

INTERLOCAL AGREEMENT
FOR THE AMENDMENT AND RESTATEMENT OF THE CONSERVATION EASEMENT GRANT
BY AND BETWEEN THE CITY OF BOULDER CITY AND THE COUNTY OF CLARK, NEVADA
ALSO KNOWN AS THE BOULDER CITY CONSERVATION EASEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made this _____ day of _____, 2019, by and between the CITY OF BOULDER CITY, NEVADA ("Boulder City"), and the COUNTY OF CLARK, NEVADA ("Clark County").

WITNESSETH:

1. **WHEREAS**, Boulder City is a municipal corporation established pursuant to the laws of the State of Nevada; and,
2. **WHEREAS**, Clark County is a county created under the laws of the State of Nevada; and,
3. **WHEREAS**, Boulder City and Clark County may enter into Agreements for the sale, exchange or conveyance of real property pursuant to Chapter 277 of Nevada Revised Statutes; and,
4. **WHEREAS**, Boulder City and Clark County executed an agreement, the Conservation Easement Grant, that created a conservation easement known as the Boulder City Conservation Easement ("Easement") on July 18, 1995, to provide for, among other things, habitat preservation for the desert tortoise and other species within the Eldorado Valley; and
5. **WHEREAS**, Boulder City and Clark County executed an amendment to the Easement on August 3, 2010, ("Easement Amendment"), the purpose of which was to clarify meaning and more properly address management of the Easement; and
6. **WHEREAS**, Boulder City and Clark County desire to correct a minor error in the legal description of the Easement Amendment and revise Best Practices for management of the Easement; and
7. **WHEREAS**, within the Easement boundary, there is an area of 3,064 acres excluded from the Easement and designated by Boulder City for energy development, known as the Energy Zone; and
8. **WHEREAS**, Boulder City desires to expand the amount of land within the Energy Zone and make it available for lease by energy developers; and
9. **WHEREAS**, in exchange for a boundary adjustment near the Energy Zone, Clark County would receive a boundary adjustment northwest of the Easement that would provide equal or higher overall habitat value for the desert tortoise:

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants, terms, conditions and restrictions contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, Boulder City and Clark County agree as follows:

1. **Amendment of the Easement**. Boulder City and Clark County agree to amend and restate the Easement Agreement, in its entirety, which is attached hereto as Exhibit A ("Conservation Easement

Grant, as Amended and Restated in 2019" hereinafter referred to as the "2019 Easement Agreement").

2. **Financial Compensation.** Boulder City and Clark County agree that there shall be no financial compensation associated with the boundary adjustment contained in the 2019 Easement Agreement.
3. **Prior Agreements.** This Agreement shall supersede all prior negotiations, commitments, agreements (written or oral) and writings between Boulder City and Clark County with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations there under.
4. **Applicable Law.** The interpretation and performance of this Agreement shall be governed by the laws of the State of Nevada.
5. **Recordation.** Clark County shall promptly record the 2019 Easement Agreement in the official records of Clark County and may be re-recorded at any time as may be required to preserve its rights in the Easement.
6. **Counterparts.** This Agreement may be executed in two or more counterparts, which shall, in the aggregate, be signed by both parties, and each counterpart shall be deemed an original instrument as against any party who has signed it, and in the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

INTERLOCAL AGREEMENT TO AMEND THE CONSERVATION EASEMENT

IN WITNESS WHEREOF, Boulder City and Clark County have entered into this Agreement effective as of the day and year first above written.

ATTEST:

CITY OF BOULDER CITY, NEVADA

[Lorene Krumm], City Clerk

By: _____
Rod Woodbury, Mayor

ATTEST:

CLARK COUNTY, NEVADA

Lynn Marie Goya, County Clerk

By: _____
Marilyn Kirkpatrick, Chair

**EXHIBIT A
CONSERVATION EASEMENT GRANT, AS AMENDED AND RESTATED IN 2019**

RECORDING REQUESTED BY:
MAIL TO:
Clark County
500 South Grand Central Parkway
Las Vegas, NV 89155
Attn: _____

Above Space for Recorder's Use

AMENDED AND RESTATED CONSERVATION EASEMENT GRANT

THIS AMENDED AND RESTATED CONSERVATION EASEMENT GRANT ("Easement") is made this _____ day of _____, 2019, by the **CITY OF BOULDER CITY, NEVADA** ("Grantor"), in favor of **CLARK COUNTY, NEVADA** ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of approximately eighty-six thousand (86,000) acres of real property located in Clark County, Nevada, more particularly described in Attachment A ("Legal Description of the Boulder City Conservation Easement"), attached hereto and by this reference made a part hereof (the "Property"); and,

WHEREAS, the Grantee is a governmental entity formed under the laws of the State of Nevada and is authorized to hold conservation easements for the conservation and protection of natural resources; and,

WHEREAS, the Property contains significant natural resources, ecological and native habitat values, as well as various flora and fauna indigenous to the Property (collectively, the "Natural Resource Values") of great importance to Grantor and Grantee; and,

WHEREAS, significant portions of the Property provide habitat for the desert tortoise (*Gopherus agassizii*), a federally listed threatened species as well as habitat for other flora and fauna, indigenous to the Property which Grantor and Grantee desire to preserve, protect, maintain and enhance: and,

WHEREAS, the purchase of this Easement was offered as a mitigation measure to induce the United States Fish and Wildlife Service ("Service") to issue a permit to allow desert tortoises to be incidentally taken within Clark County pursuant to the provisions of the federal Endangered Species Act: and,

WHEREAS, by execution of this easement, Grantor covenants and agrees that it shall continue to manage the Property in a manner which will assure that the Natural Resource Values will be preserved, protected, maintained and enhanced: and,

WHEREAS, in consideration of the payment of the purchase price and in order to assure that the Natural Resource Values of the Property were preserved, protected, maintained and enhanced during the entire term of the Easement, Grantor conveyed the Easement to Grantee on July 18, 1995; and

WHEREAS, Grantor and Grantee amended the Easement Agreement on August 3, 2010; and

WHEREAS, Grantor and Grantee desire to amend and restate the Easement Agreement in its entirety as set forth below:

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants, terms, conditions, and restrictions contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged:

1. GRANT OF EASEMENT

Grantor hereby voluntarily grants and conveys this Easement to Grantee for the purposes and on the terms and conditions hereinafter set forth.

2. PURPOSE

It is the purpose of this Easement to assure that the Property will be retained in a natural condition and to prevent any use of the Property that will impair or interfere with its Natural Resource Values. Grantor covenants and agrees that it shall manage, use and allow the use of the Property for only such activities which do not impair the conservation, protection, restoration and enhancement of the Natural Resource Values, including, without limitation, those involving the preservation and enhancement of the habitat of the desert tortoise and other flora and fauna indigenous to the Property.

3. ENERGY ZONE EXPANSION.

Clark County and Boulder City agree to amend the boundary of the Easement in order to expand the leasable area within the Energy Zone, as depicted in Attachment B ("Boundary Adjustment for the Boulder City Conservation Easement"). Boulder City agrees to adhere to the Environmental Protective Measures, as provided in Attachment C ("Environmental Protective Measures – Conditions of Exchange"), in the issuance of any leases for development within the expanded Energy Zone.

4. RIGHTS OF GRANTEE

To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- (a) To enforce the terms of this Easement, and to the extent it deems advisable, to institute measures to preserve, protect, manage and study the Natural Resource Values of the Property, and in particular the habitat of the desert tortoise, in a manner consistent with any habitat conservation plan for the desert tortoise affecting the Property to which Grantee is a party and which has been executed or approved by the Service.
- (b) To enter upon and traverse all portions of the Property other than improved structures at all times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall not unreasonably impair or interfere with Grantor's use and quiet enjoyment of the Property or unreasonably disturb other natural resources existing on the Property.
- (c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Property that may be materially damaged by any inconsistent activity or use.

- (d) Notwithstanding the foregoing, Grantee shall not construct any trails or other access facilities, or any other improvements on the Property without the prior written approval of Grantor and the Service.

5. PROHIBITED USE

Any activity on or use of the Property inconsistent or incompatible with the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities shall be prohibited, except with the express written consent of the Grantee and the Service:

- (a) All motorized vehicle activity, including all competitive and organized events, except on designated roads and trails, which designated roads and events have been approved by the Service in cooperation and consultation with Grantee or any Committee or entity formed or established by Grantee in connection with any Habitat Conservation Plan to benefit the desert tortoise.
- (b) All military maneuvers, clearing for agriculture, landfills, and any other surface disturbance that diminishes the capacity of the land to support desert tortoises and other native flora and fauna;
- (c) Grazing by cattle, burros, horses, and domestic sheep;
- (d) Commercial flora harvest and fauna collection;
- (e) Non-commercial vegetation harvest, except by permit issued by Grantor and relevant State and Federal agencies;
- (f) Non-commercial collection of biological specimens, except by permit issued by Grantor and relevant State and Federal agencies;
- (g) Dumping, refuse disposal, littering and use of herbicides or biocides;
- (h) Depositing of captive or displaced desert tortoises or other animals, except pursuant to translocation projects authorized by the Service;
- (i) Uncontrolled dogs out of vehicles;
- (j) Except as provided in Section 7 hereof, the construction of any physical improvement without the written consent of the Grantor and the Service; and,
- (k) Discharge of firearms, except in connection with hunting or trapping from September through March.

6. LAW ENFORCEMENT

- (a) Grantor shall enact, and at all times keep in full force and effect, all such ordinances, resolutions, orders or regulations as are necessary or convenient to restrict the use of the Property as herein provided, and to allow peace officers as defined in Nevada Revised Statutes, provided by Grantee to cite those violating such ordinances, resolutions, orders or regulations.
- (b) Grantor shall allow Grantee to post sufficient signs on and about the Property to adequately inform the public of those uses which are prohibited and permitted on the Property.
- (c) Grantee shall provide for peace officers with authority to patrol the Property on a regular basis and enforce applicable ordinances, resolutions, orders or regulations. In addition, Grantor shall provide for

peace officers with authority to patrol the Property on a regular basis and enforce applicable ordinances, resolutions, orders or regulations to cover events permitted under subsection 5(a)

7. RESERVED RIGHTS

- (a) Grantor reserves to itself, and to its successors, assigns, agents and lessees all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited herein and are not inconsistent or incompatible with the purpose of this Easement. Without in any way limiting the foregoing, Grantor reserves the right to permit the following activities on the Property:
- (1) Non-intrusive monitoring of desert tortoise population dynamics and habitats;
 - (2) Travel on and maintenance of designated and signed roads and trails;
 - (3) Non-consumptive recreation activities including, without limitation, hiking, bird watching, casual bicycling, casual horseback riding, and photography;
 - (4) Parking and camping in designated areas approved by the Service in consultation with the Grantee;
 - (5) Fire suppression;
 - (6) Permitted or otherwise controlled maintenance of utilities and ancillary structures;
 - (7) Surface disturbances that enhance the quality of habitat for wildlife, enhance watershed protection, or improve opportunities for non-motorized recreation including, without limitation, construction of visitors centers, wildlife water projects, and camping facilities;
 - (8) Population enhancement of native species; and,
 - (9) Non-manipulative and non-intrusive biological or geological research, by permit.
- (b) In addition to the foregoing, Grantor reserves the following limited rights to use the Property which may have adverse impacts upon the Natural Resource Values; provided, however, that any of the following uses shall be allowed only after it has informed the Service of the proposed use and its location and have incorporated such reasonable measures as may be recommended by the Service to minimize and mitigate any adverse impacts on the Natural Resource Values to the greatest extent practicable:
- (1) Grantor may discharge treated effluent from its existing waste water treatment plant or any expansion thereof onto that limited portion of the Property set forth in Attachment D ("Limit of Boulder City Wastewater Treatment Plant - Treated Effluent Discharge Area"), a copy of which is attached to this Easement.
 - (2) Grantor may construct or cause to be constructed electrical, water, sewer, gas, drainage and other utilities to support the maintenance and operation of power generating facilities at those sites known as the Energy Zone described in Attachment E ("Energy Zone Map"), attached hereto and by this reference made a part hereof. To the greatest extent practicable, Grantor shall use existing rights-of-way and roads and use Best Practices described in Attachment F ("Best Practices to be

used for the Construction, Maintenance and Operation of Infrastructure to Pass Through and Within the Easement”), attached hereto and by this reference made a part hereof, to all construction, maintenance and operational activities.

- (3) Grantor may permit construction of utility transmission lines within the easement to connect transmission lines between two federal utility corridors or from a federal utility corridor to one of the three existing electrical substations described in the Eldorado Valley Transfer Act deed from the Colorado River Commission to Grantor dated July 9, 1995 (“deed”). Grantor may also permit modifications to all those rights-of-way listed in the deed. To the greatest extent practicable, Grantor shall require the use of existing rights-of-way and roads for such purposes, use the smallest length and width of disturbance, and require the use of Best Practices described in Attachment F to all construction, maintenance and operation of those utility transmission lines.
- (c) Commencing fifty years from the date that the 1995 Easement Agreement was executed, Grantor may petition the Grantee and the Service to remove this Easement from the Property. Grantee and the Service may, but need not, agree to remove the Easement from the Property, but only if they each make the following factual findings after a noticed public hearing:
- (1) The Property is no longer required for the survival and recovery of the desert tortoise or any other species located on the Property; and,
 - (2) Development of the Property will not have a substantial adverse impact upon the Natural Resource Values; and,
 - (3) Development of the Property will not have a significant adverse effect upon air and water quality in the El Dorado and Piute Valleys; and,
 - (4) Development of the Property will not have a substantial adverse impact upon the open space and recreational uses allowed on the Property pursuant to the terms of this easement.

In the event Grantee and the Service make each of the foregoing findings, Grantee shall, no sooner than three months after the date of making such findings, reconvey the Easement to Grantor. During such three month period, any Nevada state, federal or local governmental entity, or any charitable corporation, charitable association or charitable trust which would be qualified to be a holder of the easement pursuant to the provisions of NRS 111.410, et. seq., may challenge such findings and the intention to reconvey the Easement in any state and/or federal court of competent jurisdiction.

8. REMEDIES

- (a) In the event of a dispute regarding whether or not any activity or use is inconsistent with the purposes of this Easement, the parties, or either of them, may submit the question to the Service for a determination; provided, however, that the determination of the Service shall not bind either party. It is the intention of the parties that the final arbiter of consistency with the purposes of this Easement shall lie with the court having jurisdiction over the matter.
- (b) If either party determines that the other party is in violation of the terms of this Easement or that a violation is threatened, such party shall give written notice to the other party of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement, to restore

the portion of the Property so injured. If a party fails to cure a violation within sixty (60) days after receipt of notice thereof from the other party, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) day period, or fails to continue diligently to cure such violation until finally cured, the aggrieved party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Natural Resource Values protected by this Easement, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered from Grantor to the cost of undertaking any necessary corrective action on the Property. If a party, in its good faith and reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Natural Resource Values of the Property, such party may pursue its remedies under this paragraph without prior notice to the other party or without waiting for the period provided for the cure to expire. Each party's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and each party agrees that the other party's remedies at law for any violation of the terms of this Easement are inadequate and that such party shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which such party may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Each party's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

- (c) Any costs incurred by either party in enforcing the terms of this Easement against the other, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by a violation of the terms of this Easement shall be borne by the breaching party. If a party prevails in any action to enforce the terms of this Easement, such party's costs of suit including, without limitation, attorneys' fees, shall be borne by the other party.
- (d) Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- (e) Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

9. ACCESS

Grantee, its successors, assigns, agents, invitees and licensees shall have the right of access to the Property at all times as provided in Section 4(b) hereof. No right of access by the general public to any portion of the Property is conveyed by this Easement.

10.

Reserved

11. ASSIGNMENT

This Easement is transferable, but only with the written consent of the Grantor and the Service, which consents shall not be unreasonably withheld. Grantee may transfer this easement only to entities authorized to acquire and hold conservation easements under the laws of the state of Nevada. As a condition of such transfer, the transferee shall agree to enforce the terms of the easement and to commit itself to assuring that the conservation purposes that this grant is intended to advance are carried out.

12. SUBSEQUENT TRANSFERS

Grantor agrees to incorporate the terms of this Easement in any deed of other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and the Service of the transfer of any interest at least fifteen (15) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

13. ESTOPPEL CERTIFICATES

Upon request by Grantor, Grantee shall within fifteen (15) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

14. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows::

To Grantor: City of Boulder City
 401 California Street
 Boulder City, Nevada 89005
 Attn: City Manager

To Grantee: Clark County
 500 South Grand Central Parkway Las
 Vegas, Nevada 89155
 Attn: County Manager
 cc: MSHCP Plan Administrator

To Service: United States Fish and Wildlife Service
 4701 North Torrey Pines Drive
 Las Vegas, Nevada 89130
 Attn: Field Supervisor

or to such other address as either party from time to time shall designate by written notice to the other.

15. RECORDATION

Grantee shall promptly record this instrument in the official records of Clark County, Nevada and may re-record it at any time as may be required to preserve its rights in this Easement.

16. GENERAL PROVISIONS

- (a) The interpretation and performance of this Easement shall be governed by the laws of the State of Nevada.
- (b) Any general rule of construction to the contrary notwithstanding, this Easement shall be construed in favor of the grant to effect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- (c) If any provision of this Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (d) This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- (e) Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- (f) The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, and assigns and shall run in perpetuity with the Property, unless terminated pursuant to Section 7(c) hereof.
- (g) The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- (h) The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, Grantor and Grantee have entered into this Easement effective as of the day and year first above written.

Sworn and Subscribed before me

By: _____

Date: _____

GRANTOR:
CITY OF BOULDER CITY

By: _____
Rod Woodbury, Mayor

Attest: _____
Lorene Krumm, City Clerk

Approved as to Form:

Steven Morris, City Attorney

GRANTEE:
CLARK COUNTY

By: _____

Date: _____

By: _____
Marilyn Kirkpatrick, Chair
Board of County Commissioners

Attest: _____
Lynn Marie Goya, Clerk

**ATTACHMENT A
REVISED LEGAL DESCRIPTION OF THE BOULDER CITY
CONSERVATION EASEMENT**

**ATTACHMENT A
REVISED LEGAL DESCRIPTION OF THE
BOULDER CITY CONSERVATION EASEMENT**

IN TOWNSHIP 23 SOUTH, RANGE 63 EAST, M.D.M.

SECTION 25

SOUTH HALF (S1/2);
SOUTH HALF (S1/2) OF THE NORTH HALF (N1/2)

SECTION 26

PORTION OF SOUTH HALF (S1/2) SOUTHEAST OF THE US-95 HIGHWAY RIGHT-OF-WAY;
SOUTH HALF (S1/2) OF THE NORTHEAST QUARTER (NE1/4);
PORTION OF SOUTH HALF (S1/2) OF THE NORTHWEST QUARTER (NW1/4) SOUTHEAST OF THE US-95
HIGHWAY RIGHT-OF-WAY

SECTION 35

THOSE PORTIONS SOUTHEAST OF THE US-95 HIGHWAY RIGHT-OF-WAY

ALL OF SECTION 36

IN TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M.

SECTION 31

SOUTH HALF (S1/2);
SOUTH HALF (S1/2) OF THE NORTH HALF (N1/2)

SECTION 32

SOUTH HALF (S1/2);
SOUTH HALF (S1/2) OF THE NORTH HALF (N1/2)

SECTION 33

SOUTH HALF (S1/2);
SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4);
SOUTH HALF (S1/2) OF THE NORTHWEST QUARTER (NW1/4)

SECTION 34

SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4);
SOUTH HALF (S1/2) OF THE SOUTHWEST QUARTER (SW1/4);
NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4);

IN TOWNSHIP 23 1/2 SOUTH, RANGE 64 EAST, M.D.M.

ALL OF FRACTIONAL SECTIONS 31, 32, 33, 34, AND 35.

IN TOWNSHIP 24 SOUTH, RANGE 62 EAST, M.D.M.

SECTION 25

SOUTH HALF (S1/2)

SECTION 26

SOUTH HALF (S1/2)

SECTION 27

SOUTH HALF (S1/2)

ALL OF SECTIONS 34, 35 AND 36

IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M.

ALL OF SECTIONS 1, 2, 11, 12, 13, 14, 23, 24, 25 AND 26

SECTION 28

SOUTH HALF (S1/2) EXCEPT THAT PORTION WITHIN US-95 RIGHT-OF-WAY

SECTION 36

ALL EXCEPT THAT PORTION WITHIN STATE HIGHWAY 165 RIGHT-OF-WAY

SECTIONS 3, 10, 15 AND 22 PORTIONS SOUTHEAST OF US-95 RIGHT-OF-WAY

SECTION 27 PORTION SOUTHEAST OF THE US-95 RIGHT-OF-WAY AND NOT WITHIN THE RIGHT-OF-WAY OF STATE HIGHWAY 165

SECTION 29

SOUTH HALF (S1/2)

SECTION 30

SOUTH HALF (S1/2)

SECTION 31

NORTH HALF (N1/2)

SOUTHWEST QUARTER (SW1/4)

SECTION 32

NORTH HALF (N1/2)

SOUTHEAST QUARTER (SE1/4)

SECTION 33

SOUTHWEST QUARTER (SW1/4);

NORTH HALF (N1/2) EXCEPT THE PORTION WITHIN US-95 RIGHT-OF-WAY

SECTION 34

NORTH HALF (N1/2) EXCEPT THE PORTION WITHIN STATE HIGHWAY 165 RIGHT-OF-WAY

SECTION 35

NORTH HALF (N1/2)

NORTH HALF (N1/2) EXCEPT THE PORTION WITHIN STATE HIGHWAY 165 RIGHT-OF-WAY

IN TOWNSHIP 23 SOUTH, RANGE 63 1/2 EAST, M.D.M.

FRACTIONAL SECTION 36

SOUTH HALF (S1/2);

SOUTH HALF (S1/2) OF THE NORTH HALF (N1/2)

IN TOWNSHIP 24 SOUTH, RANGE 64 EAST, M.D.M.

ALL OF SECTIONS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 32, 33, 34 AND 35

ALL OF SECTION 31 EXCEPT THE PORTION WITHIN STATE HIGHWAY 165 RIGHT-OF-WAY

IN TOWNSHIP 25 SOUTH, RANGE 62 EAST, M.D.M.

ALL OF SECTIONS 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 AND 36

SECTION 13

SOUTH HALF (S1/2);
PORTION OF THE NORTHWEST QUARTER (NW1/4) WITHIN THE BUREAU OF LAND MANAGEMENT
UTILITY CORRIDOR NVCC-020959

SECTION 14

NORTHWEST QUARTER (NW1/4);
SOUTH HALF (S1/2);
PORTION OF NORTHEAST QUARTER (NE1/4) WITHIN THE BUREAU OF LAND MANAGEMENT UTILITY
CORRIDOR NVCC-020959

IN TOWNSHIP 25 SOUTH, RANGE 63 EAST, M.D.M.

ALL OF SECTIONS 17, 18, 19, 30, 31 AND 33

ALL OF SECTIONS 20, 21, 28, 29 AND 32 EXCEPT THE PORTIONS WITHIN US-95 RIGHT-OF-WAY

SECTION 4

WEST HALF (W1/2) EXCEPT THAT PORTION WITHIN US-95 RIGHT-OF-WAY

SECTION 5

EAST HALF (E1/2)

SECTION 6

NORTHWEST QUARTER (NW1/4)

SECTION 9

WEST HALF (W1/2) EXCEPT THAT PORTION WITHIN US-95 RIGHT-OF-WAY

SECTION 15

SOUTHWEST QUARTER (SW1/4)

SECTION 16

SOUTH HALF (S1/2) EXCEPT THAT PORTION WITHIN US-95 RIGHT-OF-WAY;
NORTHWEST QUARTER (NW1/4) EXCEPT THAT PORTION WITHIN US-95 RIGHT-OF-WAY

SECTION 22

WEST HALF (W1/2)

SECTION 27

WEST HALF (W1/2)

SECTION 34

WEST HALF (W1/2)

IN TOWNSHIP 25 SOUTH, RANGE 64 EAST, M.D.M.

ALL OF SECTIONS 1, 2, 3 AND 4

ALL OF SECTION 5 AND SECTION 6 EXCEPT THOSE PORTIONS WITHIN STATE HIGHWAY 165 RIGHT-OF-WAY

IN TOWNSHIP 26 SOUTH, RANGE 62 EAST, M.D.M.

ALL OF SECTIONS 1, 2, 11, 12, 13 AND 14

IN TOWNSHIP 26 SOUTH, RANGE 63 EAST, M.D.M.

ALL OF SECTIONS 4, 6, 7, 9, 16 AND 18

ALL OF SECTION 5, SECTION 8 AND SECTION 17 EXCEPT THOSE PORTIONS WITHIN US-95 RIGHT-OF-WAY

THE FOLLOWING AREAS THAT WERE INCLUDED IN “THE BOULDER CITY CONSERVATION EASEMENT” RECORDED ON OCTOBER 9, 2000 IN OFFICIAL RECORDS BOOK 20001009, DOCUMENT 01362 ARE HEREBY REMOVED.

IN TOWNSHIP 25 SOUTH, RANGE 62 EAST, M.D.M.

SECTION 13

PORTION OF THE NORTH HALF (N1/2) SOUTHEAST OF THE BUREAU OF LAND MANAGEMENT UTILITY CORRIDOR NVCC-020959

SECTION 14

PORTION OF THE NORTHEAST QUARTER (NE1/4) SOUTHEAST OF THE BUREAU OF LAND MANAGEMENT UTILITY CORRIDOR NVCC-020959

IN TOWNSHIP 25 SOUTH, RANGE 63 EAST, M.D.M.

SECTION 17

WEST HALF (W1/2)

SECTION 18

EAST HALF (E1/2);
NORTHWEST QUARTER (NW1/4)

THE FOLLOWING DESCRIBED AREA IS HEREBY ADDED TO “THE BOULDER CITY CONSERVATION EASEMENT”.

IN TOWNSHIP 24 SOUTH, RANGE 62 EAST, M.D.M.

THOSE PORTIONS OF SECTION 22, SECTION 23, SECTION 24, SECTION 26 AND SECTION 27, IN TOWNSHIP 24 SOUTH, RANGE 62 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER SECTION CORNER OF SECTION 27 AND SECTION 28, A BUREAU OF LAND MANAGEMENT BRASS CAP DATED 1958;

ATTACHMENT A – REVISED LEGAL DESCRIPTION

THENCE NORTH 0°18'06" WEST 2,634.20 FEET ALONG THE SECTION LINE BETWEEN SECTION 27 AND SECTION 28 TO THE COMMON CORNER FOR SECTION 21, SECTION 22, SECTION 27 AND SECTION 28, A BUREAU OF LAND MANAGEMENT BRASS CAP DATED 1958;

THENCE NORTH 0°20'45" WEST 2,636.43 FEET ALONG THE SECTION LINE BETWEEN SECTION 21 AND SECTION 22 TO THE QUARTER SECTION CORNER OF SECTION 21 AND SECTION 22, A BUREAU OF LAND MANAGEMENT BRASS CAP DATED 1958;

THENCE NORTH 0°15'47" WEST 2,638.58 FEET ALONG THE SECTION LINE BETWEEN SECTION 21 AND SECTION 22 TO THE COMMON CORNER FOR SECTION 15, SECTION 16, SECTION 21 AND SECTION 22, A BUREAU OF LAND MANAGEMENT BRASS CAP DATED 1958;

THENCE NORTH 89°39'00" EAST 2,633.95 FEET ALONG THE SECTION LINE BETWEEN SECTION 15 AND SECTION 22 TO THE QUARTER SECTION CORNER OF SECTION 15 AND SECTION 22, A BUREAU OF LAND MANAGEMENT BRASS CAP DATED 1958;

THENCE NORTH 89°35'30" EAST 2,636.31 FEET ALONG THE SECTION LINE BETWEEN SECTION 15 AND SECTION 22 TO THE COMMON CORNER FOR SECTION 14, SECTION 15, SECTION 22 AND SECTION 23, A BUREAU OF LAND MANAGEMENT BRASS CAP DATED 1958;

THENCE NORTH 89°33'52" EAST 2,640.73 FEET ALONG THE SECTION LINE BETWEEN SECTION 14 AND SECTION 23 TO THE QUARTER SECTION CORNER OF SECTION 14 AND SECTION 23, A BUREAU OF LAND MANAGEMENT BRASS CAP DATED 1958;

THENCE NORTH 89°32'25" EAST 2,639.75 FEET ALONG THE SECTION LINE BETWEEN SECTION 14 AND SECTION 23 TO THE COMMON CORNER FOR SECTION 13, SECTION 14, SECTION 23 AND SECTION 24, A BUREAU OF LAND MANAGEMENT BRASS CAP DATED 1958;

THENCE NORTH 89°33'22" EAST 1,558.21 FEET ALONG THE SECTION LINE BETWEEN SECTION 13 AND SECTION 24 TO A BUREAU OF LAND MANAGEMENT BRASS CAP DATED 2013 ON THE NORTHWESTERLY LINE OF THE 2000-FOOT WIDE BUREAU OF LAND MANAGEMENT N-33006 UTILITY CORRIDOR;

THENCE SOUTH 6°24'14" WEST 3,291.00 FEET ALONG SAID NORTHWESTERLY LINE;

THENCE SOUTH 39°28'55" WEST 6,061.43 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SECTION 26, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF THE "BOULDER CITY CONSERVATION EASEMENT";

THENCE SOUTH 89°38'02" WEST 2,568.26 FEET ALONG THE EAST-WEST CENTERLINE OF SECTION 26 AND THE NORTHERLY LINE OF THE "BOULDER CITY CONSERVATION EASEMENT" TO THE QUARTER SECTION CORNER OF SECTION 26 AND SECTION 27, A BUREAU OF LAND MANAGEMENT BRASS CAP DATED 1958;

THENCE SOUTH 89°39'07" WEST 2,655.84 FEET ALONG THE EAST-WEST CENTERLINE OF SECTION 27 AND THE NORTHERLY LINE OF THE "BOULDER CITY CONSERVATION EASEMENT" TO A POINT ON THE WILDLIFE GUZZLER AND ACCESS TRAIL EXCLUSION AREA;

THENCE NORTH 06°42'39" WEST 101.33 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 194.30 FEET AND A CENTRAL ANGLE OF 31°04'46" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 49°29'57" WEST 104.11 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE 105.40 FEET;

ATTACHMENT A – REVISED LEGAL DESCRIPTION

THENCE NORTH 63°02'17" WEST 142.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 159.76 FEET AND A CENTRAL ANGLE OF 38°58'21" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 71°27'15" WEST 106.59 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE 108.67 FEET;

THENCE SOUTH 88°10'07" WEST 55.05 FEET;

THENCE NORTH 62°39'00" WEST 13.18 FEET;

THENCE NORTH 36°19'29" WEST 26.85 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 282.72 FEET AND A CENTRAL ANGLE OF 11°06'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 49°32'52" WEST 54.73 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE 54.82 FEET;

THENCE NORTH 61°19'32" WEST 157.36 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 33.37 FEET AND A CENTRAL ANGLE OF 20°51'30" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 30°55'55" WEST 12.08 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE 12.15 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 84.38 FEET AND A CENTRAL ANGLE OF 26°14'01" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 31°32'32" WEST 38.30 FEET;

THENCE NORTHERLY ALONG SAID CURVE 38.63 FEET;

THENCE NORTH 42°34'54" WEST 160.99 FEET;

THENCE NORTH 09°51'28" WEST 41.49 FEET;

THENCE NORTH 00°42'34" WEST 93.33 FEET;

THENCE NORTH 29°47'39" WEST 114.66 FEET;

THENCE NORTH 46°27'01" WEST 98.07 FEET;

THENCE NORTH 39°53'21" WEST 102.90 FEET;

THENCE NORTH 23°01'43" WEST 29.24 FEET;

THENCE NORTH 34°21'51" WEST 21.90 FEET;

THENCE NORTH 39°54'45" WEST 101.52 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 81.14 FEET AND A CENTRAL ANGLE OF 50°06'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 11°32'15" WEST 68.71 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE 70.95 FEET;

THENCE NORTH 03°18'12" EAST 91.64 FEET;

THENCE NORTH 16°21'16" EAST 57.28 FEET;

ATTACHMENT A – REVISED LEGAL DESCRIPTION

THENCE NORTH 21°45'53" EAST 46.27 FEET;

THENCE NORTH 25°51'24" EAST 27.48 FEET;

THENCE NORTH 33°31'13" EAST 70.34 FEET;

THENCE NORTH 23°24'22" EAST 124.33 FEET;

THENCE NORTH 15°24'19" EAST 70.95 FEET;

THENCE NORTH 00°48'44" EAST 102.99 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 159.80 FEET AND A CENTRAL ANGLE OF 79°27'54" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 37°11'01" WEST 204.28 FEET;

THENCE NORTHERLY ALONG SAID CURVE 221.62 FEET;

THENCE NORTH 45°37'27" WEST 40.86 FEET;

THENCE NORTH 31°41'05" WEST 20.75 FEET;

THENCE NORTH 17°53'12" WEST 73.19 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 371.38 FEET AND A CENTRAL ANGLE OF 28°28'59" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 40°15'25" WEST 182.73 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE 184.62 FEET;

THENCE NORTH 62°54'40" WEST 92.53 FEET;

THENCE NORTH 67°47'16" WEST 76.21 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 41.91 FEET AND A CENTRAL ANGLE OF 42°11'50" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 56°27'48" WEST 30.18 FEET;

THENCE WESTERLY ALONG SAID CURVE 30.87 FEET;

THENCE NORTH 33°38'27" WEST 123.96 FEET;

THENCE NORTH 23°25'38" WEST, A DISTANCE OF 58.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 456.21 FEET AND A CENTRAL ANGLE OF 10°21'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 30°59'16" WEST 82.31 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 82.42 FEET;

THENCE NORTH 39°35'56" WEST 172.70 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 67.36 FEET AND A CENTRAL ANGLE OF 42°07'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 30°30'03" WEST 48.42 FEET;

THENCE NORTHERLY ALONG SAID CURVE 49.53 FEET;

THENCE NORTH 44°20'54" WEST 41.37 FEET;

ATTACHMENT A – REVISED LEGAL DESCRIPTION

THENCE NORTH 24°45'46" WEST 11.74 FEET;

THENCE NORTH 13°42'52" EAST 52.30 FEET;

THENCE NORTH 04°52'08" EAST 78.32 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 57.28 FEET AND A CENTRAL ANGLE OF 46°57'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 08°03'17" WEST 45.65 FEET;

THENCE NORTHERLY ALONG SAID CURVE 46.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 143.54 FEET AND A CENTRAL ANGLE OF 47°44'47" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 43°19'34" WEST 116.18 FEET;

THENCE NORTHERLY ALONG SAID CURVE 119.61 FEET;

THENCE NORTH 65°29'57" WEST 86.81 FEET;

THENCE NORTH 44°31'00" WEST 123.55 FEET;

THENCE NORTH 00°19'01" WEST 79.84 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;

THENCE NORTHERLY 78.83 FEET ALONG THE CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°20'37";

THENCE SOUTH 89°20'22" WEST TANGENT TO SAID CURVE 156.88 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;

THENCE WESTERLY 79.33 FEET ALONG THE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°54'58";

THENCE SOUTH 01°34'36" EAST TANGENT TO SAID CURVE 128.93 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;

THENCE SOUTHERLY 76.83 FEET ALONG THE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 88°02'40";

THENCE SOUTH 89°51'51" EAST 159.26 FEET;

THENCE SOUTH 51°42'10" EAST 38.72 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 168.07 FEET AND A CENTRAL ANGLE OF 25°41'22" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 46°43'02" EAST 74.73 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE 75.36 FEET;

THENCE SOUTH 65°29'57" EAST 94.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 43.54 FEET AND A CENTRAL ANGLE OF 53°49'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 41°40'25" EAST 39.41 FEET;

THENCE EASTERLY ALONG SAID CURVE 40.90 FEET;

THENCE SOUTH 04°52'08" WEST 70.58 FEET;

ATTACHMENT A – REVISED LEGAL DESCRIPTION

THENCE SOUTH 13°42'52" WEST 64.64 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 117.16 FEET AND A CENTRAL ANGLE OF 42°00'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 20°27'47" EAST 83.98 FEET;

THENCE SOUTHERLY ALONG SAID CURVE 85.89 FEET;

THENCE SOUTH 44°20'54" EAST 49.89 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 55.05 FEET AND A CENTRAL ANGLE OF 38°27'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 25°28'27" EAST 36.25 FEET;

THENCE SOUTHERLY ALONG SAID CURVE 36.94 FEET;

THENCE SOUTH 44°56'42" EAST 70.48 FEET;

THENCE SOUTH 36°27'25" EAST 101.07 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 356.21 FEET AND A CENTRAL ANGLE OF 10°02'15" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 31°08'41" EAST 62.32 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE 62.40 FEET;

THENCE SOUTH 23°25'38" EAST 64.96 FEET;

THENCE SOUTH 33°38'27" EAST 138.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 129.78 FEET AND A CENTRAL ANGLE OF 22°51'53" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 47°01'07" EAST 51.45 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE 51.79 FEET;

THENCE SOUTH 65°10'44" EAST, A DISTANCE OF 185.07 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 271.38 FEET AND A CENTRAL ANGLE OF 25°36'29" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 40°12'10" EAST 120.29 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE 121.29 FEET;

THENCE SOUTH 17°53'12" EAST 77.62 FEET;

THENCE SOUTH 31°41'05" EAST 45.08 FEET;

THENCE SOUTH 45°37'27" EAST 74.82 FEET;

THENCE SOUTH 71°45'03" EAST 38.93 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 59.80 FEET AND A CENTRAL ANGLE OF 82°19'37" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 30°34'29" EAST 78.72 FEET;

THENCE EASTERLY ALONG SAID CURVE 85.92 FEET;

THENCE SOUTH 00°19'08" EAST 46.89 FEET;

THENCE SOUTH 00°57'35" WEST 37.87 FEET;

THENCE SOUTH 15°24'19" WEST 51.28 FEET;

THENCE SOUTH 23°24'22" WEST 108.49 FEET;

THENCE SOUTH 33°31'13" WEST 68.19 FEET;

THENCE SOUTH 25°51'24" WEST 37.75 FEET;

THENCE SOUTH 21°45'53" WEST 54.57 FEET;

THENCE SOUTH 16°21'16" WEST 73.44 FEET;

THENCE SOUTH 03°18'12" WEST 95.92 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 181.14 FEET AND A CENTRAL ANGLE OF 47°49'10" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 13°46'41" EAST 146.83 FEET;

THENCE SOUTHERLY ALONG SAID CURVE 151.18 FEET;

THENCE SOUTH 39°54'45" EAST 103.85 FEET;

THENCE SOUTH 25°28'03" EAST 42.52 FEET;

THENCE SOUTH 39°53'21" EAST 117.20 FEET;

THENCE SOUTH 46°27'01" EAST 89.16 FEET;

THENCE SOUTH 29°47'39" EAST 74.08 FEET;

THENCE SOUTH 00°42'34" EAST 67.39 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 165.14 FEET AND A CENTRAL ANGLE OF 36°26'57" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 14°54'50" EAST 103.29 FEET;

THENCE SOUTHERLY ALONG SAID CURVE 105.05 FEET;

THENCE SOUTH 42°34'54" EAST 171.16 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 133.37 FEET AND A CENTRAL ANGLE OF 30°17'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 35°38'41" EAST 69.67 FEET;

THENCE SOUTHERLY ALONG SAID CURVE 70.49 FEET;

THENCE SOUTH 60°42'11" EAST 108.98 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 182.72 FEET AND A CENTRAL ANGLE OF 27°01'07" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 57°30'08" EAST 85.37 FEET;

THENCE EASTERLY ALONG SAID CURVE 86.16 FEET;

THENCE SOUTH 33°23'52" EAST 29.42 FEET;

THENCE SOUTH 58°29'46" EAST 40.93 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 98.99 FEET AND A CENTRAL ANGLE OF 24°07'59" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 72°14'52" EAST 41.39 FEET;

ATTACHMENT A – REVISED LEGAL DESCRIPTION

THENCE SOUTHEASTERLY ALONG SAID CURVE 41.69 FEET;

THENCE NORTH 88°10'07" EAST 66.33 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 59.76 FEET AND A CENTRAL ANGLE OF 28°34'14" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 76°05'21" EAST 29.49 FEET;

THENCE EASTERLY ALONG SAID CURVE 29.80 FEET;

THENCE SOUTH 57°12'16" EAST 29.11 FEET;

THENCE SOUTH 63°02'17" EAST 142.85 FEET;

THENCE SOUTH 05°35'05" EAST 80.28 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SECTION 27 AND THE NORTHERLY LINE OF THE "BOULDER CITY CONSERVATION EASEMENT";

THENCE SOUTH 89°39'07" WEST 2,493.11 FEET ALONG THE EAST-WEST CENTERLINE OF SECTION 27 AND THE NORTHERLY LINE OF THE "BOULDER CITY CONSERVATION EASEMENT" TO THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION CONTAINS 1926.91 ACRES.

THE WILDLIFE GUZZLER AND ACCESS TRAIL EXCLUSION AREA CONTAINS 10.41 ACRES.

**ATTACHMENT B
BOUNDARY ADJUSTMENT FIGURE FOR THE BOULDER CITY
CONSERVATION EASEMENT**

Attachment B
Boundary Adjustment for the
Boulder City Conservation Easement

Additional Area
to BCCE

Energy Zone Expansion

95

Legend

-  Boulder City Conservation Easement
-  BLM Utility Corridor
-  Sloan Canyon NCA



desert conservation
PROGRAM

0 0.5 1 2 Miles

Exchange.mxd

**ATTACHMENT C
ENVIRONMENTAL PROTECTIVE MEASURES - CONDITIONS OF
EXCHANGE**

ATTACHMENT C
ENVIRONMENTAL PROTECTIVE MEASURES –
CONDITIONS OF EXCHANGE

The following measures are required conditions of the 2019 boundary adjustment for the Boulder City Conservation Easement (BCCE).

DESERT TORTOISE PROTECTIVE MEASURES

DESERT TORTOISE EXCLUSIONARY FENCING

1. The Clark County Desert Conservation Program recently installed approximately 11 miles of desert tortoise exclusionary fencing around the perimeter of the area referred to as the Energy Zone and the associated access road (Eldorado Valley Drive). Boulder City shall ensure, as a condition of the lease(s), that the site lessee(s) remove and replace the affected portions of the fence, as shown in the attached map. Existing desert tortoise guards may be left in place, but new tortoise guards shall be installed at the locations indicated on the attached map.

Clark County reserves the right to inspect these facilities at the time of construction to ensure they meet U.S. Fish and Wildlife Service specifications for desert tortoise exclusionary fencing.

*Special Note: Southwest Gas has special requirements for the construction of any fencing that crosses their gas lines and they must be consulted before construction can begin. The lessee(s) shall be responsible for any necessary coordination with Southwest Gas or other energy operators that may be impacted.

DURING CONSTRUCTION OF THE EXCLUSIONARY FENCE

During construction activities, Boulder City shall ensure that site lessee(s) employ the following measures to minimize risk of take of desert tortoises:

1. Lessee(s) shall employ the services of a biological firm that can provide an authorized desert tortoise biologist (AB) to be present on site during all fence construction activities. The ABs will submit Desert Tortoise Authorized Biologist Request Forms to the U.S. Fish and Wildlife Service for approval. The ABs will also be responsible for acquiring a Scientific Collection Permit from the Nevada Department of Wildlife. All permits must be acquired before construction activities may commence. The AB will be responsible for overseeing compliance with all the protective measures outlined in this document. The AB shall work with lessee(s) to resolve any non-compliance issues identified, but is ultimately responsible for reporting unresolved non-compliance issues directly to Clark County and City of Boulder City.
2. The AB shall present an environmental awareness program to all on-site construction personnel that will address the following: purpose of the BCCE, legal protection of the desert tortoise and definition of “take”, general behavior and ecology of desert tortoises, sensitivity to human activities, desert-specific leave-no-trace guidelines, the required desert tortoise protective measures, legal penalties for violation of state and federal laws protecting the species, and reporting requirements. The program shall also instruct all on-site personnel to report all observations of desert tortoise and their sign to the AB.
3. The AB shall perform a pre-construction clearance survey of the fence location (centerline plus a 10-foot buffer on either side of the fence centerline). All desert tortoises shall be relocated into adjacent undisturbed habitat within the BCCE. Relocation shall be in accordance with the most recent U.S. Fish and Wildlife Service specifications, available on the Desert Tortoise Recovery Office website

(<https://tinyurl.com/yawmvk6z>). Desert tortoise burrows shall be excavated and collapsed to reduce the likelihood that tortoises will be present within the construction zone.

CLEARANCE SURVEY

1. Once the fence construction is complete, the AB shall be responsible for conducting a clearance survey of any lands within the new Energy Zone expansion area. All desert tortoises located during the clearance survey shall be relocated into adjacent undisturbed habitat within the BCCE. Desert tortoise burrows shall be excavated and collapsed to reduce occupation by other wildlife that may be harmed during construction activities.
2. All project personnel shall check under vehicles or equipment before moving them. If project personnel encounter a desert tortoise, they will contact the AB. The desert tortoise will be allowed to move a safe distance away prior to moving the vehicle. Alternatively, the AB may move the desert tortoise to a safe location to allow for movement of the vehicle.

OCCUPANCY SAMPLING PLOT

1. Located immediately adjacent to the proposed BCCE exchange area is a research plot that was established by the Desert Conservation Program as part of a long-term occupancy monitoring project (see attached map for location). No temporary or permanent impacts to the occupancy plot will be authorized under the proposed BCCE land exchange.
2. Prior to construction activities, the AB shall clearly mark the four corners of the occupancy plot with flagging. The plot corners are located at the following coordinates (NAD83State Plane Nevada East Fips 2701):
 - NW – 834166.8 26617148.6
 - NE – 834821.7 26617138.4
 - SE – 834813.6 26616481.5
 - SW – 834158.7 26616493.7
3. The AB shall ensure that all construction personnel are aware of the location of the occupancy plot and that impacts in this area are not authorized.
4. The AB shall monitor construction that occurs in the vicinity of the occupancy plot to ensure that fence construction does not result in any impacts (temporary or permanent) to the study plot.

REPORTING REQUIREMENTS

1. The AB shall record data on each tortoise handled or observed. The data shall include date and time of observation, tag number (if applicable), GPS location where tortoise was first observed, and GPS location where tortoise was relocated (if applicable).
2. If a desert tortoise is killed or injured as a result of project activities, the AB shall contact Clark County Desert Conservation Program immediately.

County Contact for Desert Tortoise Reporting:
Scott Cambrin, Senior Biologist
702-455-3859
Scott.Cambrin@ClarkCountyNV.gov

3. Within 30 days of the completion of construction activities the AB shall provide a report to the Desert Conservation Program that details the effects of the project on desert tortoise and other sensitive species

ATTACHMENT C – ENVIRONMENTAL PROTECTIVE MEASURES

in the project area. This report shall include information on any instance where desert tortoises were killed, injured, or handled; the circumstances of the incident; and any action taken to prevent further incidents. This report shall also include a record of other MSHCP covered, evaluation, and watch list species observed during project activities as well as the date, time, and location of the observation. Photos of species shall be provided when available.

WEED MANAGEMENT

Lessee(s) shall implement the following measures during construction to prevent the introduction and spread of weeds:

1. Limit the size of vegetation and ground disturbance to the minimum area practicable.
2. Earth moving equipment and construction vehicles shall be cleaned prior to transport to the construction site.
3. Any temporary disturbance area shall be restored at the completion of construction activities. These areas shall be reseeded using a native mix. Proposed seed source and mix shall be pre-approved by the Desert Conservation Program.

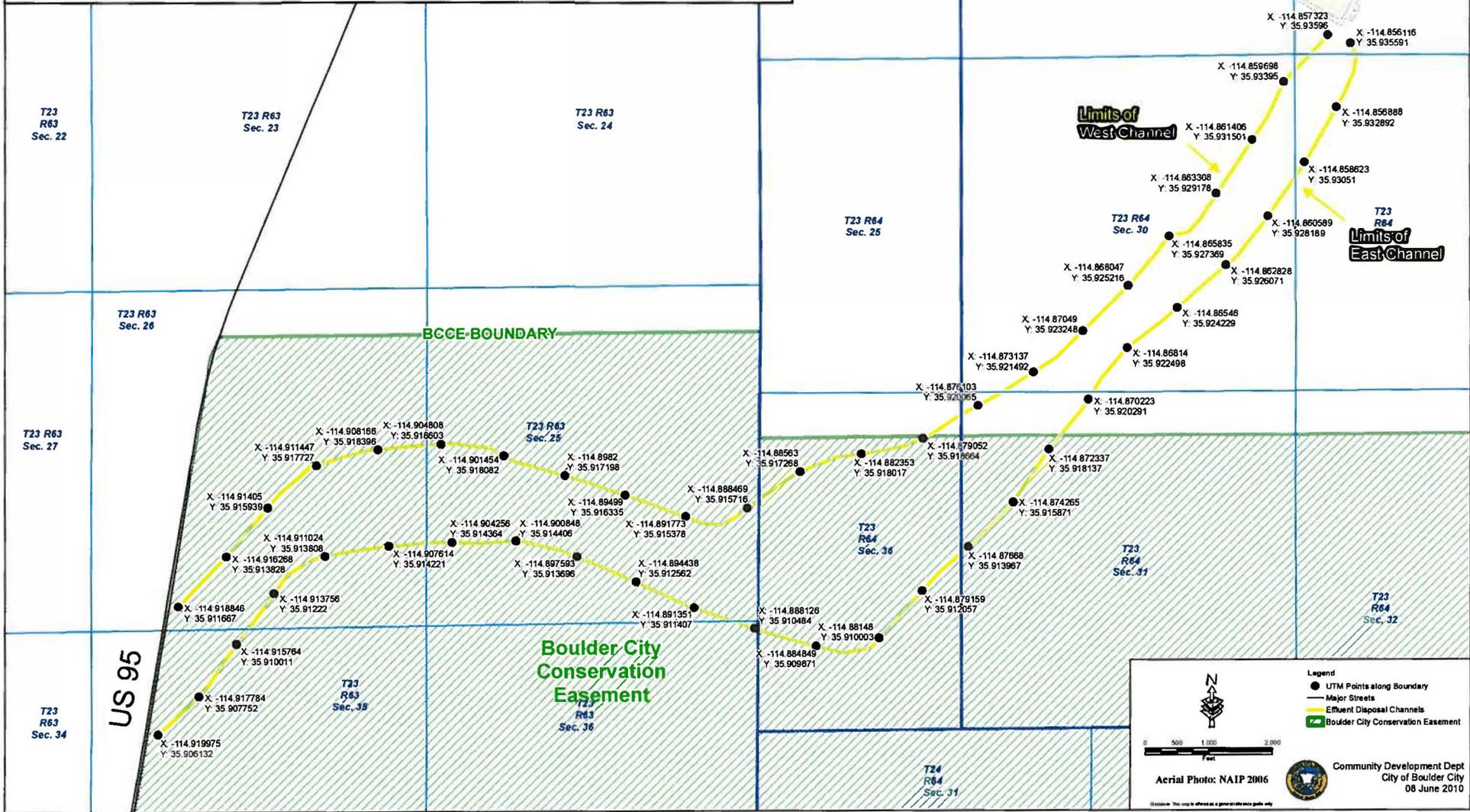
GENERAL PROTECTIVE MEASURES

1. The lessee(s) shall maintain all vehicles and equipment in good working condition and shall repair any vehicle or equipment immediately if there is leakage of motor oil, antifreeze, grease, or other hazardous materials. Hazardous spills shall be immediately cleaned up and disposed of at an authorized facility.
2. Vehicular traffic during construction shall be confined to open roads and approved work areas. Cross-country travel is prohibited. The speed limit will be 25 miles per hour during the less-active season (November through February) and 15 miles per hour during the more-active season (March through October).
3. Trenches shall not be left uncovered overnight.

**ATTACHMENT D
LIMIT OF BOULDER CITY WASTEWATER TREATMENT PLANT -
TREATED EFFLUENT DISCHARGE AREA**

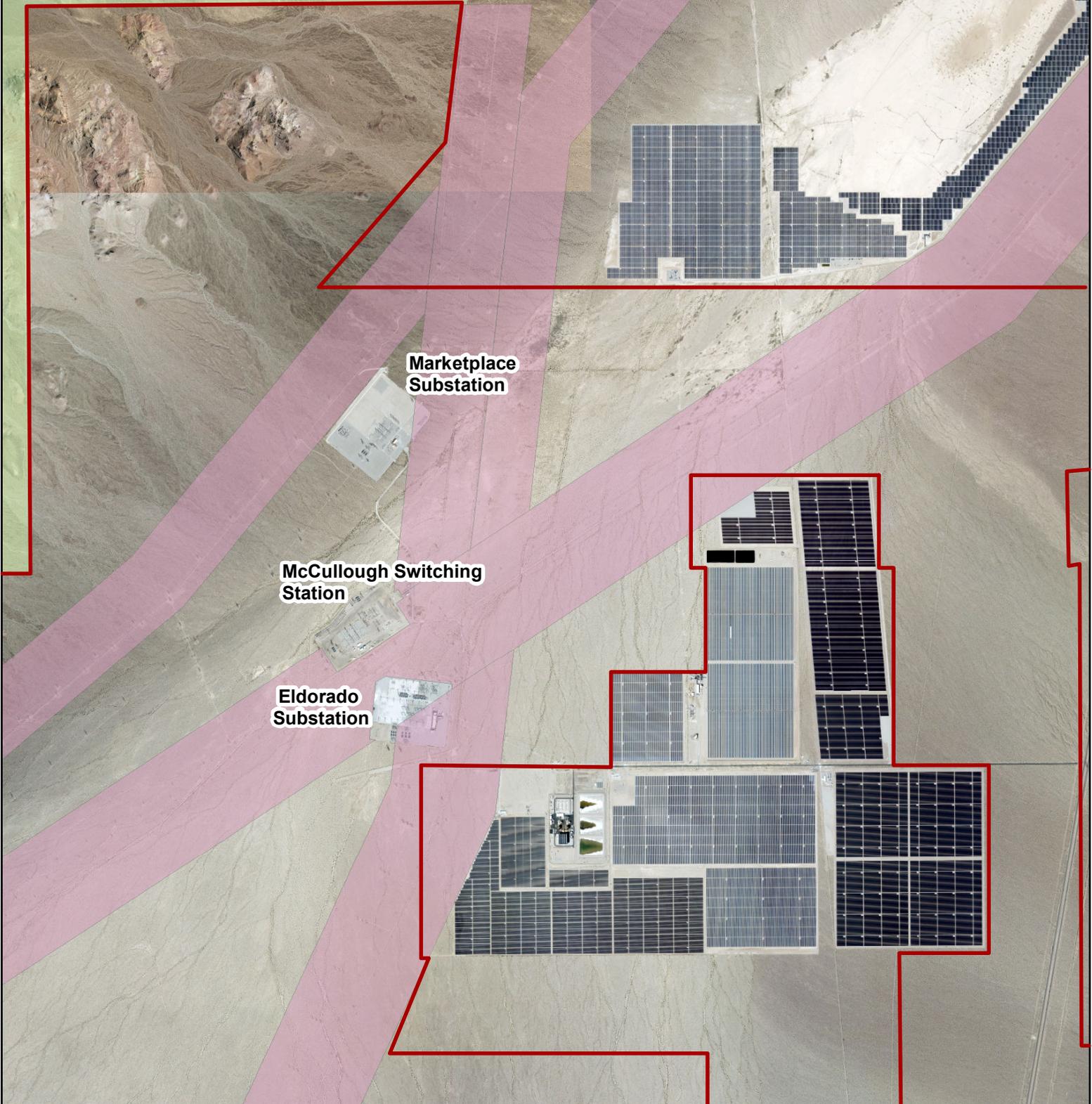
Attachment D - Limit of Boulder City Wastewater Treatment Plant- Treated Effluent Discharge Area

Waste Water Treatment Plant
Sec. 19



**ATTACHMENT E
ENERGY ZONE MAP**

Attachment E
Energy Zone Map



Legend

-  Boulder City Conservation Easement
-  BLM Utility Corridor
-  Sloan Canyon NCA



desert conservation
PROGRAM

0 0.4 0.8 1.6 Miles

Exchange1.mxd



**ATTACHMENT F
BEST PRACTICES TO BE USED FOR THE CONSTRUCTION,
MAINTENANCE, AND OPERATION OF INFRASTRUCTURE TO PASS
THROUGH AND WITHIN THE EASEMENT**

ATTACHMENT F BEST PRACTICES TO BE USED FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF INFRASTRUCTURE TO PASS THROUGH AND WITHIN THE EASEMENT

The sections below describe the requirements for minimization and restoration on the BCCE, an explanation of the categories of disturbance that may be permitted on the BCCE, the parameters of success for restoration activities, and best practices for restoration. These best practices shall be used as part of the evaluation of BCCE special use permit requests.

1 GOAL

The goal for activities that may temporarily or permanently disturb the BCCE is to minimize impacts to the greatest extent practicable. For those areas that are disturbed, the goal for restoration on the BCCE is to restore 100 percent of the structure and function of areas that have been disturbed.

2 STANDARDS

In general, minimizing the aerial extent (aka footprint) of disturbed areas for all three categories of disturbance is strongly recommended. In those instances where disturbance is not avoided, restoration shall be required. The objective of restoration is the replacement of 100 percent of the cover and structure of living and dead native vegetation. Dead vegetation provides shelter for wildlife and vertical structure (known as "vertical mulch") that traps and shelters seeds of native species, thus allowing for increased germination rates compared to sites with less overall cover. In general, a project will be considered successfully restored when the following conditions are met (in comparison to pre-disturbance conditions or undisturbed reference sites):

- Meet or exceed the specified percent cover of native perennial vegetation
- Meet or exceed the specified percent cover of native annual vegetation
- Meet or exceed the specified species richness of native perennial vegetation
- Meet or exceed the specified species richness of native annual vegetation
- No increase in non-native species richness
- No increase in non-native species cover
- Lack of significant erosion
- Site is visually integrated into the surrounding undisturbed landscape

Remedial actions to meet restoration criteria will be taken when sites are not progressing towards meeting success standards. Monitoring and reporting periods will be extended if restoration criteria are not being met. See Section 5.4 for additional details on how success will be determined.

3 SITE RELEASE / BOND

A bond of sufficient size to fund restoration of the entire area permitted for disturbance shall be posted by the project proponent to the City. Additionally, a fee shall be paid to the County to fund long-term monitoring of restoration success. Upon City and County review of and acceptance of the One-Year Monitoring Report, the City will release 90 percent of the total bond amount if the County has determined that restoration is on a trajectory towards 100 percent recovery. The One-Year Monitoring Report shall document all reclamation activities and include pre- and post-construction photo points as well as qualitative and quantitative monitoring data described below. Five years after project completion an additional review of restoration task success will be conducted by the County to determine if any portion of the remaining 10 percent of the bond is needed for additional remediation, or if any portion of the remaining 10 percent can be released to the project proponent.

4 CATEGORIES OF DISTURBANCE

Three categories of disturbance are described below: D-1, Overland Drive and Crush; D-2, Clear and Cut; and D-3, Clear and Cut with Soil Removal. Category D-2, Clear and Cut is strongly discouraged and existing access roads shall instead be used to access work areas. Each category is described in more detail below.

4.1 D-1. OVERLAND DRIVE AND CRUSH.

Disturbance caused by accessing a site without significantly modifying the landscape. Vegetation is crushed but not cropped. Soil is compacted, but no surface soil is removed. Examples include utility line tensioning and pulling areas, tower pad sites, overland access to fiber optic meter sites, salvaged soil or rocks stockpiling areas, and spur roads to electrical distribution line structures. Even though vegetation may be damaged or even destroyed, the surface soil and seed bank remains in place. Some crushed vegetation will likely resprout after disturbance ceases. These activities would result in minimal to moderate disturbance. This method has a low risk for invasion of non-native plant species.

D-1 OVERLAND DRIVE AND CRUSH RESTORATION REQUIREMENTS

General restoration actions for Overland Drive and Crush disturbances include:

Pre-construction:

- 1 Conduct pre-construction monitoring
- 2 Seed collection
- 3 Cactus and yucca salvage and temporarily relocate outside of disturbance area and within the right-of-way

Post-construction:

- 1 Earthworks: selectively decompact terrain, if required by County, or erase tracks
- 2 Replace salvaged cactus and yucca within areas unlikely to be redisturbed within the right-of-way
- 3 Reseed
- 4 Treat for noxious and/or invasive weeds
- 5 Install restoration signs
- 6 Monitor and report

4.2 D-2. CLEAR AND CUT.

Disturbance caused by accessing the project site, but having to clear all vegetation in order to improve or provide suitable access for other equipment. All vegetation is removed, soils are compacted, but no surface soil is removed. Examples include temporary access roads where the road is improved for access and could include some examples from D-1 above. Clear and cut activities would result in moderate disturbance. This method has a moderate risk for invasion of non-native plant species.

D-2 CLEAR AND CUT RESTORATION REQUIREMENTS

General restoration actions for Clear and Cut disturbances include:

Pre-construction:

- 1 Conduct pre-construction monitoring
- 2 Seed collection
- 3 Cactus and yucca salvage and temporarily relocate outside of disturbance area and within right-of-way

- 4 Scrape and separate to the side of disturbance surface vegetation (Le. vertical mulch), surface rocks, and surface soil. In other words, three passes are required - one to collect the vertical mulch and a second pass to collect surface rocks, and a third to collect the surface layer of soil.

Post-construction:

- 1 Earthworks: Replace surface soil, decompact terrain, recontour, replace vertical mulch and rocks
- 2 Process, remove, or color caliche
- 3 Perennial shrub outplanting
- 4 Replant cactus and yucca within areas unlikely to be redisturbed within the right-of-way
- 5 Reseed
- 6 Treat for noxious and/or invasive weeds
- 7 Application of County-approved simulated landscape patina colorant to rocks and/or newly exposed caliche to camouflage the restoration area
- 8 Installation of restoration signs
- 9 Monitor and report

4.3 D-3. CLEAR AND CUT WITH SOIL REMOVAL.

Disturbance caused by removing all vegetation in the impact zone, the soils are compacted and the surface soil is displaced and (for projects requiring underground installation) the subsurface soils also are displaced. These activities result in heavy disturbance and are most likely to lead to invasions of non-native plant species. Examples include pipelines, buried fiber optic lines, and access roads that require grading and filling.

D-3 CLEAR AND CUT WITH SOIL REMOVAL RESTORATION REQUIREMENTS

General restoration actions for Clear and Cut with Soil Removal disturbances include:

Pre-construction:

- 1 Conduct pre-construction monitoring
- 2 Seed collection
- 3 Cactus and yucca salvage and temporarily relocate outside of disturbance area and within right-of-way
- 4 Scrape and separate to the side of disturbance surface vegetation (i.e., vertical mulch) and surface rocks, surface soil, and subsurface soil. In other words, three to four passes are required - one to collect the vertical mulch, a second to collect surface rocks, and a third and possible fourth pass to collect each layer of soil depending on depth of disturbance.

Post-construction:

- 1 Earthworks: Replace soils (in proper order), decompact terrain, recontour, replace vertical mulch and rocks
- 2 Process, remove, or color caliche
- 3 Perennial shrub outplanting
- 4 Replant cactus and yucca within areas unlikely to be redisturbed within the right-of-way
- 5 Reseed
- 6 Treat for noxious and/or invasive weeds
- 7 Application of County-approved simulated landscape patina colorant to rocks and/or newly exposed caliche to camouflage the restoration area
- 8 Installation of restoration signs
- 9 Monitor and report

5 DETAILED DESCRIPTIONS OF RESTORATION REQUIREMENTS

The restoration plan shall be divided into five sections: 1) Survey and Planning Activities, 2) Pre-construction Actions, 3) Post-construction Actions, 4) Monitoring, and 5) Reporting. These sections shall describe sequential actions for a project, and each is described in more detail below.

5.1 SURVEY AND PLANNING ACTIVITIES

The following is a description of survey and planning activities required of proponents prior to the start of pre-construction actions. This includes: 1) project area survey; 2) identification of disturbance levels; 3) seed collection; 4) establishment of pre-construction site conditions 5) special status plant inventories; 6) determination of restoration actions; and 7) report to County.

1. Project Area Survey. All aspects of the project shall be surveyed, including but not limited to, permanent facility locations, permanent access roads, temporary use areas, stockpiling areas, pulling and tensioning sites, tower locations, spur roads, and temporary access roads. Surveys shall be recorded as GPS point features and delivered to the County as ArcView shapefiles or ArcInfo export files. Baseline pre-construction qualitative and quantitative monitoring of vegetation shall be performed by the project proponent to document the pre-construction conditions.
2. Identification of Disturbance Levels. Disturbance levels will be identified for each portion of the project area, and depicted on a map at a scale of no greater than 1:2,400.
3. Seed Collection. An appropriate seed mix for the project area shall be developed and approved by the County as part of the project application process. If the project area includes more than one habitat type, the restoration plan may be divided into two or more zones with different seed mixes required for each zone. Seed collection activities may occur when seeds are available. Seed collection may be conducted on public lands (not on the BCCE) or acquired through an approved seed company and be conducted by an approved/qualified seed company. Only mature seed shall be collected. Pounds of seed will be calculated based upon approved seed mixture and seeding rate.

If collecting seed, no more than 50 percent of seed shall be collected from any one population. After collection, the seeds shall be cleaned, tested for pounds live seed, certified weed free, and stored. All seeds shall be stored dry in a dry insect/rodent proof container that is labeled with location and date of collection and collector's name. A summary of seed collected or procured shall be provided.

4. Establishment of Pre-construction Site Conditions. The project proponent shall complete qualitative and quantitative monitoring, in coordination with the County Restoration Botanist, to establish pre-construction baseline site conditions. Monitoring protocols are further described below under the Section 5.4 Monitoring. The photos, field data sheets, data tables and summary information shall be reported and provided to County prior to the start of salvage activities, with the exception of cactus and yucca flagging.
5. Special Status Plant Inventories. If requested by County, special status plant inventory surveys consisting of transect lines that cover 100 percent of potential habitat shall be conducted. Transect lines walked and encountered plant individuals shall be recorded as GPS point features and delivered to the County as ArcView shapefiles or ArcInfo export files. A summary of findings shall be included in the Pre-construction Survey Report and Restoration Plan.

6. Determination of Restoration Actions. Determination of proposed restoration activities shall be provided. Restoration actions shall be depicted on maps at the same scale as those provided for disturbance levels.
7. Report to County. A Pre-Construction Survey Report and Restoration Plan shall be provided to and approved by the County prior to the start of pre-construction activities that includes all information identified above.

5.2 PRE-CONSTRUCTION ACTIONS

The following is a description of restoration actions that shall be performed prior to the construction of the project. This includes 1) salvage of cactus and yucca; 2) salvage of vertical mulch and surface rocks; and 3) salvage of surface and subsurface soils.

1. Salvage of Cactus and Yucca. The project proponent shall identify on site with flagging tape all cacti and yucca that are present within the construction area and will mark the north orientation for all cacti. During survey all yucca clusters shall be counted as separate plants. This flagging and survey may be conducted during pre-construction monitoring. A list describing quantity and species will be forwarded to the City and the County upon completion of task.

Project proponent shall obtain any necessary permits to handle cactus and yucca from the Nevada Division of Forestry. All cacti and yucca under 8 feet (2.4384 m) in height will be salvaged, except for cylindropuntia cacti (aka cholla), including *Opuntia echinocarpa*, *O. acanthocarpa*, and *O. ramosissima* over 3 feet (0.9144m) tall. Any individuals over the heights noted above are not required to be salvaged and will instead become a part of the salvaged "vertical mulch". All live cactus to be salvaged will be tagged in such a way to note the north-facing side of each individual prior to removal from the soil.

The temporary storage area will be prepared before transplanting begins. Salvaged live cactus and yucca shall be removed with no less than 2 inches (5.08 cm) of the root structure intact. Salvaged live material shall be shaded until moved to the temporary storage area, stored on site within the right-of-way, and planted to a depth of no more than original depth of soil cover. All cactus shall be planted with their original north-south orientation. It is recommended to plant similar species together, with individuals of similar size together as to allow for greater control of watering rates. Watering guidelines are as follows:

- Water thoroughly immediately after transplant
 - Water thoroughly 2 weeks after transplant
 - Water additionally as needed but no more frequently than every two weeks to avoid root rot
 - Watering rates and quantities shall be determined according to the size and species of each plant.
2. Salvage of Vertical Mulch and Surface Rocks. After completion of cactus and yucca salvage and storage, remaining live and dead above ground vegetation materials shall be removed and stored within right-of-way for future restoration use as vertical mulch. Other perennial native vegetation is not salvaged live due to low rates of success compared with other restoration methods and higher costs associated with live salvage, as described in Abella and Newton (2009).

Rocks no larger than 12 inches (30.48 cm) in diameter, gravel and cobble on the surface shall be removed and stored in small piles or windrows within the right-of-way for later replacement in area of salvage. Larger rocks and boulders that must be removed for construction should also be salvaged. Under no circumstances shall cactus and yucca be buried by the salvaged rock or vertical mulch piles.

3. Salvage of Surface and Subsurface Soils. The top 4 inches (10.16 cm) of soil shall be scraped and stored in uncompacted piles no more than 4 feet (1.2192 m) high within the right-of-way. The salvaged top soil shall not be mixed with deeper soils, as this decreases the viability of seeds found in the topsoil, as described in Scoles-Sciulla and DeFalco (2009).

To the extent practical, root crowns and roots of perennial vegetation shall be left in place to assist recovery of the area post-construction. Subsurface soils that must be removed for construction purposes shall also be salvaged and stored in piles separate from the salvaged top soil within the right-of-way. Under no circumstances shall cactus or yucca be buried by the salvaged soil piles.

Salvaged soil should be labeled and protected from erosion and inadvertent use as fill. Overall handling should be kept to a minimum.

5.3 POST-CONSTRUCTION ACTIONS

The following is a description of the actions that may take place after the end of construction. This includes 1) earthworks, 2) decompact terrain and recontour drainage, 3) process, remove, or color caliche, 4) erase equipment tracks, 5) replace vertical mulch and surface rocks, 6) replant cactus and yucca, 7) perennial shrub outplanting 8) reseed, 9) install restoration signs and 10) post-construction monitoring.

1. Earthworks. Replace salvaged soils in proper order, with subsurface below surface soils. Once all soils are replaced, rake or harrow to create microtopographic features that will greatly enhance restoration success as described in Abella and Newton (2009).
2. Decompact Terrain and Recontour Drainage. Decompact soils by ripping and/or harrowing soils in areas that were impacted and/or compacted by the project, unless that compaction is part of the approved project design. Depth of compaction relief will depend on site-specific conditions. Care shall be taken to avoid “corn rows” and to prevent inverting the soil layers. Recontour soils to restore natural drainage patterns, or recontour to conform to approved project design. The soil shall be left adequately rough to provide microtopographic features.
3. Process, Remove, or Color Caliche. Any cut rocks or newly exposed caliche shall be recolored with a County-approved permanent, non-toxic, landscape colorant, such as Permeon ©.
4. Erase Equipment Tracks. Remove tracks made by equipment by manual raking or other means that will not compact the soils. Rake or harrow as above to create microtopographic features that greatly enhance restoration success as described in Abella and Newton (2009).
5. Replace Vertical Mulch and Surface Rocks. Replace surface rocks by partially burying any large boulders or rocks and placing salvaged cobble and gravel to mimic surrounding, undisturbed areas. This camouflages sites and reduces likelihood of vandalism or illegal vehicular use that might jeopardize restoration success. Position vertical mulch to mimic the density and vertical structure of vegetation prior to construction, burying each dead shrub or cactus partially to reduce loss to wind.
6. Replant Cactus and Yucca. Salvaged cactus and yucca shall be replanted in restored areas not likely to be redisturbed in the next 10 years. Cactus will be replanted so that marked North indicator again faces north. All salvaged cactus and yucca will be planted to mimic the pre-construction distribution of each species, and in densities similar to pre-construction density. A watering berm will be created for each plant. Watering guidelines are as follows:

- Water thoroughly immediately after transplant
 - Water thoroughly 2 weeks after transplant
 - Water additionally as needed but no more frequently than every two weeks to minimize risk of root rot
 - Watering rates and quantities shall be determined according to the size and species of each plant
 - Watering shall continue for at least one growing season or until plants are well established
7. Perennial Shrub Outplanting. Outplanting of dominant perennial shrubs is recommended for sites at which sub-surface soils or root structures have been removed due to the low rate of seeding success for many desert shrub species. Shrubs will be from seed collected as described in Section 5.1 and grown out in a nursery or from native plant nurseries which have acquired seed from the appropriate seed zone. All plant pots must be certified weed free. The quantity of shrubs to be outplanted shall be based on baseline and post-construction site conditions. Shrubs will be planted in a random pattern, avoiding rows or grids. Protective sleeves or wire cages shall be installed when herbivory is anticipated. A watering berm will be created for each plant. Watering guidelines are as follows:
- Water thoroughly immediately after transplant
 - Water thoroughly 2 weeks after transplant
 - Water additionally as needed but no more frequently than every two weeks to minimize risk of rot
 - Ensure that the quantity of water provided to each plant is sufficient to fully saturate and cool the soil surrounding the plant's roots to minimize the risk of root rot
 - Watering shall continue for at least one growing season or until plants are well established
8. Reseed. During the months of September - December, the County-approved, certified weed-free seed mix shall be applied to the entire prescribed disturbed area at a rate of no less than 125 live seeds per square yard (150 live seeds per square meter). If different zones were prescribed by the County, seed mixes shall only be used in the appropriate zones. Seeded areas should be raked or dragged to cover the seeds with approximately 1 inch (2.54 cm) of surface soil material.
9. Treat for Noxious and/or Invasive Weeds. Project proponents will survey for weeds at biologically relevant times of year, document their presence, and control or eradicate localized non-native/noxious species occurrences through the use of manual, mechanical, or chemical methods as determined to be appropriate by a qualified restoration or weed management professional. Weeds shall be treated or removed before they have gone to seed. Project proponents will take measures to minimize the spread of weeds to surrounding areas and to minimize any damage to native species and habitat.
10. Install Restoration Signs. Where restoration areas abut or intersect permanent utility roads or other roads that are designated "open" by the land manager, or other public roads, signs shall be posted within the project right-of-way, oriented so the sign surface is visible to those roads, and shall identify the area as a restoration area that should not be disturbed. The sign shall also identify the project proponent. If the restoration is adjacent and parallel to such a road described above, signs shall be posted every 500 feet (152.4 m). Signs shall be maintained by project proponent for a period of 5 years after restoration project is declared complete by County and City.
11. Post-construction Monitoring. As further described below, the project proponent is responsible for a monitoring event post-construction, and the first year of monitoring after project completion has been

accepted by the City and County. Project proponent is also responsible for funding the 5 years of post-restoration monitoring that will be conducted by County to determine the effectiveness of restoration techniques.

5.4 MONITORING

The following are the types of monitoring required before construction, during the construction and restoration activities, and after restoration activities have been completed.

1. Baseline pre-construction monitoring. Baseline pre-construction qualitative and quantitative monitoring shall be performed by the project proponent to document the pre-construction conditions.
2. Post-construction monitoring. A minimum of 6 years of post-construction qualitative and quantitative monitoring will take place for each project. Project proponent shall conduct year one of six, and shall provide funds to the City and County for County to conduct monitoring in years two through six.
3. Compliance monitoring. Compliance monitoring by the City and/or the County may take place throughout the term of the project. The goal of compliance monitoring is to determine if the activity (including minimization and restoration actions) is progressing as approved by the City and the County.
4. Qualitative monitoring. The goal of qualitative monitoring is to document site conditions and evaluate the need for remediation to ensure that sites are progressing toward the success standard. Photo points will be established to document the pre-construction and post-construction restoration state of the vegetation and soil in each year of monitoring (a total of at least 7 years of photos.) Photo monitoring methods are described in a technical report produced for the US Forest Service in Hall (2002).

In addition to photo points, qualitative monitoring will include observations of:

- health and vigor of salvaged cacti and yucca and outplanted shrubs
- herbivory
- plant disease or infestation
- presence of non-native species
- presence of seedlings from species included in the applied seed mix
- additional native plant recruitment
- soil erosion
- vehicle incursions
- status of signage and other restoration structures

Note that some of the above observations will not apply to pre-construction qualitative monitoring.

5. Quantitative monitoring. The purpose of quantitative monitoring is to provide the information necessary to assess whether the restoration work is achieving the stated objectives of the approved restoration plan. Pre-construction conditions will be used to determine success criteria whenever possible, but if pre-construction data is unavailable for any reason, measurements will be compared to those made from a nearby undisturbed reference area. Undisturbed reference plots will consist of a 10 x 10 m plot located within 100 m of the disturbance area. Undisturbed reference plots must be of the same ecological community type as was present in the disturbance area before construction.

The following metrics shall be required, as determined by County, for quantitative monitoring of restoration sites:

Special Status Plant Species Monitoring, if requested by County, will be conducted using transects that cover 100 percent of potential habitat. Inventory efforts must be recorded as GPS line features and all species status species encountered must be recorded as GPS point features and delivered to the City and the County as ArcView shapefiles or ArcInfo export files. Success standards related to special status plant species will be determined by County on a per-project basis.

Weed Species Richness is measured by counting the number of weed (non-native) plant species present within the disturbance area. A list of all non-native plant species observed during the project will also be provided.

Success Standards for 90% bond release:

- No additional non-native species present or documented evidence of weed management and control efforts

Success Standards for final 10% bond release:

- No additional non-native species present and documented evidence of weed management and control efforts.

Native Plant Species Richness is measured by counting the number of native plant species present within the disturbance area. A list of native plant species encountered within the disturbance area will be provided, and the project proponent will indicate which species is/are dominant on each site.

Success Standards for 90% bond release:

- No less than 50% match for native perennial species richness
- No less than 50% match for native annual species richness
- All dominant species present during baseline monitoring must be present

Success Standards for final 10% bond release:

- No less than 80% match for native perennial species richness
- No less than 80% match for native annual species richness
- All dominant species present during baseline monitoring must be present

Vegetation Cover (aerial) is measured by estimating the percentage of ground covered by living plant species within a sampling unit as seen from the top down.

The entire disturbance area at each site will be observed to determine estimates of vegetation cover. If a disturbance area is too large to assess as a whole or consists of multiple ecological community types, it may be divided into smaller sections for the purposes of quantitative and qualitative monitoring with prior approval from County.

Percent cover for native perennials will be documented for each individual species. Percent cover of annual natives will be documented collectively. Percent cover of non-native species will be documented for each individual species.

Project proponents will utilize the following cover classes: trace (very uncommon with much less than 1%), 0-1%, 1-2%, 2-5%, 5-10%, 10-25%, 25-50%, 50-75%, 75-95%, >95%.

Success Standards for 90% bond release:

- Native perennial species collectively within two cover classes of baseline measurements but no less than 1% cover and indications of a trajectory toward increasing cover
- Native annual species collectively within one cover class of baseline measurements
- Non-native species each below or matching cover class of baseline measurements

Success Standards for final 10% bond release:

- Native perennial species collectively within one cover class for baseline measurements and dominant native perennial species present during baseline monitoring make up the majority of the vegetative cover
- Native annual species collectively within one cover class for baseline measurements
- Non-native species each below or matching cover class of baseline measurements and project proponent has made persistent efforts to control or irradiate weeds on site

5.5 REPORTING, BOND, AND MITIGATION FEE

The following reports shall be submitted by the project proponent to the County and City in accordance with the schedule outlined in Table 1.

All reports shall be submitted to County and City contacts noted below

Clark County

Attn: Restoration Botanist
Desert Conservation Program
Department of Air Quality
4701 W. Russell Road, Suite 200
Las Vegas, Nevada 89118

Boulder City

Attn: Contracts/Real Estate Manager
City of Boulder City, Nevada
401 California Ave
Boulder City, Nevada 89005

PRE-CONSTRUCTION SURVEY AND RESTORATION REPORT

This report shall include a discussion of pre-construction survey results and the applicant's proposed restoration plan, prepared in accordance with the guidelines in this document. This shall include:

- A summary of the proposed disturbance activities.
- Project area survey and associated GIS shapefiles depicting the project area.
- A depiction of disturbance levels on a map with a scale no less detailed than 1:2,400. Disturbance levels shall be described using terms and definitions provided in this document (D-1 Overland Drive and Crush, D-2 Clear and Cut, and D-3 Clear and Cut with Soil Removal).
- A description of the applicant's proposed seed mix, to include species composition and application rates (pounds/acre), if applicable.
- Proposed determination of restoration actions (including monitoring protocol) and depiction of those actions on maps of the same scale provided for disturbance levels.
- Results of pre-construction qualitative and quantitative monitoring activities, to include photos, field data sheets, GIS data, and a written summary.

At the County's discretion, the Pre-construction Survey and Restoration Report may need to be revised to include the results of a special status plant survey before final approval. County will make this determination based on project disturbance locations and proximity to known or modeled habitat for rare plant species.

Following submittal and approval of the Pre-construction Survey and Restoration Report, Boulder City, in coordination with County, will determine the appropriate bond amount to be assessed, and County will determine the amount of the mitigation monitoring fee to be paid to County. The bond and mitigation fee must be paid by the project proponent before any ground-disturbance activities may commence.

PRE-CONSTRUCTION ACTIVITIES REPORTING

Upon completion of cactus and yucca salvage, a list describing the quantity of each species salvaged will be provided to the County Restoration Botanist.

PROJECT COMPLETION REPORT (AS-BUILT)

Within 30 days of the completion of construction and restoration activities, including installation of signage for restoration areas, the project proponent shall submit a Project Completion Report to County and City. This report shall include a summary of the project construction activities and restoration activities completed.

ONE-YEAR MONITORING REPORT

The project proponent is responsible for completing the first year of post-restoration monitoring activities. The results of monitoring shall be summarized in a report, to include photos, field data sheets, GIS data, and a written summary of monitoring activities, which shall be submitted to County and City.

Upon review of the One-year Monitoring Report, County shall make a determination regarding the preliminary success of restoration actions. If restoration is on a trajectory towards 100 percent recovery, then County shall notify the City and the City may release 90 percent of the bond to the project proponent. County shall assume responsibility for conducting all post-construction monitoring of restoration if the County makes a determination of preliminary success of restoration actions and the One-year Monitoring Report is completed satisfactorily.

If restoration is not on acceptable trajectory, then remedial action is required and the project proponent should consult with the County Restoration Botanist on remedial action to be taken. One additional year of monitoring (at a minimum) will be required until restoration conditions are satisfactory. The final 10 percent of bond may only be released once restoration conditions are deemed satisfactory following six years (at a minimum) of monitoring post-construction restoration.

ADDITIONAL MONITORING REPORTS (IF REQUIRED BY COUNTY)

The project proponent shall continue to submit annual monitoring reports until restoration of disturbed areas is on an acceptable trajectory towards 100 percent recovery. County will notify City when restoration is deemed successful and the final 10 percent of the bond may be released.

**TABLE 1.
SCHEDULE OF APPLICATIONS, APPROVALS, AND REPORTING**

ACTION	RESPONSIBLE PARTY	SEQUENCE
Submit Reserve Use Request to County	Project Proponent	
Approve/deny Reserve Use Request	County and City	
Request to proceed submitted to City	Project Proponent	
Pre-construction Survey and Restoration Report submitted to County	Project Proponent	Only upon approval of the Reserve Use Request
If required by County, conduct special status plant species surveys and submit a revised Pre-construction Survey and Restoration Report to County	Project Proponent	
Approve any biocides proposed by the project proponent for use	Fish and Wildlife Service approves/rejects upon request from County	
Pre-construction work may begin	Project Proponent	Only upon approval of the final Pre-construction Survey and Restoration report
Post bond to City for restoration plan costs	Project Proponent	
Pay mitigation fee to County for monitoring costs	Project Proponent	
Conduct yucca and cactus salvage, submit Pre-construction Activities report to County	Project Proponent	
Project construction may begin	Project Proponent	Only upon approval of the Pre-construction Activities Report
Project Completion Report to County	Project Proponent	
One-year Monitoring Report submitted to County	Project Proponent	
Evaluation of preliminary restoration success	County	
Release 90 percent of bond	City	Only upon determination of preliminary restoration success
Additional Annual Monitoring Report(s) submitted to County (only if required by County)	Project Proponent	
Notify City of completed restoration	County	Once six years of monitoring are completed and restoration is deemed successful
Release final 10 percent of bond	City	

6 REFERENCES

Abella, S.R., and A.C. Newton. 2009. "A Systematic Review of Species Performance and Treatment Effectiveness for Revegetation in the Mojave Desert, USA." Pp. 45-74 in *Arid Environments and Wind Erosion*, edited by A. Fernandez-Bernal and M.A. De La Rosa. Hauppauge, NY: Nova Science Publishers, Inc.

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Scoles-Sciulla, S. J., and L. A. DeFalco. 2009. "Seed reserves diluted during surface soil reclamation in eastern Mojave Desert." *Arid Land Research and Management* 23(1):1-13.