

SETTLEMENT AGREEMENT

This Agreement ("Agreement") is made by CITY OF LAS VEGAS, a Municipal corporation in the State of Nevada (hereinafter referred to as "City of Las Vegas" and "Plaintiff") (also defined in Section 2.1A) and BANK OF AMERICA, N.A., a national banking association, as successor-in-interest to Bank of America Nevada (hereinafter referred to as "Bank of America" and "Defendant") (also defined in Section 2.1B). All the foregoing parties are sometimes hereinafter collectively referred to as the "Settling Parties."

I.

RECITALS

1.1 On or about May 7, 2007, Plaintiff filed a Complaint against Defendant in the District Court, Clark County, State of Nevada, Case No. A540759 (hereinafter the "Subject Action"), seeking condemnation of a portion of property owned by Defendant (the "Existing Property"). Defendant answered the Complaint and/or amendments thereby denying liability and contesting damages.

1.2 On or about September 19, 2007, City of Las Vegas through its Redevelopment Agency ("RDA") and Bank of America entered into a Disposition and Development Agreement regarding property located at 904 North Martin Luther King Boulevard in Las Vegas ("Redevelopment Agreement"). In essence, the RDA provided property to the Bank of America for the purpose of building a new branch banking facility to replace the branch banking facility that was located on the property to be condemned. On or about September 29, 2008, Bank of America will have completed the branch banking facility at 904 North Martin Luther King Boulevard and anticipates satisfaction of its obligations under the September 19, 2007 Redevelopment Agreement on or about such date.

1.3 Without admitting any fault and denying liability, the Settling Parties now desire to settle and resolve all claims between them which are based upon, arise out of, or relate to the claims made by Plaintiff in the Subject Action and in accordance therewith, all of the Settling Parties are hereby releasing their claims, cross-claims, counterclaims and third-party claims against each other based upon, and subject to, the terms and conditions which are set forth herein.

NOW, THEREFORE, in consideration of the foregoing facts and of the agreements set forth below, Plaintiff and Defendant agree as follows:

II.

DEFINITIONS

2.1 "Settling Parties" shall mean, collectively, all of the following individuals and entities, and each of them:

- A. "Plaintiff" shall mean City of Las Vegas, a Municipal corporation in the State of Nevada and their past, present and future agents, partners, associates, joint venturers, subsidiaries, officers, officials, employees, predecessors, successors, heirs, assigns, insurers, representatives and attorneys, and all persons acting by, through, under or in concert with them, or any of them;
- B. "Defendant" shall mean Bank of America, N.A., a national banking association, and its past, present and future agents, partners, associates, joint venturers, parents, subsidiaries, directors, officers, shareholders employers, employees, predecessors, successors, heirs, assigns, insurers, representatives and attorneys, and all persons acting by, through, under or in concert with them, or any of them.

2.2 "Released Claims" shall mean any and all property disputes, claims, third-party claims, cross-claims and/or counterclaims, liabilities, demands, obligations, causes of action, damages, losses, liens, costs or expenses of any nature whatsoever, known or unknown, anticipated or unanticipated, fixed or contingent, which any of the Settling Parties, and each of them, may now claim to have, or may hereinafter claim to have in the future, against each other which are based upon, arise out of, or are in any way connected with the Subject Action, whether or not referred to in any motions, and further including without limitation any attorneys' fees or expert or other costs incurred in maintaining, and proceeding with, the Subject Action, and further including without limitation any and all claims arising out of the handling of the Subject Action.

III.

CONSIDERATION

In consideration of the mutual assurances, warranties, covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Settling Parties agree with every other Settling Party hereto to perform each of the terms and conditions stated herein, and to abide by the terms of the Agreement:

3.1 Incorporation of Recitals. Each of the Settling Parties warrants to each other the truth and correctness of the foregoing recitals, which are incorporated in this paragraph by reference.

3.2 Consideration. As a material part of this Agreement, except as otherwise provided herein, all claims held by and between the Settling Parties relating to the Subject Action shall be released and dismissed, with prejudice, including any and all claims for attorneys' fees and costs of litigation.

3.2.1 As additional consideration, and as a material part of this Agreement, Defendant has received the total sum of THREE HUNDRED EIGHTY

THOUSAND DOLLARS AND NO CENTS (\$380,000.00) in exchange for its interest in the Existing Property.

3.2.2 Defendant shall convey all of its interest in the Existing Property, including the trailer located on the Existing Property, located in the City of Las Vegas, County of Clark, Nevada known as APN 139-28-312-002, which is more specifically described in Exhibit 1 attached hereto.

3.2.3 The parties will in good faith negotiate the relocation costs for the Defendant to move to a new facility. The Plaintiff shall pay the relocation costs in compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended and NRS Chapter 342.

3.2.4 The conveyance of the Existing Property will be consummated through an escrow (the "Escrow") to be opened at Old Republic Title Company located at 220 East Horizon Drive, Suite D, Henderson, Nevada 89105 with Sue Reilly as the escrow agent (the "Escrow Company"). The Parties shall deliver to Escrow Company executed copies of this Agreement, which Escrow Company shall immediately execute where indicated and, upon the same day, return fully-executed copies hereof to the Parties.

The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Agreement relating to Escrow Agent in writing, delivered to the Parties upon the opening of the Escrow, shall carry out its duties as Escrow Agent hereunder. For purposes of opening and closing escrow, amending any terms of the Agreement other than the compensation, executing any documents other than deeds, the City's Acting Right of Way Superintendent, Nancy Almanzan, or his written designee, is authorized to represent the City of Las Vegas in this matter. The Escrow Company shall issue the usual form of escrow instructions for transactions of the type provided for herein, except that the instructions shall incorporate all terms and conditions of this Agreement, and in addition shall provide the following:

A. Subject to the conditions of closing, as set forth herein, the close of the Escrow shall occur on or about October 1, 2008 (the "Closing Date", "Close of Escrow", and/or the "Closing"). The Terms Closing Date, Close of Escrow and/or the Closing shall mean the date the Deed is recorded by the Escrow Company in the Clark County Recorder's Office.

B. City of Las Vegas shall pay the cost of the CLTA policy of title insurance and all reasonable endorsements. City of Las Vegas shall pay any incremental costs associated with an ALTA extended coverage title insurance policy, if such a policy is elected by City of Las Vegas, and the costs associated with any updated or new ALTA survey, if requested or ordered by City of Las Vegas. City of Las Vegas shall pay all escrow and recording costs, any Documentary Transfer Tax, any fees and costs. It is intended that Defendant shall bear no cost or expense associated with the Escrow or the conveyance of the Existing Property.

C. Real property taxes shall be prorated to Close of Escrow;

D. Any special assessments or fees outstanding on the Property which are of record shall be delineated by Escrow Company and prorated to Close of Escrow; and

E. In the event of any conflict between the terms of this Agreement and the terms of the escrow instructions, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.

3.2.5 Condition of Title. Bank of America agrees to convey title to the Existing Property in an "as is" condition, without warranties or representations whatsoever. The Form of Deed is attached hereto as Exhibit 2.

3.2.6 Title Insurance. City of Las Vegas may cause Old Republic Title Company (the "Title Company") to issue a CLTA policy of title insurance with such reasonable endorsements as requested by City of Las Vegas. The title insurance shall be issued in the amount of the Purchase Price.

3.2.7 Conditions to Close of Escrow. The Parties shall in good faith close as soon as possible under the terms of this Agreement and after the satisfaction of the terms of the Redevelopment Agreement.

IV.

RELEASE

4.1 Mutual Release. In consideration of the settlement payment and promises described in Section III, above, and all the releases set forth herein, the Settling Parties hereby forever release and discharge any and all Released Claims, which the Settling Parties, and each of them, now have, may now claim to have, or may hereinafter claim to have against each other. The Settling Parties expressly recognize and understand that this release is intended as a release of all claims in any way relating to Nevada District Court Case No. A540759, and the parties agree to execute a Stipulation and Order to Dismiss Nevada District Court Case No. A540759, in its entirety, With Prejudice.

4.2 Issues arising under the Redevelopment Agreement between the Parties for the parcel located at 904 North Martin Luther King Boulevard ("MLK") approved September 19, 2007 (Item RA-17-2007 and Agenda Item 72) will be resolved under the terms of the Redevelopment Agreement.

4.3 Except as otherwise expressly set forth herein, the Settling Parties further understand and agree that all rights are hereby expressly waived past, present and future relating to the subject action.

4.4 The Settling Parties represent that their respective counsel of record have explained the effect of a release, based upon that explanation and their independent judgment by the reading of this Agreement, the Settling Parties to this Agreement understand and acknowledge the legal significance and the consequences of the claims being released by this Agreement.

4.5 It is further understood that this Agreement is a compromise of a disputed claim and execution of this agreement is not to be construed as an admission of liability on the part of any Settling Party hereby released and that said Settling Parties each deny liability and intend merely to avoid further litigation.

V.

INDEMNITY

5.1 All parties hereby represent and warrant to each other that they have not heretofore assigned or transferred, or purported to assign or transfer, to any person not a party hereto, claims or rights as to any of the matters referenced herein, or any part or portion thereof. The parties hereto further agree to defend, indemnify and hold each other harmless from and against any claim, demand, damage, liability, accounting, reckoning, obligation, cost, expense, lien, action or cause of action (including the payment of attorneys' fees and costs actually incurred, whether or not litigation has commenced), based upon, or in connection with or arising out of any such assignment or transfer in violation of this representation and warranty.

VI.

DISMISSAL

6.1 After the escrow closing in paragraph 3.2.4, the Settling Parties agree to execute any and all necessary papers to effectuate dismissal of their claims with prejudice against each other in the Subject Action. Each party shall bear their own attorneys' fees and costs associated with prosecuting and/or defending this matter.

VII.

COVENANT NOT TO SUE

7.1 The Settling Parties covenant and agree they will forever refrain from instituting, prosecuting, maintaining, proceeding on or advising to be commenced a lawsuit, arbitration proceeding or any other form of claim against each other which arises out of, or is or may be, in whole or in part, based upon, related to or connected with the claims or issues in this Agreement, except any such claims to enforce the terms and conditions of this Agreement.

VIII.

MISCELLANEOUS REPRESENTATIONS
AND WARRANTIES

The Settling Parties represent and warrant and agree to the following:

8.1 Mutual Cooperation. The Settling Parties hereby agree to cooperate with each other regarding any documents that need to be signed or actions that need to be taken in order to effectuate the intent of this Settlement Agreement. Any party not cooperating by taking such action or signing any documents as requested by notice sent to that particular party as provided for in this Settlement Agreement shall be deemed to have breached this Settlement Agreement.

8.2 Invalidity of Provisions. If any term or provision of this Settlement Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

8.3 Governing Law. This Settlement Agreement is executed and intended to be performed in the State of Nevada, and the laws of Nevada shall govern its interpretation and effect. Any action brought to enforce the terms of this Release shall be brought in either Justice Court or District Court, Clark County, Nevada, whichever court has jurisdiction.

8.4 Entire Agreement. This Settlement Agreement contains the entire agreement of the parties and each party acknowledges there were no other oral agreements, representations, warranties or statements of fact made prior to or at the time of the signing of this Settlement Agreement. Any oral representations or modifications of this Settlement Agreement shall be of no force and effect unless contained in a subsequent, written modification signed by the parties.

8.5 Successors. This Settlement Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors and assigns of each of the parties hereto.

8.6 Captions. Paragraph titles or captions herein are inserted as a matter of convenience and for reference only and in no way define, limit, extend or describe the scope of this Settlement Agreement or any provisions contained herein.

8.7 Time of the Essence. Time is of the essence in this Settlement Agreement and in all provisions contained herein.

8.8. Attorneys' Fees. In the event of any disputes between the parties arising out of this Settlement Agreement, the prevailing party shall be allowed attorneys' fees and costs incurred in any negotiation, mediation, arbitration, litigation or any appeal there from.

8.9 Modification. No alteration, modification or amendment of this Settlement Agreement shall be effective or enforceable unless it shall be in writing and signed by the parties.

8.10 Warrant. The undersigned warrant that they are authorized and have authority to execute this Settlement Agreement on behalf of their respective entities.

8.11 Counterparts. This Settlement Agreement may be executed in facsimile form and in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall constitute one and the same agreement.

8.12 Acknowledgment of the Parties. This Settlement Agreement is the entire, complete, sole and only understanding and agreement of, by and between the Settling Parties pertaining to the subject matter expressed herein, and there are no independent, collateral, different, additional and other understandings or agreements, oral or written, or obligations to be performed, things to be done, or payments to be made; and further, no promise, inducement or consideration other than the issuance of said draft, has been made or agreed upon.

8.13 Effectiveness. This Settlement Agreement shall become effective following execution by all the parties.

8.14 Advice of Counsel. Each Settling Party has received independent legal advice from their attorneys with respect to the advisability of making the settlement provided for herein, and with respect to the advisability of executing this Settlement Agreement.

8.15 Representations. No Settling Party, nor officer, agent, partner, employee, representative, trustee or attorney of or for any party, has made any statement or representation to any other party regarding any fact relied upon in entering into this Settlement Agreement. Each Settling Party does not rely upon any statement, representation or promise of any other party, or any officer, agent, partner, employee, representative, trustee or attorney for any other party, in executing this Settlement Agreement, or in making the settlement provided for herein, except as expressly stated in this Settlement Agreement.

8.16 Investigation. Each Settling Party to this Settlement Agreement has made such investigation of all the facts pertaining to this Settlement Agreement, and of all the matters pertaining thereto, as it deems necessary.

8.17 Rule of Construction. Each Settling Party warrants and represents that (i) this Settlement Agreement in its reduction to final written form is a result of extensive good faith negotiations between the parties through their respective counsel; (ii) said counsel have carefully reviewed and examined this Settlement Agreement for execution by said parties, or any of them; and (iii) any statute or rule of construction (that ambiguities are to be resolved against the drafting party) shall not be employed in interpretation of this Settlement Agreement.

8.18 Waiver. No breach of this Release can be waived except in writing signed by the party waiving the breach. Waiver of breach of one provision shall not be construed as a waiver of a breach of any other provision of this Release.


BY SIGNING THIS SETTLEMENT AGREEMENT, THE UNDERSIGNED DO THEREBY ACKNOWLEDGE AND WARRANT:

That said Settlement Agreement was first carefully read in its entirety by the undersigned and was and is understood and known to be a full and final compromise, settlement, release, accord and satisfaction and discharge of all claims, actions and causes of action and suits, as above stated with respect to the Incident; that said Settlement Agreement was signed and executed voluntarily upon advice of independent counsel and without reliance upon any statement or representation of or by any other party to the Settlement Agreement, or any representative, or agent of the same, concerning the nature, degree and extent of damage, loss or injuries, or legal liability therefore.

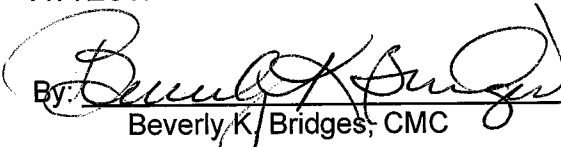
IN WITNESS WHEREOF, each party has executed this Agreement.

CITY OF LAS VEGAS, a Municipal corporation


DATED: 1/5/09


Oscar B. Goodman, Mayor

ATTEST:

By:  1/7/09
Beverly K. Bridges, CMC Date

APPROVED AS TO FORM:

By:  10/29/08
Deputy City Attorney Date

BANK OF AMERICA, N.A., a national banking association

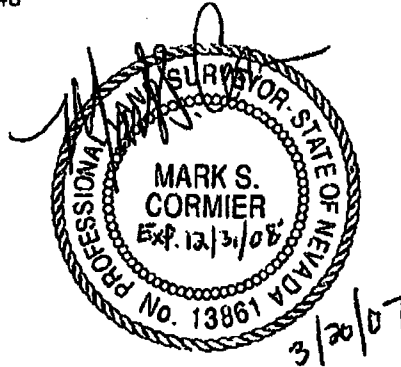
DATED: 10/21/08

By: 
Jay Taylor, Senior Vice President

EXHIBIT "1"



CONSULTING ENGINEERS • PLANNERS • SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148



W.O. 6224
FEBRUARY 20, 2006
REV: 3/20/07
BY: KAK
P.R. BY: MSC
PAGE 1 OF 3

EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTHWESTERLY OF WASHINGTON AVENUE AND MARTIN LUTHER KING BOULEVARD, BEING APN 139-28-312-002, FOR RIGHT-OF-WAY TAKE PURPOSES.

LEGAL DESCRIPTION
RIGHT-OF-WAY TAKE

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER SECTION CORNER OF SAID SECTION 28; THENCE SOUTH 00°10'54" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 28 A DISTANCE OF 212.80 FEET TO THE POINT OF BEGINNING:

THENCE NORTH 89°47'00" WEST, DEPARTING SAID EAST LINE, 138.94 FEET; THENCE NORTH 00°13'00" EAST, 172.89 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF WASHINGTON AVENUE; THENCE SOUTH 89°44'50" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, 68.19 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY, 87.48 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83°32'05" TO THE WESTERLY RIGHT-OF-WAY OF MARTIN LUTHER KING BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THROUGH ITS VARIOUS CURVES AND COURSES AS FOLLOWS: SOUTH 06°12'45" EAST, 91.62 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 143.26 FEET; THENCE SOUTHERLY, 15.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°23'39"; THENCE SOUTH 00°10'54" WEST, 12.57 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

LEGAL DESCRIPTION CONTINUED
W.O. 6224
FEBRUARY 20, 2006
REV: 3/20/07
PAGE 2 OF 3

CONTAINING A TOTAL OF 22,115 SQUARE FEET (0.508 ACRES), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

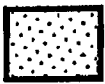
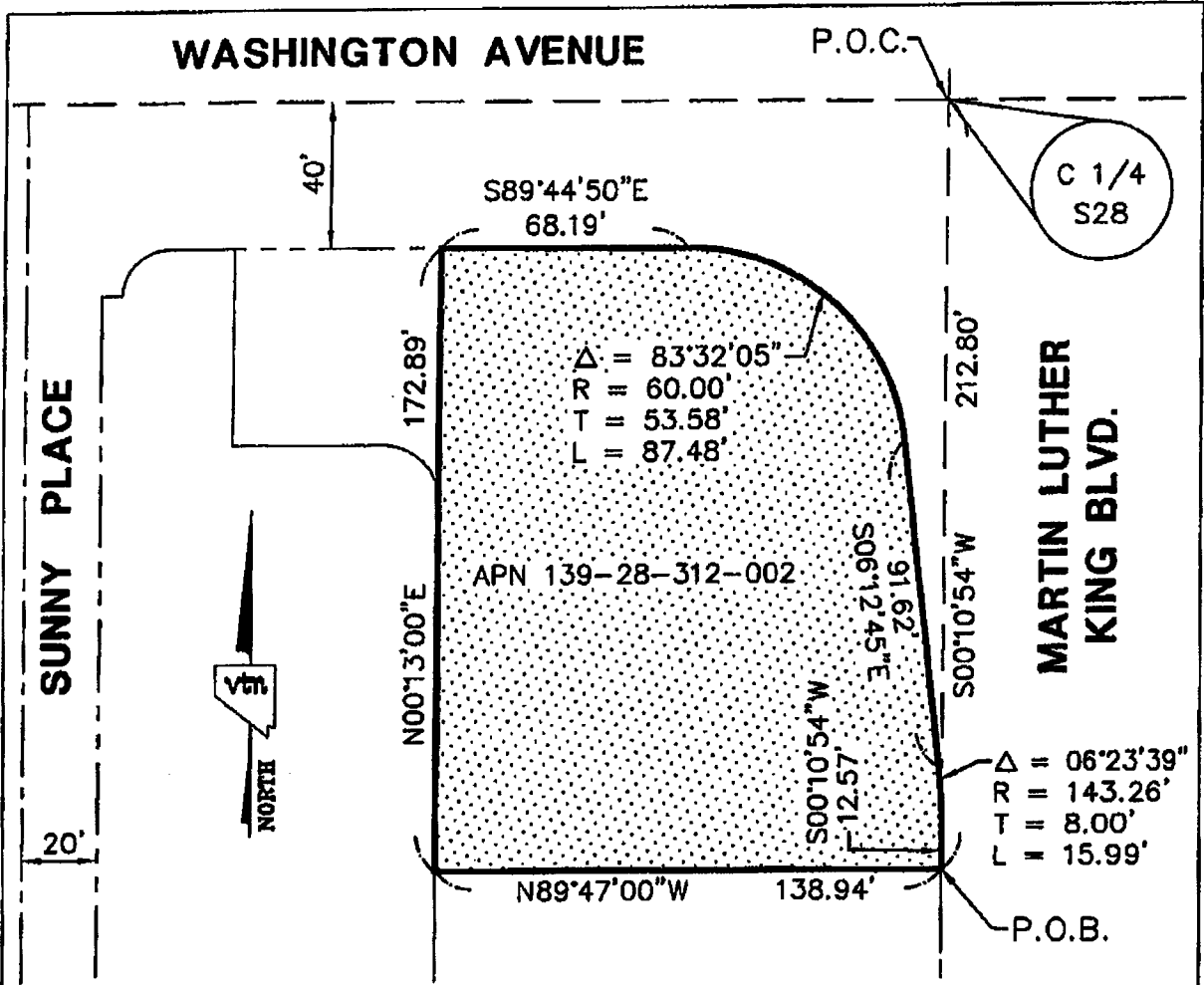
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PROJECT IS NORTH 00°10'54" EAST, BEING THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON A RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 148 AT PAGE 79.

PREPARED BY: MARK S. CORMIER, PLS 13861, VTN NEVADA, 2727 S. RAINBOW BOULEVARD, LAS VEGAS, NV. 89146 (702) 873-7550

END OF DESCRIPTION.

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AREA OF ROW TAKE P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT

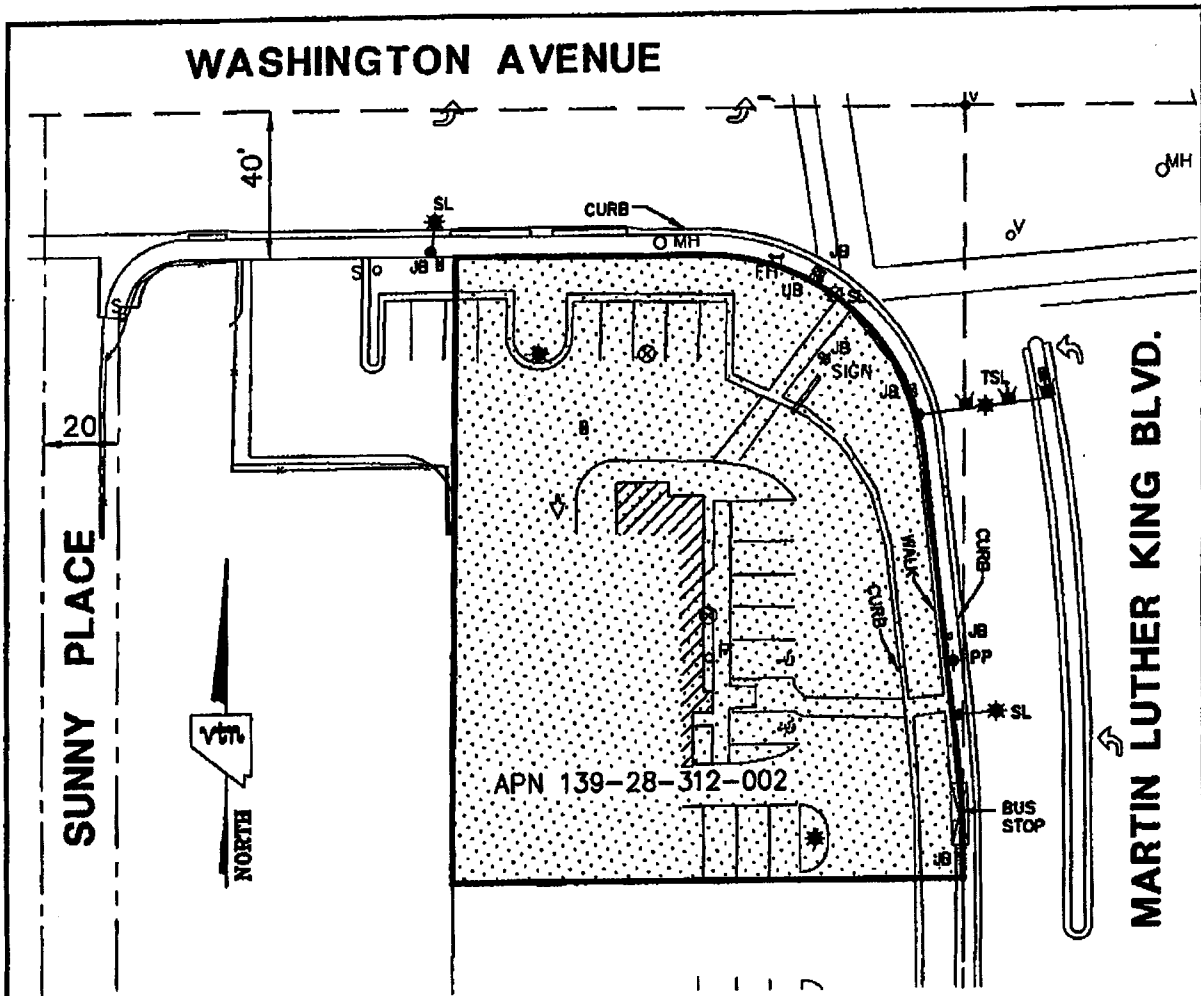
OWNER BANK AMERICA NEVADA
 PARCEL NO. 139-28-312-002
 SECTION, TOWNSHIP, RANGE SECTION 28, T. 20 S., R. 61 E., M.D.M.
 TOTAL AREA OF PARCEL 22,115 S.F. (0.508 ACRES)
 AREA OF R/W TAKE 22,115 S.F. (0.508 ACRES)
 AREA OF R/W TAKE WITHIN U.S.A. PATENT EASEMENT NA
 AREA OF R/W TAKE COVERED BY EXISTING STREET IMPROVEMENTS NA
 TOTAL REMAINING AREA OF PARCEL -----
 REFERENCE: 930129:02425

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VTM
nevada
 2727 S. RAINBOW BOULEVARD
 LAS VEGAS, NEVADA 89146-5148

PROJECT: MARTIN LUTHER KING BLVD.
 EXHIBIT TO ACCOMPANY LEGAL
APN 139-28-312-002
 FOR: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS

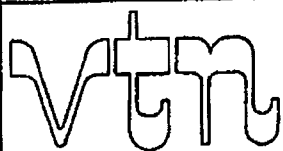
SCALE	HORZ. 1"=50'
	VERT. --
W.O. NO.	6224
DRAWN BY:	KAK
DATE:	REV:2/23/07
SHEET 3 OF 3	



LEGEND

- SL STREET LIGHT
 - PP POWER POLE
 - MH MANHOLE
 - V VALVE
 - UB UTILITY BOX
 - JB JUNCTION BOX
 - TSL TRAFFIC SIGNAL LIGHT
 - FH FIRE HYDRANT
-
- AREA OF ROW TAKE

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nevada
 2727 S. RAINBOW BOULEVARD
 LAS VEGAS, NEVADA 89146-5148

MARTIN LUTHER KING BLVD.
 EXHIBIT TO ACCOMPANY LEGAL
 APN 139-28-312-002

CITY OF LAS VEGAS
 DEPARTMENT OF PUBLIC WORKS

SCALE	HORZ. 1"=50'
	VERT. --
W.O. NO.	6224MLK
DRAWN BY:	KAK
DATE:	REV:2/23/07
SHEET 1 OF 1	

Exhibit 2

Form of Deed

R.P.T.T.: -0- (Exempt #2 - govt entity)
APN: 139-28-312-002

Title Order No. 5114007991
Escrow No. 5114007991-SR

WHEN RECORDED MAIL TO:

City of Las Vegas, A Municipal Corporation of the
Co. of Clark, State of Nevada
400 Stewart Avenue
c/o Right-of-Way Dept (Kevin Cerny)
Las Vegas, NV 89101

MAIL TAX STATEMENTS TO:

Grantee at address above

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Bank of America, N.A., a national banking association, successor-in-interest to Bank of America Nevada

hereby GRANT(S), BARGAIN(S), SELL(S) AND CONVEY(S) to

City of Las Vegas, A Municipal Corporation of the County of Clark, State of Nevada,

that property in Clark County, Nevada, described as:

*** See "Exhibit A" attached hereto and made a part hereof ***

Dated October 17, 2008

Bank of America, N.A., a national banking association,
successor-in-interest to Bank of America Nevada

By: _____
Jay Taylor
Senior Vice President

State of _____
County of _____

This instrument was acknowledged before me on _____
by Jay Taylor as Senior Vice President of Bank of America, N.A. a national banking association.

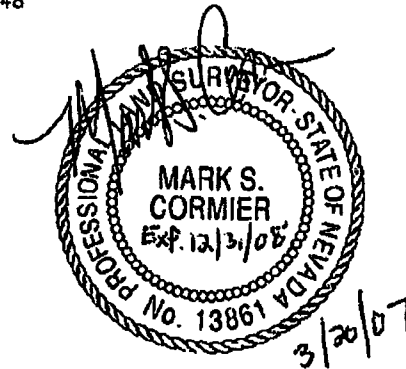
Signature of notarial officers

EXHIBIT "A"



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148



W.O. 6224
FEBRUARY 20, 2006
REV: 3/20/07
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PAGE 1 OF 3

EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTHWESTERLY OF WASHINGTON AVENUE AND MARTIN LUTHER KING BOULEVARD, BEING APN 139-28-312-002, FOR RIGHT-OF-WAY TAKE PURPOSES.

LEGAL DESCRIPTION
RIGHT-OF-WAY TAKE

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER SECTION CORNER OF SAID SECTION 28; THENCE SOUTH 00°10'54" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 28 A DISTANCE OF 212.80 FEET TO THE POINT OF BEGINNING:

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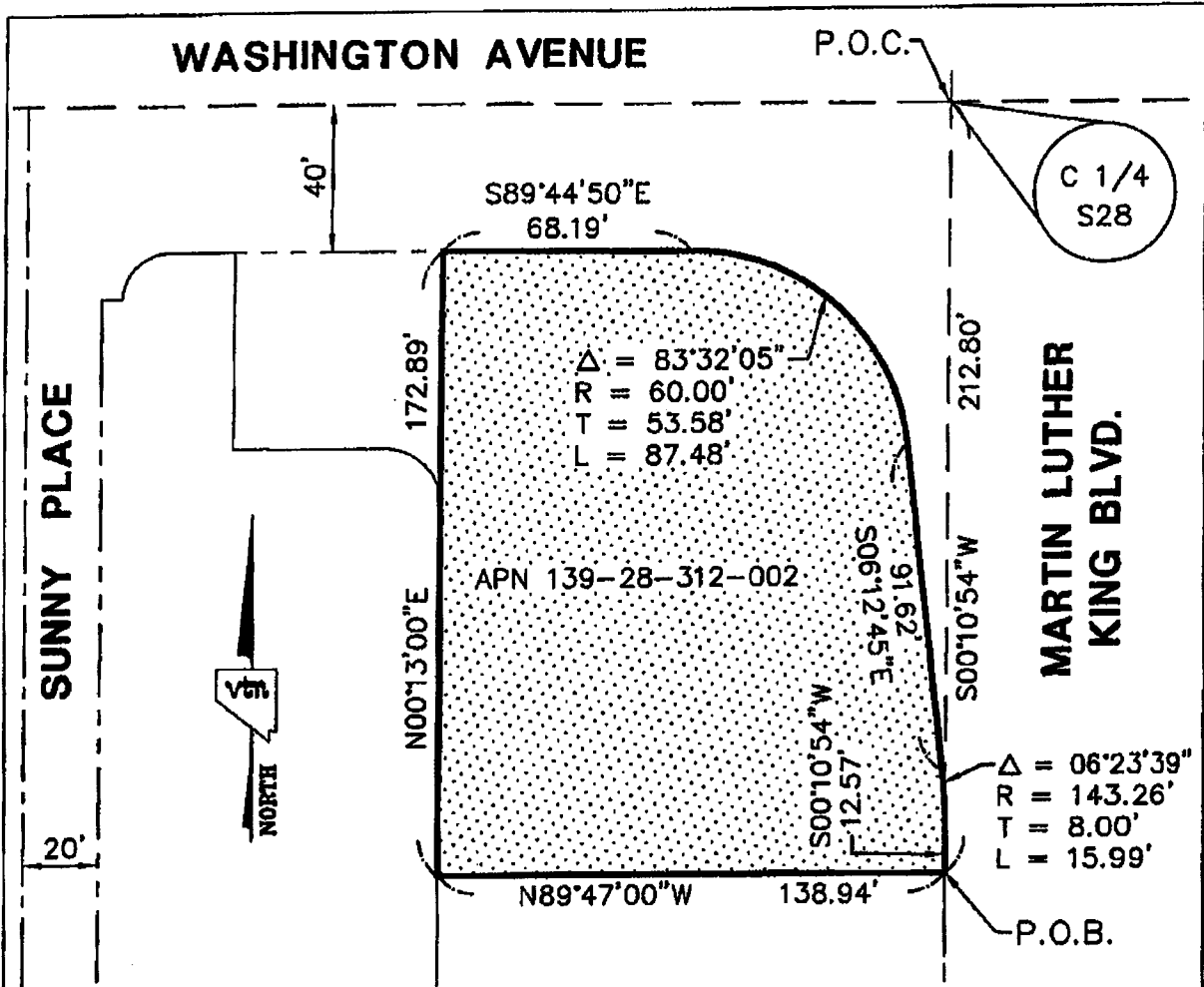
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PREPARED BY: MARK S. CORMIER, PLS 13861, VTN NEVADA, 2727 S. RAINBOW BOULEVARD, LAS VEGAS, NV. 89146 (702) 873-7550

END OF DESCRIPTION.

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REF:G:\6224\6224LEGAL-OPT4.DWG(BR-28-312-002RW-2)



AREA OF ROW TAKE

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

OWNER BANK AMERICA NEVADA

PARCEL NO. 139-28-312-002

SECTION, TOWNSHIP, RANGE SECTION 28, T. 20 S., R. 61 E., M.D.M.

TOTAL AREA OF PARCEL 22,115 S.F. (0.508 ACRES)

AREA OF R/W TAKE 22,115 S.F. (0.508 ACRES)

AREA OF R/W TAKE WITHIN U.S.A. PATENT EASEMENT NA

AREA OF R/W TAKE COVERED BY EXISTING STREET IMPROVEMENTS NA

TOTAL REMAINING AREA OF PARCEL -----

REFERENCE: 930129:02425

G:\6224\6224LEGAL-OPT4.DWG(28-312-002RW-2)

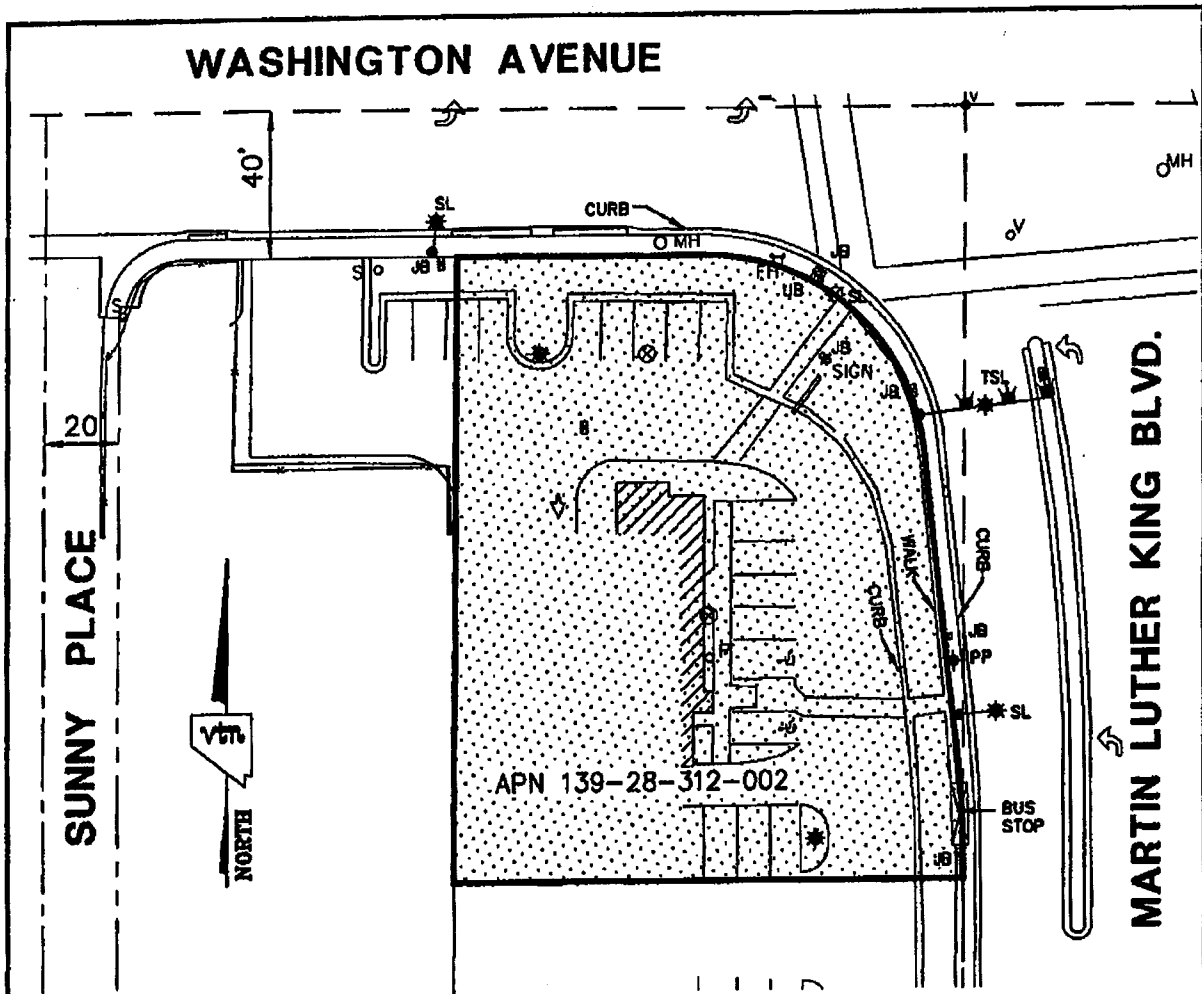
VTM
nevada

2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

PROJECT: MARTIN LUTHER KING BLVD.
EXHIBIT TO ACCOMPANY LEGAL
APN 139-28-312-002

FOR: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS

SCALE	HORZ. 1"=50'
	VERT. --
W.O. NO.	6224
DRAWN BY:	KAK
DATE:	REV:2/23/07
SHEET 3 OF 3	



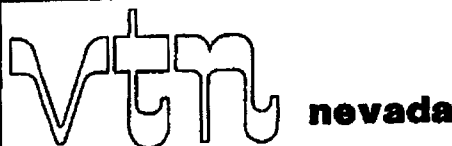
LEGEND

- SL STREET LIGHT
- PP POWER POLE
- MH MANHOLE
- V VALVE
- UB UTILITY BOX
- JB JUNCTION BOX
- TSL TRAFFIC SIGNAL LIGHT
- FH FIRE HYDRANT



AREA OF ROW TAKE

G:\6224\6224LEGAL-OPT4(BR-33-28-312-002RW-2)



2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

MARTIN LUTHER KING BLVD.
EXHIBIT TO ACCOMPANY LEGAL
APN 139-28-312-002

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS

SCALE	HORZ. 1"=50'
	VERT. --
W.O. NO.	6224MLK
DRAWN BY:	KAK
DATE:	REV:2/23/07
SHEET 1 OF 1	