

DEPARTMENT OF THE AIR FORCE

RIGHT OF ENTRY

TO CLARK COUNTY PUBLIC WORKS

TO USE PROPERTY LOCATED ON
NELLIS AIR FORCE, NEVADA

PREAMBLE

THE SECRETARY OF THE AIR FORCE (“Air Force” or “Government”) hereby grants to Clark County Department of Public Works, its officers, employees, agents, or invitees (the “Grantee”), for a period of one (1) year beginning on **09-30-2021**, but revocable at the will of the Secretary of the Air Force, a Right of Entry to allow entry of Grantee, its officers, employees, agents, and invitees upon that certain property at East Craig Road and Salmon Drive, known as Military Family Housing Gate as described on **Exhibit A** and shown on **Exhibit B**, both attached hereto and made a part of this Right of Entry (the “Property”). This Right of Entry is to be used only for the purpose of constructing, maintaining, installing and repairing a Traffic Signal on Craig Road at Salmon Dr. The Air Force and the Grantee may be referred to as “Parties” or separately as a “Party.”

THIS RIGHT OF ENTRY is granted subject to the following conditions:

1. The exercise of the privileges hereby granted shall be without cost or expense to the Government, under the general supervision and subject to the approval of the installation commander (“the Commander”), or his designated representative, and such reasonable rules and regulations as the Commander may prescribe from time to time.
2. This Right of Entry shall be exercised only at reasonable times and upon reasonable notice to the Commander’s representative on site, currently Elizabeth A. McDuffie, 99 Civil Engineer Squadron. Prior to entering the Property, the Grantee will notify the Commander’s representative by telephone at 702-652-4129 or email: real.estate@us.af.mil. One or more of

Grantee's employees, agents, or representatives shall accompany Grantee's invitees while such invitees are on the Property.

3. Any property of the Government damaged or destroyed by the Grantee, its officers, employees, agents, or invitees incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to the satisfaction of the Director, or in lieu of such repair or replacement, the Grantee shall, if so required by the Director, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of such damage to or destruction of Government property.

4. The Government shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges granted under this Right of Entry, or for damages to the property of the Grantee or for damages to the property or injuries to the person of the Grantee's officers, employees, agents, or others who may be on the Property at their invitation or the invitation of any one of them, arising from governmental activities on the Property.

a. The Grantee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of the exercise of the privileges granted herein and expressly waives all claims against the Government for any such loss, damage, personal injury or death occurring as a consequence of the conduct of activities under this Right of Entry. The Grantee further agrees, to the extent permitted by State law, to indemnify, save, hold harmless, and defend the Government against all suits, fines, claims, or actions of any sort resulting from, related to, or arising out of any activities conducted under or pursuant to this Right of Entry. This provision shall survive the expiration or termination or revocation of this Right of Entry.

b. The Grantee shall carry adequate liability and indemnity insurance to protect the Government against claims for bodily injury or death and for damage to property resulting from the activities of the Grantee under this Right of Entry. The insurer shall have no right of subrogation against the Government. The Grantee shall furnish the Government a letter of assurance relating to the adequacy of its liability and indemnity insurance coverage.

5. Alterations and construction may _____ or may not _____ be done under the privileges of this Right of Entry.

6. The routes of ingress and egress for the Grantee, its officers, employees, and agents, shall be under the supervision of the Air Force caretaker representative to ensure compliance with established security procedures.

7. The Grantee will comply with the provisions of all applicable Federal, State, and local laws, rules, and regulations.

8. The Grantee will be solely responsible for compliance with all applicable environmental laws or other legal requirements in conjunction with its exercise of the privileges granted under this Right of Entry, including any taxes, fees, permits, fines, penalties, or other

requirements or costs associated with any environmental compliance or violations related to its operations. The Grantee shall promptly take all steps necessary to clean up, abate, remove, or remediate any contamination for which it is responsible, including proper notification to regulatory authorities, and will promptly notify the Commander of any such events.

9. The Grantee shall comply with the Nellis Air Force Base spill prevention control and countermeasure plan, and hazardous materials/wastes plan.

10. All tools, equipment, and other property taken upon or placed upon the Property by the Grantee shall remain the property of the Grantee and will be removed by the Grantee upon expiration of this Right of Entry in accordance with Paragraph 12 below. The Grantee shall be solely responsible for securing its tools, equipment, and other personal property on the Property.

11. This Right of Entry may be relinquished by the Grantee on two (2) business days' written notice to the Commander.

12. On or before the date of expiration of this Right of Entry, or its revocation, or its relinquishment by the Grantee, the Grantee shall, within such reasonable time as the Secretary of the Air Force may designate, remove all its personal property therefrom. If the Grantee shall fail or neglect to remove its property, then at the option of the Secretary of the Air Force, such property shall either become the property of the Government without compensation therefor, or the Secretary of the Air Force may cause the property to be removed at the expense of the Grantee, and no claim for damages against the Government or its officers or agents shall be created by or made on account of such removal and restoration.

13. No written communication under this Right of Entry shall be of any effect unless it is signed by the duly authorized representative of the Party giving such communication and delivered to the appropriate Party recipient as shown below.

a. Written communications to the Grantee shall be delivered by hand or by regular mail addressed:

Clark County Public Works
Traffic Management Division
ATTN: Anthony Ramos, P.E.
500 South Grand Central Pkwy.
Las Vegas, NV 89155

b. Written communications to the Government shall be delivered by hand or by regular mail addressed:

99 CES/CEIAP
6020 Beale Avenue, Suite 108
Nellis AFB, NV 89191

14. Nothing in this Right of Entry shall be deemed to release the Government from any liability it may have for cleanup, abatement, removal, or remediation of existing environmental problems under any applicable Federal or State environmental laws or regulations or to obligate the Grantee to undertake such actions or make the Grantee liable therefor under this Right of Entry.

15. The Grantee has inspected and knows the condition of the Property. It is understood that the Air Force is granting this Right of Entry without any representation or obligation on the part of the Government to make any alterations, repairs, or improvements to the Property.

16. The Grantee will reimburse the Government for any utilities and services the Government provides to the Grantee during the existence of this Right of Entry. The Grantee acknowledges and agrees that the Government is under no obligation to furnish any utilities or services.

17. The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the Property, the Grantee shall immediately notify the Commander and protect the site and the material from further disturbance until the Director gives written approval to proceed.

18. The Grantee shall not discriminate against any person because of race, color, age, sex, religion, handicap, or national origin in the conduct of its activities hereunder.

19. This Right of Entry is effective only insofar as the rights of the Government in the property involved is concerned, and the Grantee shall obtain such permission as may be necessary on account of any other existing rights.

20. The Government may authorize use of the Property by others, subject to all of the terms and conditions of this Right of Entry. The Grantee may not authorize use of the Property by others. Use of the Property by others shall not relieve the Grantee of any of its obligations hereunder.

21. This Right of Entry may only be extended, modified, or amended by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties hereto.

22. This Right of Entry may not be transferred or assigned except as expressly provided otherwise herein.

This Right of Entry is not subject to Title 10 U.S.C. § 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by direction of the Secretary of the Air Force this _____ day of _____, 20__.

THE UNITED STATES OF AMERICA

By: _____

TODD R. DRYER
Colonel, USAF
Commander

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This Right of Entry, together with all its terms and conditions, is hereby accepted this
_____ day of _____, 20__.

GRANTEE NAME

By: _____
DENIS CEDERBURG
Director, Clark County Public Works

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