

RESOLUTION NO. RA-3-2017

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2 **RESOLUTION FINDING THE PROJECT PROPOSED BY THE COMMERCIAL VIP**  
3 **AGREEMENT (“CVIP”) BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT**  
4 **AGENCY AND Highland Industrial Park, LLC (AS OWNER) TO BE IN**  
5 **COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND**  
6 **OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE**  
7 **EXECUTION OF THE CVIP BY THE AGENCY**

8  
9 WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency")  
10 adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan  
11 for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which  
12 Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339,  
13 April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December  
14 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16,  
15 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

16  
17 WHEREAS, the Redevelopment Plan identifies and designates an area within  
18 the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of  
19 redevelopment in order to eliminate the environmental deficiencies and blight existing therein,  
20 and

21  
22 WHEREAS, the Agency approved on October 20, 2004 the form for the  
23 Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program  
24 Manual, in order to provide funding to owners of commercial properties located within the  
25 Redevelopment Area for the purpose of making improvements to the exterior of such  
26 commercial properties and/or for the development of a vacant parcel with a new commercial  
27 building; and  
28

1                   WHEREAS, Highland Industrial Park, LLC (the “OWNER”) is the owner of  
2 real property and improvements located at 2901 Highland Dr., and which parcel is commonly  
3 known as APN 162-08-611-006 (the “Site”), and

4                   WHEREAS, Highland Industrial Park, LLC (the “CVIP PARTICIPANT”) is the  
5 owner of the real property located at 2901 Highland Dr., and is undertaking certain exterior  
6 improvements to the property in accordance with the Commercial VIP Program; and  
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8                   WHEREAS, the Agency has considered the findings that no other reasonable  
9 means of financing the building, facilities or structures or other improvements on the Site are  
10 available; and

11                   WHEREAS, the Governing Body of the Agency has determined that the  
12 Commercial VIP Agreement (the “Agreement” and attached hereto as Exhibit A), which  
13 provides for the contribution of funds to Participant for making physical, visual improvements  
14 to the building on the Site, all as more fully set forth in the Agreement, is in compliance with  
15 and in furtherance of the goals and objectives of the Redevelopment Plan; and  
16

17                   NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of  
18 the Agency that the Agreement is hereby approved and determined to be in compliance with  
19 and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the  
20 Chairperson of the Governing Board of the Agency is hereby authorized and directed to  
21 execute the Agreement for and on behalf of the Agency, and to execute any and all additional  
22 documents (including any Attachments to the Agreement) and to perform any additional acts  
23 necessary to carry out the intent and purpose of the Agreement.  
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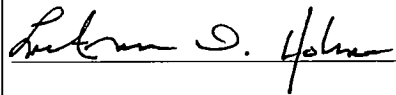
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THE FOREGOING RESOLUTION and CVIP AGREEMENT was passed,  
adopted and approved this 1<sup>st</sup> day of February, 2017.

CITY OF LAS VEGAS  
REDEVELOPMENT AGENCY

By:   
CAROLYN G. GOODMAN, Chair

ATTEST:



SECRETARY

APPROVED AS TO FORM:

 1/10/17  
Date

## Exhibit A

### CITY OF LAS VEGAS REDEVELOPMENT AGENCY COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and Highland Industrial Park, LLC, a Nevada limited liability company (hereinafter referred to as the "Owner")

#### Recitals

WHEREAS, the Agency administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures, and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area, and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Facade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area, and

WHEREAS, in consideration for the acquisition of the Facade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of Twenty-Five Thousand Dollars and 00/100 (**\$25,000.00**), and the Owner has provided a 200% matching cash contribution to the Agency's participation to ensure that the Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency, and

WHEREAS, the Owner desire to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency, Owner does hereby agree as follows

SECTION 1 SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2. PARTIES TO THE AGREEMENT The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.) The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "parties" hereinafter.

SECTION 3: GRANT OF FACADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

- a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the facade improvements, with a not to exceed maximum of Twenty Five Thousand Dollars and 00/100 (**\$25,000.00**), for "Pre-approved Qualified Exterior Improvements." Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, facade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.
- b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement, in substantially the form attached hereto as Attachment " 3 " and a Building Facade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 "

- c Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project Improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines
- d The Agency shall cause the Facade Easement and the Building Facade Maintenance Agreement to be recorded against the Property promptly after completion of the Project Improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Facade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter
- e Owner hereby agree to maintain the Property, including without limitation the Facade Easement Area and the Project Improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Facade Maintenance Agreement, Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 "
- f The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building

**SECTION 4** OWNER'S REPURCHASE OPTION The Agency hereby grants the Owner the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions

- a Option Term The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner must give sixty (60) days written notice to the Agency that it wishes to exercise the Option
- b Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule")
- c. Title, Escrow and Closing Costs The Owner shall each pay all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The

Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase

- d The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement to be recorded on the Property

SECTION 5 IMPROVEMENTS TO THE SITE AND PROJECT BUDGET The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed Within thirty (30) days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Facade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines Owner shall complete the improvements within one hundred eighty (180) days of commencement of work Additional time may be given for completion of the improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency The improvements to the site also shall be referred to as the "Project" hereinafter The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the improvements by the required dates and any failure of Owner to commence and complete the improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement

SECTION 6 CONTRACTOR SELECTION REQUIREMENTS If the Project exceeds \$10,000, then the Owner in compliance with NRS 279 498 must obtain three (3) or more competitive bids from properly licensed contractors If the Owner is unable to obtain three (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted

SECTION 7 COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas Additional development standards may apply depending on the specific location of the Site

SECTION 8 FAILURE TO COMPLETE WORK If the contractor selected by the Owner fails to commence and/or complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter

SECTION 9 UNRELATED IMPROVEMENTS Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement

SECTION 10 COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following

- 1 Encourage new commercial development,
2. Create or retain jobs for nearby residents,
- 3 Increase local revenues from private revenue sources,
- 4 Increase levels of human activity in the Redevelopment Area,
- 5 Possess attributes that are unique, either as to type of use or level of quality and design,
- 6 Require for their construction, installation or operation the use of qualified and trained labor, or
- 7 Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin

SECTION 11 CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999,

Owner warrants that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change

SECTION 12 DEFAULTS AND REMEDIES Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement ("Event of Default") In connection with any default of Owner or Agency under this Agreement, the non-defaulting party shall have the right to terminate immediately this Agreement upon written notice to the defaulting party without any cure right for the benefit of the defaulting party In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice In the event of termination of this Agreement by the Agency, then (i) any obligation of Agency to acquire the Façade easement shall terminate and be null and void and (ii) Owner agrees to return any and all Agency Funds heretofore paid to the Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law

SECTION 13 SUBSEQUENT AGENCY APPROVALS Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing

SECTION 14: TERM The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto

SECTION 15 SEVERABILITY Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect

SECTION 16. GOVERNING LAW. The interpretation and enforcement of this Agreement shall

be governed in all respects by the laws of the State of Nevada

SECTION 17: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail

If to the Agency.                      City of Las Vegas Redevelopment Agency  
495 S Main Street, 6<sup>th</sup> Floor  
Las Vegas, NV 89101

If to the Owner:                      Highland Industrial Park, LLC  
Atten Emil Khalili  
2500 W Sahara Ave , Ste 211  
Las Vegas, NV 89102

SECTION 18: CAPTIONS The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 19 ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "8" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Owner

SECTION 20: COUNTERPARTS; ELECTRONIC DELIVERY This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter

SECTION 21 TIME FOR AGENCY TO ACCEPT AGREEMENT This Agreement has been approved on \_\_\_\_\_, 2017 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval

\_\_\_\_\_, 2017

CITY OF LAS VEGAS REDEVELOPMENT  
AGENCY

By \_\_\_\_\_  
CAROLYN G GOODMAN, CHAIR  
"Agency"

APPROVED AS TO FORM

\_\_\_\_\_  
Counsel to the Agency      Date

ATTEST

\_\_\_\_\_

Secretary

OWNER – Highland Industrial Park, LLC

By \_\_\_\_\_  
Emil Khalili

Its: Owner

## LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6-B"	DISCLOSURE OF PRINCIPALS – BUSINESS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1  
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

PARCEL 1A:

BEING A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M. AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT; BEGINNING AT A POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE OF PROJECT I-015-1 (6) 28 INTERSTATE ROUTE 15, 165.00 FEET RIGHT OF AND AT RIGHT ANGLES TO HIGHWAY ENGINEER'S STATION "B" 345 & 12.37 P.O.T., SAID POINT BEING FURTHER DESCRIBED AS BEARING SOUTH 18°49'10" WEST, A DISTANCE OF 2306.96 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., THENCE NORTH 54°26'37" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15; THENCE NORTH 35°33'23" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 726.08 FEET TO A POINT; THENCE SOUTH 62°04'04" EAST A DISTANCE OF 40.35 FEET TO A POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15; THENCE SOUTH 35°33'23" WEST ALONG SAID FORMER EASTERLY RIGHT OF WAY LINE A DISTANCE OF 731.44 FEET TO THE POINT OF BEGINNING.

PARCEL 1B:

BEING A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WHIT; BEGINNING AT A POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE OF PROJECT 1-015-01 (6)28 INTERSTATE ROUTE 15, 165.00 FEET RIGHT OF AND AT RIGHT ANGLES TO HIGHWAY ENGINEER'S STATION "B" 345 + 12.37 P.O.T., SAID POINT BEING FURTHER DESCRIBED AS BEARING SOUTH 18°49'10" WEST, A DISTANCE OF 2306.96 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., THENCE SOUTH 35°33'23" WEST ALONG SAID FORMER EASTERLY RIGHT OF WAY LINE A DISTANCE OF 180.00 FEET TO A POINT; THENCE NORTH 54°26'37" WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15; THENCE NORTH 35°33'23" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 180.00 FEET TO A POINT; THENCE SOUTH 54°26'37" EAST A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

PARCEL 1C:

BEING A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE OF PROJECT 1-015-01(6)28 INTERSTATE ROUTE 15, 165.00 FEET RIGHT OF AND AT RIGHT ANGLES TO HIGHWAY ENGINEER'S STATION "B" 345 + 91.84 P.O.T., SAID POINT BEING

FURTHER DESCRIBED AS BEARING SOUTH 21°52'40" WEST, A DISTANCE OF 2909.42 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., THENCE NORTH 88°49'22" WEST, A DISTANCE OF 48.46 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15, THENCE NORTH 35°33'23" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 367.87 FEET TO A POINT; THENCE SOUTH 54°26'37" EAST A DISTANCE OF 40.00 FEET TO A POINT ON THE FORMER EASTERLY RIGHT WAY OF LINE OF INTERSTATE ROUTE 15; THENCE SOUTH 35°13'23" WEST ALONG SAID FORMER EASTERLY RIGHT OF WAY LINE A DISTANCE OF 340.51 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

INGRESS AND EGRESS EASEMENT OVER, ACROSS, THROUGH, AND UNDER STRIPS OF LAND LOCATED IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA FURTHER DESCRIBED AS FOLLOWS:

THE SOUTHERLY 25' OF LOT 2, THE NORTHERLY 25' OF LOT 3, THE SOUTHERLY 25' OF LOT 4, AND THE NORTHERLY 25' OF LOT 5 AS SAID LOTS ARE SHOWN ON THE OFFICIAL PLAT OF HIGHLAND INDUSTRIAL PARK RECORDED IN BOOK 20, OF PLATS, PAGE 64, AS DISCLOSED BY INSTRUMENT RECORDED FEBRUARY 10, 1981, IN BOOK 1354 AS DOCUMENT NO. 1313233 OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 24, 2004 IN BOOK 20040924 AS INSTRUMENT NO. 04573.

**PARCEL 3:**

LOTS ONE (1) THROUGH FIFTEEN (15) INCLUSIVE IN BLOCK ONE (1) OF HIGHLAND INDUSTRIAL PARK AS SHOWN BY MAP THEREOF ON FILE IN BOOK 20 OF PLATS, PAGE 64 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AS AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 5, 1981 IN BOOK 1352 AS INSTRUMENT NO. 1311105 OF OFFICIAL RECORDS.

LOT SIX (6) IS ALSO KNOWN AS LOTS SIX-A (6-A) AND SIX-B (6-B) DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**LOT SIX-A (6-A):**

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THEE 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING NORTH 76°26'44" WEST, 638.14 FEET TO THE TRUE POINT OF BEGINNING.

THENCE SOUTH 35°33'42" WEST, 48.43 FEET

THENCE 71.22 FEET ALONG THE ARC OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF 34°24'08" AND A RADIUS OF 118.61 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDNA AVENUE, PRESENTLY 60.00 FEET IN WIDTH THENCE ALONG SAID LINE, NORTH 88°50'26" WEST, 25.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WES1WOOD DRIVE, PRESENTLY 60.00 FEET IN WIDTH

THENCE ALONG SAID LINE, SOUTH 34°10'58" WEST, 35.78 FEET THENCE LEAVING SAID LINE, NORTH 88°50'26" WEST, 26.15 FEET  
THENCE NORTH 54°26'18" WEST, 234.40 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 15

THENCE ALONG SAID LINE, NORTH 35°33'42" EAST, 180.12 FEET

THENCE SOUTH 54°26'18" EAST, 255.00 FEET TO THE POINT OF BEGINNING. LOT SIX-B (6-B):

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8', TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING ALONG THE EAST-WEST CENTER OF SECTION LINE NORTH 88°50'26" WEST, 742.03 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 88°50'26" WEST, 284.09 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 15

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 35°33'42" EAST, 160.51 FEET

THENCE LEAVING SAID LINE, SOUTH 54°26'18" EAST, 234.40 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JANUARY 9, 1980 IN BOOK 1170 AS INSTRUMENT NO. 1129871.

LOT SEVEN (7) IS ALSO KNOWN AS LOTS SEVEN-A (7-A) AND SEVEN-B (7-B) DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

LOT SEVEN-A (7-A):

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING NORTH 82°56'38" WEST, 292.01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDNA AVENUE

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 145.18 FEET TO THE TRUE POINT OF BEGINNING

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 235.74 FEET

THENCE 71.22 FEET ALONG THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY WHOSE TANGENT BEARS NORTH 1°09'34" EAST, HAVING A CENTRAL ANGLE OF 34°24'08", AND A RADIUS OF 118.61 FEET

THENCE NORTH 35°33'42" EAST, 221.27 FEET

THENCE SOUTH 54°26'18" EAST, 215.25 FEET

THENCE SOUTH 35°33'42" WEST, 155.10 FEET TO THE POINT OF BEGINNING. LOT SEVEN-B (7-B):

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING NORTH 82°56'38" WEST, 292.01 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDNA AVENUE, PRESENTLY 60.00 FEET IN WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 145.18 FEET  
THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 35°33'42" EAST, 155.10 FEET  
THENCE SOUTH 54°26'18" EAST, 69.75 FEET  
THENCE SOUTH 1°09'34" WEST, 88.56 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JANUARY 9, 1980 IN BOOK 1170 AS INSTRUMENT NO. 1129872.

LOT FIFTEEN (15) IS ALSO KNOWN AS LOTS FIFTEEN-A (15-A) AND FIFTEEN-B (15-B)  
DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

LOT FIFTEEN-A (15-A):

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE  
NE 1/4 OF SECTION 8 AND THE SW 1/4, NW 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH,  
RANGE 61 EAST, M.D.M., LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SAID SECTIONS 8 AND 9, AND  
PROCEEDING NORTH 14°23'50" EAST, 167.09 FEET TO THE TRUE POINT OF BEGINNING,  
SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF HIGHLAND DRIVE,  
PRESENTLY 80.00 FEET IN WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 27°56'15" WEST, 133.20 FEET

THENCE 27.59 FEET ALONG THE ARC OF A CURVE, CONCAVE NORTHWESTERLY,  
HAVING A CENTRAL ANGLE OF 63°13'19" AND A RADIUS OF 25.00 FEET TO A POINT ON  
THE NORTHERLY RIGHT-OF-WAY LINE OF EDNA AVENUE, PRESENTLY 60.00 FEET IN  
WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 117.07 FEET  
THENCE LEAVING SAID LINE, NORTH 54°26'18" WEST, 156.75 FEET THENCE NORTH  
31°38'21" EAST, 187.85 FEET

THENCE SOUTH 62°03'45" EAST, 261.48 FEET TO THE POINT OF BEGINNING. LOT  
FIFTEEN-B (15-B):

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE  
NE 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS,  
CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THEE 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING NORTH  
82°56'38" WEST, 292.01 FEET TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 1°09'34" EAST, 88.56 FEET

THENCE SOUTH 54°26'18" EAST, 156.75 FEET TO A POINT ON THE NORTHERLY RIGHT-  
OF- WAY LINE OF EDNA AVENUE, PRESENTLY 60.00 FEET IN WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 129.33 FEET TO THE  
POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY  
IN THAT CERTAIN DOCUMENT RECORDED JANUARY 9, 1980 IN BOOK 1170 AS  
INSTRUMENT NO.

1129870.

**PARCEL 4:**

**A NON-EXCLUSIVE EASEMENT FOR INGRESS, USE, EGRESS AND DRAINAGE OVER THE PRIVATE STREETS AND COMMON AREA AS SET FORTH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED DECEMBER 10, 1979 IN BOOK 1158 AS INSTRUMENT NO. 1117716 OF OFFICIAL RECORDS AND ON THE MAP OF SAID SUBDIVISION ON FILE IN BOOK 20 OF PLATS, PAGE 64 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.**

**ATTACHMENT 2**

**PROOF OF OWNERSHIP OR LEASEHOLD INTEREST**

See Attached

Inst #: 20160601-0002810

Fees \$23 00 N/G Fee \$0 00

RPTT: \$65478 90 Ex #

06/01/2016 10:57:41 AM

Receipt #: 2779916

Requestor:

FIRST AMERICAN TITLE NCS LA

Recorded By: DROY Pgs. 8

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 162-08-611-001 through 162-08-611-016,  
162-09-210-001, 162-09-210-002  
and 162-08-604-002

NCS-739968

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO AND  
AND MAIL TAX STATEMENTS TO

Highland Industrial Park, LLC  
Emil Khalili, Manager  
7136 Pacific Blvd, Suite 210  
Huntington Park, CA 90255

Huntington Park, CA 90255

(Space above line for Recorder's use)

GRANT BARGAIN AND SALE DEED

Highland Industrial Park Partnership, a Nevada general partnership, "Grantor," does hereby Grant, Bargain, Sell and Convey to Highland Industrial Park, LLC, a Delaware limited liability company, "Grantee," whose address is 7136 Pacific Blvd, Suite 210, Huntington Park, CA 90255, the real property in the County of Clark, State of Nevada (the "Land") described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all and singular the tenements, easements, hereditaments and appurtenances thereunto belonging or otherwise appertaining, and all improvements situated thereon.

SUBJECT TO

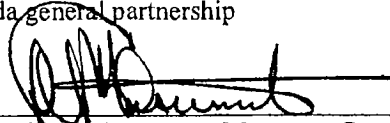
- 1 General taxes for the current fiscal tax year, not yet delinquent.
2. All covenants, conditions, restrictions, reservations, rights, rights-of-way and easements recorded against the Land prior to or concurrently with this Deed, and all other matters of record against the Land.

Dated: MAY 25 2016, 2016

**GRANTOR:**

Highland Industrial Park Partnership,  
a Nevada general partnership

By

  
Gilbert Matsumoto, Managing General  
Partner

[ACKNOWLEDGEMENT CONTINUED ON FOLLOWING PAGE]



EXHIBIT A

Legal Description

PARCEL 1.

PARCEL 1A:

BEING A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M. AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT; BEGINNING AT A POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE OF PROJECT I-015-1 (6) 28 INTERSTATE ROUTE 15, 165 00 FEET RIGHT OF AND AT RIGHT ANGLES TO HIGHWAY ENGINEER'S STATION "B" 345 & 12.37 P.O.T., SAID POINT BEING FURTHER DESCRIBED AS BEARING SOUTH 18°49'10" WEST, A DISTANCE OF 2306.96 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., THENCE NORTH 54°26'37" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15; THENCE NORTH 35°33'23" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 726 08 FEET TO A POINT; THENCE SOUTH 62°04'04" EAST A DISTANCE OF 40.35 FEET TO A POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15; THENCE SOUTH 35°33'23" WEST ALONG SAID FORMER EASTERLY RIGHT OF WAY LINE A DISTANCE OF 731.44 FEET TO THE POINT OF BEGINNING.

PARCEL 1B:

BEING A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WHIT; BEGINNING AT A POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE OF PROJECT I-015-01 (6)28 INTERSTATE ROUTE 15, 165 00 FEET RIGHT OF AND AT RIGHT ANGLES TO HIGHWAY ENGINEER'S STATION "B" 345 + 12.37 P.O.T., SAID POINT BEING FURTHER DESCRIBED AS BEARING SOUTH 18°49'10" WEST, A DISTANCE OF 2306.96 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., THENCE SOUTH 35°33'23" WEST ALONG SAID FORMER EASTERLY RIGHT OF WAY LINE A DISTANCE OF 180.00 FEET TO A POINT, THENCE NORTH 54°26'37" WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15; THENCE NORTH 35°33'23" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 180.00 FEET TO A POINT; THENCE SOUTH 54°26'37" EAST A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING

PARCEL 1C:

BEING A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE OF PROJECT I-015-01(6)28 INTERSTATE ROUTE 15, 165.00 FEET RIGHT OF AND AT RIGHT ANGLES TO HIGHWAY ENGINEER'S STATION "B" 345 + 91.84 P.O.T., SAID POINT BEING FURTHER DESCRIBED AS BEARING SOUTH 21°52'40" WEST, A DISTANCE OF 2909.42 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., THENCE NORTH 88°49'22" WEST, A DISTANCE OF 48.46 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15, THENCE NORTH 35°33'23" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 367.87 FEET TO A POINT; THENCE SOUTH 54°26'37" EAST A DISTANCE OF 40 00 FEET TO A POINT ON THE FORMER EASTERLY RIGHT WAY OF LINE OF INTERSTATE ROUTE 15; THENCE SOUTH 35°13'23" WEST ALONG SAID FORMER EASTERLY RIGHT OF WAY LINE A DISTANCE OF 340.51 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

INGRESS AND EGRESS EASEMENT OVER, ACROSS, THROUGH, AND UNDER STRIPS OF LAND LOCATED IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA FURTHER DESCRIBED AS FOLLOWS:

THE SOUTHERLY 25' OF LOT 2, THE NORTHERLY 25' OF LOT 3, THE SOUTHERLY 25' OF LOT 4, AND THE NORTHERLY 25' OF LOT 5 AS SAID LOTS ARE SHOWN ON THE OFFICIAL PLAT OF HIGHLAND INDUSTRIAL PARK RECORDED IN BOOK 20, OF PLATS, PAGE 64, AS DISCLOSED BY INSTRUMENT RECORDED FEBRUARY 10, 1981, IN BOOK 1354 AS DOCUMENT NO. 1313233 OF OFFICIAL RECORDS.

NOTE : THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 24, 2004 IN BOOK 20040924 AS INSTRUMENT NO. 04573

PARCEL 3:

LOTS ONE (1) THROUGH FIFTEEN (15) INCLUSIVE IN BLOCK ONE (1) OF HIGHLAND INDUSTRIAL PARK AS SHOWN BY MAP THEREOF ON FILE IN BOOK 20 OF PLATS, PAGE 64 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AS AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 5, 1981 IN BOOK 1352 AS INSTRUMENT NO. 1311105 OF OFFICIAL RECORDS.

LOT SIX (6) IS ALSO KNOWN AS LOTS SIX-A (6-A) AND SIX-B (6-B) DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

LOT SIX-A (6-A):

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING NORTH 76°26'44" WEST, 638.14 FEET TO THE TRUE POINT OF BEGINNING.

THENCE SOUTH 35°33'42" WEST, 48.43 FEET

THENCE 71.22 FEET ALONG THE ARC OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY,

HAVING A CENTRAL ANGLE OF 34°24'08" AND A RADIUS OF 118.61 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDNA AVENUE, PRESENTLY 60.00 FEET IN WIDTH

THENCE ALONG SAID LINE, NORTH 88°50'26" WEST, 25 00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WESTWOOD DRIVE, PRESENTLY 60 00 FEET IN WIDTH

THENCE ALONG SAID LINE, SOUTH 34°10'58" WEST, 35.78 FEET

THENCE LEAVING SAID LINE, NORTH 88°50'26" WEST, 26 15 FEET

THENCE NORTH 54°26'18" WEST, 234 40 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 15

THENCE ALONG SAID LINE, NORTH 35°33'42" EAST, 180.12 FEET

THENCE SOUTH 54°26'18" EAST, 255 00 FEET TO THE POINT OF BEGINNING.

LOT SIX-B (6-B):

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M D M , LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING ALONG THE EAST-WEST CENTER OF SECTION LINE NORTH 88°50'26" WEST, 742.03 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 88°50'26" WEST, 284.09 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 15

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 35°33'42" EAST, 160.51 FEET

THENCE LEAVING SAID LINE, SOUTH 54°26'18" EAST, 234.40 FEET TO THE POINT OF BEGINNING.

NOTE THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JANUARY 9, 1980 IN BOOK 1170 AS INSTRUMENT NO. 1129871

LOT SEVEN (7) IS ALSO KNOWN AS LOTS SEVEN-A (7-A) AND SEVEN-B (7-B) DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

LOT SEVEN-A (7-A):

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING NORTH 82°56'38" WEST, 292 01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDNA AVENUE

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 145.18 FEET TO THE TRUE POINT OF BEGINNING

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 235 74 FEET

THENCE 71.22 FEET ALONG THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY WHOSE TANGENT BEARS NORTH 1°09'34" EAST, HAVING A CENTRAL ANGLE OF 34°24'08", AND A RADIUS OF 118.61 FEET

THENCE NORTH 35°33'42" EAST, 221.27 FEET

THENCE SOUTH 54°26'18" EAST, 215.25 FEET

THENCE SOUTH 35°33'42" WEST, 155.10 FEET TO THE POINT OF BEGINNING

LOT SEVEN-B (7-B):

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING NORTH 82°56'38" WEST, 292.01 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDNA AVENUE, PRESENTLY 60.00 FEET IN WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 145.18 FEET

THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 35°33'42" EAST, 155.10 FEET

THENCE SOUTH 54°26'18" EAST, 69.75 FEET

THENCE SOUTH 1°09'34" WEST, 88.56 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JANUARY 9, 1980 IN BOOK 1170 AS INSTRUMENT NO 1129872.

LOT FIFTEEN (15) IS ALSO KNOWN AS LOTS FIFTEEN-A (15-A) AND FIFTEEN-B (15-B) DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

LOT FIFTEEN-A (15-A):

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8 AND THE SW 1/4, NW 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SAID SECTIONS 8 AND 9, AND PROCEEDING NORTH 14°23'50" EAST, 167.09 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF HIGHLAND DRIVE, PRESENTLY 80.00 FEET IN WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 27°56'15" WEST, 133.20 FEET

THENCE 27.59 FEET ALONG THE ARC OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 63°13'19" AND A RADIUS OF 25.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDNA AVENUE, PRESENTLY 60.00 FEET IN WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 117.07 FEET

THENCE LEAVING SAID LINE, NORTH 54°26'18" WEST, 156.75 FEET

THENCE NORTH 31°38'21" EAST, 187.85 FEET

THENCE SOUTH 62°03'45" EAST, 261.48 FEET TO THE POINT OF BEGINNING.

LOT FIFTEEN-B (15-B):

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M , LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING NORTH 82°56'38" WEST, 292.01 FEET TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 1°09'34" EAST, 88.56 FEET

THENCE SOUTH 54°26'18" EAST, 156.75 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDNA AVENUE, PRESENTLY 60.00 FEET IN WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 129.33 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JANUARY 9, 1980 IN BOOK 1170 AS INSTRUMENT NO. 1129870.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, USE, EGRESS AND DRAINAGE OVER THE PRIVATE STREETS AND COMMON AREA AS SET FORTH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED DECEMBER 10, 1979 IN BOOK 1158 AS INSTRUMENT NO. 1117716 OF OFFICIAL RECORDS AND ON THE MAP OF SAID SUBDIVISION ON FILE IN BOOK 20 OF PLATS, PAGE 64 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**EXHIBIT A  
of Attachment 2**

**DESCRIPTION OF THE FACADE EASEMENT AREA**

Facade Easement Area: The area consisting of the building face of said building, which Southeast side of Highland Dr as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency

**ATTACHMENT 3**

**FORM OF FACADE EASEMENT**

**APN: 162-08-611-012**

RECORDING REQUESTED BY

CITY OF LAS VEGAS  
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO

City of Las Vegas Redevelopment Agency  
495 South Main Street, 6<sup>th</sup> Floor  
Las Vegas, NV 89101  
ATTN: Operations Officer

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**FACADE EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Highland Industrial Park, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated \_\_\_\_\_ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines

2 Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Facade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that have been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement is recorded against the Property

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4 The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area

5 Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land

6 The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building

7 In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement

8 The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement

9 Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder

a Option Term The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement and shall continue until five (5) years from the date of the recordation of this Facade Easement. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

- c Title, Escrow and Closing Costs The Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Grantor and Grantee shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10 The obligations and benefits imposed and granted in this Facade Easement shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12 Nothing contained in this Facade Easement shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement.

13 This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14 The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

IN WITNESS WHEREOF, Grantor has executed this Facade Easement as of this \_\_\_\_  
day of \_\_\_\_\_, 2017

Highland Industrial Park, LLC

By \_\_\_\_\_

Emil Khalili

Its Owner \_\_\_\_\_

"GRANTOR"

ACCEPTED AND AGREED TO

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By \_\_\_\_\_

CAROLYN G GOODMAN

Its Chair

"GRANTEE"

ATTEST.

\_\_\_\_\_  
LUANN D HOLMES, MMC  
Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Counsel to the Agency

\_\_\_\_\_  
Date



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

PARCEL 1

PARCEL IA

BEING A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M D M AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT; BEGINNING AT A POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE OF PROJECT I-015-1 (6) 28 INTERSTATE ROUTE 15, 165 00 FEET RIGHT OF AND AT RIGHT ANGLES TO HIGHWAY ENGINEER'S STATION "B" 345 & 12 37 P O T., SAID POINT BEING FURTHER DESCRIBED AS BEARING SOUTH 18°49'10" WEST, A DISTANCE OF 2306 96 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M D M, THENCE NORTH 54°26'37" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15, THENCE NORTH 35°33'23" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 726 08 FEET TO A POINT; THENCE SOUTH 62°04'04" EAST A DISTANCE OF 40 35 FEET TO A POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15; THENCE SOUTH 35°33'23" WEST ALONG SAID FORMER EASTERLY RIGHT OF WAY LINE A DISTANCE OF 731 44 FEET TO THE POINT OF BEGINNING

PARCEL 1B

BEING A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M D M, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WHIT, BEGINNING AT A POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE OF PROJECT 1-015-01 (6)28 INTERSTATE ROUTE 15, 165 00 FEET RIGHT OF AND AT RIGHT ANGLES TO HIGHWAY ENGINEER'S STATION "B" 345 + 12 37 P O T, SAID POINT BEING FURTHER DESCRIBED AS BEARING SOUTH 18°49'10" WEST, A DISTANCE OF 2306 96 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M D M, THENCE SOUTH 35°33'23" WEST ALONG SAID FORMER EASTERLY RIGHT OF WAY LINE A DISTANCE OF 180 00 FEET TO A POINT, THENCE NORTH 54°26'37" WEST A DISTANCE OF 40 00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15; THENCE NORTH 35°33'23" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 180 00 FEET TO A POINT, THENCE SOUTH 54°26'37" EAST A DISTANCE OF 40 00 FEET TO THE POINT OF BEGINNING

PARCEL 1C.

BEING A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT BEGINNING AT A POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE OF PROJECT 1-015-01(6)28 INTERSTATE ROUTE 15, 165 00 FEET RIGHT OF AND AT RIGHT ANGLES TO HIGHWAY ENGINEER'S STATION "B" 345 + 91 84 P O T., SAID POINT BEING

FURTHER DESCRIBED AS BEARING SOUTH 21°52'40" WEST, A DISTANCE OF 2909 42 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M, THENCE NORTH 88°49'22" WEST, A DISTANCE OF 48.46 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15, THENCE NORTH 35°33'23" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 367.87 FEET TO A POINT, THENCE SOUTH 54°26'37" EAST A DISTANCE OF 40.00 FEET TO A POINT ON THE FORMER EASTERLY RIGHT WAY OF LINE OF INTERSTATE ROUTE 15, THENCE SOUTH 35°13'23" WEST ALONG SAID FORMER EASTERLY RIGHT OF WAY LINE A DISTANCE OF 340 51 FEET TO THE POINT OF BEGINNING

PARCEL 2:

INGRESS AND EGRESS EASEMENT OVER, ACROSS, THROUGH, AND UNDER STRIPS OF LAND LOCATED IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA FURTHER DESCRIBED AS FOLLOWS

THE SOUTHERLY 25' OF LOT 2, THE NORTHERLY 25' OF LOT 3, THE SOUTHERLY 25' OF LOT 4, AND THE NORTHERLY 25' OF LOT 5 AS SAID LOTS ARE SHOWN ON THE OFFICIAL PLAT OF HIGHLAND INDUSTRIAL PARK RECORDED IN BOOK 20, OF PLATS, PAGE 64, AS DISCLOSED BY INSTRUMENT RECORDED FEBRUARY 10, 1981, IN BOOK 1354 AS DOCUMENT NO. 1313233 OF OFFICIAL RECORDS.

NOTE THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 24, 2004 IN BOOK 20040924 AS INSTRUMENT NO 04573.

PARCEL 3:

LOTS ONE (1) THROUGH FIFTEEN (15) INCLUSIVE IN BLOCK ONE (1) OF HIGHLAND INDUSTRIAL PARK AS SHOWN BY MAP THEREOF ON FILE IN BOOK 20 OF PLATS, PAGE 64 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AS AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 5, 1981 IN BOOK 1352 AS INSTRUMENT NO 1311105 OF OFFICIAL RECORDS

LOT SIX (6) IS ALSO KNOWN AS LOTS SIX-A (6-A) AND SIX-B (6-B) DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

LOT SIX-A (6-A).

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THEE 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING NORTH 76°26'44" WEST, 638 14 FEET TO THE TRUE POINT OF BEGINNING

THENCE SOUTH 35°33'42" WEST, 48 43 FEET

THENCE 71 22 FEET ALONG THE ARC OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF 34°24'08" AND A RADIUS OF 118 61 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDNA AVENUE, PRESENTLY 60.00 FEET IN WIDTH THENCE ALONG SAID LINE, NORTH 88°50'26" WEST, 25 00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WES1WOOD DRIVE, PRESENTLY 60 00 FEET IN WIDTH

THENCE ALONG SAID LINE, SOUTH 34°10'58" WEST, 35 78 FEET THENCE LEAVING SAID LINE, NORTH 88°50'26" WEST, 26.15 FEET

THENCE NORTH 54°26'18" WEST, 234 40 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 15

THENCE ALONG SAID LINE, NORTH 35°33'42" EAST, 180 12 FEET

THENCE SOUTH 54°26'18" EAST, 255 00 FEET TO THE POINT OF BEGINNING LOT SIX-B (6-B).

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M D M., LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING ALONG THE EAST-WEST CENTER OF SECTION LINE NORTH 88°50'26" WEST, 742.03 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 88°50'26" WEST, 284 09 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 15

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 35°33'42" EAST, 160 51 FEET

THENCE LEAVING SAID LINE, SOUTH 54°26'18" EAST, 234 40 FEET TO THE POINT OF BEGINNING

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JANUARY 9, 1980 IN BOOK 1170 AS INSTRUMENT NO 1129871.

LOT SEVEN (7) IS ALSO KNOWN AS LOTS SEVEN-A (7-A) AND SEVEN-B (7-B) DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

LOT SEVEN-A (7-A).

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M D M , LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING NORTH 82°56'38" WEST, 292.01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDNA AVENUE

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 145.18 FEET TO THE TRUE POINT OF BEGINNING

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 235.74 FEET

THENCE 71.22 FEET ALONG THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY WHOSE TANGENT BEARS NORTH 1°09'34" EAST, HAVING A CENTRAL ANGLE OF 34°24'08", AND A RADIUS OF 118.61 FEET

THENCE NORTH 35°33'42" EAST, 221.27 FEET

THENCE SOUTH 54°26'18" EAST, 215.25 FEET

THENCE SOUTH 35°33'42" WEST, 155.10 FEET TO THE POINT OF BEGINNING. LOT SEVEN-B (7-B)

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M D M , LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING NORTH 82°56'38" WEST, 292.01 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDNA AVENUE, PRESENTLY 60.00 FEET IN WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 145.18 FEET THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 35°33'42" EAST, 155.10 FEET THENCE SOUTH 54°26'18" EAST, 69.75 FEET

THENCE SOUTH 1°09'34" WEST, 88.56 FEET TO THE POINT OF BEGINNING

NOTE. THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JANUARY 9, 1980 IN BOOK 1170 AS INSTRUMENT NO 1129872

LOT FIFTEEN (15) IS ALSO KNOWN AS LOTS FIFTEEN-A (15-A) AND FIFTEEN-B (15-B)  
DESCRIBED BY METES AND BOUNDS AS FOLLOWS

LOT FIFTEEN-A (15-A)

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE  
1/4 OF SECTION 8 AND THE SW 1/4, NW 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE  
61 EAST, M D M , LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS

COMMENCING AT THE 1/4 CORNER COMMON TO SAID SECTIONS 8 AND 9, AND  
PROCEEDING NORTH 14°23'50" EAST, 167 09 FEET TO THE TRUE POINT OF BEGINNING,  
SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF HIGHLAND DRIVE,  
PRESENTLY 80 00 FEET IN WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 27°56'15" WEST, 133 20 FEET

THENCE 27 59 FEET ALONG THE ARC OF A CURVE, CONCAVE NORTHWESTERLY, HAVING  
A CENTRAL ANGLE OF 63°13'19" AND A RADIUS OF 25 00 FEET TO A POINT ON THE  
NORTHERLY RIGHT-OF-WAY LINE OF EDNA AVENUE, PRESENTLY 60.00 FEET IN WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 117 07 FEET THENCE  
LEAVING SAID LINE, NORTH 54°26'18" WEST, 156 75 FEET THENCE NORTH 31°38'21" EAST,  
187.85 FEET

THENCE SOUTH 62°03'45" EAST, 261 48 FEET TO THE POINT OF BEGINNING LOT  
FIFTEEN-B (15-B)

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE  
1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS, CLARK  
COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THEE 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING NORTH  
82°56'38" WEST, 292 01 FEET TO THE TRUE POINT OF BEGINNING

THENCE NORTH 1°09'34" EAST, 88 56 FEET

THENCE SOUTH 54°26'18" EAST, 156 75 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-  
WAY LINE OF EDNA AVENUE, PRESENTLY 60 00 FEET IN WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 129 33 FEET TO THE  
POINT OF BEGINNING

NOTE THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY  
IN THAT CERTAIN DOCUMENT RECORDED JANUARY 9, 1980 IN BOOK 1170 AS  
INSTRUMENT NO  
1129870

PARCEL 4

A NON-EXCLUSIVE EASEMENT FOR INGRESS, USE, EGRESS AND DRAINAGE OVER THE PRIVATE STREETS AND COMMON AREA AS SET FORTH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED DECEMBER 10, 1979 IN BOOK 1158 AS INSTRUMENT NO 1117716 OF OFFICIAL RECORDS AND ON THE MAP OF SAID SUBDIVISION ON FILE IN BOOK 20 OF PLATS, PAGE 64 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

## EXHIBIT B

### DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area. The area consisting of the building face of said building, which faces the Southeast side of Highland Dr as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency

EXHIBIT C

FORM OF FACADE EASEMENT REPURCHASE PRICE  
AMORTIZATION SCHEDULE

- 1 Amount of Purchase Price \$25,000 00 (Maximum)
- 2 Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows

Anytime during first year \$25,000 00

Anytime during second year \$20,000 00

Anytime during third year \$15,000 00

Anytime during fourth year \$10,000 00

Anytime during fifth year \$5,000 00

After five full years from recordation  
of the Facade Easement Deed \$0 00

ATTACHMENT 4

FORM OF BUILDING FACADE MAINTENANCE AGREEMENT

APN: 162-08-611-012

RECORDING REQUESTED BY

CITY OF LAS VEGAS  
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO

City of Las Vegas Redevelopment Agency  
495 South Main Street, 6<sup>th</sup> Floor  
Las Vegas, NV 89101  
ATTN. Operations Officer

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BUILDING FACADE MAINTENANCE AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 201 ,  
between Highland Industrial Park, LLC, a Nevada limited liability company hereinafter referred to  
as "Owner" and the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate  
and politic, hereinafter referred to as "Agency" with reference to the following facts

**WHEREAS**, Owner is the owner of that real property ("the Property") in the City of Las  
Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this  
reference, commonly known as 2901 Highland Dr., Las Vegas, Nevada and currently designated  
as Assessor's Parcel No 162-08-611-012; and

**WHEREAS**, the Property is located within the City of Las Vegas Redevelopment Area (the  
"Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment  
Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for  
the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

**WHEREAS**, Owner has rehabilitated the facades of the property facing the Facade  
Easement Area The area consisting of the building face of said building, which Southeast side of  
Highland Dr. as described in "*Exhibit A – Legal Description of the Property*" and other public areas,  
including all exterior wall planes, window, doors, fascias, awnings, parking area, and other  
architectural projections

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement")  
which ensures that the building facades on the Property will be preserved in a manner consistent

with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated \_\_\_\_\_  
\_\_\_\_\_ (the "CVIP Agreement"), and

**WHEREAS**, by the terms of said Facade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the facade(s) covered by the Facade Easement, legally described in Exhibit "B" attached hereto (the "Facade Easement Area"), will be diligently maintained and that violations will be corrected promptly, and

**WHEREAS**, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Facade Easement,

**NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. Purpose The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Facade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the Facade Easement Area required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Economic and Urban Development, 495 S Main Street, Las Vegas, NV 89101
2. Duty to Maintain Property Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Facade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:
  - a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by Agency during the term of this Agreement
  - b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering
  - c) All exterior doors, door hardware, handles, locksets and latches shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage

- d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.
- e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code

- 3 Agency's Right to Cure Owner's Default Owner shall be in default of this Agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform

- 4 Hold Harmless Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors
- 5 Agency's Cost of Cure If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder

- 6 Additional Remedies The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.
- 7 Notices Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows.

AGENCY                      CITY OF LAS VEGAS REDEVELOPMENT AGENCY  
c/o Economic And Urban Development  
495 S Main Street, 6th Floor  
Las Vegas, NV 89101  
Attn: Operations Officer

OWNER:                      Highland Industrial Park, LLC  
Atten . Emil Khalli  
2500 W Sahara Ave , Ste 211  
Las Vegas, NV 89102

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

- 8 Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this Agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.
- 9 Miscellaneous Terms and Provisions
- a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.
- b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

- c) This writing contains a full, final and exclusive statement of the agreement of the parties
- d) By executing this Agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the facade improvements or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers

10. Recordation Covenant Running With the Land for Five Years Upon recordation of the Facade Easement Deed and execution of this Agreement by both parties, the Agency shall record this Agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the Agreement showing the Recorder's stamp

This Agreement pertains to that area of the Property covered by the Facade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Facade Easement. This agreement binds the successors in interest of each of the parties to it.

- 11. Priority of Mortgage Lien No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.
- 12. Attorneys' Fees If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.
- 13. Estoppel Certificate Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charges

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year set forth above

Highland Industrial Park, LLC

By \_\_\_\_\_ Date \_\_\_\_\_  
Name Emil Khalili  
Title OWNER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,  
a public body, corporate and politic

By \_\_\_\_\_ Date \_\_\_\_\_  
CAROLYN G. GOODMAN  
CHAIR

ATTEST

\_\_\_\_\_  
LUANN D HOLMES, MMC  
Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Counsel to the Agency Date \_\_\_\_\_



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

PARCEL 1A:

BEING A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M. AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT; BEGINNING AT A POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE OF PROJECT I-015-1 (6) 28 INTERSTATE ROUTE 15, 165.00 FEET RIGHT OF AND AT RIGHT ANGLES TO HIGHWAY ENGINEER'S STATION "B" 345 & 12.37 P.O.T., SAID POINT BEING FURTHER DESCRIBED AS BEARING SOUTH 18°49'10" WEST, A DISTANCE OF 2306.96 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., THENCE NORTH 54°26'37" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15; THENCE NORTH 35°33'23" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 726.08 FEET TO A POINT; THENCE SOUTH 62°04'04" EAST A DISTANCE OF 40.35 FEET TO A POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15; THENCE SOUTH 35°33'23" WEST ALONG SAID FORMER EASTERLY RIGHT OF WAY LINE A DISTANCE OF 731.44 FEET TO THE POINT OF BEGINNING.

PARCEL 1B:

BEING A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WHIT; BEGINNING AT A POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE OF PROJECT I-015-01 (6)28 INTERSTATE ROUTE 15, 165.00 FEET RIGHT OF AND AT RIGHT ANGLES TO HIGHWAY ENGINEER'S STATION "B" 345 + 12.37 P.O.T., SAID POINT BEING FURTHER DESCRIBED AS BEARING SOUTH 18°49'10" WEST, A DISTANCE OF 2306.96 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., THENCE SOUTH 35°33'23" WEST ALONG SAID FORMER EASTERLY RIGHT OF WAY LINE A DISTANCE OF 180.00 FEET TO A POINT; THENCE NORTH 54°26'37" WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15; THENCE NORTH 35°33'23" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 180.00 FEET TO A POINT; THENCE

**SOUTH 54°26'37" EAST A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.**

**PARCEL 1C:**

**BEING A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE OF PROJECT 1-015-01(6)28 INTERSTATE ROUTE 15, 165.00 FEET RIGHT OF AND AT RIGHT ANGLES TO HIGHWAY ENGINEER'S STATION "B" 345 + 91.84 P.O.T., SAID POINT BEING FURTHER DESCRIBED AS BEARING SOUTH 21°52'40" WEST, A DISTANCE OF 2909.42 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., THENCE NORTH 88°49'22" WEST, A DISTANCE OF 48.46 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15, THENCE NORTH 35°33'23" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 367.87 FEET TO A POINT; THENCE SOUTH 54°26'37" EAST A DISTANCE OF 40.00 FEET TO A POINT ON THE FORMER EASTERLY RIGHT WAY OF LINE OF INTERSTATE ROUTE 15; THENCE SOUTH 35°13'23" WEST ALONG SAID FORMER EASTERLY RIGHT OF WAY LINE A DISTANCE OF 340.51 FEET TO THE POINT OF BEGINNING.**

**PARCEL 2:**

**INGRESS AND EGRESS EASEMENT OVER, ACROSS, THROUGH, AND UNDER STRIPS OF LAND LOCATED IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA FURTHER DESCRIBED AS FOLLOWS:**

**THE SOUTHERLY 25' OF LOT 2, THE NORTHERLY 25' OF LOT 3, THE SOUTHERLY 25' OF LOT 4, AND THE NORTHERLY 25' OF LOT 5 AS SAID LOTS ARE SHOWN ON THE OFFICIAL PLAT OF HIGHLAND INDUSTRIAL PARK RECORDED IN BOOK 20, OF PLATS, PAGE 64, AS DISCLOSED BY INSTRUMENT RECORDED FEBRUARY 10, 1981, IN BOOK 1354 AS DOCUMENT NO. 1313233 OF OFFICIAL RECORDS.**

**NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 24, 2004 IN BOOK 20040924 AS INSTRUMENT NO. 04573.**

**PARCEL 3:**

LOTS ONE (1) THROUGH FIFTEEN (15) INCLUSIVE IN BLOCK ONE (1) OF HIGHLAND INDUSTRIAL PARK AS SHOWN BY MAP THEREOF ON FILE IN BOOK 20 OF PLATS, PAGE 64 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AS AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 5, 1981 IN BOOK 1352 AS INSTRUMENT NO. 1311105 OF OFFICIAL RECORDS.

LOT SIX (6) IS ALSO KNOWN AS LOTS SIX-A (6-A) AND SIX-B (6-B) DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

LOT SIX-A (6-A):

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THEE 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING NORTH 76°26'44" WEST, 638.14 FEET TO THE TRUE POINT OF BEGINNING.

THENCE SOUTH 35°33'42" WEST, 48.43 FEET

THENCE 71.22 FEET ALONG THE ARC OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF 34°24'08" AND A RADIUS OF 118.61 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDNA AVENUE, PRESENTLY 60.00 FEET IN WIDTH THENCE ALONG SAID LINE, NORTH 88°50'26" WEST, 25.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WES1WOOD DRIVE, PRESENTLY 60.00 FEET IN WIDTH

THENCE ALONG SAID LINE, SOUTH 34°10'58" WEST, 35.78 FEET THENCE LEAVING SAID LINE, NORTH 88°50'26" WEST, 26.15 FEET

THENCE NORTH 54°26'18" WEST, 234.40 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 15

THENCE ALONG SAID LINE, NORTH 35°33'42" EAST, 180.12 FEET

THENCE SOUTH 54°26'18" EAST, 255.00 FEET TO THE POINT OF BEGINNING. LOT SIX-B (6-B):

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8', TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING ALONG THE EAST-WEST CENTER OF SECTION LINE NORTH 88°50'26" WEST, 742.03 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 88°50'26" WEST, 284.09 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 15

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 35°33'42" EAST, 160.51 FEET

THENCE LEAVING SAID LINE, SOUTH 54°26'18" EAST, 234.40 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JANUARY 9, 1980 IN BOOK 1170 AS INSTRUMENT NO. 1129871.

LOT SEVEN (7) IS ALSO KNOWN AS LOTS SEVEN-A (7-A) AND SEVEN-B (7-B) DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

LOT SEVEN-A (7-A):

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING NORTH 82°56'38" WEST, 292.01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDNA AVENUE

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 145.18 FEET TO THE TRUE POINT OF BEGINNING

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 235.74 FEET

THENCE 71.22 FEET ALONG THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY WHOSE TANGENT BEARS NORTH 1°09'34" EAST, HAVING A CENTRAL ANGLE OF 34°24'08", AND A RADIUS OF 118.61 FEET

THENCE NORTH 35°33'42" EAST, 221.27 FEET

THENCE SOUTH 54°26'18" EAST, 215.25 FEET

THENCE SOUTH 35°33'42" WEST, 155.10 FEET TO THE POINT OF BEGINNING. LOT SEVEN-B (7-8):

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 8, AND PROCEEDING NORTH 82°56'38" WEST, 292.01 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDNA AVENUE, PRESENTLY 60.00 FEET IN WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 145.18 FEET THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 35°33'42" EAST, 155.10 FEET THENCE SOUTH 54°26'18" EAST, 69.75 FEET THENCE SOUTH 1°09'34" WEST, 88.56 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JANUARY 9, 1980 IN BOOK 1170 AS INSTRUMENT NO. 1129872.

LOT FIFTEEN (15) IS ALSO KNOWN AS LOTS FIFTEEN-A (15-A) AND FIFTEEN-B (15-B) DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

LOT FIFTEEN-A (15-A):

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 8 AND THE SW 1/4, NW 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SAID SECTIONS 8 AND 9, AND PROCEEDING NORTH 14°23'50" EAST, 167.09 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF HIGHLAND DRIVE, PRESENTLY 80.00 FEET IN WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 27°56'15" WEST, 133.20 FEET

THENCE 27.59 FEET ALONG THE ARC OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 63°13'19" AND A RADIUS OF 25.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDNA AVENUE, PRESENTLY 60.00 FEET IN WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST,  
117.07 FEET THENCE LEAVING SAID LINE, NORTH 54°26'18" WEST, 156.75  
FEET THENCE NORTH 31°38'21" EAST, 187.85 FEET  
THENCE SOUTH 62°03'45" EAST, 261.48 FEET TO THE POINT OF  
BEGINNING. LOT FIFTEEN-B (15-B):

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A  
PORTION OF THE NE 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61  
EAST, M.D.M., LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THEE 1/4 CORNER OF SAID SECTION 8, AND  
PROCEEDING NORTH 82°56'38" WEST, 292.01 FEET TO THE TRUE POINT  
OF BEGINNING.

THENCE NORTH 1°09'34" EAST, 88.56 FEET

THENCE SOUTH 54°26'18" EAST, 156.75 FEET TO A POINT ON THE  
NORTHERLY RIGHT-OF- WAY LINE OF EDNA AVENUE, PRESENTLY 60.00  
FEET IN WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST,  
129.33 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION  
APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED  
JANUARY 9, 1980 IN BOOK 1170 AS INSTRUMENT NO.  
1129870.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, USE, EGRESS AND  
DRAINAGE OVER THE PRIVATE STREETS AND COMMON AREA AS SET  
FORTH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS  
RECORDED DECEMBER 10, 1979 IN BOOK 1158 AS INSTRUMENT NO.  
1117716 OF OFFICIAL RECORDS AND ON THE MAP OF SAID SUBDIVISION  
ON FILE IN BOOK 20 OF PLATS, PAGE 64 IN THE OFFICE OF THE COUNTY  
RECORDER OF CLARK COUNTY, NEVADA.

## EXHIBIT B

### DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area The area consisting of the building face of said building, which Southeast side of Highland Dr as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

## ATTACHMENT 5

### SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	<b>Install foam columns</b>	<b>\$10,000.00</b>
2.	<b>Re-stucco exterior</b>	<b>\$42,000.00</b>
3.	<b>Pour concrete sidewalk</b>	<b>\$3,000.00</b>
4.	<b>Paint exterior and gutters</b>	<b>\$3,000.00</b>
TOTAL ESTIMATED PROJECT COSTS		\$58,000 00
<b>Estimated CVIP Grant</b>		<b>\$25,000.00</b>

\*Note – Items in bold are “Pre-approved Qualified Exterior Improvements”

#### Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement

ATTACHMENT "6-A "  
DISCLOSURE OF PRINCIPALS – REAL PROPERTY

See Attached

## VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS - REAL PROPERTY

### VIP Contracting Entity Information

Name: Highland Industrial Park LLC  
 Mailing Address: 2500 W. Sahara Rd, Suite 211, Vegas 89102  
 Business Phone: 702-362-4144 / 310-927-4060  
 Tax ID or Social Security Number: 81-2553399

Ownership Interest LLC ownership

Estate in Severalty \_\_\_\_\_ Tenancy in Common \_\_\_\_\_ Joint Tenancy \_\_\_\_\_

### Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Highland Industrial Park LLC with its single member EFK Holdings LLC	2500 W. Sahara Blvd Suite 211, Vegas, 89102	702-362-4144 310-927-4060

### Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: \_\_\_\_\_



# VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS - REAL PROPERTY

## Alternative Disclosure of Ownership/Principal

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this certificate in lieu of providing the information set forth on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document: Real Property

Date of Attached Document: 12/2/16

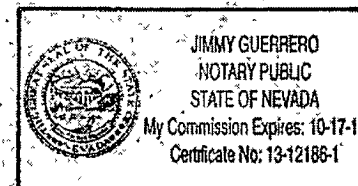
Number of Pages: 1

## Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: [Handwritten Signature]

Date: 12/2/16



State of Nevada  
County of Clark

This instrument was acknowledged before me on

12/2/16 (date) by

Khaili Emil (name of person)

[Handwritten Signature]  
Notary Public



ATTACHMENT "6-B"  
DISCLOSURE OF PRINCIPALS – BUSINESS

See Attached

## VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS - BUSINESS

### Alternative Disclosure of Ownership/Principal

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this certificate in lieu of providing the information set forth on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document: Business

Date of Attached Document: 12/2/16

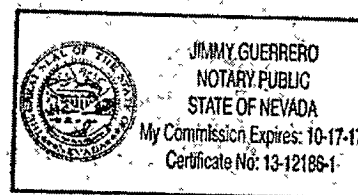
Number of Pages: 1

### Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: [Signature]

Date: 12/2/16



State of Nevada  
County of Clark

This instrument was acknowledged before me on

12/2/16 (date) by  
Emil Khalili (name of person)

[Signature]  
Notary Public

## VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS - BUSINESS

### VIP Contracting Entity Information

Name: Highland Industrial Park LLC  
 Mailing Address: 2500 W. Sahara Rd Suite 211, Vegas 89102  
 Business Phone: 702-362-4144 / 310-927-4060  
 Tax ID or Social Security Number: 81-2553399

### Type of Business

LLC ownership  
 Sole Proprietor \_\_\_\_\_ Partnership \_\_\_\_\_ Limited Liability Company  \_\_\_\_\_  
 Corporation \_\_\_\_\_

### Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Highland Industrial Park LLC	2500 W. Sahara Rd Suite 211, Vegas, 89102	702-362-4144 310-927-4060

### Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the number of sheets: \_\_\_\_\_



ATTACHMENT " 7 "  
PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

See Attached



## VIP PARTICIPANT AFFIDAVIT & BUSINESS PLAN

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant:

4. Participant hereby warrants the following:

- a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. \_\_\_\_\_(initial)
- b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. \_\_\_\_\_(initial)
- c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. \_\_\_\_\_(initial)
- d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. \_\_\_\_\_(initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family-owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

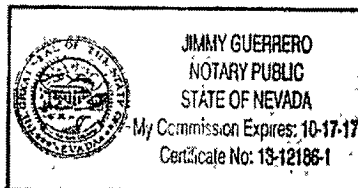
DATED this 2 day of Dec, 2016

Authorized Signature: \_\_\_\_\_

SIGNED AND SWORN TO before me

this 2 day of December, 2016, by Jimmy Guerrero

NOTARY PUBLIC  
My Commission Expires:



ATTACHMENT "8"

VIP REAL PROPERTY OWNER CONSENT

See Attached

