

Norton A-19 Tract/LANL Boundary Fence
Los Alamos, NM

Contract No. M24NA70474

EASEMENT BETWEEN

THE INCORPORATED COUNTY OF LOS ALAMOS

AND

**THE UNITED STATES OF AMERICA
ACTING BY AND THROUGH
THE DEPARTMENT OF ENERGY
NATIONAL NUCLEAR SECURITY ADMINISTRATION**

FOR

**NORTON A-19 TRACT/LANL BOUNDARY FENCE
LOS ALAMOS, NM**

Grantor Initials:  Grantee Initials: _____

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**DEPARTMENT OF ENERGY
NATIONAL NUCLEAR SECURITY ADMINISTRATION
EASEMENT**

INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO, whose address is 1000 Central Avenue, Los Alamos, NM , hereby known as the **“Grantor”**, hereby grants to the **UNITED STATES OF AMERICA**, acting by and through the **U.S. DEPARTMENT OF ENERGY/NATIONAL NUCLEAR SECURITY ADMINISTRATION (DOE/NNSA)**, under and by virtue of the authority granted by Section 161g of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2201g), its successors and assigns, hereby known as the **“Grantee”**, an Easement subject to the following terms and conditions:

1. RIGHTS GRANTED

The Grantor grants to Grantee a perpetual and assignable Easement to construct, operate, maintain, and repair a fence in, upon, over and across the land described in Exhibit A, hereby known as the **“Premises”**, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the Easement; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the Grantor, it’s heirs, executors, administrators, successors, and assigns the right to use the surface of such land as access to their adjoining land.

2. TERMINATION

This Easement in its entirety may be terminated by the Grantor or Grantee upon reasonable notice:

- a. if the Grantor and or Grantee determines that the Easement interferes with the use or disposal of a portion or all of the Premises by the Grantor and or Grantee;
- b. for failure, neglect, or refusal by the Grantee and or Grantor to fully and promptly comply with any and all of the conditions of this Easement;
- c. for nonuse for a two-year period; or
- d. for abandonment.

3. CONSIDERATION

The Consideration for this Easement is the construction, operation and maintenance of the Premises by the Grantee for the benefit of the United States and the general public.

Grantor Initials: Am Grantee Initials: _____

4. AUTHORIZED REPRESENTATIVES AND NOTICE

a. The Grantor's representative shall be the County Manager, Incorporated County of Los Alamos, 1000 Central Avenue, Suite 350, Los Alamos, NM 87544.

b. The Grantee's representative shall be the Real Estate Contracting Officer, National Nuclear Security Administration Real Estate Division (NA-913), P.O. Box 5400, Albuquerque, New Mexico 87185; realestate@nnsa.doe.gov. The Grantee's local representative shall be the Utilities and Sustainability Program Manager, Los Alamos Field Office, 3747 West Jemez Road, Los Alamos, New Mexico 87544, Cassandra.Begay@nnsa.doe.gov.

c. No notice, order, direction, determination, requirement, consent, or approval under this Easement shall be of any effect unless given in writing or via email.

5. OPERATION AND MAINTENANCE

The operation and maintenance of the Premises shall be accomplished without cost or expense to the Grantor. The said work shall be accomplished in such a manner as not to conflict with the rights of the Grantor nor to endanger personnel or property of the Grantor.

6. AUTHORITY TO GRANT

The Grantor represents and warrants that it is the owner of the property and has full right, power, and authority to enter into this Easement and grant the rights set out in this Easement.

7. GRANTOR RESPONSIBILITY

The Grantor responsibility is set out within the terms and conditions of the rights granted under this Easement. The Grantor makes no representation as to the suitability or fitness of the Premises for the intended purpose.

8. GRANTEE PERFORMANCE

a. The Grantor's failure to insist in any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or relinquishment of the Grantor's right to the future performance of any such terms, covenants, or conditions. The Grantee's obligations with respect to any such future performance shall continue in full force and effect.

b. The Grantee shall not unlawfully pollute the air, ground or water or create a public nuisance. The Grantee shall use all reasonable means available to protect the environment and natural resources from damage arising from this Easement or activities incident to it and, where damage nonetheless occurs, the Grantee shall restore the damaged resources. The Grantee shall promptly comply with all Federal, State, and local laws, ordinances, and regulations applicable to the Grantee's operations on the Premises controlling the quality of the environment. If the

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Grantee discovers contamination on the Premises, the Grantee shall immediately cease activities and notify the Grantor's Representative.

9. GRANTEE RESPONSIBILITY

a. During construction, the Grantee shall keep the construction sites and access roads in a clean and orderly condition by using enclosed refuse containers as approved by the Grantor.

b. Upon completion of the installation and/or repairs to the Project, the Grantee, at the Grantee's own expense shall remove construction debris, re-vegetate for erosion control, and grade to the original contour of the land. Construction debris and/or refuse shall be disposed of in accordance with the Grantor's requirements. The Grantee shall coordinate with the Grantor for site restoration requirements.

c. The Grantee shall supervise the Premises, inspect it at reasonable intervals and shall use reasonable efforts to immediately repair any damage found as a result of the inspection or when requested by the Grantor to repair any defects. The Grantee shall comply with such rules and regulations regarding security, ingress, egress, safety, sanitation, etc. as may be prescribed from time to time by the Grantor.

d. The Grantee will be responsible for property damage or injury to persons caused by the sole and direct negligence of their respective employees in performing on the Grantor's Premises the activities and restoration which are the subject of this Easement. Grantee shall obtain all necessary permits, licenses, and approvals in connection with the activities to be conducted by the Grantee on the Premises. During the performance of the activities specified in this Easement, the Grantee shall not unreasonably interfere with the use and enjoyment of the Premises by the Grantor.

10. ACCESS

During the term of this Easement, the Grantee shall have the right of access to and egress from the Premises as needed and shall have the right to bring necessary equipment upon the Premises in connection with the performance of the Grantee's activities as set out in Paragraph 1, Rights Granted.

11. TITLE TO EQUIPMENT, FIXTURES

Title to all equipment, fixtures, appurtenances, and other improvements furnished and installed in connection with the Grantee's activities under this Easement shall remain with the Grantee.

12. RESTORATION

Upon termination of this Easement, the Grantee may remove all its equipment, fixtures, appurtenances, and other improvements furnished and installed on the Premises in connection with the Grantee's activities under this Easement. The Grantee may restore the Premises, at the

Grantor Initials:  Grantee Initials: _____

Grantor's discretion, when such restoration is required in connection with the Grantee's activities, to the extent reasonably practical, to the condition existing at the time of initiation of

the Grantee's activities. With the consent of the Grantor, the Grantee may abandon Grantee-owned equipment, fixtures, appurtenances, and other improvements in place in lieu of restoration when it is in the best interests of the Grantee.

13. FUNDING

Pursuant to the Anti-Deficiency Act, 31 USC 1341, obligations by the Grantee under this Easement shall be subject to the availability of funds appropriated by Congress, and nothing in this Easement implies that Congress will appropriate funds to meet any deficiency.

14. TRANSFERS/ASSIGNMENTS

The Grantee shall neither transfer nor assign this Easement or any property on the Premises, nor subject the Premises or any part of the property, nor grant any interest, privilege, or license whatsoever in connection with this Easement.

15. OFFICIALS NOT TO BENEFIT

a. Whoever, being a Member of or Delegate to Congress, or a Resident Commissioner, either before or after he has qualified, directly or indirectly, himself, or by any other person in trust for him, or for his use or benefit, or on his account, undertakes, executes, holds, or enjoys, in whole or in part, any contract or agreement, made or entered into in behalf of the United States or any agency thereof, by any officer or person authorized to make contracts on its behalf, shall be fined under this title.

b. All contracts or agreements made in violation of this section shall be void; and whenever any sum of money is advanced by the United States or any agency thereof, in consideration of any such contract or agreement, it shall forthwith be repaid; and in case of failure or refusal to repay the same when demanded by the proper officer of the department or agency under whose authority such contract or agreement shall have been made or entered into, suit shall at once be brought against the person so failing or refusing and his sureties for the recovery of the money so advanced.

16. NON-DISCRIMINATION

No Party shall discriminate by segregation or otherwise against any person or persons because of race, religion, color, age, handicap, creed, national origin, sexual orientation or gender identity, in furnishing, or by refusing to furnish to, such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided therein.

17. COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Easement upon an agreement or understanding for a commission, percentage,

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brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business.

For breach or violation of this warranty the Grantor shall have the right to annul this Easement without liability or, in its discretion, to require the Grantee to pay the full amount of such commission, percentage, brokerage, or contingent fee.

18. GRANTOR INDEMNITY

The Grantor shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the Premises nor shall it be responsible for damages to the property or injuries to the persons of the Grantee or others who may be on the Premises at their invitation, arising from Grantor activities, and the Grantee shall hold the Grantor harmless from any and all such claims.

19. GRANTEE LIABILITY

The Grantee shall be liable for any personal injury, loss of, or damage to the Premises incurred as a result of its use and shall make such restoration, repair, or monetary compensation as may be directed by the Grantor as set out in this Easement. The Grantee shall not be liable for loss or damage to the Premises arising from causes beyond the control of the Grantee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the Premises are situated. Nothing contained within this Easement, however, shall relieve the Grantee of liability with respect to any loss or damage to the Premises, not fully covered compensated by insurance which results from willful misconduct, lack of good faith, or failure to exercise due diligence on the part of the Grantee.

20. SUCCESSORS IN INTEREST

This Easement and the Parties' commitments within, shall be binding on both Parties, their successors, and assigns.

21. AMENDMENT

This Easement contains the entire agreement between the parties hereto, and no modification of this Easement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the Parties to be bound or by a duly authorized representative.

22. ELECTRONIC SIGNATURES

Pursuant to the Uniform Electronic Transactions Act and the federal E-SIGN Act, the undersigned Signatory agrees that any and all signatures required on this Easement required or permitted to be given hereunder may be in electronic form ("Electronic Signature"). Any Electronic Signature submitted shall constitute a representation by the Signatory that (i) his/her signature is authentic, (ii) the Signatory has the authority to execute such record, and (iii) the Electronic Signature is binding on the Signatory.

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Los Alamos, NM

Contract No. M24NA70474

SIGNATURE PAGE(S) FOLLOWS:

Grantor Initials: Am Grantee Initials: _____

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THE GRANTOR AND GRANTEE have caused this Easement to be signed on their behalf by their duly authorized representatives.

GRANTOR: INCORPORATED COUNTY OF LOS ALAMOS

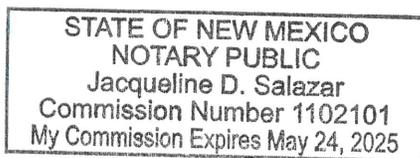
BY:  DATE: 8.28.2024
Anne W. Laurent
County Manager
Incorporated County of Los Alamos

ACKNOWLEDGEMENT:

State of New Mexico
County of Los Alamos

On this 28th day of August 2024 before me the undersigned Notary Public, personally appeared Anne W. Laurent, Incorporated County of Los Alamos, known to me to be the person described in the foregoing instrument, who acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.




Notary Public

My Commission Expires: May 24, 2025

Grantor Initials:  Grantee Initials: _____

GRANTEE: UNITED STATES OF AMERICA

By: Department of Energy/National Nuclear Security Administration

BY: _____ DATE: _____

Monica B. Gastelum
Real Estate Contracting Officer
National Nuclear Security Administration

ACKNOWLEDGEMENT:

State of New Mexico
County of Valencia

On this _____ day of _____, 20____, before me the undersigned Notary Public, personally appeared Monica B. Gastelum, Real Estate Contracting Officer, Department of Energy/National Nuclear Security Administration (DOE/NNSA), known to me to be the person described in the foregoing instrument, who acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

Grantor Initials: AM Grantee Initials: _____

