

**DEPARTMENT OF THE ARMY
EASEMENT FOR REMOTE AIRPORT NOISE MONITORING SITE**

LOCATED ON

**SEPULVEDA FLOOD CONTROL BASIN
UNIT A-66**

LOS ANGELES COUNTY, CALIFORNIA

This Easement is made on behalf of THE UNITED STATES OF AMERICA (the "United States"), between **THE SECRETARY OF THE ARMY**, acting by and through the Real Estate Contracting Officer, Real Estate Division, U.S. Army Engineer District, LOS ANGELES DISTRICT (CESPL), hereinafter referred to as the "Grantor," under and by virtue of the authority vested in Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, and the LOS ANGELES WORLD AIRPORTS, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of California, with its principal offices located at 6053 W. Century Blvd., #400, Los Angeles, California, 90045, hereinafter referred to as the "Grantee."

NOW THEREFORE:

The Grantor, for good and valuable consideration set forth below, the receipt and sufficiency of all of which are hereby acknowledged, upon and subject to the terms, covenants and conditions set forth in this Easement, does hereby:

Grant and convey to Grantee, an easement for the construction, installation, operation, maintenance, repair, removal, upgrade, and replacement of **poles and lines for the transmission or distribution of communications signals** and related facilities, hereinafter collectively referred to as the "Facilities," over, across, under, in and upon lands of the United States as identified in **EXHIBIT A**, having been determined not to be more land than is necessary for the easement, hereinafter referred to as the "**Premises**," and which is attached hereto and made a part hereof.

The Grantor hereby makes no claim of title during the term of this Easement to any Facilities of whatever nature located, constructed, or placed on the Premises by the Grantee.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is hereby granted for a term of 25 years, beginning April 1, 2020, and ending March 31, 2045 so long as the Grantee remains in compliance with any or all of the conditions of this easement.

2. CONSIDERATION

The consideration for this easement shall be the operation and maintenance of a remote airport noise monitoring site for the benefit of the United States and use of the Premises not against the public interest in accordance with the terms herein set forth.

The Grantee will provide consideration as services and in-kind work which shall be accomplished by the Grantee for the operation and maintenance of the remote airport noise monitoring site.

3. MITIGATION AND DAMAGES

a. The Grantee shall mitigate adverse affects, including but not limited to, taking measures to repair or limit any damages caused to the Premises, surrounding areas, or to SEPULVEDA FLOOD CONTROL BASIN or any adverse effects caused by the Grantee's activities or inactivities where Grantee has a duty to act, as well as any caused during operation, maintenance, or construction work, and complete all site restoration in accordance with the Mitigation/Restoration Plan submitted by the Grantee and attached as **EXHIBIT F** on file in the U.S. Army Engineer District, LOS ANGELES DISTRICT.

b. Any property of the United States damaged or destroyed by the Grantee or its agents, employees or contractors incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to Grantor, or at the election of Grantor, reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to Grantor.

4. NOTICES

a. All notices and correspondence to be given pursuant to this Easement shall be addressed, if to the Grantee, to Los Angeles World Airports, Commercial Development Group – Property Services, Attention: Property Manager, 6053 W. Century Blvd, #400, Los Angeles, California 90045; and if to the Grantor, to the Real Estate Contracting Officer, Attention: Chief, Real Estate Division, 915 Wilshire Boulevard, Suite 930, Los Angeles, California 90017; or as may from time to time otherwise be directed by the parties.

b. Notices shall be mailed by certified mail, postage prepaid, return receipt requested, addressed to the addresses above. The effective date of the notice shall be the earlier of the actual date of receipt or the date the addressee is notified of the

attempted delivery of the certified mail, whether or not the addressee actually accepts delivery. Use of an express delivery service will not substitute for this requirement.

c. General correspondence and other communication, other than notices, do not have to be sent certified mail, return receipt requested.

5. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army," "Real Estate Contracting Officer," "Grantor," or "Chief, Real Estate Division" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees, and their duly authorized representatives.

6. SUPERVISION BY THE DISTRICT ENGINEER

a. The construction, operation, maintenance, repair or replacement of said Facilities, including related facilities, culverts and other drainage facilities, and the Premises shall be performed at no cost or expense to the United States under the general supervision and subject to the approval of the District Engineer, hereinafter referred to as said officer having operational control over the Premises and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon. The Grantee shall have the right of ingress and egress for such purposes, subject to approval of access by Grantor.

b. The use and occupation of the Premises incident to the exercise of the privileges and purposes hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.

7. APPLICABLE LAWS AND REGULATIONS

a. The Grantee shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

b. The Grantee shall be solely responsible for obtaining at its cost and expense any permits or licenses required for their operations under this Easement, independent of any existing permits or licenses held by the Grantor.

c. The Grantee shall promptly report to the Grantor any incident for which the Grantee is required to notify a Federal, State or local regulatory agency or any citation by federal, state or local regulatory agency of non-compliance with any applicable law, ordinance or regulation.

8. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or

warranties whatsoever and without any obligation on the part of the United States to make any alterations, repairs, or additions thereto.

9. INSPECTION AND REPAIRS

a. Upon completion of any phase of the easement activities which causes damage to the Premises, the Grantee shall restore said damage immediately, at the Grantee's own expense, to the same condition in which they existed prior to the commencement of such work, to the satisfaction of the Grantor.

b. The said officer shall supervise the said Premises and easement facilities and cause it to be inspected at reasonable intervals, and shall immediately repair any defects found by such inspection, or when requested by the Grantor to repair any defects.

10. PROTECTION OF PROPERTY

a. The Grantee shall keep the Premises in good order and repair and in a decent, clean, safe condition by and at the expense of the Grantee for the easement granted.

b. The Grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantee under this Easement, and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to Grantor, or at the election of Grantor, reimbursement made therefore by the Grantee in an amount to reimburse for the loss satisfactory to the Grantor.

c. In addition to the rights of termination for non-compliance, the Grantor, upon discovery of any hazardous conditions on the Premises that presents an immediate threat to health and/or danger to life or property, will so notify the Grantee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected, the Grantor will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Grantee; or, (2) exercise the Grantor's authority to revoke the Easement. The Grantee and its sublicensees' shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

11. RIGHT TO ENTER AND FLOOD

a. The right is reserved to the Grantor, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever and/or to make any other use of the lands as may be

necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

12. REQUIRED SERVICES

DELETED.

13. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said Grantor, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this Easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

14. INDEMNITY

DELETED.

15. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of Grantor, interfere with the use of the Premises by the Grantee.

16. OTHER AGENCY AGREEMENTS

It is understood that the provisions of this easement shall not abrogate or interfere with any agreements or commitments made or entered into between the Grantee and any other agency of the United States with regard to financial aid to the Grantee in connection with the operations, maintenance, or repair of the Facilities herein authorized.

17. RELOCATION OF FACILITIES

In the event all or any portion of the Premises occupied by the said Facilities shall be needed by the United States, or in the event the existence of said Facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said Facilities to such other location on the premises as may be designated by Grantor's representative having immediate jurisdiction over the property. In the event said Facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation.

18. TERMINATION

This easement may be terminated by the Grantor upon 30 days written notice to the Grantee if the Grantor shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Grantor for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment. The Grantor may terminate this easement at any time in the event of national emergency as declared by the President or the Congress of the United States, or in the interest of national defense or the public interest.

19. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to Grantor, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by Grantor's representative having immediate jurisdiction over the property.

20. ENVIRONMENTAL PROTECTION

a. The Grantee, including the Grantee's subtenants/successors or assigns, employees, agents, contractors and invitees of any of them, will use all reasonable means available to protect the environmental and natural resources and where damage nonetheless occurs from activities of the Grantee, including the Grantee's subtenant/successors or assigns, employees, agents, contractors and invitees of any of them, the Grantee shall be liable to restore the damaged resources.

b. The Grantee, including the Grantee's subtenants/successors or assigns, employees, agents, contractors and invitees of any of them, shall protect the project against pollution of its air, ground and waters by complying, at its sole cost and expense, with all Environmental Laws that are or may become applicable to the Premises or the Grantee's activities on the Premises, including but not limited to all applicable federal, state, and local laws, regulations, USACE policies, and other requirements. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited.

c. The term "Environmental Law," as used herein, means any statute, law, act, ordinance, rule, regulation, order, decree, or ruling of any Federal, State and/or local governmental, quasi-governmental, administrative or judicial body, agency, board, commission or other authority relating to the protection of health and/or the environment or otherwise regulating and/or restricting the use, storage, disposal, treatment, handling, release, and/or transportation of Hazardous Substances, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the

Clean Air Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Emergency Planning and Community Right To Know Act, and the environmental control laws of the State of California, each as now or hereafter amended, and all regulations and interpretive guidelines respectively promulgated thereunder. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this easement.

d. The Grantee will be given the opportunity to participate in all aspects of an environmental assessment, including but not limited to pre-briefings, the Outgrant Pre Visit Questionnaire, the assessment, exit briefings, etc., of their outgranted area. The Grantee will promptly initiate and complete all necessary corrective actions, as determined and directed by the Grantor, in order to fully resolve those findings contained in Environmental Assessment Reports that the Grantor determines must be implemented. Failure of the Grantee to take the required corrective action(s) identified in the environmental assessments may be referred to the appropriate enforcement agency who will render final determinations with respect to compliance with relevant laws or regulations. Continued non-compliance may also serve as grounds for revocation of this easement.

e. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

f. The Grantee must obtain approval in writing from the said officer before any pesticides or herbicides are applied to the Premises.

21. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer having operational control over the property and protect the site and the material from further disturbance until the said officer gives clearance to proceed.

22. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities conducted on the outgranted premises, because of race, color, religion, sex, age, handicap or national origin. The Grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board. The Grantee will comply with Department of Justice rules on non-discrimination.

23. RESTORATION

a. On or before the expiration of this Easement or its termination by the Grantor, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to Grantor.

b. If the Grantee shall fail or neglect to remove said property, then, at the option of the Grantor, (a) title to said property shall revert to the United States without compensation therefore, or (b) the Grantor may cause the property to be removed as restoration of the Premises, set out in c. below.

c. If the Grantee shall fail or neglect to restore the Premises, as agreed, the Grantor may cause restoration work to be performed. The Grantee shall pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this Easement in restoring the Premises.

d. No claim shall be created by or made on account of such reversion, removal, demand, damages and restoration against the United States or its officers or agents.

e. The Grantee grants the Grantor limited power of attorney to execute any deed, bill of sale or other documents to clear title to the personal property and improvements whose non-removal has been agreed to by the Grantor or where title is reverting to the United States. The Grantor may provide appropriate evidence of title in the Grantee to all property being removed by Grantee.

24. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344), Section 408 (33 U.S.C. § 408) or any other permit or license which may be required by federal, state, interstate or local laws in connection with the use of the premises.

25. DESCRIPTION

DELETED.

26. TITLE TO IMPROVEMENTS

The construction, installation, repair, and renovation of the Facilities are private undertakings, and during the term of this Easement title to the Facilities constructed by or on behalf of Grantee shall vest and remain in Grantee. The Parties agree that title to

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any Facilities and any addition or alteration to the Facilities, shall, upon completion thereof, immediately vest in the Grantee, and such future Facilities and such addition or alteration shall be deemed to be part of the Facilities. Upon expiration or termination of this Easement, the provisions of Condition on **TERMINATION**, shall apply.

27. DISPUTES CLAUSE

a. All disputes arising under or related to this Easement shall be resolved under this Condition and its provisions.

b. A monetary request or other dispute by the Grantee shall be made in writing and submitted to the Grantor for a written decision by the Grantor.

c. The Parties shall proceed diligently with performance of this Easement, pending final resolution of any request for relief, appeal, or action arising under this Easement, and comply with any decision of the Grantor.

d. The Grantor's decision shall be final.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary Army, this ____ day of _____, 2020.

Chief, Real Estate Division
Real Estate Contracting Officer

THIS EASEMENT is also executed by the Grantee this ____ day of _____, 2020.

AUTHORIZED REPRESENTATIVE:

SIGNATURE

PRINTED NAME

TITLE

CORPORATE SECRETARY OR
APPROPRIATE OFFICER

Exhibit "A"

1 of 2: LEGAL DESCRIPTION OF PREMISES

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION,
LOS ANGELES DISTRICT, REAL ESTATE DIVISION
915 Wilshire Boulevard
LOS ANGELES, CALIFORNIA 90017

DATE: 26 September 2019
UNIT: 'A-66'
ASSESSOR'S PARCEL: 2251-001-901
ACREAGE: Parcel 1: 64 Sq. Ft.
GRANTEE: CITY OF LOS ANGELES WORLD AIRPORTS
PROJECT/REMIS CODE: SEPULVADA FLOOD CONTROL BASIN / LACDA
LOCATION: LOS ANGELES, LOS ANGELES COUNTY, CA
CESPL-RE-PC FILE: 63-K-129.2
DOCUMENT NO: DACW09-2-20-2152

LICENSE TO CITY OF LOS ANGELES WORLD AIRPORTS
COMMISSION FOR REMOTE MONITORING SITE

PARCEL 1: A parcel of land in the City of Los Angeles, County of Los Angeles, State of California, being a portion of the Rancho Encino, as shown in Parcel Instrument 221-222, and lying within the Sepulveda Flood Control Basin, more particularly described as follows:

Commencing at the Northeast corner of a Concrete pad with Known California State Plane Zone 5 Coordinates North: 1,890,146.22; East: 6,413,819.56 said corner being the True Point of Beginning;

THENCE, continuing southerly along the easterly edge of said pad, 8 feet to the southeasterly corner thereof;

THENCE, at right angles to last-said course, westerly along the southerly edge of said pad, 8 feet 8

THENCE, at right angles to last-said course, northerly along the westerly edge of said pad, 8 feet to the northwesterly corner thereof;

THENCE, at right angles to last-said course, easterly along the northerly edge of said pad, 8 feet to the True Point of Beginning;

And containing 64 square feet of land, more or less.

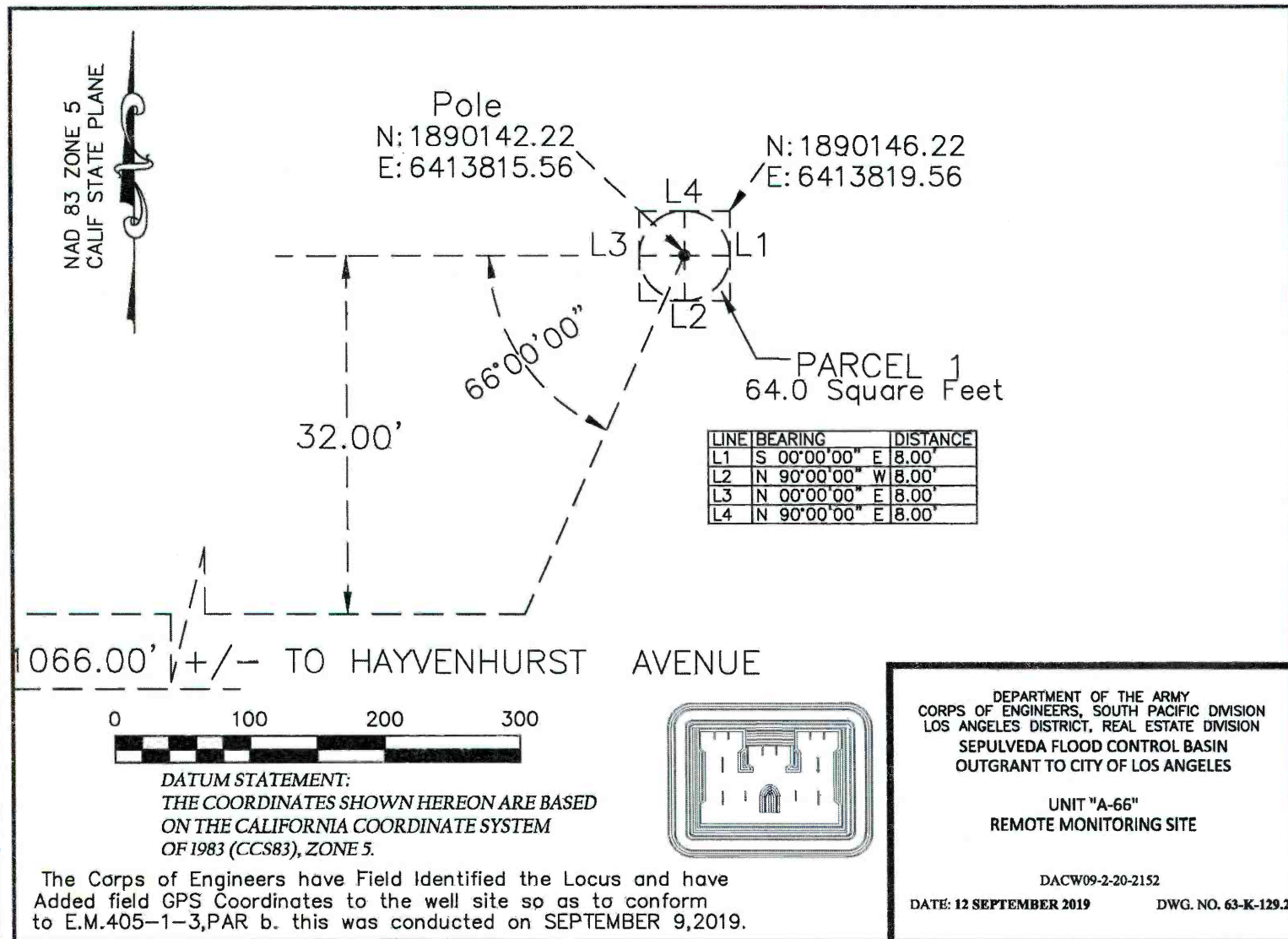
Checked by: _____
Stephen Roy

////////////////////END OF DESCRIPTION////////////////////////////////////

NOTE: Department of the Army Engineer Circular No. 405-1-01, "MAPPING" dated 30 Dec 2000, Chapter 3, Section XII "LEGAL DESCRIPTIONS". Paragraph 3-42d, requires all Corps of Engineers legal descriptions to include parenthetical Systeme Internationale (metric) equivalents for all foot-pound expressions of distance and/or area. However, to avoid cluttering and confusion, the same circular's Section V "PROJECT MAP DETAILS", Paragraph 3-24y, recommends against such dual dimensioning on maps.

EXHIBIT "A"

Exhibit "A"
2 of 2: MAP OF PREMISES



Easement No. DACW09-2-20-2152

Exhibit "B"

OUTGRANTS AND ENCUMBRANCES

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Exhibit "C"

1 of 5: IMPROVEMENTS CONVEYED

LAWA
Installation of Noise Monitoring Terminals

Page 1 of 4

LAWA – Van Nuys Site

SITE # VNY13 (old V7)

Address

6335 Woodley Ave., Van Nuys, CA 91406

Site Description

This site will have a NEW aluminum mast installed. The mast will be installed on the location currently used by the existing wooden noise monitor mast.

- Side by side testing of the old and new masts is required at this site, but it will be done with a portable noise monitor.
- The existing wooden noise monitor mast will BE removed.
- This is a solar powered site.

AC Power Source

None required. This is a solar powered site.

NOTE: Need to determine if removal of existing underground conduit is needed.

DSL Line Source

None required. This site will have a wireless modem setup.

Microphone Mount

Stainless Steel pipe nipple adaptor will be used to mount microphone to the new 5" x 5" aluminum mast.

Safety Issues

None

Installation Issues

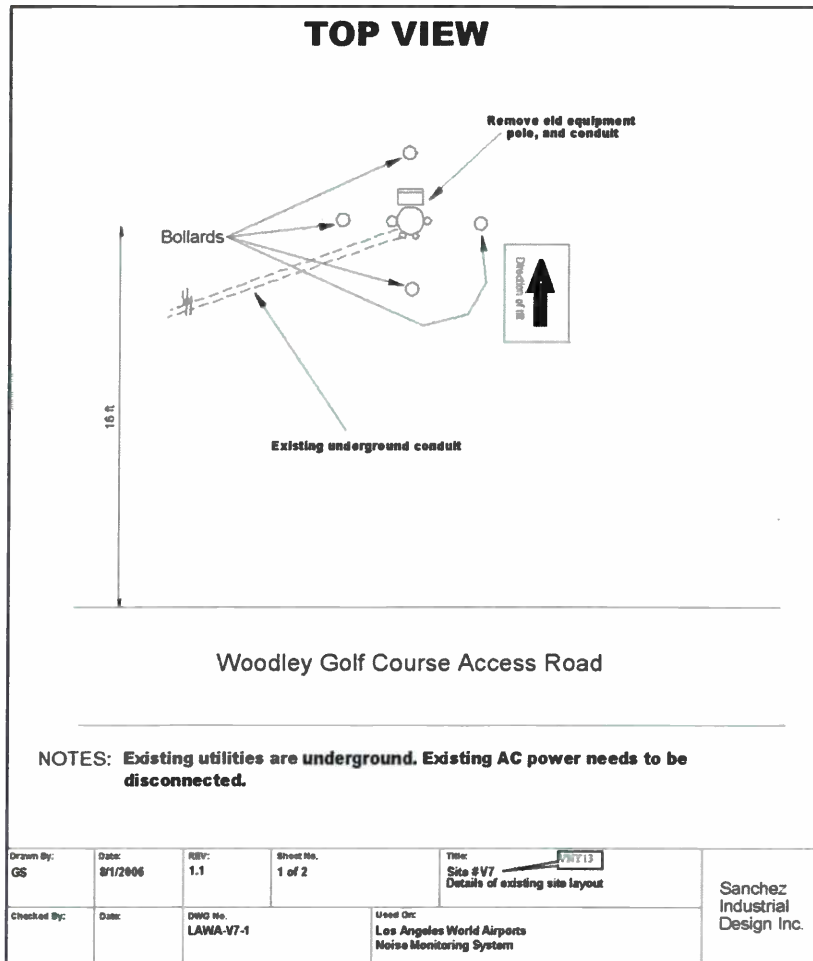
No problems here. The site has easy access for work trucks to reach the work area. The mast will be powder coated to a white color.

Sanchez Industrial Design Inc.

Exhibit "C"
2 of 5: IMPROVEMENTS CONVEYED

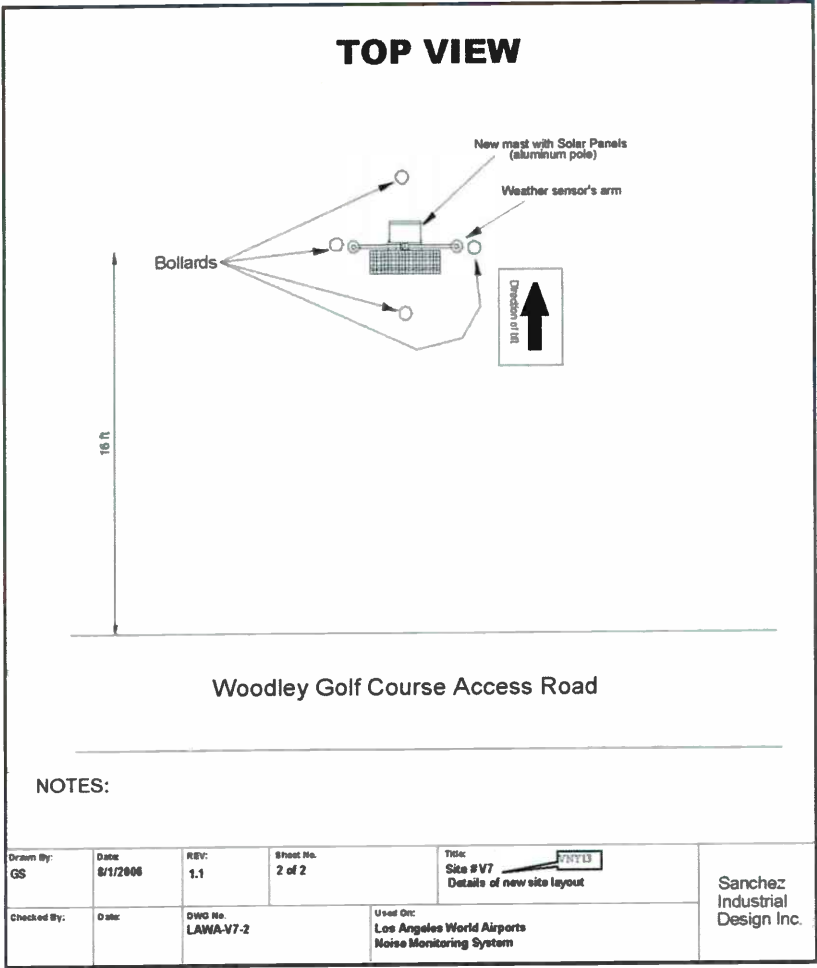
LAWA
Installation of Noise Monitoring Terminals

Page 2 of 4



Sanchez Industrial Design Inc.

Exhibit "C"
3 of 5: IMPROVEMENTS CONVEYED



Sanchez Industrial Design Inc.

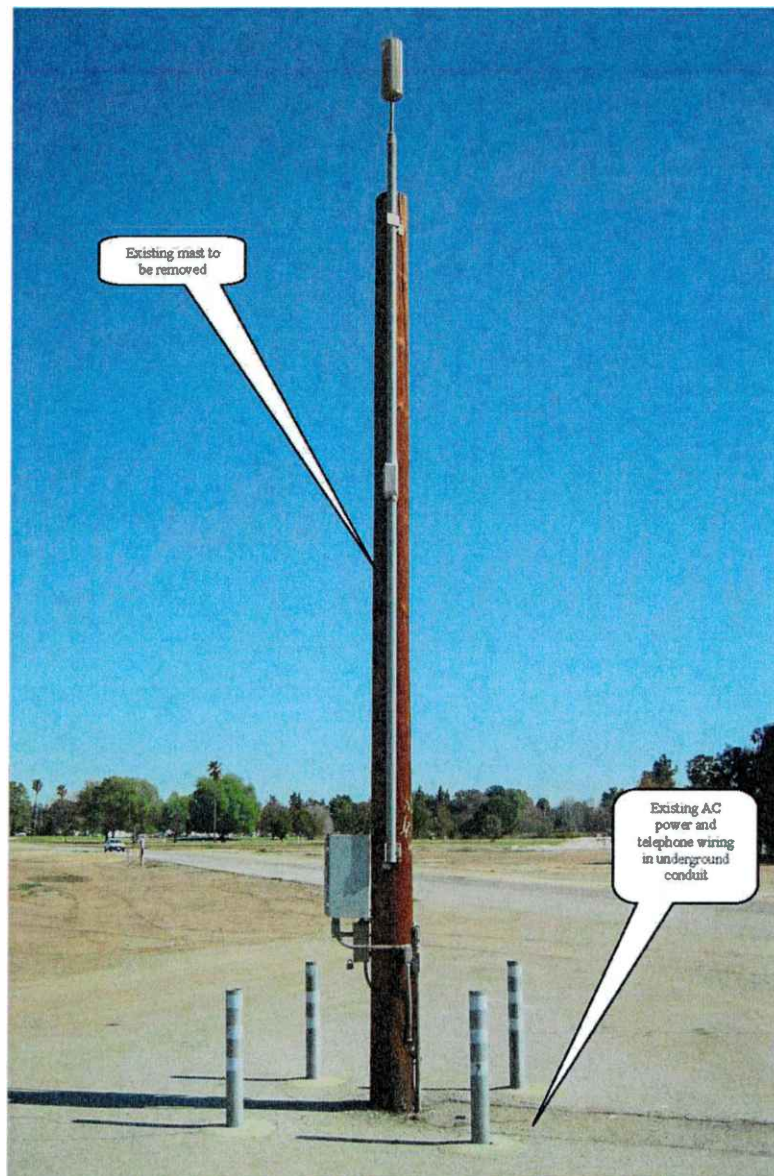
Exhibit "C"

4 of 5: IMPROVEMENTS CONVEYED

LAWA

Installation of Noise Monitoring Terminals

Page 4 of 4



Sanchez Industrial Design Inc.

Exhibit "C"

5 of 5: IMPROVEMENTS CONVEYED



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Exhibit "D"
CONSTRUCTION EASEMENT

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Easement No. DACW09-2-20-2152

Exhibit "E"
IN-KIND AGREEMENT

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Exhibit "F"
MITIGATION/RESTORATION PLAN

Categorical exclusion in lieu of mitigation/restoration plan.

**U.S. ARMY CORPS OF ENGINEERS
LOS ANGELES DISTRICT
CATEGORICAL EXCLUSION**

PROJECT: Sepulveda Dam Flood Control Reservoir, Los Angeles County, California, City of Los Angeles, Department of Airports, Remote Monitoring Site Easement Renewal.

PROPOSAL: The current license holder, the City of Los Angeles, Department of Airports wishes to acquire a new easement for a right-of-way over, across, in and upon land in the Sepulveda Dam Flood Control Reservoir, Los Angeles County, California, for the operation and maintenance of a Remote Monitoring Site including 25 foot tower with microphone, electronic hardware on land owned by the Federal government and operated and maintained as part of the Sepulveda Dam Flood Control Reservoir by the U.S. Army Corps of Engineers (Corps).

LOCATION OF PROPOSED ACTION: The easement is over, across, in and upon lands of the Sepulveda Dam Flood Control Reservoir. The tower is located at the southern edge of an empty dirt area, west of Woodley Ave and south of Victory Blvd. within the area outgranted to the City of Los Angeles for recreation. The site is located in Los Angeles County, California (See figures 1, 2, and 3).

POINT OF CONTACT and PHONE: Yong S. Eo (Ronnie) (213) 452-3132.

PURPOSE AND NEED: The five (5)-year license (DACW09-3-07-0624) for the site expired in 2011. The Department of Airports wishes to acquire a new easement to continue operation of the monitoring pole for a period of 50-years. The Department of Airports maintains the microphone atop a 25-foot tall pole to monitor take-off and landing noise from airplanes at Van Nuys airport to the north of the Sepulveda Dam Reservoir. Monitoring of take-off and landing noise levels is done to evaluate noise levels over the residential area immediately to the north of the Reservoir.

DATE BEGIN/COMPLETE: The term of the easement would be for a period of 50-years.

SCREENING CRITERIA: This action is not a major Federal action significantly affecting the quality of existing environmental resources. No individual or cumulative significant effects on the environment are expected as a result of this action. There are no federally endangered species present within the proposed project area as the area is currently a dirt field often used for overflow parking. There are no National Register-listed or National Register-eligible historical structures on site, or other statutorily protected resources within the project footprint or the immediate surrounding area. This action would not affect agricultural lands, wetlands, or other areas of critical environmental concern.

COORDINATION WITH OTHER AGENCIES: This proposed project is in compliance with all applicable environmental laws, Executive Orders, and Corps' policies. The Corps has determined that any potential environmental impacts associated with this activity are below regulatory thresholds requiring coordination with resource agencies. Therefore, no coordination with other Federal, state or local agencies was completed.

DETERMINATIONS:

1. The Corps of Engineers, in carrying out the intent of the National Environmental Policy Act (NEPA), has developed procedures to supplement the CEQ regulations at 40 C.F.R. 1500-1508, in accordance with 40 C.F.R. 1507.3. The Corps' *Procedures for Implementing NEPA* are found in ER 200-2-2 and published at 33 C.F.R. Part 230.
2. The Corps has determined that other specific categories of actions, when considered individually and cumulatively, do not have significant effects on the quality of the human environment and are excluded from NEPA documentation.
3. A proposed activity must fit easily into a category in order to use a categorical exclusion.
4. The proposed action qualifies for the Categorical Exclusion (CE) listed at 33 CFR Part 230.9 (I); Renewal and minor amendments to existing real estate grants evidencing authority to use Government-owned real property.
5. Even though a proposed action is included in the description provided for a listed CE, the Corps must ensure that no extraordinary circumstances exist. Extraordinary circumstances may dictate the need for an EA or EIS despite the applicability of a CE.
6. There are no extraordinary circumstances that would require preparation of an Environmental Assessment or Environmental Impact Statement despite the applicability of the CE.

PREPARED BY:

Deborah Lamb
Deborah Lamb, PLA #3115
Environmental Coordinator
CESPL-PDR-L

Date: November 26, 2019

REVIEWED BY:

Lisa M. Sandoval
Lisa M. Sandoval
Branch Chief, Civil Works
Real Estate Division

Date: 11/26/19

APPROVED BY:

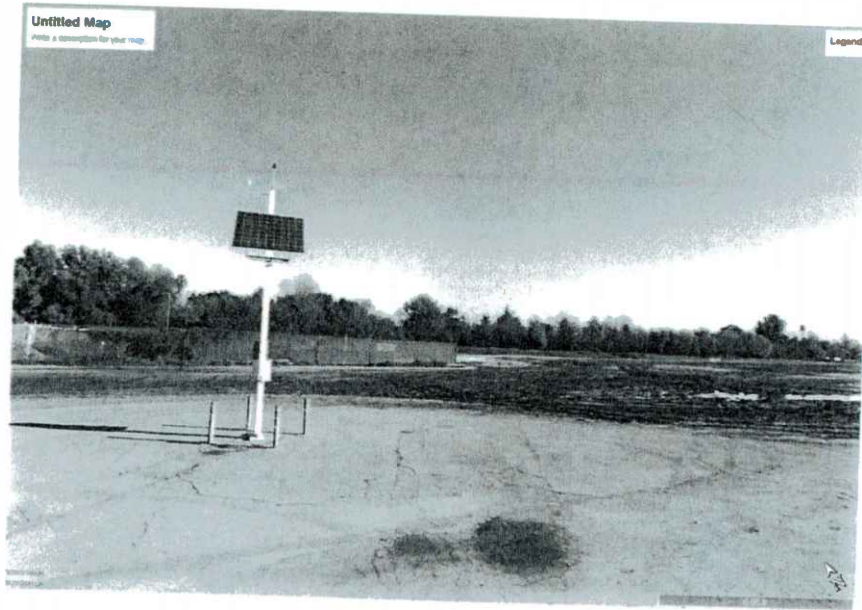
Cheryl L. Connett
Cheryl L. Connett, Chief
Real Estate Division

Date: 11/27/19









**ENVIRONMENTAL LAW
COMPLIANCE**

COMPLIANCE WITH ENVIRONMENTAL STATUTES

National Environmental Policy Act of 1969 The proposed action is categorically excluded in accordance with 33 C.F.R. 230 and the Corps' *Implementing NEPA*, Engineering Regulation (ER) 200-2-2. The proposed action is in compliance with this act.

Clean Air Act, as amended The Corps has determined that the project would have no significant effects on the future air quality of the area and the proposed project would be in compliance with the Act.

Clean Water Act, as amended The proponent will not require a Section 404 permit.

Endangered Species Act, as amended The area of the proposed action is not within any designated critical habitat or distribution of a federally-listed species.

National Historic Preservation Act The proposed action would not adversely impact archaeological/cultural resources. The proposed action is in compliance with the Act.

Floodplain Management, Executive Order 11988 The proposed action is not a major Federal action significantly affecting the quality of existing environmental resources. The project would not modify the existing floodplain or induce development within the floodplain. This action complies with the Floodplain Management Executive Order.