

**DEPARTMENT OF THE AIR FORCE**  
**GRANT OF EASEMENT**  
**FOR**  
**CLARK COUNTY DEPARTMENT OF PUBLIC WORKS**  
**ON**  
**NELLIS AIR FORCE BASE, NEVADA**

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**DEPARTMENT OF THE AIR FORCE****GRANT OF EASEMENT****PREAMBLE**

**THE UNITED STATES OF AMERICA**, acting by and through the Secretary of the Air Force (the "Government"), under and pursuant to the authority granted in 10 U.S.C. § 2668, the Secretary of the Air Force having determined that no more land than needed for the Easement is included herein and that the granting of this Easement is not against the public interest, for good and valuable consideration, the receipt of which is acknowledged, does hereby grant and convey to the County of Clark, a political subdivision, duly incorporated in the State of Nevada and authorized to do business in this State (the "Grantee"), a nonexclusive Easement to install, add to, modify, reconstruct, operate, maintain and repair a traffic signal system and related appurtenances, including, but not limited to, traffic signal poles, pedestrian poles, pole foundations, signal mast arms, signal assemblies, detector loops, conduits, wiring, street lights, cabinets, pull boxes, pavement markings, traffic control devices, sidewalk ramps and related appurtenances, hereafter collectively "Traffic Signal System," on, over, under, and across the property on at East Craig Road and Salmon Drive at Nellis Air Force Base (AFB), Nevada, as described in Exhibit A and depicted on Exhibit B (the "Easement Area"). The Grantor and Grantee may be referred to as Parties or separately as a Party.

**BASIC TERMS****1. TERM****1.1 Term.**

This Grant shall be for a term of 25 years commencing 1<sup>st</sup> of November 2021 and ending 1st November 2046 unless sooner terminated.

**1.2 Termination.**

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

**2. RENT****2.1** This is a no cost easement.

### **3. CORRESPONDENCE**

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

**GOVERNMENT:**

99 CES/CEIAP  
6020 Beale Ave, Ste. 108  
Nellis AFB, NV 89191

**GRANTEE:**

Clark County Department of Public Works  
Traffic Management Division  
ATTN: Anthony Ramos, P.E.  
500 S. Grand Central Pkwy., Ste. 2001  
Las Vegas, NV 89155-4000

### **4. USE OF EASEMENT AREA**

#### **4.1 Permitted Uses.**

The Grantee shall use the Easement Area solely for the purposes of installing, adding to, modifying, reconstructing, operating maintaining and repairing the Traffic Signal System. Grantee's use of the Easement Area shall comply, at Grantee's sole cost and expense, with all Applicable Laws, as defined in Section 25.1.1 below. The Grantee shall not use or occupy the Easement Area in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Government.

#### **4.2 Grantee Access.**

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

#### **4.3 Government's Right of Access And Inspection.**

Government shall have the right to enter the Easement Area at any time and shall have the right to reasonably inspect Grantee's use of it and any of Grantee's improvements or property placed thereon, without notice. Government shall have the right to enter the Premises at any time and shall have the right to reasonably inspect the Premises and Grantee's property placed thereon. In accepting the privileges and obligations established hereunder, Grantee recognizes that the Installation serves the national defense and that Government will not permit the Grantee to interfere with the Installation's military mission. This Installation is an operating military Installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797 and of 18 U.S.C. § 1382. Access to the Installation is subject to the

control of the Installation Commander and is governed by such regulations and orders. Any access granted to Grantee, its officers, employees, partners, members, contractors of any tier, agents, invitees, others who may be on the Premises at their invitation, or assignees ("Grantee Parties") is subject to such regulations and orders. This Easement is subject to all regulations and orders currently promulgated or which may be promulgated by lawful authority as well as all other conditions contained in this Easement. Violation of any such regulations, orders, or conditions may result in the termination of this Easement. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of those entering. Grantee is responsible for the actions of Grantee Parties while on the Installation.

#### **4.4 Government's Reasonable Regulation.**

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

#### **4.5 No Obstructions.**

Neither party shall use the property nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on, under, or over the Easement Area that will unreasonably interfere with the other Party's use of the premises, as set out in this Easement or its reservations.

#### **4.6 Limitation Of Grantee Rights.**

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

### **5. ABANDONMENT OR TERMINATION OF EASEMENT**

#### **5.1 Termination.**

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

#### **5.2 Remedies For Non-Compliance.**

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

## **OPERATION OF THE EASEMENT AREA**

### **6. EASEMENTS AND RIGHTS OF WAY**

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

### **7. CONDITION OF EASEMENT AREA**

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

### **8. MAINTENANCE OF EASEMENT AREA**

#### **8.1 Maintenance of Easement Area.**

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

#### **8.2 Damage to Government Property.**

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

### **9. TAXES**

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

## **10. INSURANCE**

### **10.1 Risk of Loss.**

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

### **10.2 Grantee Insurance Coverage.**

The Grantee self insures pursuant to NRS Chapter 41.

### **10.3 Contractor Insurance Coverage.**

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

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

**10.3.1.1** Commercial general liability and business auto liability insurance required pursuant to Paragraph 10.2.1 shall be maintained for the limits specified and shall provide coverage for the mutual benefit of the Grantee and the Government as an additional insured with equal standing with the named insured for purposes of submitting claims directly with the insurer

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

### **10.4 General Requirements.**

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

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

#### **10.5 Evidence of Insurance.**

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

#### **10.6 Damage or Destruction of Easement Area.**

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

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

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

**10.6.3** In the event of damage to or interference with the Easement Area, or excusable delay, or any other event that may impact the operations of the Traffic Signal System, the Traffic Signal System may not be functional and access, ingress and egress to the Installation may not be able to be controlled by the Traffic Signal System.

## **11. ALTERATIONS**

### **11.1 Alterations.**

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

## **12. COSTS OF UTILITIES/SERVICES**

**12.1** The Grantee shall be responsible for all utilities associated with the operation of the Traffic Signal System within the Easement Area without cost to the Government.

## **13. RESTORATION**

### **13.1 Grantee's Removal Obligation.**

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

### **13.2 Government Restoration of Easement Area.**

If Grantee fails to timely satisfy its removal and restoration obligations, then at Government's option, Grantee's improvements and personal property located on the Easement Area shall either become Government's property without compensation therefore or the Government may cause them to be removed or destroyed and the Easement Area to be so restored at the expense of Grantee, and no claim for damages against Government, its officers, employees, agents, or contractors shall be created by or made on account of such removal or

destruction and restoration work. Grantee shall reimburse Government for any expenses it incurs to restore the Easement Area to the condition required by this grant within thirty (30) days after the Government provides written notice to Grantee of the reimbursement amount together with reasonable documentary support of the reimbursement amount.

## **CHANGES IN OWNERSHIP OR CONTROL**

### **14. ASSIGNMENT**

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

### **15. LIENS AND MORTGAGES**

#### **15.1 Prohibition Against Liens and Mortgages on the Easement Area.**

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

## **ENVIRONMENT**

### **16. ENVIRONMENTAL PROTECTION**

#### **16.1 Compliance with Applicable Laws.**

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

#### **16.2 Environmental Permits.**

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

**16.3 Liability.**

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

**16.4 Government Caused Environmental Damage.**

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

**16.5 Records Maintenance and Accessibility.**

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

**16.6 Grantee Response Plan.**

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

**16.7 Pesticide Management.**

Any pesticide use will require prior Government approval.

**16.8 Protection of Environment and Natural Resources.**

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

**16.9 Pesticides and Pesticide Related Chemicals in Soil.**

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

**17. RESERVED.**

## **18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT**

### **18.1 Compliance With Health and Safety Plan.**

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

### **18.2 Occupational Safety and Health.**

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

## **19. HISTORIC PRESERVATION**

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

## **20. INSTALLATION RESTORATION PROGRAM (IRP)**

### **20.1 IRP Records.**

On or before the Commencement Date, the Government shall provide the Grantee access to Administrative Record and Information Repository applicable to the Easement Area, if any, and thereafter shall provide to the Grantee a copy of any amendments to or restatements of Administrative Record documents affecting the Easement Area. If the Installation has been listed on the National Priorities List (NPL) at the time this Easement is granted, or is listed subsequent to the granting of this Easement, the Government will provide the Grantee with a copy of any Federal Facility Agreement (FFA) that is entered into between the Government and the U.S. Environmental Protection Agency (USEPA), along with any amendments to the FFA when they become effective. Should any conflict arise between the terms of the FFA as it may be amended and the provisions of this Easement, the terms of the FFA shall govern.

**20.2 No Liability for Interference.**

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

**20.3 Government Right of Entry.**

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

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

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

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

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

**20.4 Access For Restoration**

**20.4.1** Nothing in this Easement shall be interpreted as interfering with or otherwise limiting the right of the DAF and its duly authorized officers, employees, contractors of any tier, agents, and invitees to enter upon the Easement Area for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an Federal Facility Agreement (FFA) or required to implement the IRP conducted under the provisions of 10 U.S.C. §§ 2701-

2705. The Grantee shall provide reasonable assistance to the DAF to ensure DAF's activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

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

## **21. ENVIRONMENTAL BASELINE SURVEY / ENVIRONMENTAL CONDITION OF PROPERTY**

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

## **GENERAL PROVISIONS**

### **22. GENERAL PROVISIONS**

#### **22.1 Covenant Against Contingent Fees.**

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

**22.2 Officials Not to Benefit.**

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

**22.3 Nondiscrimination.**

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

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

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

**22.4 Gratuities.**

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

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

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

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

**22.5 No Joint Venture.**

Nothing contained in this Easement will make, or shall be construed to make, the Parties' partners or joint venturers with each other,. Nothing in this Easement will render, or be construed

to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

#### **22.6 Records and Books of Account.**

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

#### **22.7 Remedies Cumulative; Failure of Government to Insist on Compliance.**

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

#### **22.8 Counterparts.**

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

#### **22.9 Personal Pronouns.**

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

#### **22.10 Entire Agreement.**

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

#### **22.11 Partial Invalidity.**

If any term or provision of this Easement, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Easement, or the application of the term or provision to persons or circumstances other than those for which the term or provision is held invalid or unenforceable, will not be affected by the application, and

each remaining term or provision of this Easement will be valid and will be enforced to the fullest extent permitted by law.

**22.12 Interpretation of Easement.**

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

**22.13 Identification of Government Agencies, Statutes, Programs, and Forms.**

Any reference in this Easement, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor or similar department, agency, statute, regulation, program, or form.

**22.14 Approvals.**

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

**22.15 Third-Party Beneficiaries.**

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

**22.16 No Individual Liability of Government Officials.**

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

**22.17 Excusable Delays.**

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

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

## **23. SPECIAL PROVISIONS**

**Reserved.**

## **24. RIGHTS NOT IMPAIRED**

### **24.1 Rights Not Impaired.**

Nothing contained in this Easement shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Government over the Easement Area relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

### **24.2 Installation Access.**

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

### **24.3 Permanent Removal and Barment.**

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

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

#### **24.4 No Diminishment of Rights.**

Except as provided in Paragraph 24.1, nothing in this Easement shall be construed to diminish, limit, or restrict any right of the Grantee under this Easement, or the rights of any assignees, licensees, or invitees as prescribed under their easements or Applicable Laws.

### **25. APPLICABLE LAWS**

#### **25.1 Compliance With Applicable Laws.**

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

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

#### **25.2 Permits, Licenses, and Approvals.**

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

#### **25.3 No Waiver of Sovereign Immunity.**

Nothing in this Easement shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity. Only laws and regulations applicable to the Easement Area under the Constitution and statutes of the United States are covered by this Paragraph. The United States presently exercises proprietary jurisdiction over the Easement Area.

#### **25.4 Grantee Responsibility for Compliance.**

Responsibility for compliance as specified in this Paragraph 25 rests exclusively with the Grantee. The Government assumes no enforcement or supervisory responsibility, except with respect to matters committed to its jurisdiction and authority. The Grantee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines,

penalties, or other sanctions and remedial costs related to the Grantee's use and occupation of the Easement Area.

#### **25.5 Grantee Right to Contest.**

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

### **26. AVAILABILITY OF FUNDS**

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

### **27. CONGRESSIONAL REPORTING**

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

### **28. AMENDMENTS**

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

### **29. LIABILITY**

#### **29.1 No Government Liability.**

Except as otherwise provided in this Easement, the Government shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Easement Area, or the use and occupation of the Easement Area, or for damages to the property of the Grantee, or injuries or death of the Grantee's officers, agents, servants, employees, or others who may be on the Easement Area at their invitation or the invitation of any one of them, unless said damage, injury or liability is attributable to the negligence, gross negligence or willful misconduct of the Government, but only to the extent provided by the Federal Tort Claims Act.

#### **29.2 Grantee Liability.**

Except as otherwise provided in this Easement, the Grantee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Easement Area by the Grantee, the Grantee's officers, agents, servants, employees, or others who may be on the Easement Area at the Grantee's invitation or the invitation of any of the Grantee's officers, agents, servants, or employees (the "Grantee Parties") (excluding those employees or agents of the Government who are on the Easement Area for the purpose of performing official duties), or the activities conducted by or on behalf of the Grantee Parties under this Easement. Except as otherwise expressly provided herein, the Grantee expressly waives all

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

### **30. ENTIRE AGREEMENT**

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

### **31. CONDITION AND PARAGRAPH HEADINGS**

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

### **32. STATUTORY AND REGULATORY REFERENCES**

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

### **33. PRIOR AGREEMENTS**

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

### **34. EXHIBITS**

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

Exhibit A – Description of Premises

Exhibit B – Map of Premises

Exhibit C – Physical Condition Report

Exhibit D – Environmental Baseline Survey

IN WITNESS WHEREOF, I have hereunto set my hand the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

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

By: \_\_\_\_\_  
TODD R. DYER, Colonel, USAF  
Commander, Nellis AFB, NV

STATE OF NEVADA

SS.

COUNTY OF CLARK

This document was acknowledged before me, the undersigned Notary Public, by Marilyn Kirkpatrick, Chair, Board of County Commissioners, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

{Seal}

ACCEPTANCE

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

DATED: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GRANTEE:

CLARK COUNTY, NEVADA

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

Marilyn Kirkpatrick  
Chair, Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Lynn Marie Goya  
County Clerk

APPROVED AS TO FORM:


  
\_\_\_\_\_  
Laura C. Rehfeldt  
Deputy District Attorney

EXHIBIT A  
DESCRIPTION OF PREMISES  
(See attached)

**EXHIBIT B**  
**MAP OF PREMISES**  
**(See attached)**

Instrument Number: \_\_\_\_\_

EXHIBIT C  
PHYSICAL CONDITION REPORT  
(See attached)

Instrument Number: \_\_\_\_\_

EXHIBIT D

ENVIRONMENTAL BASELINE SURVEY

(See attached)

APN: 140-05-501-001

**EXHIBIT 'A'**

**LEGAL DESCRIPTION**

A PORTION OF LAND AS DESCRIBED IN A DEED RECORDED IN BOOK 130, INSTRUMENT NUMBER 00106955, OFFICIAL RECORDS, CLARK COUNTY, NEVADA AND SITUATED WITHIN THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 5; THENCE NORTH 00°15'27" EAST, ALONG THE EASTERLY LINE THEREOF, 119.04 FEET TO THE CENTERLINE INTERSECTION OF NELLIS BOULEVARD AND CRAIG ROAD; THENCE SOUTH 88°51'25" WEST, DEPARTING SAID EASTERLY LINE AND ALONG THE CENTERLINE OF CRAIG ROAD, 1625.85 FEET; THENCE NORTH 01°08'35" WEST, 60.00 FEET TO THE NORTHERLY LINE OF THAT CERTAIN 7' UNRECORDED EASEMENT FOR ROAD OR STREET PER THE DEPARTMENT OF AIR FORCE DACA 09-2-75-246 DATED AUGUST 1, 1975, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 88°51'25" WEST, ALONG SAID NORTHERLY EASEMENT LINE, 161.09 FEET; THENCE NORTH 1°08'35" WEST, DEPARTING SAID NORTHERLY EASEMENT LINE, 3.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 1°08'35" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 87°55'16", AN ARC LENGTH OF 46.04 FEET; THENCE NORTH 0°56'09" EAST, 21.09 FEET; THENCE SOUTH 89°03'51" EAST, 18.00 FEET; THENCE NORTH 0°56'09" EAST, 45.94 FEET; THENCE SOUTH 89°03'51" EAST, 11.00 FEET; THENCE SOUTH 0°56'09" WEST, 77.90 FEET; THENCE NORTH 88°51'25" EAST, 45.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 63°10'40" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 64°19'15", AN ARC LENGTH OF 33.68 FEET; THENCE NORTH 88°51'25" EAST, 30.00 FEET; THENCE SOUTH 1°08'35" EAST, 3.00 FEET TO THE POINT OF BEGINNING.

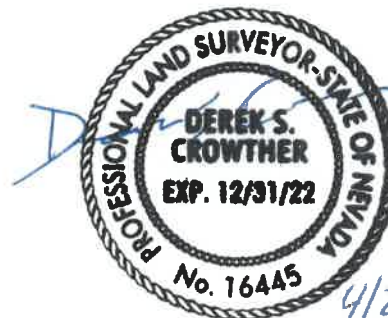
CONTAINING 3,510 SQUARE FEET (0.08 ACRES), MORE OR LESS.

**BASIS OF BEARING**

NORTH 89°00'46" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., AS SHOWN ON THE MAP THEREOF IN FILE 86 OF SURVEYS, PAGE 79, ON FILE AT THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE.

(SEE EXHIBIT 'B' ATTACHED HERETO AND  
BY THIS REFERENCE MADE A PART HEREOF)

DEREK S. CROWTHER, PLS  
NEVADA LICENSE NO. 16445  
2270 CORPORATE CIRCLE, SUITE 200  
HENDERSON, NEVADA 89074  
(702) 551-0326



SHEET 1 OF 1

APN: 140-05-501-001

## EXHIBIT 'B'

SECTION 5,  
TOWNSHIP 20 SOUTH  
RANGE 62 EAST, M.D.M.

APN: 140-05-501-001  
OWNER: USA



TRAFFIC CONTROL  
DEVICE EASEMENT  
AREA SEE DETAIL  
SHEET 2 OF 2

7' UNRECORDED EASEMENT FOR ROAD  
OR STREET PER DEPARTMENT OF AIR  
FORCE DACA 09-2-75-246  
DATED AUGUST 1, 1975.

FOUND 3.5" BRASS CAP  
IN WELL STAMPED  
"NDOT STA 58+80"

POINT OF  
BEGINNING

1014.08'  
S88°51'25"W

FOUND 3.5" BRASS CAP  
IN WELL STAMPED  
"NDOT STA 32+40.39"

CRAIG ROAD

120' R/W  
60'

1625.85'  
2639.93'

POINT OF  
COMMENCEMENT

119.04'  
N00°15'27"E

N89°00'46"E  
(BASIS OF BEARINGS)

2647.15'

LAMONT  
STREET

CENTER  
1/4  
SEC 5

FOUND 2" BRASS CAP  
IN WELL STAMPED  
"PLS 10160 - 2012"

PUBLIC RIGHT-OF-WAY  
PER 0642:0601803 &  
0520:0418635 &  
412:371999 O.R.

2790 Corporate Circle  
Rm. 200  
Boulder, CO 80504-4302  
Telephone: 702/263-7273  
Fax: 702/263-7200

**ATKINS**

### LINE TABLE

LINE	DIRECTION	LENGTH
L1	N01°08'35"W	60.00'

FOUND 1.5"  
ALUMINUM CAP  
STAMPED "PLS 8421"

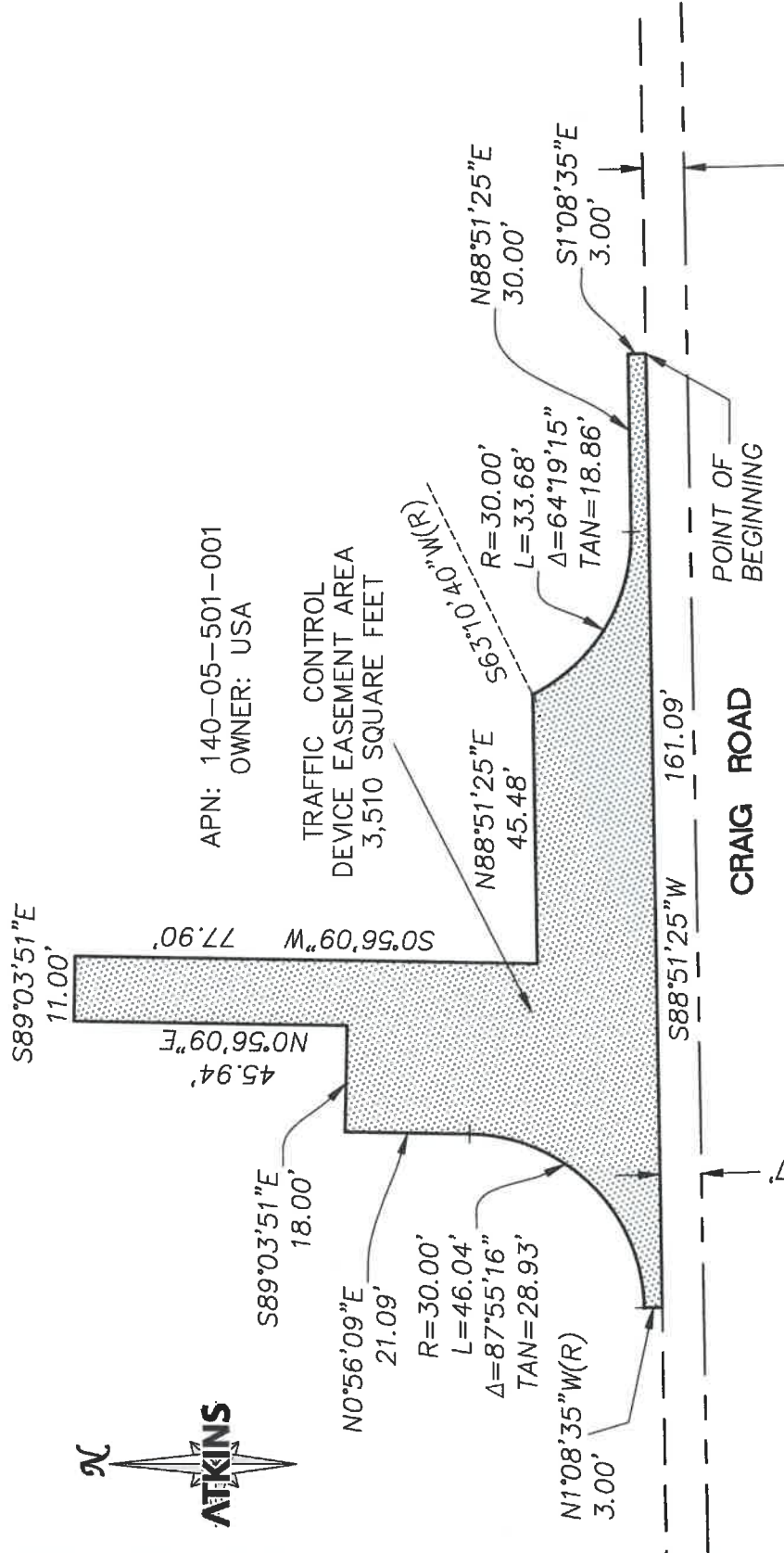
CLARK COUNTY PUBLIC WORKS SIGNAL IMPROVEMENTS  
TRAFFIC CONTROL DEVICE EASEMENT

JOB NO. 100067667  
DRAWN DSC  
SHEET NO. 1 OF 2  
CHECKED EC  
DATE 4/26/21  
SCALE 1"=100'

APN: 140-05-501-001

## EXHIBIT 'B'

SECTION 5,  
TOWNSHIP 20 SOUTH  
RANGE 62 EAST, M.D.M.



7' UNRECORDED EASEMENT FOR ROAD  
OR STREET PER DEPARTMENT OF AIR  
FORCE DACA 09-2-75-246  
DATED AUGUST 1, 1975.

**ATKINS**  
2270 Corporate Circle  
Suite 200  
Folsom, CA 95744-4302  
Telephone: 707/253-7273  
Fax: 707/253-7200

CLARK COUNTY PUBLIC WORKS SIGNAL IMPROVEMENTS  
TRAFFIC CONTROL DEVICE EASEMENT

JOB NO.	100067667	DRAWN	DSC	DATE	4/26/21
SHEET NO.	2 OF 2	CHECKED	EC	SCALE	1"=30'

X:\Survey Southern Nevada\Projects\100067667 - CPW TRAFFIC SIGNALS 2019\1 - CRAIG & SALMON - TASK 001\04\Legal and Exhibits\100067667 TCEP LEGAL.dwg

# CLOSURE REPORT

**CLARK COUNTY TRAFFIC IMPROVEMENTS  
CRAIG AND SALMON  
TRAFFIC CONTROL DEVICE EASEMENT  
JOB # 100067667  
1-7-20**

North: 652746.1270' East: 298299.4305'

**Segment #1 : Line**

Course: S88° 51' 25"W Length: 161.09'  
North: 652742.9135' East: 298138.3726'

**Segment #2 : Line**

Course: N1° 08' 35"W Length: 3.00'  
North: 652745.9129' East: 298138.3127'

**Segment #3 : Curve**

Length: 46.04' Radius: 30.00'  
Delta: 087° 55' 16" Tangent: 28.93'  
Chord: 41.65' Course: N44° 53' 47"E  
Course In: N1° 08' 35"W Course Out: S89° 03' 51"E  
RP North: 652775.9069' East: 298137.7143'  
End North: 652775.4171' East: 298167.7104'

**Segment #4 : Line**

Course: N0° 56' 09"E Length: 21.09'  
North: 652796.5043' East: 298168.0549'

**Segment #5 : Line**

Course: S89° 03' 51"E Length: 18.00'  
North: 652796.2103' East: 298186.0525'

**Segment #6 : Line**

Course: N0° 56' 09"E Length: 45.94'  
North: 652842.1441' East: 298186.8028'

**Segment #7 : Line**

Course: S89° 03' 51"E Length: 11.00'  
North: 652841.9645' East: 298197.8013'

**Segment #8 : Line**

Course: S0° 56' 09"W Length: 77.90'  
North: 652764.0749' East: 298196.5290'

Segment #9 : Line

Course: N88° 51' 25"E Length: 45.48'

North: 652764.9821' East: 298242.0000'

Segment #10 : Curve

Length: 33.68' Radius: 30.00'

Delta: 064° 19' 15" Tangent: 18.86'

Chord: 31.94' Course: S58° 58' 57"E

Course In: N63° 10' 40"E Course Out: S1° 08' 35"E

RP North: 652778.5189' East: 298268.7723'

End North: 652748.5235' East: 298269.3729'

Segment #11 : Line

Course: N88° 51' 25"E Length: 30.00'

North: 652749.1219' East: 298299.3669'

Segment #12 : Line

Course: S1° 08' 35"E Length: 3.00'

North: 652746.1225' East: 298299.4267'

Perimeter: 496.21' Area: 3510.03 Sq. Ft.

Error Closure: 0.0059 Course: S40° 08' 36"W

Error North: -0.00448 East: -0.00378

Precision 1: 83066.10

**FINAL**

**PHASE I ENVIRONMENTAL BASELINE SURVEY CRAIG  
ROAD NELLIS LANDING TRAFFIC LIGHT  
NELLIS AIR FORCE BASE  
CLARK COUNTY, NEVADA**



**JANUARY 2021**

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**Environmental Baseline Survey  
Craig Road Nellis Landing Traffic Light,  
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**EXECUTIVE SUMMARY**

**E.1 Property Identification**

The easement request is for two sites located on the East and West sides of Salmon Drive. Latitude 36 14' 26" N, Longitude -115° 4' 5" W, in a portion of Section 5, Township 20 South, Range 62 East, Mount Diablo Meridian, Clark County, Nevada.

**E.2 Subject property History and Operations**

Review of the area dating back to 1943 to the present.

In 1943, both East and West Sites are undisturbed desert.

In 1951, both East and West Sites are undisturbed desert.

In 1957, both East and West Sites are undisturbed desert.

In 1958, both East and West Sites are undisturbed desert.

In 1969, both East and West Sites are undisturbed desert.

In 1973, Craig Road is a two lane asphalt road. Salmon Drive is a two lane asphalt road intersecting Craig Road. Salmon Drive is an entrance into the Nellis Base housing, Area III.

In 1984, Craig Road is a two lane asphalt road. Salmon Drive is a two lane asphalt road intersecting Craig Road. Salmon Drive is an entrance into the Nellis Base housing, Area III.

In 1990, Craig Road has expanded to a six lane asphalt road. Salmon Drive is a two lane asphalt road intersecting Craig Road. Salmon Drive is an entrance into the Nellis Base housing, Area III.

In 1991 to present, Craig Road has been expanded to a six lane asphalt road. Salmon Drive is a two lane asphalt road intersecting Craig Road. Salmon Drive is an entrance into the Nellis Base housing, Area III.

**E.3 Proposed Future Use**

This Phase I Environmental Baseline Survey (EBS) report was prepared to support the proposed 25 year easement of USAF property to allow Clark County and NV Energy access to construct, install, and maintain traffic signal on Craig Road and Salmon Drive.

**E.4 Factors Evaluated**

Factors evaluated include the following records: Federal, State, County, and Nellis AFB Compliance records, Cultural Resources Inventory, Environmental Restoration Program (ERP), Asbestos, Lead-Based Paint, Hazardous Substances, Storage Tanks, Water Resources, Natural Resources, and U.S. Environmental Protection Agency (EPA) web subject property.

**E.5 Property Categorization**

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**Environmental Baseline Survey  
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**E.6 Findings and Recommendations**

Based on this survey no recognized environmental conditions were identified in connection with the action.

Category 1: An area or real property where no storage, release, or disposal of hazardous substances or petroleum products or their derivatives has occurred into the environment or structures or disposed on the subject property (including migration of these substances from adjacent properties).

**Environmental Baseline Survey  
Craig Road Nellis Landings Traffic  
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**1.0 PURPOSE OF THE ENVIRONMENTAL BASELINE SURVEY**

**1.1 INTRODUCTION**

An EBS is required by Air Force Instruction (AFI) 32-7020 Environmental Restoration Program, for documentation of the nature, magnitude, and extent of any environmental contamination of property or interests in real property considered for disposal. This document serves as a baseline reference for the Air Force by specifically identifying the conditions of the subject property. The preparation of an EBS is required by Department of Defense (DOD) policy before any property can be sold, leased, transferred, or acquired. This EBS was prepared in accordance with guidance provided in AFI 32-7020, Environmental Restoration Program (U.S. Air Force, 2020) to document the environmental condition of proposed Lease. An EBS documents the environmental condition of real property resulting from the storage, release, and disposal of hazardous substances, and/or petroleum substances and their derivatives, over an installation's history, as well as facility disclosure factors (e.g., asbestos- containing material [ACM], polychlorinated biphenyls [PCBs], radon, lead-based paint [LBP], pesticides) and cultural, biological, and other physical factors. An EBS also establishes a baseline of the environmental condition of the property at the time of lease or transfer for use by the Air Force in making decisions concerning real property transactions.

The information presented in this EBS is complete and accurate as of January 2021.

This EBS is based on available environmental information related to the Traffic Signal sites and surrounding area.

**1.2 BOUNDARIES OF THE PROPERTY AND SURVEY AREA**

Two approximately 120 square foot parcels (the subject property is hereafter referred to as the East parcel and West parcel respectively) in two tracts was evaluated for the proposed easement of the property to Clark County and NV Energy for the construction, installation, and maintenance of traffic signal at the intersection of Craig Road and Salmon Drive. A sketch map of the proposed subject property boundaries provided by USAF can be found in Figure 3 (Appendix B).

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## **SECTION 2.0 SURVEY METHODOLOGY**

### **2.1 APPROACH AND RATIONAL**

This document will determine the nature, magnitude, and extent of any environmental contamination of property or interests in real property considered for lease. It will also identify potential environmental contamination liabilities associated with a transaction and establish environmental due diligence. In addition, this report will develop information to assess health and safety risks in order to protect human health and the environment. The 99 CES/CENPP Environmental Planner conducted a visual subject property inspection, interviewed personnel and reviewed documentation.

This EBS report categorizes the presence of hazardous substances or petroleum products or their derivatives for the subject properties into one of the following:

Category 1: An area or real property where no storage, release, or disposal of hazardous substances or petroleum products or their derivatives has occurred into the environment or structures or disposed on the subject property (including migration of these substances from adjacent property).

Category 2 – Only storage has occurred. Property where hazardous or petroleum products or their derivatives were stored, but no release, disposal or migration from adjacent areas occurred.

Category 3 – An area or real property where release, disposal, or migration or some combination thereof, of hazardous substances has occurred, but at concentrations that do not require a removal or remedial action.

Category 4 – Remedial action required and taken. Property where contamination above action levels existed but all remedial actions necessary to protect human health and the environment have been taken to meet the provisions of CERCLA Section 120 (h) (3).

Category 5 – Remedial or other action underway. Property is undergoing remedial action for known contamination.

Category 6 – Required response action not implemented. Property contains known contamination and required remedial systems or other actions have not been selected or implemented.

Category 7 – Further evaluation required. Property has indications of existing contamination or the potential for a release of hazardous substances into the environment or structures, but not will be characterized pursuant to the ERP.

### **2.2 DESCRIPTION OF DOCUMENT REVIEWED**

The following were reviewed during this survey:

Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)

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**Cultural Resource Inventory**

**Integrated Natural Resources Management Plan (INRMP) EPA EnviroFacts FRS Facility Detail Report**

**2.3 PROPERTY INSPECTION / PERSONAL INTERVIEWS**

**2.3.1 Property Inspection**

A 99 CES/CENPP Visual Subject property Inspection (VSI) was conducted on 6 January 2021. The objective of the VSIs was to inventory any tanks, buildings, and other infrastructure, and identify any new contamination sources, including leaks, spills, and any other evidence of release such as stressed vegetation or stained soils. A photo log is included as Appendix C. A visual inspection of the properties adjacent to the subject property was also conducted.

**2.3.2 Personal Interviews**

Personnel interviews were conducted with Air Force personnel, familiar with the property. These interviews were conducted to identify any potential environmental concerns related to recent and historic operations or to verify information found in the records search.

**2.4 SAMPLING**

No sampling was conducted in association with this EBS

**3.0 PROPERTY DESCRIPTION**

**3.1 HISTORY AND CURRENT USE**

**3.1.1 Historic**

Review of the area dating back to 1943 to the present.

In 1943, both East and West Parcels are undisturbed desert.

In 1951, both East and West Parcels are undisturbed desert.

In 1957, both East and West Parcels are undisturbed desert.

In 1958, both East and West Parcels are undisturbed desert.

In 1969, both East and West Parcels are undisturbed desert.

In 1973, Craig Road is a two lane asphalt road. Salmon Drive is a two lane asphalt road intersecting Craig Road. Salmon Drive is an entrance into the Nellis Base housing, Area III.

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In 1991 to present, Craig Road has been expanded to a six lane asphalt road. Salmon Drive is a two lane asphalt road intersecting Craig Road. Salmon Drive is an entrance into the Nellis Base housing, Area III.

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# Environmental Baseline Survey

## Craig Road Nellis Landings Traffic Light,

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#### 3.1.1.1 Historic Operations and Land Use

Subject properties were developed from undisturbed desert to pedestrian sidewalks.

#### 3.1.1.2 Demolitions

No demolition activities have taken place on the subject properties.

### 3.2 ENVIRONMENTAL SETTING

#### 3.2.1 Climate

The day of the subject property visit, it was sunny with wind from the south. Highest temperature for the day was 64 degrees with a low of 40 degrees.

#### 3.2.2 Soils

According to the Web Soil Survey (USDA, 2020), the subject properties are predominantly underlain by Glencarb silt loam. This deep and well-drained soil is found on alluvial flats. The Glencarb silt loam soil unit consists mostly of silt loam, clay loam, silty clay loam, and very fine sandy loam. Glencarb silt loam is not hydric soil or prime farmland.

#### 3.2.3 Geology/Hydrogeology

##### Geology

Nellis AFB is situated in the Basin and Range physiographic province, which is characterized by recent fault movement (since the Oligocene, within the last 33 million years), forming numerous elongated mountain ranges separated by similarly shaped valleys (basins).

Two primary types of bedrock geology underlie the mountains surrounding the Las Vegas Valley. These are the older sedimentary rocks or younger igneous rocks, which include both volcanic and, to a lesser extent, plutonic rocks.

The sedimentary rocks are predominantly carbonates (limestone and dolomite), although there are also clastic formations (sandstone and shale). The mountains to the west (Spring Mountains), north (Desert, Sheep, and Las Vegas ranges), and east (Frenchman, Sunrise, and Muddy Mountains) are composed of these sedimentary rock formations. The igneous rocks primarily include basalts and other undifferentiated volcanic rocks, and other smaller occurrences of intrusive rocks, rhyolite, and other undifferentiated rock types. Mountains to the south (McCullough Range and El Dorado Mountains) and east (Black Mountains) of the valley are comprised of volcanic rocks, while the plutonic rocks also are exposed at a number of locations in the southern mountains (Longwell et al., 1965).

The Las Vegas Valley is structural in origin and has a considerable accumulation of Quaternary alluvium derived from the surrounding mountains and transported to the valley. Coarse material has been deposited closest to the mountain fronts in alluvial fans, while the finer particles have reached the valley bottoms where they were deposited in alluvial flood plain and lacustrine environments (Longwell et al., 1965). The alluvial sediments generally become finer grained from west to east within the valley. These valley fill deposits are estimated to range from 2,000 to 5,000 feet thick beneath Nellis AFB.

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# Environmental Baseline Survey

## Craig Road Nellis Landings Traffic Light, Nellis Air Force Base, Clark County, Nevada

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### Hydrology

Groundwater beneath Nellis AFB is recharged by precipitation from the surrounding mountain ranges and by percolation from surrounding irrigation systems. On Nellis AFB, multiple shallow, semi-confined aquifers occur at depths from 50 to 120 feet below ground surface (bgs) (Nellis AFB, 2014).

Groundwater depth recorded in 2006 at monitoring wells formerly located within the Subject property suggest groundwater is present at depths ranging from approximately 40 to 50 feet bgs (Nellis AFB, undated). Based on the relatively flat topography of the surrounding area, groundwater is assumed to follow topography and flow south.

Land subsidence in the Las Vegas Valley due to pumping has been documented for decades (Plume, 1989), and groundwater depth and flow direction at the Subject property may be influenced by seasonal variation in precipitation, pumping demand, and other natural and anthropogenic factors.

### **3.2.4 Topography**

Nellis AFB is situated in the Basin and Range physiographic province, which is characterized by numerous elongated mountain ranges separated by similarly shaped valleys (basins). The difference in elevations between mountaintops and adjacent valley bottoms is generally no more than 3,000 to 5,000 feet.

The Las Vegas Valley runs northwest to southeast through the area ending just beyond the city of Henderson (about 10 miles west of Hoover Dam). The broad portion of the valley is known locally as the Las Vegas Basin and Nellis AFB is situated within the Las Vegas portion of Las Vegas Valley. Topography is characterized primarily by flat alluvial deposits within the valley surrounded by numerous mountains and ranges in all directions. To the north (the Desert, Sheep, and Las Vegas ranges) and east (the Black, Frenchman, and Muddy mountains), they are generally north-south trending ranges. To the west (Spring Mountains) and south (El Dorado Mountains and McCullough Range), the mountains are less linear and not as consistently aligned (USGS, 2014).

The Site lies within the Las Vegas Valley, which is a bedrock depression interrupted by numerous faults and buried by as much as 5,000 feet of valley-fill sediments derived from the surrounding mountain ranges (Plume, 1989).

According to the USGS 7.5-Minute Quadrangle Series, Las Vegas NE, NV (USGS, 2014), topography of the Site is relatively flat, at an elevation of approximately 1,825 feet above mean sea level (msl).

However, the Site does have changes in topography from mesas to a detention basin. The Site is situated west of, and at the foot of, Sunrise Mountain, which is situated approximately 1.5 miles east of the Site. Generally, topography of the area east of the Site slopes to the west, away from Sunrise Mountain. Topography to the south, west, and north slopes to the south.

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According to the USGS 7.5-Minute Quadrangle Series, Las Vegas NE, NV (USGS, 2014), topography of the Site is relatively flat, at an elevation of approximately 1,825 feet above mean sea level (msl).

However, the Site does have changes in topography from mesas to a detention basin. The Sites are situated west of, and at the foot of, Sunrise Mountain, which is situated approximately 1.5 miles east of the Site. Generally, topography of the area east of the Site slopes to the west, away from Sunrise Mountain. Topography to the south, west, and north slopes to the south.

## **SECTION 4.0 PROPERTY CATEGORIZATION**

Category 1: An area or real property where no storage, release, or disposal of hazardous substances or petroleum products or their derivatives has occurred into the environment or structures or disposed on the subject property (including migration of these substances from adjacent properties).

## **SECTION 5.0 FINDINGS FOR SUBJECT PROPERTY**

### **5.1 VISUAL SITE INSPECTION(VSI)**

Mr. Tod Oppenborn, 99CES/CENPP conducted the subject properties visit on 6 January 2021. The subject property visit consisted of photographing the existing conditions and walking the subject property. The subject property consists of the East and West parcels consists of pedestrian sidewalks.

The pedestrian sidewalks are approximately 120 square feet each and forms the corners of the intersection of Craig Road and Salmon Drive. The pedestrian sidewalks is constructed of concrete.

Adjacent properties to the East parcel identified during the subject property visit are listed below.

**North:** Decorative rock, landscaping, entrance sign  
**East:** Pedestrian sidewalk  
**South:** Craig Road  
**West:** Salmon Drive

Adjacent properties to the West parcel identified during the subject property visit are listed below.

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**North:** Decorative rock, landscaping, Nellis Base boundary wall  
**East:** Salmon Drive  
**South:** Craig Road  
**West:** Pedestrian sidewalk

**5.2 HAZARDOUS SUBSTANCES NOTIFICATION**

**5.2.1 Storage of Hazardous Substances**

There are no storage of hazardous substances associated with the subject properties.

**5.2.2 Hazardous Substance Released**

There are no hazardous substances releases associated with the subject properties.

**5.2.3 Hazardous and Petroleum Waste**

There are no hazardous and petroleum waste associated with the subject properties

**5.3 PETROLEUM PRODUCTS AND DERIVATIVES**

There are no petroleum products and derivatives associated with the subject properties.

**5.4 ENVIRONMENTAL RESTORATION**

**5.4.1 ERP Parcels**

There are no ERP parcels associated with the subject properties.

**5.4.2 Military Munitions Response Program (MMRP) Parcels**

There are no military munitions response program parcels associated with the subject properties.

**5.5 AREAS OF CONCERN**

There are no areas of concern associated with the subject properties.

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**5.6 STORAGE TANKS**

**5.6.1 Aboveground Storage Tanks (ASTs)**

There are no ASTs associated with the subject properties.

**5.6.2 Underground Storage Tanks (USTs)**

There are no USTs associated with the subject properties.

**5.6.3 Pipelines, Hydrant Fueling, and Transfer Systems**

There is an underground water line supplying water to the irrigation system for the vegetation.

**5.7 OIL/WATER SEPARATORS**

There are no oil water separators on the subject properties.

**5.8 GREASE TRAPS**

There are no grease traps on the subject properties.

**5.9 WASH RACKS**

There are no wash racks on the subject properties.

**5.10 WASTE TANKS**

There is no historical data to indicate any waste tanks on the subject properties.

**5.11 PESTICIDES**

There have been no pesticides on the subject properties.

**5.12 MILITARY MUNITIONS/ORDNANCE**

There is no indicates of munitions or ordnance on the subject properties.

**5.13 MEDICAL OR BIOHAZARDOUS WASTE**

Through the subject property inspections, no contamination of this nature is apparent or suspected throughout the subject properties.

**5.14 RADIOACTIVE WASTE**

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Through the subject property inspections, no contamination of this nature is apparent or suspected throughout the subject properties.

**5.15 SOLID/MUNICIPAL WASTE**

There are no records of Solid/Municipal Waste on the subject properties.

**5.16 INDOOR AIR QUALITY**

No known Indoor Air Quality issues were identified on the subject properties.

**5.17 GROUNDWATER**

There is no known groundwater at the subject properties.

**5.18 WASTEWATER TREATMENT, COLLECTION, AND DISPOSAL/DISCHARGE**

**5.18.1 Stormwater**

There is no known stormwater at the subject properties.

**5.18.2 Septic Tanks and Leach Fields**

There are no known septic tanks or leach fields at the subject properties.

**5.19 DRINKING WATER QUALITY**

This project will not impact drinking water quality.

**5.20 UTILITIES (ENERGY)**

Through a subject property inspection and records search, underground utilities are located on the subject properties.

**5.21 ASBESTOS (ACM)**

There is no historical data to indicate any potential short or long term negative environmental impacts relating to the asbestos-containing building materials.

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**5.22 POLYCHLORINATED BIPHENYLS (PCBs)**

Transformers suspected to containing PCBs were not identified at the subject properties during this EBS.

**5.23 RADON**

An Air Quality review was performed using the information contained within the EBS. There are no known radon issues with the facilities/locations listed in the Executive Summary of this section of the EBS. Ozone Depleting Substances (ODS) are not located in the facilities/locations listed in the Executive Summary of this EBS. There are no known issues with ODSs in the facilities/locations listed in the Executive Summary. There are no known air quality issues with the facilities/locations listed in the Executive Summary of this EBS.

**5.24 LEAD-BASED PAINT (LBP)**

Lead-based paint is not expected to be a concern at the Site due to the absence of painted structures.

**5.25 CULTURAL RESOURCES**

**5.25.1 Prehistoric Resource**

There are no known Prehistoric resources within the subject property.

If an item had been found, proper procedures relating to inadvertent finds would have been followed to properly determine relevance and significance, if any.

**5.25.2 Historic Structures and Resources**

There are no known historic structures and resources in within the subject property. If an item had been found, proper procedures relating to inadvertent finds would have been followed to properly determine relevance and significance, if any.

**5.25.3 Paleontological Resources**

There are no known Paleontological resources within the subject properties. If an item had been found, proper procedures relating to inadvertent finds would have been followed to properly determine relevance and significance, if any.

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**5.26 NATURAL/BIOLOGICAL RESOURCES**

**5.26.1 Sensitive Habitat**

There are no sensitive habitats associated with the utility corridor.

**5.26.2 Threatened and Endangered Species (T&E)**

There are no T&E species that the U.S. Fish and Wildlife Service (USFWS) has listed for Clark County.

**5.26.3 Wetlands**

There are no jurisdictional wetlands within the project area.

**5.26.4 Floodplains**

There are no mapped floodplains within the project area.

**SECTION 6 APPLICATION REGULATORY COMPLIANCE ISSUES**

**6.1 LIST OF COMPLIANCE ISSUES (Air Permits, Resource Conservation and Recovery Act (RCRA) Permits, etc.)**

Current land use has no environmental compliance concerns.

**SECTION 7 FINDINGS FOR ADJACENT PROPERTIES**

**7.1 INTRODUCTION**

**East Parcel:**

**North:** Decorative rock, landscaping, Nellis Landings sign

**East:** Pedestrian sidewalk

**South:** Craig Road

**West:** Salmon Drive

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**West Parcel:**

**North:** Decorative rock, landscaping, Nellis Base boundary wall

**East:** Salmon Drive

**South:** Craig Road

**West:** Pedestrian sidewalk

## **7.2 ADJACENT ENVIRONMENTAL DATA RESOURCES (EDR) SURVEY PROPERTY**

### **7.2.1 Federal Databases**

Based on the FRS Facility Detail Report from the EPA web site the subject property, Clark County is listed in multiple databases; however, the subject property is not specifically listed.

### **7.2.2 State and Local Databases**

A search of Clark County compliance records and spill incidents was performed. No issues were noted for the adjacent properties of the facility/location listed in the Executive Summary.

### **7.2.3 Tribal Records**

There are no known cultural resources on the subject properties. Based on the location of the known cultural subject property and the subject properties conditions there does not appear to be an impact on the cultural subject property.

## **7.3 FINDINGS/IMPACT**

Based on the findings of this survey, no concerns were identified in connection with the subject properties.

## **SECTION 8 RECOMMENDATIONS**

Based on this survey no recognized environmental conditions were identified in connection with the subject properties.

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**SECTION 9.0 CERTIFICATION**

The 99th Civil Engineer Squadron has conducted this Environmental Baseline Survey Phase 1. All pertinent records have been reviewed and a visual subject property inspections were conducted. The information contained with the survey reports is based on records made available and, to the best of our knowledge, is correct.

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## CERTIFICATION

### **Certification of the Environmental Baseline Survey**

The (preparer) has conducted this Environmental Baseline Survey on behalf of the Air Force. The (preparer) has reviewed all appropriate records made available, and conducted visual site inspections of the selected facilities following an analysis of information during the record search. The information contained within the survey report is based on records made available and, to the best of the (preparer' s) knowledge, is correct and current as of November 2020.

Certified by: \_\_\_\_\_  
TOD OPPENBORN, GS-12  
Environmental Planner, 99<sup>th</sup> Civil Engineer Squadron

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
CHRISTOPHER J. WEDEWER, LT COL, USAF  
Commander, 99<sup>th</sup> Civil Engineer Squadron

Date: \_\_\_\_\_

### The following specific certifications apply:

#### **Hazardous Substances:**

##### **Certification of No Contamination**

**XX** This real property contains no known hazardous substances as that term is defined in the CERCLA (42 U.S.C. 9601 ), as amended, or other contamination as specified by the RCRA of 1976, the implementing Environmental Protection Agency regulations (40 CFR Parts 261 , 262, 263, and 761), and the Federal Property Management Regulations (41 CFR Part I 01-47). A complete search of agency files revealed that no hazardous substance has been stored for more than one year, known to have been released, or disposed of on the Air Force-controlled real property described below.

##### **Certification of Contamination**

\_\_\_\_\_ A complete search of agency files has revealed that hazardous substance(s) as that term is defined in the CERCLA (42 U.S.C. 9601) as amended, were stored for one year or more, known to have been released, or were disposed of on the excess Air Force controlled real property described in Attachment 5.

#### **Certification of PCB Clearance (Either 1 or 2)**

- \_\_\_\_\_ 1. This Real Property is in compliance with 40 CFR 761 as outlined below:
- a. An inventory has been prepared and is being maintained of all PCB Real Property Installed Equipment and Real Property PCB Items per Section 761 .45.
  - b. All in-service and stored serviceable PCB, PCB contaminated Real Property Installed Equipment and Real Property PCB Items have been inspected, repaired and are being maintained to prevent leakage, therefore can be distributed per Section 761.30.
  - c. PCB Real Property Installed Equipment and Real Property PCB Items have been stored, decontaminated, and labeled per Sections 761.42, 761.43, and 761.44.
  - d. There is no known PCB contaminated soil, wastes, or unserviceable equipment remaining on the existing property.

XX 2. A records search and an on-site inspection indicate that this property has not been exposed to PCB materials or equipment.

**Certification of Other Contaminants:** *check all that apply and/or list any other known contaminants*

☐ Lead Based Paint

☐ Asbestos Containing Materials

☐ Other (please list any other contaminants)

Certified by: \_\_\_\_\_

TOD OPPENBORN, GS-12

Environmental Planner, 99<sup>th</sup> Civil Engineer Squadron

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

CHRISTOPHER J. WEDEWER, LT COL, USAF

Commander, 99<sup>th</sup> Civil Engineer Squadron

Date: \_\_\_\_\_

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**Appendix A: Terms**

**Appendix B: Maps**

**Appendix C: Aerial and Subject Property Photos**

**Appendix D: References**

**Appendix E: Interviews**

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**Appendix A: Terms**

ACM – Asbestos Containing Materials  
AFB – Air Force Base  
AFI – Air Force Instruction  
AST – Aboveground Storage Tank  
bgs – Below ground surface  
CCRFGD – Clark County Regional Flood Control District  
CERCLA - Comprehensive Environmental Response, Compensation, and Liability  
CERCLIS – Comprehensive Environmental Response, Compensation, and Liability  
Information System  
DOD – Department of Defense  
EBS - Environmental Baseline Survey  
EDR – Adjacent Environmental Data Resource  
EPA – U.S. Environmental Protection Agency  
ERP – Environmental Restoration Program  
FRS – Facility Registry System  
HQ – Head Quarters  
INRMP – Integrated Natural Resources Management Plan  
LBP – Lead Passed Paint  
msl – Mean Sea Level  
ODS – Ozone Depleting Substances  
PCBs – Polychlorinated Biphenyls  
RCRA – Resource Conservation and Recovery  
Act USAF – United States Air Force  
USDA – United States Department of Agricultural  
USFWS – U.S. Fish and Wildlife Service  
USGS – U.S. Geological Survey  
UST – Underground Storage Tank  
VSI – Visual Subject property Inspection

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Appendix B: Maps



Figure 1: Area Location Map

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Figure 2: Area Location Map

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Appendix C: Aerial and Subject property Photographs

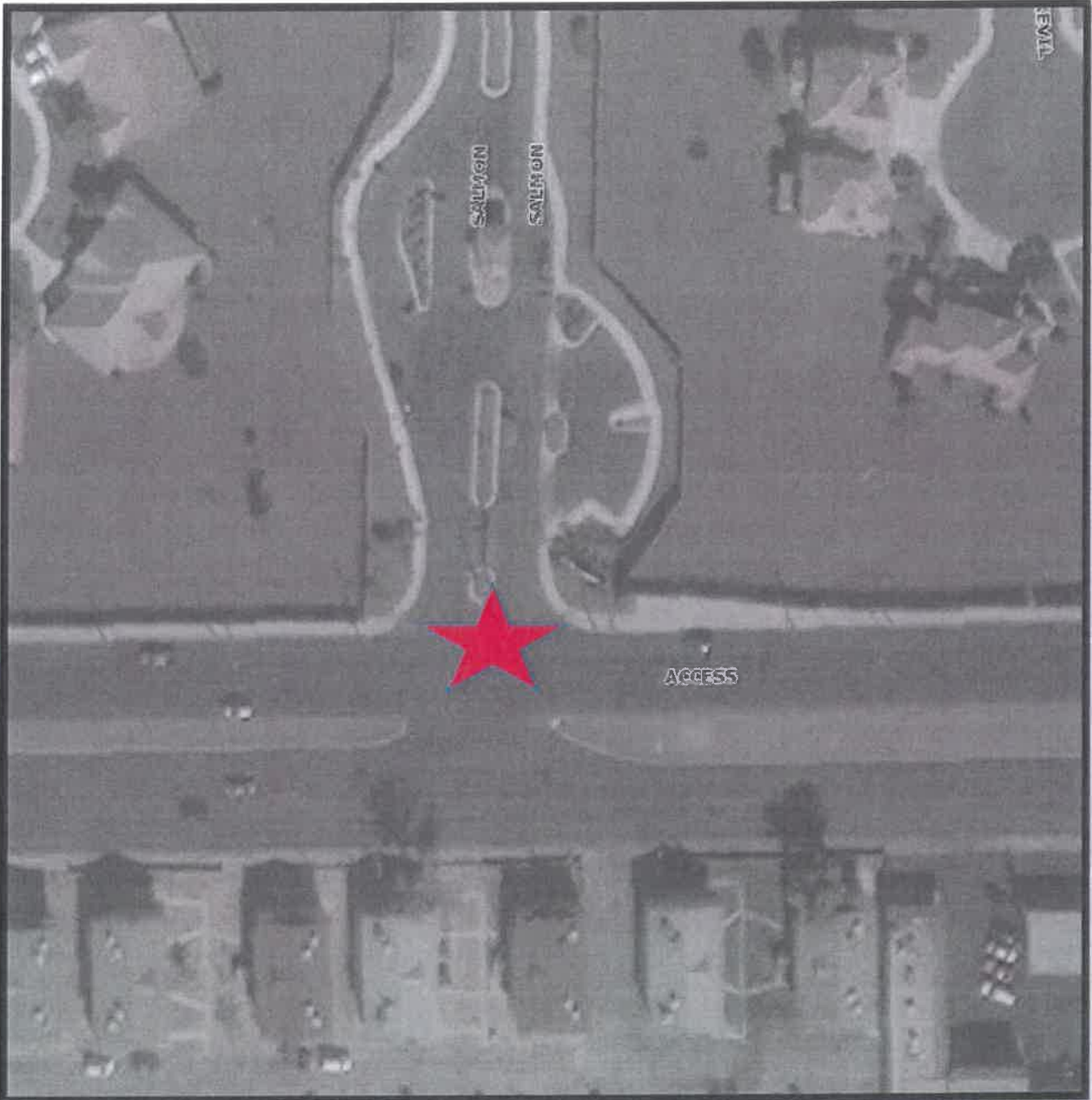


Figure 3: East and West Subject Parcel Aerial Photograph

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**Subject property Photographs**



**Photo 1: View of East Parcel looking North**



**Photo 2: View of East Parcel looking West.**



**Photo 3: View of East Parcel looking South.**



**Photo 4: View of light fixtures East Parcel.**



**Photo 5: View from East Parcel looking East.**



**Photo 6: View of East Parcel looking South.**

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**Subject property Photographs**



**Photo 7: View from East Parcel looking West.**



**Photo 8: View of East Parcel looking West.**



**Photo 9: View of East Parcel looking East.**



**Photo 10: View of South Site looking North.**



**Photo 11: View of West Parcel looking West.**



**Photo 12: View of West Parcel looking Northwest.**

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**Subject property Photographs**



**Photo 13: View of West Parcel looking North.**



**Photo 14: View of West Parcel looking East.**



**Photo 15: View from West Parcel looking East.**



**Photo 16: View from West Parcel looking South.**



**Photo 17: View from West Parcel looking West.**



**Photo 18: View from West Parcel looking North.**

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**Appendix D: References**

U.S. Air Force Nellis Air Force Base Natural Resources Management Plan. 2017

Natural Resources Conservation Service (NRCS) 2015. Web Soil Survey available online at  
<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/survey/>

Visual Subject property Inspection Checklist, 6 January 2021

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## Attachment 6

## VISUAL SITE INSPECTION CHECKLIST TEMPLATE

## VISUAL SITE INSPECTION (VSI)

[Nellis AFB, Las Vegas, NV]

## GENERAL INFORMATION

Facility Number: N/A

Current Use: Pedestrian  
Sidewalks

Inspected: Tod Oppenborn

Type of Building: N/A

Area (Sq. Ft.): 240

Type of Construction: Cement

Year of Construction: 1991

Description of Facility:  
Pedestrian Sidewalk

[Insert Photo]

## PHYSICAL SETTING

## Current Uses of the Facility

*Are any current uses likely to involve treatment, storage, disposal, or generation of hazardous substances or petroleum products? Yes XNo*

*Report current uses based on observation, interviews, and records review.*

## Past Uses of the Facility

*Were any past uses likely to have involved treatment, storage, disposal, or generation of hazardous substances or petroleum? Yes XNo*

*Report all past uses based on observations, interviews, and records review.*

## PHYSICAL, CONDITIONS and FINDINGS

N = No Y=Yes X=Excellent G=Good F=Fair P=Poor NA=Not Applicable

## Comments

<b>Condition of Paint</b>	<b>N/A No paint present</b>
<b>Condition of Building</b>	<b>N/A No buildings present</b>
<b>Air Emissions Sources</b>	<b>N/A No AQ emissions sources</b>
<b>PCB Containing Equipment</b>	<b>N/A No PCQ containing equipment</b>
<b>Historical Property</b>	<b>N/A No historic properties present</b>
<b>Observed Wetland</b>	<b>N/A No wetland present</b>
<b>Drinking Water Wells</b>	<b>N/A No drinking water wells present</b>
<b>Remedial System</b>	<b>N/A No remedial systems present</b>
<b>Monitoring Wells</b>	<b>N/A No monitoring wells present</b>
<b>Hazardous Material and Waste, Petroleum, Oil, and Lubricant Units</b>	

*Describe the condition of and materials handled by the following units (use the abbreviations listed below for Waste Stream column).*

**N=No Y= Yes HM=Hazardous Material HW=Hazardous Waste POL=Petroleum Oil & Lubricant Product POLW=POL Waste OTH =Other**

#### **UNITS**

<b>INDUSTRIAL</b>	<b>WASTE STREAM</b>	<b>C OMMENTS</b>
<b>Floor Drains</b>	<b>N/A</b>	<b>No floor drains present</b>
<b>Waste \ Waste System</b>	<b>N/A</b>	<b>No waste / waste systems present</b>
<b>Oil/Water Separators</b>	<b>N/A</b>	<b>No oil/water separators present</b>
<b>Wash racks</b>	<b>N/A</b>	<b>No wash racks present</b>

## INDUSTRIAL

Above Ground Storage Tank N/A

Underground Storage Tank N/A

Other Tanks	N/A
-------------	-----

Sumps	N/A
-------	-----

Silver Recovery Units	N/A
-----------------------	-----

Hydrant System	N/A
----------------	-----

Radioactive Units	N/A
-------------------	-----

Container Storage Area	N/A
------------------------	-----

Munitions	N/A
-----------	-----

Other	N/A
-------	-----

SURFACE WATER	N/A
---------------	-----

Storm Water System	N/A
--------------------	-----

Pits, Ponds, Lagoons	N/A
----------------------	-----

Other	N/A
-------	-----

## MUNICIPAL

Sanitary Sewer (utility ownership) Clark County

INDUSTRIAL	WASTE STREAM	COMMENTS
Septic Tanks	N/A	No septic tanks present
Grease Traps	N/A	No grease traps present
Drains	N/A	No drains present
Other		
Site Conditions		
Y=Yes N=No		Comments
Odors	N/A	No odors present
Pools of Liquid	N/A	No pools of liquid present
Stained Soil	N/A	No stains soils present
Stains (walls, floor, etc.)	N/A	No stains present
Stressed Vegetation	N/A	No stressed vegetation present
Other Areas of Concern	N/A	No other areas of concern

REPRESENTATIVE OF \_USAF\_ \_ \_ \_

(Optional):

Print Name: Tod Oppenborn DATE: 9 January 2021

AIR FORCE REPRESENTATIVE:

Tod Oppenborn DATE: 9 January 2021

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**Appendix E: Interviews**

**Everett, Kristopher AFCEC 99 MSG/CZO Environmental Restoration Program Manager  
David Zeider, 99 CES/CEIEC Petroleum, Oil, and Lubricants Program Manager  
Michael Chodoronek, 99 CES/CEIEC Cultural Resources Program Manager  
Michael Atkin, 99 CES/CEIEC Water Quality Program Manager  
Rene Robles, 99 CES/CEIEC Hazardous Waste / Hazardous Materials Program Manager  
Jewell Sirin Toksoz, 99 CES/CEIEC Asbestos / Lead-Base Paint Program Manager  
Anna Johnson, 99 CES/CEIEC Natural Resources Program Manager**

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DEPARTMENT OF THE AIR FORCE  
UNITED STATES AIR FORCE WARFARE CENTER (ACC)  
NELLIS AIR FORCE BASE NEVADA 89191

4 February 2021

MEMORANDUM FOR 99 CES/CENPP

FROM: USAFWC/JA

SUBJECT: EBS for Landing Gate Traffic Signal

1. **BLUF:** The Environmental Baseline Survey (EBS) report is legally sufficient.
2. **BACKGROUND:** Nellis Air Force Base proposes to grant an easement to Clark County and NV Energy for the construction, installation, and maintenance of a traffic signal at the Landings Gate entrance to Area III, Nellis Air Force Base, Nevada (NAFB). The easement area is located at the intersection of Craig Road and Salmon Drive. In accordance with DAFI 32-7020 AFGM2020-01, *Environmental Restoration Program* (15 December 2020), an EBS was conducted. It included a visual site inspection (VSI), photographs, interviews, and a records search. The EBS determined that there is no evidence that hazardous substances or petroleum products have been released on the site in manner that would pose a threat to the proposed use.
3. **LAW:** An EBS must be prepared to support real property transactions, including easements. AFI 32-7020, Attachment 3, paragraph A3.2.1. Its purpose is to (1) document the nature, magnitude, and extent of any environmental conditions affecting real property; (2) identify potential environmental liabilities associated with a real property transaction; (3) satisfy environmental due diligence; (4) develop information to assess health and safety risks; (5) protect human health and the environment; and (6) determine possible effects of contamination on property valuation. *Id.* at paragraph A3.1. The EBS report must follow the mandatory format in AFI 32-7020, Attachment 3, paragraph A3.4.
4. **ANALYSIS:** The EBS report is legally sufficient. It follows the mandatory format in AFI 32-7020 and addresses each required area. It included a VSI, photographs, interviews, and a search of databases. The EBS found no evidence of release or disposal of hazardous or petroleum products or their derivatives occurred, including no migration of the substances from adjacent properties.
5. **CONCLUSION:** The EBS is legally sufficient. If you have any questions, please contact me at [christina.slicker.3@us.af.mil](mailto:christina.slicker.3@us.af.mil) or (702)-652-7501 (DSN 682).

CHRISTINA M. SLICKER, GS-13, DAF  
Senior Attorney Advisor

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