

DS #: 05179-1

APN: 138.36-601-009

PROJECT: Decatur and Alta-Update

SUBMITTAL: Supplement

SCANNED BY/DATE:

CHECKED BY/DATE:



CITY OF LAS VEGAS		DATE:
INTER-OFFICE MEMORANDUM		September 23, 2020
TO: Land Development Services Department of Building & Safety		FROM: Albert Sung, P.E. Flood Control Project Engineer Department of Public Works
SUBJECT:	Drainage Study for: Decatur and Alta - Update	COPIES TO: LR Nelson Consulting Engineers, Inc.
Cross Streets:	NWC of Decatur Boulevard & Alta Drive	D&A Real Property Inc.
File Number:	F:\Depot\DSMemos\DS5179G.doc	Bart Anderson, P.E., DevCo
Parcel Number:	138-36-601-009	CCRFCD
Zoning Action:	TMP-77350; SDR-76704; SUP-76703 & VAR-76702	
FEMA Flood Zone	YES	NO X
Proposed Storm Drain	YES X	NO

HISTORY	DATE RECEIVED	DATE REVIEWED	COMMENTS	REVIEW FEES	FEES PAID Payment Trn #
1 st Submittal	8/20/2019	9/5/2019 & 9/12/2019	Not Approved	\$400.00	3536721: \$400
2 nd Submittal	9/24/2019	9/27/2019	Conditional Approval	\$400.00	3578475: \$400
CCRFGD	10/24/2019	10/30/2019	Concurrence Recv'd	N/C	N/C
3 rd Submittal	5/29/2020	6/15/2020	Not Approved	\$100.00	3863333: \$100
4 th Submittal	6/22/2020	7/7/2020	Not Approved	\$400.00	3890510: \$400
Revised Memo	7/15/2020	7/15/2020	Conditional Approval	N/C	N/C
CCRFGD	8/24/2020	9/2/2020	Concurrence Recv'd	N/C	N/C
Supplement	9/22/2020	9/23/2020	Supplement Info. Recv'd	N/C	N/C
TOTAL FEES (LDDRS):				\$1,300.00	----

REMARKS:

3rd & 4th Submittals: Update & Addendum to address Onsite Drainage Revisions

The Drainage Study for the subject project has been reviewed and:

X	is approved subject to conformance to all City standards and the following conditions:
	must be resubmitted or supplemented including the following:
	is conditionally approved subject to Clark County Regional Flood Control District concurrence.
	is conditionally approved subject to Clark County Public Works Department concurrence.

NOTE: Any future changes to the proposed design (or design assumptions) as outlined in the approved drainage study and attached preliminary grading plan which affect drainage must be addressed in a Drainage Study Update and accepted by the *City of Las Vegas Flood Control Section*. Additionally, conditional acceptance of a drainage study is valid for a period of one (1) year. If the proposed construction has not been completed in that time period, the *City of Las Vegas* reserves the right to require additional conditions and/or submission and acceptance of a complete drainage study update prior to further construction of a project.

NOTE: Please be advised that all land surface area disturbances over 1 acre or any area adjacent to a water way must submit to the Nevada Division of Environmental Protection a "Notice of Intent" to discharge that certifies a stormwater pollution prevention plan has been developed and is maintained on site; for inclusion in the Stormwater General Permit No. NVR100000. A phased construction unit in a contiguous subdivision is considered under construction until all stripped or disturbed surface areas have been covered by paving, building construction or planting. For more information, including forms and applications see <http://ndep.nv.gov/bwpc/storm01.htm> or call (775) 687-9429.

END OF REMARKS
HDR/AYS

T/R/S: T20S/R60E/36
AREA L-36

Inst #: 20200914-0003831
Fees: \$42.00
09/14/2020 02:53:21 PM
Receipt #: 4209753
Requestor:
FNTG NCS Las Vegas
Recorded By: WIHD Pgs: 23
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN#s 138-36-601-009
 138-36-601-003

TITLE OF DOCUMENT
(DO NOT Abbreviate)

RECIPROCAL ACCESS EASEMENT AGREEMENT

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

DECATUR & ALTA LIMITED PARTNERSHIP
c/o Mr. Ralph Murphy
295 E. Warm Springs Road
Las Vegas, NV 89119

RETURN TO:

DECATUR & ALTA LIMITED PARTNERSHIP
c/o Mr. Ralph Murphy
295 E. Warm Springs Road
Las Vegas, NV 89119

This page provides additional information required by NRS 111.312 Sections 1-2.

THIS **RECIPROCAL ACCESS EASEMENT AGREEMENT** ("**Agreement**") is made this 2nd day of September, 2020, by and between **DECATUR & ALTA LIMITED PARTNERSHIP**, a Nevada limited partnership ("**D & A**"), whose mailing address is 295 E. Warm Springs Road, Suite 101, Las Vegas, NV 89119, and **DECATUR MEADOWS SHOPPING CENTER, LLC**, a Delaware limited liability company ("**Meadows**"), whose mailing address is 1 East Washington St., Suite 430, Phoenix, AZ 85004.

RECITALS:

A. D & A owns that certain real property legally described on Exhibit A, attached hereto and made a part hereof ("**D & A Property**") and located in Las Vegas, Clark County, Nevada.

B. Meadows owns that certain real property legally described on Exhibit B, attached hereto and made a part hereof ("**Meadows Property**") and located in Las Vegas, Clark County, Nevada.

C. D & A has constructed or will construct a paved driveway running north to south through the eastern portion of the D & A Property (the "**D & A Driveway**") with access to Decatur Boulevard, a public street.

D. Meadows owns an existing paved driveway running east to west along the southern border of the Meadows Property (the "**Meadows Driveway**") with access to Decatur Boulevard, a public street. The D & A Driveway and the Meadows Driveway are collectively referred to herein as the "**Driveways**."

E. The parties make this Agreement in order to provide for the connection of the D & A Driveway to the Meadows Driveway to create a continuous driveway and to provide common access to the Driveways for pedestrian and motor vehicle ingress and egress to and from the D & A Property and Meadows Property on the terms and conditions provided in this Agreement. A depiction of the Driveways is attached hereto as Exhibit C and made a part hereof.

F. One or more concrete and/or cinder block walls was or were constructed at or near the border of the D & A Property and the Meadows Property on the west side of the Meadows Property and the south side of the Meadows Property as depicted on Exhibit C (the "**Screening Walls**"). D & A desires to demolish some or all of the Screening Walls and construct new walls in their place, including, without limitation, the replacement of the south wall of the existing cell tower enclosure ("**Cell Tower Enclosure**") located at the southwest corner of the Meadows Property (collectively, the "**New Wall**") and Meadows has no objection thereto, as more particularly set forth herein. The Screening Walls and New Wall are collectively referred to herein as the "**Wall**."

G. The parties desire to allow D & A to demolish the Screening Wall and construct the New Wall in its place on the terms and conditions provided in this Agreement and to provide a temporary construction easement for the demolition and construction of the Wall and the Driveways.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows and D & A and Meadows do hereby grant the following easements (the “**Easements**”) and agree to the following covenants with respect to the Easements:

1. Recitals. The foregoing recitals are true and are incorporated into this Agreement by this reference.

2. Temporary Construction Easement – Driveway. Meadows hereby grants to D & A and its employees, contractors and agents a non-exclusive temporary construction access easement (the “**Temporary Driveway Construction Easement**”) on and to the Meadows Driveway and such other portions of the Meadows Property adjacent thereto which are set forth as the “**Temporary Driveway Easement Area**” on Exhibit C attached hereto and made a part, as reasonably necessary to facilitate the construction of the Driveways (the “**Driveway Improvements**”), including installing curbs and any required striping reasonably required by the City of Las Vegas, Nevada (the “**City**”) at or near the property line dividing the D & A Property and the Meadows Property, as shown on Exhibit C. All plans for the Driveway Improvements shall be subject to the prior written approval of Meadows, which shall not be unreasonably withheld, conditioned or delayed. In connection with such written approval, D & A shall provide Meadows with such reports or documentation demonstrating, in Meadow’s reasonable discretion, that the Driveway Improvements shall (i) provide sufficient area to accommodate the turn radius of such delivery trucks customarily used at the Meadows Property, (ii) be in compliance with all laws, rules, regulations, building codes, and ordinances, including the Americans With Disabilities Act of 1990, and (iii) be graded to provide a sufficient slope to allow proper stormwater drainage on the Driveways as reasonably required by Meadows. The Temporary Driveway Construction Easement shall terminate on the earlier of (a) the date that the Driveway Improvements have been completed, or (b) December 31, 2021. D & A shall complete the Driveway Improvements at its own cost in accordance with the requirements of the City. No additional instrument shall be required for the granting of the Easements over the Driveways. Once commenced, construction and installation of the Driveway Improvements shall be diligently prosecuted to completion, so as to minimize any interference with the business of Meadows and any tenants and other occupants of the Meadows Property or portions thereof.

3. Temporary Construction Easement – Wall. Meadows hereby grants to D & A and its employees, contractors and agents a non-exclusive temporary construction access easement (the “**Temporary Wall Construction Easement**”) on and to that portion of the Meadows Property set forth as the “**Temporary Wall Easement Area**” on Exhibit C attached hereto and made a part hereof, to facilitate demolition of the Existing Wall and construction of the New Wall in its place (the “**Wall Improvements**”) at or near the west and south Meadows Property boundary lines dividing the D & A Property and the Meadows Property, as shown on Exhibit C. All plans for the Wall Improvements shall be subject to the prior written approval of Meadows, which approval shall not be unreasonably withheld, conditioned or delayed. The Temporary Wall Construction Easement shall terminate on the earlier of (a) the date that the Wall Improvements have been completed, or (b) December 31, 2021. D & A shall demolish the Screening Wall and construct the New Wall at its own cost in accordance with the requirements of the City. Once

commenced, construction and installation of the Wall Improvements shall be diligently prosecuted to completion, so as to minimize any interference with the business of Meadows and any tenants and other occupants of the Meadows Property or portions thereof. D & A shall coordinate with Meadow's property manager for entrance and access to the Cell Tower Enclosure prior to commencing any work affecting the Cell Tower Enclosure, and shall comply with any reasonable requirements of any tenants or occupants of the same.

4. Temporary Construction Easements – Generally. The Temporary Driveway Easement Area and Temporary Wall Easement Area (collectively, the “**Temporary Construction Easements**”) are depicted on Exhibit C. During such period as is reasonably necessary for D & A's active construction of the Driveway Improvements, D & A or its contractors, consultants, or subcontractors, may temporarily close or restrict the Meadows Driveway access to Decatur Boulevard at the southeastern corner of the Meadows Property, to the extent reasonably necessary in constructing the Driveway Improvements in the Temporary Driveway Construction Area in accordance with applicable law, but shall not adversely affect ingress and egress between the Meadows Property's other driveway access point(s) to Decatur Boulevard. D & A or its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, or workers shall have reasonable ingress and egress to the Temporary Construction Easements, but shall not block functional driveways to the Temporary Construction Easements nor park in marked parking spaces outside of the Temporary Construction Easements. D & A shall provide traffic controls and signage during construction to comply with any and all city requirements and to close or restrict driveway access to Decatur Boulevard at the southeastern corner of the Meadows Property. D & A shall (i) provide no less than five (5) business days' prior written notice to Meadows prior to closing or otherwise restricting the Decatur Access Area, (ii) reasonably coordinate its construction schedule with Meadows in an effort to minimize any interference with the business of Meadows and any tenants and other occupants of the Meadows Property or portions thereof, and (iii) comply with all applicable all laws, rules, regulations, building codes, and ordinances in performance of any work on the Meadows Property. In the event the Driveway Improvements or Wall Improvements fail to comply with, or cause Meadows or the Meadows Property to be in violation of, any law, rule, regulation, building code, or ordinance in effect at the time such improvements are installed, D & A shall remove, repair or replace such improvements to the extent required in order to so comply. The designated local contact for Meadows is Susan Cotton, Managing Director of Sun Property Management, the third party manager of the Meadows Property who may be contacted by telephone at (702) 968-7305 and by email at susanc@sunpm.net. No work on the Driveway Improvements or the Wall Improvements shall occur between November 1 and January 1 of any year.

5. Driveway Easements. Commencing on the date that the Driveway Improvements are completed, D & A and Meadows do hereby grant and create for the benefit of each of the owners and their successors and assigns from time to time of the D & A Property and the Meadows Property and their respective lessees, and the customers, employees, agents and invitees of such owners and lessees (collectively, “**Permittees**”), the following perpetual, non-exclusive reciprocal easements (the “**Driveway Easements**”):

A. D & A hereby grants and creates for the benefit of the owner(s) of the Meadows Property and their Permittees a perpetual, non-exclusive easement appurtenant to the

Meadows Property for pedestrian and motor vehicle (excluding any construction vehicles, tractor trailers, and commercial vehicles) ingress and egress over any paved portion of the D & A Driveway, excluding marked parking spaces.

B. Meadows hereby grants and creates for the benefit of the owner(s) of the D & A Property and their Permittees a perpetual, non-exclusive easement appurtenant to the D & A Property for pedestrian and motor vehicle (excluding any construction vehicles, tractor trailers, and commercial vehicles) ingress and egress over any paved portion of the Meadows Driveway, excluding marked parking spaces, if any.

6. Certain Definitions. The D & A Property and the Meadows Property are denoted as the “**Properties**” or “**Property**” as the context requires. As used herein, “**Owner**” or “**Owners**” mean D & A and/or Meadows, as the context may require, and their respective successors and assigns with regard to the Properties.

7. Restrictions. The Temporary Driveway Construction Easement, Temporary Wall Construction Easement and the Easements shall be subject to all posted speed limits, posted directional lanes, posted stop signs, other posted traffic controls, and reasonable size and load factors established from time to time by D & A and Meadows with respect to vehicles using the Driveways. The use of the Driveways and the Easements shall at all times be in compliance with all appropriate governmental regulations and shall not unreasonably diminish, impair, or interfere with use of either the D & A Property or the Meadows Property by the respective Owners thereof, or their Permittees with respect to ingress and egress of vehicles and pedestrians. It is expressly provided that the easements created through this instrument shall inure and only be of benefit to the Owners, together with their Permittees and assigns. The Owners and their Permittees shall not have the right to ingress or egress upon or use any portion of the other Owner’s Property other than to use the Driveways and Easements as provided herein and shall not use the Property subject to the Easements for any unlawful purpose. The Owners and their Permittees shall not use the Driveways located on the other Owner’s Property in any way which will constitute a nuisance, shall not damage or waste the Driveways located on the other Owner’s Property in any way, and shall not obligate each other in any way other than as expressly provided herein.

8. Unimpaired Access. D & A and Meadows and their respective successors and assigns covenant and agree that, except as incidental to and temporarily during the construction of or repair to the Driveways by the Owner thereof or improvements on the Properties and except for such periods of time on a temporary basis as may be necessary to prevent the public from obtaining rights to the Driveways, no barriers, impediments or obstructions of any kind shall be erected, built or placed on such Owner’s Driveway that may impede or hinder the free flow of traffic to or from Decatur Boulevard and the Properties served by the Driveways.

9. Maintenance of Improvements. The Owner of the D & A Property with respect to the D & A Driveway and the Owner of the Meadows Property with respect to the Meadows Driveway shall be responsible for all cost and expense necessary to repair and maintain those portions of the Driveways that are situated within each such Owner’s Property and keeping such Driveways in good order and repair at all times. All grading, paving, maintenance, repair, and repaving

performed on each of the Driveways shall be performed in a good and workmanlike manner. Each Owner agrees to use reasonable efforts to ensure that maintenance and repair activities within the Driveways are conducted with a minimum of interference with use of the Driveways.

10. Enforcement of Maintenance Obligations. In the event that any Owner of any of the Properties (the “**Defaulting Owner**”) fails to properly maintain its Driveway as required by this Agreement, the other Owner of such Driveway (the “**Curing Owner**”), after giving the Defaulting Owner and its mortgagee (to the extent such Defaulting Owner has giving Curing Owner notice of such mortgagee) thirty (30) days’ written notice and opportunity to cure during which the Defaulting Owner (or its mortgagee) has failed to perform the proper maintenance or repairs to the applicable Driveway (or, if such maintenance or repair cannot reasonably be completed within such 30-day period, such longer period as may be reasonably required provided that such Defaulting Owner commences such cure within the initial 30-day period), may but shall not be required to, enter onto the Defaulting Owner’s Driveway (and the Curing Owner is hereby granted a non-exclusive license to enter upon the Property of the Defaulting Owner to do so) and perform the necessary maintenance or repairs, after which the Curing Owner will be entitled to demand reimbursement for the Curing Owner’s costs of performing such maintenance or repairs. If the Defaulting Owner fails to reimburse the Curing Owner for the Curing Owner’s costs of performing such maintenance or repairs within thirty (30) days of written demand therefor (which demand shall be accompanied by bills and invoices in detail reasonably requested by the Defaulting Owner), then any amounts which are not paid when due shall bear interest from the due date until the date of payment at a rate of interest equal to ten percent (10%) per annum provided that such rate shall not exceed the highest rate permitted by applicable law, and such amounts shall be secured by a lien upon the Defaulting Owner’s Property, effective upon the recording thereof in the Clark County Recorder’s Office, Nevada. Any such lien may be foreclosed upon in the same manner as provided for enforcement of mechanics liens or liens securing mortgage indebtedness.

11. Damage to Driveways. If any Owner (the “**Damaging Owner**”) or its Permittees shall cause any damage to the other Owner’s (the “**Damaged Owner**”) Property or Driveway, then such Damaging Owner shall pay for the repair or replacement of such damaged Property or Driveway caused by itself or its Permittee within thirty (30) days of demand by the Damaged Owner, and if the Damaging Owner fails to pay the Damaged Owner for such damage within thirty (30) days of demand by the Damaged Owner, then then any amounts which are not paid when due shall bear interest from the due date until the date of payment at a rate of interest equal to ten percent (10%) per annum provided that such rate shall not exceed the highest rate permitted by applicable law, and such amounts shall be secured by a lien upon the Defaulting Owner’s Property, effective upon the recording thereof in the Clark County Recorder’s Office, Nevada. Any such lien may be foreclosed upon in the same manner as provided for enforcement of mechanics liens or liens securing mortgage indebtedness.

12. No Dedication to Public Use. This Agreement is not intended to, and should not be construed to dedicate any of the Driveways or the Driveway Easements to the general public, nor shall this Agreement be construed to restrict the use and development of any of the Properties, except as expressly provided herein.

13. Indemnification. Each Owner, with respect to the Driveways and the Driveway Easements, hereby agrees to indemnify, protect, defend, and save the other Owners, their directors, shareholders, partners, managers, officers, members, and employees (the "**Indemnified Parties**") harmless from and against any and all losses, damages (excluding consequential, punitive, special, incidental and similar type damages, except to the extent claimed by third parties), actions, fines, penalties, demands, damages, liabilities, and expenses, including reasonable attorneys' fees and court costs incurred through litigation and all appeals, in connection with loss of life, bodily injury or damage to property, arising out of the use of the Driveway Easements for the Driveways by the indemnifying Owner, or such indemnifying Owner's Permittees, except to the extent of the Indemnified Parties' negligence or willful misconduct. In connection with any indemnifications hereunder, the Indemnified Party shall tender defense to the indemnifying party of any claim made against such party which is subject to an indemnity hereunder in sufficient time to avoid prejudice to the indemnifying party for handling by counsel of the indemnifying party's selection and reasonably acceptable to the Indemnified Party.

14. Insurance. Prior to commencement of the exercise of its easement rights hereunder, each Owner shall obtain, at its sole cost and expense, and maintain during the exercise of its easement rights hereunder, workers' compensation insurance covering all persons directly employed by such Owner in connection with the exercise of its easement rights hereunder and with respect to which death or injury claims could be asserted against the other Owner as required by applicable laws and regulations, together with commercial general liability insurance for the mutual benefit of each Owner with limits of not less than \$1,000,000.00 on an occurrence basis, for bodily injury, including death and property damage combined and \$2,000,000 general aggregate, which policy or policies shall:

- (a) name the Owner of the applicable Driveway as an additional insured;
- (b) shall contain a waiver of subrogation on behalf of the Owner of the applicable Driveway;
- (c) be written by solvent insurance companies authorized to do business in the State of Nevada with an A.M. best rating of at least A-/VII; and
- (d) include contractual liability coverage insuring such Owner's indemnity obligations provided for herein.

Each Owner shall (i) deliver certificates of such policies of insurance to the other Owner prior to the commencement of the exercising its easement rights hereunder, and (ii) provide the other Owner at least ten (10) days advance written notice of any cancelation of such policy or policies.

15. Hazardous Materials. Neither Owner nor any Permittees shall use, generate, transport, or dispose any hazardous materials in or about any portion of the other Owner's Property, or transport any hazardous materials on, over or under the other Owner's Driveway. Each Owner agrees to indemnify, defend and hold harmless the Indemnified Parties from and against all damages, costs, losses, expenses (including, without limitation, actual attorneys' fees and

engineering fees) arising from or attributable to (i) the existence of any hazardous substance at the other Owner's Driveway as a result of indemnifying Owner's or its Permittee's use of the Driveway and (ii) any breach by such indemnifying Owner of any of its covenants contained in this Section.

16. Covenants Running with the Land. The easements and agreements provided for herein shall run with the land, and shall constitute reciprocal benefits to and burdens upon each of the Properties. The easements and agreements provided for herein shall inure to the benefit of and be binding upon the Owners and their respective successors, successors-in-title, assigns, and heirs, and, with respect to the easement rights, Permittees, and shall remain in full force and effect and shall be unaffected by any change in ownership of the Properties, or any of them, or by any change of use, demolition, reconstruction, expansion, or other circumstances, except as specified herein.

17. Amendments. This Agreement may be amended only by a written instrument duly executed by each Owner of the Properties affected by the amendment.

18. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of Nevada without giving effect to conflict of laws rules.

20. Enforcement. The terms of this Agreement may be enforced by an action for injunctive relief, actual damages, or both. D & A and Meadows shall not seek and hereby waive recovery of indirect, incidental, consequential, exemplary, special, or punitive damages in any action arising out of this Agreement. The prevailing party in any enforcement action shall be entitled to reasonable attorneys' fees and costs of enforcement.

21. Recording. This Agreement shall be recorded by D & A, at its sole cost and expense, in the appropriate office for the recordation of real estate conveyances in Clark County, Nevada.

22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page.

23. JURY WAIVER. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE PERFORMANCE OF THIS AGREEMENT, OR THE

RELATIONSHIP CREATED BY THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THIS AGREEMENT OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THE TRANSACTION GOVERNED BY THIS AGREEMENT AND SPECIFICALLY WITH RESPECT TO THE TERMS OF THIS PARAGRAPH.

24. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by either party (other than a payment required to be made hereunder), such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to any of the following: strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party, including, without limitation, inclement climatic conditions unusual for the time and place of the Property, and delays in the issuance of permits and approvals by the applicable government authorities (except to the extent attributable to an Owner's own failure, for example by failing to submit a complete application or provide requested information).

25. No Personal Liability. Each party hereto will look solely to an Owner's interest in its respective Property for recovery of any judgment against such Owner relating to this Agreement; and such Owner, its members, partners, directors, shareholders, officers, employees, agents and representatives, shall not be personally liable for anything related to this Agreement.

IN WITNESS WHEREOF, these presents have been executed by the undersigned on the day and year first above written.

DECATUR & ALTA LIMITED PARTNERSHIP,
a Nevada limited partnership

By: Decatur & Alta, LLC,
a Nevada limited liability company
Its: General Partner

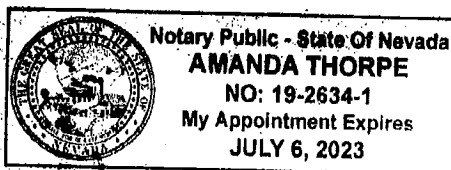
By: HAND Enterprises, Inc.,
a Nevada non-profit corporation
Its: Member and Co-Manager

By: *Audra Hamernik*
Name: Audra Hamernik
Title: President

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

THE FOREGOING INSTRUMENT was acknowledged before me this 2 day of September, 2020, by Audra Hamernik, as President of HAND Enterprises, Inc., a Nevada non-profit corporation which is a member and the co-manager of Decatur & Alta, LLC, a Nevada limited liability company which is the general partner of Decatur & Alta Limited Partnership, on behalf Decatur & Alta Limited Partnership and who is personally known to me or who has produced drivers license, as identification.

(SEAL)



Amanda Thorpe
Notary, State of Nevada
My Commission Expires: July 6, 2023
Print Name: Amanda Thorpe

#19-2634-1

DECATUR MEADOWS SHOPPING CENTER, LLC,
a Delaware limited liability company

By: [Signature]
Name: Michael Bar
Title: President

STATE OF Arizona)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 25 day of August, 2020, by Michael Bar, as Michael Bar/owner of Decatur Meadows Shopping Center, LLC, a Delaware limited liability company, on behalf of said company. He/she is personally known to me or has produced Drivers License as identification.



[Signature]
Notary, State of Arizona
My Commission Expires: 01/22/2022
Print Name: Frank Garcia III

Frank Garcia III
Exp: 01-22-2022

EXHIBIT A TO RECIPROCAL ACCESS EASEMENT AGREEMENT

D & A PROPERTY

SITUATE WITHIN THE EAST HALF (E ½) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

LOT 1 OF DECATUR AND ALTA, A COMMERCIAL-RESIDENTIAL SUBDIVISION, THE PLAT OF SAID SUBDIVISION BEING ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE AS BOOK 162, PAGE 24 OF PLATS.

CONTAINING 19.56 ACRES.

Assessor's Parcel Number: 138-36-613-001

EXHIBIT B TO RECIPROCAL ACCESS EASEMENT AGREEMENT
MEADOWS PROPERTY

The land referred to herein below is situated in the County of Clark, State of Nevada:

Being that portion of the south half (S 1/2) of the Northeast Quarter (NE 1/4) of Section 36, Township 20 South, Range 60 East, M.D.B. & M., and further described as follows:

Commencing at the East Quarter (E 1/4) Corner of said Section 36; thence North 00°19'21" West along the East line of the Northeast Quarter (NE 1/4) of said Section 26, a distance of 660.00 feet to a point; thence South 89°31'54" West a distance of 71.18 feet to a point on the westerly right-of-way line of Decatur Boulevard, said point being the true point of beginning;

Thence North 00°34'02" East along said westerly right-of-way line a distance of 75.98 feet to an angle point in the aforementioned right-of-way line;

Thence North 00°19'21" West continuing on the westerly right-of-way line of Decatur Boulevard a distance of 398.57 feet; thence South 89°53'09" West a distance of 150.00 feet;

Thence North 00°19'21" West a distance of 150.00 feet to a point on the southerly right-of-way line of Meadows Lane;

Thence South 89°53'09" West along the southerly line thereof a distance of 536.27 feet to a point;

Thence South 00°19'21" East along a line parallel to the East Line of the Northeast Quarter (NE 1/4) of said Section 36 a distance of 628.78 feet to a point;

Thence North 89°31'54" East along a line parallel to the South line of the Northeast Quarter (NE 1/4) of said Section 36, a distance of 685.08 feet to the true point of beginning.

Note: The above metes and bounds description previously appeared in that certain document recorded February 26, 2007 in Book 20070226 as Instrument No. 03330 of Official Records, Clark County, Nevada.

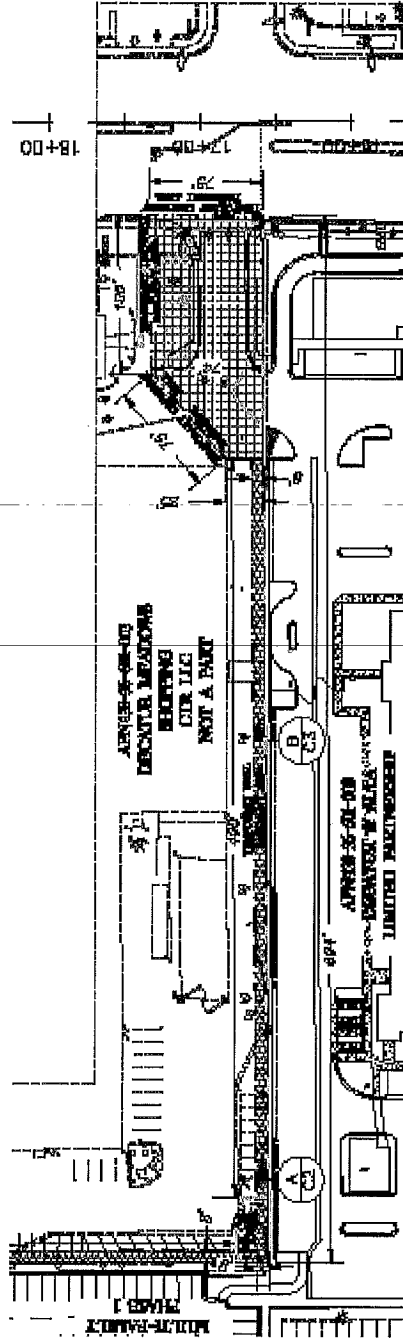
Excepting therefrom portion conveyed in those Grand Deed Recorded June 03, 2008 in Book 20080603 as Instrument No. 03625, Official Records, Clark County, Nevada.

Assessor's Parcel Number: 138-36-601-003

EXHIBIT C TO RECIPROCAL ACCESS EASEMENT AGREEMENT
DEPICTION OF THE DRIVEWAYS AND SCREENING WALLS

[see attached]

EXHIBIT "C" **DECATUR & ALTA** **DRIVEWAY AND SCREENING WALLS**



LEGEND



TEMPORARY WALL EASEMENT AREA



TEMPORARY DRIVEWAY EASEMENT AREA

OWNER

DECATUR & ALTA LIMITED
 PARTNERSHIP
 2855 S. RAINBOW BLVD. STE 401
 LAS VEGAS, NV 89146
 PHONE: (702)364-8027
 FAX: (702)364-4825
 CONTACT: GEORGE GENIUS
 EMAIL: GENIUS@GDCUS.COM

DEVELOPER

GEORGE GENIUS, INC
 2855 S. RAINBOW BLVD. #401
 LAS VEGAS, NV 89146
 PHONE: (702)364-8027
 FAX: (702)364-4825
 CONTACT: GEORGE GENIUS
 EMAIL: GENIUS@GDCUS.COM

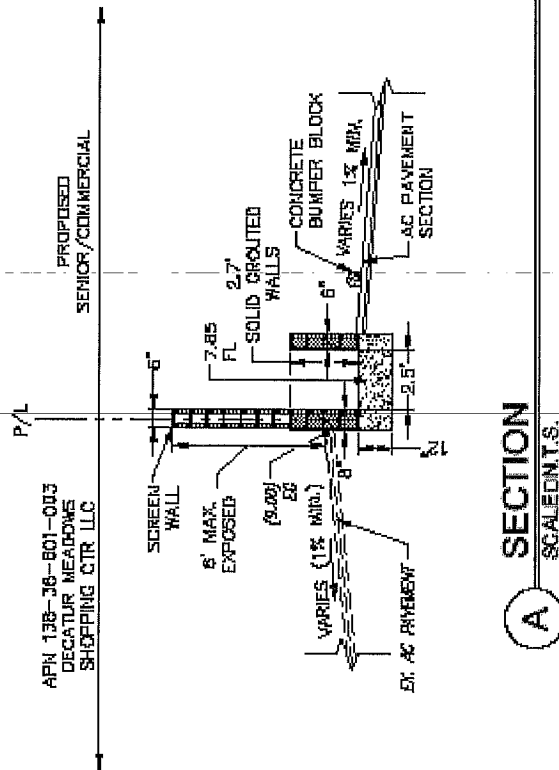
ENGINEER

L.R. NELSON CONSULTING ENGINEERS, INC
 6785 WEST RUSSELL ROAD, SUITE 200
 LAS VEGAS, NEVADA 89118-1811
 CONTACT:
 PHONE: (702)786-7878

SHEET NUMBER
 C1

OF 9 SHEETS

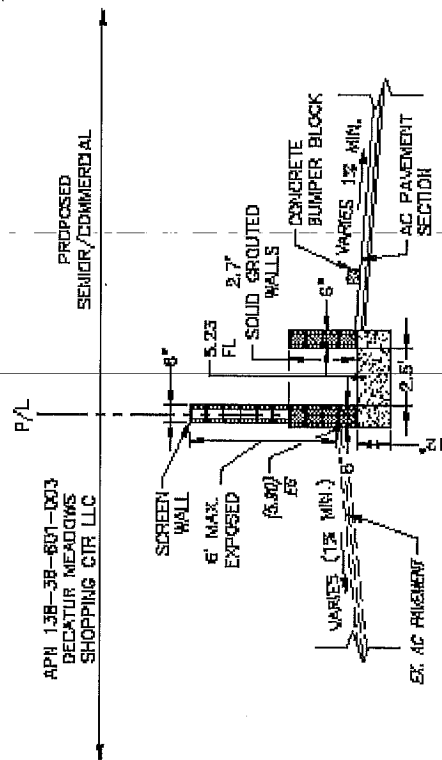
EXHIBIT "C"
DECATUR & ALTA
DRIVEWAY AND SCREENING WALLS



A SECTION
 SCALED TO S.

SHEET NUMBER
 C2
 OF 9 SHEETS

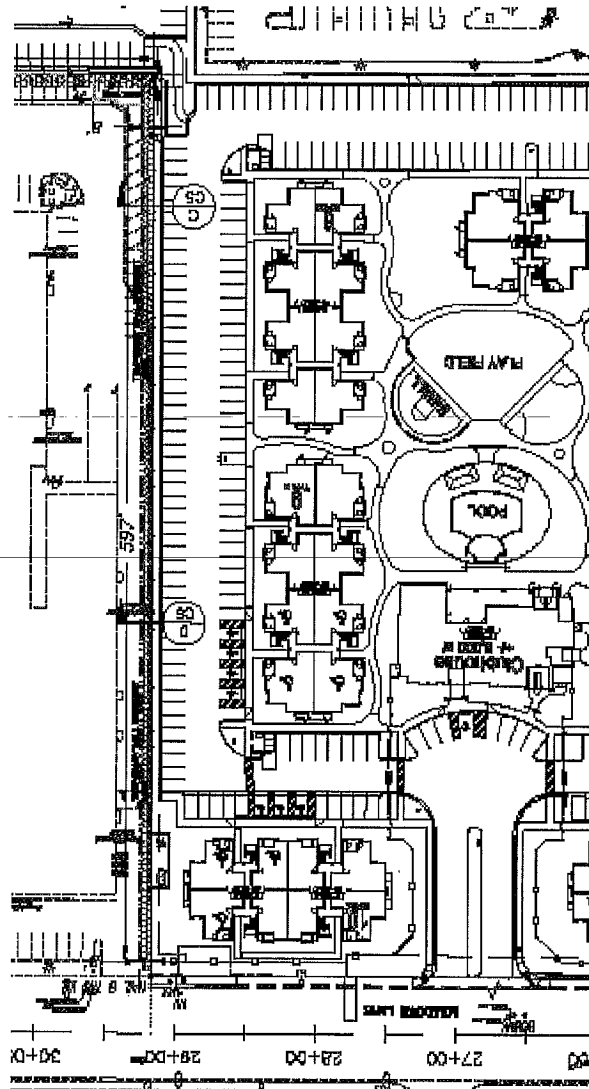
EXHIBIT "C"
DECATUR & ALTA
DRIVEWAY AND SCREENING WALLS



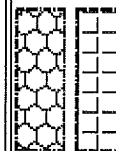
B SECTION
 SCALE: 1" = 1'-0"

SHEET NUMBER
 C3
 OF 9 SHEETS

EXHIBIT "C" **DECATUR & ALTA** **DRIVEWAY AND SCREENING WALLS**



LEGEND



TEMPORARY WALL EASEMENT AREA

TEMPORARY DRIVEWAY EASEMENT AREA

OWNER

DECATUR & ALTA UNITED
 PARTNERSHIP
 2805 S RANKIN BLVD. STE 401
 LAS VEGAS, NV 89146
 PHONE: (702) 364-8027
 FAX: (702) 364-4025
 CONTACT: GEORGE GOSKINS
 EMAIL: GOSKINS@DCA.COM

DEVELOPER

GEORGE GOSKINS, INC.
 2805 S RANKIN BLVD. #401
 LAS VEGAS, NV 89146
 PHONE: (702) 364-8027
 FAX: (702) 364-4025
 CONTACT: GEORGE GOSKINS
 EMAIL: GOSKINS@DCA.COM

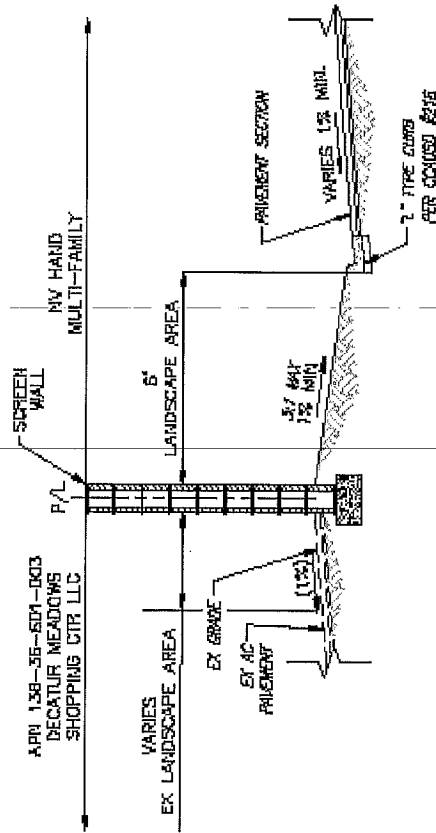
ENGINEER

L.R. NELSON CONSULTING ENGINEERS, INC.
 4001 WEST RUSSELL ROAD, SUITE 200
 LAS VEGAS, NEVADA 89112-1811
 CONTRACTOR
 PHONE: (702) 738-7578

SHEET NUMBER
 C4

OF 9 SHEETS

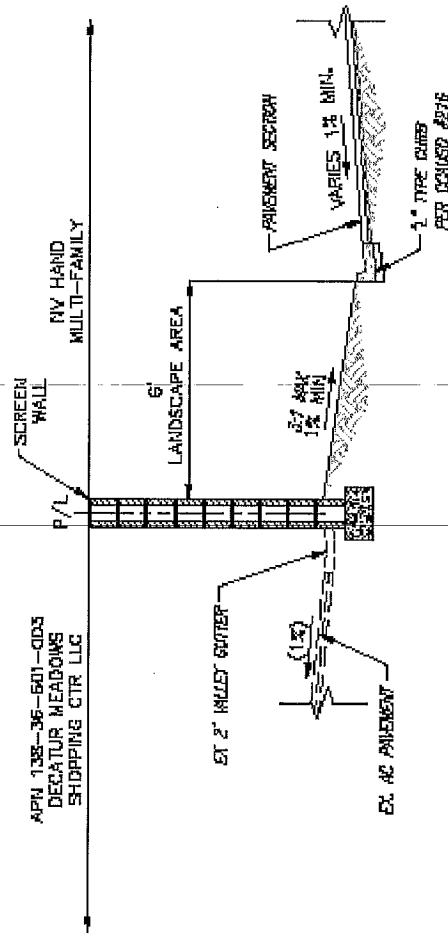
EXHIBIT "C"
DECATUR & ALIA
DRIVEWAY AND SCREENING WALLS



C SECTION
 SCALE: 1" = 1'-0"

SHEET NUMBER
 C5
 OF 9 SHEETS

EXHIBIT "C"
DECATUR & ALTA
DRIVEWAY AND SCREENING WALLS



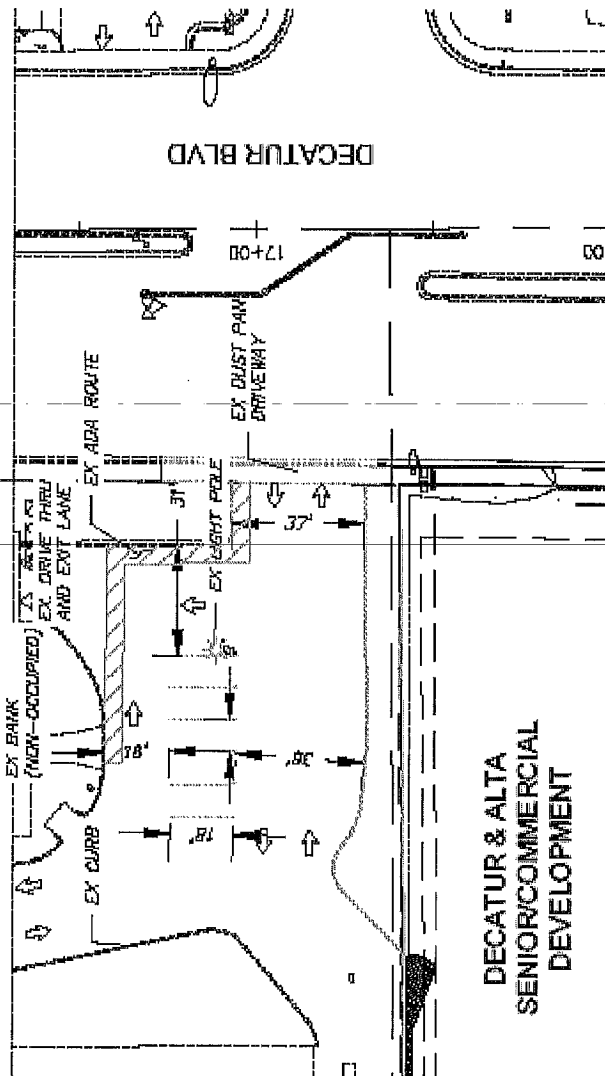
SECTION
D
SCALE: 1/8\"/>

SHEET NUMBER
 C6
 OF 9 SHEETS



EXHIBIT "C"
DECATUR & ALTA
DRIVEWAY AND SCREENING WALLS

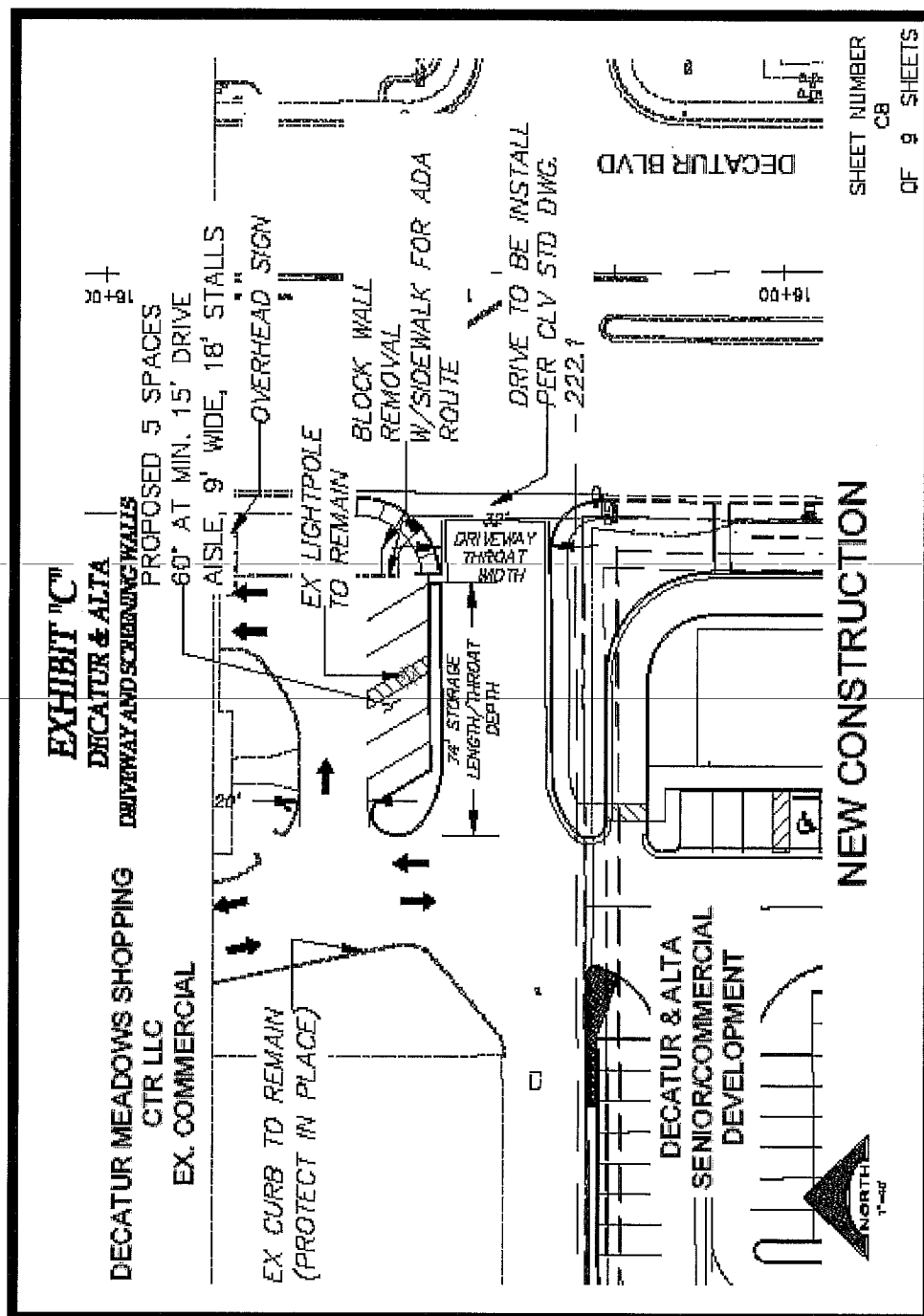
DECATUR MEADOWS SHOPPING
CTR LLC
EX COMMERCIAL

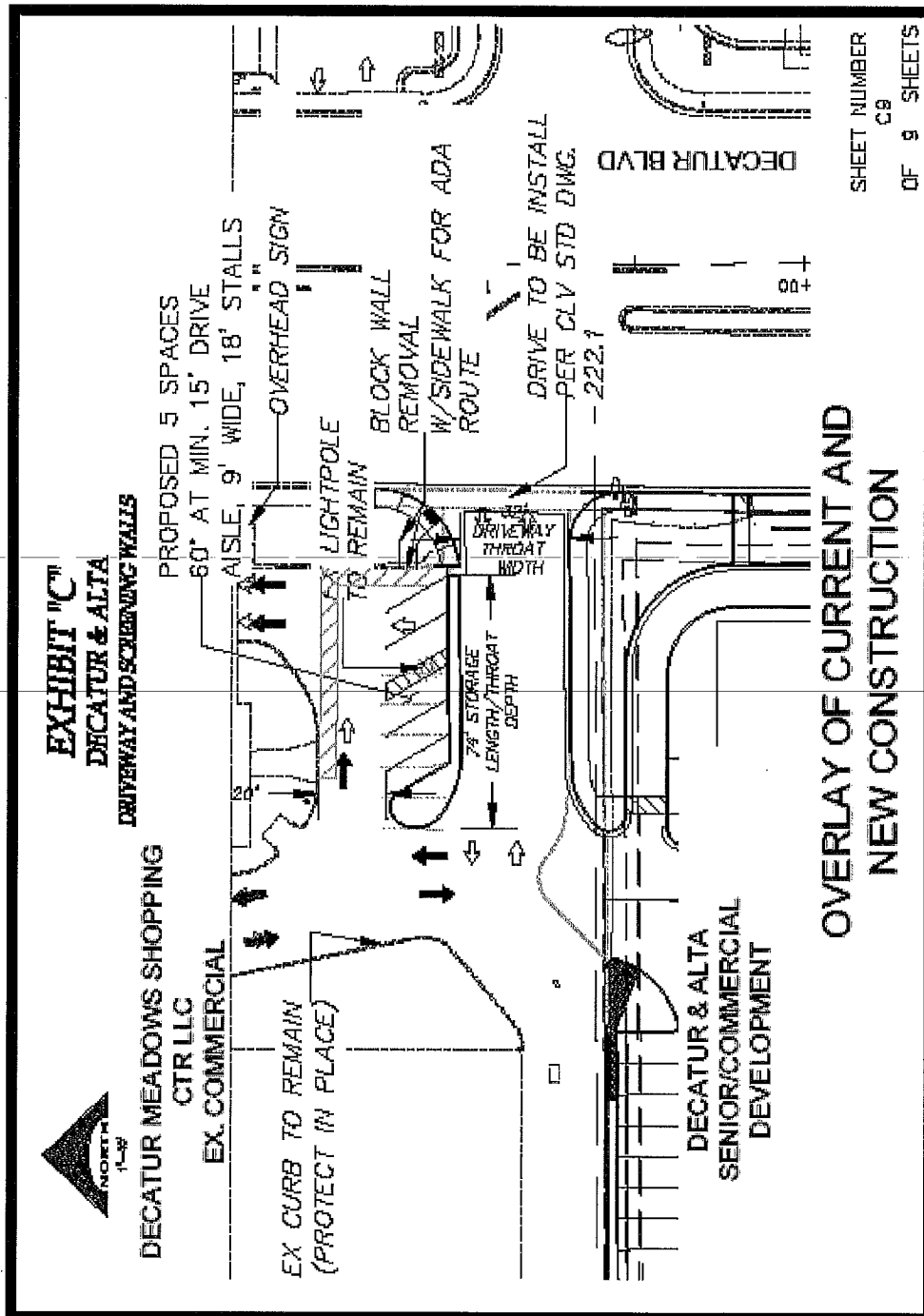


DECATUR & ALTA
SENIOR/COMMERCIAL
DEVELOPMENT

CURRENT CONDITION

SHEET NUMBER
C7
OF 9 SHEETS





SDR-78599 (PRJ78573)

Date: 08/17/20

Reviewer: Steve Gebeke, Planning Supervisor

Reason for Revision: Site changes requested by the applicant.

Additional Info:

Modifications to approved plans, including:

1. Enlarged Maintenance building resulting in loss of 4 parking spaces;
2. Re-orientation of restaurant in the NEC of the site, to accommodate access to driveway on adjoining site to north. Elimination of driveway on the subject site at this location;
3. Revision of parking lot layout and orientation of restaurant at the SEC of the site, to provide better circulation and increase number of parking spaces;
4. Increase in the building area of the commercial uses from 14,500 SF to 18,732 SF. Parking remains adequate for the uses on the site (see tables below).
5. Associated changes to building elevations and landscaping.

Staff is administratively approving this revision because the resulting development is still in substantial conformance with the previous approvals.

Conditions:

1. Conformance to the plans date stamped 08/17/20.
2. Conformance to landscaping requirements of Title 19.08 and Waivers/Exceptions approved via SDR-76704.

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Multi-Family Parking Requirement							
Use	Gross Floor Area or Number of Units	Required			Provided		Compliance
		Parking Ratio	Parking		Parking		
			Regular	Handi-capped	Regular	Handi-capped	
1 Bedroom	48 Units	1 per 1.25 units	60				
2 Bedroom	144 Units	1 per 1.75 units	252				
3 Bedroom	48 Units	1 per 2 units	96				
Guest Space	240 Units	1 per 6 units	40				
TOTAL SPACES REQUIRED			448		412		Y*
Regular and Handicap Spaces Required			439	9	399	13	Y*
Percent Deviation			8%				

*A Variance (VAR-76702) was approved allowing 846 spaces where 970 is required.

Pursuant to Title 19.18, the following parking standards apply:

Mixed-Use Alternative Parking Requirement								
Use	Gross Floor Area or Number of Units	# Spcs Req'd	Weekdays			Weekends		
			Mid – 7AM	7 AM – 6 PM	6 PM – Mid	Mid – 7 AM	7 AM – 6 PM	6 PM - Mid
General Retail	6,027 SF	35	0	35	28	0	35	21
Restaurant – Front of House	7,623 SF	152	76	107	152	69	107	152
Restaurant – Back of House	5,082 SF	26	13	19	26	12	19	26
Senior Citizen Apartment - 1 Bedroom	123 Units	93	93	52	80	93	61	70
Senior Citizen Apartment - 2 Bedroom	117 Units	88	88	49	75	88	58	66
TOTAL SPACES REQUIRED			270	262	361	262	280	335
Total Spaces Provided			402					

*Based on a common ratio for restaurants that 60% of floor space is front of house, and 40% is back of house.