

RESOLUTION NO. RA-8-2020

RESOLUTION FINDING THE PROJECT PROPOSED BY THE MEDICAL DISTRICT TARGETED INDUSTRY PROGRAM AGREEMENT (MDTIP) BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND ALG CORPORATION TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE MDTIP BY THE AGENCY

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

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (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 September 5, 2018, the Medical District Targeted Industry Program (the "MD-TIP") in order to provide property owners and/or business owners financial assistance within specific areas of the Las Vegas Medical District and also within the Redevelopment Area for the purpose of relocating or expanding targeted industries; and

WHEREAS, the Agency approved on September 5, 2018 the form of agreement for the Medical District Targeted Industry Program (the "MD-TIP Agreement"); and

1 WHEREAS, ALG Corporation (the "OWNER") the owner of real property and
2 improvements located at 601 South Rancho Drive Ste D30, Las Vegas, NV 89106, and which
3 parcel is commonly known as APN 139-32-711-030 (the "Site"); and

4 WHEREAS, ALG CORPORATION(the "MD-TIP PARTICIPANT") is the
5 tenant of the real property located at 601 South Rancho Drive Ste D30, Las Vegas, NV 89106,
6 and is undertaking certain interior, exterior and/or expansion improvements to the property or
7 the redevelopment of an underdeveloped property in accordance with the MD-TIP; and

8 WHEREAS, the Governing Board of the Agency has considered the findings
9 that the development of said improvements to the Site are of benefit to the Redevelopment
10 Area and/or the immediate neighborhood in which the Site is located; and

11 WHEREAS, the governing body of the Agency has considered the findings that
12 no other reasonable means of financing the improvements to the building, facilities, structures,
13 residences or other improvements on the Site are available; and

14 WHEREAS, the Governing Body of the Agency has determined that the MD-
15 TIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the
16 contribution of funds to MD-TIP PARTICIPANT for making physical, interior, exterior and/or
17 expansion improvements to the building(s) on the Site, all as more fully set forth in the
18 Agreement, is in compliance with and in furtherance of the goals and objectives of the
19 Redevelopment Plan; and

20 NOW, THEREFORE, BE IT HEREBY RESOLVED that the Governing Board
21 of the Agency hereby finds and determines that the development of said improvements are of
22 benefit to the Redevelopment Area and/or the immediate neighborhood in which the
23 Redevelopment Area is located; and

1 RESOLVED FURTHER, that the Governing Board of the Agency hereby finds
2 and determines there are no reasonable means of financing said improvements to the Property;
3 and

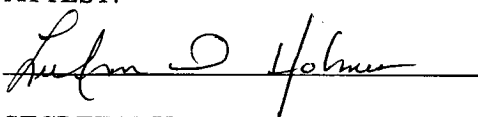
4 RESOLVED FURTHER, that Governing Board of the Agency hereby approves
5 the Agreement and determines the Agreement to be in compliance with and in furtherance of
6 the goals and objectives of NRS 279 and the Redevelopment Plan, and the Chairperson of the
7 Governing Board of the Agency is hereby authorized and directed to execute the Agreement for
8 and on behalf of the Agency, and to execute any and all additional documents (including any
9 Attachments to the Agreement) and to perform any additional acts necessary to carry out the
10 intent and purpose of the Agreement.
11

12 THE FOREGOING RESOLUTIONS were passed, adopted and approved this
13
14 2nd day of September, 2020.

15
16 CITY OF LAS VEGAS
17 REDEVELOPMENT AGENCY

18 By: 
19 CAROLYN G. GOODMAN, Chair

20 ATTEST:

21 

22 SECRETARY

23
24 APPROVED AS TO FORM:

25 Michael Niarchos 8/11/20

26 Michael Niarchos Date

27
28 Resolution No. RA-____-2020

Redevelopment Agency Meeting 9/2/2020

Redevelopment Agency Item ____

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY MEDICAL DISTRICT TARGETED INDUSTRY INCENTIVE AGREEMENT (Owner)

THIS MEDICAL DISTRICT TARGETED INDUSTRY INCENTIVE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2020, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and ALG Corporation, a Nevada corporation (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of assisting business owners and landlords to attract or maintain businesses in the Agency redevelopment area or in the immediate neighborhood of the Agency redevelopment area and to support investment into existing commercial or industrial structures in the Agency redevelopment area or in the immediate neighborhood of the Agency redevelopment area; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area 1 and 2 (the "Redevelopment Area"), the Agency has approved a Medical District Targeted Industry Program (the "MD-TIP") for the purpose of assisting property owners and business owners with undertaking the interior and/or exterior rehabilitation, renovation, and/or expansion of commercial or industrial properties for designated targeted industries relocating or expanding in specific areas of the Las Vegas Medical District; and

WHEREAS, the Las Vegas Medical District Advisory Council has determined a list of targeted industries for the MD_TIP Program; and

WHEREAS, Owner has agreed to tenant the Building with businesses on the targeted industry list; and

WHEREAS, Owner has agreed to construct the Project Improvements (defined below); and

WHEREAS, the Agency shall reimburse the Owner for any pre-approved qualified interior and/or exterior building improvements ("Building Improvements"), which the Agency has determined are significant in character, up to a maximum of Twenty-seven Thousand One Hundred Fifty-four Dollars and 00/100 (\$27,154.00) (the "Agency Funds"); and

WHEREAS, the Owner desires to participate in the MD-TIP pursuant to the terms and provisions of this Agreement.

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

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds for Building Improvements to that certain Medical District Targeted Industry Project described in Attachment "1", attached and incorporated herein by reference ("Project"). 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. 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.

Owner is ALG Corporation, a Nevada corporation . Owner's principal office is located at 840 South Rancho Drive Suite #4-233, Las Vegas, NV 89106. The Owner hereby warrants that it is the owner of the building where the Project is located as of the Effective Date of this Agreement (as defined hereinafter). Such ownership is demonstrated by Attachment "2", "Proof of Ownership", which is attached hereto and is incorporated herein by reference.

SECTION 3: IMPROVEMENTS TO THE BUILDING AND PROJECT BUDGET. Owner shall complete the Building Improvements according to the Scope of Work and Tentative Schedule of Building Improvements, which is attached hereto as Attachment "4" and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Building 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 the Building Improvements, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the MD-TIP Guidelines. The Building Improvements shall be completed within two hundred forty (240) days of commencement of work. Additional time may be given for completion of the Building Improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The Building Improvements also shall be referred to as the "Project" hereinafter. The Agency during construction of the Building Improvements shall maintain a right of access to the Project in order to determine the status of the construction of the Building Improvements and compliance with this Agreement, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the office building. 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 Building Improvements by the required dates and any failure of Owner to commence and complete the Building Improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement. Owner further agrees to tenant the Building with businesses from the targeted industry list for a minimum of five (5) years.

Owner hereby acknowledges and agrees that (i) Agency is not involved in any way with the design and construction of the Building Improvements, (ii) Agency does not warrant in any manner the suitability or construction of the Building Improvements, (ii) except for the payment of the Agency Funds pursuant to the terms of this Agreement, Agency is not in any way or manner obligated or liable for the payment of the cost of the Building Improvements, (iii) Owner hereby releases and waives any and all claims and causes of action against Agency in any way related to the design, construction and payment for the Building Improvements except for the payment of the Agency Funds pursuant to the terms of this Agreement and (iv) Owner hereby agrees to indemnify and hold harmless Agency from any from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, relating in any way to the Building Improvements.

SECTION 4: 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 Owner is unable to obtain three (3) or more competitive bids, Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: DISBURSEMENT OF AGENCY FUNDS. Disbursement of the Agency Funds shall be made to as directed in writing by Owner upon completion of all of the following conditions for the benefit of Agency:

1. Agency has completed an inspection and review of the Property and determined that all the Building Improvements have been fully completed pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the MD-TIP Guidelines. Owner agrees to facilitate and cooperate with Agency in conducting such review and inspection of the Property. Owner shall provide Agency with such other documentation as reasonably required by Agency in connection with such inspection and review.
2. A Certificate of Completion of Construction, in the form of Attachment "5", has been issued and recorded on the building parcel.
3. Owner has entered into and recorded against the Property both the Covenant and the Maintenance Agreement in the form attached hereto as Attachment "3".

Upon receipt of the above, Agency shall disburse the Agency Funds within forty-five (45) days to Owner.

SECTION 6: COMPLIANCE WITH APPLICABLE LAWS, RULES AND/OR REGULATIONS. 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 and all other applicable laws, rules and/or regulations.

SECTION 7: RESERVED

SECTION 8: 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 MD-TIP provided for in this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the MD-TIP 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 the Las Vegas Medical District Advisory Council as well as 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.

Owner has declared that no other reasonable means of financing are available to undertake the Building Improvements 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 Owner would not undertake the Building Improvements contemplated in the Agreement through resources reasonably available to Owner pursuant

to the Participant Affidavit and Employment Plan, attached hereto as Attachment "7" and by this reference made a part hereof.

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. Owner, for Owner and its successors and assigns, represent that in the construction of Building Improvements, 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 10: 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. Owner warrants to Agency that it 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 warrant that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment "6" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Until such time as the Agency Funds are disbursed, Owner shall notify Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 11: 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, on the date specified in the written notice. In the event of termination of this Agreement by the Agency, then (i) any obligation of Agency to disburse the Agency Funds shall terminate and be null and void and (ii) Owner agrees to return any and all Agency Funds heretofore paid shall be returned to Agency 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 pursue any of the Agency's remedies, legal and equitable, as permitted by law.

SECTION 12: 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 Executive Director designates in writing.

SECTION 13: TERM. Unless sooner terminated pursuant to the terms of this Agreement, the term of this Agreement shall expire at the earlier of (i) disbursement of the Agency Funds by Agency and (ii) 180 days after the Effective Date.

SECTION 14: 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 15: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 16: 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 delivery, or five (5) calendar days after the date of deposit in the United States mail or with an express delivery service.

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Bill Arent, Director

If to the Owner: ALG Corporation
Attn: Antoinette Gill
840 S. Rancho Dr. Ste #4-233
Las Vegas, NV 89106

SECTION 17: 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 18: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. THIRD PARTY RIGHTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "7" 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 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. Nothing in this Agreement shall confer upon any other third party of any type or sort other than the Owner and Agency any rights or remedies under or by reason of this Agreement, including, without limitation, any parties providing and/or supplying labor and/or materials to the Project and any claims or causes of action that any third party may have related to payment for labor and/or materials provided and/or supplied to the Project.

SECTION 19: 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 20: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2020 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").

EXECUTION BLOCKS ON NEXT PAGE

Date of Agency Approval:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

_____, 201

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:

ALG Corporation

LUANN D. HOLMES, MMC
Secretary

By: _____
Antoinette Gill, Owner
"Owner"

APPROVED AS TO FORM:

Counsel to the Agency Date

LIST OF ATTACHMENTS

ATTACHMENT "1"	DESCRIPTION OF PROJECT
ATTACHMENT "2"	PROOF OF OWNERSHIP
ATTACHMENT "3"	FORM OF MAINTENANCE AGREEMENT
ATTACHMENT "4"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "5"	CERTIFICATE OF COMPLETION OF CONSTRUCTION
ATTACHMENT "6"	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "7"	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT “1”
DESCRIPTION OF PROJECT

The Project is the renovation of 601 Rancho Suite D-30 from a vacant space into a Community Salon/Med Spa to serve the Las Vegas Medical District. The Property Owner is also the tenant. The Salon will have services to help cancer patients and others with medical conditions that have affected their hair, assisting with uplifting their self-image and confidence. The building is 30 years old and in good condition but needs updated to meet current building code and fitted for the salon/spa. The Project includes new plumbing, upgrade electrical, new flooring, paint, reconstructing walls, replacing the HVAC system, LED light replacement, installing sinks, cabinets, vanities, shampoo bowls, dryers, furnishings, mirrors, chairs, wig storage, and MedSpa equipment.

ATTACHMENT “2”

Proof of Ownership

(See Attached)

Inst #: 20200303-0004133
Fees: \$42.00
RPTT: \$1897.20 Ex #:
03/05/2020 03:51:20 PM
Receipt #: 4010284
Requestor:
FNTG NCS (LAS VEGAS)
Recorded By: SCHIABLE Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN: 139-32-711-030
Affix R.P.T.T. \$1,897.20

RECORDING REQUESTED BY:
FIDELITY NATIONAL TITLE
WHEN RECORDED MAIL TO and MAIL TAX
STATEMENT TO:

ALG CORPORATION, A NEVADA
CORPORATION
ANTOINETTE GILL
4754 DEER FOREST AVENUE
LAS VEGAS, NV 89139

ESCROW NO: 4204866E-420-KAH

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Timothy F. Razzari and Billie K. Razzari, Co-Trustees of the Timothy F Razzari and Billie K. Razzari Revocable Family Trust Dated July 14, 1998

in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

ALG Corporation, a Nevada corporation

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

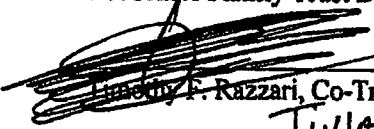
Subject to: 1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

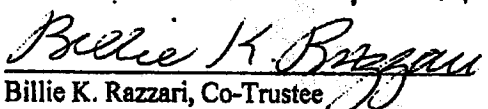
Signed in
Counterparts

Witness my/our hand(s) this 3 day of March, 2020.

Timothy F Razzari and Billie K. Razzari
Revocable Family Trust Dated July 14, 1998


Timothy F. Razzari, Co-Trustee

TIMOTHY F. RAZZARI


Billie K. Razzari, Co-Trustee

STATE OF
COUNTY OF

} ss:

On this _____
appeared before me, a Notary Public,

Timothy F. Razzari and Billie K. Razzari, Co-Trustees of the Timothy R. Razzari and
Billie K. Razzari Revocable Family Trust Dated July 14, 1998

personally known or proven to me to
be the person(s) whose name(s) is/are
subscribed to the above instrument,
who acknowledged that he/she/they
executed the instrument for the
purposes therein contained.

Notary Public

My commission expires: _____

NOTARY JURAT FOR GRANT, BARGAIN, SALE DEED
FOR ESCROW NO.: 4204866E-420KAH

*See Attached
California Notary
Jurat Certificate*

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

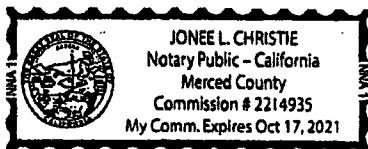
State of California
County of MERCED

Subscribed and sworn to (or affirmed) before me

on this 3 day of MARCH, 2020
by Date Month Year

(1) TIMOTHY F. RAZZARI(and (2) BILLIE K. RAZZARI),

Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature

Jonee L. Christie
Signature of Notary Public

JONEE L. CHRISTIE

Seal
Place Notary Seal Above

#2214935 EXP. 10-17-21

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Grant, Bargain, SALE Deed Document Date: 3-3-2020Number of Pages: 2 Signer(s) Other Than Named Above: N/A

LEGAL DESCRIPTION

See Exhibit A attached hereto and made a part hereof.

ESCROW NUMBER: 4204866E-420-KAH
PROPERTY ADDRESS: 601 S. Rancho Drive, Suite D-30
Las Vegas, NV 89106

A.P.N.: 139-32-711-030

Exhibit A

Parcel I:

An undivided interest as designated in those certain Declarations of Covenants, Conditions and Restrictions for Quail Park II, recorded February 27, 1981 in Book 1362, as Document No. 1321100 of Official Records, Clark County, Nevada records, in and to Block One (1) of Quail Park II, in the City of Las Vegas, as shown by map thereof on file in Book 26 of Plats, Page 87, and Certificate of Amendment thereto recorded December 17, 1981 in Book 1500, as Document No. 1459736 of Official Records.

Excepting therefrom Lots One through Thirty-Four (1-34) inclusive as shown by map thereof on file in Book 26 of Plats, Page 87, in the Office of the County Recorder of Clark County, Nevada and Certificate of Amendment thereto recorded December 17, 1981 in Book 1500 as Document No. 1459736 of Official Records.

Parcel II:

Lot D-Thirty (D-30) in Block One (1) of Quail Park II, a Commercial Condominium as shown by map thereof on file in Book 26 of Plats, Page 87 in the Office of the County Recorder of Clark County, Nevada, and Certificate of Amendment thereto recorded December 17, 1981 in Book 1500 as Document 1459736 of Official Records.

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a. 139-32-711-030
b. _____
c. _____
d. _____

2. Type of Property:

- a. ☐ Vacant Land b. ☐ Single Fam. Res.
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☒ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
i. Other _____

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property:

\$ 372,000.00

b. Deed in Lieu of Foreclosure Only (value of property)

\$ _____

c. Transfer Tax Value

\$ 372,000.00

d. Real Property Transfer Tax Due:

\$ 1,897.20

4. If Exemption Claimed

a. Transfer Tax Exemption, per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____

Capacity Grantor

Signature _____

Capacity Grantee

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: Timothy F Razzari and Billie K. Razzari Revocable Family Trust Dated July 14, 1998

Address: 1234 Auto Center Drive

City: Merced

State: CA Zip: 95340

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: ALG Corporation, a Nevada corporation

Address: 4754 Deer Forest Avenue

City: Las Vegas

State: NV Zip: 89139

COMPANY/PERSON REQUESTING RECORDING (Required If not Seller or Buyer)

Print Name: Fidelity National Title Group

Escrow No.: 4204866E-420-KAH

Address: 8363 W Sunset Road, Suite 100

City, State, Zip: Las Vegas, NV 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

ATTACHMENT "3"

FORM OF BUILDING MAINTENANCE AGREEMENT

APN: 139-32-711-030

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: Redevelopment Manager

COVENANT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____ ("Owner"), does hereby covenant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Agency"), upon the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property") ("Covenant").

1. Agency 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, Owner and Agency entered into a Medical District Targeted Industry Program Agreement dated _____ (the "MD-TIP Agreement") which required the Owner to improve the building(s) on the Property in accordance with the MD-TIP Agreement and Agency's Las Vegas Medical District Targeted Industry Program Handbook.

2. Agency has paid to Owner the sum of Twenty-seven thousand One Hundred Fifty-Four Dollars (\$27,154.00) (the "Grant") to reimburse Owner for a portion of the costs of improvements to the building located on the Property which improvements have been completed by Owner pursuant to the MD-TIP Agreement.

3. In consideration of the payment of the Grant by the Agency, Owner has agreed in the MD-TIP Agreement to the use the Property for a period of not less than five (5) years from the date of recordation of this Covenant (the "Term") only as either a hair salon/medspa or other use designated by the Las Vegas Medical District Advisory Council as a targeted industry (collectively, the "Permitted Use"). Owner agrees that the failure of the Property to be operated as a Permitted Use shall be a violation and default of the Covenant.

4. Owner agrees, in consideration of the Grant made by Agency to Owner, that during the Term that it shall at all times operate the Property as a Permitted Use and shall not change the use of the Property from a Permitted Use or demolish the improvements on the Property.

5. This Covenant shall run with the land until the expiration of the Term and shall terminate upon expiration of the Term. Upon expiration of the Term, Agency agrees to record a release of the Covenant from title to the Property. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such release.

6. Owner covenants 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 Property, nor shall Owner or any person claiming under or through Owner 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 and be binding on all successor owners of the Property.

7. In the event of a violation of this Agreement by Owner, the Agency may, following notice to Owner and after allowing thirty (30) days to correct said violation, have the following nonexclusive rights and remedies:

(a) Institute a suit to enjoin such violation;

(b) Demand payment from Owner in an amount equal to at the time of default the then unamortized portion of the Grant amortized on a straight-line basis over five (5) years commencing on the date of recordation of this Covenant. The amortization schedule of the Grant is set out in Exhibit B, attached hereto and incorporated herein (the "Amortization Schedule"). Owner shall pay the unamortized amount of the Grant not later than thirty (30) days after Agency's demand; and/or

(c) Exercise any and all other rights and remedies available to Agency. Owner agrees that unpaid amounts not paid when due hereunder shall bear interest at the annual rate of seven percent (7%) from the date due until paid in full or at such lower legally required interest rate. The Agency, in addition to the collection procedure set forth above in this Section 7, may make the amounts owed to Agency by Owner 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 owed the amount under the terms of this Covenant 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 amount. The obligation of Owner to pay any amounts due hereunder to Agency shall survive the expiration of the Term or other termination of this Covenant.

8 No breach of the covenants, conditions or restrictions of this Covenant 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, deed in lieu of foreclosure, or otherwise, with respect to the Property.

9. Owner shall have the option to have this Covenant terminated and released (the "Option") by the Agency pursuant to the following terms:

(a) The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Covenant and shall continue until five (5) years from the date of the recordation of this Covenant. In order to exercise the Option, the Owner must give sixty (60) days written notice to the Agency of exercise of the Option.

(b) If the Owner exercises the Option, the Agency agrees release this Covenant upon payment to Agency of an amount equal to the then unamortized portion of the Grant at the time of the exercise of the Option, amortized on a straight-line basis over five (5) years as set forth in Amortization Schedule.

(c) The Owner shall pay for all title, escrow and closing costs and fees associated with the release of the Covenant. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such release.

(d) The closing of the release of this Covenant shall occur no later than fifteen (15) business days after the exercise of the Option by Owner.

10. The obligations and benefits imposed and granted in this Covenant shall be binding on Owner and all successor owners of the Property and inure to the benefit of the Agency, its successors and assigns and are intended to run with the land and title to the Property. As used herein, the term "Owner" shall mean any successor owner of the Property from time to time.

11. The provisions of this Covenant may be amended or terminated in full only by a written agreement between the Owner and Agency.

12. Nothing contained in this Covenant 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 Covenant that the Covenant shall be strictly limited to and for the purposes expressed in this Covenant.

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

14. Any notice, demand, request, or other instrument which may be or is required to be given under this Sublease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the Parties may from time to time designate in writing:

If to the Agency:	City of Las Vegas Redevelopment Agency Attn: Bill Arent, Director Economic and Urban Development Dept. 495 S. Main St., 6th Floor
-------------------	--

Las Vegas, Nevada 89101

With a copy to:

City Attorney's Office
Attn: John Ridilla.
495 S. Main St., 6th Floor
Las Vegas, Nevada 89101

If to Owner:

ALG Corporation
Attn: Antoinette Gill
840 S. Rancho Dr. Ste #4-233
Las Vegas, NV 89106

EXECUTION BLOCKS ON NEXT PAGE

Date of Agency Approval:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

_____, 201

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

ALG Corporation

LUANN D. HOLMES, MMC
Secretary

By: _____
Antoinette Gill, Owner
"Owner"

APPROVED AS TO FORM:

Michael Niarchos 8/11/20

Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 202_ by
_____ as Owner _____ of _____.

Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 202_ by
Carolyn G. Goodman 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 I:

An undivided interest as designated in those certain Declarations of Covenants, Conditions and Restrictions for Quail Park II, recorded February 27, 1981 in Book 1362, as Document No. 1321100 of Official Records, Clark County, Nevada records, in and to Block One (1) of Quail Park II, in the City of Las Vegas, as shown by map thereof on file in Book 26 of Plats, Page 87, and Certificate of Amendment thereto recorded December 17, 1981 in Book 1500, as Document No. 1459736 of Official Records.

Excepting therefrom Lots One through Thirty-Four (1-34) inclusive as shown by map thereof on file in Book 26 of Plats, Page 87, in the Office of the County Recorder of Clark County, Nevada and Certificate of Amendment thereto recorded December 17, 1981 in Book 1500 as Document No. 1459736 of Official Records.

Parcel II:

Lot D-Thirty (D-30) in Block One (1) of Quail Park II, a Commercial Condominium as shown by map thereof on file in Book 26 of Plats, Page 87 in the Office of the County Recorder of Clark County, Nevada, and Certificate of Amendment thereto recorded December 17, 1981 in Book 1500 as Document 1459736 of Official Records.

EXHIBIT B

AMORTIZATION SCHEDULE

1. Amount of Purchase Price: \$27,154.00 (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: \$27,154.00

Anytime during second year: \$21,723.00

Anytime during third year: \$16,293.00

Anytime during fourth year: \$10,862.00

Anytime during fifth year: \$5,432.00

After five full years from recordation of the Covenant: \$0.00

APN: 139-32-711-030

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: Redevelopment Manager

BUILDING MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 202 , between _____, 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 601 South Rancho Drive #D30, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 139-32-711-030; 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 Medical District Targeted Industry Program (the "MDTIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and;

WHEREAS, Owner has installed certain improvements to the Property pursuant to that certain Medical District Targeted Industry Program Agreement entered into between agency and Owner/Tenant ("MDTIP Agreement") whereby Agency provided partial funding for the construction and/or installation of improvements and upgrades to the residential building located on the Property; and

WHEREAS, Owner has completed the work to the Property described in the MDTIP Agreement; and

WHEREAS, by the terms of the MDTIP Agreement, 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 improvements described in Exhibit "B" attached hereto (the "Building Improvement 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 Maintenance Agreement.

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

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of Building Improvement 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 Building Improvement 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 Building Improvement Area in accordance with the plans approved by Agency and to generally maintain the Property. "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 interior building improvements 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.
 - f) Landscaping will be kept watered, trimmed, repaired to keep a consistence appearance as to when first installed.

- g) All interior cabinets, flooring, plumbing, lighting, fixtures, sinks, tubs/showers, faucets, and other building improvements be maintained and repaired in accordance with the City of Las Vegas Building Code.
- h) Fire alarms, fire extinguishers, smoke alarms and other fire notification and suppression systems are to be operable and maintained in accordance with the City of Las Vegas Fire Code at all times.

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. Upon such notice, Owner agrees to facilitate Agency's access to the overall Property and to specific Units in order to cure such default and correct such default. Owner agrees to reimburse Agency for all costs incurred by Agency in the work and/or correction.

In the event Agency elects not to cure the default, Agency shall have the right to demand in writing reimbursement from Owner of all funds advanced to Owner under the MD-TIP Agreement. Upon such demand, Owner shall reimburse Agency of all funds advanced to Owner under the MD-TIP Agreement within thirty (30) days of such written demand.

Owner hereby grants to Agency a lien on the Property to secure the payment of any amounts owed to Agency by Owner under this Agreement not paid when due as well as costs of collection, including, without limitation, attorneys' fees and court costs. Agency may execute and record a document setting forth the amount of delinquent sums due to Agency and the fact that a lien exists to secure the repayment thereof.

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: Redevelopment Manager

OWNER:
Atten.:

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 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 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 Building Improvement Area, and shall run with the land for a period of five (5) years from the date of recordation. This agreement binds the successors in interest of each of the parties to it. Upon expiration of the Term, Agency agrees to record a release of this Agreement from title to the Property. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such release.

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 charge

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

By: _____ Date: _____
Name:
Title:

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

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 202 by
_____ as _____ of _____.

Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 202 by
CAROLYN G. GOODMAN 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 I:

An undivided interest as designated in those certain Declarations of Covenants, Conditions and Restrictions for Quail Park II, recorded February 27, 1981 in Book 1362, as Document No. 1321100 of Official Records, Clark County, Nevada records, in and to Block One (1) of Quail Park II, in the City of Las Vegas, as shown by map thereof on file in Book 26 of Plats, Page 87, and Certificate of Amendment thereto recorded December 17, 1981 in Book 1500, as Document No. 1459736 of Official Records.

Excepting therefrom Lots One through Thirty-Four (1-34) inclusive as shown by map thereof on file in Book 26 of Plats, Page 87, in the Office of the County Recorder of Clark County, Nevada and Certificate of Amendment thereto recorded December 17, 1981 in Book 1500 as Document No. 1459736 of Official Records.

Parcel II:

Lot D-Thirty (D-30) in Block One (1) of Quail Park II, a Commercial Condominium as shown by map thereof on file in Book 26 of Plats, Page 87 in the Office of the County Recorder of Clark County, Nevada, and Certificate of Amendment thereto recorded December 17, 1981 in Book 1500 as Document 1459736 of Official Records.

EXHIBIT B

DESCRIPTION OF THE BUILDING IMPROVEMENT AREA

Building Improvement Area: The area consisting of the building, as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all interior improvements described in the MDTIP Agreement as well as exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

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

ATTACHMENT "4"

SCOPE OF REIMBURSABLE WORK AND TENTATIVE SCHEDULE OF REIMBURSABLE BUILDING IMPROVEMENTS

Project scope includes the following reimbursable expenditures:

Electrical	\$ 8,375
Plumbing	\$11,970
Paint	\$ 5,094
Flooring	\$ 2,300
Drywall	\$ 3,800
Mechanical Exhaust Fans	\$ 4,212
Concrete	\$ 1,100
Finish Carpentry & misc. installation	\$ 4,042
Labor	\$ 7,614
HVAC	\$ 5,800
TOTAL ESTIMATED REIMBURSABLE PROJECT COSTS	\$54,307
 Estimated Grant	 \$27,154

ATTACHMENT "5"
Certificate of Completion of Construction

APN No.: 139-32-711-030

Recording Required by:

City of Las Vegas Redevelopment

Agency After Recording, Mail to:

Executive Director

City of Las Vegas Redevelopment
Agency 495 S. Main Street, 6th Floor

Las Vegas, Nevada 89101

**CERTIFICATE OF COMPLETION
OF CONSTRUCTION**

WHEREAS, pursuant to the Medical District Targeted Industry Program Agreement ("Agreement") dated _____, 202_, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic (the "Agency"), provided assistance to ALG Corporation, or their permitted assignee(s) (collectively the "Owner") for construction and development of a certain redevelopment project situated in the City of Las Vegas, Nevada, described on Attachments "A" and "B", attached hereto and made a part hereof (the "Site"); and

WHEREAS, as referenced in said Agreement, the Developer shall certify to the Agency that all construction on the Site or a phased portion of the Site has been substantially completed in compliance with the Agreement; and

WHEREAS, as referenced in said Agreement, the Agency shall furnish the Owner with a Certificate of Completion upon completion of all construction, or a portion of the Site which Certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction on the Site or a phased portion of the Site required by the Agreement.

Now, therefore:

1. The Owner hereby certifies to the Agency that all construction on the Site has been completed in compliance with the Agreement.

2. The Agency agrees and docs hereby certify that the construction of the Site have been fully and satisfactorily performed and completed as required by the Agreement.

3. This Certificate of Completion may be executed in counterparts, all such counterparts will constitute the same Certification of Completion 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.

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Execution Blocks on Next Page

IN WITNESS WHEREOF, the Agency has executed this Certificate this _____ day of _____, 202_.

AGENCY

CITY OF LAS VEGAS REDEVELOPMENT

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

ALG Corporation

LUANN D. HOLMES, MMC
Secretary

By: _____
Antoinette Gill
"Owner"

APPROVED AS TO FORM:

Counsel to the Agency Date

ACKNOWLEDGEMENTS

STATE OF NEVADA)

)ss.

COUNTY OF CLARK)

On this _____ day of _____, 202 , before me, the undersigned Notary Public in and for said County and State, appeared Carolyn G. Goodman, as Chairman of the City of Las Vegas Redevelopment Agency, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he or she did so freely and voluntarily and for the purposes therein mentioned.

Notary Public

ACKNOWLEDGEMENTS

STATE OF _____)

)ss.

COUNTY OF _____)

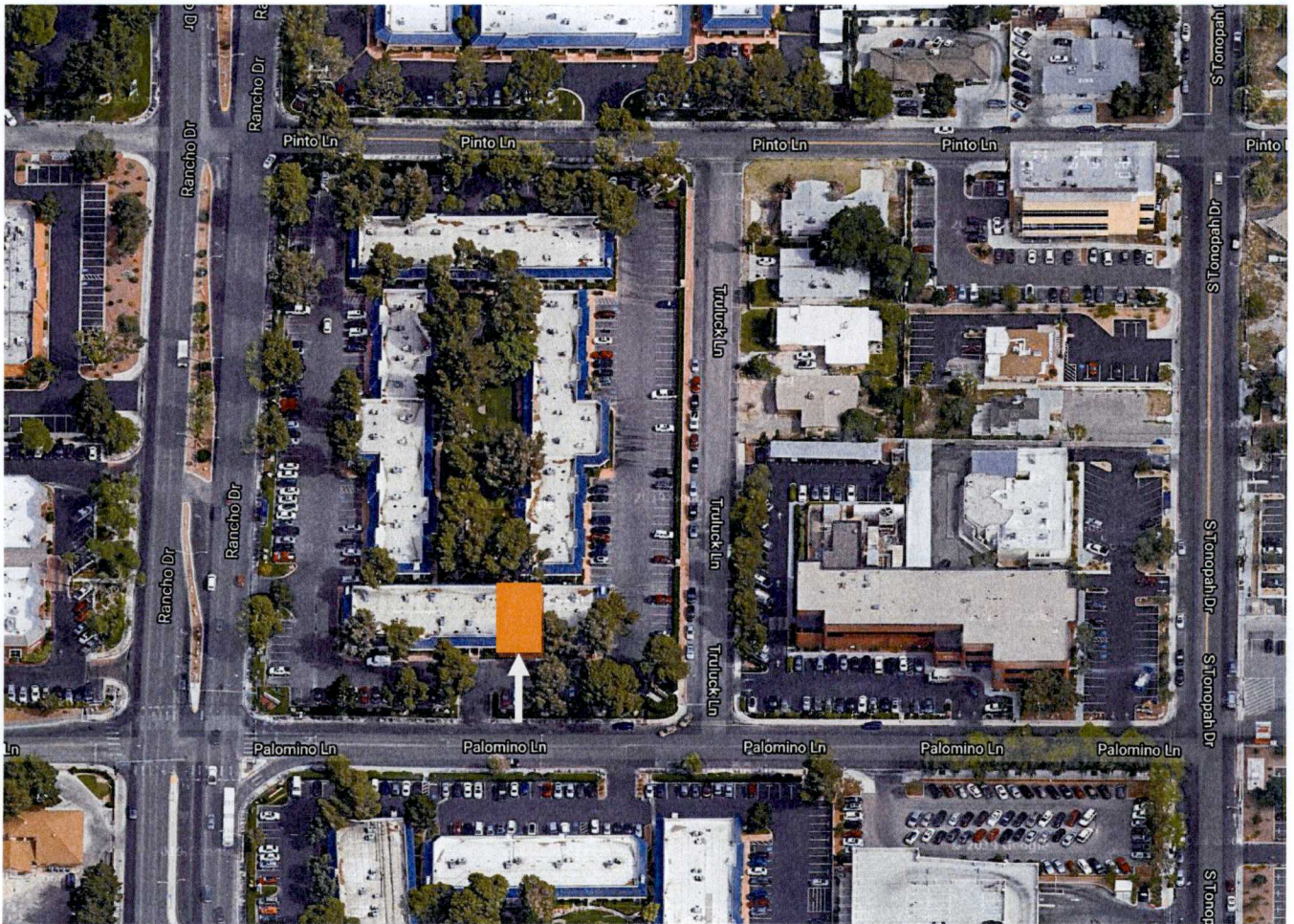
On this _____ day of _____, 202 , before me, the undersigned Notary Public in and for said County and State, appeared _____, as _____ of _____, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he or she did so freely and voluntarily and for the purposes therein mentioned.

Notary Public

ATTACHMENT "A"

The Site

601 S Rancho D30



ATTACHMENT “B”

Legal Description

See Attached

Parcel I:

An undivided interest as designated in those certain Declarations of Covenants, Conditions and Restrictions for Quail Park II, recorded February 27, 1981 in Book 1362, as Document No. 1321100 of Official Records, Clark County, Nevada records, in and to Block One (1) of Quail Park II, in the City of Las Vegas, as shown by map thereof on file in Book 26 of Plats, Page 87, and Certificate of Amendment thereto recorded December 17, 1981 in Book 1500, as Document No. 1459736 of Official Records.

Excepting therefrom Lots One through Thirty-Four (1-34) inclusive as shown by map thereof on file in Book 26 of Plats, Page 87, in the Office of the County Recorder of Clark County, Nevada and Certificate of Amendment thereto recorded December 17, 1981 in Book 1500 as Document No. 1459736 of Official Records.

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Lot D-Thirty (D-30) in Block One (1) of Quail Park II, a Commercial Condominium as shown by map thereof on file in Book 26 of Plats, Page 87 in the Office of the County Recorder of Clark County, Nevada, and Certificate of Amendment thereto recorded December 17, 1981 in Book 1500 as Document 1459736 of Official Records.

ATTACHMENT “6”
DISCLOSURE OF PRINCIPALS – PROPERTY OWNER

See Attached

MD-TIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY

MD-TIP CONTRACTING ENTITY INFORMATION

Corporate Name: ALG Corporation

Mailing Address: 840 S Rancho Drive Ste # 4-233 Las Vegas, NV 89106

Business Phone: 702-877-7049

Tax ID or Social Security Number: 202090205

OWNERSHIP INTEREST

Estate in Severalty _____ Tenancy in Common _____

Joint Tenancy _____

DISCLOSURE OF OWNERSHIP/PRINCIPALS:

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

Full Name & Title	Business Address	Business Phone
Antoinette Gill / Owner	601 S Rancho Ste # D 30 Las Vegas, NV 89106	702-877-7049

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*: _____

MD-TIP 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: July 29, 2020

Number of Pages: 3

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: [Signature]

Date: 07/29/2020

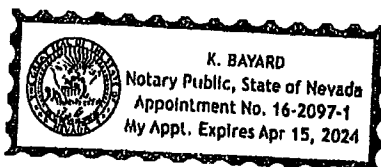
State of Nevada
County of Clark

This instrument was acknowledged before me on

July 29, 2020 (date) by

Antoinette Lashawn Gill (name of person)

[Signature]
Notary Public



LAS VEGAS MEDICAL DISTRICT

MD-TIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – BUSINESS

MD-TIP CONTRACTING ENTITY INFORMATION

Corporate Name: ALG Corporation

Mailing Address: 840 S Rancho Drive Ste # 4-233 Las Vegas, NV 89106

Business Phone: 702-877-7049

Tax ID or Social Security Number: 202090205

TYPE OF BUSINESS

Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☒

DISCLOSURE OF OWNERSHIP/PRINCIPALS:

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

Full Name & Title	Business Address	Business Phone
Antoinette Gill / Owner	601 S Rancho Ste # D 30 Las Vegas, NV 89106	702-877-7049

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*: _____

MD-TIP 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.

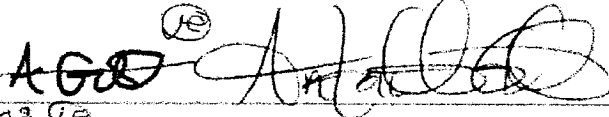
Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

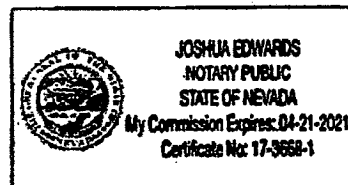
CERTIFICATION OF DISCLOSURE OF OWNERSHIP/PRINCIPAL – REAL PROPERTY

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

Signature: 

Date: 07/07/2020

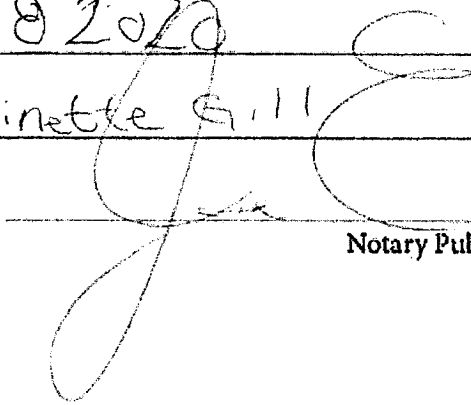
State of Nevada
County of Clark



This instrument was acknowledged before me on

July 8 2020 (date) by

Antoinette Gill (name of person)


Notary Public

ATTACHMENT “7”
Participant Affidavit and Employment Plan

See Attached

MD-TIP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA |
 } ss
 COUNTY OF CLARK |

I, Antoinette Gill, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the ALG Corporation, a company duly organized in the State of Nevada as a corporation, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("RDA") for making improvements to the property at 601 S Rancho Ste # D 30 ("Site"), as more particularly described by the MD-TIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.
2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.
3. Assistance from the RDA will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):
 - a. Encourage the creation of new business or other appropriate development; ☒
 - b. Create jobs or other business opportunities for nearby residents; ☒
 - c. Increase local revenues from desirable sources; ☒
 - d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
 - e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
 - f. Require for their construction, installation or operation the use of qualified and trained labor; and
 - g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒
4. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:
 - a. An Inducement for 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
 - 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
 - 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
 - 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.

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

5. Participant hereby warrants the following:

- a. The property on which the project is situated is free of all Mechanics' Liens at the time of application AS (initial) Landlord must verify
 - b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. AS (initial)
 - c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. AS (initial)
 - d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. AS (initial)
6. 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.
7. 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 8 day of July, 2020.

Authorized Signature: Antoinette Gill

SIGNED AND SWORN TO before me

this 8th day of July 2020, by Antoinette Gill

NOTARY PUBLIC

My Commission Expires: 4-21-2021



JOSHUA EDWARDS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 04-21-2021
Certificate No: 17-3658-1