

RESOLUTION NO. R-6-2017

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND Highland Inn Park, LLC. ("OWNER") FOR THE PROJECT CONCERNING THE IMPROVEMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED

WHEREAS, the City of Las Vegas (the "City") adopted on March 5, 1986, that plan for the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

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

1 WHEREAS, Highland Industrial Park, LLC (the “OWNER”) the owner of real
2 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 P” “T”) is the
5 owner of the real property located at 2901 Highland Dr., exterior
6 improvements to the property or the redevelopment in
7 accordance with the Commercial VIP

9 WHEREAS, the City of Las Vegas has considered the
10 findings that the Site is located; and
11 improvements to the Site are of benefit to the Redevelopment Area or the
12 immediate neighborhood in which the Redevelopment Area is located; and
13 the City of Las Vegas has considered the
14 findings that no other means of financing the building, facilities or structures or
15 other improvements on the Site are available; and
16

18 WHEREAS, the City Council of the City of Las Vegas has considered the
19 undertakings of the Agency in connection with the Commercial VIP Agreement (the
20 “Agreement” and attached hereto as Exhibit A), which provides for the contribution of funds to
21 Highland Industrial Park, LLC for making physical, visual improvements to the building or
22 property located on the Site, all as more fully set forth in the Agreement.
23

24 NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of
25 the City of Las Vegas hereby finds and determines that the development of building, facilities,
26 structures or other improvements on the Site are of benefit to the Redevelopment Area or the
27 immediate neighborhood in which the Redevelopment Area is located, and
28

1 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
2 finds and determines there are no reasonable means of financing those building, facilities,
3 structural or other improvements on the Site, and

4 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
5 consents to the undertakings of the Agency with the
6 "Owner" for the Project concerning the
7

8 THE FORM this
9 15 day of

10
11
12
13 ATTEST:

14 [Signature]

15
16 CITY CLERK

17
18 APPROVED AS TO FORM:

19 [Signature]

1/10/17
Date

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AS
[Signature]
CAROLYN G. GOODMAN, Mayor

SUPERSEDED

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 the purposes of improving the physical appearance of commercial structures, and the

WHEREAS, in furtherance of the City of Las Vegas Redevelopment Agency's Commercial Visual Improvement Program, the property owner desires to promote

the Agency wishes to acquire the "Facade Easement", the "Building Façade Maintenance Agreement" particularly described in the "Legal Description" "1" and incorporated herein, subject to the terms and conditions of the Agreement and the Commercial VIP Guidelines (the "CVI 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 Façade 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 and political, exercising governmental functions and powers, and organized under the Nevada Community Redevelopment Law of the State of Nevada (NCRD). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada. The Agency, as used in this Agreement, includes the City of Las Vegas, its successors, agents, and assigns, or successor to its rights, powers and responsibilities, who holds a majority interest, or has a valid and enforceable interest in the property. The Effective Date of this Agreement is the date on which the majority interest is demonstrated to be attached hereto. The Agency includes the City of Las Vegas and its successors, agents, and assigns, or successor to its rights, powers and responsibilities, who holds a majority interest, or has a valid and enforceable interest in the property. The Effective Date of this Agreement is the date on which the majority interest is demonstrated to be attached hereto.

SECTION 3. FACADE EASEMENT AGREEMENT. The Owner shall execute and accept conveyance of a Facade Easement Agreement and upon that certain area described in the "Legal Description of the Site" incorporated herein (the "Facade Easement Area"),

- a. The amount 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 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 with the Facade Easement Area and the Project Improvements, in accordance with the maintenance provisions of the Building Facade Maintenance Agreement, Attachment "A", and to make any material future changes to the Property, including the Facade Easement Area, which approval shall be obtained from the Agency, which, in the event of a dispute, shall be resolved by arbitration.

SUPERSEDED

SECTION 3. PURCHASE OPTION The Agency hereby grants the Owner the option to purchase 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 the work to be performed. Within thirty (30) days of execution of this Agreement, the Owner shall agree to commence, or cause the commencement of, rehabilitation work, including the Facade Easement Area, pursuant to the plan approved by the Owner and approved by Agency in accordance with the improvements within one hundred eighty (180) days of the date of the Agreement. The time may be given for completion of the improvements shall be at the sole and discretion of the Agency and shall be referred to as the "Improvement Schedule". The improvements shall be completed on the Site, provided that the Agency is given advance notice of the improvements and the Agency agrees to the improvements. The Agency shall commence and complete the improvements under this Agreement.

SECTION 6 COMPETITIVE BIDS If the Project exceeds \$10,000, the Owner must obtain three (3) or more competitive bids from prospective contractors. If the Owner is unable to obtain three (3) or more competitive bids, the Owner shall request the Agency, upon request, with documentation detailing when and where the bids were obtained.

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 design,
- 6 Require for their construction, installation or operation the use of skilled labor, or
- 7 Demonstrate greater social or financial benefit to the community at large than the cost of buildings, facilities, structures or other improvements.

The Agency has also considered the impact of the Project on the immediate vicinity of the Project and the impact of spending proposed for the Project on facilities, structures, and other improvements.

The Owner has agreed to undertake the Project in a reasonable and the Project is financing through a private financing arrangement for improvements contemplated in the Project. The Owner pursuant to the Participant Agreement "7" and by this reference made a part hereof.

The Owner has 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 the rights or remedies, either party may institute legal action to cure, correct or recover damages for any default or to obtain any other remedy available under this Agreement. Such legal actions must be instituted in the County of Clark, Nevada, in any other appropriate court in the State of Nevada or in the appropriate district of Nevada. The non-defaulting party may also sue in any court of proper jurisdiction to enforce or correct the performance of this Agreement or to require specific performance of this Agreement.

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, 6th Floor
Las Vegas, NV 89101

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

SECTION 18 CAPTION
the parties and shall be the
Agreement

of the Agreement is
e. original. This includes
Att. and incorporated herein by
refe. agreement of the parties. This
Agree. mentioned herein or incidental hereto, and
superse. between the parties with respect to all or any
part of th. of the provisions of this Agreement must be in writing
and signed. of Agency and the Owner and no waiver of one provision
shall be con. or that provision in the future or as a waiver of any other provision.
All amendme. 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.

CITY OF LAS VEGAS REDEV
AGENCY

_____, 2017

APPROVED AS TO

—

AT

—

Secretary

OWNER – Highland Industrial Park, LLC

By _____
Emil Khalili

Its: Owner

SUPERSEDED

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 PRINCIPAL
ATTACHMENT "6-B"	DISCLOSURE OF
ATTACHMENT " 7 "	PART
ATTACHMENT "8"	

SUPERSEDED

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 THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15; THENCE EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 180.00 FEET TO A POINT; THENCE SOUTH 62°04'04" EAST A DISTANCE OF 180.00 FEET TO 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 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 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 OF WAY LINE OF INTERSTATE ROUTE 15, THENCE NORTH 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
LAND LOCATED IN THE
FURTHER DESCRIBED

THE SC
15' OF
THE OFFICIAL
PLATS, PAGE 64, AS
BOOK 1354 AS
DOU

NOTE: DESCRIPTION APPEARED PREVIOUSLY IN THAT
CERTAIN INSTRUMENT NO. 20040924 AS
SEPTEMBER 24, 2004 IN BOOK 20040924 AS

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):

**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 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 35°33'42" EAST, 155.10 FEET

THENCE 71.22 FEET ALONG THE TANGENT BEARS NORTH 54°26'18" EAST, 69.75 FEET A RADIUS OF 118 FEET

THENCE

THE TRUE POINT OF BEGINNING. LOT SEVEN-B (7-B) DESCRIBED AS FOLLOWS:
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 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 $14^{\circ}23'50''$ 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 $27^{\circ}56'15''$ WEST

THENCE 27.59 FEET ALONG THE ARC OF A CIRCLE
HAVING A CENTRAL ANGLE OF $63^{\circ}13'19''$ AND
THE NORTHERLY RIGHT-OF-WAY LINE OF
WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH $31^{\circ}38'21''$ WEST

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH $31^{\circ}38'21''$ WEST

$31^{\circ}38'21''$

TO THE

POINT

OF

THE

NE

CLARK

COMME.

$82^{\circ}56'38''$

THENCE NO.

EAST, 88.56 FEET

THENCE SOUTH $54^{\circ}26'18''$ 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 $88^{\circ}50'26''$ 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
PRIVATE STREETS AND COMMON AREA AS SET FORTH IN THE
CONDITIONS AND RESTRICTIONS RECORDED DEED NO. 1117716 OF OFFICIAL RECORDS
INSTRUMENT NO. 1117716 OF OFFICIAL RECORDS
SUBDIVISION ON FILE IN BOOK 20 OF THE
RECORDER OF CLARK COUNTY

R THE
NTS,
AS
D

SUPERSEDED

ATTACHMENT 2

PROOF OF OWNERSHIP OF

SUPERSEDED

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

he.
liab.
CA 9
Exhibi
singular
otherwise

SUBJECT:

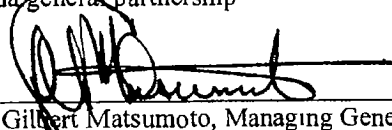
1. General taxes for the current fiscal tax year, not yet delinquent.
2. All covenants, conditions, restrictions, reservations, rights, rights-of-way and easements recorded against the Land prior to or concurrently with this Deed, and all other matters of record against the Land.

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]

Inst #: 20160601-0002810

Fees \$23.00 N/C Fee: \$0.00

RPTT: \$65478.90 Ex: #

06/01/2016 10:57:41 AM

Receipt #: 2779916

Requestor:

FIRST AMERICAN TITLE NCS LA

Re: DROY Pgs: 8

WAY

RECORDER

SUPERSEDED

STATE OF Hawaii)
COUNTY OF Honolulu) ss

On this 25th day of May, 2016, the ab-
before me, a Notary Public, by Gilbert Matsumoto as
Industrial Park Partnership, a Nevada general p-



SUPERSEDED

Gilbert Matsumoto
No Pages 7
First
Jud. Circuit

Rachel L. Ching
79-262



EXHIBIT A

Legal Description

PARCEL 1.

PARCEL 1A:

BEING A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF THE
(NE1/4) OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61
PARTICULARLY DESCRIBED BY METES AND BOUNDS AS
POINT ON THE FORMER EASTERLY RIGHT OF WAY
INTERSTATE ROUTE 15, 165.00 FEET RIGHT
ENGINEER'S STATION "B" 345 + 12.37
BEARING SOUTH 18°49'10" WEST
CORNER OF SECTION 8
54°26'37" WEST, A
LINE OF INTER
LINE A
OF

(SE1/4) OF THE SOUTHEAST QUARTER
SECTION 8, TOWNSHIP 21 SOUTH, RANGE
61
DESCRIBED BY METES AND BOUNDS AS
FOLLOWING: POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE
OF INTERSTATE ROUTE 15, 165.00 FEET RIGHT OF AND AT RIGHT
ANGLE. ENGINEER'S STATION "B" 345 + 12.37 P.O.T., SAID POINT BEING
FURTHER BEARING SOUTH 18°49'10" WEST, A DISTANCE OF 2306.96 FEET
FROM THE EAST 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 OF WAY LINE OF INTERSTATE ROUTE 15, THENCE SOUTH 35°13'23" WEST ALONG THE FORMER EASTERLY RIGHT OF WAY LINE A DISTANCE OF 340.51 FEET TO THE BEGINNING.

PARCEL 2:

INGRESS AND EGRESS EASEMENT OVER, ACROSS
LOCATED IN THE CITY OF LAS VEGAS, CLARK COUNTY,
DESCRIBED AS FOLLOWS:

THE SOUTHERLY 25' OF LOT
AND THE NORTHERLY
HIGHLAND INDUSTRIAL
INSTRUMENT
OFFICE

C.
NC

PARC

LOTS OF
INDUSTRIAL
THE OFFICE
THAT CERT.
INSTRUMENT.
BLOCK ONE (1) OF HIGHLAND
FILE IN BOOK 20 OF PLATS, PAGE 64 IN
CLARK COUNTY, NEVADA AND AS AMENDED BY
INSTRUMENT RECORDED FEBRUARY 5, 1981 IN BOOK 1352 AS
PUBLIC RECORDS.

LOT SIX (6) IS
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,

SUPERSEDED

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-
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

LOT SIX-B (6-B).

THE FOLLOWING DESCRIBES A PART
OF SECTION 8, TOWNSHIP 21
NEVADA, BEING MORE PARTICULARLY

COMMENCING
EAST-
DO

TH. 51 FEET

THEN
BEGIN. 50 FEET TO THE POINT OF

NOTE: THE LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT
CERTAIN L. JANUARY 9, 1980 IN BOOK 1170 AS INSTRUMENT NO.
1129871.

LOT SEVEN (7), 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

SUPERSEDED

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
OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS, CLARK
NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 8, AND
WEST, 292.01 FEET TO THE TRUE POINT OF BEGINNING
NORTHERLY RIGHT-OF-WAY LINE OF EDNA AVENUE

THENCE ALONG SAID RIGHT-OF-WAY LINE

THENCE LEAVING SAID RIGHT-OF-WAY LINE

THENCE SOUTH

THENCE

CL
112

LOT F.
DESCR.

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 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 SECTION 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS
NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

/4

COMMENCING AT THE E 1/4 CORNER OF SAID SECTION
WEST, 292.01 FEET TO THE TRUE POINT OF BEGINNING

THENCE NORTH 1°09'34" EAST, 88 FEET

THENCE SOUTH 54°26'18"
WAY LINE OF EDNA

THENCE
POINT

SUPERSEDED

PREVIOUSLY IN THAT
INSTRUMENT NO.

PA

A NC... USE, EGRESS AND DRAINAGE OVER THE PRIVATE
STREET... FORTH IN THE COVENANTS, CONDITIONS AND
RESTRI... MBER 10, 1979 IN BOOK 1158 AS INSTRUMENT NO. 1117716
OF OFFIC... ON THE MAP OF SAID SUBDIVISION ON FILE IN BOOK 20 OF
PLATS, PA... THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE

Facade Easement Area The
side of Highland Dr as
public areas, including
other archite

Re

the date of execution of
upon the City of Las Vegas

SUPERSEDED

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, 6th Floor
Las Vegas, NV 89101
ATTN. Operations Officer

SUPERSEDED

...acknowledged, Highland
... CITY OF LAS VEGAS
... a politic ("Grantee"), a nonexclusive
... and upon a portion of the real property
... incorporated herein by this reference (the "Property")
The ... facade easement is described in Exhibit B attached
hereto ... (the "Facade Easement Area")

1 ... 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 the basis of race, color, creed, religion, sex, marital status, national origin, ancestry, age, or physical handicap or medical condition in the sale, lease, sublease, or any other conveyance, or enjoyment of the premises herein conveyed, nor shall the Grantor, through him or her, establish or permit any such discrimination or segregation with reference to the sale, lease, sublease, or any other conveyance, or the lessees, subtenants, sublessees, or any other persons. These covenants shall run with the land.

6 or do not comply with the structural requirements of the applicable building codes.

7 If the Grantor, the Grantee may, within (30) days to correct said violation, or if the violation is not corrected, the Grantee may enter upon the Property, correct any such violation, and the Grantor, his heirs, successors and assigns, responsible for the costs of such correction. The Facade Easement Agreement and Building Facade Maintenance Agreement shall govern.

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 to execute such documents and take such actions as may be necessary to complete such repurchase.

10. The obligations and benefits imposed by this Facade Easement shall be binding on Grantor and all successors, assigns and heirs of Grantor, and Grantee, its successors and assigns.

11. The terms and conditions of this Facade Easement shall be binding on and inure to the benefit of the parties and their heirs, successors and assigns.

12. This Facade Easement shall be a gift or conveyance to the public for any public use, and shall not be subject to any public use, easement or right of way that the Facade Easement is intended to be used in this Facade Easement.

13. This Facade Easement shall be interpreted and construed in accordance with the laws of the State of California.

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



IN WITNESS WHEREOF, Grantor has executed this Facade Easement as of this ____
day of _____, 2017

Highland Industrial Park, LLC

By _____
Emil Khalil
Its Owner

SUPERSEDED

ATTES,

LUANN D HOLMES, MMC
Secretary

APPROVED AS TO FORM

Counsel to the Agency

Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____,
2017 by Emil Khalili as Owner of Highland Industrial Park, LLC



CO. _____
This instrument was acknowledged before me on the ____ day of _____,
2017 by _____ as Chair of the City of Las Vegas Redevelopment Agency

Notary Public in and for said County and State

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 FORMER EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15; THENCE NORTH 35°33'23" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 726.00 FEET TO A POINT; THENCE SOUTH 54°26'37" EAST A DISTANCE OF 40.35 FEET TO A POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15; THENCE SOUTH 54°26'37" EAST A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

PARCEL 1B

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 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 FORMER 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 OF WAY LINE OF INTERSTATE ROUTE 15, THENCE NORTH 13°23" WEST ALONG SAID FORMER EASTERLY RIGHT OF WAY LINE A DISTANCE OF 13 23 FEET TO THE POINT OF BEGINNING

PARCEL 2

INGRESS AND EGRESS EASEMENT
LAND LOCATED IN THE CITY OF
FURTHER DESCRIBED AS

THE SOUTHERN
LOT 1
FURTHER DESCRIBED AS
L
D

NOT
CERT
INSTR

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)

SUPERSEDED

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 TO THE EAST-
SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF 24°15'00" TO THE
FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE, PRESENTLY 60.00 FEET IN WIDTH THENCE
25.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE, PRESENTLY 60.00 FEET IN WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 742.03 FEET TO THE
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
B): THE 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, 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, 145.18 FEET TO THE TRUE POINT OF BEGINNING

THENCE 71.22 FEET ALONG THE ARC OF A CIRCLE, TANGENT BEARS NORTH 1°09'34" WEST, RADIUS OF 118.61 FEET

THENCE NORTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°50'26" WEST, 145.18 FEET TO THE TRUE POINT OF BEGINNING LOT SEVEN-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 NE 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 SECTION 8 AND SECTION 9, AND
PROCEEDING NORTH 14°23'50" EAST, 167.09 FEET TO THE POINT OF BEGINNING, AND
SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF EDNA AVENUE,
PRESENTLY 80.00 FEET IN WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE

THENCE 27.59 FEET
A CENTRAL
NORTHERLY

THENCE 107 FEET THENCE
NORTH 31°38'21" EAST,

TO THE POINT OF BEGINNING LOT
FIFTEEN (15).
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 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 NANTS,
CONDITIONS AND RESTRICTIONS RECORDED DECEMBER 10 58 AS
INSTRUMENT NO 1117716 OF OFFICIAL RECORDS SAID
SUBDIVISION ON FILE IN BOOK 20 OF PLATS, PAGE 'TY
RECORDER OF CLARK COUNTY, NEVADA

SUPERSEDED

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the Southeast side of Highland Dr. as described in the map and other public areas, including all other public area, and other architectural project.

The Facade of the building is the

the

City of Las Vegas

SUPERSEDED

EXHIBIT C

FORM OF FACADE EASEMENT
AMORTIZATION

1 Amount of

2

on

SUPERSEDED

\$20,000 00

\$15,000 00

\$10,000 00

\$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
495 South Main Street, 6th
Las Vegas, NV 89101
ATTN: Operations

____ day of _____, 201____,
between _____, a Nevada limited liability company hereinafter referred to
as "Owner," and the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate
and political entity, 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 repairs will be corrected promptly, and

WHEREAS, this agreement is entered into to ensure that the Facade Easement Area is maintained because both parties recognize that diligent maintenance is essential to the value of the Property and one of the considerations for Agency approval of the Facade Easement

NOW, THEREFORE, IT IS

1 Purpose The purpose of this Agreement is to ensure that the facade(s) covered by the Facade Easement

2

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 hereby defined as 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 to perform, which Notice of Breach shall specify in reasonable detail the nature of the breach. The Agency's Executive Director ("Director") or an Agency official with comparable duties) or the Owner shall be responsible for any extension of time to cure the breach. The Agency shall have the right to (i) requiring Owner to post a bond for the cost of curing the breach or (ii) requiring Owner to cure the breach or default by the Agency at the cost of curing the breach.

- 4 Waiver of Claims. Owner shall waive any and all claims for damage or loss as a result of the 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
c/o Economic Development
495 S. Main
Las Vegas, NV 89101

OWNER

to each successive Owner as

- 8 If Owner grants or transfers the Property or a portion thereof to another, the 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 of such inspections with the Owner in order to minimize inconvenience to the Owner's customers

- 10 Recordation: Covenant Running With "
Facade Easement Deed and execute
record this Agreement with "
a copy of the Agreement

This Agreement

including a
ment binds the
covenants, conditions or restrictions of this
or charge or any first mortgage or deed of
encumbering the Property, but all of said covenants,
binding upon and effective against any successor to the
through foreclosure or trustee's sale, or otherwise, with respect

- 12 Attorney's 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
a public body, corporate and political

By _____
CAPC

La
Sec

APPRC

Counsel to the Agency Date



ACKNOWLEDGMENTS

STATE OF _____)
COUNTY OF _____) ss

This instrument was acknowledged before me on the _____ day of _____, 2017 by Emil Khalili as Owner

STATE _____)
COUNTY OF _____) ss

This instrument was acknowledged before me on the _____ day of _____, 2017 by CAROLYN G GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

Notary Public in and for said County and State

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1A:

BE, THE SOUTHWEST QUARTER (SW1/4) OF THE
SOU... OF THE NORTHEAST QUARTER (NE1/4) OF
SECT... SOUTH, RANGE 61 EAST, M.D.M., AND MORE
PARTI... DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO
WHIT; ... AT A POINT ON THE FORMER EASTERLY RIGHT OF
WAY LIN... 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 FURTHER DESCRIBED AS BEARING SOUTH 21°52'40" WEST, A DISTANCE OF 2909.42 FEET FROM THE NORTHEAST CORNER OF TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., A DISTANCE OF 48.46 FEET TO THE EAST ALONG SAID RIGHT OF WAY LINE OF INTERSTATE ROUTE 15 TO A POINT; THENCE SOUTH 21°52'40" WEST, A DISTANCE OF 48.46 FEET TO A POINT ON THE FORMER EASTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 15 TO

IN THE CITY OF LAS VEGAS, NEVADA FURTHER DESCRIBED AS

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) (6-B)
DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

LOT SIX-A (6-A):

THE FOLLOWING DESCRIBES
PORTION OF THE
61 EAST, M.D.M.
PARTICULARLY

SECTION 8, AND
THE TRUE POINT

1. THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN A
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, 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 DEED RECORDED
JANUARY 9, 1980 IN BOOK 1170 AS INSTRUMENT
1129871.

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

LOT SEVEN-A (7A) IS ALSO KNOWN AS LOT SEVEN-A (7A)

THESE LOTS ARE SITUATED WITHIN A
SECTION 8, RANGE 61
TOWNSHIP 1N, BEING MORE

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, 292.01 FEET TO A POINT ON THE
EASTERLY 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 POINT OF BEGINNING, SAID POINT BEING ON THE NORTH-T-OF-WAY LINE OF EDNA AVENUE, PRESENTLY 60.00 FEET IN WIDTH

THENCE ALONG SAID RIGHT-OF-WAY LINE, 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

NOTED FOR RECORD JANUARY 9, 1960

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:

LO.

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 POINT
OF BEGINNING.

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

THENCE SOUTH 54°26'18" EAST
NORTHERLY RIGHT-OF-WAY
FEET IN WIDTH

THENCE ALONG
129.33 FEET

DESCRIPTION
NOT RECORDED

PA

A N EASEMENT FOR INGRESS, USE, EGRESS AND
DRAINAGE OF PRIVATE STREETS AND COMMON AREA AS SET
FORTH IN 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

Facade Easement Area: The area consisting of the south side of Highland Dr. as described in the public areas, including all exterior architectural projects.

The Facade of the

City of Las Vegas

SUPERSEDED

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Install foam columns
2. Re-stucco exterior
3. Pour concrete sidewalk
4. Paint exterior and gutters

TOTAL ESTIMATED PROJECT COST

Estimated Construction Period

Comments

Schedule of Improvements

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

ATTACHMENT "6-A "

DISCLOSURE OF PRINCIPALS – REAL PT

SUPERSEDED

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS - REAL PROPERTY

VIP Contracting Entity Information

Name: Highland Industrial Park LLC

Mailing Address: 2500 W. Sahara

Business Phone: 702-362-4144

Vegas 89102

1060

Tax ID or Social Security Number: _____

Ownership Interest

Estate in Severalty: _____

Disclosure

In a

more

persons or entities holding

property: _____

	Address	Business Phone
Highland Industrial Park 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 disclose (of persons or entities holding an ownership interest) under the Securities and Exchange Commission Act), a copy of such disclosure may be attached to this instrument. The information set forth on the previous page must be included below.

disclosure
disclosure
Income
the
uments

Name of Attached Document

Date of Attachment

Number

Certification

Principal - Real Property

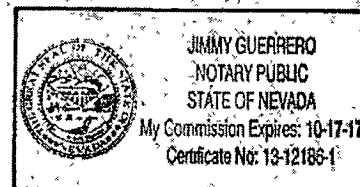
I certify, under penalty of perjury, that the information provided in this certificate is true and accurate.

and accurate.

Signature: _____

Date: _____

12/2/16



State of Nevada
County of Clark

This instrument was acknowledged before me on

12/2/16 (date) by

Khalil Emil (name of person)

Jimmy Guerrero
Notary Public



ATTACHMENT "6-B"
DISCLOSURE OF PRINCIPALS – BULK

SUPERSEDED

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS

TS

Alternative Disclosure of Ownership/Principal

If the Contracting Entity, or its principal
(of persons or entities holding an ownership
required by the Securities and Exchange
Act), a copy of such disclosure
information set forth in the
must be filed

disclosure
disclosure
some
the
documents

Name _____

Date of _____

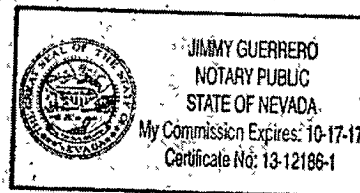
Number of _____

Certification of Ownership/Principal - Business

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

Signature: _____

Date: _____



State of Nevada
County of Clark

This instrument was acknowledged before me on

12/2/16 (date) by

Emil Khalili (name of person)

Jimmy Guerrero
Notary Public



VIP Contracting Entity Information

Tax ID or Social Security Number: 81-255-

Type of Business

Sole Proprietor _____ Part _____

Corporation _____

Disclosure of

In the sro

mora

Entities holding

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 Attachment

SUPERSEDED

STATE OF NEVADA }
COUNTY OF CLARK } ss:

1. I am a corporate officer, managing member, or sole proprietor of the BFL Holdings, LLC, a company duly organized in the State of Nevada as a LLC, Single Member of MIPLLC (Corporate Part /Sole Proprietorship). LLC
The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 162-08-611-012 particularly described by the VIP agreement ("Agreement") being contemplated by the Agency.

Assistance from the Agency will allow me to
will result in substantial benefit to
of one or more of the following:

- a. Encourage th
- b. Creat
- c.

e. _____ level of quality and design; ☒

f. _____ the use of qualified and trained labor; ☒ and

g. L _____ the community than would a similar set of buildings, facilities,

sti _____ for by the agency. ☒

3. No other ☐ If those buildings, facilities, structures or other improvements are available, because of ☐ following reason(s) as checked by the Participant:

- a. An industry is unable to find new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner; ☒ or *We are starting to get higher quality tenants.*
- b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☒ or *Size of this project and scope is overwhelming*
- c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☒ or *Other properties are in inferior condition*
- d. The exterior improvements to the property or business do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☒ or *Limited funds for improvement from Wells Fargo*



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:

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

5. Participant hereby acknowledges that existing _____ of the redevelopment project are _____ neighborhood to find employment _____ personal vehicles. Of _____ in business for _____ neighborhood _____

For _____
example _____
opportunities _____
neighborhood _____
employment _____
opportunities _____

SUPERSEDED

neighborhood _____
of the _____
on or _____
been _____
to employ _____

opportunities by setting an _____
and help create more employment _____
vacant storefronts. The Project will allow _____
(available) for which they are qualified for as an _____
taken to ensure that the neighborhood is aware of any job _____

DATED this _____

Dec 2016

Authorized Signature: _____

[Signature]

SIGNED AND SWORN TO before me:

this 2 day

of

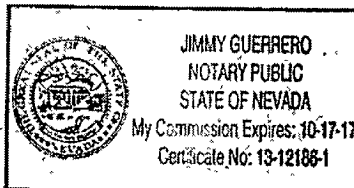
December 2016

by

[Signature]

NOTARY PUBLIC

My Commission Expires:



ATTACHMENT "8"

VIP REAL PROPERTY OWNER CONSENT

See A⁴⁴

SUPERSEDED

VIP PARTICIPANT REAL PROPERTY OWNER CONSENT

STATE OF NEVADA }
COUNTY OF CLARK }

I, EMIL KHALIL, owner and/or authorized representative
also commonly known as _____
improvements on the above-listed property and consent to the
which are to be undertaken by _____

I also, hereby agree to and understand that the
the city of Las Vegas will record a new
above-listed property, at the County
Office of the County Recorder
or business owner
from the A

DATE

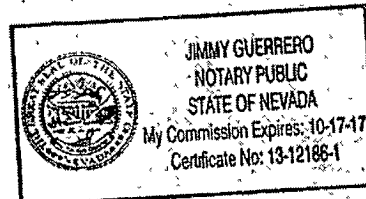
Authorized

SIGNED AND

this 2

December 2016, by Jimmy Guerrero

NOTARY PUBLIC
My Commission Expires:



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ess owner.

rogram,
to the
n the
and/
e agreement