

APN: 140-26-601-003

WHEN RECORDED PLEASE RETURN TO:

Clark County Department of Public Works
Attention: Richard R. Robinson, Design Engineering
500 S. Grand Central Parkway, #2001
Las Vegas, Nevada 89155

STORM DRAIN IMPROVEMENT PARTICIPATION AGREEMENT

THIS STORM DRAIN IMPROVEMENT PARTICIPATION AGREEMENT ("Agreement") is made and entered into this 16th day of May, 2023 ("Effective Date") between Clark County, Nevada, a political subdivision of the State of Nevada ("County"), and Crown Mayfair, LLC, a California limited liability company ("Property Owner"). County and Property Owner may be referred to herein collectively as the "Parties" and individually each a "Party".

RECITALS

WHEREAS, County is proposing to construct the Jim McGaughey Detention Basin, Collection and Outfall project including but not limited to, detention basin, low level outlet, collection facilities, reinforced concrete pipe, and reinforced concrete box ("County Project"); and

WHEREAS, Property Owner is the record owner of that certain real property located in Clark County, Nevada, commonly known as Assessor's Parcel Number ("APN") 140-26-601-003, and more particularly described in Exhibit "A", attached hereto and by reference incorporated herein (the "Property Owner's Property"); and

WHEREAS, on May 3, 2021, a Notice of Final Action was filed with the Clark County Clerk for land use action ET-21-400027 (WS-0640-15) and listed the conditions of approval which included coordinating with the Clark County Department of Public Works – Design Division for the County Project, and dedicating any right-of-way and easements necessary for the County Project; and

WHEREAS, except as otherwise provided in this Agreement, if the Property Owner satisfies the conditions of this Agreement, the County agrees to construct, at the Property Owner's sole cost and expense, a portion of Property Owner's offsite improvements that would have been the responsibility of the Property Owner which consist of extending the reinforced concrete box to the south within the Los Feliz Street right-of-way and headwall on the Property Owner's Property to capture and convey runoff from an existing wash on the Property Owner's Property, as depicted in Exhibit "B", attached hereto and by reference incorporated herein (the "Improvements"); and

APN: 140-26-601-003

WHEREAS, Property Owner desires County to include in the County Project the design and construction of the Improvements and Property Owner will pay County the "Construction Costs" defined below for such Improvements, dedicate a permanent drainage easement, and execute a temporary construction easement, attached hereto as Exhibits "C" and "D"; and

WHEREAS, the County is willing to include these Improvements in the County Project so long as the Property Owner pays for all costs and expenses associated with the construction of the Improvements pursuant to this Agreement; and

WHEREAS, the County Project also includes the construction of facilities which are depicted on Exhibit "B" ("Northern Facilities") to the north of the Improvements that require the Property Owner to dedicate a permanent drainage easement and execute a temporary construction easement, attached hereto as Exhibits "C" and "D".

NOW, THEREFORE, for and in consideration of the premises and foregoing recitals, which are hereby incorporated by this reference, the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. CONSTRUCTION OF IMPROVEMENTS / CONVEYANCE OF EASEMENTS

County agrees to include in the construction of the County Project the Improvements as depicted in Exhibit "B", which consist of a portion of the offsite improvements that would have been the responsibility of the Property Owner, subject to approval of the County and this Agreement by the Board of County Commissioners ("BCC"), and the Property Owner's compliance with the terms and conditions set forth herein. The Improvements consist of extending the reinforced concrete box to the south within the Los Feliz Street right-of-way to capture and convey runoff from the existing wash that discharges to the Los Feliz Street right-of-way, as depicted on Exhibit "B".

Additionally, the County will construct the Northern Facilities which include inlet structures and reinforced concrete box crossings of Los Feliz Street as depicted on Exhibit "B", subject to approval of the County and this Agreement by the BCC, and the Property Owner's compliance with the terms and conditions set forth herein. The County will be responsible for the cost of the Northern Facilities.

Property Owner understands and agrees that, except as provided in this Agreement, County is not and will not be responsible for constructing any other offsite improvements or other

APN: 140-26-601-003

improvements that may be required or desired by Property Owner.

At no cost to County, Property Owner acknowledges and agrees that Property Owner shall dedicate the permanent drainage easement and execute the temporary construction easements necessary for the County Project attached hereto as Exhibits "C" and "D" (for the Improvements and the Northern Facilities) in conjunction with the Property Owner's receipt of the prefinal plans.

Property Owner acknowledges and agrees, that as conditions of its proposed development and use of its property, it will be responsible for all offsite improvements required outside of the scope of this Agreement and in addition to those that are the subject of this Agreement.

Property Owner acknowledges and agrees that timing of the commencement of construction of the Improvements and the Northern Facilities and completion of the construction of the Improvements and the Northern Facilities will be solely determined by County and its contractor.

2. COSTS OF IMPROVEMENTS / PAYMENT BY PROPERTY OWNER

a. Construction Costs: The Construction Costs of the Improvements, as agreed to between the County and the Property Owner, are \$289,747.20.

Said Construction Costs shall be paid to the County within ten (10) calendar days after approval of this Agreement by the BCC and receipt of such payment shall be deemed paid in full.

Property Owner further understands and agrees that all Construction Costs will be necessary for the construction of the Improvements and, except as provided in the termination clause in Paragraph 3, there will not be any unused or excess funds available for reimbursement to the Property Owner.

b. Property Owner Responsibility: Property Owner acknowledges and agrees it is solely responsible for the Construction Costs of the Improvements.

If Property Owner does not provide the payment amount for the Construction Costs within ten (10) calendar days after approval of this Agreement by the BCC, the County is under no obligation to construct the Improvements.

If the County elects in its sole discretion not to bid, award, or construct the County Project for any reason including fiscal reasons, then Property Owner will be responsible, at its sole cost and expense, to construct all offsite improvements.

APN: 140-26-601-003

3. TERMINATION

a. **By the County:** County may terminate this Agreement at any time prior to the start of construction of the County Project for any reason, without any cost to the County. In the event County terminates this Agreement prior to commencement of construction, without any fault of Property Owner, then the County will return any unspent Construction Costs to Property Owner.

If the Property Owner fails to perform any of the provisions of this Agreement, the County may terminate this Agreement without any cost to the County. Property Owner is responsible for all costs incurred by the County, including, but not limited to, design costs, in the event County terminates this Agreement due to Property Owner's failure to perform the provisions of this Agreement. Property Owner shall pay for all such costs within thirty (30) calendar days of receipt of an invoice from the County.

b. **By the Property Owner:** The Property Owner may request the County to terminate this Agreement by providing written notice to the County within 1) fourteen (14) calendar days after receiving the digital copy of the prefinal plans; or 2) if the County fails to bid the Project after three (3) years of BCC approval of this Agreement. If the Property Owner terminates this Agreement, the Property Owner agrees to pay any and all costs and/or expenses incurred by County, including, but not limited to, design costs, arising out of and or related to the Improvements and termination of this Agreement. Except as otherwise provided herein, Property Owner does not have a right to terminate this Agreement.

c. **Survival of Easements:** If this Agreement is terminated by the Property Owner or County, as provided for in sections 3(a) and 3(b), above, the dedicated permanent drainage easement and temporary construction easements in Exhibits "C" and "D" shall survive the termination of this Agreement.

4. NOTICE OF TERMINATION

In the event that either Party elects to terminate as provided herein, that Party shall provide written notice of termination to the other Party, according to Section 7 below, and the Agreement shall be deemed terminated upon receipt of such notice.

5. INDEMNIFICATION

Property Owner, or its successors in interest, shall indemnify, defend and hold harmless the County and its officers, agents, employees and volunteers, against and from any and all liability, fines, loss, damage, claims, demands, lawsuits, judgments, actions, litigation, costs and expenses of whatever nature, including court costs, expert witness fees and attorney's fees, and

APN: 140-26-601-003

all court or arbitration or other alternative dispute resolution costs, which may result from injury to or death of any person, or against and from damage to or loss, or destruction, or claims relating to property or construction of the Improvements and/or the Northern Facilities, whatsoever when such injury, death, loss, destruction, or claim or damage is due to or arising from or as a result of any action or inaction by Property Owner, relating to or in connection with the Improvements and/or the Northern Facilities and/or the design, installation, construction, completion and maintenance of the Improvements and/or the Northern Facilities, relating to or arising out of Property Owner's rights and obligations in this Agreement, relating to or arising out of this Agreement, including but not limited to termination of this Agreement. Notwithstanding any other provision, this section survives termination of this Agreement.

The County will require its contractor to name the Property Owner as an additional insured on its general comprehensive liability policy.

6. NO RECOURSE AGAINST COUNTY

The Property Owner shall not have any recourse against the County and waives any and all claims and/or causes of action it may have, for the workmanship of the Improvements and the Northern Facilities or any claims whatsoever regarding the condition, location, design, construction or maintenance of the Improvements and the Northern Facilities. The Property Owner also has no recourse and waives any claims and/or causes of action it may have with respect to the costs of the Improvements, the timing and completion of the Improvements and the Northern Facilities and/or the County's failure to construct and/or its election not to construct the Improvements or the Northern Facilities.

7. NOTICE

Except as otherwise provided herein, all payments, notices, demands, requests, consents, approvals, or other communications required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given either when 1) personally delivered (including delivery by a commercially-recognized courier which provides service between the point-of-origin and the point-of-destination); or 2) five (5) business days after deposit in the U.S. Mail, registered or certified mail, return receipt requested, postage pre-paid, addressed as follows:

APN: 140-26-601-003

COUNTY:

Clark County Public Works
Attention: Design Division
Reference Project Number FCLA36A
P. O. Box 554000
Las Vegas, Nevada 89155-4000
dlc@ClarkCounty.NV.gov

Richard.Robinson@ClarkCounty.NV.gov

PROPERTY OWNER:

Crown Mayfair, LLC
c/o David York for York Enterprises Inc,
Manager
APN: 140-26-601-003
17350 W. Sunset Blvd. #303
Pacific Palisades, CA 90272

david@yorkenterprisesinc.com

Copy to:

Kaempfer Crowell
Attn: Bob Gronauer
1980 Festival Plaza Dr., Suite 650
Las Vegas, NV 89135
bgronauer@kcnvlaw.com

8. MISCELLANEOUS

a. Term: This Agreement shall be in full force and effect from and after the date of execution of the Agreement and shall continue until the obligations of the Property Owner and the County are fulfilled, unless terminated as provided in this Agreement.

b. Waiver: None of the conditions of this Agreement shall be considered waived by either Party unless such waiver is set forth in writing and signed by both Parties. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

c. Successors and Assigns: The terms, provisions, covenants, and conditions of this Agreement shall apply to, bind, and inure to the benefit of the Parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns.

d. Captions: The captions in this Agreement are for reference only and shall not be used in the interpretation of this Agreement and in no way whatsoever shall the captions define, limit, or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

e. Governing Law and Venue: The laws of the State of Nevada shall exclusively govern the interpretation and enforcement of this Agreement without regard to conflict of laws rules thereof. Any action brought to enforce the terms of this Agreement shall be exclusively in a court with competent jurisdiction in Clark County, Nevada.

APN: 140-26-601-003

COUNTY:

CLARK COUNTY, NEVADA

Randall J. Tarr
Deputy County Manager

APPROVED AS TO FORM:



Ashley A. Balducci
Deputy District Attorney

EXHIBIT A

LEGAL DESCRIPTION

APN: 140-26-601-003

THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.B. & M., EXCEPTING THEREFROM THE SOUTHERLY FORTY FEET (40.00') AND THE WESTERLY FORTY FEET (40.00') THEREOF FOR ROAD AND INCIDENTAL PURPOSES A DEEDED TO THE COUNTY OF CLARK BY RIGHT-OF-WAY GRANTS RECORDED AUGUST 27, 1971 IN BOOK 166 AS DOCUMENT NOS. 132582 AND 132583 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.B. & M., EXCEPTING THEREFROM THE NORTHERLY 50 FEET (50.00') FOR ROAD AND INCIDENTAL PURPOSES AS DEEDED TO THE COUNTY OF CLARK BY GRAND DEED RECORDED JUNE 26, 1963 IN BOOK 456 AS DOCUMENT NO. 367213 ALSO EXCEPTING THEREFROM THE WESTERLY FORTY FEET (40.00') THEREOF FOR ROAD AND INCIDENTAL PURPOSES A DEEDED TO THE COUNTY OF CLARK BY RIGHT-OF-WAY GRANT RECORDED AUGUST 27, 1971 IN BOOK 166 AS DOCUMENT NO. 132583 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

BEING MORE PARTICULARLY DESCRIBED AS:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 62 EAST, MOUNT DIABLO BASE AND MERIDIAN, CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

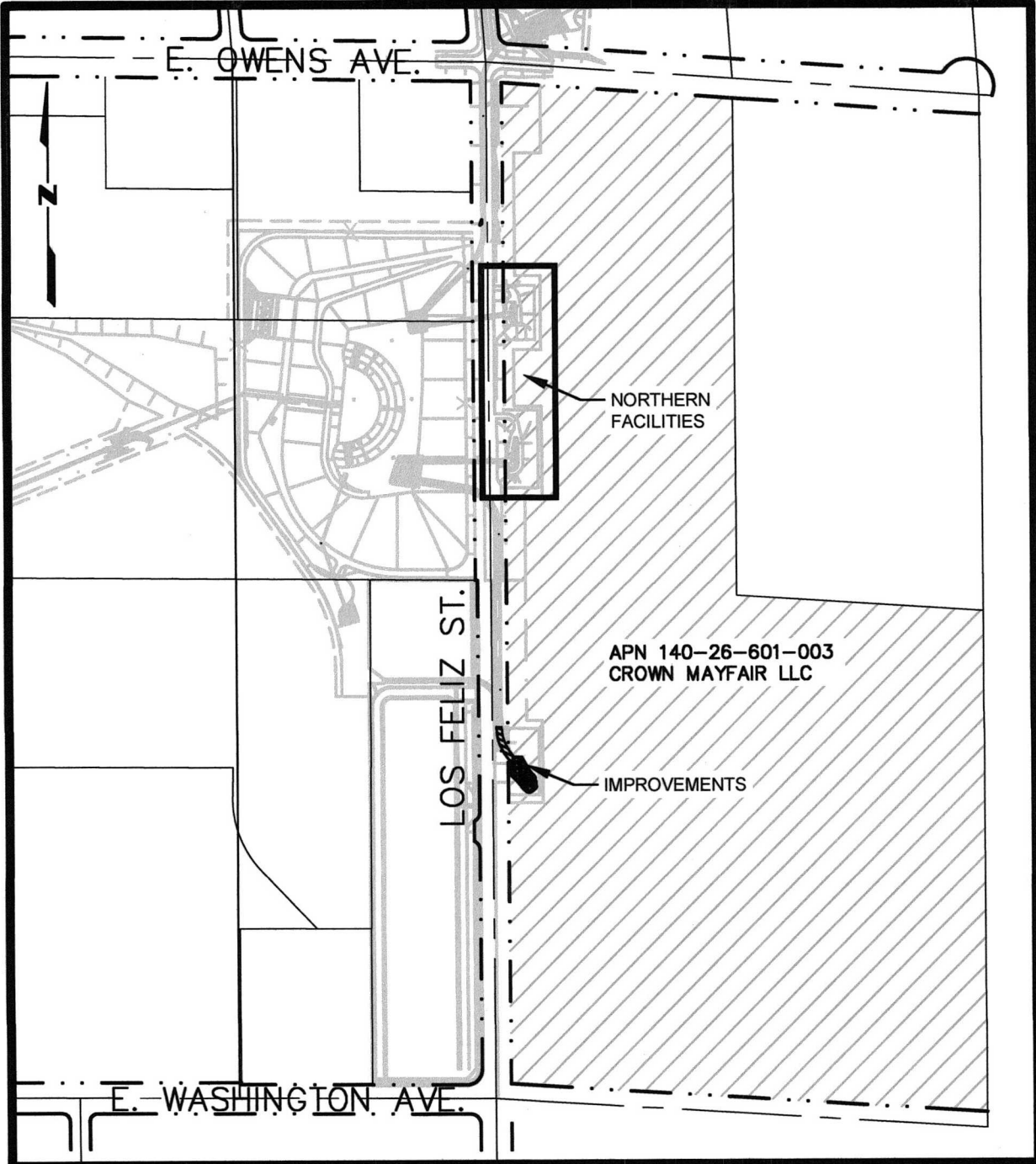
BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LOS FELIZ STREET SAID POINT BE NORTH 00°07'23" EAST 40.07 FEET ALONG THE CENTER SECTION LINE AND SOUTH 86°09'26" EAST 40.08 FEET FROM THE CENTER ONE-QUARTER OF SAID SECTION 26, THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°07'35" EAST 2572.81 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OWENS AVENUE, SAID POINT BEING 50.00 FEET PERPENDICULARLY DISTANCE FROM THE NORTHERLY SECTION LINE OF SAID SECTION 26; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 85°47'15" EAST 619.50 FEET TO A POINT ON THE ONE-SIXTY FOURTH LINE; THENCE ALONG SAID LINE SOUTH 00°10'10" W 1279.34 FEET TO THE ONE-SIXTY FOURTH LINE; THENCE ALONG SAID LINE SOUTH 85°58'22" EAST 618.40 FEET TO THE CENTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 00°12'45" WEST ALONG THE ONE-SIXTEENTH LINE 1287.28 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WASHINGTON AVENUE, SAID POINT BEING 40.00 FEET PERPENDICULARLY DISTANCE FROM THE ONE-QUARTER LINE; THENCE ALONG SAID RIGHT-OF-WAY NORTH 86°09'26" WEST 1234.60 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

CLARK COUNTY PUBLIC WORKS
DESIGN ENGINEERING DIVISION

PROJECT No. FCLA36A
DATE FEB. 2023
CHECKED BY JG

DESCRIPTION EXHIBIT 'B' TO ACCOMPANY STORM DRAIN PARTICIPATION AGREEMENT



PARCEL No. 140-26-601-003
OWNER. CROWN MAYFAIR LLC

EXHIBIT C

APN: 140-26-601-003

When recorded, return to:
Clark County Public Works
Design Division, Richard Robinson
500 S Grand Central Parkway
Las Vegas, NV 89155

Sheet 1 of 2

GRANT OF PUBLIC DRAINAGE EASEMENT TO BE PUBLICLY MAINTAINED

KNOW ALL MEN BY THESE PRESENTS: That **CROWN MAYFAIR, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, GRANTOR(S)**, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby grant and convey unto the **COUNTY OF CLARK**, a political subdivision of the State of Nevada, its successors and assigns, **GRANTEE**, a perpetual easement and right-of-way, above and below the ground, to construct, improve, replace, repair, modify, operate, use, and maintain underground flood control facilities and/or related improvements, above ground and/or below ground, including but not limited to pipes, boxes, channels, culverts and/or other structures over, on, under, across, and through the hereinafter described parcel of land in Clark County, Nevada; together with the right of ingress and egress on, over, across, under, through and to and from said parcel of land and all other rights necessary to execute the rights herein granted, including, but not limited to, the right of **GRANTEE** to construct, dig, remove and replace facilities and/or improvements in order to use, operate, and/or maintain the facilities and/or improvements.

The **GRANTOR(S)** retain(s) the right to fence, maintain and use the surface area of the easement for its own purpose so long as such use is consistent with and does not interfere with rights herein granted. **GRANTOR** shall not permit the construction or placement of any structures within easement, including, but not limited to, buildings, parking lots, canopies, roads, bridges and covered facilities without the written consent of **GRANTEE**.

GRANTOR acknowledges that **GRANTEE** has the right to dig, remove, or destroy any of **GRANTOR'S** improvements on, over, in, or within the easement without liability to **GRANTEE**. **GRANTOR** shall be responsible for the repair and/or replacement of **GRANTOR'S** improvements.

In granting this easement, **GRANTOR** also agrees not to place or allow to be placed any structure, building, improvement, or object which would impair, impede, interfere, or any way conflict with **GRANTEE'S** right to, ingress and egress.

LOS FELIZ STREET BETWEEN WASHINGTON AVENUE AND OWENS AVENUE

More fully described in Exhibit "A" and "A-1" attached hereto and made a part hereof by reference.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging and in any way appertaining.

Crown Mayfair, LLC
a California limited liability company

By: York Enterprises, Inc., a California corporation
Its: Manager

Name: David York
Title: President

STATE OF California)
)ss.
COUNTY OF Los Angeles)

On this 3rd day of May, 2023, **David York**, personally appeared before me, a Notary Public in and for said County and State, and acknowledged to me that he executed the above instrument.

WITNESS my hand and official seal.

Sarah Lee

NOTARY PUBLIC in and for said County and State



APN: 140-26-601-003

EXHIBIT 'A'

JIM McGAUGHEY DETENTION BASIN DRAINAGE EASEMENT



Explanation

This legal describes a parcel of land located along the east right-of-way of Los Feliz Street, south of Owens Avenue for drainage easement purposes.

Legal Description

That portion of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 26, Township 20 South, Range 62 East, Mount Diablo Meridian, County of Clark, State of Nevada, described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of said Section 26; thence along the west line of said Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), South 00°12'47" East, a distance of 380.95 feet; thence departing said west line North 89°47'13" East, a distance of 40.00 feet to the east right of way line of Los Feliz Street (Publicly Dedicated right-of-way, OR.:0166:0132853), also being the **Point of Beginning**; thence continuing North 89°47'16" East, a distance of 80.01; thence South 00°12'44" East, a distance of 170.00 feet; thence South 89°47'16" West a distance of 80.01 feet to said east right of way; thence along said east right-of-way North 00°12'47" West, a distance of 170.00 feet to the **Point of Beginning**.

Containing 13,602 square feet more or less, as determined by computer methods and shown on Exhibit "B" to accompany legal description attached hereto and made a part hereof.

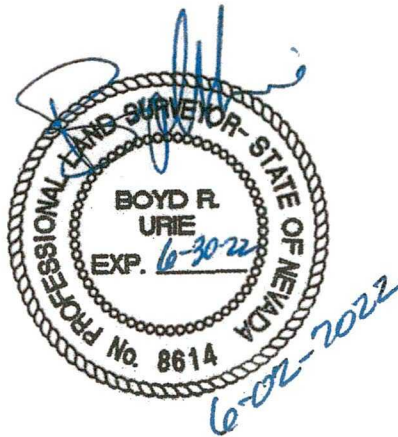


Basis of Bearing

The Basis of Bearings for description is North 00°12'47" West, being the west line of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 26, Township 20 South, Range 62 East, Mount Diablo Meridian, as shown in File 117 of Parcel Maps at Page 23, Clark County, Nevada Official Records.

End of Legal Description

Boyd R Urie, PLS
Professional Land Surveyor
Nevada Certificate No. 8614



APN: 140-26-601-003

EXHIBIT B

N 1/16
C — C
26

P.O.C.
NW COR.
SW1/4 NE1/4
SEC.26, T.20S.,
R.62 E., M.D.M.



N.T.S.

BASIS OF BEARING
S00°12'47"E

380.95'

LOS FELIZ STREET
(OR.19891213:000907)

(OR.0166:0132583)

N00°12'47"W

N89°47'13"E
40.00'

P.O.B.

N89°47'16"E

80.01'

170.00'

170.00'

S89°47'16"W

80.01'

EASEMENT AREA: 13,602 SQUARE
FEET.(0.31 ACRES)

P.O.B.——POINT OF BEGINNING

P.O.C.——POINT OF COMMENCEMENT

OWNER: CROWN MAYFAIR LLC.

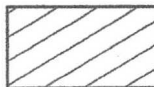
APN: 140-26-601-003 SEC.26, T.20 S. R. 62 E.

TOTAL AREA OF PARCEL: 55.66 ACRES (RECORD)

2,424,550 SQUARE FEET

AREA OF DRAINAGE EASEMENT: 13,602 S.F. (0.31
ACRES)

REFERENCE: 20130506:00000193.



DRAINAGE EASEMENT AREA

S SMITH
& Associates
LAND SURVEYING, LLC

WWW.SMITHLANDSURVEY.COM
(702) 724-2694
6725 S. EASTERN AVENUE, SUITE 7
LAS VEGAS, NEVADA 89119

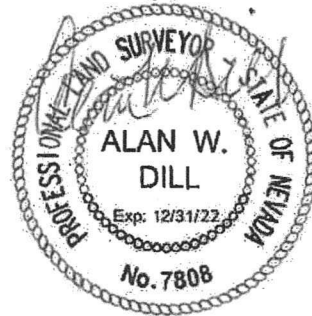
JACOBS
DRAINAGE EASEMENT
JAC012201

06/15/2022
BRU
3 OF 3

PROJECT No.:26751.10
DATE: 11/15/2021
BY: MAC
CKD: AWD
Page 1 of 2



A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide



APN 140-26-601-003
GRANTOR: CROWN MAYFAIR L L C

EXHIBIT "A-1"

EXPLANATION

THIS LEGAL DESCRIPTION DESCRIBES PARCELS OF LAND LOCATED ALONG THE EAST SIDE OF LOS FELIZ STREET, SOUTH OF OWENS AVENUE FOR PUBLIC DRAINAGE EASEMENT PURPOSES.

DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4), SAID POINT ALSO BEING THE CENTERLINE INTERSECTION OF LOS FELIZ STREET (80 FEET WIDE) AND OWENS AVENUE (100 FEET WIDE); THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4), AND THE CENTERLINE OF LOS FELIZ STREET, SOUTH 00° 12' 44" EAST, 50.13 FEET; THENCE SOUTH 86° 07' 22" EAST, DEPARTING SAID WEST LINE, AND SAID CENTERLINE, 40.10 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF LOS FELIZ STREET (80.00 FOOT WIDE) GRANTED PER DOCUMENT NUMBER 0166:0132583, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF OWENS AVENUE (100.00 FOOT WIDE) GRANTED PER DOCUMENT NUMBER 0456:0367213; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 00° 12' 44" EAST, 520.27 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**:

THENCE CONTINUING SOUTH 00° 12' 44" EAST, 319.62 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "B"**;

5820 South Eastern Avenue, Suite 200 * Las Vegas, NV 89119 * phone 702.369.9396 * fax 702.369.9793
internet: www.stanleygroup.com

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PROJECT No.:26751.10
DATE: 11/15/2021
BY: MAC
CKD: AWD
Page 2 of 2

PARCEL ONE

BEGINNING AT **POINT "A"**; THENCE PERPENDICULAR TO SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 89° 47' 16" EAST, 80.00 FEET; THENCE SOUTH 00° 12' 44" EAST, 140.00 FEET; THENCE SOUTH 89° 47' 16" WEST, 80.00 FEET TO SAID RIGHT-OF-WAY LINE; THENCE NORTH 00° 12' 44" WEST, ALONG SAID EASTERLY RIGHT- OF -WAY LINE 140.00 FEET TO **POINT "A"**.

SAID PARCEL 11,200 SQUARE FEET MORE OR LESS.

PARCEL TWO

BEGINNING AT **POINT "B"**; THENCE PERPENDICULAR TO SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 89° 47' 16" EAST, 85.00 FEET; THENCE SOUTH 00° 12' 44" EAST, 200.38 FEET; THENCE SOUTH 89° 47' 16" WEST, 85.00 FEET TO SAID RIGHT-OF-WAY LINE; THENCE NORTH 00° 12' 44" WEST, 200.38 FEET TO **POINT "B"**.

SAID PARCEL CONTAINS 17,032 SQUARE FEET MORE OR LESS.

SAID PARCELS CONTAIN .65 ACRES (28,232 SQUARE FEET) MORE OR LESS

AS SHOWN ON "EXHIBIT B-1" ATTACHED HERETO AND MADE A PART HEREOF.

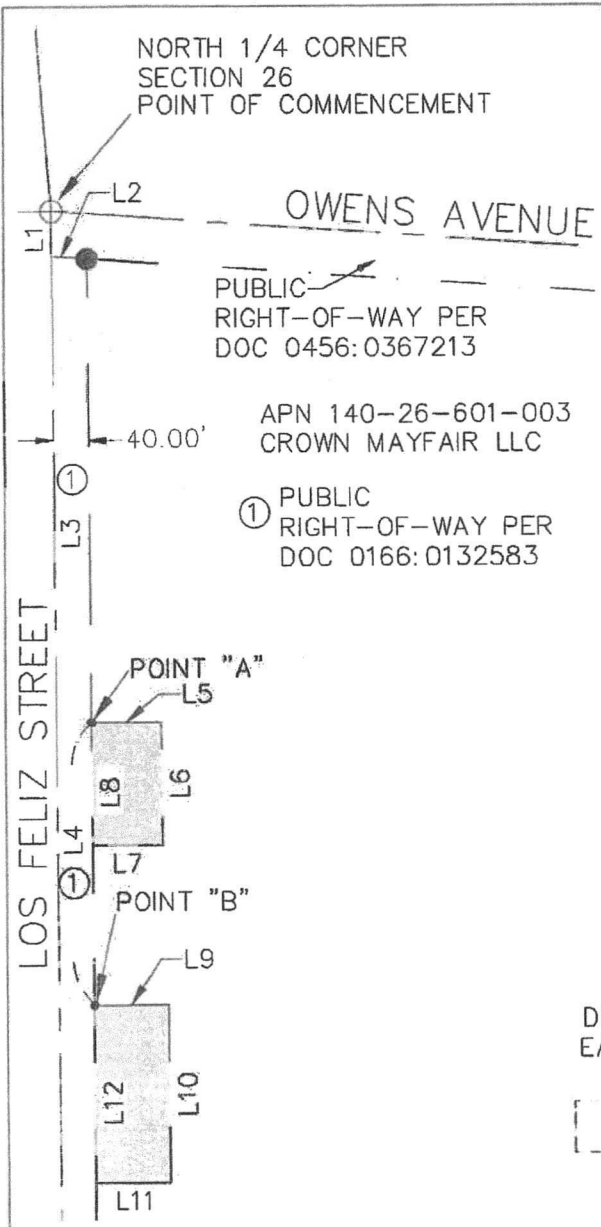
BASIS OF BEARINGS

SOUTH 89°26'21" EAST, BEING THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., AS SHOWN ON "THE PLAT OF PLEASANT VALLEY" IN BOOK 139, PAGE 77 OF PLATS ON FILE IN THE COUNTY RECORDER'S OFFICE OF CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

5820 South Eastern Avenue, Suite 200 * Las Vegas, NV 89119 * phone 702.369.9396 * fax 702.369.9793
internet: www.stanleygroup.com

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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°12'44"E	50.13
L2	S86°07'22"E	40.10
L3	S00°12'44"E	520.27
L4	S00°12'44"E	319.62
L5	N89°47'16"E	80.00
L6	S00°12'44"E	140.00
L7	S89°47'16"W	80.00
L8	N00°12'44"W	140.00
L9	N89°47'16"E	85.00
L10	S00°12'44"E	200.38
L11	S89°47'16"W	85.00
L12	N00°12'44"W	200.38


OWNER: CROWN MAYFAIR L L C

APN: 140-26-601-003 SEC. 26 T. 20 S. R. 62 E.

TOTAL ASSESSED AREA OF PARCEL: 55.66 ACRES (RECORD) 2,424,550 SQUARE FEET

AREA OF DRAINAGE EASEMENT: 28,232 S.F. (.65 ACRES)

REFERENCE: 20130506:00000193

 PROJECT #: 26751.10	EXHIBIT "B-1" PUBLIC DRAINAGE EASEMENT	DRAWN BY: MAC CHECKED BY: AWD SCALE: 1"=200' DATE: 11/1/2021 PAGE: 1 of 1
	APN 140-26-601-003 CLARK COUNTY DEPARTMENT OF PUBLIC WORKS	

H:\dotaproject\26751 10.00 Owens Basin Jacobs\AWD\LEGAL EXHIBITS\140-26-601-003 DEGP103 P.dwg Nov 15, 2021 - 11:15:

EXHIBIT D

APN: 140-26-601-003

EXHIBIT 'A'



**JIM McGAUGHEY DETENTION BASIN TEMPORARY
CONSTRUCTION EASEMENT**

Explanation

This legal describes a parcel of land located along the east side of Los Feliz Street, south of Owens Avenue for Temporary Grading and Construction easement purposes.

Legal Description

That portion of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 26, Township 20 South, Range 62 East, Mount Diablo Meridian, County of Clark, State of Nevada, described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of said Section 26; thence along the north line of said Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), North 89°47'13" East, a distance of 40.00 feet to the east right of way line of Los Feliz Street (Publicly Dedicated right-of-way, OR.:0166:0132853), also being the **Point of Beginning**; thence continuing North 89°47'16" East, a distance of 50.00; thence South 00°12'44" East a distance of 360.95 feet; thence North 89°47'16" East, a distance of 40.00 feet; thence South 00°12'44" East, a distance of 210.00 feet; thence South 89°47'16" West, a distance of 90.01 feet to the east right of way of Los Feliz Street; thence along said east line North 00°12'47" West, a distance of 20.00 feet; thence North 89°47'16" East a distance of 80.01 feet; thence North 00°12'44" West, a distance of 170.00 feet; thence South 89°47'16" West, a distance of 80.01 feet to said east right of way; thence along said east line North 00°12'47" West, a distance of 380.95 feet to the **Point of Beginning**.

Containing 23,354 square feet more or less, as determined by computer methods and shown on Exhibit "B" to accompany legal description attached hereto and made a part hereof.

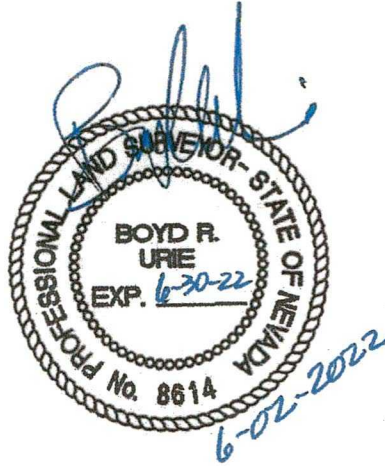


Basis of Bearing

The Basis of Bearings for description is North 00°12'47" West, being the west line of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 26, Township 20 South, Range 62 East, Mount Diablo Meridian, as shown in File 117 of Parcel Maps at Page 23, Clark County, Nevada Official Records.

End of Legal Description

Boyd R Urie, PLS
Professional Land Surveyor
Nevada Certificate No. 8614

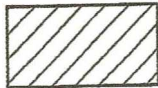


APN: 140-26-601-003

EXHIBIT B

TEMPORARY EASEMENT AREA: 23,354
SQUARE FEET (0.53 ACRES)
P.O.B.-----POINT OF BEGINNING
P.O.C.-----POINT OF COMMENCEMENT

OWNER: CROWN MAYFAIR LLC.
APN: 140-26-601-003 SEC.26, T.20 S. R. 62 E.
TOTAL AREA OF PARCEL: 55.66 ACRES (RECORD)
2,424,550 SQUARE FEET
AREA OF TEMPORARY GRADING/CONSTRUCTION
EASEMENT: 23,354 S.F. (0.53 ACRES)
REFERENCE: 20130506:00000193.



TEMPORARY CONSTRUCTION
EASEMENT AREA

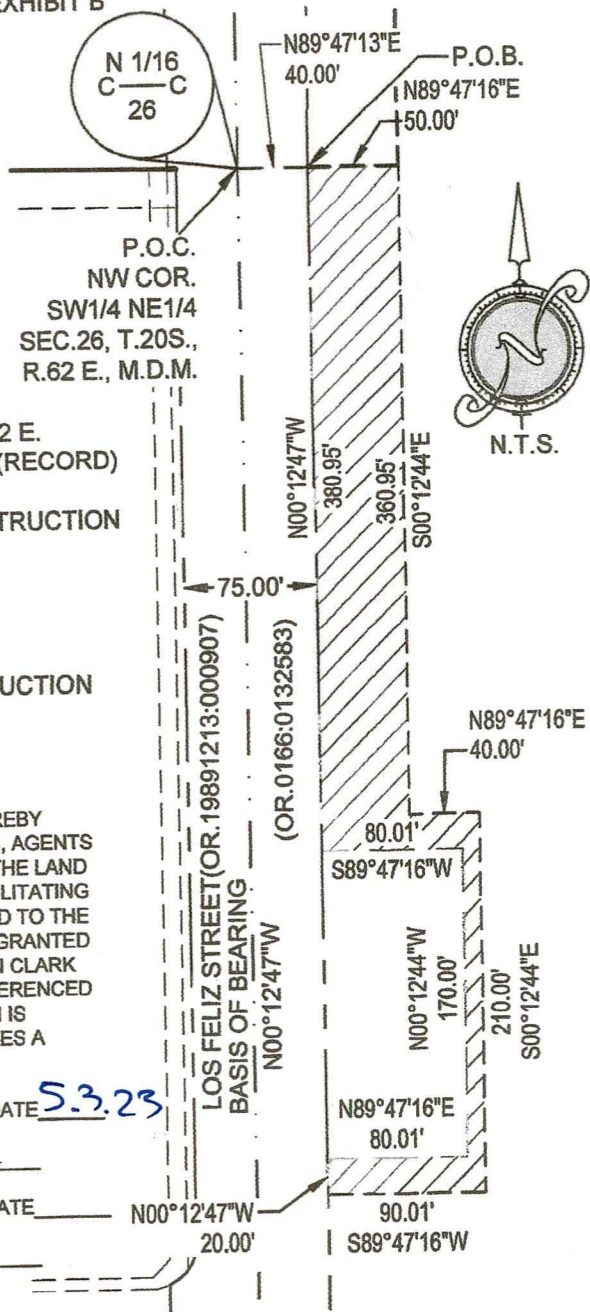
THE UNDERSIGNED PROPERTY OWNER(S) HEREBY
GRANT(S) TO CLARK COUNTY, ITS EMPLOYEES, AGENTS
AND CONTRACTORS, PERMISSION TO ENTER THE LAND
DEPICTED HEREIN FOR THE PURPOSE OF FACILITATING
CONSTRUCTION AND GRADING WORK RELATED TO THE
REFERENCED PROJECT. THE RIGHTS HEREIN GRANTED
ARE TEMPORARY AND WILL COMMENCE WHEN CLARK
COUNTY BEGINS CONSTRUCTION OF THE REFERENCED
PROJECT, AND EXPIRE AFTER CONSTRUCTION IS
COMPLETE, UNLESS THE GRANTOR AUTHORIZES A
WRITTEN EXTENSION OF TIME

SIGNATURE _____ DATE 5.3.23

PRINTED NAME(S) David York

SIGNATURE _____ DATE _____

PRINTED NAME(S) _____



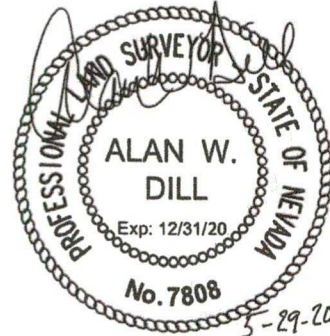
WWW.SMITHLANDSURVEY.COM
(702) 724-2694
6725 S. EASTERN AVENUE, SUITE 7
LAS VEGAS, NEVADA 89119

JACOBS
TEMPORARY GRADING & CONSTRUCTION EASEMENT
JAC012201

06/02/2022
BRU
3 OF 3



A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide



APN 140-26-601-003
GRANTOR: CROWN MAYFAIR L L C

EXHIBIT "A-1"

EXPLANATION

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND LOCATED ALONG THE EAST SIDE OF LOS FELIZ STREET, SOUTH OF OWENS AVENUE FOR TEMPORARY GRADING AND CONSTRUCTION EASEMENT PURPOSES.

DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4)), SAID POINT ALSO BEING THE CENTERLINE INTERSECTION OF LOS FELIZ STREET (80 FEET WIDE) AND OWENS AVENUE (100 FEET WIDE); THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4), AND THE CENTERLINE OF LOS FELIZ STREET, SOUTH 00° 12' 44" EAST, 50.13 FEET; THENCE SOUTH 86° 07' 22" EAST, DEPARTING SAID WEST LINE, AND SAID CENTERLINE, 40.10 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF LOS FELIZ STREET (80.00 FEET WIDE) GRANTED PER DOCUMENT NUMBER 0166:0132583, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF OWENS AVENUE (100.00 FEET WIDE), GRANTED PER DOCUMENT NUMBER 0456:0367213, SAID POINT BEING THE **POINT OF BEGINNING**.

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 86° 07' 22" EAST, 100.25 FEET; THENCE SOUTH 00° 12' 44" EAST, 173.12 FEET; THENCE SOUTH 89° 47' 16" WEST, 70.00 FEET; THENCE SOUTH 00° 12' 44" EAST, 315.00 FEET; THENCE NORTH 89° 47' 16" EAST, 65.00 FEET; THENCE SOUTH 00° 12' 44" EAST, 190.00 FEET; THENCE SOUTH 89° 47' 16" WEST, 70.00 FEET; THENCE SOUTH 00° 12' 44" EAST, 144.62 FEET; THENCE NORTH 89° 47' 16" EAST, 70.00 FEET; THENCE SOUTH 00° 12' 44" EAST, 235.38 FEET; THENCE SOUTH 89° 47' 16" WEST, 45.00 FEET;

5820 South Eastern Avenue, Suite 200 * Las Vegas, NV 89119 * phone 702.369.9396 * fax 702.933.9793
internet: www.stanleygroup.com

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PROJECT No.:26751.10
DATE: 5/29/2020
BY: MAC
CKD: AWD
Page 2 of 2

THENCE SOUTH 00° 12' 44" EAST, 213.22 FEET; THENCE SOUTH 89° 47' 16" WEST, 50.00 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF LOS FELIZ STREET; THENCE ALONG SAID LINE, NORTH 00° 12' 44" WEST, 238.22 FEET; THENCE NORTH 89°47'16" EAST, DEPARTING SAID LINE, 85.00 FEET; THENCE NORTH 00°12'44" WEST, 200.38 FEET; THENCE SOUTH 89°47'16" WEST, 85.00 FEET, TO A POINT ON THE EASTERLY RIGHT -OF-WAY LINE OF SAID LOS FELIZ STEET; THENCE NORTH 00°12'44" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 179.62 FEET; THENCE NORTH 89°47'16" EAST, 80.00 FEET; THENCE NORTH 00°12'44" WEST, 140.00 FEET; THENCE SOUTH 89°47'16" WEST, 80.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 00°12'44" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 520.27 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1.23 ACRES (53,575 SQUARE FEET) MORE OR LESS

AS SHOWN ON "EXHIBIT B-1" ATTACHED HERETO AND MADE A PART HEREOF.

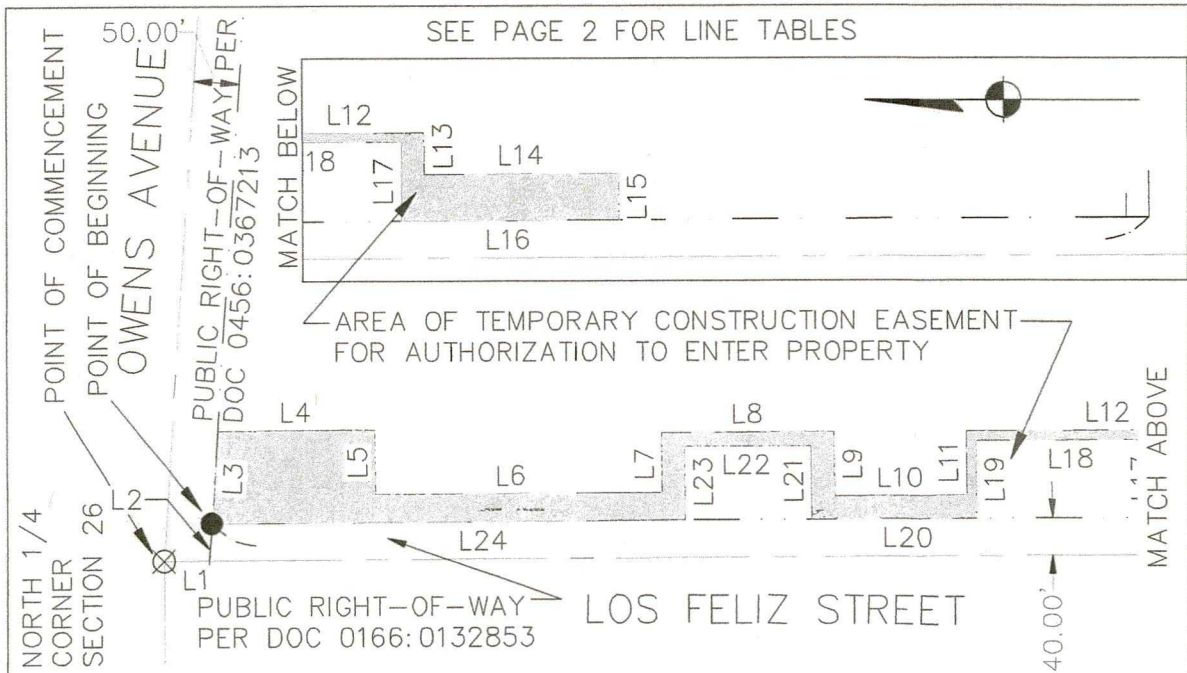
BASIS OF BEARINGS

SOUTH 89°26'21" EAST, BEING THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., AS SHOWN ON "THE PLAT OF PLEASANT VALLEY" IN BOOK 139, PAGE 77 OF PLATS ON FILE IN THE COUNTY RECORDER'S OFFICE OF CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

5820 South Eastern Avenue, Suite 200 * Las Vegas, NV 89119 * phone 702.369.9396 * fax 702.369.9793
internet: www.stanleygroup.com

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OWNER: CROWN MAYFAIR L L C
 APN: 140-26-601-003 SEC. 26 T. 20 S. R. 62 E.
 TOTAL AREA OF PARCEL: 55.66 ACRES (RECORD) 2,424,550 SQUARE FEET
 AREA OF TEMPORARY GRADING\CONSTRUCTION EASEMENT: 53,575 S.F. (1.23 ACRES)
 REFERENCE: 20130506:00000193

THE UNDERSIGNED PROPERTY OWNER(S) HEREBY GRANT(S) TO CLARK COUNTY, ITS EMPLOYEES, AGENTS AND CONTRACTORS, PERMISSION TO ENTER THE LAND DEPICTED HEREIN FOR THE PURPOSE OF FACILITATING CONSTRUCTION AND GRADING WORK, RELATED TO THE REFERENCED PROJECT. THE RIGHTS HEREIN GRANTED ARE TEMPORARY AND WILL COMMENCE WHEN CLARK COUNTY BEGINS CONSTRUCTION OF THE REFERENCED PROJECT, AND EXPIRE AFTER CONSTRUCTION IS COMPLETE, UNLESS THE GRANTOR AUTHORIZES A WRITTEN EXTENSION OF TIME.

SIGNATURE _____ DATE 5-3-23
 PRINTED NAME(S) David York

SIGNATURE _____ DATE _____
 PRINTED NAME(S) _____


TEMPORARY
 CONSTRUCTION
 EASEMENT
 AREA
 []

 PROJECT #26751.10	EXHIBIT "B-1" TEMPORARY GRADING AND CONSTRUCTION EASEMENT	DRAWN BY: MAC CHECKED BY: AWD SCALE: 1"=200' DATE: 5/29/2020 PAGE: 1 of 2
	APN 140-26-601-003 CLARK COUNTY DEPARTMENT OF PUBLIC WORKS	

LINE TABLE		
LINE	DISTANCE	BEARING
L1	50.13	S00°12'44"E
L2	40.10	S86°07'22"E
L3	100.25	S86°07'22"E
L4	173.12	S00°12'44"E
L5	70.00	S89°47'16"W
L6	315.00	S00°12'44"E
L7	65.00	N89°47'16"E
L8	190.00	S00°12'44"E
L9	70.00	S89°47'16"W
L10	144.62	S00°12'44"E
L11	70.00	N89°47'16"E
L12	235.38	S00°12'44"E
L13	45.00	S89°47'16"W
L14	213.22	S00°12'44"E
L15	50.00	S89°47'16"W
L16	238.22	N00°12'44"W
L17	85.00	N89°47'16"E
L18	200.38	N00°12'44"W
L19	85.00	S89°47'16"W
L20	179.62	N00°12'44"W

LINE TABLE		
LINE	DISTANCE	BEARING
L21	80.00	N89°47'16"E
L22	140.00	N00°12'44"W
L23	80.00	S89°47'16"W
L24	520.27	N00°12'44"W

Hydrology Report 26751.10 Owens Basin - Clark County, Nevada, Exhibit "B-1" APN 140-26-601-003 TCE OPTION 2.dwg, May 29, 2020 - 13:44

 Stanley Consultants inc.	PROJECT #: 26751.10	EXHIBIT "B-1" TEMPORARY GRADING AND CONSTRUCTION EASEMENT	DRAWN BY: MAC CHECKED BY: AWD
	APN 140-26-601-003 CLARK COUNTY DEPARTMENT OF PUBLIC WORKS		SCALE: 1"=200' DATE: 5/29/2020 PAGE: 2 of 2

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: Crown Mayfair, LLC						
(Include d.b.a., if applicable)						
Street Address: 17350 W Sunset Blvd #303			Website:			
City, State and Zip Code: Pacific Palisades, CA 90272			POC Name: David York			
			Email: David@Yorkenterprisesinc.com			
Telephone No: 310-614-2279			Fax No:			
Nevada Local Street Address:			Website:			
(If different from above)						
City, State and Zip Code:			Local Fax No:			
Local Telephone No: 310-614-2279			Local POC Name: David York			
			Email: David@Yorkenterprisesinc.co			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
David York	Manager	100%

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

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	David York
Manager	05/04/2023
Title	Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
n/a			

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative