

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is made this ____ day of _____, 2024 (“**Effective Date**”), between The Andrade-Moreno Family Trust Etal (“**Seller**”), and County of Clark, a political subdivision of the State of Nevada (“**County**”), through its Department of Aviation (“**Buyer**”), and its successors and assigns. The Seller and Buyer are each a “**Party**” to this Agreement, and together they are the “**Parties**.” This Agreement shall also constitute escrow instructions to First American Title Insurance Company (“**Escrow Company**”), Anastasia Dion, escrow officer (“**Escrow Agent**”), as to matters set forth herein pertaining to Escrow Agent.

RECITALS

WHEREAS, Seller is the current owner of that certain real property described as Assessor’s Parcel Number 139-17-301-011, generally located on Simmons Street, north of Carey Avenue and south of Citizen Avenue, in North Las Vegas, Nevada (the “**Property**”). The Property is more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference;

WHEREAS, the Parties executed a Letter of Intent (the “**LOI**”) on June 3, 2024 attached hereto as **Exhibit B** for reference. The LOI outlined the general terms of the transaction including the feasibility period, described in this Agreement. The feasibility period in LOI commenced on June 3, 2024 and expired on August 17, 2024. This Agreement supersedes and replaces the LOI; and,

WHEREAS, Seller desires to sell under a voluntary acquisition, and Buyer desires to purchase under a voluntary acquisition, the Property (which includes any fixtures and improvements thereon and Seller’s interest in all rights and appurtenances pertaining thereto, including any right, title, and interest of Seller in and to adjacent streets, alleys or rights-of-way, easements, gores or strips of land, and any entitlements relating thereto, development rights, claims, causes of action, and all rights in and to all permits, licenses, authorizations, approvals, maps, studies, and plans specific to the Property).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereto agree to the recitals set forth above and to the following terms and conditions:

**ARTICLE I
DEFINITIONS**

- 1.1 The term “Agents,” whenever used herein, refers to the real estate agent(s) representing the Parties of this transaction.
- 1.2 The term “Agreement,” whenever used herein, refers to the Purchase and Sale Agreement and Joint Escrow Instructions, as the same may be amended from time to time.
- 1.3 The term “Approval Date,” whenever used herein, means the date upon which this Agreement is approved by the Board of County Commissioners.

- 1.4 The term "Buyer," whenever used herein, means the Director of the Clark County Department of Aviation of the Clark County Airport System, or designee, acting on behalf of the County.
- 1.5 The term "Buyer's Conditions to Closing," whenever used herein, means the contractual obligations that must be satisfied in order for Buyer to have an obligation to close.
- 1.6 The term "Closing," whenever used herein, has the meaning ascribed in Section 2.7(A).
- 1.7 The term "Closing Costs," whenever used herein, refer to the fees, costs, and taxes that are incurred to complete a real estate transaction.
- 1.8 The term "Closing Date Extension," whenever used herein, means an additional thirty or sixty (30 or 60) calendar days from initial Closing date as applicable. The Buyer's delivery of notice of such extension given to Escrow Agent and Seller at least five (5) business days prior to the initial scheduled Closing.
- 1.9 The term "County," whenever used herein, means the County of Clark, a political subdivision of the State of Nevada, as represented by the Clark County Board of Commissioners ("BOCC") and where this Agreement speaks of "Approval by County," such approval means action by the Clark County Board of Commissioners.
- 1.10 The term "Declaration of Value," whenever used herein, means the form prescribed by the Nevada Tax Commission to provide information with regard to the transfer of real property.
- 1.11 The term "Deed," whenever used herein, refers to the instrument that is recorded that conveys the property to Buyer.
- 1.12 The term "Deposit," whenever used herein, means earnest money deposit in the amount of Two Hundred Thousand Dollars (\$200,000.00), which is deposited by the Buyer with the Escrow Company after fully executing this Agreement. Upon the expiration of the Investigation Period, the Deposit shall be non-refundable to Buyer, but it shall be applied against the total Purchase Price at Closing if Closing occurs. Subsequently, if the Buyer cancels escrow prior to the expiration of the Investigation Period the Buyer Deposit shall be refunded immediately without any further signatures required.
- 1.13 The term "Effective Date," whenever used herein, means the date set forth in the first paragraph of this Agreement.
- 1.14 The term "Escrow Company," whenever used herein, means the company designated to handle the Closing.
- 1.15 The term "Escrow Agent," whenever used herein, means the individual representative from the Escrow Company that has been assigned to this Closing.
- 1.16 The term "Extension Deposit," whenever used herein, means the additional money required to be deposited in escrow to grant the additional Closing Date Extension.

- 1.17 The term "Hazardous Material," whenever used herein, means the definitions of hazardous substance, hazardous material, toxic substance, regulated substance or solid waste as defined within the following:
- A. COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)
 - B. RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6901 et seq.)
 - C. HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. Section 5101 et seq.) and all present or future regulations promulgated thereto.
 - D. DEPARTMENT OF TRANSPORTATION HAZARDOUS MATERIALS TABLE (49 C.F.R. Part 172) and amendments thereto.
 - E. ENVIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 300 and amendments thereto—including Appendices thereto)
 - F. HANDLING OF HAZARDOUS MATERIALS (including transportation of Hazardous Materials by Motor Carriers) (Nevada Revised Statutes 459.700 through 459.780)

All substances, materials and wastes that are, or that become, regulated under, or that are classified as hazardous or toxic under any environmental law, whether such laws are federal, state or local.

- 1.18 The term "Investigation Period" (also referred to as the "Feasibility Period") whenever used herein, means the period of time when the Buyer satisfies its due diligence which shall be a period of seventy-five (75) calendar days following the execution of the LOI. During this period of time, the Buyer is able to cancel the escrow with no recourse and the Deposit is to be completely released to Buyer by Escrow Company with no further signature from Seller.
- 1.19 The term "Letter of Intent," whenever used herein, means the document that outlines the general terms of the transaction, more commonly referred to as the "LOI." The terms outlined in this Agreement supersede the terms of the LOI.
- 1.20 The term "Liquidated Damages," whenever used herein, means in lieu of all other remedies Seller may have, Seller shall be entitled to receive the Deposit and the Extension Deposit (if applicable) as liquidated damages if Buyer defaults under this Agreement.
- 1.21 The term "New Title Exceptions," whenever used herein, means an updated Title Report after the Effective Date which discloses a title exception other than a Permitted Exception of which Buyer was not aware prior to the Effective Date and was not caused by Buyer and that would appear as an exception on the Owner's Title Policy and have a materially adverse effect on the ownership of the Property after the Closing.

- 1.22 The term "New Title Exception Notice," whenever used herein, means an exception on the Owner's Title Policy that may have a materially adverse effect on the ownership of the Property after the Closing. The Buyer shall have the right to request Seller remove such New Title Exception prior to the Closing Date by written notice to Seller. In the event that Seller is unable or unwilling to remove any New Title Exception identified in a New Title Exception Notice on or before Closing, then Buyer may elect to either: (1) accept such New Title Exception and proceed with Closing, in which event such New Title Exception shall constitute a Permitted Exception; or (2) elect to terminate this Agreement, in which event this Agreement shall terminate and Buyer shall be entitled to a refund of the Deposit and Extension Deposit (if applicable).
- 1.23 The term "Opening of Escrow," whenever used herein, means the date the Escrow Company receives the fully executed copy of this Agreement and the Deposit.
- 1.24 The term "Owner's Title Policy," whenever used herein, shall mean an American Land Title Association Policy commonly known as the "ALTA Policy" and referred to as extended coverage title policy issued to Buyer in connection with this Agreement. The Buyer shall be responsible for the difference in the cost between the ALTA Policy and standard coverage title policy "Standard Policy."
- 1.25 The term "Party/Parties," whenever used herein, refers to the Seller and Buyer involved in the transaction.
- 1.26 The term "Permitted Exceptions," means the items set forth on Exhibit C, together with the other title exceptions approved by Buyer pursuant to this Agreement.
- 1.27 The term "Property," whenever used herein, has the meaning set forth in the Recitals to this Agreement.
- 1.28 The term "Proof of Funds," whenever used herein, means a document showing financial proof of the ability to close on the transaction, provided by Buyer to Seller upon request.
- 1.29 The term "Purchase Price," whenever used herein, means the total consideration agreed to be paid by Buyer to Seller for the Property and does not include any Closing Costs and/or prorations. Those costs are separate and referred to as Buyer's Closing Costs. The Deposit and Extension Deposit (if applicable) shall be applied against the Purchase Price at Closing.
- 1.30 The term "Seller," whenever used herein, means the person or entity as defined in the first paragraph of this Agreement.
- 1.31 The term "Seller's Conditions to Closing," whenever used herein, means the contractual obligations that must be satisfied in order for Seller to be obligated to close.
- 1.32 The term "Title Objections," whenever used herein, means the items that Buyer reasonably finds objectionable on the Title Report.

- 1.33 The term "Title Commitment," whenever used herein, refers to the promise of a title company to issue an insurance policy for a property after Closing.
- 1.34 The term "Title Report," whenever used herein, has the meaning ascribed in Section 2.6(A).

ARTICLE II AGREEMENT

- 2.1 **PURCHASE AND SALE.** Subject to and in accordance with the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, convey, transfer, and deliver to Buyer, and Buyer hereby agrees to purchase from Seller subject to the terms of this Agreement, the Property in "as-is, where-is" condition with all personal property of Seller removed. The Property includes any fixtures and/or improvements thereon and Seller's interest in all rights and appurtenances pertaining thereto, including any right, title, and interest of Seller in and to adjacent streets, alleys or rights-of-way, easements, gores or strips of land, and any entitlements relating thereto, development rights, claims, causes of action, and all rights in and to all permits, licenses, authorizations, approvals, maps, studies, and plans specific to the Property. The Property must be delivered free and clear of any property use, personal property, rental and/or lease agreement encumbrances.
- 2.2 **PURCHASE PRICE.** The total consideration to be paid by Buyer to Seller for the Property shall be equal to the amount of Eight-Hundred Twenty-Two Thousand Five Hundred Dollars (\$822,500.00) ("**Purchase Price**"), plus other Closing Costs and proration ("**Buyer's Closing Costs**") at the Closing as defined in Section 2.7 of this Agreement.
- 2.3 **EARNEST MONEY DEPOSIT.** The Deposit shall be deposited by Buyer with the Escrow Company within five (5) business days after the delivery by Buyer to the Escrow Company of a fully executed Agreement. The Deposit shall be made to the Escrow Company. The Deposit shall be held in escrow by the Escrow Agent during the pendency of this Agreement and shall remain refundable to Buyer during the Investigation Period. Upon the expiration of the Investigation Period, the Deposit shall be non-refundable to Buyer, but it shall be applied against the total Purchase Price at Closing if Closing occurs.
- 2.4 **ESCROW.** The purchase of the Property shall be consummated through escrow. The Opening of Escrow is the date the Escrow Company receives the fully executed copy of this Agreement and the Deposit. Escrow Company shall notify the Parties of the opening date and the escrow number. Without limitation, this Agreement shall constitute escrow instructions to Escrow Company. The Escrow Agent is hereby authorized, directed and instructed to comply with the terms of this Agreement and other written instructions provided by the Parties. The Parties may execute, by mutual consent, such additional escrow instructions as appropriate or as reasonably necessary in effecting the Closing. Unless the Parties agree otherwise, in the event of a conflict between any escrow instructions and this Agreement, this Agreement shall control. The Escrow Agent shall not take any action contrary to this Agreement absent the express written direction of the Parties through their counsel or authorized representatives. Closing shall occur as provided in Section 2.7 of this Agreement.

2.5 **INVESTIGATION PERIOD.**

- A. The Buyer had seventy-five (75) calendar days from Seller's acceptance of the LOI to complete the Investigation Period. Buyer had full opportunity to conduct and did conduct its investigation of the Property during the Investigation Period. The Investigation Period ended on August 17, 2024, prior to opening escrow.
- B. Buyer, at Buyer's sole cost and expense without any expense to the Seller, had full opportunity to and did conduct such tests, surveys, analysis to confirm feasibility of Buyer's intended use of the Property.
- C. Seller shall not be responsible for any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. However, Buyer shall not be responsible for, or have any liability to the extent arising from: any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's agent or other third parties on the Property.
- D. Per the LOI, Seller furnished to Buyer, copies of any and all studies, reports, plans, surveys, inspections, permits, approvals, documents and other materials that are in Seller's possession relating to the Property, and any documents and materials that may be necessary or appropriate to complete Buyer's investigation and inspection, including any items identified in the LOI.

2.6 **TITLE.**

- A. **Delivery of Title Report & Title Commitment.** Escrow Agent shall deliver to Buyer as soon as practicable after Seller's execution of this Agreement a current title commitment on the Property leading to the issuance of an ALTA Policy of title insurance covering the Property, together with copies of all documents referred to in such title commitment (the title commitment and such supporting documents are referred to collectively as the "Title Report").
- B. **Review of Title Report.** Buyer shall have thirty (30) days to examine the Title Report and to specify to Seller those items in the Title Report that Buyer will accept as permitted exceptions to title ("**Permitted Exceptions**"), and those items that Buyer reasonably finds objectionable ("**Title Objections**"); provided, however, the Title Objections shall not include any exceptions set forth in **Exhibit C** to this Agreement (except the Deed of Trust recorded on January 31, 2019 in Book 20190131 as Instrument No. 00300, which is not a Permitted Exception and must be removed as a condition for Buyer to Close). If Buyer does not deliver to Seller a written notice specifying those items that are Permitted Exceptions and those items that are Title Objections within the stated periods, then all of the items reflected on the Title Report shall be considered to be Permitted Exceptions. Seller shall have no obligation to remove or otherwise take any action with respect to the Permitted Exceptions.

- C. **Deed of Trust.** The Deed of Trust recorded on January 31, 2019 in Book 20190131 as Instrument No. 00300 ("2019 Deed of Trust"), which is not a Permitted Exception must be removed as a condition for Buyer to Close. Upon Opening of Escrow, the Escrow Company/Agent shall obtain a current payoff amount for the 2019 Deed of Trust, to be approved by Seller, and the Parties agree the 2019 Deed of Trust shall be satisfied through the Purchase Price funds at or before closing. Upon satisfaction of the 2019 Deed of Trust, the Escrow Company/Agent shall record a reconveyance and satisfaction of the 2019 Deed of Trust and provide the same to Seller.
- D. **Title Objections.** If, in the reasonable judgment of Buyer, title is found to be defective, Buyer, within thirty (30) days as stated above, shall notify Seller in writing specifying the defect(s) and objection(s), and Seller shall notify Buyer within five (5) business days, in writing, of its intent to correct, or not correct and/or remove said Title Objections.
- E. **Uncorrected Title Objections.** If Seller does not cure such Title Objections to Buyer's satisfaction, Buyer shall have the option to: (1) terminate the escrow and all obligations under this Agreement by giving written notice of cancellation to Escrow Agent within the period specified above, in which event the Deposit shall be returned to Buyer without any further notice, signatures or approval by the Seller and/or Escrow Company, and all Parties shall be released of all further obligations under this Agreement; or (2) elect in writing to purchase the Property thereon subject to any Title Objections not so corrected or removed, which shall then be deemed Permitted Exceptions.
- F. **Title Insurance.** At Closing, the Seller will cause the Escrow Company to deliver to Buyer an Owner's Title Policy naming Buyer as the insured, with liability in the amount of the Purchase Price, insuring that Buyer owns fee simple title to the Property, and showing title to the Property vested in Buyer subject only to the Permitted Exceptions. Any endorsements Buyer elects to obtain shall be at Buyer's sole cost.
- G. **New Title Exception.** If any updated Title Report discloses a New Title Exception other than a Permitted Exception of which Buyer was aware of and was not caused by Buyer and that would appear as an exception on the Owner's Title Policy and have a materially adverse effect on the ownership of the Property after the Closing, then Buyer shall have the right to request Seller remove such New Title Exception prior to the Closing Date by issuing a New Title Exception Notice. In the event that Seller is unable or unwilling to remove any New Title Exception identified in a New Title Exception Notice on or before Closing, then Buyer may elect to either: (1) accept such New Title Exception and proceed with Closing, in which event such New Title Exception shall constitute a Permitted Exception; or (2) elect to terminate this Agreement, in which event this Agreement shall terminate and Buyer shall be entitled to a refund of the Deposit and the Extension Deposit (if applicable) as defined below in Section 2.7.

H. **Title Conveyance and Possession.**

- (i) Title to the Property shall be conveyed to Buyer at Closing by a Deed in the form as attached hereto as **Exhibit D**, duly executed, acknowledged and otherwise in proper form for recording (the "**Deed**").
- (ii) Actual possession of the Property shall be delivered to Buyer on the date of Closing by delivery of the Deed.

2.7 **CLOSING.**

- A. **Date and Place.** The Closing of the sale of the Property by Seller to Buyer with designated Escrow Company shall be on or before January 6, 2025.
- B. **Extension.** Unless otherwise agreed to by the parties in writing, Buyer shall have the one-time right and option to extend the Closing for a period of up to thirty (30) calendar days ("**Buyer's Closing Date Extension**") following the initial scheduled Closing exercisable by Buyer's delivery of notice of such extension given to Escrow Agent and Seller at least five (5) business days prior to the initial scheduled Closing. Unless otherwise agreed to by the parties in writing, Seller shall have the one-time right and option to extend the Closing for a period up to sixty (60) calendar days ("**Seller's Closing Date Extension**") following the initial scheduled Closing exercisable by Seller's delivery of notice of such extension given to Escrow Agent and Buyer at least five (5) business days prior to the initial scheduled Closing. Any further extension shall be through a mutually agreed amendment to this Agreement signed by both Parties.
- C. **Escrow Deposit.** Within five (5) business days of opening of escrow, Buyer shall make the Deposit in escrow. Upon such Deposit, Seller shall commence with the removal of the equipment and soil from the Property as provided in this Agreement.
- D. **Extension Deposit.** Buyer shall Deposit with Escrow Agent an additional Twenty-Five Thousand Dollars (\$25,000.00) for the Buyer's Closing Date Extension (the "**Extension Deposit**"), which shall be applied to the Purchase Price at Closing if Closing occurs. The balance of the total Purchase Price, reduced by the Deposit and the Extension Deposit (if applicable), shall be deposited by Buyer with Escrow Agent on or before the Closing.
- E. **Closing Costs.** Seller and Buyer agree to the following costs at the Closing:
 - (i) **Prorations.** All real estate taxes relating to the Property for the year of the Closing shall be prorated as of the date of the Closing between Seller and Buyer. If the amount of the taxes for that year are not known at the time of Closing, the prorations shall be based on an estimate of the taxes for the year of Closing, and when the tax information becomes available, Seller or Buyer may request reimbursement from the other Party for any excess amount charged to that Party at the Closing.

- (ii) Paid by Seller. Seller agrees to pay; the Owner's Standard Title Policy; any special improvement district (SID) and/or local improvement district (LID) balances in full (if applicable); the cost of preparing and recording any releases and other documents necessary to convey the Property in accordance with this Agreement; fifty percent (50%) of any other reasonable and customary escrow or closing fees charged by the Escrow Agent; Seller's attorney's fees; and any other similar closing costs customarily paid by a seller.
- (iii) Paid by Buyer. Buyer agrees to pay the cost of preparing the Deed; recording fee for the Deed; the Real Property Transfer Tax; the cost difference between the Standard Policy and ALTA Policy; full cost for any endorsements; and fifty percent (50%) of any other reasonable and customary escrow or closing fees charged by the Escrow Agent; Buyer's attorney's fees; and any other similar closing costs customarily paid by a buyer.
- (iv) Commissions. The Parties did not use real estate agents so no commissions will be paid through escrow.
- (v) Attorney Fees. At Closing, Seller's attorney fees for this matter shall be paid directly from escrow to Seller's attorney from the Purchase Price proceeds and made directly payable to the "Law Offices of Kermit L. Waters" without further approval/authorization of Seller. Seller's attorney shall separately provide Escrow Company with a statement of its attorney fees within five (5) business days prior to Closing.

F. Conditions to Closing.

- (i) Buyer's Conditions to Closing. Buyer's obligation to close this transaction is subject to the satisfaction (or Buyer's written waiver) of the following conditions ("**Buyer's Conditions to Closing**") on and as of the Closing, unless an earlier date is specified in this Agreement:
 - (a) Seller shall execute and deliver to Escrow Agent for recording a Deed in form and substance reasonably satisfactory to Buyer, fully executed and acknowledged by Seller, conveying the Property to Buyer;
 - (b) Seller's representations and warranties set forth in this Agreement are true, accurate and correct in all material respects on and as of the Closing;
 - (c) Seller shall have performed all of Seller's obligations and covenants set forth in this Agreement;
 - (d) Owner's Title Policy. Seller shall cause the Escrow Agent to issue and deliver to Buyer an Owner's Title Policy in the amount of the Purchase Price, insuring that Buyer is owner of the Property subject only to any Permitted Exceptions identified in **Exhibit C**;

- (e) Title Report. Exception 18 Deed of Trust listed in **Exhibit C** must be satisfied and removed at or prior to Closing;
 - (f) Seller shall remove all personal property, debris, and trash from the Property prior to Closing (excluding the chain link fencing, but Seller may remove and take any windscreens on the fencing);
 - (g) Seller shall provide proof to escrow that all civil infraction enforcement fees associated with the Civil Infraction Enforcement Fee issued by City of North Las Vegas under Case Number CE23-5507 have been paid in full, or otherwise satisfied/dismissed;
 - (h) Seller shall complete the scope of work for the removal of the contaminated soil as described in **Exhibit F** to this Agreement; and
 - (i) Any other express conditions set forth in this Agreement in Buyer's favor shall have been fully satisfied.
- (ii) Seller's Conditions to Closing. Seller's obligation to close this transaction is subject to the satisfaction (or Seller's written waiver) of the following conditions ("**Seller's Conditions to Closing**") on and as of the Closing, unless an earlier date is specified in this Agreement:
- (a) Buyer's representations and warranties set forth in this Agreement are true, accurate and correct in all material respects on and as of the Closing;
 - (b) Buyer has performed all of its obligations to be performed by Buyer on or before Closing;
 - (c) All other conditions set forth in this Agreement in Seller's favor shall have been satisfied, including without limitation, recording the reconveyance and satisfaction of the 2019 Deed of Trust once paid with a portion of the Purchase Price proceeds; and
 - (d) Buyer has agreed to accept responsibility for and undertake: 1) any removal of the septic tank on the Property; and 2) plugging or capping of the well on the Property. Said work shall occur after title to the Property transfers to the Buyer.
- (iii) Failure of Conditions. Subject to Provision 2.8 below, in the event any of the conditions set forth in this Agreement are neither waived nor fulfilled, the Party/Parties for whose benefit such condition is in favor of may terminate this Agreement, in which event if the Seller has not satisfied the Seller's conditions, the Deposit shall be returned to Buyer, subject to the remedies set forth in this Agreement if the failure of a condition is due to a breach of Seller or Buyer, as set forth in Section 2.11.

G. **Closing Documents.**

- (i) Action at Closing by Seller. On or before the Closing, Seller shall have provided to Escrow Agent certified resolutions and such other instruments as may be required by Escrow Agent, evidencing the authority of Seller to enter into and perform this Agreement and to perform Seller's obligations hereunder. On or before the Closing, Seller shall have provided to Escrow Agent an affidavit stating, under penalty of perjury, Seller's U.S. taxpayer identification number and that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code. Seller shall have also provided all such other documents and instruments as are contemplated hereunder or as may be reasonably required by Buyer or Escrow Agent, and necessary to consummate this transaction and to otherwise effectuate the agreements of the Parties and issue the Owner's Title Policy (including, without limitation, any required owner's affidavit) and such other payments as are contemplated hereunder.

- (ii) Action at Closing by Buyer. In accordance with Section 2.7(c), on or before the Closing, Buyer shall deliver or cause to be delivered to Escrow Agent (if not otherwise delivered prior thereto) all of the following, and with respect to any instruments or documents referred to below, all such items shall be dated on or before the Closing, fully executed and acknowledged (if applicable) by Buyer:
 - (a) All funds necessary to pay the total Purchase Price and all other funds necessary to pay any other amounts due under this Agreement at the Closing;
 - (b) A counterpart of the Declaration of Value (defined below); and
 - (c) Such other funds, instruments or documents as are reasonably necessary to fulfill the covenants and obligations to be performed by Buyer pursuant to this Agreement.

- (iii) Action at Closing by Escrow Agent. Upon Buyer's and Seller's compliance with the requirements above, Escrow Agent shall take all necessary action at the Closing to close the transaction contemplated by this Agreement, including, without limitation:
 - (a) Record the Deed together with a Declaration of Value as required by Nevada law (the "**Declaration of Value**");
 - (b) Disburse funds in accordance with this Agreement and any settlement statement approved in writing by Buyer and Seller at the Closing, which such approval shall not be unreasonably withheld or withheld contrary to the terms of this Agreement;
 - (c) Deliver originals or copies (as applicable) of all Closing documents to each of the Buyer and Seller; and

(d) Take such other actions as are reasonably necessary to comply with the obligations to be performed by Escrow Agent at the Closing pursuant to this Agreement, including without limitation, recording the reconveyance and satisfaction of the 2019 Deed of Trust once paid.

2.8 **CANCELLATION OF AGREEMENT.** If the Buyer cancels this Agreement in accordance with the terms contained herein, then Buyer will be entitled to a full refund of the Deposit and any Extension Deposit, and neither Party shall have any further obligation or liability hereunder. Neither Buyer nor Seller will be reimbursed for any out of pocket expenses or costs incurred as a result of such cancellation. Notwithstanding the prior sentences of this provision or any provision of this Agreement, if Buyer cancels this Agreement and Seller has substantially completed the personal property removal from the Property, which involves the relocation of a large amount of heavy equipment per Section 2.7(F)(i)(f) above, and/or the soil removal requested by the County per Section 2.7(F)(i)(h) above, Buyer shall pay Seller through escrow Two hundred Thousand Dollars (\$200,000.00) which includes the bid in the amount of One hundred Fifty Thousand Dollars (\$150,000.00) obtained by Buyer to complete the soil removal per Section 2.7(F)(i)(h) and Fifty Thousand Dollars (\$50,000.00) for the equipment removal.

2.9 **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer represents and warrants to Seller that the following are true, accurate and correct as of the Effective Date, and Buyer covenants to Seller that the following will be true, accurate and correct as of the Closing Date:

A. Buyer is a political subdivision of the State of Nevada. Buyer has full power, right and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly and properly authorized by the Board of County Commissioners action in accordance with applicable law.

2.10 **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Buyer that the following are true, accurate and correct as of the Effective Date, and Seller covenants to Buyer that the following will be true, accurate and correct as of the Closing Date:

A. Without waiving any provision in Article II above, to the best of Seller's knowledge and except as concluded in the Phase I and Phase II Environmental Site Assessment Reports obtained by the Buyer as part of its site investigation attached hereto and incorporated herein as **Exhibit E**, no actionable environmental conditions exist on the property beyond those described in **Exhibit E**. Until the Closing, Seller shall not use the Property for any purpose other than its current use, shall use the Property in accordance with all applicable laws, shall not knowingly permit or cause any material deterioration in the physical condition of the Property, and shall not release nor cause or permit any other party to release, any Hazardous Materials (defined herein) on the Property. Except as disclosed to Buyer in the Phase I and Phase II Reports, to the best of Seller's knowledge no Hazardous Materials are present on any portion of the Property, which may, under any applicable federal, state or local laws, rules or regulations, require remedial action.

- B. Other than identified herein, Seller represents and warrants that they have not received any written notice of any violations or claims arising from Hazardous Materials with regard to the Property, and no action or proceeding based on any such violation or claim is currently being asserted or pursued or, to Seller's knowledge, currently being threatened.
- C. Seller represents and warrants that at the Closing, the Property shall be delivered free and clear of any interest in the Property, including without limitation, liens, mortgages, leaseholds, contracts, agreements or transactions with any third party relating to the management, operation, maintenance, or repair of the Property, including contracts related to any cellular or other telecommunications facilities, and only subject to Permitted Title Exceptions.
- D. There are no oral or written leases, licenses, or other agreements allowing any third party any right to possess or use the Property, and Seller has no knowledge of any adverse possession or prescriptive easement claim with respect to the Property.
- E. Seller has no knowledge of any encroachments or easements affecting any part of the Property which are not disclosed in writing to Buyer.
- F. There is no pending litigation, arbitration, administrative proceeding, condemnation action or other legal or governmental action with respect to the use, ownership or possession of any part of the Property, nor does Seller have any knowledge that any such litigation, arbitration, proceeding or action is contemplated.
- G. Except for any item identified in **Exhibit E** or any other Hazardous Material which Buyer has had ample opportunity to investigate, Seller agrees to indemnify, defend, and hold Buyer harmless from any claims, losses, damages, costs, or expenses resulting from any inaccuracy in or breach of any representation or warranty made by Seller and/or identified as a Permitted Exception in the Title Report.
- H. Seller has the full power and authority to execute this Agreement. Each person signing this Agreement and any documents and instruments in connection herewith on behalf of Seller has full corporate power and authority to do so. All necessary corporate or partnership actions have been taken to duly authorize the execution and delivery of this Agreement and the documents and instruments contemplated by this Agreement and the performance by Seller of the covenants and obligations to be performed and carried out by it hereunder.
- I. To Seller's knowledge, Seller has delivered or made available to Buyer all files and documents relating to the Property in Seller's possession or control that could have a material effect on a reasonably prudent Buyer's decision whether to buy the Property.

- J. Seller shall not enter into any contract or agreement that would be binding upon Buyer or the Property from and after the Closing.
- K. The representations and warranties of Seller set forth in this Section 2.10 shall survive the Closing for a period of twelve (12) months after the Closing; provided, however, that same shall continue to survive to the extent any claim based upon any alleged breach thereof is asserted in writing within twelve (12) months after the Closing.
- L. Seller agrees that Seller shall cease marketing and developing the Property. Buyer shall not be responsible for any of the costs incurred by Seller for the marketing and development of the Property.

2.11 **DEFAULT AND LIQUIDATED DAMAGES.**

- A. **Buyer Default.** In the event of a default by Buyer, Seller shall have available to it any and all applicable remedies at law or equity, including an action to compel specific performance under the terms of this Agreement.
- B. **Seller Default.** In the event of a default by Seller, Buyer shall have available to it any and all applicable remedies at law or in equity, including an action to compel specific performance under the terms of this Agreement.

2.12 **DAMAGE.** Except as provided in Section 2.8 above, in the event of any material damage or other material loss to the Property prior to the Closing, by any means whatsoever (excluding any damage or loss caused by Buyer or any party acting on behalf of Buyer), including, but not limited to, damage by earthquake, fire, or release of or exposure to any Hazardous Materials, Buyer at its discretion may either (1) terminate this Agreement whereupon the Deposit shall be immediately returned to Buyer and this Agreement shall be cancelled; or (2) purchase the Property provided that Seller shall assign to Buyer at the Closing all monies to be paid by Seller's insurer in connection with the damage or loss, and all claims for monies payable from Seller's insurer in connection with the damage or loss. In the event of "waste" caused or knowingly permitted by Seller during the term of this Agreement, Buyer shall have all remedies available at law or in equity. All risk of loss with respect to the Property remains with Seller until the Closing.

As used herein, "material damage" and "material loss" are deemed to be any damage or destruction to the Property where the cost of repair or replacement is estimated to be more than One Hundred Thousand Dollars (\$100,000.00). In the event of any damage or other loss to the Property prior to the Closing that is not material, Buyer shall proceed to the Closing and the provisions of this Section in the preceding paragraph shall apply.

2.13 **CONDEMNATION.** Until Close of Escrow, Seller agrees to give Buyer written notice of any action or proceeding instituted or pending in eminent domain or for condemnation affecting any part of the Property promptly after Seller's receipt thereof. If prior to Closing all or a substantial portion (and, for the purposes of this Agreement, a "substantial portion" shall be deemed to include ten percent (10%) or more of the Property taken by condemnation or eminent domain proceeding or other transfer in lieu thereof (or in the event any notice of any of the foregoing shall be delivered), Seller and Buyer shall have

the right to terminate this Agreement by notice to the other Party within ten (10) business days after the receipt of notice of such proceedings. In which event the Deposit shall be returned to Buyer and neither Party shall have any further liability or obligation hereunder except for liabilities, rights and remedies which survive Closing or termination as provided in this Agreement. In the event of a partial taking of less than a substantial portion of the Property this Agreement shall continue in full force and effect, and Seller shall at Closing credit or assign to Buyer all of Seller's right, title and interest in the condemnation award and all other rights or claims arising out of or in connection with any such eminent domain or condemnation action or proceeding.

2.14 **MISCELLANEOUS.**

- A. **Assignment.** Buyer shall have right to assign this Agreement or any of Buyer's rights hereunder to any person or entity.
- B. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- C. **Confidentiality.** Any information provided by the Seller pursuant to this Agreement may be disclosed by the Buyer in order for Buyer to comply with Nevada law, including NRS Chapter 239. Although the Buyer will endeavor to limit the disclosure of any information listed by the Seller as confidential, the Buyer shall not be liable for any disclosure of any information related to this transaction. The Buyer is required to receive authorization from the BOCC for this acquisition via a public meeting in which the Purchase Price and other details in this Agreement have been or will be disclosed as an agenda item and may be heard and discussed at the public meeting.
- D. **Cooperation for 1031 Exchange.** Buyer and Escrow Company/Agent shall take reasonable action to cooperate with Seller for any 1031 Exchange as part of the sale of the Property to Buyer. It shall be Seller's sole responsibility to set up and take action to perfect any such 1031 Exchange.
- E. **Construction.** Both Parties hereto have had the opportunity to participate in the construction of this Agreement, and any ambiguities shall not be interpreted against either Party as being the constructing Party.
- F. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute but one instrument. Any such counterpart containing the original signature of a Party hereto and which is delivered into escrow via email transmission shall be deemed valid and binding.
- G. **Electronic/Email Execution and Delivery.** An email transmission of this Agreement may be executed by one or more Parties hereto, and an executed copy may be delivered by one or more Parties by email transmission pursuant to which the signature of or on behalf of such Party can be seen, and such execution and delivery shall be considered valid, binding, and effective for all purposes. At the

request of any Party, all Parties agree to execute an original of this Agreement as well as any email transmission or other reproduction hereof.

- H. **Entire Agreement; Amendments.** This Agreement is intended by the Parties to be the final integrated expression of their agreement with respect to the subject matter hereof and is intended as the complete and exclusive statement of the terms of agreement between the Parties. As such, this Agreement supersedes the LOI and any and all other prior understandings between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by both Parties hereto.
- I. **Further Assurances.** Prior to Closing, the Parties hereto shall execute, acknowledge and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Agreement.
- J. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Jurisdiction and venue for any action concerning this Agreement shall be solely and exclusively in State District Court in Clark County, Nevada.
- K. **Headings.** The headings in this Agreement are for convenience only and are not to be used to interpret the meaning of any portion of this Agreement.
- L. **Interpretation.** Words of any gender used in this Agreement shall be held and construed to include any gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar importance) are used with respect thereto. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.
- M. **Dispute over Agreement.** The Parties must use best efforts to cooperate and informally resolve any dispute between the Parties over this Agreement before proceeding to legal action.
- N. **Legal Fees and Costs.** Subject to the indemnities contained in this Agreement, should either Buyer or Seller employ an attorney or attorneys to enforce any of the terms and conditions hereof, or to protect any right, title, or interest created or evidenced hereby, the non-prevailing Party in any action pursued in courts of competent jurisdiction shall pay to the prevailing Party all reasonable costs, damages and expenses, including attorney's fees, expended or incurred by the prevailing Party.
- O. **No Partnership.** Nothing in this Agreement shall be deemed in any way to create between Buyer and Seller any relationship of partnership, joint venture, agency or association, and Buyer and Seller disclaim the existence thereof.

- P. **No Recordation.** Neither this Agreement nor any memorandum of this Agreement may be recorded or lodged for recording in any office of public record. Any attempt by either Party to affect such recording shall constitute a material default under this Agreement entitling the non-recording Party to all remedies provided for in Section 2.11 of this Agreement.
- Q. **No Third Party Beneficiaries.** This Agreement is intended for the exclusive benefit of Buyer and Seller and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public.
- R. **Notices.** Unless otherwise required by law, all notices required to be given hereunder shall be in writing and shall be conveyed by personal delivery (including by any messenger, courier service, overnight delivery service or email transmission with receipt verification), or the United States Postal Service by certified or registered mail, postage prepaid, with return receipt requested, as follows:

If to Seller:

The Andrade-Moreno Family Trust
4304 La Madre Way
N. Las Vegas, NV 89031

Michael A. Schneider
Law Offices of Kermitt Waters, Esq.
Owner's Legal Representative
704 South 9th Street
Las Vegas, Nevada 89101
(702) 733-8877
michael@kermittwaters.com

If to Buyer:

Clark County Department of Aviation
Attn: Lisa Meranto - Real Estate Manager
PO Box 11005
Las Vegas, Nevada 89111-1005
Telephone: (702) 261-5509
Email: lisam@lasairport.com

If to Escrow Agent:

First American Title Insurance Company
Attn: Anastasia Dion
8311 W. Sunset Road, Suite 100
Las Vegas, NV 89113
(702) 266-8980
adion@firstam.com

Notice given by personal delivery shall be deemed to have been given upon delivery to the appropriate address upon receipt thereof (or upon refusal of acceptance) or upon electronically confirmed email to the email addresses above, and notice given by U.S. mail shall be deemed to have been given three (3) business days after deposit in the U.S. mail. Each Party may designate from time

to time, another address in place of the address set forth above by notifying the other Parties in the same manner as provided in this paragraph. Any Party may change its address for notice by written notice given to the other Party at least five (5) calendar days before the effective date of such change in the manner provided in this Section.

- S. **Risk of Loss.** All risk of loss with respect to the Property remains with Seller until the Closing. The risk of loss with respect to the Property shall shift to Buyer as of the Closing.
- T. **Severability.** It is expressly understood and agreed by and between the Parties hereto that in the event any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement, and the remainder of this Agreement shall remain in full force and effect.
- U. **Survivability.** The terms and conditions of this Agreement regarding indemnification, confidentiality, warranties, payments, and all others that by their sense and context are intended to survive the expiration of this Agreement will survive.
- V. **Time is of the Essence.** Time is of the essence with respect to the performance of all terms, covenants, conditions and provisions of this Agreement. If the date for performance or provisions of this Agreement is a Saturday, Sunday or holiday, the date for performance shall be extended until the next business day. As used in this Agreement, the term "business day" means any Monday through Friday that is not a Nevada State or federal holiday.
- W. **Unavoidable Delays.** A delay in the completion of any obligation under this Agreement as a result of an unavoidable delay means any delay beyond the reasonable control of the Party seeking to be excused as a result thereof which are the direct result of strikes, other labor troubles, prolonged adverse weather or acts of God, acts of terrorism, fire or other casualty to the Property, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the Buyer in exercising its rights under this Agreement) which directly result in delays ("Unavoidable Delay"). Any Unavoidable Delay shall extend the deadline for completion of such obligation for the period of the Unavoidable Delay, provided that (a) if the Party seeking to rely upon such provisions shall fail to give notice to the other Party of such Unavoidable Delay and the cause or causes thereof, to the extent known, within two (2) business days after obtaining knowledge of the beginning of the delay, the period of any Unavoidable Delay shall be reduced for the period of time prior to the delivery of such notice, (b) the period of any Unavoidable Delay shall also be reduced by any portion of such delay resulting from the failure of the Party claiming the Unavoidable Delay to act diligently and in good faith to avoid foreseeable delays in performance, and to remove the cause of the delay or to develop a reasonable alternative means of performance, and (c) the total extension for all Unavoidable Delays shall not exceed thirty (30) calendar days.

- X. **Waiver.** No waiver of default by either Party hereto of any of the terms, covenants or conditions in this Agreement to be performed, kept or observed will be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, conditions herein contained to be performed, kept and observed.
- Z. **Signatures.** By signing this Agreement, both Parties state herein that they have read and understand the entire Agreement and agree to proceed with the transaction of the above-described Property under the terms and conditions stated herein. The Parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. All email signatures are to be considered as originals.

[SIGNATURES ARE ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

BUYER:

CLARK COUNTY, NEVADA

By: _____
Rosemary A. Vassiliadis
Director of Aviation

SELLER:

**The Andrade Moreno Family Trust Etal
C/O Law Offices of Kermitt Waters**

By: _____
Company Representatives Name
Title (President/Owner)

Date: 9/4/24

APPROVED AS TO FORM:

**STEVEN B. WOLFSON
District Attorney**

By: _____
John P. Witucki
Senior Attorney

ESCROW AGENT ACCEPTANCE

Escrow Agent hereby: (1) acknowledges receipt of the Deposit, (2) has received originally executed counterparts or a fully executed original of the foregoing Agreement, (3) agrees to be bound and perform the terms thereof as such terms apply to Escrow Agent, (4) accepts the escrow created by the foregoing Agreement, and (5) confirms that the Opening of Escrow occurred on _____, 2024.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Anastasia Dion
Escrow Agent

EXHIBIT A

LEGAL DESCRIPTION

Parcel 139-17-301-011

Land referred to herein below is situated in the County of Clark, State of Nevada, and is described as follows:

Being a portion of the East half (E1/2) of the East half (E1/2) of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of Section 17, Township 20 South, Range 61 East, M.D.M., City of North Las Vegas, Clark County, Nevada and being more particularly described as follows:

Commencing at the Southeast corner of the East half (E1/2) of the East half (E1/2) of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section 17;

Thence along the Southerly line of the East half (E1/2) of the East half (E1/2) of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section 17, South 89°25'15" West, 30.01 feet to the Southwest corner of the lands described in the conveyance to the County of Clark for Road purposes by Deed recorded February 26, 1960 in [Book 233, as Document Number 189402](#), in the Clark County recorder's office, Nevada;

Thence continuing along the Southerly line of the East half (E1/2) of the East half (E1/2) of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section 17, South 89°25'15" West, 20.01 feet to the Southwest corner of the lands described in the Grant, Bargain, Sale Deed to the City of North Las Vegas, recorded October 28, 2009 as Instrument Number [200910280003144](#), in the Clark County recorder's office, Nevada, said point being the point of beginning;

Thence continuing along the Southerly line of the East half (E1/2) of the East half (E1/2) of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section 17, South 89°25'15" West, 280.93 feet to the Southwest corner of the East half (E1/2) of the East half (E1/2) of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section 17;

Thence departing said Southerly line and along the Westerly line of the East half (E1/2) of the East half (E1/2) of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section 17, North 02°10'35" West, 130.05 feet to a point;

Thence along a line parallel with the Southerly line of the East half (E1/2) of the East half (E1/2) of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section 17, North 89°25'15" East, 272.03 feet to the intersection with the Westerly line of the lands described in the Grant, Bargain, Sale Deed to the City of North Las Vegas, recorded October 28, 2009 as Instrument Number [200910280003144](#);

Thence along the Westerly line of said Grant, Bargain, Sale Deed for the following Three (3) Courses:

- 1) South 16°13'11" East, 34.12 feet;
- 2) Curving to the right along an arc having a radius of 20.00 feet, concave Westerly, through a central angle of 14°02'10", an arc length of 4.90 feet to a line parallel with and distant 50.00 feet Westerly of the East line of the East half (E1/2) of the East half (E1/2) of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section 17;
- 3) along said parallel line, South 02°11'01" East, 92.35 feet to the point of beginning.

Note: The above *metes and bounds* description appeared previously in that certain document recorded April 16, 2021 in [Book 20210416 as Instrument No. 01738](#) of official records.

EXHIBIT B

EXECUTED LETTER OF INTENT ("LOI")

[ATTACHED]



Department of Aviation
Rosemary A. Vassiliadis, Director
P.O. Box 11005
Las Vegas, NV, 89111-1005
(702) 261-5211
Fax (702) 597-9553

May 29, 2024

VIA EMAIL

micheal@kermittwaters.com

Michael A. Schneider, Esq.
Law Offices of Kermitt L. Waters
704 South Ninth Street
Las Vegas, Nevada 89101

RE: COUNTEROFFER TO PURCHASE ASSESSOR'S PARCEL NUMBER (APN) 139-17-301-011
(±0.84 AC)

Dear Mr. Schneider,

I am in receipt of your enclosed counter letter dated May 9, 2024 in which your client, The Andrade-Moreno Family Trust, et al., offered to sell its real property commonly known as APN 139-17-301-011 to the Clark County Department of Aviation under a voluntary acquisition ("Offer"). This letter represents the Department of Aviation's counteroffer ("Counteroffer") to your client's Offer.

PARTIES - Clark County Department of Aviation ("Buyer") and Andrade-Moreno Family Trust Etal ("Seller"). Each of the above is a "Party" and collectively referred to as "Parties."

SUBJECT PROPERTY - The property proposed to be acquired is described as APN 139-17-301-011, generally located on Simmons Street south of Citizen Avenue, and depicted on Exhibit "A" attached hereto (the subject "Property"). In addition to the real property, Buyer is also purchasing all of Seller's rights, title and interest in all of the fixtures, improvements, maps, reports, plans and other such material having to do with the Property, including all land use entitlements and allocations as may exist concerning the Property.

AMOUNT OF COUNTEROFFER - The full amount of compensation counteroffered for the Property is Eight Hundred, Twenty Two Thousand, Five Hundred Dollars and 00/100 (\$822,500.00). This will be an all-cash transaction with payment at the close of escrow.

BOARD AUTHORIZATION - This Counteroffer is subject to authorization by the Clark County Board of County Commissioners ("Board") for Buyer to sign the Purchase and Sale Agreement ("PSA") and acquire the Property. Following Seller's acceptance of this Counteroffer, Buyer will prepare the PSA and request such Board authorization. Board authorization to be obtained on or before August 6, 2024 provided Seller executes and delivers the PSA to Buyer by July 1, 2024. Buyer will sign the PSA upon receipt of Board authorization.



Clark County Board of Commissioners

Tick Segerblom, Chair • William McCurdy II, Vice Chair • James B. Gibson
Justin C. Jones • Marilyn Kirkpatrick • Ross Miller • Michael Naft

ESCROW - Escrow to be opened with First American Title, Escrow Officer Anastasia Dion. The opening of escrow shall commence within five (5) business days following receipt of Board authorization.

DEPOSIT - Buyer shall deposit Fifty Thousand and 00/100 Dollars (\$50,000.00) into an escrow account as the earnest money deposit ("EMD") to open escrow. The EMD shall be applied as a credit toward the purchase price of \$822,500.00. The EMD will be fully refundable to Buyer if Buyer cancels escrow prior to the expiration of the feasibility period.

TERMS OF COUNTEROFFER

- LEASES - The Property must be free and clear of all other property use, rental and/or lease agreement encumbrances as a condition for Buyer to close escrow.
- TITLE POLICY AND ENDORSEMENTS - Seller shall pay the full cost for a standard coverage title policy "Standard Policy." If Buyer elects to obtain any endorsements and/or an American Land Title Association Policy commonly known as the "ALTA Policy" and referred to as an extended coverage title policy, then Buyer shall be responsible for the difference in the cost between the ALTA Policy and a Standard Policy.
- ESCROW PRORATIONS - Special Improvement District and/or Local Improvement District ("SID/LID") balances, Homeowner Association ("HOA") dues, property taxes, all utilities, including but not limited to water, trash, and sewer fees, if any, will be prorated to close of escrow. Buyer agrees to pay the full cost of the real property transfer taxes. All other escrow and title fees will be split 50/50 between Buyer and Seller.
- RELOCATION BENEFITS - No relocation benefits are associated with this Counteroffer.
- REAL ESTATE COMMISSIONS - Buyer will not pay any real estate commissions or Seller's appraisal fees associated with this transaction.
- VOLUNTARY ACQUISITION - Seller understands and agrees that this is a voluntary acquisition.

FEASIBILITY PERIOD - Feasibility period includes the examination of the Property including conducting studies such as inspections and other analysis for the site. Seller authorizes Buyer and its representatives access to the Property during the feasibility period to conduct such studies with advanced notice. Seller agrees to furnish Buyer, within five (5) calendar days of signing this Counteroffer, copies of any and all leases, studies, reports, plans, soil reports, surveys, inspections, violations, permits, approvals, documents and other materials that are in Seller's possession relating to the Property, and any documents and materials that may be necessary or appropriate to complete Buyer's investigation and inspection that have not already been provided to Buyer. Buyer requires seventy-five (75) calendar days from Seller's acceptance of this Counteroffer for the feasibility period.

CLOSE OF ESCROW - The close of escrow will be on or before September 5, 2024.

POSSESSION - Possession to the Property will be given at the close of escrow, or sooner by mutual agreement. Seller will remove all personal property, debris, and trash from the Property prior to close of escrow.

CONFIDENTIALITY - Any information provided by Seller pursuant to this Counteroffer, including confidential information, may be disclosed by Buyer in order for Buyer to comply with Nevada law. Although Buyer will endeavor to limit the disclosure of any information listed by Seller as confidential, Buyer shall not be liable for any disclosure of any information related in any way to this Counteroffer. Additionally, before Buyer can execute the PSA, Buyer must receive authorization from the Board. Board authorization is conducted at a public meeting and the terms of this Counteroffer, including the purchase price, will be disclosed in an agenda item.

EXCLUSIVITY - If Seller accepts the terms and conditions of this Counteroffer, Seller understands and acknowledges that Buyer shall have and continue to incur significant expenses in connection with its investigation of the Property and its negotiation of a PSA with Seller. Commencing on the date Seller signs this Counteroffer and continuing through the close of escrow, or earlier termination of this Counteroffer, Seller shall not: (a) negotiate, discuss or otherwise communicate with any other parties with respect to the sale or other transfer of the Property, (b) solicit or encourage submission of any proposal or offer to acquire the Property, (c) furnish to any person or entity, other than Buyer, any information regarding the Property. If Seller receives any unsolicited offer or proposal to acquire, lease or otherwise transfer the Property, then Seller shall promptly notify Buyer and provide Buyer with a copy of any written material received by Seller related to said offer or proposal. Buyer shall not be responsible for any costs incurred by Seller for the marketing and development of the Property.

PREPARATION OF PSA - Buyer shall prepare the PSA upon mutual agreement of this Counteroffer. Buyer and Seller both shall proceed in good faith to finalize the PSA following acceptance of this Counteroffer. The terms in the PSA will supersede this Counteroffer. If the PSA is not mutually executed for any reason whatsoever or no reason at all, this Counteroffer shall expire and no Party shall have any further rights or duties hereunder. Additionally, the PSA will need to be executed by the Seller prior to Buyer requesting Board authorization. Buyer can only sign and fully execute the PSA upon receipt of Board authorization.

INTEGRATION AND MODIFICATION - This Counteroffer sets forth the entire understanding between the Parties as to the subject matter hereof and supersedes all prior and contemporaneous discussions, negotiations, and understandings (oral or written) with respect to such subject matter.

NON-BINDING - This Counteroffer does not and is not intended to contractually bind the Parties, and is only an expression of the basic conditions to be incorporated into a binding PSA. This Counteroffer does not require either Party to proceed to the completion of a binding PSA. The Parties shall not be contractually bound unless and until they enter into a formal, written PSA, which must be in form and content satisfactory to each Party and to

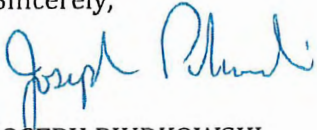
each Party's legal counsel, in their sole discretion. Neither Party may rely on this Counteroffer as creating any legal obligation of any kind. Notwithstanding the provisions of this paragraph to the contrary, Seller and Buyer agree that the paragraphs entitled Confidentiality and Exclusivity shall be binding, regardless of whether a binding PSA is entered into by the Parties.

ACCEPTANCE - Seller understands this Counteroffer is for a voluntary acquisition. Buyer will not acquire the Property if mutually acceptable terms cannot be reached. A space is provided on the following page for the acceptance of this Counteroffer. To accept this Counteroffer, Seller shall execute and return the original acceptance page. Acceptance of this Counteroffer must be received by 5:00 PM PDT on June 5, 2024.

EXPIRATION OF COUNTEROFFER - This Counteroffer shall constitute an open offer until 5:00 PM PDT on June 5, 2024. If Buyer does not receive the executed acceptance page by this date and time this Counteroffer shall automatically terminate.

If you have any questions or require additional information, please contact us.

Sincerely,



JOSEPH PIURKOWSKI
Airport Chief Financial Officer


cc: Scott Kichline
SundayLee Cabrera
Lisa Meranto
David Engel
Kim Ono

VOLUNTARY ACQUISITION OFFER ACCEPTANCE FOR APN 139-17-301-011

The undersigned accepts Clark County Department of Aviation's Counteroffer as written above, which reflects our mutual understanding and sets forth the basis for proceeding to negotiate a PSA.

Property Owners:

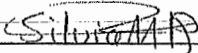
Printed Name: Efrain Carreon Andrade

Seller's Signature: 

Title: Co Trustee of the Andrade-Moreno Family Trust Etal

Date: June 3, 2024

Printed Name: Silvia Moreno Rosas

Seller's Signature: 

Title: Co Trustee of the Andrade-Moreno Family Trust Etal

Date: June 3, 2024

EXHIBIT "A"
139-17-301-011
±0.84 Acres



Law Offices of Kermitt L. Waters, Esq.
Kermitt L. Waters, Esq.
James Jack Leavitt, Esq.
Michael A. Schneider, Esq.
Autumn L. Waters, Esq.

May 9, 2024

VIA EMAIL: john.witucki@clarkcountynv.gov

Clark County District Attorney's Office
John P. Witucki, Deputy DA Civil
500 S. Grand Central Pkwy #5075
Las Vegas, NV 89155

Re: County Purchase of APN: 139-17-301-011 located at NW Simmons St. and Cartier St. Alignment ("Subject Property") and currently owned by The Andrade-Moreno Family Trust et al. ("Landowners")
(Offer of Compromise NRS 48.105)

Mr. Witucki:

I hope this letter finds you well. Thank you, for the counter-offer from the County dated April 30, 2024. All terms therein are acceptable, except for the purchase price. In that connection, the County's offer of \$740,000.00 which is based on the average of sales from 2022-2023 fails to recognize the market increases over the past two years. In an effort to resolve this matter quickly to meet the agreeable timelines in the County's counter-offer, the Landowners propose splitting the two offers, \$905,000.00 from the Landowners and \$740,000.00 from the County to reach a voluntary sale price of **\$822,500.00**. This equates to \$22.47 psf which is well within the range of the nearby sales provided by the Landowners in their February 6, 2024, offer letter, even before any adjustment to current value is applied.

Therefore, the Landowners are willing to sell the Subject Property to the County through a voluntary transaction under the terms stated in the County's April 30, 2024, Counteroffer for **\$822,500.00**. This offer is open until 5:00 PM PDT on May 15, 2024.

Please feel free to contact my office should you have any questions or wish to further discuss this matter.

Sincerely,

Law Offices of Kermitt L. Waters

/s/ Michael A. Schneider
Michael A. Schneider, Esq.

MAS/mv

EXHIBIT C

PERMITTED EXCEPTIONS

[ATTACHED]

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and that are not shown by the Public Records.
5. Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights or, claims or Title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

Exceptions 1-6 will be omitted on extended coverage policies

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
8. Water rights, claims or title to water, whether or not shown by the Public Records.
9. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
10. Any taxes that may be due as provided under NRS 361.4725.

11. Reservations and provisions as contained in the Patent from the State of Nevada, recorded November 8, 1951, in [Book 65, Page 367](#) of Official Records, as Instrument No. 377378.
12. Covenants, conditions, easements and restrictions in a Grant, Bargain, Sale Deed recorded March 1, 1961, in [Book 285 as Instrument No. 230678](#) of Official Records.
13. The terms, provisions and easement(s) contained in the document entitled "Agreement Relating to Exercise of Reserved Right-of-Way" recorded February 8, 1982 in [Book 1520 as Instrument No. 1479414](#) of Official Records.

The terms, covenants, conditions and provisions as contained in an instrument, entitled "Affidavit" recorded February 21, 1991 in [Book 910221 as Document No. 00063](#), Official Records.
14. An easement for to construct and install a water distribution pipeline and incidental purposes in the document recorded October 26, 1995 in [Book 951026 as Instrument No. 00904](#) of Official Records.
15. The effect of a map purporting to show the land and other property, filed in [File 133, Page 88](#) of Record of Surveys.
16. An easement for underground drainage and incidental purposes in the document recorded October 28, 2009 in [Book 20091028 as Instrument No. 03145](#) of Official Records.
17. The effect of a map purporting to show the land and other property, filed in [File 210, Page 52](#) of Record of Surveys.

~~18. A Deed of Trust to secure an original indebtedness of \$145,000.00 recorded January 31, 2019 in Book 20190131 as Instrument No. 00300 of Official Records.~~

~~Dated: January 18, 2019~~

~~Trustor: Efrain Carreon Andrade, a married man as his sole and separate property~~

~~Trustee: Chicago Title of Nevada, Inc., a Nevada Corporation~~

~~Beneficiary: William R. O'Donnell and Mary B. O'Donnell, Trustees of the O'Donnell Family Trust dated November 18, 1992~~

~~*Pursuant to Section 2.6.B of the Agreement, this is not a permitted exception and must be removed as a condition for Buyer to Close.~~

19. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
20. Rights of parties in possession.

EXHIBIT D

DEED

[ATTACHED]

Assessor's Parcel Number: 139-17-301-011

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO, AND
MAIL TAX STATEMENTS TO:

Clark County Department of Aviation
Business/Commercial Development
Attn: Real Estate Manager
P.O. Box 11005
Las Vegas, NV 89111

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That **Andrade-Moreno Family Trust Etal** ("Grantor"), for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to **County of Clark**, a political subdivision of the State of Nevada ("Grantee"), all that real property situated in the County of Clark, State of Nevada, described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or otherwise appertaining.

SUBJECT TO:

1. All taxes for the current fiscal tax year, not due or delinquent, and any and all taxes and assessments levied or assessed after the recording date hereof, which includes the lien of supplemental taxes, if any; and
2. All covenants, conditions, restrictions, encumbrances, reservations, rights, rights-of-way and easements affecting the use and occupancy of the Property as the same may now appear of record and all other matters of record.

[Signature and acknowledgment appear on the following page.]

IN WITNESS WHEREOF, this instrument has been executed as of the date set forth below to be effective as of this ____ day of _____, 2024.

GRANTOR

ANDRADE-MORENO FAMILY TRUST ETAL

By: _____

Printed Name:

Title: Owner

STATE OF _____

)ss

COUNTY OF _____

This instrument was acknowledged before me on _____, 2024 by _____ as _____ of _____.

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

Exhibit "A"
Legal Description

Parcel 139-17-301-011

Land referred to herein below is situated in the County of Clark, State of Nevada, and is described as follows:

Being a portion of the East half (E1/2) of the East half (E1/2) of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of Section 17, Township 20 South, Range 61 East, M.D.M., City of North Las Vegas, Clark County, Nevada and being more particularly described as follows:

Commencing at the Southeast corner of the East half (E1/2) of the East half (E1/2) of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section 17;

Thence along the Southerly line of the East half (E1/2) of the East half (E1/2) of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section 17, South 89°25'15" West, 30.01 feet to the Southwest corner of the lands described in the conveyance to the County of Clark for Road purposes by Deed recorded February 26, 1960 in [Book 233, as Document Number 189402](#), in the Clark County recorder's office, Nevada;

Thence continuing along the Southerly line of the East half (E1/2) of the East half (E1/2) of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section 17, South 89°25'15" West, 20.01 feet to the Southwest corner of the lands described in the Grant, Bargain, Sale Deed to the City of North Las Vegas, recorded October 28, 2009 as Instrument Number [200910280003144](#), in the Clark County recorder's office, Nevada, said point being the point of beginning;

Thence continuing along the Southerly line of the East half (E1/2) of the East half (E1/2) of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section 17, South 89°25'15" West, 280.93 feet to the Southwest corner of the East half (E1/2) of the East half (E1/2) of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section 17;

Thence departing said Southerly line and along the Westerly line of the East half (E1/2) of the East half (E1/2) of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section 17, North 02°10'35" West, 130.05 feet to a point;

Thence along a line parallel with the Southerly line of the East half (E1/2) of the East half (E1/2) of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section 17, North 89°25'15" East, 272.03 feet to the intersection with the Westerly line of the lands described in the Grant, Bargain, Sale Deed to the City of North Las Vegas, recorded October 28, 2009 as Instrument Number [200910280003144](#);

Thence along the Westerly line of said Grant, Bargain, Sale Deed for the following Three (3) Courses:

- 1) South 16°13'11" East, 34.12 feet;
- 2) Curving to the right along an arc having a radius of 20.00 feet, concave Westerly, through a central angle of 14°02'10", an arc length of 4.90 feet to a line parallel with and distant 50.00 feet Westerly of the East line of the East half (E1/2) of the East half (E1/2) of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section 17;
- 3) along said parallel line, South 02°11'01" East, 92.35 feet to the point of beginning.

Note: The above metes and bounds description appeared previously in that certain document recorded April 16, 2021 in [Book 20210416 as Instrument No. 01738](#) of official records.

EXHIBIT E

PHASE I & PHASE II REPORTS

[ATTACHED]



**PHASE I
ENVIRONMENTAL SITE ASSESSMENT**

APN 139-17-301-011
Simmons Street
North Las Vegas, NV 89032

Prepared For:

Clark County Department of Aviation
PO Box 11005
Las Vegas, Nevada 89111-1005

Prepared By:

Broadbent & Associates Inc.
8 West Pacific Ave.
Henderson, Nevada 89015
(702) 563-0600

June 28, 2024

Project No:

0.84-Acre Property

This report and its contents represent Privileged and Confidential Information. This document should not be duplicated or copied under any circumstances without the express permission of Clark County Department of Aviation its successors or assigns.

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General Information

Project Name	Project Number
CCDOA	24-01-114-501

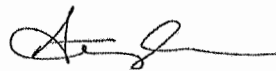
Subject Property
+/-0.84-Acre Property Simmons Street North Las Vegas, NV 89032 Clark County APN: 139-17-301-011

Consultant	Client
Broadbent & Associates, Inc. 8 West Pacific Ave Henderson, NV 89015 Phone: 702-563-0600 E-Mail Address: sholst@broadbentinc.com	Clark County Department of Aviation PO Box 11005 Las Vegas, Nevada 89111-1005 Atten: Lisa Meranto

Inspection Date	Report Date
June 27, 2024	June 28, 2024



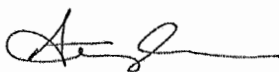
Christopher Peterson
Staff Geologist



Stephanie Holst, NV CEM-2070
Senior Scientist

Environmental Professional Certification

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 40 CFR Part 312. I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



Stephanie Holst, NV CEM-2070
Senior Scientist

Executive Summary

To assist Clark County Department of Aviation with its due diligence efforts, Broadbent & Associates, Inc. has conducted this Phase I Environmental Site Assessment (ESA) on real property located at Simmons Street, North Las Vegas, NV (Subject Property).

This ESA was conducted in conformance with the scope and limitations of ASTM Practice E1527-21: *Standard Practice for Environmental Site Assessments — Phase I Environmental Site Assessment Process*, and the United States Environmental Protection Agency (EPA) final rule contained within Code of Federal Regulations Volume 40 Part 312 — *Standards and Practices for All Appropriate Inquiries*. Exceptions to, or deletions from, this practice are described in Section 1 of this report. Use of the referenced ASTM Process is intended to satisfy requirements for conducting "all appropriate inquiries" (AAI) under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

The following discussion provides a summary of the findings of this Phase I ESA.

Site Description and Use:

The Subject Property is +/- 0.84 acres and is comprised of Clark County Assessor Parcel Number 139-17-301-011. The Subject Property is currently developed with a fenced, partially paved yard which is used for storage for vehicles, construction-grade machinery, auto-parts, and drums and totes containing various petroleum products. Automotive and heavy machinery repair is performed onsite and used oil is collected in drums and transported offsite for disposal. Fueling of heavy equipment was previously performed onsite and empty fuel ASTs remain onsite. A septic tank is located on the southwestern corner and a domestic water well is located on the north side of the Subject Property. The water well is not operational.

Site Reconnaissance:

The site reconnaissance of the Subject Property was performed on June 27, 2024 by Stephanie Holst and Christopher Peterson with Broadbent.

Historical Information:

In 1963, a domestic water well was installed on the Subject Property. By the mid 1970s, a well house was visible onsite. In the mid 1990s, a small garage was constructed near the center of the site. By 2010, the garage was razed, and the Subject Property appeared to be utilized as a storage yard. From 2015 to 2019, the Subject Property appeared to be cleared of all storage, and was vacant. In 2020, the Subject Property was developed with the current storage yard.

Records Review:

Select federal and state environmental regulatory databases as well as responses from state and local regulatory agencies were reviewed.

- The Subject Property was not listed on any of the state, federal, or other ascertainable environmental records researched.
- Three corrective action sites were identified within a 1-mile radius of the Subject Property that had reported releases of hazardous materials to the environment. However, review of these sites indicated a low probability of contamination migration onto the Subject Property based on regulatory status, distances, and/or topographic location of the sites in relation to the Subject Property.
- An AST facility was identified approximately 600 feet crossgradient of the Subject Property. Based on the topographic location of this facility, and since there have been no reported releases, this site does not constitute a REC in connection with the Subject Property.

Conclusions & Recommendations:

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-21 of the +/-0.84-acre site at Simmons Street in North Las Vegas, NV, the Subject Property. Any exceptions to, or deletions from, this practice is described in Section 1.4 of this report.

This assessment has revealed the following recognized environmental conditions in connection with the Subject Property:

- The Subject Property has been utilized for heavy equipment fueling, automotive and heavy equipment maintenance, and the storage of various petroleum products periodically since the mid 1990s.

Based on observations made during the site reconnaissance, including heavy surface staining, deteriorating asphalt surfaces, and general housekeeping, Broadbent recommends additional investigation of the Subject Property.

1.0 Introduction

To assist Clark County Department of Aviation with its due diligence efforts relative to the site located at Simmons Street in North Las Vegas, NV (Subject Property), Broadbent & Associates, Inc. (Broadbent) conducted an All Appropriate Inquiry Phase I Environmental Site Assessment (ESA) consistent with the ASTM International Standard E1527-21: *Standard Practice for Environmental Site Assessments — Phase I Environmental Site Assessment Process*, and the United States Environmental Protection Agency (EPA) final rule contained within Code of Federal Regulations (CFR) Volume 40 Part 312 — *Standards and Practices for All Appropriate Inquiries (AAI)*.

1.1 Purpose

The purpose of this Phase I ESA is to investigate and identify recognized environmental conditions (RECs) and controlled recognized environmental conditions (CRECs) in connection with the Subject Property.

A REC is defined by ASTM International as:

"(1) the presence of *hazardous substances or petroleum products* in, on, or at the subject property due to a *release* to the environment; (2) the likely presence of *hazardous substances or petroleum products* in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of *hazardous substances or petroleum products* in, on, or at the *subject property* under conditions that pose a *material threat* of a future *release* to the *environment*."

A CREC is defined by ASTM International as:

"*REC* affecting the *subject property* that has been addressed to the satisfaction of the applicable regulatory authority or authorities with *hazardous substances or petroleum products* allowed to remain in place subject to implementation of required controls."

A HREC is defined by ASTM International as:

"A previous release of *hazardous substances or petroleum products* affecting the *subject property* that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the *subject property* to any controls (for example, activity and use limitations or other property use limitations). A HREC is not a REC."

A *De Minimis* Condition is defined by ASTM International as:

“A condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. A condition determined to be a *de minimis condition* is not a REC nor a CREC.”

1.2 Scope of Work

The Phase I ESA conducted at the Subject Property was in general accordance with ASTM Standard E 1527-21 and included the following:

- Prepared a general site description,
- Reviewed User-provided information,
- Conducted a site reconnaissance,
- Reviewed historical resources such as: property records, topographic maps, aerial photographs, fire insurance maps, and city directory listings,
- Reviewed readily ascertainable environmental records,
- Review of previous environmental site assessments, if made available,
- Conducted interviews,
- Identified data gaps (if present), and
- Prepared this ESA report summarizing assessment results.

1.3 Significant Assumptions

Conclusions stated in this report are based upon observations made by employees of Broadbent and also upon information provided by others. It is assumed that these observations and information are accurate. However, Broadbent cannot be held responsible for the accuracy of the information provided by others. The scope of this ESA does not purport to encompass every report, record, or other form of documentation relevant to the Subject Property being evaluated.

1.4 Deviations

There were no deviations from the ASTM International standards.

1.5 Special Terms and Conditions

Observations contained within this assessment are based upon Subject Property conditions readily visible and present at the time of the site reconnaissance. These Subject Property observations are unable to specifically identify conditions of potential mold, asbestos containing building materials,

subsurface soil, groundwater, vapor, or underground storage tanks, unless specifically mentioned. This ESA does not attempt to address the unidentified past or forecast future Subject Property conditions.

1.6 Reliance

The enclosed ESA has been conducted for the exclusive use of Clark County Department of Aviation and may not be reproduced, distributed, or relied upon by others without the prior written authorization of Clark County Department of Aviation and Broadbent. A Reliance Letter can be prepared for additional use upon request by Clark County Department of Aviation.

2.0 Site Description

This section describes the Subject Property with its location and legal description, general vicinity characteristics, current uses, description of on-site improvements, and current uses of adjoining properties.

2.1 Location and Legal Description

The Subject Property is located within the incorporated limits of North Las Vegas, NV. There is no physical address associated with the Subject Property. The Subject Property consists of one parcel assigned Clark County Assessor's Parcel Number 139-17-301-011. A copy of the Clark County Assessor's Parcel Map for the Subject Property is provided in Appendix A.

Approximate latitude and longitude coordinates for the center of the Subject Property are 36.20670863° North, -115.17963698° West NAD83. The Subject Property is located within the northeast quarter of the southwest quarter of Section 17, Township 20 South, Range 61 East, relative to the Mt. Diablo Baseline and Meridian. The Subject Property is covered by the United States Geological Survey (USGS) Las Vegas NW, NV 7.5-minute quadrangle topographic map. A Subject Property Location Map is provided as Figure 1.

2.2 Current Uses of the Site

According to the Clark County Assessor, the Subject Property is currently owned by Andrade-Moreno Family Trust ETAL and the Andrade Efrain Carreon TRS. The current occupants of the Subject Property are Robert Earl Ford and his company "& E Excavation LLC" as observed during the site reconnaissance on June 27, 2024.

The Subject Property is currently developed with a fenced, partially paved yard which is used for storage for vehicles, construction-grade machinery, auto parts, and drums and totes containing various petroleum products. Automotive and heavy machinery repair is performed onsite and used oil is collected in drums and transported offsite for disposal. Fueling of heavy equipment was previously performed onsite and empty fuel ASTs remain onsite. A septic tank is located on the southwestern corner and a domestic water well is located on the north side of the Subject Property. According to Mr. Ford, the well pump equipment was stolen a number of years ago and the water well is not operational.

The site visit revealed that the Subject Property has several RECs due to the soil/pavement stainings, storage tanks, and chemical runoff.

2.3 Description of Structures, Roads, and Other Improvements

The Subject Property is currently developed with a fenced, paved storage yard. Improvements on the Subject Property include a small well house enclosing a domestic water well, a restroom trailer and septic tank. The restroom is supplied with water via a portable water-buffalo tank. There is a City of North Las Vegas easement on the east side of the Subject Property and a storm drain was installed in this area approximately 10 to 20 years prior.

A recent aerial photograph of the Subject Property depicting pertinent features is provided as Figure 2. General Subject Property features and services are tabulated below.

Size of Property (approximate)	+/-0.84
General Topography of Property	Generally flat.
Adjoining and/or Access/Egress Roads	North Simmons Street.
Paved or Concrete Areas (including parking)	The Subject Property is paved, with the exception of the far east end (City of N. Las Vegas easement). The majority of the pavement on the site is covered with soil and type II rock.
Unimproved Areas	The Subject Property is generally unimproved with the exception of a septic tank and water well.
Landscaped Areas	None.
Surface Water	None.
Potable Water Source	City of North Las Vegas
Sanitary Sewer Utility	City of North Las Vegas
Storm Sewer Utility	City of North Las Vegas
Electrical Utility	NV Energy
Natural Gas Utility	Southwest Gas

2.4 Current Uses of Adjoining Properties

Adjoining properties are used for various purposes. Uses of adjoining properties as observed by Broadbent personnel during the site reconnaissance performed on June 27, 2024 are tabulated below.

No RECs, CRECs, and/or HRECs were identified relative to the Subject Property based on review of current uses of adjoining properties.

Direction	Address	Use & Occupant	Comments
North	N/A	County of Clark (Aviation) - City of North Las Vegas Airport	No concerns.
South	N/A	County of Clark (Aviation) - City of North Las Vegas Airport	No concerns.
West	N/A	County of Clark (Aviation) - City of North Las Vegas Airport	No concerns.
East	N/A	Columbia Nevada Carey Industrial LLC	A large warehouse complex under construction

3.0 User Provided Information

The purpose of this section is to detail User-provided information used to help identify the possibility of RECs in connection with the Subject Property. A User Questionnaire was provided to the User to assist them in compiling pertinent information. A copy of the completed questionnaire is included in Appendix B. User-provided information is summarized below.

3.1 Title Records, Environmental Liens or Activity and Use Limitations

Reasonably ascertainable recorded land title records should be checked by the User to identify environmental liens or activity and use limitations, if currently recorded against the Subject Property. Environmental liens or activity and use limitations so identified are supposed to be reported to the Environmental Professional conducting the ESA.

No evidence of environmental liens or activity and/or use limitations was discovered or brought to the attention of Broadbent by the User.

3.2 Specialized Knowledge

No written or verbal communication with the User, Subject Property owner, manager or tenants revealed information which suggested that there are RECs associated with the Subject Property.

3.3 Valuation Reduction for Environmental Issues

In a transaction involving the purchase of a parcel of real estate, if a User has actual knowledge that the purchase price of the Subject Property is significantly less than the purchase price of comparable properties, the User should try to identify an explanation for the lower price and to make a written record of such explanation. The client provided a questionnaire in which they stated they were not aware of any valuation reductions for environmental issues.

No RECs, CRECs, and/or HRECs were identified relative to the Subject Property based on review of information relative to valuation reduction for environmental issues.

3.4 Reason for Conducting Phase I

The purpose of this Phase I ESA was to identify existing or potential RECs, CRECs, and/or HRECs (as defined by ASTM Standard E1527-21) in connection with the Subject Property, and it is assumed to also be to qualify the User for Landowner Liability Protection (LLP) relative to potential CERCLA liability.

3.5 Reasonably Ascertainable Information

The User did not indicate they were aware of commonly known or reasonably ascertainable information about the Subject Property that would help the environmental professional to identify conditions indicative of releases or threatened releases. The User did not provide Broadbent with information regarding the past uses of the Subject Property, specific chemicals that are present or once present onsite, knowledge of spills or other chemical releases, or environmental cleanups at the Subject Property.

The User stated that, to its knowledge, the Subject Property has been used for storage purposes, but the User did not provide information that there were indications of contamination on the Subject Property.

3.6 Other Documents

The User did not provide Broadbent with any of the environmental documents listed in Section 10.8.1 of ASTM E1527-21.

The User did not disclose any knowledge of proceedings involving the Subject Property including:

1. Any pending, threatened, or past litigation relevant to the hazardous substances or petroleum products in, on, at, or from the Subject Property;
2. Any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, at, or from the Subject Property;
3. Any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products.

4.0 Site Reconnaissance

Stephanie Holst and Chris Peterson with Broadbent, conducted a site reconnaissance of the Subject Property on June 27, 2024, as discussed below. Weather conditions at the time of the site reconnaissance were sunny and hot. The Subject Property's perimeter was fenced. Mr. Robert Ford, the current occupant of the Subject Property, accompanied Broadbent personnel for the duration of the site visit.

The Subject Property was accessed via a driveway entrance from Simmons Street. The site reconnaissance consisted of walking the perimeter of the Subject Property, conducting a visual survey of the exterior areas, and the interior of storage trailers, a trailer restroom, and a domestic well house. According to Mr. Ford, the Subject Property had a small garage in the center constructed in the mid 1990's that was demolished around 2009.

Inaccessible areas of the Subject Property, such as beneath vehicles or in areas of dense vegetation, were not observed. Adjoining properties were visually assessed from the Subject Property boundaries. Adjoining property information is discussed in Section 2.4. The inability to complete a thorough visual inspection of these areas does not represent a significant data gap.

Photographs of the Subject Property and vicinity taken during the site reconnaissance are provided within Appendix C.

4.1 Hazardous Substances

Diesel, used oil, and slurry were observed in connection with current identified uses were observed within the boundaries of the Subject Property during the site reconnaissance. Hazardous substances and petroleum products were not observed on properties adjoining the Subject Property when observed from the Subject Property or publicly accessible areas.

Based on general housekeeping, heavy surface staining, and the performance of fueling and auto repair onsite, the petroleum products and hazardous substances present onsite present a REC to the Subject Property.

4.2 Storage Tanks

Various above-ground storage tanks (ASTs) were observed on the Subject Property. In general, a majority of the ASTs were empty. However, a few were used to store used oil, remnant diesel fuel, and slurry. According to Mr. Ford, fueling of heavy equipment was previously conducted onsite. The diesel fuel AST was stored onsite inside a locked storage container for security. The fuel AST was observed

during the site walk and Mr. Ford indicated it was currently empty. He stated that all fueling is now performed offsite due to the high price of diesel.

No evidence of existing or historic vent pipes, fill pipes, or access ways indicating USTs were observed within the boundaries of the Subject Property during the site reconnaissance or records review. No evidence of storage tanks was observed on properties adjoining the Subject Property when observed from the Subject Property or publicly-accessible areas.

Based on general housekeeping, heavy surface staining, and the performance of fueling and auto repair onsite, the petroleum products and hazardous substances present onsite present a REC to the Subject Property.

4.3 Drums, Totes, and Intermediate Containers

Drums, totes, or intermediate bulk containers containing diesel, used oil, and slurry were observed within the boundaries of the Subject Property during the site reconnaissance.

Based on general housekeeping, heavy surface staining, and the performance of fueling and auto repair onsite, the petroleum products and hazardous substances present onsite present a REC to the Subject Property.

4.4 Polychlorinated Biphenyls

Polychlorinated biphenyls (PCBs) are a class of stable compounds that are toxic to the liver and are linked to cancer. The US Environmental Protection Agency (EPA) considers PCBs a Priority Pollutant under the Clean Water Act. The maximum contaminant level of PCBs allowed in drinking water is 0.5 parts per billion (ppb). Due to PCBs' toxicity and classification as a persistent organic pollutant, the United States prohibited the manufacture of PCBs after July 1, 1979 in the Toxic Substances Control Act (TSCA) of 1976. Until then, PCBs were widely used as coolant and dielectric insulating fluids for oil-filled electrical transformers and capacitors (such as those used in ballasts of old fluorescent and high-intensity discharge lights). PCBs were also used as plasticizers in paints and cements, stabilizing additives in flexible polyvinyl chloride (PVC) coatings of electrical wiring and electronic components, pesticide extenders, cutting oils, reactive flame retardants, lubricating oils, vacuum pump fluids, hydraulic fluids, and sealants for caulking in schools and commercial buildings.

Although manufacture was prohibited after 1979, PCBs already in commerce continued to be allowed in "totally enclosed uses" such as transformers and capacitors. Due to their extended working life, some oil-filled electrical equipment may still contain PCBs. The US EPA considers a product to be "PCB-Contaminated" if the oil contains between 50-500 parts per million (ppm), and to be a PCB product if more than 500 ppm. After July 1, 1979 and through 1998, the US EPA required new oil-filled electrical equipment to be marked "No PCBs." If an item is not so labeled, and no information is available as to

the date of manufacture, an item might be assumed to contain PCBs until proven otherwise. PCB content may or may not be a matter of record with equipment or transformers belonging to a utility company.

No verifiable RECs, CRECs, and/or HRECs associated with PCBs were observed or known to be present on the Subject Property at the time of the site reconnaissance.

4.5 Odors, Pools of Liquid

No pools of liquids and/or standing surface water were observed within the boundaries of the Subject Property during the site reconnaissance. No strong, pungent, or noxious odors were noted during the site reconnaissance. No odors, pools of liquid, or standing surface water were observed on properties adjoining the Subject Property when observed from the Subject Property or publicly-accessible areas.

As such, no RECs associated with potential odors, pools of liquid, or standing surface water were known to be present on the Subject Property at the time of the site reconnaissance.

4.6 Pits, Ponds, Lagoons

No pits, ponds, or lagoons were observed within the boundaries of the Subject Property during the site reconnaissance. No pits, ponds, or lagoons were observed on properties adjoining the Subject Property when observed from the Subject Property or publicly-accessible areas.

As such, no RECs from pits, ponds, or lagoons were known to be present on the Subject Property at the time of the reconnaissance.

4.7 Stained Soil/Pavement, Stressed Vegetation

Stained soil and pavement were observed throughout the Subject Property during the site reconnaissance.

No stained soil/pavement or stressed vegetation were observed on properties adjoining the Subject Property when observed from the Subject Property or publicly-accessible areas.

Based on general housekeeping, heavy surface staining, and the performance of fueling and auto repair onsite, the petroleum products and hazardous substances present onsite present a REC to the Subject Property.

4.8 Solid Waste

No evidence of solid waste disposal, or areas that were apparently graded or filled, suggesting solid waste disposal, was observed within the boundaries of the Subject Property during the Subject

Property reconnaissance. No evidence of solid waste disposal was observed on properties adjoining the Subject Property when observed from the Subject Property boundaries or publicly-accessible areas.

As such, no RECs from solid waste disposal were known to be present on the Subject Property at the time of the reconnaissance.

4.9 Wells, Wastewater, or Septic Systems

A domestic water well was observed on the north side of the Subject Property. According to information found on the Nevada Division of Water Resources (NDWR) website, the well was installed on the Subject Property in 1963 as a domestic well. According to Mr. Ford, the well has not been operational since the pump equipment was stolen from the site a number of years ago. The well was capped off, but has not been properly abandoned. A septic tank is located on the southwest side of the Subject Property and is currently in use.

No RECs from water, storm water, or wastewater were known to be present on the Subject Property at the time of the reconnaissance.

4.10 Heating and Cooling Systems

There are no heating or cooling systems on the Subject Property.

4.11 Interior Staining and Corrosion

There is one permanent structure on the Subject Property, a well house. No interior staining or corrosion was observed in the well house during the site reconnaissance.

4.12 Interior Drains and Sumps

There was a trailer-mounted restroom observed on the southwest portion of the Subject Property. The restroom also included a shower with a floor drain. The restroom was connected to a septic tank, which was supplied by a water-buffalo tank. No sumps were observed during the site reconnaissance.

5.0 Records Review

The purpose of a Records Review is to obtain and review records that will help identify RECs, CRECs, and/or HRECs in connection with the Subject Property. A discussion of each record source is provided below.

5.1 Physical Setting

Physical setting information for the Subject Property was obtained by a review of sources that included, but was not limited to, USGS topographic maps and a USDA soil survey report. Refer to Section 11 for a complete list of records reviewed.

5.1.1 Topography

The USGS, Las Vegas NW, NV Quadrangle 7.5-Minute series topographic map was reviewed for this ESA. The surface of the Subject Property slopes from approximately 2,133 feet to 2,129 feet above mean sea level from north to south. Topographic contour lines in the vicinity of the Subject Property indicate that surface water generally drains toward the south.

5.1.2 Surface Water Bodies

No settling ponds, lagoons, surface impoundments, wetlands or natural catch basins were observed on the Subject Property during this investigation.

In addition to the observations made during the site reconnaissance, the Nevada Division of Water Resources (NDWR) well log database was searched for records of wells on the Subject Property. The search identified Well Log 54167 located on the north center section of the Subject Property. This well was constructed in 1963 as a domestic well, and is not active. A copy of the well log is included in Appendix F. The well was observed during the site reconnaissance inside a small well house. The well appeared to be capped but has not been properly abandoned.

5.1.3 Geology and Hydrology

The Subject Property is underlain by silt with discrete layers of sand, clay, or gravel. Based on the soil survey published by the USDA Soil Conservation Service, the Subject Property encompasses one mapped soil unit: Glencarb, a very fine sandy loam. The hydrologic group is Class C, slow infiltration rates. The soil drainage class is Well Drained.

The average annual precipitation in Las Vegas between 1991 to 2020 was 4.18 inches based on data from the National Weather Service. Most of the precipitation probably does not infiltrate, however, as the potential evaporation exceeds precipitation by approximately 110 inches. Therefore, subsurface infiltration from precipitation is most likely quite low.

The Las Vegas Basin consists of three hydrostratigraphic units including the Las Vegas Aquitard, the Las Vegas Springs Aquifer, and the Duck Creek Aquifer. The Las Vegas Aquitard (shallow groundwater system) extends from land surface to varying depths, possibly exceeding 400 feet below land surface (BLS). The shallow groundwater system is not considered a source of potable water due to low permeability and poor water quality. The Las Vegas Springs Aquifer underlies the Las Vegas Aquitard and has an average thickness of 500 feet. The Las Vegas Springs Aquifer is a main production aquifer for domestic and municipal water production in the valley. The Duck Creek Aquifer underlies the Las Vegas Springs Aquifer and has varying thicknesses that generally exceed 700 feet. The Duck Creek Aquifer is utilized for some municipal production applications. The shallow groundwater system flow direction in the Las Vegas Valley is generally towards Las Vegas Wash. The groundwater flow direction in the vicinity of the Subject Property is assumed to be toward the south. Depth to groundwater is expected to be approximately 40 feet bls in the area near and beneath the Subject Property, according to water level measurements reported on the Nevada Division of Water Resources on-line Well Log Database.

5.2 Historical Record Sources

The following standard historical sources should be reviewed to meet the historical record sources review requirements of ASTM E1527-21: aerial photographs; fire insurance maps; local city directories; historic topographic maps. ASTM E1527-21 requires "All obvious uses of the subject property shall be identified from the present, back to the subject property's first developed use, or back to 1940, whichever is earlier." Other historical sources that may assist in determining past uses of the Subject Property include building department records, property tax files, zoning/land use records, or land title records. This task requires reviewing only as many of the standard historical sources as are necessary and that are reasonably ascertainable and likely to be useful.

5.2.1 Historical Topographic Maps

The following historical topographic maps were reviewed and described. Copies of the historical topographic maps are provided in Appendix D.

Date	Source	Property Observations	Surrounding Area Observations
1952	USGS 15 Minute/n Topographic Map	The Subject Property appeared to be vacant and undeveloped native desert.	The adjacent properties appeared to be vacant and undeveloped native desert.

Date	Source	Property Observations	Surrounding Area Observations
1967	USGS 7.5 Minute/n Topographic Map	The Subject Property appeared to have a road that ran east to west developed along the southern border.	The east and west adjacent properties appeared to have a road developed that ran east to west along the southern boundaries. The north and south adjacent properties appeared to remain unchanged from 1952.
1973	USGS 7.5 Minute/n Topographic Map	The Subject Property appeared to remain unchanged from 1967.	The adjacent properties appeared to remain unchanged from 1967.
1983	USGS 7.5 Minute/n Topographic Map	The Subject Property appeared to remain unchanged from 1967.	The adjacent properties appeared to remain unchanged from 1967.
1984	USGS 7.5 Minute/n Topographic Map	The Subject Property appeared to remain unchanged from 1967.	The adjacent properties appeared to remain unchanged from 1967.
2015	USGS 7.5 Minute/n Topographic Map	The Subject Property appeared to no longer have a road that ran east to west along the southern border.	The east adjacent property appeared to be developed with a major road that ran north to south. In addition, the east adjacent property appeared to no longer have a road that ran west to east along the southern boundary. The west adjacent property appeared to no longer have a road that ran west to east along the southern boundary. The north and south adjacent boundaries appeared to remain unchanged from 1967.
2021	USGS 7.5 Minute/n Topographic Map	The Subject Property appeared to remain unchanged from 2015.	The adjacent properties appeared to remain unchanged from 2015.

No RECs, CRECs, and/or HRECs were identified relative to the Subject Property based on review of the historical topographic maps.

5.2.2 Historical Aerial Photographs

The following historical aerial photographs were reviewed and described. Copies of the historical aerial photographs are provided in Appendix D.

Date	Source	Property Observations	Surrounding Area Observations
1950	United States Geological Survey	The Subject Property appeared to be vacant and undeveloped native desert.	The adjacent properties appeared to be vacant and undeveloped native land.
1965	United States Geological Survey	The Subject Property appeared to remain unchanged from 1950.	<p>The east adjacent property appeared to be developed with a dirt road that ran north to south.</p> <p>The north adjacent property appeared to be developed with a residential home with a large garage and a small shed.</p> <p>The south adjacent property appeared to have a dirt road developed that ran east to west.</p> <p>The west adjacent property appeared to remain unchanged from 1950.</p>
1973	Cartwright Aerial Surveys	The Subject Property appeared to remain unchanged from 1950.	The north adjacent property appeared to be vacant. The south, east and west adjacent property appeared to remain unchanged from 1965.
1983	United States Geological Survey	The Subject Property appeared to remain unchanged from 1950.	<p>The east adjacent property appeared to have a road that ran north to south become paved.</p> <p>The north, south and west adjacent properties appeared to remain unchanged from 1973.</p>
1994	United States Geological Survey	The Subject Property appeared to remain unchanged from 1950.	The adjacent properties appeared to remain unchanged from 1983.

Date	Source	Property Observations	Surrounding Area Observations
2006	United States Department of Agriculture	The Subject Property appeared to have a fence established along the perimeter.	<p>The west adjacent property appeared to have a paved road that was developed that ran west to east.</p> <p>The south adjacent property appeared to have various dirt roads developed.</p> <p>The east and north adjacent properties appeared to remain unchanged from 1983.</p>
2010	United States Department of Agriculture	The Subject Property appeared to be graded into a dirt lot and have various trailers and storage units placed.	The adjacent properties appeared to remain unchanged from 2006.
2013	United States Department of Agriculture	The Subject Property appeared to be paved, with the exception of the east quarter.	<p>The east adjacent property appeared to have an additional road that ran north to south developed.</p> <p>The north, south, and west adjacent properties appeared to remain unchanged from 2006.</p>
2015	United States Department of Agriculture	The Subject Property appeared to remain unchanged from 2013.	The adjacent properties appeared to remain unchanged from 2013.
2017	United States Department of Agriculture	The Subject Property appeared to be vacant again.	The adjacent properties appeared to remain unchanged from 2013.
2019	United States Department of Agriculture	The Subject Property appeared to remain unchanged from 2017.	The adjacent properties appeared to remain unchanged from 2013.
2023	Maxar Technologies	The Subject Property appeared to be paved again, and be used for storage again. The Subject Property appeared to be used as a junkyard for vehicles.	<p>The east adjacent property appeared to be under development east of the two roads that were developed earlier.</p> <p>The north and south adjacent properties appeared to have a fence developed that ran north to south on the eastern section.</p> <p>The west adjacent property appeared to have the previously mentioned paved road extended and widened.</p>

No environmental RECs, CRECs, and/or HRECs were identified relative to the Subject Property based on review of the historical aerial photographs.

5.2.3 Fire Insurance Maps

Fire insurance maps were initially produced by private companies (such as Sanborn, Perris, and the Fire Underwriters Inspection Bureau) for the insurance industry to provide information regarding the uses of properties at specified dates.

No fire insurance maps depicting the target Subject Property were identified. A copy of the Certified Sanborn Map Report indicating no coverage available is provided in Appendix D.

5.2.4 City Directories

City directories have been published for cities and towns across the US since the 1700s. Originally a list of residents, the city directory developed into a sophisticated tool for locating individuals and businesses in a particular urban or suburban area.

Twentieth-century directories are generally developed into three sections: a business index, a list of resident names and addresses, and a street index. With each address, the directory lists the name of the resident or, if a business is operated from this address, the name and type of business (if unclear from the name). While city directory coverage is comprehensive for major cities, it may be less comprehensive for rural areas and small towns.

Broadbent requested ERIS to provide a search of available historical city directories that might list the Subject Property. ERIS searched the Luskeys, Mullin Kille, Hill-Donnelly, and Digital Business Directory City Directories listings for the following years: 1957, 1961, 1966, 2000, 2003, 2008, 2012, 2016, 2020, 2022. However, since there is no physical address associated with the Subject Property, no listings were available. Additionally, no adjacent properties were listed in the directories. The ERIS City Directory Abstract is included in Appendix D.

No environmental RECs, CRECs, and/or HRECs were identified relative to the Subject Property based on review of the historical city directories.

5.3 Environmental Record Sources

Broadbent contracted ERIS to conduct a search of available state, federal, and other ascertainable environmental records. The area searched included the Subject Property and surrounding area within approximate minimum search distances from the Subject Property boundary, dependent on listing type, as defined by ASTM International. A complete listing of records searched is available in the ERIS Database Report provided in Appendix E. An abbreviated list of search results is provided in the table

below relative to records that identified a regulatory listing relevant to the Subject Property. A subsequent discussion is provided relative to identified potential concerns.

Database	Target Property	Search Distance (Miles)	< .12 mi	.125 - .25 mi	.25- .5 mi	.5- 1 mi	Total Plotted
RCRA SQG	0	.25	1	0	-	-	1
RCRA NON GEN	0	.25	1	0	-	-	1
SHWS	0	1	0	0	0	3	3
AST SERC	0	.25	1	0	-	-	1
TIER 2	0	.125	1	-	-	-	1

Subject Property Listings

The Subject Property was not identified in the regulatory database search.

Adjacent Property Listings

No adjacent properties were identified in the regulatory database search.

Other Surrounding Area Listings

One above-ground storage tank (AST) site was identified approximately 600 feet west-northwest of the Subject Property. The AST site, ATC/Vancom Inc, is located hydraulically crossgradient of the Subject Property. According to the AST database, there are several ASTs currently in use at the facility including: one 30,000-gallon diesel fuel AST, one 1,000-gallon antifreeze AST, one 7,000-gallon motor oil AST, one 540-pound tank containing acetylene, and one 1,000-pound tank containing oxygen. The original installation date of all the tanks is listed as 1989. No releases have been reported for this site. Therefore, this site was not determined to constitute a REC in connection with the Subject Property.

Three corrective action sites (designated "SHWS" in the Radius Map report) were identified within a one-mile radius of the Subject Property. Corrective action sites have had releases of hazardous materials that were reported to the NDEP BCA (define). According to the database listings, two sites have received regulatory closure from the NDEP, indicating the releases have been remediated to the satisfaction of the regulatory agency. One site, Texas Station Hotel & Casino has an ongoing remediation due to a confirmed event that took place on February 14, 2000. Based on distance and the topographical relationship of the active remediation listing and the two other listing locations relative to the Subject Property (greater than 500 feet), the reported releases were not determined to constitute RECs in connection with the Subject Property.

Other sites listed above in the table but not specifically discussed do not likely pose a significant environmental concern relative to the Subject Property. Some of these sites do not pose a significant concern due to their distance from or relative location to the Subject Property. Other sites may have been detected in one of the records searched above that are not indicative of a release, but rather simply indicate that the site/facility may possess chemicals of concern (e.g. RCRA LQG). In these cases, identifying a given site as one that poses an environmental concern relative to the Subject Property is not done based on the database listing alone.

5.4 Vapor Intrusion

Vapor intrusion occurs when chemicals volatilize and migrate from impacted soil and/or groundwater up into a building's interior space. Vapor intrusion can pose a potential health threat to the occupants of the building, especially to sensitive populations such as the elderly and children.

The historical usage of the Subject Property for fueling, automotive repair, and the significant surface staining observed onsite indicate operations may have resulted in petroleum-impacted soil on the Subject Property. Based on these observations, vapor intrusion may be a concern for the Subject Property.

Sites within the approximate minimum search distances of 1/3 of a mile for chemicals of concern (COC) and 1/10 of a mile for petroleum hydrocarbon COC were reviewed. Based on the regulatory status, the characteristics of the offsite suspect sources, and/or lack of documented groundwater plumes within the areas of concern, it is unlikely that the Subject Property has been impacted by vapor intrusion from surrounding sites.

5.5 Other Environmental Records

No previous environmental reports were identified or made available by the Client/User during this assessment.

6.0 Interviews

The following interviews were conducted in accordance with the requirements of ASTM E1527-21.

6.1 Interviews with Past and Present Owners and Occupants

Role	Title	Name	Company	Method	Comments
Occupant	Owner	Robert Earl Ford	& E Excavation LLC	In person interview	Mr. Ford stated that the City of North Las Vegas excavated the pavement on the east side of the Subject Property to install a storm water drainage system. He also stated that his excavation company (which installs pools) utilizes the Subject Property for storage of ASTs containing diesel fuel, used oil, and slurry in addition to heavy equipment. He indicated he previously fueled heavy equipment onsite but discontinued it a few years ago due to the high price of diesel fuel. He also stated that automotive and heavy equipment maintenance is routinely performed onsite. Furthermore, the Subject Property has a septic tank that is supplied with a water-buffalo tank. Mr. Ford stated that there is a well on the Subject Property, but it is not active due to the pump equipment being stolen from the site years ago. He stated that he capped the well as best he could.

6.2 Interviews with State and/or Local Government Officials

Southern Nevada Health District

An inquiry regarding inspections, complaints, spills or other potential environmental issues in connection with the Subject Property was submitted to the Southern Nevada Health District (SNHD). Generally, an inquiry regarding inspections, complaints, spills or other potential environmental issues in connection with the Subject Property will be submitted to the Southern Nevada Health District (SNHD). However, the SNHD uses street addresses to track files. Since there is no physical address associated with the Subject Property, no files were available.

Building Department Records

The Subject Property was developed with a small garage and a well-house in the past and currently a trailer restroom and the old well-house stand on the Subject Property. However, no building department records were located for the Subject Property.

Fire Department

The North Las Vegas Fire Department requires a written request form and \$80 payment in order to request information regarding any record of environmental spills, former USTs, fire code violations, and fire response incidents for the Subject Property. It is Broadbent's opinion that the North Las Vegas Fire Department records are not reasonably ascertainable as defined in ASTM Practice E1527-21 Section 3.2.72(2).

7.0 Data Gaps

A data failure is failure to achieve the historical research objectives of ASTM E1527-21. A data gap is the incompleteness in activities required in this practice.

The following data gaps occurred during conduct of this ESA: aerial photographs only go back to 1950 (not 1940 as recommended in the ASTM Standard), no city directory records were available, and the Fire Insurance map search returned no coverage of the Subject Property.

Based on the experience and good faith efforts of the environmental professionals responsible for conducting and reviewing this ESA, the above data gaps do not constitute a data failure and are not significant enough to affect identification of recognized environmental conditions on the Subject Property.

8.0 Findings and Opinions

Findings of the ESA have been discussed throughout the body of this report and are tabulated below.

Report Section	REC (Y/N)	CREC (Y/N)	HREC (Y/N)	De Minimis Conditions (Y/N)	Comments
2.0 Site Description	N	N	N	N	
3.0 User Provided Information	N	N	N	N	
4.0 Site Reconnaissance	Y	N	N	N	Soil and pavement stainings were observed on the Subject Property. In addition, diesel, used oil and slurry were held at the Subject Property in storage tanks throughout the Subject Property. Therefore, the likelihood of soil contamination is high.
5.0 Records Review	N	N	N	N	
6.0 Interviews	Y	N	N	N	Based on the comments Robert Ford made during his interview, it appeared likely that soil contamination was an issue. See Section 6.1 for further information.

9.0 Conclusion

Broadbent has conducted this ESA in conformance with the scope and limitations of ASTM Practice E1527-21 for the Subject Property located at Simmons Street, APN 139-17-301-011, North Las Vegas, NV. Exceptions to, or deviations from, this practice are described in Section 1.4 of this report.

This assessment has revealed the following recognized environmental conditions in connection with the Subject Property.

Significant soil and pavement staining was observed throughout the Subject Property, resulting from historical fueling and current automotive repair activities conducted onsite.

Based on these findings, Broadbent recommends further investigation of the Subject Property.

10.0 Limitations & Exceptions of Assessment

Broadbent prepared this report for the exclusive use of Clark County Department of Aviation. This ESA is based on review of the site description, User-provided information, readily ascertainable environmental records, and results of site reconnaissance and interviews. This ESA was conducted in accordance with generally accepted environmental practices and procedures, as of the date of the report. Reputable environmental professionals practicing in this or similar localities conducted the services employing a degree of care and skill ordinarily exercised under similar circumstances. Findings and conclusions were made using methodologies employed per ASTM International Practice E1527-21 described by ASTM International as representing good commercial and customary practice for conducting an ESA of a property for the purpose of identifying RECs. No other warranties are implied or expressed.

No environmental sampling and associated analyses were undertaken for this ESA report. It is possible that variations in conditions could exist beyond points explored in this investigation.

This report represents professional opinion and judgment, which are dependent upon information obtained during the performance of consulting services. Environmental conditions may exist at the Subject Property that cannot be identified. Conclusions are based, in part, on information supplied by others, the accuracy or sufficiency of which may not be independently reviewed. No investigation can be thorough enough to exclude the presence of hazardous materials at a given site; therefore, if no hazardous materials are identified during an assessment, such a finding should not be construed as a guarantee of the absence of such materials on a property, but rather the results of services conducted within project scope, cost, and other real limitations.

Opinions presented apply to conditions existing at the time services were conducted. Broadbent is unable to report on, or accurately predict events that may impact the Subject Property following performance of the described services, whether occurring naturally or caused by the actions of others. Broadbent assumes no responsibility for conditions it is not authorized to investigate or conditions not generally recognized as environmentally unacceptable at the time services are conducted. Broadbent is not responsible for change in applicable environmental standards, practices, laws, or regulations following performance of services.

11.0 References

American Society for Testing and Materials, 17 November 2021. Designation E1527-21: Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

Environmental Risk Information Services, 1.866.517.5204, info@erisinfo.com, erisinfo.com, June 18, 2024. Aerials provided: 1950, 1965, 1973, 1983, 1994, 2006, 2010, 2013, 2015, 2017, 2019, 2023

Environmental Risk Information Services, 1.866.517.5204, info@erisinfo.com, erisinfo.com, June 24, 2024. City Directory provided: 1957, 1961, 1966, 2000, 2003, 2008, 2012, 2016, 2020, 2022

Environmental Risk Information Services, 1.866.517.5204, info@erisinfo.com, erisinfo.com, June 18, 2024. ERIS Database Report #24061400672.

~~Environmental Risk Information Services, 1.866.517.5204, info@erisinfo.com, erisinfo.com, June 16, 2024. No Coverage, ERIS Fire Insurance Maps provided: No Coverage.~~

Environmental Risk Information Services, 1.866.517.5204, info@erisinfo.com, erisinfo.com, June 16, 2024. ERIS Topographic Maps provided: 1952, 1967, 1973, 1983, 1984, 2015, 2021.

**LIMITED PHASE II ENVIRONMENTAL
SITE ASSESSMENT REPORT
APN 139-17-301-011
SIMMONS STREET
NORTH LAS VEGAS, NEVADA**

Prepared for:

Clark County Department of Aviation
PO Box 11005
Las Vegas, Nevada 89032

Prepared by:

BROADBENT & ASSOCIATES, INC.
8 West Pacific Avenue
Henderson, Nevada 89015
(702) 563-0600

July 18, 2024

Project No. 24-01-114-701





BROADBENT

8 West Pacific Ave., Henderson, NV 89015

[T] 702-563-0600 [F] 702-563-0610

broadbentinc.com

Creating Solutions. Building Trust.

July 18, 2024

Project No. 24-01-114-701

Clark County Department of Aviation
PO Box 11005
Las Vegas, Nevada 89032

Attn: Ms. Lisa Meranto

Re: Limited Phase II Environmental Site Assessment Report, APN 139-17-301-011, Simmons Street,
North Las Vegas, Nevada

Dear Ms. Meranto:

Presented herein is Broadbent & Associates, Inc. (Broadbent) report entitled *Limited Phase II Environmental Site Assessment Report, APN 139-17-301-011, Simmons Street, North Las Vegas, Nevada*. Should you have questions or require additional information, please do not hesitate to contact us at (702) 563-0600.

Sincerely,
BROADBENT & ASSOCIATES, INC.

Stephanie Holst
Senior Scientist

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FIGURES

Figure 1: Site Map with Soil Boring and Sample Locations

APPENDICES

Appendix A: Field Notes and Key to USCS Symbols
Appendix B: Laboratory Reports and Chain-of-Custody Documentation

1.0 INTRODUCTION

Broadbent and Associates, Inc. (Broadbent) was contracted by Clark County Department of Aviation (CCDOA) to perform a limited Phase II Environmental Site Assessment (ESA) at the property comprised of Clark County Assessor's Parcel Number (APN) 139-17-301-011, located on Simmons Street in North Las Vegas, Nevada (Subject Property). ESA activities were performed in accordance with Broadbent's proposal dated June 28, 2024. The assessment was performed in response to Recognized Environmental Conditions (RECs) documented in a Broadbent Phase I ESA report for the Subject Property dated June 28, 2024 (Phase I Report). Figure 1, attached, depicts the general location of the Subject Property.

The following RECs were identified in the Phase I Report.

The Subject Property was found to have been utilized for heavy equipment fueling, automotive and heavy equipment maintenance, and the storage of various petroleum products periodically since the mid-1990s. Heavy surface staining, poor housekeeping, and deteriorating asphalt surfaces were observed onsite.

The ESA activities were performed to evaluate whether petroleum hydrocarbon contamination is present on the Subject Property and whether further characterization is warranted.

2.0 GROUND PENETRATING RADAR INVESTIGATION

Broadbent contracted GPRS to perform a noninvasive scan of the subsurface at the Subject Property to identify subsurface utility corridors that may prevent the performance of subsurface investigation activities. The ground penetrating radar investigation was performed on July 9, 2024. Several electrical lines were located by GPRS and boreholes were relocated to areas that would not impact subsurface utilities.

3.0 ENVIRONMENTAL SITE ASSESSMENT ACTIVITIES

Broadbent oversaw the advancement of four temporary soil borings to procure soil samples from various locations across the Subject Property and assess whether subsurface petroleum hydrocarbon contamination had resulted from historical activities onsite. Additionally, Broadbent collected ten surface soil samples from soil that had been deposited by the property owner above the asphalt onsite.

3.1 Borehole Advancement

On July 10, 2024, Cascade Drilling, LP, a licensed driller in the State of Nevada, advanced boreholes, designated "SB-1", "SB-2", "SB-3", and "SB-4", under the observation of a Broadbent representative. Hand tools and an air knife were used to clear underground utilities/structures to a depth of approximately 6.5 feet below land surface (bls) at each location in accordance with Broadbent safety

protocols for subsurface disturbance. Soil borings extending beyond a depth of 6.5 feet bls were advanced using hollow stem auger drilling technology. Prior to advancing the boreholes, the drill-stem and the down-hole tools were steam cleaned.

The boreholes were advanced to a terminal depth of 15 feet in each boring. Following the advancement of the boreholes and collection of samples, the boreholes were backfilled with drill cuttings and finished to match the surrounding grade. Figure 1, attached, depicts the location of the temporary soil borings advanced as part of the ESA.

3.2 Lithologic Conditions

During the advancement of the boreholes associated with the project, soil was described using the Unified Soil Classification System (USCS) by a Broadbent geologist. Lithologic logs describing the soils encountered during this ESA are attached in the field notes in Appendix A. A key to the USCS symbols and terms is also included in Appendix A.

3.3 Soil Sampling Procedures

A soil sample was collected from each air knife cleared boring at a depth of 5 feet using a hand auger sampling device. During drilling, soil samples were collected at 10 feet and 15 feet from each soil boring using an 18-inch long split spoon sampler lined with six-inch long brass sleeves. Prior to the collection of soil samples, down hole equipment was cleaned in a solution of Alconox, rinsed with distilled water, and then allowed to air dry.

Soil collected from each sampling interval was transferred to a glass jar, labeled, packed in a cooler with ice under chain-of-custody documentation, and delivered to Veritas Laboratories in Las Vegas, Nevada on July 10, 2024. Laboratory analysis included gasoline-range Total Petroleum Hydrocarbons (TPH-GRO), diesel-range TPH (TPH-DRO), and oil-range TPH (TPH-ORO) by EPA Method 8015B.

During drilling of the borings, each soil sample collected was screened for volatile organic compounds (VOCs) using a photoionization detector (PID). The PID was calibrated using a 100 part per million (ppm) isobutylene gas prior to the start of field activities. To perform the screening, a quart sized polyethylene bag was filled halfway with soil (visually estimated), sealed, and then kneaded allowing the contents of the bag to mix. A new polyethylene bag was used at each sample interval. The sample was then left undisturbed for approximately five minutes to equilibrate to ambient temperature, allowing the hydrocarbons present in the polyethylene bag to partition into the headspace above the soil in the bag. The tip of the PID was then inserted into an opened corner of the bag and the VOCs in the headspace were measured. The highest measurement collected over a 10 to 15 second time span was recorded. The recorded PID measurements are presented on the lithologic logs in Appendix A.

Additionally, Broadbent collected ten surface soil samples throughout the site from soil that had been deposited by the property owner above the asphalt. Surface samples were collected from areas with visible staining.

4.0 DATA EVALUATION

Soil Boring Samples:

- One sample demonstrated a concentration of TPH-ORO of 100 mg/Kg (SB-1@10'). TPH-ORO was not detected or was detected below the state action level in all other soil boring samples.
- TPH-DRO concentrations were not detected in any of the soil boring samples.
- TPH-GRO concentrations were not detected in any of the soil boring samples.

Surface Samples:

- Elevated concentrations of TPH-ORO were detected in the 8 of the 10 surface samples collected ranging from 1,400 mg/Kg to 27,000 mg/Kg.
- TPH-DRO concentrations were detected in 2 of the 10 surface samples collected at a concentration of 13,000 in each sample.
- TPH-GRO concentrations were not detected in any of the soil samples.

Table 1 summarizes soil sample analytical results. The laboratory report and chain-of-custody documentation are provided in Appendix B.

5.0 SUMMARY AND CONCLUSIONS

This limited ESA was performed to evaluate whether a petroleum hydrocarbon-impacted soil is present in the subsurface on the Subject Property, and whether further characterization is warranted. Four temporary soil borings were advanced on the Subject Property and three soil samples were collected from each borehole. TPH was not detected above the state action level in soil sampled from the soil borings. In addition, ten surface soil samples were collected throughout the site from soil deposited above the asphalt. Results of surface soil sample analysis indicated that most of the petroleum contamination was oil-range, with two samples exhibiting TPH concentrations in the diesel-range.

The petroleum contamination in surface soils on the Subject Property appears to be the result of leaking heavy equipment and auto maintenance. Broadbent recommends removal of oil- and diesel-impacted surface soils located above the asphalt. Based on the findings of this Limited Phase II ESA, additional characterization of petroleum-impacted soil onsite does not appear warranted.

6.0 CLOSURE

This report has been prepared for the exclusive use of CCDOA. The findings presented in this report are based upon the observations of our field personnel and points of investigation; results of a ground penetrating radar investigation performed by GPRS; and results of laboratory tests performed by Veritas Laboratories. Our services were performed in accordance with the generally accepted standard of practice at the time this report was written. No warranty, expressed or implied, is intended. It is possible that variations in the soil or groundwater conditions could exist beyond the points explored in this investigation. Also, changes in site conditions could occur at some time in the future due to variations in rainfall, temperature, regional water usage, or other factors.



Site Map with Soil Boring and Sample Locations
 APN 139-17-301-011
 Simmons Street
 North Las Vegas, Nevada
 Project No. 24-01-114-701



BROADBENT

Prepared by: SLH Date: 7/18/2024

LEGEND

- SB-1 Approximate location and identification of soil boring
- SS-1 Approximate location and identification of surface soil sample

TABLE 1
TPH Analytical Data
Simmons Street Phase II ESA

Sample Collection Date	Sample Identification	Sample Depth (feet)	TPH Concentration Gasoline Range (mg/Kg)	TPH Concentration Diesel Range (mg/Kg)	TPH Concentration Oil Range (mg/Kg)	Laboratory Calculated Total TPH Concentration (mg/Kg)
7/10/24	SB-1 @ 5'	5.0	<10	<20	68	68
7/10/24	SB-1 @ 10'	10.0	<10	<20	100	100
7/10/24	SB-1 @ 15'	15.0	<10	<20	<20	<10
7/10/24	SB-2 @ 5'	5.0	<10	<20	<20	<10
7/10/24	SB-2 @ 10'	10.0	<10	<20	<20	<10
7/10/24	SB-2 @ 15'	15.0	<10	<20	<20	<10
7/10/24	SB-3 @ 5'	5.0	<10	<20	<20	<10
7/10/24	SB-3 @ 10'	10.0	<10	<20	36	36
7/10/24	SB-3 @ 15'	15.0	<10	<20	<20	<10
7/10/24	SB-4 @ 5'	5.0	<10	<20	<20	<10
7/10/24	SB-4 @ 10'	10.0	<10	<20	<20	<10
7/10/24	SB-4 @ 15'	15.0	<10	<20	<20	<10
7/9/24	SS-1	Surface	<2,000	<4,000	14,000	14,000
7/9/24	SS-2	Surface	<2,000	13,000	27,000	40,000
7/9/24	SS-3	Surface	<500	<1,000	2,000	2,000
7/9/24	SS-4	Surface	<2,000	<4,000	6,600	6,600
7/10/24	SS-5	Surface	<2,000	13,000	<4,000	13,000
7/10/24	SS-6	Surface	<2,000	<4,000	5,400	5,400
7/10/24	SS-7	Surface	<500	<1,000	2,200	2,200
7/10/24	SS-8	Surface	<500	<1,000	1,800	1,800
7/10/24	SS-9	Surface	<10	<20	<20	<10
7/10/24	SS-10	Surface	<500	<1,000	1,400	1,400

TPH - Total Petroleum Hydrocarbons
mg/Kg - Milligram per Kilogram
< Less Than

EXHIBIT F

SCOPE OF WORK

[ATTACHED]

EXHIBIT "F"

SCOPE OF WORK

SOIL REMOVAL

Seller shall remove all soil, rock, and dirt (collectively, "Soil") that is currently overlain on the asphalt pavement surface throughout Seller's property ("Property"). In the areas where Soil is not covering asphalt pavement, the Seller shall remove all visibly stained Soil to a minimum depth of six inches below the existing finish grade or to a depth where there is no longer any visibly stained Soil. All Soil that is required to be removed as set forth above shall be hauled offsite away from the vicinity or viewshed of the North Las Vegas Airport. Once the Soil has been removed, Buyer will meet Seller onsite to jointly inspect the Property to confirm all required Soil removal has been accomplished to the reasonable satisfaction of Buyer.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:				n/a		
Corporate/Business Entity Name: THE ANDRADE-MORENO FAMILY TRUST						
<i>(Include d.b.a., if applicable)</i>						
Street Address:		4304 W. La Madre Way		Website: n/a		
City, State and Zip Code:		North Las Vegas, NV 89031		POC Name: n/a		
Telephone No.:		n/a		Email:		
Nevada Local Street Address:				Fax No.: n/a		
<i>(If different from above)</i>				Website:		
City, State and Zip Code:				Local Fax No.:		
Local Telephone No.:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

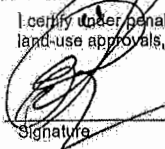
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Efrain C. Andrade	Co-Trustee	50%
Silvia M. Rosas	Co-Trustee	50%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature:  _____
 Print Name: Efrain C. Andrade
 Co-Trustee/Owner _____
 Title: _____
 Date: 9/4/24

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
n/a	n/a	n/a	n/a

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative