SETTLEMENT AGREEMENT FOR THE DECATUR AND CHARLESTON INTERSECTION WIDENING PROJECT

This Settlement Agreement ("Agreement") is made and entered into this 6TH day of July, 2011 by and between the City of Las Vegas, a municipal corporation in the State of Nevada (the "City") and Bank of America, NT&SA, a (U.S.) corporation per NRS 666.035(1), f/k/a Bank of America Nevada, f/k/a Bank Building, Inc. (collectively "Bank of America"). City and Bank of America are individually or collectively referred to herein as the "Settling Party" or "Settling Parties."

RECITALS

WHEREAS, City is designing a project known as the Decatur and Charleston Intersection Widening Project, City Project Number 37187 ("Project"); and

WHEREAS, the Project requires additional public right-of-way and easements over a portion on Assessor's Parcel Number 162-06-111-002 ("Property") in order to construct a right turn lane and permanent easements on the Property for a bus shelter and a traffic signal and a temporary construction easement on the Property; and

WHEREAS, City filed a Condemnation Action to acquire all right, title and interest to a portion of the Property in March 2009, attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, pursuant to the Order Granting Motion for an Order Permitting Occupancy Pending Entry of Judgment, City deposited One Hundred Eighty Six Thousand Two Hundred Twenty Five Dollars and No Cents ($186,225.00); and

WHEREAS, the Settling Parties now desire to settle any and all disputes and claims related to this as they relate to the Condemnation Action on the Property;

NOW, THEREFORE, in consideration of the foregoing facts and terms, conditions and covenants set forth below, the Settling Parties hereto agree as follows:

ARTICLE I
LAND USE RELATED ISSUES

1. City agrees that, Bank of America, or any of its affiliates, subsidiaries, or successors may operate a business in the existing building on the Property or construct a new one-story building on the existing building footprint, regardless of the use on the Property, and no landscaping buffer shall be required on the Property.

2. City agrees that, so long as Bank of America continues to operate a retail banking branch in the existing building (or any replacement upon damage or destruction) on the Property, Bank of America may, at its sole discretion, restripe the parking lot to reconfigure the parking configuration on the Property. Any restriping of the existing parking lot shall conform with Americans with Disability Act of 1990, as amended, shall conform with City of Las Vegas design standards regarding Fire Department

access, and shall not reduce the number of parking spaces below the forty (40) spaces required by the City's Municipal Code based on the current land use on the Property. The Settling Parties agree that the changes to the existing parking lot constructed by the City as part of the Project shall not cause the existing parking lot to be non-compliant with the Americans with Disability Act of 1990, as amended, City of Las Vegas Fire Department access standards, or the number of parking spaces for the existing land use required by the City's Municipal Code.

3. City agrees that so long as Bank of America, or any of its affiliates, subsidiaries, or successors continues to operate the drive thru banking facility on the Property as currently configured, the City waives any storage requirements for automobiles utilizing the drive thru. In addition, City agrees that so long as Bank of America or any of its affiliates, subsidiaries, or successors continues to own or operate the existing building (or any replacement upon damage or destruction) on the Property, no changes to the driveway along Charleston Boulevard that services the drive thru (the driveway that is being reconstructed by the Project) will be required.

4. City agrees that so long as Bank of America or any of its affiliates, subsidiaries, or successors, continues to own or operate the existing building on the Property, upon completion of the Project, there will be only one entrance/exit driveway along Charleston Boulevard and that this driveway can be used for vehicles to enter and exit the Property and that no additional driveways along Charleston Boulevard will be required.

ARTICLE II
PROJECT RELATED ISSUES

1. City agrees, at its sole cost and concurrent with the construction on the Project, to remove the existing landscaped island that currently diverts traffic through the Property parking lot to facilitate operations of the drive thru and to pave the area to match the adjacent asphalt parking lot.

2. City agrees, at its sole cost and concurrent with the construction on the Project, to remove and relocate the existing Bank of America sign at the corner of the Property to a location approved by the Bank. City agrees to use all reasonable efforts to remove and relocate the sign to minimize the amount of time the sign is not visible to the public not to exceed seven (7) days. The location of the relocated sign shall be coordinated with an on-site Bank of America representative.

3. City agrees that upon completion of the Project, the reconstructed driveways shall meet all Clark County area design standards and that Bank of America or its successor will not be required to reconstruct the parking lot on the Property to accommodate the Project.

ARTICLE III
NO ADMISSION OF LIABILITY

It is further understood that this Agreement is a compromise of a dispute between the Settling Parties and the execution of this Agreement is not to be construed as an admission of liability on the part of Settling Parties and the Settling Parties deny liability therefore and that this Agreement intends merely to avoid the cost of further litigation and buy its peace.

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ARTICLE IV
COVENANT NOT TO SUE

The Parties covenant and agree they will forever refrain from instituting, prosecuting, maintaining, proceeding on or advising a lawsuit be commenced against the other which arises out of, or is or may be, in whole or in part, based upon, related to, or connected with the Condemnation Action. This covenant in no way limits the rights of the Parties to seek judicial remedies to enforce the terms of this Settlement Agreement

ARTICLE V
MISCELLANEOUS REPRESENTATIONS AND WARRANTIES

1. Bank of America acknowledges that, subject to the terms of this Agreement, all future development on or redevelopment of the Property, including any changes to the existing building or site that require City action, will be required to conform to the City's Municipal Code's land use entitlement requirements. The City acknowledges that the Condemnation Action required the removal of the existing perimeter landscaping on the Property along Charleston Boulevard and Decatur Boulevard and the removal or restriction of the use of sixteen (16) parking spaces on the Property, and these impacts will be considered if a new project that is multi-story on the existing building footprint or exceeds the existing building footprint is proposed on the Property.

2. The Settling Parties agree to execute the Stipulation and Judgment of Condemnation, attached hereto as Exhibit B, attached hereto and incorporated herein by this reference, to settle the Condemnation Action in its entirety.

3. Each Settling Party has received independent legal advice from its attorney with respect to the advisability of making the settlement provided for herein and the execution of this Agreement.

4. Neither Settling Party, nor any officer, agent, council member, partner, employee, representative, trustee or attorney of or for any Settling Party, has made any statement or representation to the other Settling Party regarding any fact relied upon entering into this Agreement and each Settling Party is not relying upon any statement, representation or promise of the other Settling Party, and officer, agent, council member, partner, employee, representative, trustee or attorney of the Settling Party in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

5. Each Settling Party to this Agreement has made such investigations of the facts pertaining to this Agreement and the settlement set forth herein, and all of the matters pertaining thereto, as it deems necessary.

6. Each Settling Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The person(s) executing this Agreement on behalf of the Settling Party is empowered to do so and thereby bind the Settling Party.

7. In entering into this Agreement and the settlement provided for herein, each Settling Party assumes the risk of any misrepresentation or mistake. This Agreement is intended to be, and hereby is, final and binding upon the Settling Parties, regardless of any claims of

misrepresentations, promise made without intent to perform, concealment of act, mistake of fact or law, or of any other circumstance whatsoever.

8. Each Settling Party warrants and represents that (i) this Agreement in its reduction to final written form is a result of extensive good faith arms length negotiations between the Settling Parties through their respective representatives; (ii) said representatives have carefully reviewed and examined this Agreement for execution by the Settling 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 the interpretation of the Agreement.

9. The prevailing party in any action brought to enforce the terms of this Agreement shall be entitled to its reasonable attorneys' fees and costs incurred in enforcing this Agreement.

10. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Settling Parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of Nevada. Claims to enforce this Agreement are subject to arbitration in accordance with the rules of the American Arbitration Association.

11. This Agreement is the entire agreement between the Settling Parties with respect to the Project, and supersedes all prior and contemporaneous oral and written agreements and discussions.

12. This Agreement is binding upon and shall inure to the benefit of the Settling Parties hereto and each of their present and former respective heirs, successors in interest, agents, employees, servants, principals, council members, assigns, assignors, executors, guarantors, attorney's associates, affiliates and/or any other person or entity otherwise related or connected to the Settling Parties.

13. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

14. The Settling Parties agree to record a memorandum of agreement with the Clark County Recorder's office in the form attached hereto as Exhibit C.

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15. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement 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.

The Settling Parties hereby certify that each has read all of the Agreement and fully understand the same.

IN WITNESS WHEREOF, the Settling Parties have executed this Agreement as of the day and year first written above.

CITY OF LAS VEGAS

By: Carolyn Goodman
~~Oscar B. Goodman, Mayor~~

Carolyn G. Goodman, Mayor

ATTEST:

By Beverly K. Bridges 7/7/11
Beverly K. Bridges, MMC City Clerk Date

APPROVED AS TO FORM:

By John S. Kadilla 6/14/11
Deputy City Attorney Date

BANK OF AMERICA, NT&SA

By: Judy Wilkinson 5-19-11
Judy Wilkinson
Assistant Vice President

EXHIBIT A

Condemnation Action

ORIGINAL

COMP
BRADFORD R. JERBIC
City Attorney
Nevada Bar No. 1056
JOHN S. RIDILLA
Deputy City Attorney
Nevada Bar No. 9664
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702)386-1749
Email: JRidilla@LasVegasNevada.gov
Attorneys for CITY OF LAS VEGAS

FILED

MAR 6 3 30 PM '09

CLERK OF T...

NF

DISTRICT COURT

CLARK COUNTY, NEVADA

CITY OF LAS VEGAS, NEVADA, a municipal corporation,

Plaintiff,

vs.

BANK BUILDING, INC., a Nevada corporation; VALLEY BANK OF NEVADA, a Nevada corporation; NEVADA POWER COMPANY; CENTRAL TELEPHONE; and any and all known and unknown DOES I through V claiming any right, title or interest in or to the subject property,

Defendants.

CASE NO. A584544
DEPT. NO. II

EXEMPT FROM ARBITRATION:
Action Concerning Title to Real Property

COMPLAINT IN EMINENT DOMAIN

Plaintiff CITY OF LAS VEGAS, NEVADA, through its Attorneys, BRADFORD R. JERBIC, City Attorney, by JOHN S. RIDILLA, Deputy City Attorney, for its causes of action against Defendants alleges and claims as follows:

I.

That the CITY OF LAS VEGAS is, and at all relevant times herein was, a municipal corporation of the State of Nevada, duly incorporated and acting under and by virtue of that

RECEIVED
MAR 06 2009
CLERK OF THE COURT

certain act of the Legislature of the State of Nevada approved April 24, 1971, entitled "An Act incorporating the City of Las Vegas, in Clark County, Nevada and defining the boundaries thereof, under a new charter and providing for other matters properly relating thereto"; and all subsequent amendments thereto, now in full force and effect constituting the present Charter (hereinafter the "City Charter") of the Plaintiff, CITY OF LAS VEGAS, NEVADA.

II.

Plaintiff is informed and believes and herein alleges that Defendants are and were at all times pertinent hereto, residents of Clark County, State of Nevada, or have an interest in the Subject Property.

III.

That Plaintiff CITY OF LAS VEGAS has commenced this action to acquire all right, title and interest to a portion of Defendant's real property located at the southwest corner of the intersection of South Decatur Boulevard and West Charleston Boulevard, and the improvements thereon, if any, described in legal descriptions for the right-of-way for a right turn lane, permanent bus shelter easement, permanent traffic signal easement, and temporary construction easement labeled as Exhibit "1," attached hereto and incorporated herein as a part of this Complaint. This property and the improvements thereon, if any, are located in the County of Clark, State of Nevada and are hereinafter referred to as the "Subject Property."

IV.

The names of all of the owners, occupants and claimants of the Subject Property insofar as known to the Plaintiff at the time of the filing of this Complaint, are as follows:

(a) The Defendants BANK BUILDING, INC., a Nevada corporation, as to an undivided 100% interest;

(b) The Defendant VALLEY BANK OF NEVADA, a Nevada corporation, may have an interest in the Subject Property pursuant to a lease recorded June 26, 1984, in Book

Las Vegas City Attorney
400 E. Stewart Ave., 9th Floor
Las Vegas, Nevada 89101
702-229-6629

1945 as Document No. 1904834 of the official records of the Clark County Recorder's Office.

(c) The Defendant NEVADA POWER COMPANY may have an interest in the Subject Property pursuant to a power line easements recorded March 6, 1973, in Book 307 as Document No. 266160 and in Book 307 as Document No. 266161 of the official records of the Clark County Recorder's Office.

(d) The Defendant CENTRAL TELEPHONE COMPANY may have an interest in the Subject Property pursuant to communication line easement recorded March 6, 1973, in Book 307 as Document No. 266160 of the official records of the Clark County Recorder's Office.

V.

The Plaintiff has been informed and believes, and therefore alleges, that there are or may be others, persons, corporations, partnerships or other entities, identified as DOES I through V herein who have, or claim to have, an interest in the Subject Property and whose names are unknown to the Plaintiff at this time. When their true names and identities are ascertained, Plaintiff will seek leave of this Court to amend its Complaint to add the names of any additional interested Defendants.

VI.

Plaintiff, through its City Council, is authorized and empowered to acquire, either in fee or any lesser estate or interest, real property or any interests therein for right-of-way purposes through the exercise of its power of eminent domain under and by virtue by the City Charter § 2.140, and NRS Chapter 37, et seq.

VII.

Section 2.140 of Article II of the City Charter provides, in part, as follows:

> The City Council may acquire the property within or without the corporate boundaries of the City for any City purpose, in fee simple or any lesser interest or estate, by purchase, exchange, gift, demise, lease or condemnation.

...

...

Las Vegas City Attorney
400 E. Stewart Ave., 9th Floor
Las Vegas, Nevada 89101
702-229-6629

VIII.

Pursuant to the provisions of Section 2.140 of the Las Vegas City Charter, at a duly noticed public meeting held on March 21, 2007, the City Council of the Plaintiff authorized the acquisition of the Subject Property through the use of its power of eminent domain. A copy of the minutes of that meeting is attached hereto as Exhibit "2" and incorporated herein as a part of this Complaint.

IX.

The City Council declared that the public interest and necessity required the acquisition of the Subject Property for a public purpose, to wit: street and highway improvements for the Decatur Boulevard Street Improvement Project, and that the same has not been appropriated to a prior public use, and that the acquisition of Subject Property is in a manner most compatible with the greatest public good and the least private injury.

X.

A map showing the boundaries of the Subject Property is attached hereto as Exhibit "3," and by this reference incorporated herein as a part of this Complaint.

XI.

That Plaintiff has been unable to reach an agreement with the Defendants for the purchase of the Subject Property because negotiations for the acquisition thereof have failed between the parties.

XII.

That it is the intention of Plaintiff in good faith to complete the construction of the aforesaid improvements in a timely manner.

XIII.

That in the event there are two or more estates or divided interests in the Subject Property, NRS 37.115 entitles the Plaintiff to have the amount of the award first determined, first, as between the Plaintiff and the Defendants claiming any interest therein and, secondly, as between the Defendants, in a later and separate hearing in the above-entitled matter as to their respective share in and to the award.

Las Vegas City Attorney
400 E. Stewart Ave., 9th Floor
Las Vegas, Nevada 89101
702-229-6629

XIV.

That Plaintiff CITY OF LAS VEGAS has taken all preliminary steps required by law to institute this proceeding.

WHEREFORE, Plaintiff prays that this Honorable Court do the following:

1. Ascertain and assess the amount of reasonable and just compensation due the Defendants for the Subject Property sought to be condemned by this proceeding; and render judgment against each and every Defendant condemning their respective interests in the Subject Property as hereinbefore described and thereafter upon compliance with the terms of such judgment, enter a final order of condemnation granting to the Plaintiff title and right to the Subject Property;

2. Ascertain and assess the amount of reasonable and just compensation due the Defendants for the necessary easements on the Subject Property sought to be condemned by this proceeding;

3. Render judgment against each and every Defendant condemning their respective interests in the Subject Property as hereinbefore described and thereafter upon compliance with the terms of such judgment, enter a final order of condemnation granting to the Plaintiff CITY OF LAS VEGAS the aforementioned right-of-way and easement on the Subject Property; and

4. For such other and further relief as the Court deems just and proper.

DATED this 24 day of February, 2009.

BRADFORD R. JERBIC
City Attorney

By: John S. Ridilla
JOHN S. RIDILLA
Deputy City Attorney
Nevada Bar No. 9664
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

VERIFICATION

Under penalties of perjury, the undersigned declares the following: That he is the Mayor of the City of Las Vegas, Plaintiff herein, and is authorized to verify the foregoing Complaint in Eminent Domain for and on behalf of the Plaintiff herein; that he has read the Complaint in Eminent Domain and knows the contents thereof; that the pleading is true of his knowledge except as to those matters stated on information and belief and as to such matters he believes them to be true.

EXECUTED on this 26TH day of February 2009, at Las Vegas, Nevada.

OSCAR B. GOODMAN, Mayor

ATTEST:

BEVERLY K. BRIDGES, City Clerk

Las Vegas City Attorney
400 E. Stewart Ave., 9th Floor
Las Vegas, Nevada 89101
702-229-6629

EXHIBIT "1"

EXHIBIT A
LEGAL DESCRIPTION

PORTIONS OF LOT 2 AS SHOWN IN BOOK 55 PAGE 94 OF PLATS ON FILE IN THE RECORDER'S OFFICE OF CLARK COUNTY, NEVADA. LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

PARCEL A
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA; THENCE ALONG THE SOUTH LINE OF SAID SECTION 36, BEING THE CENTERLINE OF CHARLESTON BOULEVARD, NORTH 89°45'03" WEST, A DISTANCE OF 305.92 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°14'57" WEST, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**, AND THE NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 2, SOUTH 89°45'03" EAST, A DISTANCE OF 172.34 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 54.00 FEET; THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE AND SAID CURVE, AN ARC LENGTH OF 64.47 FEET, THROUGH A CENTRAL ANGLE OF 68°24'36" TO A POINT HEREAFTER REFERRED TO AS "**POINT A**", SAME BEING THE CUSP OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 68°39'33" WEST; THENCE DEPARTING SAID BOUNDARY LINE, NORTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 27.45 FEET, THROUGH A CENTRAL ANGLE OF 62°54'46"; THENCE NORTH 84°15'14" WEST, A DISTANCE OF 74.58 FEET; THENCE NORTH 89°45'03" WEST, A DISTANCE OF 71.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 105.00 FEET; THENCE WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 35.46 FEET, THROUGH A CENTRAL ANGLE OF 19°21'08" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 95.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 19°36'05" WEST; THENCE WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 21.84 FEET, THROUGH A CENTRAL ANGLE OF 13°10'17" TO THE WEST LINE OF SAID LOT 2; THENCE ALONG SAID WEST LINE, NORTH 00°14'57" EAST, A DISTANCE OF 0.55 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 2,301 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

PARCEL B
COMMENCING AT THE AFOREMENTIONED "**POINT A**" AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 54.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 68°39'33" WEST; THENCE SOUTHERLY ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID LOT 2 AND SAID CURVE, AN ARC LENGTH OF 20.12 FEET, THROUGH A CENTRAL ANGLE OF 21°21'11" TO THE **POINT OF BEGINNING** AND THE EASTERLY BOUNDARY LINE OF SAID LOT 2; THENCE ALONG SAID EASTERLY BOUNDARY LINE, SOUTH 00°00'44" WEST, A DISTANCE OF 84.80 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 840.00 FEET; THENCE SOUTHERLY ALONG SAID BOUNDARY LINE AND SAID CURVE, AN ARC LENGTH OF 81.50 FEET, THROUGH A CENTRAL ANGLE OF 05°33'33"; THENCE DEPARTING SAID BOUNDARY LINE, NORTH 84°25'43" WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 830.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 84°25'43" WEST; THENCE NORTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 80.53 FEET, THROUGH A CENTRAL ANGLE OF 05°33'33"; THENCE NORTH 00°00'44" EAST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 5.19 FEET, THROUGH A CENTRAL ANGLE OF 09°55'00"; THENCE NORTH 09°55'44" EAST, A DISTANCE OF 55.46 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 1,372 SQUARE FEET, MORE OR LESS.

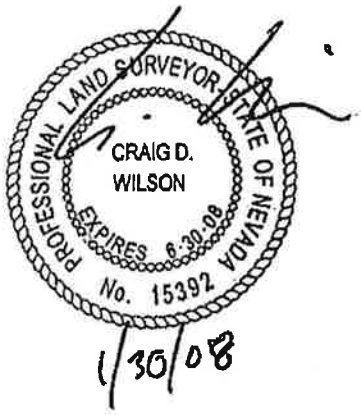
PARCEL A AND PARCEL B TOGETHER CONTAIN A TOTAL AREA OF 3,673 SQUARE FEET, MORE OR LESS.

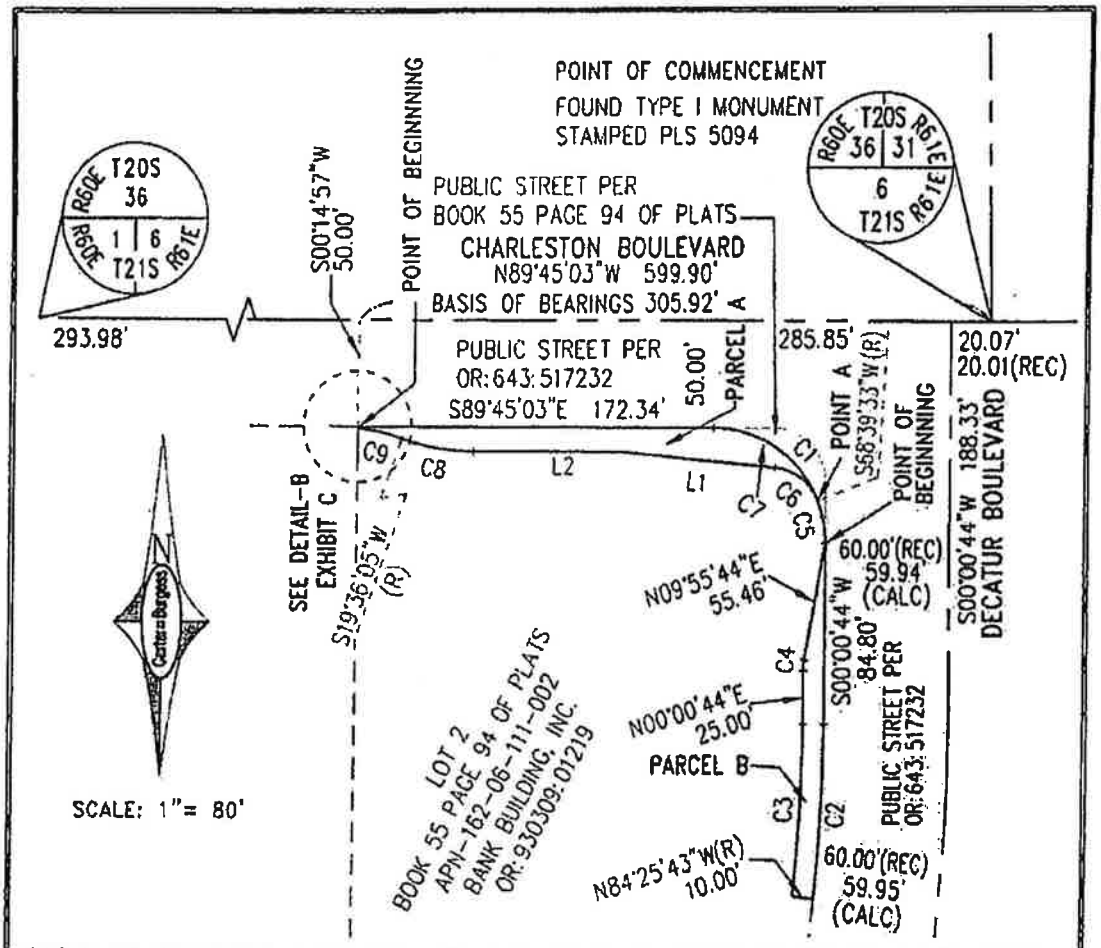
ATTACHED HERETO ARE EXHIBITS LABELED "EXHIBIT B" AND "EXHIBIT C" AND BY THIS REFERENCE MADE A PART THEREOF.

BASIS OF BEARINGS:
SOUTH 89°45' 03" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

THE ABOVE LEGAL DESCRIPTION
WAS PREPARED BY: E. OBRA
CHECKED BY:

CRAIG D. WILSON, PLS 15392
Carter:Burgess
6655 BERMUDA ROAD
LAS VEGAS, NEVADA 89119





BASIS OF BEARINGS: SOUTH 89°45' 03" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

OWNER:	BANK BUILDING, INC.
PARCEL NO.:	APN-162-06-111-002
SECTION, TOWNSHIP, RANGE:	SECTION 6, TOWNSHIP 21 SOUTH, RANGE 61 EAST
TOTAL AREA OF PARCEL:	86,592 SQUARE FEET
AREA OF RIGHT-OF-WAY TAKE:	3,673 SQUARE FEET ±
AREA OF RIGHT-OF-WAY WITHIN USA PATENT EASEMENT:	N/A
TOTAL REMAINING AREA OF PARCEL:	82,919 SQUARE FEET±
REFERENCE:	BOOK 55 PAGE 94 OF PLATS

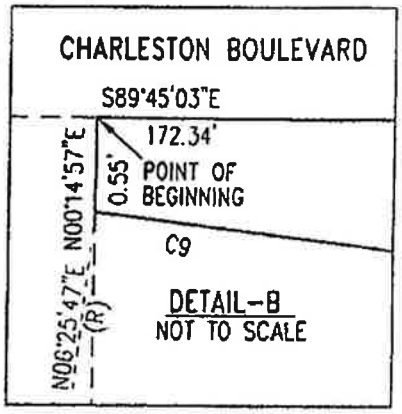
S:\240683\LEGALS\EXHIBITS\APN-162-06-111-002
S:\240683\MAPPING\EXHIBITS\APN-162-06-111-002

EXHIBIT B
APN-162-06-111-002

JOB NO:	240683
DATE:	01/28/2008
DRAWN BY:	EO
CHECKED BY:	CW

Carter:Burgess
6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400

NOT TO SCALE



LINE TABLE

LINE	BEARING	DISTANCE
L1	N84°15'14"W	74.58'
L2	N89°45'03"W	71.42'

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT
C1	89°45'47"	54.00'	84.60'	53.78'
C2	05°33'33"	840.00'	81.50'	40.78'
C3	05°33'33"	830.00'	80.53'	40.30'
C4	09°55'00"	30.00'	5.19'	2.60'
C5	21°21'11"	54.00'	20.12'	10.18'
C6	62°54'46"	25.00'	27.45'	15.29'
C7	68°24'36"	54.00'	64.47'	36.71'
C8	19°21'08"	105.00'	35.46'	17.90'
C9	13°10'17"	95.00'	21.84'	10.97'

S:\240683\LEGALS\EXHIBITS\APN-162-06-111-002
S:\240683\MAPPING\EXHIBITS\APN-162-06-111-002

EXHIBIT C

JOB NO:	240683
DATE:	01/28/2008
DRAWN BY:	EO
CHECKED BY:	CW

Carter-Burgess
6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400

EXHIBIT A
LEGAL DESCRIPTION
OF RTC EASEMENT

A PORTION OF LOT 2 AS SHOWN IN BOOK 55 PAGE 94 OF PLATS ON FILE IN THE RECORDER'S OFFICE OF CLARK COUNTY, NEVADA. LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

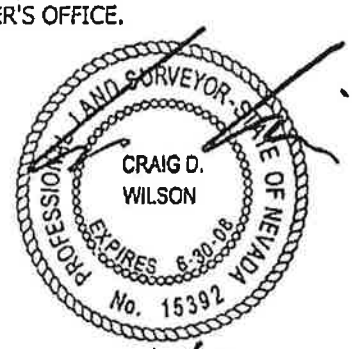
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA; THENCE ALONG THE SOUTH LINE OF SAID SECTION 36, BEING THE CENTERLINE OF CHARLESTON BOULEVARD, NORTH 89°45'03" WEST, A DISTANCE OF 305.92 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°14'57" WEST, A DISTANCE OF 50.00 FEET NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 2, SOUTH 89°45'03" EAST, A DISTANCE OF 172.34 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 54.00 FEET; THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE AND SAID CURVE, AN ARC LENGTH OF 84.60 FEET, THROUGH A CENTRAL ANGLE OF 89°45'47" TO THE EASTERLY BOUNDARY LINE OF SAID LOT 2; THENCE ALONG SAID EASTERLY BOUNDARY LINE, SOUTH 00°00'44" WEST, A DISTANCE OF 84.80 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 840.00 FEET; THENCE SOUTHERLY ALONG SAID BOUNDARY LINE AND SAID CURVE, AN ARC LENGTH OF 81.50 FEET, THROUGH A CENTRAL ANGLE OF 05°33'33"; THENCE DEPARTING SAID BOUNDARY LINE, NORTH 84°25'43" WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 830.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 84°25'43" WEST; THENCE NORTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 54.50 FEET, THROUGH A CENTRAL ANGLE OF 03°45'44" TO THE **POINT OF BEGINNING**; THENCE NORTH 88°11'27" WEST, A DISTANCE OF 3.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 827.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 88°11'27" WEST; THENCE NORTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 25.94 FEET, THROUGH A CENTRAL ANGLE OF 01°47'49"; THENCE NORTH 00°00'44" EAST, A DISTANCE OF 4.08 FEET; THENCE SOUTH 89°59'16" EAST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 00°00'44" WEST, A DISTANCE OF 4.08 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 830.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 26.03 FEET, THROUGH A CENTRAL ANGLE OF 01°47'49" TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 90 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS AN EXHIBIT LABELED "EXHIBIT B" AND BY THIS REFERENCE MADE A PART THEREOF.

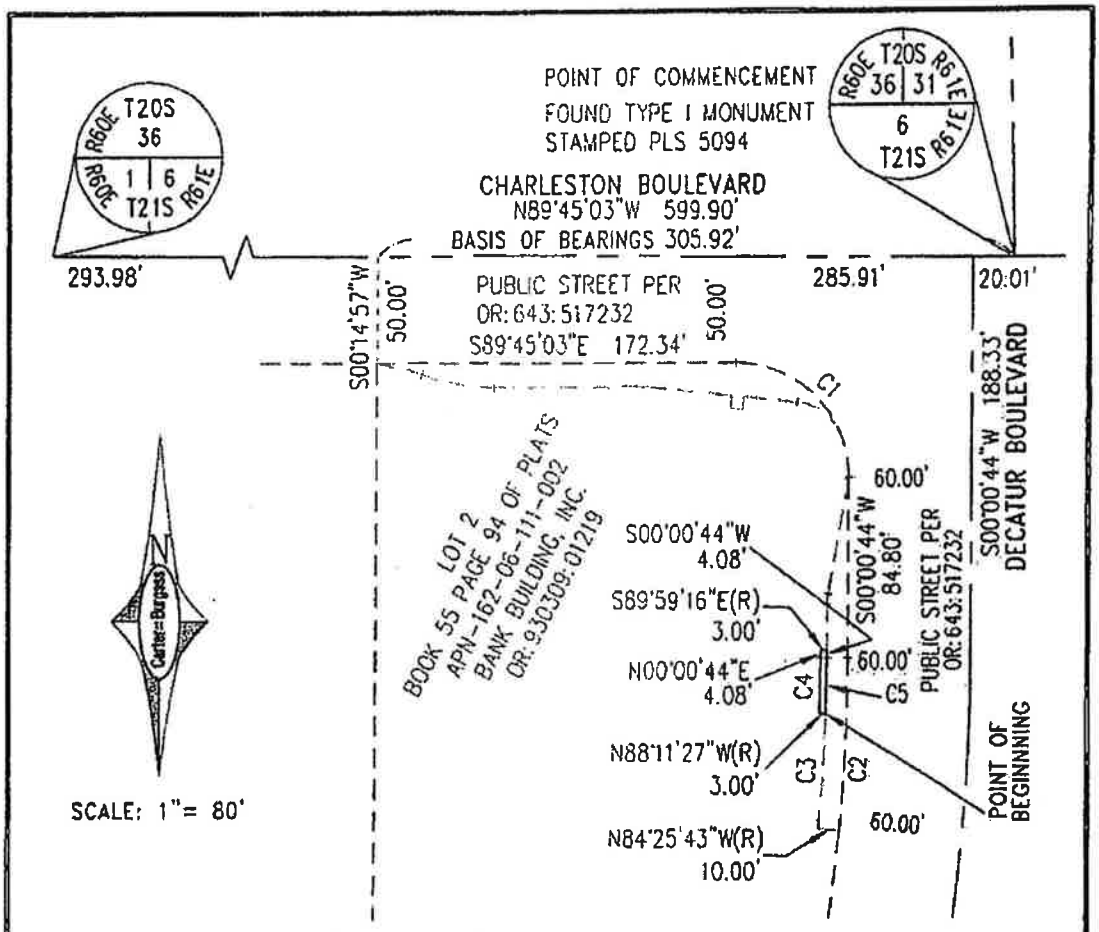
BASIS OF BEARINGS:
SOUTH 89°45' 03" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

THE ABOVE LEGAL DESCRIPTION
WAS PREPARED BY: E. OBRA
CHECKED BY:



5/30/07

CRAIG D. WILSON, PLS 15392
Carter:Burgess
6655 BERMUDA ROAD
LAS VEGAS, NEVADA 89119



CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT
C1	89°45'47"	54.00'	84.60'	53.78'
C2	05°33'33"	840.00'	81.50'	40.78'
C3	03°45'44"	830.00'	54.50'	27.26'
C4	01°47'49"	827.00'	25.94'	12.97'
C5	01°47'49"	830.00'	26.03'	13.02'

BASIS OF BEARINGS: SOUTH 89°45' 03" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

S:\240683\LEAGALS\EXHIBITS\APN-162-06-111-002-RIC
S:\240683\MAPPING\EXHIBITS\APN-162-06-111-002-RIC

EXHIBIT B
APN-162-06-111-002

JOB NO:	240683
DATE:	05/24/2007
DRAWN BY:	EO
CHECKED BY:	CW

Carter:Burgess
6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400

EXHIBIT A
LEGAL DESCRIPTION
OF AN EASEMENT

A PORTION OF LOT 2 AS SHOWN IN BOOK 55 PAGE 94 OF PLATS ON FILE IN THE RECORDER'S OFFICE OF CLARK COUNTY, NEVADA. LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

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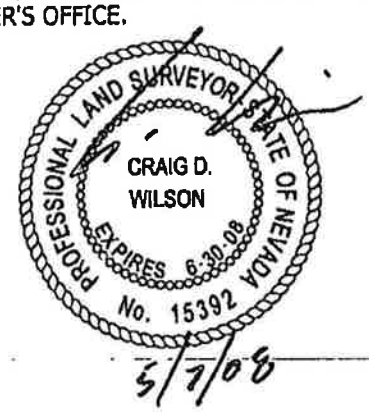
CONTAINING AN AREA OF 68 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS AN EXHIBIT LABELED "EXHIBIT B" AND BY THIS REFERENCE MADE A PART THEREOF.

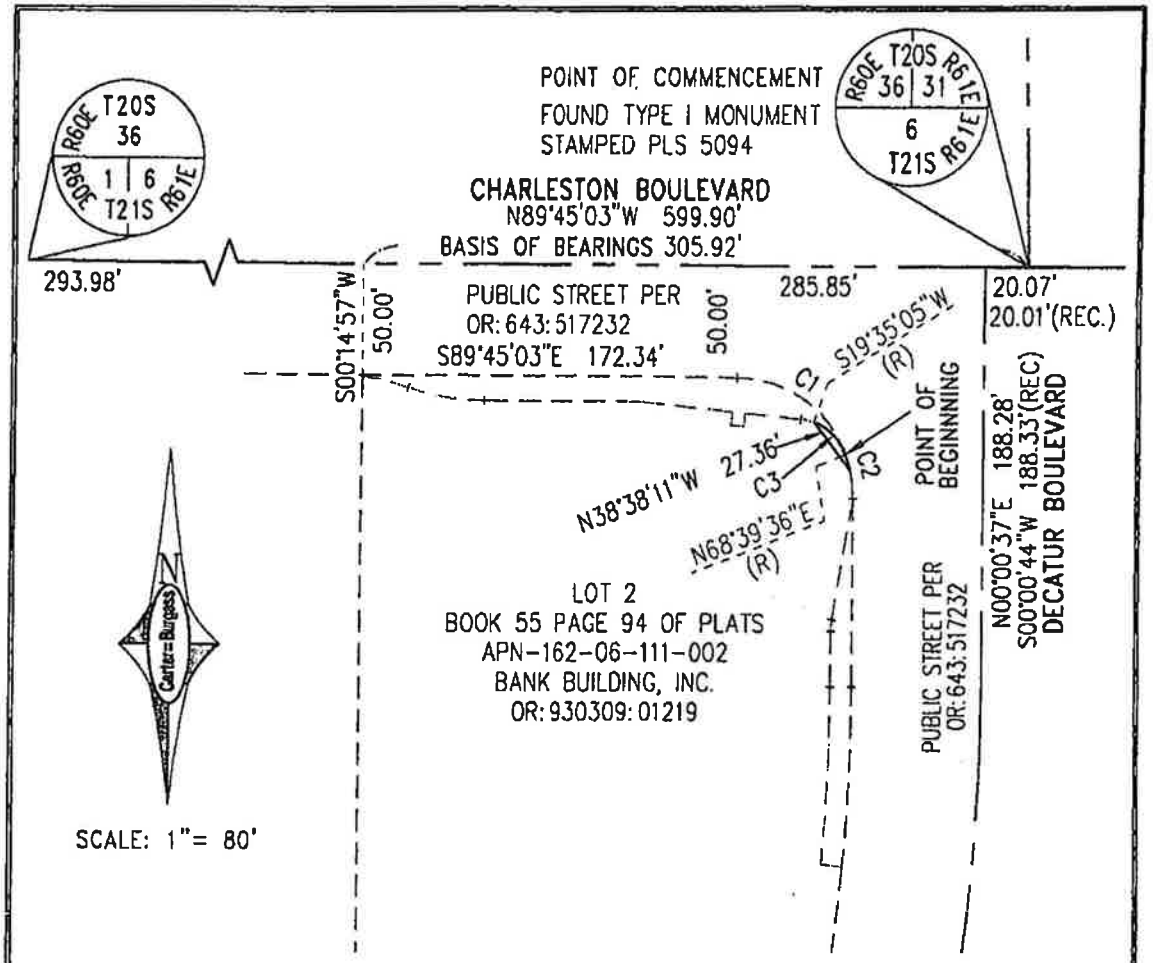
BASIS OF BEARINGS:
SOUTH 89°45' 03" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.



5/7/08

THE ABOVE LEGAL DESCRIPTION
WAS PREPARED BY: E. OBRA
CHECKED BY:

CRAIG D. WILSON, PLS 15392
Carter:Burgess
6655 BERMUDA ROAD
LAS VEGAS, NEVADA 89119



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	68°24'39"	54.00'	64.48'	36.71'
C2	07°42'11"	54.00'	7.26'	3.64'
C3	49°04'31"	25.00'	21.41'	11.41'

BASIS OF BEARINGS: SOUTH 89°45' 03" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

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S:\240683\MAPPING\EXHIBITS\APN-162-06-111-002-ESMT-TRAF

EXHIBIT B
APN-162-06-111-002

JOB NO:	240683
DATE:	05/07/2008
DRAWN BY:	EO
CHECKED BY:	CW

Carter=Burgess
6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400

EXHIBIT A
LEGAL DESCRIPTION OF
TEMPORARY CONSTRUCTION EASEMENT (TCE)

A PORTION OF LOT 2 AS SHOWN IN BOOK 55 PAGE 94 OF PLATS, ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE. LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

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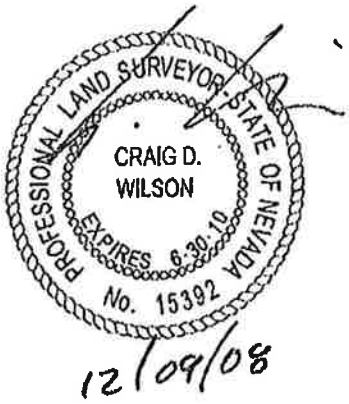
CONTAINING AN AREA OF 7,666 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO ARE EXHIBITS LABELED "EXHIBIT B" AND "EXHIBIT C" AND BY THIS REFERENCE MADE A PART THEREOF.

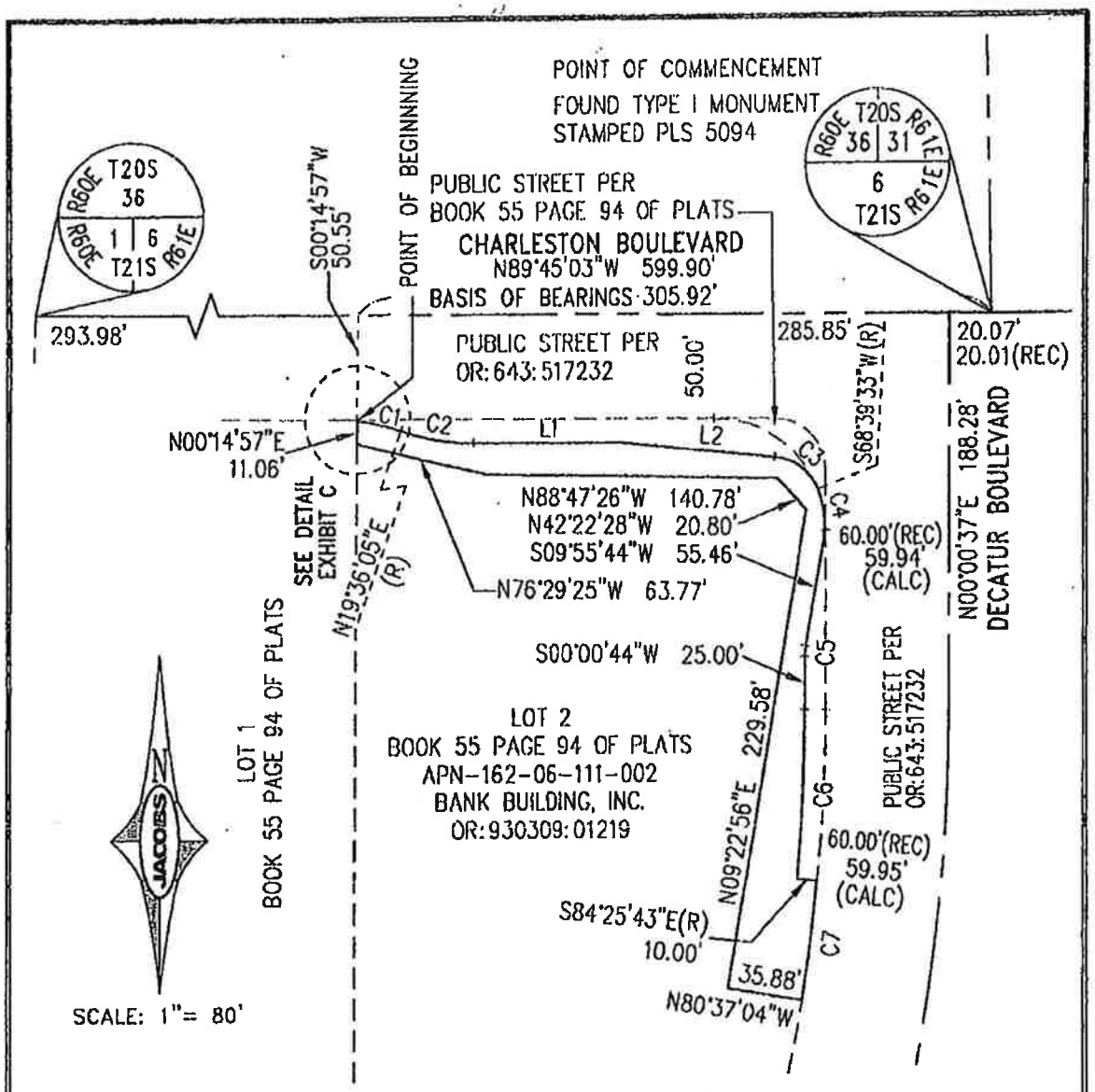
BASIS OF BEARINGS:
SOUTH 89°45' 03" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

THE ABOVE LEGAL DESCRIPTION
WAS PREPARED BY: E. OBRA
CHECKED BY:

CRAIG D. WILSON, PLS 15392
JACOBS
6655 BERMUDA ROAD
LAS VEGAS, NEVADA 89119



12/09/08



BASIS OF BEARINGS: SOUTH 89°45' 03" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA,. AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

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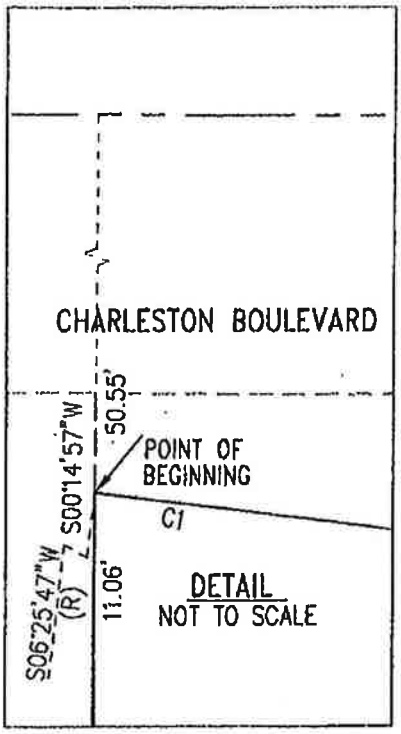
EXHIBIT "B"
APN-162-06-111-002

JOB NO:	240683
DATE:	12/08/2008
DRAWN BY:	EO
CHECKED BY:	CW

JACOBS
7160 Bermuda Rd, Ste 200
Las Vegas, Nevada 89119
(702) 938-5400



NOT TO SCALE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°45'03"E	71.42'
L2	S84°15'14"E	74.58'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	13°10'18"	95.00'	21.84'	10.97'
C2	19°21'08"	105.00'	35.46'	17.90'
C3	62°54'47"	25.00'	27.45'	15.29'
C4	21°21'11"	54.00'	20.12'	10.18'
C5	09°55'00"	30.00'	5.19'	2.60'
C6	05°33'33"	830.00'	80.53'	40.30'
C7	03°52'19"	840.00'	56.77'	28.39'

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S:\240683\MAPPING\EXHIBITS\APN-162-06-111-002-TCE

EXHIBIT-C
APN-162-06-111-002

JOB NO:	240683
DATE:	12/08/2008
DRAWN BY:	EO
CHECKED BY:	CW

JACOBS
7160 Bermuda Rd, Ste 200
Las Vegas, Nevada 89119
(702) 938-5400

EXHIBIT "2"

City of Las Vegas Agenda Item No.: 40.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 21, 2007

DEPARTMENT: PUBLIC WORKS
DIRECTOR: CHARLIE KAJKOWSKI ☒ Consent ☐ Discussion

SUBJECT:
Approval to appraise and purchase or condemn right-of-way parcels for the Decatur Boulevard Street Rehabilitation project from Sahara Avenue to Meadows Lane ($1,925,000 - Regional Transportation Commission [RTC]) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available** **Dept./Division:** PW/City Engineer
Amount: $1,925,000
Funding Source: RTC

PURPOSE/BACKGROUND:
None

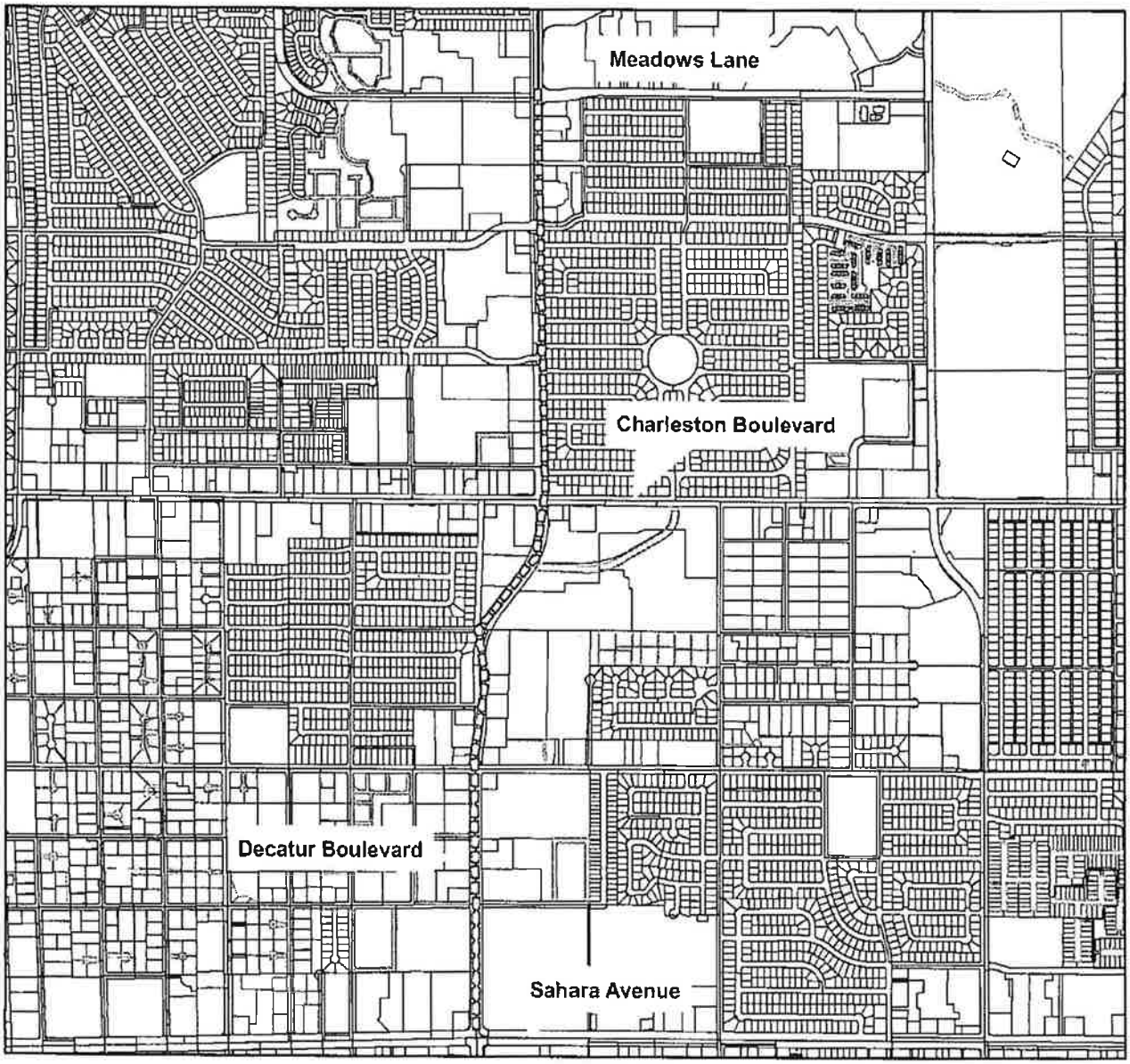
RECOMMENDATION:
Approval

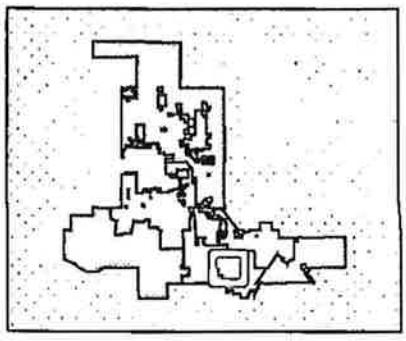
BACKUP DOCUMENTATION:
Map

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0
LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Decatur Boulevard Street Rehabilitation Project.
Sahara Avenue to Meadows Lane





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Created by: Right-of-Way 9.1 on Mar 7 2007

Due to continuous development activity
this map is for reference only.

EXHIBIT "3"

CLARK COUNTY ASSESSOR'S PARCEL MAP

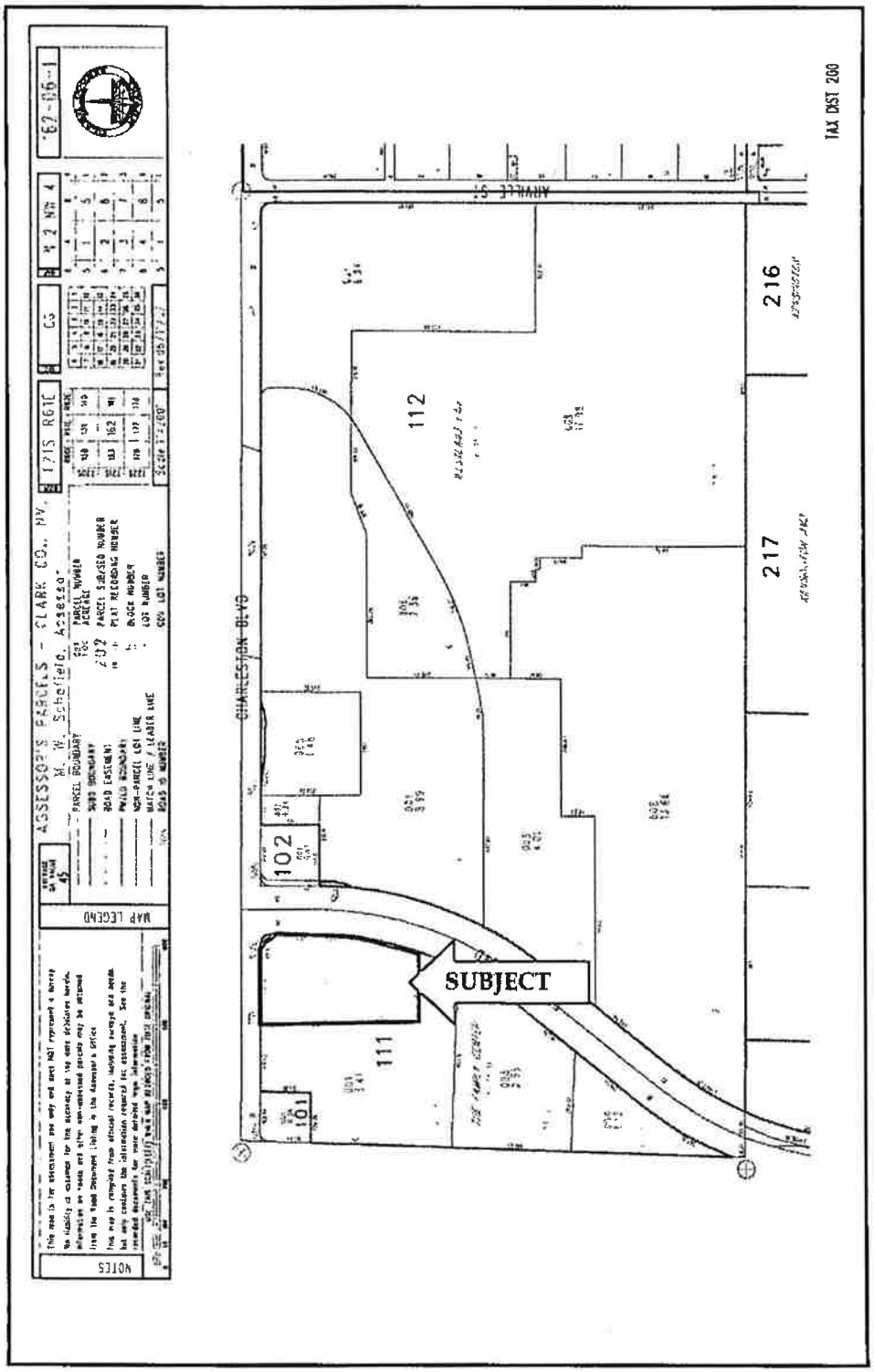

EXHIBIT B

Stipulation and Judgment of Condemnation

STPJ
BRADFORD R. JERBIC
City Attorney
Nevada Bar No. 1056
By: JOHN S. RIDILLA
Deputy City Attorney
Nevada Bar No. 9664
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
(702) 229-6629
(702) 386-1749 (fax)
Email: jridilla@lasvegasnevada.gov
Attorneys for CITY OF LAS VEGAS

DISTRICT COURT

CLARK COUNTY, NEVADA

CITY OF LAS VEGAS, NEVADA, a municipal corporation, Plaintiff, vs. BANK BUILDING, INC., a Nevada corporation; VALLEY BANK OF NEVADA, a Nevada corporation; NEVADA POWER COMPANY; CENTRAL TELEPHONE; and any and all known and unknown DOES I through V claiming any right, title or interest in or to the subject property, Defendants.	CASE NO. A584544 DEPT. NO. II

STIPULATION AND
JUDGMENT OF CONDEMNATION

IT IS HEREBY STIPULATED AND AGREED by the parties, through their undersigned counsel, that a Judgment of Condemnation may be entered against Defendant BANK BUILDING, INC., in favor of Plaintiff CITY OF LAS VEGAS, NEVADA as follows:

1. Plaintiff CITY OF LAS VEGAS, NEVADA filed its Complaint in Eminent Domain on March 6, 2009, seeking to condemn a portion of Defendant BANK BUILDING, INC.'s real property (hereinafter the "Subject Property") legally described therein.

. . . .

2. The interests of all of the Defendants named in this action can be accounted for as follows:

(a) Defendant BANK BUILDING, INC., a Nevada corporation, was acquired by Bank of America Nevada, NT&SA, a United States corporation pursuant to NRS 666.035(1), through a series of corporate mergers. Bank of America Nevada is the owner of the Subject Property; and

(b) Defendant VALLEY BANK OF NEVADA, a Nevada corporation, was acquired by Bank of America Nevada, NT&SA, a United States corporation pursuant to NRS 666.035(1). Bank of America Nevada is the owner of the Subject Property; and; and

(c) Defendant NEVADA POWER COMPANY, a Nevada corporation, filed a Disclaimer of Interest on May 4, 2009, disclaiming any interest in the Subject Property, and in the award of compensation; and

(d) Defendant CENTRAL TELEPHONE, a Nevada corporation, filed a Disclaimer of Interest on May 13, 2009, disclaiming any interest in the Subject Property, and in the award of compensation.

3. Plaintiff is authorized and empowered pursuant to the provisions of NRS 37 et seq. to acquire the Subject Property through the exercise of eminent domain.

4. The use to which the condemned portion of Subject Property is to be applied involves a public purpose and use, i.e., right-of-way for a right turn lane, a permanent bus shelter easement, and a permanent traffic signal easement at 4801 West Charleston Boulevard as part of the Decatur Boulevard Street Rehabilitation Project.

5. The portion of the Subject Property described in the Complaint is being condemned in the name of the Plaintiff CITY OF LAS VEGAS, NEVADA pursuant to the eminent domain laws of the State of Nevada.

6. The sum of ONE HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS ($186,225) is the total just compensation for, and complete value of, Defendant BANK OF AMERICA NEVADA's interest in the property taken here by eminent domain, and to any and all other claims of any nature arising out of this action, and is inclusive

of all costs associated therewith, except and excluding those obligations contained in the Settlement Agreement entered into among the parties pursuant to Paragraph 8 herein.

7. Pursuant to the Order Granting City of Las Vegas' Motion for an Order Permitting Occupancy Pending Entry of Judgment, filed May 6, 2009, Plaintiff CITY OF LAS VEGAS, NEVADA deposited the sum of ONE HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS ($186,225) on May 29, 2009 (Receipt No. 2009-24734-FAM) with the clerk of the District Court. Said amount has been withdrawn by BANK OF AMERICA NEVADA.

8. Plaintiff CITY OF LAS VEGAS, NEVADA and Defendant BANK OF AMERICA NEVADA have entered into a Settlement Agreement, attached hereto as Exhibit 1, and Memorandum (to be recorded against the Subject Property), attached hereto to Exhibit 2, to settle any and all disputes and claims related to this Complaint in Eminent Domain.

9. Plaintiff CITY OF LAS VEGAS, NEVADA should be given judgment against Defendant BANK OF AMERICA NEVADA, and all other interested parties, condemning all of their rights, title and interest in the portion of the Subject Property located in the County of Clark, State of Nevada, legally described in the Complaint filed herein.

10. Plaintiff CITY OF LAS VEGAS, NEVADA is entitled to receive from this Court a Final Order of Condemnation.

11. All rights, title and interest of the aforementioned Defendant in the portion of the Subject Property condemned herein shall thereupon forever vest in the Plaintiff CITY OF LAS VEGAS, NEVADA with the recording of the Final Order of Condemnation.

12. Each of the parties will bear their own attorney's fees and costs.

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Las Vegas City Attorney
400 E. Stewart Ave., 9th Floor

13. The above-entitled matter is settled in its entirety and any and all hearing and trial dates shall be taken off calendar.

DATED this _____ day of May, 2011.

ARMSTRONG TEASDALE LLP

By: _____
BRUCE A. LESLIE, ESQ.
Nevada Bar No. 1767
3770 Howard Hughes Parkway, Ste. 200
Las Vegas, NV 89169
Attorneys for Defendant BANK OF AMERICA NEVADA

DATED this _____ day of May, 2011.

BRADFORD R. JERBIC, City Attorney

By: _____
JOHN S. RIDILLA
Deputy City Attorney
Nevada Bar No. 9664
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

ORDER

IT IS SO ORDERED.

DATED this _____ day of May, 2011.

_____
DISTRICT COURT JUDGE

SUBMITTED BY:

BRADFORD R. JERBIC
City Attorney

By: _____
JOHN S. RIDILLA
Deputy City Attorney
Nevada Bar No. 9664

EXHIBIT C

Memorandum of Agreement Form

APN: 162-06-111-002

RECORDING REQUESTED BY:

Bruce A. Leslie, Chtd.

WHEN RECORDED RETURN TO:

Bank of America, NT&SA
Armstrong Teasdale LLP
c/o Bruce A. Leslie, Chtd.
3770 Howard Hughes Parkway, Suite 200
Las Vegas, NV 89169

(Space above this line for Recorder's Use)

MEMORANDUM

KNOW ALL MEN BY THESE PRESENTS:

That under the terms of a certain Settlement Agreement for the Decatur and Charleston intersection widening project, executed on the 6TH day of July, 2011, by and between Bank of America, NT&SA f/k/a Bank of America Nevada, f/k/a Bank Building, Inc. (collectively "Bank of America") as landowner, and the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), landowner has been granted the continuation of certain rights affected by the project regarding operation of the building, landscape buffers, parking lot configuration, driveways and entrances, among other rights pertaining to the real property commonly known as 4801 W. Charleston Blvd, Las Vegas, NV 89102, and more particularly described as:

SEE EXHIBIT "A"

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SIGNATURES ON FOLLOWING PAGE

DATED this 6TH day of July, 2011.

CITY OF LAS VEGAS

By: Carolyn G. Goodman
~~Oscar B. Goodman, Mayor~~
Carolyn G. Goodman, Mayor

ATTEST:

By Beverly K. Bridges 7/7/11
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

By John S. Kistler 6/14/11
Deputy City Attorney Date

BANK OF AMERICA, NT&SA

By: Judy Wilkinson 5-19-11
Judy Wilkinson
Assistant Vice President

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel One (1):

Lot Two (2) of THE FAMILY CENTER as shown by map thereof on file in Book 55 of Plats, Page 94, in the Office of the County Recorder of Clark County, Nevada, and as amended by Certificate of Amendment recorded April 19, 1993 in Book 930419 as Document No. 01308, Official Records, lying within a portion of Government Lot Four (4) in Section 6, Township 21 South, Range 61 East, M.D.M.

Parcel Two (2):

Non-exclusive easements for ingress and egress and for the passage and parking of motor vehicles into, out of, on, over and across all parking areas, driveways and service areas as from time to time established and for pedestrian ingress and egress into, out of, on, over and across the Common Area as from time to time established as set for in Declaration of Restrictions and Grant of Easements recorded January 25, 1974 in Book 397 as Document No. 356258 and re-recorded January 31, 1974 in Book 398 as Document No. 357493, Official Records, and subsequent modifications thereto.