SECTION LINE
	SIXTEENTH SECTION LINE
	SIXTYFOURTH SECTION LINE
	RADIAL BEARING
	INTERIOR PROPERTY LINE
	RIGHT OF WAY LINE
	EASEMENT LINE



5135 CAHINO AL NORTE, SUITE 160
NORTH LAS VEGAS, NEVADA 89031
TEL 702.830.9180
WWW.SUNRISE-ENG.COM

EXHIBIT "B"
RIGHT-OF-WAY ACQUISITION
CLARK COUNTY PUBLIC WORKS

A PORTION OF ASSESSORS PARCEL 140-16-401-007

SECTION 16, T.20S, R.62E, M.D.M., CLARK COUNTY, NV

DATE: 4/23/21
BY: CAG
SHEET NO. 8 OF 8

CLOSURE CALCULATIONS

USA Take

North: 57706.3807' East: 90979.2274'

Segment #1 : Line

Course: N0° 01' 45"W Length: 1211.65'

North: 58918.0305' East: 90978.6106'

Segment #2 : Line

Course: S89° 43' 00"E Length: 31.43'

North: 58917.8751' East: 91010.0402'

Segment #3 : Curve

Length: 35.18' Radius: 55.00'

Delta: 36°38'48" Tangent: 18.21'

Chord: 34.58' Course: S31° 26' 36"E

Course In: N76° 52' 48"E Course Out: S40° 14' 00"W

RP North: 58930.3596' East: 91063.6045'

End North: 58888.3715' East: 91028.0799'

Segment #4 : Line

Course: S0° 04' 41"E Length: 65.88'

North: 58822.4916' East: 91028.1697'

Segment #5 : Curve

Length: 47.62' Radius: 54.50'

Delta: 50°03'28" Tangent: 25.45'

Chord: 46.12' Course: S24° 59' 59"W

Course In: S39° 58' 16"E Course Out: S89° 58' 15"W

RP North: 58780.7245' East: 91063.1805'

End North: 58780.6968' East: 91008.6806'

Segment #6 : Line

Course: S0° 01' 45"E Length: 673.79'

North: 58106.9068' East: 91009.0235'

Segment #7 : Curve

Length: 43.70' Radius: 30.00'

Delta: 83°27'49" Tangent: 26.76'

Chord: 39.94' Course: S41° 45' 40"E

Course In: N89° 58' 15"E Course Out: S6° 30' 26"W

RP North: 58106.9221' East: 91039.0235'

End North: 58077.1154' East: 91035.6237'

Segment #8 : Line

Course: S0° 00' 00"E Length: 40.23'

North: 58036.8854' East: 91035.6237'

Segment #9 : Curve

Length: 43.40' Radius: 29.50'

Delta: 84°17'22" Tangent: 26.70'

Chord: 39.59' Course: S42° 06' 56"W

Course In: S5° 44' 23"E Course Out: S89° 58' 15"W

RP North: 58007.5333' East: 91038.5740'

End North: 58007.5183' East: 91009.0740'

Segment #10 : Line

Course: S0° 01' 45"E Length: 92.39'

North: 57915.1283' East: 91009.1210'

Segment #11 : Curve

Length: 173.21' Radius: 690.00'

Delta: 14°22'58" Tangent: 87.06'

Chord: 172.75' Course: S7° 09' 44"W

Course In: S89° 58' 15"W Course Out: S75° 38' 47"E

RP North: 57914.7770' East: 90319.1211'

End North: 57743.7222' East: 90987.5822'

Segment #12 : Curve

Length: 38.27' Radius: 630.00'

Delta: 3°28'48" Tangent: 19.14'

Chord: 38.26' Course: S12° 36' 49"W

Course In: S75° 38' 47"E Course Out: N79° 07' 35"W

RP North: 57587.5416' East: 91597.9162'

End North: 57706.3868' East: 90979.2274'

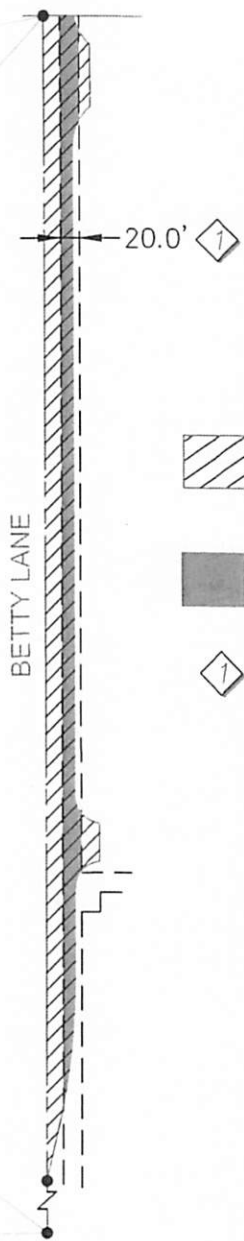
Perimeter: 2496.74' Area: 37363.61 Sq. Ft.


Error Closure: 0.0061 Course: N0° 29' 27"E

Error North: 0.00613 East: 0.00005


Precision 1: 409303.28

SW 1/16
SEC 16

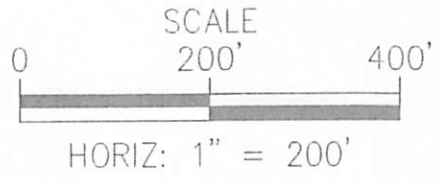


 DESCRIBED AREA
37,364 SQ. FT ±
SEE SHEETS 3 THRU 6 FOR DETAIL

 AREA ENCUMBERED BY EXISTING NVE EASEMENT
15289 SQ. FT ±

 VARIABLE WIDTH NV ENERGY EASEMENT
PER INST#20100427-00274

W 1/16
16
21



ENCUMBERED AREA OF ACQUISITION: 15,289 SQ. FT. OR 0.35 ACRES
UNENCUMBERED AREA OF ACQUISITION: 22,075 SQ. FT. OR 0.51 ACRES

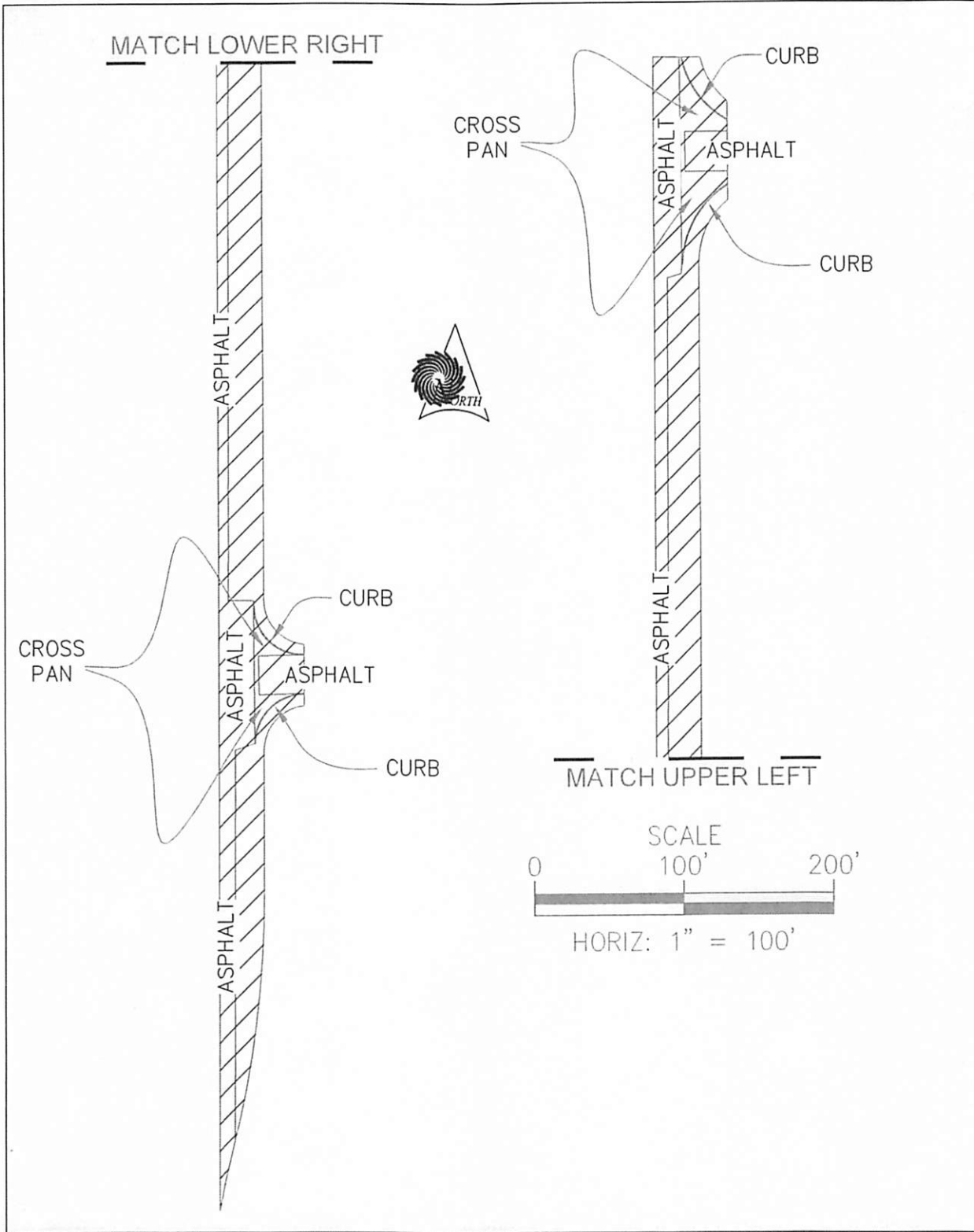


5135 CAMINO AL NORTE, SUITE 160
NORTH LAS VEGAS, NEVADA 89131
TEL 702.830.9180
WWW.SUNRISE-ENG.COM

APPRAISERS COPY
RIGHT-OF-WAY ACQUISITION
CLARK COUNTY PUBLIC WORKS

A PORTION OF ASSESSORS PARCEL 140-16-401-007
SECTION 16, T.20S, R.62E, M.D.M., CLARK COUNTY, NV

DATE: 4/23/21
BY: CAG



5135 CAHINO AL NORTE, SUITE 160
NORTH LAS VEGAS, NEVADA 89031
TEL 702.830.9189
WWW.SUNRISE-ENG.COM

EXISTING IMPROVEMENTS
RIGHT-OF-WAY ACQUISITION
CLARK COUNTY PUBLIC WORKS

A PORTION OF ASSESSORS PARCEL 140-16-401-007
SECTION 16, T.20S, R.62E, M.D.M., CLARK COUNTY, NV

DATE: 4/23/21
BY: CAG

EXHIBIT C

PHYSICAL CONDITION REPORT

The property identified in Exhibit A, Description of Premises, and Exhibit B, Map of Premises, as shown as part of this Easement No. USAF-ACC-RKMF-22-2-0145 on Nellis AFB has been inspected and found to be satisfactory by the Nellis AFB Real Property Accountable Officer and a representative of Clark County Public Works. Pictures of the property location are on file with the Nellis AFB Real Property Office for reference if applicable. All locations are free of obstructions and not located within boundaries of known future construction. The License site is located on Federal property at Nellis AFB.

RPO's Representative:

By: Kyle Corcoran



DATE: 19 January, 2023

Grantee's Representative:

By: Kathleen L. Kingston
Clark County Public Works



DATE: 19 January, 2023

EXHIBIT D

**Environmental Baseline Survey
(Maintained in Real Property Office Files Due to Size of Document)**