### DISCLOSURE OF OWNERSHIP/PRINCIPALS

Dunings Entite To	(Diala-4		0020001	-	0. 0			A KINGII ALK			
Business Entity Ty			imited Liability					Non-Profit			
Proprietorship	Partnership		npany		Corporation	Tru	st	Organization		Other	
Business Designati	on Group (Please	e sele	ct all that apply	)					_		
MBE	□WBE	_	SBE		PBE			VET		OVET	ESB
Minority Business Enterprise  Women-Owned Business Enterprise						Physically Challenged Business Enterprise		Veteran Owned Business	Disabled Veteran Owned Business		Emerging Small Business
Number of Cla	rk County Ne	evad	a Residents	E	mployed:				0		
O		Vegas WP West, LLC									
Corporate/Business Entity Name: (Include d.b.a., if applicable)											
	plicable	900	900 Galleria Drive				We	ebsite: www.cowab	unga	vegas.com	
Street Address:  City, State and Zip Code:		Henderson, NV 89011			POC Name: Shane Huish, shane@cowabungabayvegas.com						
Telephone No:		(801) 865-6294				Fax No:					
Nevada Local Stree	t Address:					,	Website:				
(If different from ab		Sar	me as above								
City, State and Zip							Local Fax No:				
					Local POC Name:						
Local Telephone N	0:						En	Email:			
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											
T GII TGIIIG									(Not required for Publicly Traded Corporations/Non-profit organizations)		
See attached											
	44.10.11.11.11.11.11.11.11.11.11.11.11.11.							-			
This section is not r		7.								No No	
<ol> <li>Are any individu Center or Clark</li> </ol>	ual members, partne County Water Reck	ers, ov amatic	vners or principals, on District full-time	inv em	olved in the busi ployee(s), or app	ness ent pointed/e	ity, a lecte	Clark County, Departme d official(s)?	ent of A	viation, Clark Cou	nty Detention
Yes (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.)											
2. 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	the	W	h		Shane Huis Print Name	sh					
Manager Title					February 1	7, 202	5			MANAGEMENT OF THE PROPERTY OF	

## 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			
Water Reclamation District.  "Consanguinity" is a relations  "To the second degree of confollows:  • Spouse – Registered	ship by blood. "Affinity" is a rel onsanguinity" applies to the	Aviation, Clark County Deternationship by marriage.  candidate's first and second  n – Parents – In-laws (first degundchildren – Grandparents – In-	degree of blood relatives as
Yes No Is the County emp		owing: contracting/selection process for this p way with the business in performance	
Print Name			

## Attachment to Disclosure of Ownership/Principals

## WP Vegas West, LLC

Full Name	Title	% Owned
Craig Nielson	Member of Parent Company	6%
Scott Huish	Member of Parent Company	14.3%
Shane Huish	Member of Parent Company	12.4%
Dave Huish	Member of Parent Company	10.5%

APN: Portion of 176-06-701-010 & 011

RECORDING REQUESTED BY AND RETURN TO:

Clark County Real Property Management Property Management & Acquisition 500 South Grand Central Parkway 4<sup>th</sup> Floor Las Vegas, Nevada 89155-1825

Attn: Director

# FIRST AMENDMENT TO EASEMENT AGREEMENT AND RESTRICTIVE COVENANT

This First Amendment to Easement Agreement and Restrictive Covenant ("Amendment") is made between Vegas WP West, LLC, a Nevada limited liability company, as successor to The Waterpark, LLC, a Nevada limited liability company ("Grantor"), and Clark County, a political subdivision of the State of Nevada ("Grantee"), individually a "Party" and collectively, the "Parties"), and is effective as of \_\_\_\_\_\_\_, 2025.

### RECITALS:

- A. The Parties entered into that certain Easement Agreement and Restrictive Covenant ("Agreement") effective as of March 3, 2015, which is recorded as Instrument No. 20150304-0000618, in the Official Records of Clark County, Nevada.
- B. This Amendment contemplates the shared use of the parking lots, entry, entry plaza, and signage portions of the Community Park and unless otherwise noted, the terms in this Amendment will have the same meaning as the Agreement.
- C. The Parties desire to create a pedestrian access easement in favor of Grantor over a portion of the entry plaza ("Entry Plaza"), which is the pedestrian area in front of the main entrance to the Waterpark Parcel, as defined in the Agreement, and the aquatics facility located within the Community Park, as defined in the Agreement.
- D. Grantor constructed a monument sign ("Monument Sign") on the Waterpark Parcel adjacent to the Main Access Road, as defined in the Agreement, at the entrance to the Grantee's parking lot. The Monument Sign is used to provide directions to the Waterpark and the Community Park. The Parties desire to define Grantee's rights to use the Monument Sign.

E. The Parties desire to amend the Agreement in accordance with the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein and other good and valuable consideration, Grantor and Grantee agree that the foregoing recitals are true and correct and incorporated herein by this reference and to the following:

- 1. <u>Definitions</u>. Except as otherwise expressly defined herein, capitalized terms shall have the meanings ascribed to them in the Agreement.
- 2. Entry Plaza Access Easement. Grantee hereby grants and conveys to Grantor, as easements appurtenant to the Waterpark Parcel, a permanent, perpetual and irrevocable non-exclusive easement over, upon and across the portion of the Grantee's Entry Plaza described on Exhibit A hereto, for pedestrian access to the Waterpark Parcel ("Pedestrian Access Area"). Notwithstanding, Grantee retains the right to improve and construct improvements or buildings within the Pedestrian Access Area so long as such improvements or construction does not prohibit or impede pedestrian access to the Waterpark Parcel.
- 3. Monument Sign. Grantor grants to Grantee the right to use the portion of the Monument Sign presently occupied by Grantee which is located on the Waterpark Parcel as shown on Exhibit B. Grantor will maintain the Monument Sign, and each Party is responsible for the repair, maintenance, and replacement of its signage on the Monument Sign. Grantor will mutually approve any substantial modification or replacement of the Monument Sign with Grantee.
- 4. <u>Successors and Assigns.</u> This Amendment shall bind and inure to the benefit of the Parties and their respective successors, assigns, lessees and sublessees, and the benefits, covenants, and obligations of the Parties contained in this Amendment shall be covenants running with the land, both benefiting the Community Park Parcel and burdening the Waterpark Parcel, and benefiting the Waterpark Parcel and burdening the Community Park Parcel, as provided herein.
- 5. <u>Effect</u>. The Agreement is affirmed, and all terms and conditions of the Agreement remain in full force and effect except as expressly modified by this Amendment. If there is any conflict between the Agreement and the terms of this Amendment, the terms of this Amendment shall control.
- 6. <u>Entire Agreement.</u> The Agreement, together with this Amendment and the exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof.
- 7. Notices. Any notices, consents, offers, acceptances, elections, demands and other communications required or provided by this Amendment shall be in writing and shall be deemed to have been made or given only as follows: (a) when hand delivered, (b) one (1) business day after delivery to a nationally-recognized overnight courier service for next business day delivery, or (c) three (3) business days after certified mailing via United States

### First Amendment to Easement Agreement and Restrictive Covenant

Mail with return receipt requested, in all cases addressed to the Parties at their respective addresses as follows:

Waterpark: Vegas WP West, LLC

7055 S. Fort Apache Road Las Vegas, Nevada 89148 Attention: General Manager

Clark County: Clark County Department of Real Property

Management Attn: Director

500 S. Grand Central Parkway, 4th Floor

Box 551825

Las Vegas, NV 89155-1825

The address of each Party shall for all purposes be as set forth above, unless otherwise changed by the applicable Party by notice to the other as provided herein pursuant to this Section 7.

- 8. Governing Law. This Amendment is governed by and construed in accordance with the laws of the State of Nevada. Jurisdiction and venue for any action concerning this Amendment or the underlying Agreement will be solely and exclusively in Clark County, Nevada.
- 9. <u>Severability</u>. If any provision of this Amendment shall be invalid or unenforceable for any reason and to any extent, the remainder of this Amendment shall not be affected hereby but shall be enforced to the greatest extent permitted by law.
- 10. <u>No Waiver</u>. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof, or of any breach of any other provision hereof.
- 11. <u>Exhibits</u>. Each exhibit referred to herein and attached hereto is an integral part of this Amendment and is incorporated herein by this reference.
- 12. <u>Counterparts</u>. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original.

[Signature Pages Follow]

### First Amendment to Easement Agreement and Restrictive Covenant

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date first set forth above.

### WATERPARK:

Vegas WP West, LLC, a Nevada limited liability company,

By its Manager, Vegas WP Holdings, LLC, a

Nevada limited liability company

By: ALLE

Print: SHANE

Title: MANAGING PARTWER

STATE OF NEVADA

) ss.

COUNTY OF CLARK

This instrument was acknowledged before me on 1/22, 2025, by Shane Hush, as Manager of Vegas WP Holdings, LLC, a Nevada limited liability company.

MELANIE FRANK
Notary Public, State of Nevada
No. 13-11095-1
My Appt. Exp. May 16, 2025

Notary Public

My Commission Expires: May 16, 2025

[Signatures continue]

## First Amendment to Easement Agreement and Restrictive Covenant

	CLARK COUNTY, a political subdivision of the State of Nevada
	By: Shauna Bradley Director of Real Property Management
STATE OF NEVADA )	
COUNTY OF CLARK ) ss.	
This instrument was acknowled, as Director of Real P	lged before me on, 2025, by roperty Management for the County of Clark.
	Notary Public
	My Commission Expires:
Approved as to form:	
By:	
Nichole Kazimirovicz Deputy District Attorney	

### **EXHIBIT A**

### ENTRY PLAZA ACCESS EASEMENT AREA

MHP LIMITED, LLC

**APN# 176-06-701-011 OWNER: COUNTY OF CLARK** 

#### **EXHIBIT "A"**

**EXPLANATION:** 

THIS DESCRIPTION IS AN ACCESS EASEMENT FOR THE WATER

PARK.

#### **DESCRIPTION**

A PORTION OF LOT 2 AS SHOWN BY MAP THEREOF IN FILE 119, PAGE 41 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 06, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH SIXTEENTH CORNER OF SECTION 5 AND 6 AS SHOWN BY MAP THEREOF IN FILE 119, PAGE 41 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 06, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, NORTH 01°23'55" WEST 151.93 FEET;

THENCE DEPARTING SAID EAST LINE SOUTH 88°36'05" WEST, 820.01 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF VEGAS WP WEST LLC AND CLARK COUNTY ALSO BEING THE **POINT OF BEGINNING**;

THENCE NORTH 00°24'47" WEST, ALONG SAID BOUNDARY EASTERLY LINE 176.00 FEET TO A POINT ON THE BOUNDARY LINE;

THENCE DEPARTING SAID BOUNDARY EASTERLY LINE SOUTH 89°35'13" EAST, 356.69 FEET:

THENCE FROM A POINT TO WHICH A RADIAL LINE BEARS SOUTH 20°43'20" WEST, CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 59.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 41°30'28", AN ARC LENGTH OF 42.74 FEET:

THENCE NORTH 69°12'52" EAST, 130.01 FEET;

THENCE SOUTH 20°47'08" EAST, 8.00 FEET TO SAID BOUNDARY LINE;

Page 1 of 2
P:\16100004\_WetnWild\_Legal\Drawings\Survey\Legals\LEGAL DESCRIPTION APN 176-06-701-010.docx
6440 Sky Pointe #140-385, Las Vegas, Nevada 89131 | Tel. 702-334-1331

THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES:

- 1. THENCE SOUTH 69°12'52" WEST, 269.50 FEET;
- 2. THENCE SOUTH 20°47'08" EAST, 9.00 FEET;
- THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 9.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 14.14 FEET;
- THENCE SOUTH 69°12'52" WEST, 286.26 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED AREA 39,174 SQUARE FEET OR 0.90 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHOD.

#### **BASIS OF BEARINGS**

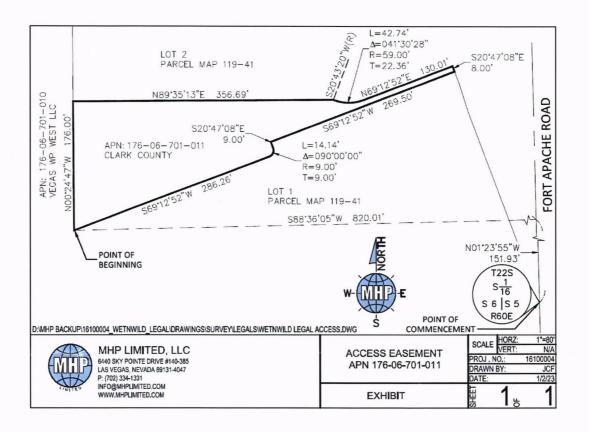
SOUTH 01°25'15" EAST, BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 06, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN ON THAT CERTAIN MAP, ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 119 OF PARCEL MAPS, PAGE 41.

### **END OF DESCRIPTION**

JASON C FACKRELL, PLS NEVADA LICENSE NO. 17833



Page 2 of 2



## **EXHIBIT B**

## **MONUMENT SIGN LOCATION**

