

## **PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2026 ("Effective Date"), between VLR RE, LLC ("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 vacant real property described as Assessor's Parcel Number 162-32-802-045 and 162-32-802-046, generally located on northwest corner of Las Vegas Boulevard and Sunset Road, in Las Vegas, Clark County, 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 February 17, 2026 attached hereto as **Exhibit B** as 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 February 17, 2026 and expired on March 17, 2026. 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 the Billboard Lease and any 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 sixty (60) calendar days from initial Closing date. 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").
- 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 Fifty Thousand Dollars (\$50,000.00), which is deposited by the Buyer with the Escrow Company within five (5) business days following the Approval Date. The Deposit shall be applied as a credit toward the total Purchase Price at Closing if Closing occurs.
- 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.

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, the Property. The Property must be delivered free and clear of any property use, rental and/or lease agreement encumbrances with the exception of the Leases described in **Exhibit F.**
- 2.2 **PURCHASE PRICE.** The total consideration to be paid by Buyer to Seller for the Property shall be equal to the amount of Four Hundred, Seventy Five Thousand Dollars (\$475,000.00) ("**Purchase Price**"), plus other Closing Costs and prorations ("**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. 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. The Parties may, by mutual consent, execute such additional escrow instructions as appropriate or as reasonably necessary in effecting the Closing. 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. Seller shall furnish the Buyer with copies of the Leases and 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.
  - B. Buyer shall, at Buyer's sole cost and expense without any expense to the Seller, be entitled to inspect the Property, to conduct such tests, surveys, analysis and feasibility of Buyer's intended use of the Property, provided however, Buyer may not do any destructive testing or investigation on the Property without approval of the Seller. Buyer will ensure all inspections will be coordinated and conducted

with a minimum of twenty-four (24) hours' notice to Seller. Buyer shall return the Property to substantially the same condition in which it was prior to the time of such entry. The Feasibility Period commenced on February 17, 2026 and expired on March 17, 2026.

## 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. 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. **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.
- D. **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.
- E. **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.

- F. **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.
- G. **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 June 25, 2026.
- B. **Extension.** Buyer shall have the one-time right and option to extend the Closing for a period of sixty (60) calendar days ("**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.
- C. **Extension Deposit.** Buyer shall Deposit with Escrow Agent an additional Twenty Five Thousand Dollars (\$25,000.00) for the 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.
- D. **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 cost of preparing the Deed, the Owner's Standard Title Policy; any special improvement district (SID) and/or local improvement district (LID) balances in full, 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 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.
- (iv) Commissions. Seller agrees to pay any real estate commission due to its listing agent or broker engaged in connection with this Agreement. Without limiting the foregoing, Seller shall have the sole obligation to pay any and all brokerage commissions, finder fees, costs and expenses in connection made by or through the acts of Seller in connection with the transactions provided herein. Seller shall indemnify, defend (with legal counsel reasonably acceptable to the Buyer) and hold Buyer harmless for, from and against (1) any and all claims by third parties made by or through the acts of Seller for real estate or brokerage commissions or a finder's fee in connection with the transactions provided herein, and (2) any and all costs and expenses (including, but not limited to, court cost and reasonable attorneys' fees) incurred by Seller in connection therewith.

**E. 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) Seller shall remove all personal property, debris, and trash from the Property prior to Closing;
  - (f) 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; and
  - (c) All other conditions set forth in this Agreement in Seller's favor shall have been satisfied.
- (iii) Failure of Conditions. 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 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.

**F. Closing Documents.**

- (i) Action at Closing by Seller. On or before the Closing, Seller shall have provided to 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. 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;

(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.

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.

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 BOCC 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. No environmental conditions exist on the property as concluded in the Phase I Environmental Site Assessment Reports attached hereto and incorporated herein as **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 below) on the Property. Except as disclosed to Buyer in writing prior to the Effective Date, to Seller's knowledge no Hazardous Materials are present on any portion of the Property, or any adjacent property, which may, under any applicable federal, state or local laws, rules or regulations, require remedial action. Seller agrees Buyer and/or its Agents may, without liability to Seller, make all disclosures and file all reports, if and to the extent required by law with respect to Buyer's discovery of any Hazardous Materials on the Property prior to the Closing. As used in this Agreement, the term "Hazardous Materials" shall mean any substance, material or matter (including, but not limited to, asbestos and petroleum, gasoline, crude oil or any products, byproducts or fractions thereof) whose nature, quantity or manner of existence, use, management, control, handling, manufacture, creation, generation, storage, disposal, discharge, removal, treatment, containment, remediation or transportation is regulated under any federal, state, county, municipal and local laws, statutes, rules, regulations and ordinances in existence as of the Effective Date. Without limiting the generality of the foregoing and in order to avoid any ambiguities, the scope of substances included within those terms shall specifically include hazardous substances, hazardous waste, Hazardous Materials, toxic substances, contamination, pollution, flammables, explosives, radioactive and/or reactive materials, infectious substances, sharps, asbestos (whether friable or non-friable), perchloroethylene (and/or other chemicals used in the dry cleaning industry), polychlorinated biphenyl (PCB's), underground storage tanks, and all petroleum products and the fractions thereof.
- B. 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, other than one (1) Billboard lease.

including without limitation, liens, mortgages, any other 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, other than one (1) Billboard Lease, 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. 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.
- 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 eighteen (18) 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 eighteen (18) 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.** Seller, in lieu of all other remedies Seller may have at law or equity, shall be entitled to receive the Deposit and the Extension Deposit (if applicable) from Escrow Agent as Liquidated Damages if Buyer defaults under this Agreement. Buyer and Seller agree that the Liquidated Damages amount constitutes the amount of damages incurred by Seller as a result of a default by Buyer. Seller agrees that the Deposit is a reasonable estimate of Seller's damages, and that Seller shall be entitled to retain the Deposit as Liquidated Damages and as its sole and complete remedy.
- 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.** 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 Ten Thousand Dollars (\$10,000.00). 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.** 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. **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.
- E. **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.
- F. **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.
- G. **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.

- H. **Further Assurances.** 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.
- I. **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 Clark County, Nevada.
- J. **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.
- K. **Indemnity.** To the maximum extent permitted by Nevada law, Seller shall indemnify, save harmless, and defend the Buyer, its officers, employees and representatives, individually and collectively, from all damages, fines, liens, suits, claims, demands, actions, reasonable costs of investigation and litigation, reasonable attorneys' fees and expenses, reasonable consultants' fees and expenses, and reasonable expert witnesses' fees and expenses, judgments or liability of any kind arising out of or in any way connected with this Agreement, or in any way related or connected to the Property prior to the Closing, including, without limitation, (1) the installation, construction, operation, maintenance, or condition of any improvement on the Property; and (2) releases or threatened releases of Hazardous Materials from the Property or by Seller on, into, or under land, Property and other interests of the Buyer.
- 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. **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.
- N. **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.
- O. **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.

- P. **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.
- Q. **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: C/O Daniel M. Bradley II  
VLR RE, LLC  
2777 Paradise Road #1406  
Las Vegas, Nevada 89109  
(702) 743-2603  
Danbradley6@icloud.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](mailto: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](mailto: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.

- R. **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.
- S. **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.
- T. **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.
- U. **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.
- V. **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.
- W. **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.

- X. **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]**

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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: \_\_\_\_\_  
James C. Chrisley  
Director of Aviation

**SELLER:**

**Daniel M. Bradley II**

**VLR RE, LLC**

By: Daniel M. Bradley II  
Daniel M. Bradley II (Apr 27, 2026 09:09:05 PDT)  
\_\_\_\_\_  
VLR RE, LLC  
Manager

**APPROVED AS TO FORM:**

**STEVEN B. WOLFSON**

**District Attorney**

By: Sherry Rose  
\_\_\_\_\_  
Sherry Rose  
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 \_\_\_\_\_, 2026.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By: \_\_\_\_\_

Anastasia Dion  
Escrow Agent

**EXHIBIT A**

**LEGAL DESCRIPTION**

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Parcel 162-32-802-045**

Government Lot Twenty-two (22) in Section 32, Township 21 South, Range 61 East, M.D.M. EXCEPTING THEREFROM a strip of land of varying width over and across a portion of the East Half (E1/2) of the Southeast Quarter of the Southeast Quarter (SE1/4) of Section 32, Township 21 South, Range 61 East, M.D.M., described as follows:

Beginning at the Southeast corner of said parcel which is located 200.00 feet South 89°02'25" West of the Southeast corner of said Section 32; Thence South 89°02'25" West, a distance of 80.05 feet along the South boundary of said Section 32 to a point 100.00 feet left and at right angles to the "RA" centerline of the South approach to Las Vegas Strip; Thence North 11°56'32" East, a distance of 126.18 feet to a point on the boundary line between United States Government Lots 22 and 21; Thence North 89°02'25" East, a distance of 51.91 feet along said boundary line between said Lots 22 and 21 to a point on the right of way line on the left or Westerly side of U.S. 91; Thence South 0°56'38" East, a distance of 123.00 feet to the point of beginning, as described in that certain Final Order of Condemnation recorded December 1, 1966 in Book 761 as Document No. 611905 and recorded January 9, 1967 in Book 769 as Document No. 618372 of Official Records.

FURTHER EXCEPTING THEREFROM the South 33 feet of said land as conveyed to Clark County by Grant, Bargain, Sale Deed recorded August 25, 1986 in Book 860825 as Document No.00832 of Official Records.

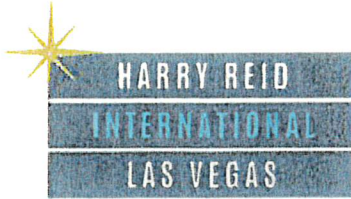
FURTHER EXCEPTING THEREFROM that portion of said parcel granted to the County of Clark by Final Order of Condemnation recorded September 22, 2011, in Book 20110922, Instrument No. 0002576, Official Records.

**Parcel 162-32-802-046**

Government Lot Sixty-six (66) in Section 32, Township 21 South, Range 61 East, M.D.M. FURTHER EXCEPTING THEREFROM the South 33 feet of said land as conveyed to Clark County by Grant, Bargain, Sale Deed recorded August 25, 1986 in Book 860825 as Document No.00832 of Official Records.

**EXHIBIT B**

LOI



**Department of Aviation**

**James C. Chrisley, Director**

P.O. Box 11005

Las Vegas, NV, 89111-1005

(702) 261-5211

Fax (702) 597-9553

February 17, 2026

**VIA EMAIL**

Danbradley6@icloud.com

Mr. Daniel Bradley

**VLR RE, LLC**

2777 Paradise Road # 1406

Las Vegas, NV 89109

**RE: OFFER TO PURCHASE ASSESSOR'S PARCEL NUMBER (APN) 162-32-802-045, -046  
(0.70 ACRES)**

Dear Mr. Bradley,

This letter serves as an offer from Clark County Department of Aviation to purchase the real property owned by VLR RE, LLC and commonly known as APN 162-32-802-045 and 046 under a voluntary acquisition subject to the following terms and conditions ("Offer"):

PARTIES - Clark County Department of Aviation ("Buyer") and VLR RE, LLC ("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 162-32-802-045 and 046, generally located on the northwest corner of Las Vegas Blvd. and Sunset Road, 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, including billboard, 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 unless otherwise stated in this offer letter.

AMOUNT OF OFFER - The full amount of just compensation for the Property is determined to be Four Hundred and Seventy Five Thousand and 00/100 Dollars (\$475,000.00). This will be an all-cash transaction with payment at the close of escrow.

FAIR MARKET VALUE - The above determination of just compensation for the Property is not less than an approved appraisal of fair market value for the property. Fair market value is defined as the highest price, in terms of money, which a property will bring in a competitive and open market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.



**Clark County Board of Commissioners**

Michael Naft, Chair • William McCurdy II, Vice Chair • April Becker

James B. Gibson • Justin C. Jones • Marilyn Kirkpatrick • Tick Segerblom

BOARD AUTHORIZATION - This Offer 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 Offer, Buyer will prepare the PSA and request such Board authorization. Board authorization can take up to forty-five (45) calendar days from the date Seller signs the PSA. Buyer will sign the PSA upon receipt of Board authorization.

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. Commencing on the date escrow opens Seller agrees to cease marketing and developing the Property. Buyer shall not be responsible for any costs incurred by Seller for the marketing and development of the Property.

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 \$475,000.00. The EMD will be fully refundable to Buyer if Buyer cancels escrow prior to the expiration of the feasibility period.

#### TERMS OF OFFER

- LEASES - The Buyer will assume the one (1) billboard lease. Property must be free and clear of all other property use, rental and/or lease agreement encumbrances.
- 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, property taxes, all utilities, including but not limited to power, 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 Offer.
- 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 appraisals, 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 Offer, copies of any and all Leases, 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.

Buyer requires thirty (30) calendar days from date of signing this offer for the feasibility period.

CLOSE OF ESCROW - The close of escrow can be as soon as thirty (30) days from the date escrow opens, with the stipulation that the Seller is able to perform within that timeframe. If the Seller needs additional time to satisfy the conditions of this offer, close of escrow can be extended up to sixty (60) days from the date escrow opens.

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 except those items listed above which are authorized to remain.

CONFIDENTIALITY - Any information provided by Seller pursuant to this Offer, 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 Offer. 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 Offer, including the purchase price, will be disclosed in an agenda item.

EXCLUSIVITY - If Seller accepts the terms and conditions of this Offer, 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 Offer and continuing through the close of escrow, or earlier termination of this Offer, 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.

PREPARATION OF PSA - Buyer shall prepare the PSA upon mutual agreement of this Offer. Buyer and Seller both shall proceed in good faith to finalize the PSA following acceptance of this Offer. The terms in the PSA will supersede this Offer. If the PSA is not mutually executed for any reason whatsoever or no reason at all, this Offer 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 Offer 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 Offer 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 Offer 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 Offer 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 Offer is for a voluntary acquisition. Buyer will not purchase the Property if mutually acceptable terms cannot be reached. A space is provided on the following page for the acceptance of this Offer. To accept this Offer, Seller shall execute and return the original acceptance page. Acceptance of this Offer must be received by 5:00 PM PST on February 25, 2026.

EXPIRATION OF OFFER - This Offer shall constitute an open offer until 5:00 PM PST on February 25, 2026. If Buyer does not receive the executed acceptance page by this date and time this Offer shall automatically terminate.

The above Offer reflects our mutual understanding and sets forth the basis for proceeding to negotiate a PSA. If you have any questions or require additional information, please contact Ms. Lisa Meranto, Airport Real Estate Manager at (702) 261-5509.

Sincerely,



SCOTT KICHLINE  
Airport Chief Revenue Officer

Enclosure

cc: Joseph Piurkowski    Lisa Meranto  
     Raul Valdez             Kim Ono

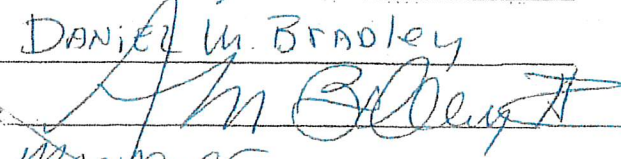
**VOLUNTARY ACQUISITION OFFER ACCEPTANCE FOR APN 162-32-802-045 and -046**

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

Property Owner:

Company: VLR RE, LLC

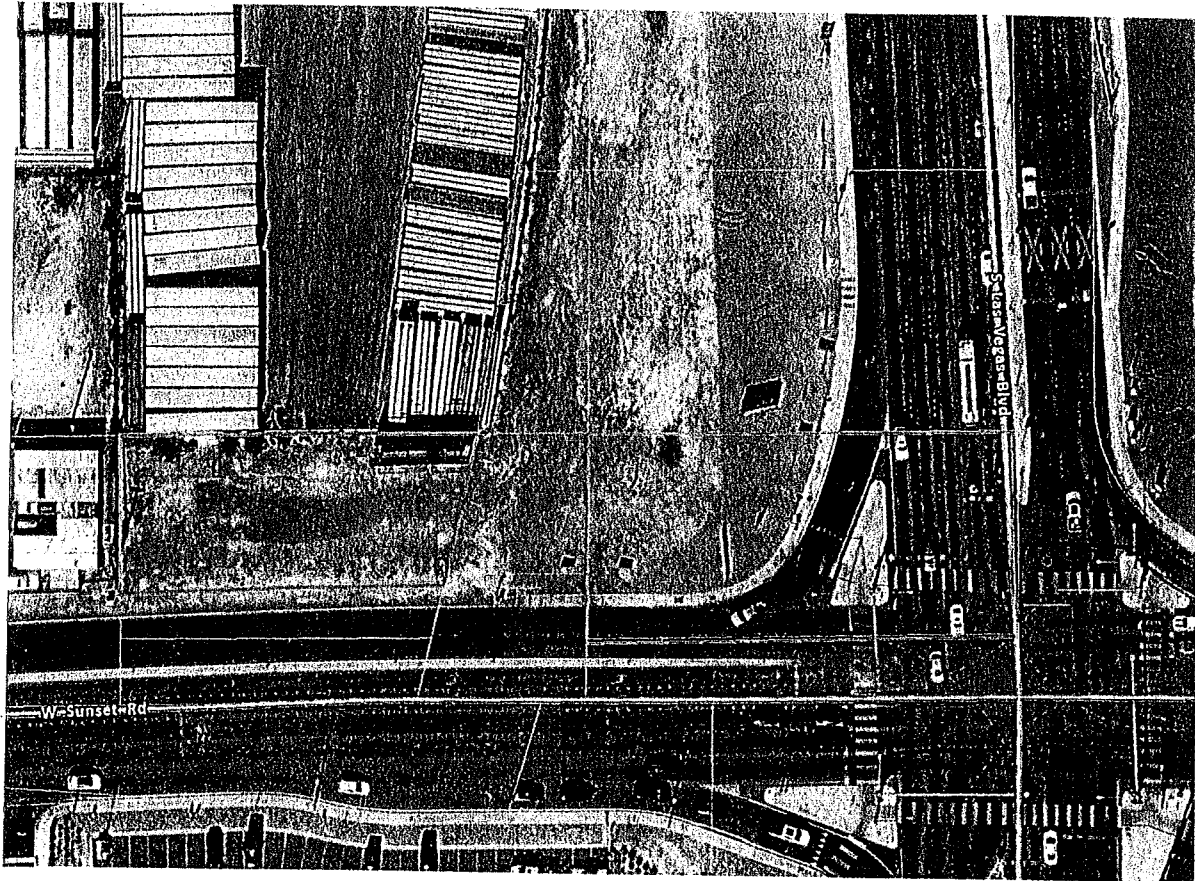
Printed Name: DANIEL W. BRADLEY

Seller's Signature: 

Title: MANAGER

Date: FEBRUARY 17, 2026

# Exhibit "A"



## EXHIBIT C

### PERMITTED EXCEPTIONS SCHEDULE B – Section B

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special State, County and/or City property taxes, including any personal property taxes and any assessments collected with taxes, payable in four (4) quarterly installments (due on or before 3rd Monday in August and 1st Monday in October, January and March, respectively) are as follows:  
Assessor's Parcel No.: 162-32-802-045  
District Number: 470  
Fiscal Year: 2025-2026  
Total Taxes: \$1,804.75  
1st Installment: \$453.37, Paid  
2nd Installment: \$450.46, Paid  
3rd Installment: \$450.46, Paid  
4th Installment: \$450.46, Paid  
(The 1st Installment above includes a fee for the Las Vegas Artesian Basin)  
Affects: Parcel 1
2. General and special State, County and/or City property taxes for the fiscal year 2026-2027, now a lien, not yet payable. Assessor's Parcel No.: 162-32-802-046  
Affects: Parcel 2
3. 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 Clark County Assessor, per Nevada Statute 361.260.
4. Water rights, claims or title to water, whether or not disclosed by the Public Records.
5. Any lien or right to a lien for services, labor or material not shown by the public records.
6. Reservations, exceptions and provisions contained in the patent from the United States of America, and in the acts authorizing the issuance thereof.  
Recording Date: March 6, 1956  
Recording No: Book 86, Instrument No. 71820, Official Records
7. Reservations, exceptions and provisions contained in the patent from the United States of America, and in the acts authorizing the issuance thereof.  
Recording Date: January 28, 2000  
Recording No: Book 20000128, Instrument No. 00939, Official Records
8. A deed of trust to secure an indebtedness in the amount shown below, Item 8 - To be cleared by Seller  
Amount: \$100,000.00  
Dated: August 28, 1995  
Trustor/Grantor: Ronald H. Rieger, trustee and Rose Marie Rieger, trustee of the Rieger 1982 Revocable Trust dated July 7, 1982  
Trustee: Old Republic Title Company of Nevada  
Beneficiary: Jackson Mason, an unmarried man  
Recording Date: September 5, 1995  
Recording No.: Book 950905, Instrument No. 00182, Official Records

**SCHEDULE B – Section B  
(continued)**

9. Terms, provisions and conditions as contained in an instrument  
Entitled: Resolution of Relinquishment of a Portion of State Highway Right-of-Way  
Recording Date: January 11, 2007  
Recording No.: Book 20070111, [Instrument No. 0003775](#), Official Records  
Affects: Parcel 2
- Terms, provisions and conditions as contained in an instrument  
Entitled: Recording of Maps for Resolution of Relinquishment of a Portion of State Highway  
Right-of-Way  
Recording Date: January 3, 2012  
Recording No.: Book 20120103, [Instrument No. 0000287](#), Official Records
10. Any rights, interests or claims which may exist or arise by reason of a Record of Survey  
[File: 168, of Surveys, Page 45](#)  
Recording Date: September 19, 2007  
Recording No.: Book 20070919, [Instrument No. 0000951](#), Official Records
11. Any rights, interests or claims which may exist or arise by reason of a Record of Survey  
[File: 171, of Surveys, Page 52](#)  
Recording Date: February 5, 2008  
Recording No.: Book 20080205, [Instrument No. 0003221](#), Official Records
12. Terms, provisions and conditions as contained in an instrument  
Entitled: Stipulation and Order for Occupancy  
Recording Date: April 30, 2010  
Recording No.: Book 20100430, [Instrument No. 0000767](#), Official Records  
Affects: Parcel 1
13. Terms, provisions and conditions as contained in an instrument  
Entitled: Joint Use Quitclaim Easement  
Recording Date: December 20, 2010  
Recording No.: Book 20101220, [Instrument No. 0000987](#), Official Records
14. Terms, provisions and conditions as contained in an instrument  
Entitled: Final Order of Condemnation  
Recording Date: September 22, 2011  
Recording No.: Book 20110922, [Instrument No. 0002576](#), Official Records  
Affects: Parcel 1
15. The vesting set forth in this Preliminary Title Report is subject to verification, to the satisfaction of this company, of the validity and enforceability of the following uninsured deed: **Item 15 - Seller Responsibility**  
Dated: March 29, 2018  
Grantor: Daniel M. Bradley, II, Pamela L. Rieger, and Kory W. Rieger, trustees of The Rieger Family Trust dated January 23, 2015  
Grantee: Daniel M. Bradley, II, Trustee of the Rieger Exempt Subtrust FBO Daniel McFarland, II, dated November 28, 2016  
Recording Date: April 4, 2018  
Recording No.: Book 20180404, [Instrument No. 0002823](#), Official Records

16. The vesting set forth in this Preliminary Title Report is subject to verification, to the satisfaction of this company, of the validity and enforceability of the following uninsured deed:
- |                 |   |  |
|-----------------|---|--|
| Dated:          | March 29, 2018  | <b>Item 16 - Seller Responsibility</b> |
| Grantor:        | Daniel M. Bradley, II, trustee of the Rieger Exempt Subtrust fbo Daniel McFarland Bradley, II dated November 28, 2016 |  |
| Grantee:        | VLR RE, LLC, a Nevada limited liability company   |  |
| Recording Date: | April 6, 2018   |  |
| Recording No.:  | Book 20180406, <a href="#">Instrument No. 0000960</a> , Official Records  |  |

17. Rights and claims of parties in possession by reason of unrecorded leases, if any, that would be disclosed by an inquiry of the parties or by an inspection of said Land.
18. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
19. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
20. If Extended Coverage is requested, this Company will require an ALTA/NSPS LAND TITLE SURVEY. If the owner of the Land the subject of this transaction is in possession of a current ALTA/NSPS LAND TITLE SURVEY, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

A Zoning Report will be required if a Zoning Endorsement is requested.

Table A 2021 Requirements 4, 6a, 7a, 7b1, 7c, 8, 9, 10, 11b, 16, 17, 18 and 20 (Height of the proposed improvements).

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

21. If Extended Coverage is requested, an inspection of said Land will be ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.

**EXHIBIT D**

**GRANT, BARGAIN, SALE DEED**

Assessor's Parcel Numbers: 162-32-802-045 and  
162-32-802-046

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

Clark County Department of Aviation  
Business/Commercial Development  
Attn: Airport Property Manager  
PO Box 11005  
Las Vegas, NV 89111

---

**GRANT, BARGAIN, SALE DEED**

**THIS INDENTURE WITNESSETH:** That **LVR RE, LLC**, a Nevada limited liability company ("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, through its Department of Aviation ("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 \_\_\_\_\_, 2026.

**GRANTOR**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

)ss

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2026 by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Place Notary Seal Above

**Exhibit "A"**

Legal Description

Parcel 162-32-802-045

Government Lot Twenty-two (22) in Section 32, Township 21 South, Range 61 East, M.D.M. EXCEPTING THEREFROM a strip of land of varying width over and across a portion of the East Half (E1/2) of the Southeast Quarter of the Southeast Quarter (SE1/4) of Section 32, Township 21 South, Range 61 East, M.D.M., described as follows:

Beginning at the Southeast corner of said parcel which is located 200.00 feet South 89°02'25" West of the Southeast corner of said Section 32; Thence South 89°02'25" West, a distance of 80.05 feet along the South boundary of said Section 32 to a point 100.00 feet left and at right angles to the "RA" centerline of the South approach to Las Vegas Strip; Thence North 11°56'32" East, a distance of 126.18 feet to a point on the boundary line between United States Government Lots 22 and 21; Thence North 89°02'25" East, a distance of 51.91 feet along said boundary line between said Lots 22 and 21 to a point on the right of way line on the left or Westerly side of U.S. 91; Thence South 0°56'38" East, a distance of 123.00 feet to the point of beginning, as described in that certain Final Order of Condemnation recorded December 1, 1966 in Book 761 as Document No. 611905 and recorded January 9, 1967 in Book 769 as Document No. 618372 of Official Records.

FURTHER EXCEPTING THEREFROM the South 33 feet of said land as conveyed to Clark County by Grant, Bargain, Sale Deed recorded August 25, 1986 in Book 860825 as Document No.00832 of Official Records.

FURTHER EXCEPTING THEREFROM that portion of said parcel granted to the County of Clark by Final Order of Condemnation recorded September 22, 2011, in Book 20110922, Instrument No. 0002576, Official Records.

Parcel 162-32-802-046

Government Lot Sixty-six (66) in Section 32, Township 21 South, Range 61 East, M.D.M. FURTHER EXCEPTING THEREFROM the South 33 feet of said land as conveyed to Clark County by Grant, Bargain, Sale Deed recorded August 25, 1986 in Book 860825 as Document No.00832 of Official Records.

**EXHIBIT E**

**PHASE I ENVIRONMENTAL SITE ASSESSMENT**



PHASE I ENVIRONMENTAL SITE ASSESSMENT  
REPORT

DATE: 10/15/2001

PROJECT: [Illegible]

CLIENT: [Illegible]

PREPARED BY: [Illegible]

REVISIONS:

- 1.0 Initial Report
- 2.0 [Illegible]
- 3.0 [Illegible]
- 4.0 [Illegible]
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PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT

DATE: 10/15/2001



**PHASE I  
ENVIRONMENTAL SITE ASSESSMENT**

APNs 162-32-802-045 & -046  
2621 W. Sunset Road  
Las Vegas, NV 89119

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

March 4, 2026

Project No:

2601123.101

**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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- Figure 1 Subject Property Location Map
- Figure 2 Aerial Photograph of the Subject Property

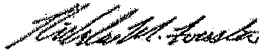
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- Appendix A: Assessor's Parcel Map
- Appendix B: User-Provided Information
- Appendix C: Site Reconnaissance Photographs
- Appendix D: Historical Record Sources
- Appendix E: Environmental Records Search Report
- Appendix F: Other Environmental Reports
- Appendix G: Qualifications

## General Information

Subject Property	
APNs 162-32-802-045 & -046 2621 W. Sunset Road Las Vegas, NV 89119 Project Number: 26-01-123-101	
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
February 24, 2026	March 4, 2026

### Report Written By:

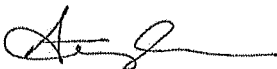


Nicholas Foresta  
Senior Staff Geologist

### 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.

### Reviewed and Approved By:



Stephanie Holst NV CEM-2070  
Associate 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 the real property located at 2621 W. Sunset Road, 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 consists of approximately +/- 0.70 acres and is identified as Clark County Assessor Parcel Numbers 162-32-802-045 & -046. At the time of this assessment, the Subject Property was vacant and undeveloped native land, occupied solely by an advertising billboard.

### **Site Reconnaissance:**

The site reconnaissance of the Subject Property was performed on February 24, 2026, by Nick Foresta, Staff Geologist with Broadbent.

### **Historical Information:**

The Subject Property has historically been undeveloped, with the exception of an advertising billboard.

### **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.

- Nineteen corrective action sites and one leaking underground storage tank site 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.

**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 Subject Property located at 2621 W. Sunset Road in Las Vegas, NV. Any exceptions to, or deletions from, this practice are described in Section 1.4 of this report. This assessment has revealed no recognized environmental conditions, controlled recognized environmental conditions, and/or significant data gaps in connection with the Subject Property.

Broadbent recommends no further investigation of the Subject Property at this time.

## 1.0 Introduction

---

To assist Clark County Department of Aviation with its due diligence efforts relative to the Subject Property located at 2621 W. Sunset Road in Las Vegas, NV, 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 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 outside the incorporated limits of Las Vegas, NV. The Subject Property's current physical address is 2621 W. Sunset Road, Las Vegas, NV 89119. The Subject Property consists of two parcels assigned Clark County Assessor's Parcel Numbers 162-32-802-045 & -046. A copy of the Clark County Assessor's Parcel Map for the Subject Property is provided in Appendix A.

The approximate latitude and longitude coordinates for the center of the Subject Property are 36.071360 North, -115.173331 West NAD83. The Subject Property is located within the SE quarter of the SE quarter of Section 32, Township 21 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 SW, 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 VLRRE LLC. The Subject Property was observed to be vacant and unoccupied during the site reconnaissance on February 24, 2026.

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

### 2.3 Description of Structures, Roads, and Other Improvements

The Subject Property was observed to be undeveloped, with no improvements other than an advertising billboard, during the site reconnaissance on February 24, 2026.

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 acreage)	+/- 0.70
General Topography of Property	Generally flat

<b>Adjoining and/or Access/Egress Roads</b>	S Las Vegas Blvd to the east W Sunset Rd to the south
<b>Paved or Concrete Areas (including parking)</b>	None
<b>Unimproved Areas</b>	The entire site is undeveloped
<b>Landscaped Areas</b>	None
<b>Surface Water</b>	None
<b>Potable Water Source</b>	Las Vegas Valley Water District
<b>Sanitary Sewer Utility</b>	Clark County Water Reclamation District
<b>Storm Sewer Utility</b>	Clark County Public Works
<b>Electrical Utility</b>	NV Energy
<b>Natural Gas Utility</b>	Southwest Gas Corporation

#### 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 February 24, 2026 are tabulated below.

<b>Direction</b>	<b>Address</b>	<b>Use &amp; Occupant</b>	<b>Comments</b>
North	None 2982 W Post Rd	Vacant land Trucking storage yard	None Lot extends along railroad to the north
South	6509 S Las Vegas Blvd	Town Square Las Vegas - retail and restaurant mall	None
East	5757 Wayne Newton Blvd	Harry Reid International Airport	None
West	None	Vehicle storage lot	The property is gated and without a posted address

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

### **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. 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.

### **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

---

Nick Foresta, Staff Geologist with Broadbent, conducted a site reconnaissance of the Subject Property on February 24, 2026, as discussed below. Weather conditions at the time of the site reconnaissance were described as sunny and cool. During the site reconnaissance, a Broadbent field representative, Nick Foresta, was accompanied by the owner of the Subject Property, Mr. Daniel Bradley.

The Subject Property was not accessible via a paved driveway or unpaved roadway and is bordered by curb and gutter improvements along South Las Vegas Boulevard and West Sunset Road. Site access was obtained via a pedestrian crosswalk located south of the Property. The Subject Property is improved with a vinyl-faced, steel-mounted advertising billboard situated within otherwise vacant and undeveloped land. No lighting infrastructure was observed associated with the billboard; however, an electrical meter box was observed affixed to the steel support structure.

The site reconnaissance included walking the perimeter of the Subject Property and conducting a visual survey of the exterior areas. The Subject Property was partially enclosed by fencing extending from the western and northern border properties.

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

No hazardous substances or petroleum products in connection with current identified uses were observed within the boundaries of the Subject Property during the site reconnaissance. Likewise, no hazardous substances and petroleum products not in connection with identified uses were observed on the Subject Property.

Hazardous substances and petroleum products were not observed on properties adjoining the Subject Property when observed from the Subject Property or publicly accessible areas.

As such, no RECs from hazardous substances or petroleum products were known to be present on the Subject Property at the time of the reconnaissance.

## 4.2 Storage Tanks

No evidence of existing or historic storage tanks, vent pipes, fill pipes, or access ways indicating USTs or ASTs was 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. As such, no RECs from storage tanks were known to be present on the Subject Property at the time of the reconnaissance.

## 4.3 Drums, Totes, and Intermediate Containers

No drums, totes, or intermediate bulk containers were observed within the boundaries of the Subject Property during the site reconnaissance. As such, no RECs from bulk storage containers were known to be present on the Subject Property at the time of the reconnaissance.

## 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**

No stained soil/pavement or stressed vegetation was observed within the boundaries of the Subject Property during the Subject Property 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. As such, no RECs from stained soil/pavement or stressed vegetation were known to be present on the Subject Property at the time of site reconnaissance.

#### **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. Household-type waste was observed accumulated in the northwest corner of the Subject Property. The materials appeared to consist of general refuse, and no evidence of hazardous substances or petroleum products was observed. 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**

No evidence of on-site current or historic water supply wells, historic wastewater systems, or septic systems was observed within the boundaries of the Subject Property during the Subject Property reconnaissance. However, a stormwater utility structure (hole and cover) was observed. The structure appeared to be in good condition and connected to the surrounding drainage infrastructure.

Based on observations made at the time of reconnaissance, 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 are no structures on the Subject Property; therefore, no interior staining or corrosion was observed during the site reconnaissance.

#### **4.12 Interior Drains and Sumps**

There are no structures on the Subject Property; therefore, no interior drains or sumps were observed during the site reconnaissance.

## **5.0 Records Review**

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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 SW, NV Quadrangle 7.5-Minute series topographic map was reviewed for this ESA. The surface of the Subject Property slopes from approximately 2210 to 2205 feet above mean sea level from the southeast to northeast. Topographic contour lines in the vicinity of the Subject Property indicate that surface water generally drains toward the northeast.

#### **5.1.2 Surface Water Bodies**

No on-site water wells or springs were observed during the Subject Property reconnaissance. 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 yielded no records of historical wells located on the Subject Property.

#### **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 two mapped soil units: the McCullough-Jean-Bluepoint complex (fine sandy loam) and the Grapevine series (loamy fine sand).

The McCullough-Jean-Bluepoint complex is classified as Hydrologic Soil Group A, indicating high infiltration rates and free transmission of water through the soil profile. The Grapevine series is classified as Hydrologic Soil Group B, reflecting moderate infiltration rates and generally unimpeded water transmission. Both soil units are characterized as well drained.

The average annual precipitation in Las Vegas between 1991 and 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 northeast. Depth to groundwater is expected to be approximately 50 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.

#### **1952 (USGS 15-Minute Quadrangle Series)**

The 1952 topographic map depicts the Subject Property as undeveloped desert terrain characterized by natural contours and ephemeral drainage features. McCarran Field (currently Harry Reid International Airport) is shown to the northeast; however, no structures, roadways, or development are mapped on the Subject Property.

#### **1967–1973 (USGS 7.5-Minute Quadrangle Series)**

The 1967 and 1973 maps continue to depict the Subject Property as largely vacant desert land; however, transportation infrastructure improvements are evident during this period. Notably, a U.S. Highway 91 (US 91) off-ramp is shown traversing the Subject Property. This ramp appears to extend through the Property boundaries as part of the regional highway system improvements. No structures are depicted on the Subject Property during this period.

#### **1984 (USGS 7.5-Minute Quadrangle Series)**

The 1984 map reflects continued regional development and expansion of transportation infrastructure. The US 91 off-ramp remains depicted as crossing the Subject Property. Although surrounding urbanization has progressed, no buildings or structural improvements are shown on the Subject Property itself beyond the mapped roadway infrastructure.

#### **2012 (USGS 7.5-Minute Quadrangle Series)**

By 2012, substantial infrastructure development is evident, including Interstate 15 and the Interstate 215 interchange. The surrounding area is fully urbanized; however, the historic US 91 configuration is no longer clearly depicted, and the Subject Property does not exhibit identifiable structures on the map.

#### **2014–2021 (USGS 7.5-Minute Quadrangle Series)**

The 2014, 2018, and 2021 maps depict a fully developed urban corridor characterized by established highways, surface streets, and airport-related infrastructure. The prior US 91 off-ramp configuration is not distinctly mapped during this period. No notable topographic changes or newly depicted features are identified on the Subject Property.

Review of available USGS topographic maps dated from 1952 through 2021 indicates that the Subject Property transitioned from undeveloped desert land to a fully urbanized setting associated with regional transportation and airport-related development. Historical mapping does not depict structures, industrial operations, waste disposal areas, or other features on the Subject Property that would suggest the potential for recognized environmental conditions (RECs). Based on the review of available topographic maps, no historical land uses were identified that would be expected to adversely affect the Subject Property.

#### **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.

#### **1950–1960 (USGS / Private Sources)**

The 1950 and 1960 aerial photographs depict the Subject Property as undeveloped desert terrain with no visible structures or roadway improvements on the parcel. The surrounding area consists

primarily of natural desert landscape with minimal development and limited regional infrastructure.

#### **1965–1983 (USGS / Cartwright Aerial Surveys)**

The 1965, 1973, and 1983 aerial photographs depict former Route 91 traversing or bisecting the Subject Property. Aside from the presence of the roadway, the parcel remains undeveloped desert land with no structures or site improvements observed. Surrounding development remains limited during the earlier portion of this period, with gradual increases in roadway and regional infrastructure by 1983.

#### **1994 (USGS)**

The 1994 aerial photograph reflects increasing regional development, including expanded roadway infrastructure and nearby construction activity. Former Route 91, which previously crossed the Subject Property, is no longer visible, indicating roadway realignment or removal. Despite growth in the surrounding area, the Subject Property appears to remain vacant or minimally disturbed.

#### **2006–2013 (USGS / USDA)**

The 2006 and 2010 aerial photographs depict substantial infrastructure development in the surrounding area, including roadway expansions and nearby commercial or institutional improvements. A channelized right-turn lane is visible encroaching onto the Subject Property in the 2006 imagery; however, by 2010 the roadway feature is no longer present, suggesting roadway realignment or removal. By 2013, the surrounding area appears fully urbanized. No features are observed on the Subject Property during this period that would indicate industrial use, waste disposal activities, or other environmentally significant operations.

#### **2015–2024 (USDA)**

The 2015, 2017, 2019, 2022, and 2024 aerial photographs depict a fully developed urban corridor characterized by established roadways, adjacent commercial development, and airport-related infrastructure. The Subject Property appears vacant within the developed setting, and no historical features indicative of industrial operations, disposal areas, or other environmental concerns are observed.

Review of available historical aerial photographs dated from 1950 through 2024 indicates that the Subject Property remained undeveloped desert land throughout the period of review. Former Route 91 first appears crossing the Subject Property in 1965 and remains visible through 1983, but is no longer present by 1994. Subsequent imagery reflects progressive urbanization of the surrounding area. The aerial record does not depict industrial operations, waste disposal areas, storage yards, or other activities on the Subject Property that would suggest the presence of recognized environmental conditions (RECs). Based on the review of available aerial imagery, no

historical land uses were identified that would be expected to adversely affect the Subject Property.

### 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 Fire Insurance Maps Report indicating no information found for the Subject Property or adjacent properties 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 Western Directory Co, Service Printers, Luskeys, Mullin Kille, Hill-Donnelly, and Digital Business Directory City Directories listings for the following years: 1930, 1934, 1938, 1957, 1961, 1966, 2000, 2002, 2007, 2012, 2016, 2020, 2023, 2024. City directory listings for adjacent properties are summarized below. The ERIS City Directory Abstract is included in Appendix D.

Date(s)	Location	Listings
2020-2024	6509 S Las Vegas Blvd, Las Vegas, NV, 89119 (south-adjointing property)	Lazy Dog Restaurant Bar

A review of available historical city directories was conducted for the Subject Property address: 2621 West Sunset Road. No city directory listings were identified for the Subject Property address.

A review of city directory listings for surrounding properties along West Sunset Road and South Las Vegas Boulevard indicates historical commercial and retail development to the south.

City directory information was not available for the north-adjacent property associated with the trucking storage yard or west-adjacent property used for vehicle parking as observed during the site reconnaissance. Additionally, city directory listings were not available for Harry Reid International Airport, located east of the Subject Property at 5757 Wayne Newton Boulevard; however, publicly available information indicates the airport property has been in operation since 1943.

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 distance 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	0	1	-	-	1
RCRA VSQG	0	.25	0	1	-	-	1
RCRA NON GEN	0	.25	0	1	-	-	1
SHWS	0	1	0	1	1	17	19
SWF/LF	0	.5	0	0	1	-	1
LUST	0	.5	0	1	0	-	1
DELISTED LST	0	.5	0	1	0	-	1
UST	0	.25	0	1	-	-	1
AST SERC	0	.25	0	1	-	-	1
HAZ GEN	0	.5	0	3	1	-	4
UST CLARK	0	.25	0	1	-	-	1
FINDS/FRS	0	.02	2	-	-	-	2
PFAS IND	0	.5	0	0	1	-	1
ALT FUELS	0	.25	1	2	-	-	3

### **Subject Property Listings**

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

### **Adjacent Property Listings**

Adjacent property listings were not identified in the regulatory database search.

### **Other Surrounding Area Listings**

Nineteen corrective action sites (designated "SHWS" in the Radius Map report) were identified within a one-mile radius of the Subject Property. According to the database listings, all SHWS sites have received regulatory closure from the NDEP, indicating the releases have been remediated to the satisfaction of the regulatory agency. Additionally, based on distance and/or the topographical relationship of the listings locations relative to the Subject Property, the reported releases are not RECs in connection with the Subject Property.

One LUST site was identified within a half-mile radius of the Subject Property. According to the database listings, the LUST site has received regulatory closure from the NDEP, indicating the release has been remediated to the satisfaction of the regulatory agency. Additionally, based on distance and the topographical relationship of the LUST site relative to the Subject Property (greater than 500 feet and cross- or downgradient), the reported release is not 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 Subject Property is, and has historically been, undeveloped. There have been no documented operations at the Subject Property that would result in potential vapor intrusion.

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

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

### 6.1 Interviews with Past and Present Owners and Occupants

An interview was conducted with Mr. Daniel Bradley, the current owner of the Subject Property, during the site reconnaissance. Mr. Bradley reported that the Subject Property has been held in a family-owned trust since 1995. According to Mr. Bradley, the property was acquired as a real estate investment and has historically been utilized as a revenue-generating asset through billboard advertising.

Mr. Bradley did not report any prior development or other historical uses of the Subject Property. He indicated that, to the best of his knowledge, the parcel was reportedly owned by an oil company at some point in the past; however, he was unaware of any oil-related operations having occurred on the Subject Property.

### 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). On February 23, 2026, Ms. Jennifer Luther with the SNHD replied by email indicating that the SNHD does not have any files pertaining to the Subject Property. Documentation of the email correspondence from SNHD is included in Appendix F.

#### Building Department Records

The Subject Property is, and has historically been, undeveloped and vacant native desert. No building department records were available.

#### Fire Department

The Clark County 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. Records were not reviewed due to cost and access limitations; however, based on other sources reviewed, this is not considered a significant data gap.

## 7.0 Data Gaps

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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).
- 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

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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	N	N	N	N	
5.0 Records Review	N	N	N	N	
6.0 Interviews	N	N	N	N	

Based on the findings of this assessment, Broadbent does not recommend any additional investigation of the Subject Property at this time.

## 9.0 Conclusion

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Broadbent has conducted this ESA in conformance with the scope and limitations of ASTM Practice E1527-21 for the Subject Property located at 2621 W. Sunset Road, APN 162-32-802-045 & -046, Las Vegas, NV. Exceptions to, or deviations from, this practice are described in Section 1.4 of this report.

This assessment has revealed no recognized environmental conditions in connection with the Subject Property.

## 10.0 Limitations & Reliance

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Broadbent & Associates, Inc. prepared this Phase I Environmental Site Assessment (ESA) for the exclusive use of Clark County Department of Aviation, identified herein as the Client. Reliance on this report by any other party is prohibited without the express written consent of Broadbent & Associates, Inc. and the Environmental Professional.

This Phase I ESA is based on a review of the site description, User-provided information, reasonably ascertainable environmental records, and the results of site reconnaissance and interviews conducted in connection with this assessment. The ESA was performed in general conformance with ASTM International Standard E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, which is described by ASTM International as representing good commercial and customary practice for conducting an environmental site assessment of a property for the purpose of identifying Recognized Environmental Conditions.

The services were performed by qualified environmental professionals practicing in this or similar localities and were conducted using a degree of care and skill ordinarily exercised under similar circumstances at the time the services were performed. No other warranties, express or implied, are made.

This Phase I ESA did not include environmental sampling or laboratory analysis of soil, groundwater, surface water, air, building materials, or other media. As a result, subsurface conditions were not evaluated. It is possible that environmental conditions exist at the Subject Property that were not identified during this assessment. The absence of identified environmental conditions should not be construed as a guarantee that hazardous substances or petroleum products are not present at the Subject Property.

The findings and conclusions presented in this report represent professional opinions based, in part, on information obtained from third parties and sources believed to be reliable at the time of the assessment. Broadbent & Associates, Inc. did not independently verify the accuracy or completeness of all information provided by others unless specifically stated in this report. No investigation can be exhaustive enough to eliminate uncertainty regarding the potential presence of hazardous substances or petroleum products at a property.

The opinions and conclusions presented herein apply only to conditions existing at the time the services were conducted. Broadbent & Associates, Inc. cannot report on or predict future events or conditions that may affect the Subject Property, whether occurring naturally or as a result of the actions of others. Broadbent & Associates, Inc. assumes no responsibility for conditions it was not authorized to investigate or for conditions that were not generally recognized as environmentally unacceptable at the time the assessment was performed. Broadbent & Associates, Inc. is not

responsible for changes in applicable environmental laws, regulations, standards, or practices occurring after completion of the services.

The undersigned represents that the information provided in this report is true and correct to the best of their knowledge and belief, and that they are not aware of any material omissions or misstatements of fact. The undersigned also represents that they have not been provided with any information that would materially affect the accuracy of the information provided in this report.

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## 11.0 References

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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, February 20, 2026. Aerials provided: 1950, 1960, 1965, 1973, 1983, 1994, 2006, 2010, 2013, 2015, 2017, 2019, 2022, 2024.

Environmental Risk Information Services, 1.866.517.5204, info@erisinfo.com, erisinfo.com, February 20, 2026. City Directory provided: 1930, 1934, 1938, 1957, 1961, 1966, 2000, 2002, 2007, 2012, 2016, 2020, 2023, 2024.

Environmental Risk Information Services, 1.866.517.5204, info@erisinfo.com, erisinfo.com, February 20, 2026. ERIS Database Report #26021800821.

Environmental Risk Information Services, 1.866.517.5204, info@erisinfo.com, erisinfo.com, February 20, 2026. ERIS Fire Insurance Maps provided: No records found.

Environmental Risk Information Services, 1.866.517.5204, info@erisinfo.com, erisinfo.com, February 20, 2026. ERIS Topographic Maps provided: 1952, 1967, 1973, 1984, 2012, 2014, 2018, 2021.

**Figure 1 Subject Property Location Map**

**EXHIBIT G**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

## ASSIGNMENT AND ASSUMPTION OF AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated \_\_\_\_\_, 2026 ("Agreement") is made by and between VLR RE, LLC ("Assignor"), and County of Clark, a political subdivision of the State of Nevada, through its Department of Aviation ("Assignee").

WHEREAS, Assignor, as seller, and Assignee, as buyer, entered into that certain Purchase and Sale Agreement ("Purchase Agreement") dated \_\_\_\_\_, 2026, for the purchase and sale of that certain real "Property" as defined in the Purchase Agreement;

WHEREAS, a portion of the Property is subject to those certain lease agreements, as described on Schedule 1 attached hereto and made a part hereof (the "Leases"), pursuant to which Assignor, as landlord, leases the Property to the tenant named in such Leases (the "Tenant");

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Leases to Assignee, and Assignee desires to assume the duties and obligations of the Assignor with respect to the Leases, effective in each case as of the date hereof.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the Purchase Price as defined in the Purchase Agreement, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Effective as the date hereof, Assignor does hereby assign to Assignee all of the Assignor's right, title and interest, if any, in and to the Leases.
2. Assignee hereby accepts the foregoing assignment and hereby assumes all duties and obligations of Assignor with respect to the Leases for the period on and after the date of this Agreement.
3. This Agreement shall be (a) binding upon, and inure to the benefit of, the parties to this Agreement and their respective heirs, legal representatives, successors, and assigns, and (b) construed in accordance with the laws of the jurisdiction in which the Property is located, without regard to the application of choice of law principles, except to the extent such laws are superseded by federal law.
4. Despite the assignment of this Agreement, the Assignee is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on Assignee property; insurance; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on the Assignee.
5. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument. This Agreement may also be executed

by an email or electronic signature having the same force and effect as if this Agreement had been executed by the actual signature of any party.

6. The recitals set forth above, and all exhibits attached hereto, shall be incorporated into this Agreement as if set forth in full.

IN WITNESS WHEREOF, this Agreement has been signed and delivered by the parties hereto as of the date first above written.

**ASSIGNOR:**

VLR RE, LLC

BY: \_\_\_\_\_

PRINT: Daniel M. Bradley II

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ASSIGNEE:**

County of Clark, a political subdivision of the State of Nevada, through its Department of Aviation

BY: \_\_\_\_\_

PRINT: James C. Chrisley

TITLE: Director of Aviation

DATE: \_\_\_\_\_

**SCHEDULE 1 TO AGREEMENT**

1. Billboard Lease Agreement, dated April 1, 2016, by and between Rieger Family Trust dated January 23, 2015, as successor in interest to the Rieger1982 Revocable Trust, and the Lamar Companies for a portion of Assessor's Parcel Number 162-32-802-045.

**SCHEDULE 2 TO AGREEMENT**

ASSESSOR'S PARCEL NUMBER:  
162-32-802-045 and 162-32-802-046

RECORDING REQUESTED BY AND WHEN  
RECORDED MAIL TO:

Clark County Department of Aviation  
Business/Commercial Development  
Attn: Real Estate Manager  
P.O. Box 11005  
Las Vegas, Nevada 89111  
(702) 261-5509

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**MEMORANDUM OF ASSIGNMENT AGREEMENT**

THIS MEMORANDUM OF ASSIGNMENT AGREEMENT ("Memorandum") is made and entered into as of \_\_\_\_\_, 2026, by and between VLR RE, LLC (the "Assignor"), and County of Clark, a political subdivision of the State of Nevada, and County of Clark, a political subdivision of the State of Nevada, through its Department of Aviation ("Assignee").

**RECITALS**

WHEREAS, Assignor and Assignee have entered into that certain unrecorded Assignment and Assumption Agreement dated as of \_\_\_\_\_, 2026 ("Agreement"); and

WHEREAS, the Property is subject to the Leases and Assignor and Assignee desire to provide notice that the Leases have been assigned to and assumed by Assignee pursuant to the Agreement.

NOW, THEREFORE, in consideration of mutual promises and representations made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

**AGREEMENT**

1. Assumption of Leases. The Leases have been assigned to and assumed by Assignee subject to the terms and conditions set forth in the Agreement.
2. The terms and conditions of the Agreement are incorporated herein by this reference. This Memorandum is prepared and recorded for the purpose of putting the public on notice of the Agreement, and this Memorandum in no way modifies the terms and conditions of the Agreement. In the event of any inconsistency between the terms and conditions of this

Memorandum and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.

3. This Memorandum may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.
4. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.
5. The recitals set forth above, and all exhibits attached hereto, shall be incorporated into this Memorandum as if set forth in full.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Memorandum effective as of the date first written above.

CLARK COUNTY, NEVADA  
a political subdivision of the State of Nevada  
through its Department of Aviation

By: \_\_\_\_\_  
James C. Chrisley  
Director of Aviation

VLR RE, LLC  
a Nevada limited liability company

By: \_\_\_\_\_  
Daniel M. Bradley II  
Manager

APPROVED AS TO FORM:  
Steven B. Wolfson, District Attorney

By: \_\_\_\_\_  
Sherry Rose  
Senior Attorney

STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

On this \_\_\_ day of \_\_\_\_\_, 2026, before me the undersigned, a Notary Public, in and for said County and State, personally appeared James C. Chrisley, who acknowledged to me that he executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC  
in and for said County and State

My Commission expires \_\_\_\_\_  
{SEAL}

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2026, before me the undersigned, a Notary Public, in and for said County and State, personally appeared Daniel M. Bradley II, who acknowledged to me that he executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC  
in and for said County and State

My Commission expires \_\_\_\_\_  
{SEAL}

**EXHIBIT A**

**LEGAL DESCRIPTION**

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

Parcel 162-32-802-045

Government Lot Twenty-two (22) in Section 32, Township 21 South, Range 61 East, M.D.M.

EXCEPTING THEREFROM a strip of land of varying width over and across a portion of the East Half (E1/2) of the Southeast Quarter of the Southeast Quarter (SE1/4) of Section 32, Township 21 South, Range 61 East, M.D.M., described as follows:

Beginning at the Southeast corner of said parcel which is located 200.00 feet South 89°02'25" West of the Southeast corner of said Section 32; Thence South 89°02'25" West, a distance of 80.05 feet along the South boundary of said Section 32 to a point 100.00 feet left and at right angles to the "RA" centerline of the South approach to Las Vegas Strip; Thence North 11°56'32" East, a distance of 126.18 feet to a point on the boundary line between United States Government Lots 22 and 21; Thence North 89°02'25" East, a distance of 51.91 feet along said boundary line between said Lots 22 and 21 to a point on the right of way line on the left or Westerly side of U.S. 91; Thence South 0°56'38" East, a distance of 123.00 feet to the point of beginning, as described in that certain Final Order of Condemnation recorded December 1, 1966 in Book 761 as Document No. 611905 and recorded January 9, 1967 in Book 769 as Document No. 618372 of Official Records.

FURTHER EXCEPTING THEREFROM the South 33 feet of said land as conveyed to Clark County by Grant, Bargain, Sale Deed recorded August 25, 1986 in Book 860825 as Document No.00832 of Official Records.

FURTHER EXCEPTING THEREFROM that portion of said parcel granted to the County of Clark by Final Order of Condemnation recorded September 22, 2011, in Book 20110922, Instrument No. 0002576, Official Records.

Parcel 162-32-802-046

Government Lot Sixty-six (66) in Section 32, Township 21 South, Range 61 East, M.D.M.

FURTHER EXCEPTING THEREFROM the South 33 feet of said land as conveyed to Clark County by Grant, Bargain, Sale Deed recorded August 25, 1986 in Book 860825 as Document No.00832 of Official Records.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<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
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b> VLR RE, LLC						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b> 2777 Paradise Rd, unit 1406			<b>Website:</b>			
<b>City, State and Zip Code:</b> Las Vegas, NV. 89109			<b>POC Name:</b> Daniel Bradley, <b>Email:</b> danbradley6@icloud.com			
<b>Telephone No:</b> 702-743-2603			<b>Fax No:</b> N/a			
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>			<b>Website:</b>			
<b>City, State and Zip Code:</b>			<b>Local Fax No:</b>			
<b>Local Telephone No:</b>			<b>Local POC Name:</b> <b>Email:</b>			

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)
Daniel M. Bradley II	Manager Member	100%

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

- 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.)
- 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.

	Daniel M Bradley II
Signature	Print Name
Manager Member	04/21/2026
Title	Date

## 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			

\* 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