

IN THE SUPREME COURT OF THE STATE OF NEVADA

THE STATE OF NEVADA, on relation of its
Department of Transportation,

Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT, COUNTY OF CLARK, STATE OF
NEVADA, AND THE HONORABLE
GLORIA STURMAN, DISTRICT JUDGE,

Respondents,

and

FRED NASSIRI, individually and as trustee of
the NASSIRI LIVING TRUST, a trust formed
under Nevada law,

Real Party in Interest.

Electronically Filed
May 19 2016 08:43 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

Case No. 70098

APPENDIX VOLUME 3, part 1

TO PETITION FOR WRIT OF MANDAMUS OR PROHIBITION

ADAM PAUL LAXALT, ESQ.
Attorney General
DENNIS V. GALLAGHER, ESQ.
Nevada Bar No. 955
Chief Deputy Attorney General
AMANDA B. KERN, ESQ.
Nevada Bar No. 9218
Deputy Attorney General
555 E. Washington Ave, Suite 3900
Las Vegas, Nevada 89101
Telephone: (702) 486-3420
Facsimile: (702) 486-3768
Email: akern@ag.nv.gov

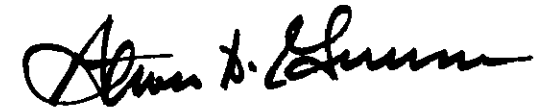
WILLIAM L. COULTHARD, ESQ.
Nevada Bar No. 3927
ERIC M. PEPPERMAN, ESQ.
Nevada Bar No. 11679
Kemp, Jones & Coulthard, LLP
3800 Howard Hughes Parkway
17th Floor
Las Vegas, Nevada 89169
Telephone: (702) 385-6000
Facsimile: (702) 385-6001
Email: emp@kempjones.com

ATTORNEYS FOR PETITIONER

Document Description	Volume Number	Bates Number
Amended Complaint	1	PA00015-054
Answer to Amended Complaint and Counterclaim	2	PA00233-282
Answer to the State's Counterclaim	2	PA00283-292
Appendix to Nassiri's Opposition to Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	10	PA01841-2091
Appendix to Nassiri's Opposition to Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI...	11	PA02092-2281
Appendix to Nassiri's Opposition to the State's MPSJs Re Inverse Claim and Contract Claims	5	PA00808-977
Appendix to Nassiri's Opposition to the State's MPSJs Re Nassiri's Inverse Claim and Contract Claims...	6	PA00978-1150
Appendix to the State's Motion for Partial Summary Judgment on Nassiri's Contract Claims	4	PA00504-695
Complaint	1	PA00001-014
Hearing Transcript (4-1-15 Hearing on the State's MPSJ on Nassiri's Inverse Claim and Contract Claims)	13	PA02460-2540
Hearing Transcript (5-19-15 Transcript of Closing Arguments at Bench Trial)	13	PA02541-2634
Hearing Transcript (Motion to Dismiss)	1	PA00156-224
Hearing Transcript (MPSJ on Prayer for Rescission)	7	PA01391-1451
Hearing Transcript (MPSJ Re Rescission Based on Bench Trial Ruling)	9	PA01763-1812
Hearing Transcript.1 (Motion to Exclude Damages Evidence or Strike Harper-Oral Arguments)	12	PA02389-2455
Hearing Transcript.2 (Motion to Exclude Damages Evidence or Strike Harper-Announcement of Ruling)	12	PA02349-2388
Motion for Partial Summary Judgment on Nassiri's Contract Claims	4	PA00596-726
Motion for Partial Summary Judgment on Nassiri's	5	PA00727-754

Prayer for Rescission		
Motion for Partial Summary Judgment on Nassiri's Rescission Claim Based on the Court's Trial Ruling	8	PA01598-1614
Motion for Summary Judgment on Nassiri's Claim for Inverse Condemnation (with Appendix)	3	PA00293-503
Motion to Bifurcate/Confirm the May 4, 2015, Trial as a Bench Trial	7	PA01306-1339
Motion to Dismiss Filed by the State	1	PA00055-108
Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	9	PA01649-1746
Notice of Supplemental Authority Re MPSJs Filed by the State	7	PA01239-1249
Opposition to the State's Motion to Bifurcate/Confirm the May 4, 2015, Trial as a Bench Trial	7	PA01340-1390
Opposition to the State's Motion to Dismiss	1	PA00108-136
Opposition to the State's Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	9	PA01813-1840
Opposition to the State's MPSJ on Nassiri's Claim for Inverse Condemnation	5	PA00775-807
Opposition to the State's MPSJ on Nassiri's Contract Claims	5	PA00755-774
Opposition to the State's MPSJ on Nassiri's Prayer for Rescission	6	PA01151-1170
Opposition to the State's MPSJ on Nassiri's Rescission Claim Based on Trial Ruling	8	PA01615-1648
Order Re Motion to Bifurcate/Confirm May 4, 2015, Trial as Bench Trial	8	PA01552-1555
Order Re Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	12	PA02456-2457
Order Re MPSJ on Nassiri's Claim for Inverse Condemnation	8	PA01536-1543
Order Re MPSJ on Nassiri's Contract Claims	8	PA01526-1535
Order Re MPSJ on Nassiri's Prayer for Rescission	8	PA01544-1551
Order Re MPSJ on Nassiri's Rescission Claim Based on Trial Ruling	12	PA02458-2459
Order Re the State's Motion to Dismiss	1	PA00225-232
Reply in Support of the State's Motion to Dismiss	1	PA00137-155

Reply in Support of the State's Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	12	PA02282-2348
Reply in Support of the State's MPSJ on Contract Claims	6	PA01171-1201
Reply in Support of the State's MPSJ on Nassiri's Claim for Inverse Condemnation	7	PA01202-1238
Reply in Support of the State's MPSJ on Nassiri's Prayer for Rescission	7	PA01250-1305
Reply in Support of the State's MPSJ on Nassiri's Rescission Claim Based on Trial Ruling	9	PA01747-1762
Supplemental Trial Brief Filed by Nassiri	8	PA01505-1525
Supplemental Trial Brief Filed by the State	8	PA01494-1504
Trial Brief Filed by Nassiri	8	PA01479-1493
Trial Brief Filed by the State	8	PA01452-1478
Trial Ruling	8	PA01577-1597
Trial Ruling (with Handwritten Changes)	8	PA01556-1576



CLERK OF THE COURT

1 WILLIAM L. COULTHARD, ESQ. (#3927)
w.coulthard@kempjones.com
2 ERIC M. PEPPERMAN, ESQ. (#11679)
e.pepperman@kempjones.com
3 MONA KAVEH, ESQ. (#11825)
m.kaveh@kempjones.com
4 KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway, 17th Flr.
5 Las Vegas, Nevada 89169
Telephone: (702) 385-6000
6 Facsimile: (702) 385-6001

7 ADAM PAUL LAXALT, ESQ. (#12426)
Attorney General
8 DENNIS V. GALLAGHER, ESQ. (#955)
Chief Deputy Attorney General
9 dgallagher@ag.nv.gov
AMANDA B. KERN, ESQ. (#9218)
10 Deputy Attorney General
akern@ag.nv.gov
11 OFFICE OF THE ATTORNEY GENERAL
555 E. Washington Avenue, Suite 3900
12 Las Vegas, Nevada 89101
Telephone: (702) 486-3420
13 Facsimile: (702) 486-3768
Attorneys for the State
14

15 DISTRICT COURT

16 CLARK COUNTY, NEVADA

17 FRED NASSIRI, individually and as trustee
18 of the NASSIRI LIVING TRUST, a trust
formed under Nevada law,

19 Plaintiffs,

20 vs.

21 STATE OF NEVADA, on relation of its
22 Department of Transportation; DOE
GOVERNMENT AGENCIES I-X,
23 inclusive; DOE INDIVIDUALS I-X; and
DOE ENTITIES 1-10, inclusive,

24 Defendants.
25

Case No.: A672841
Dept. No.: XXVI

**MOTION FOR SUMMARY JUDGMENT
ON PLAINTIFF'S CLAIM FOR
INVERSE CONDEMNATION**

Date of Hearing:

Time of Hearing:

26 Defendant State of Nevada, on relation of its Department of Transportation (the "State"),
27 by and through its counsel of record, Kemp, Jones & Coulthard, LLP, and the Office of the
28 Attorney General, hereby moves for summary judgment on Plaintiff's inverse condemnation

1 claim. The State is filing a separate motion for summary judgment on Plaintiff's remaining
2 breach of contract based causes of action.

3 This motion is made and based upon NRCP 56, the following memorandum of points
4 and authorities, the included statement of uncontested facts, the pleadings and papers on file
5 herein, any exhibits attached hereto, and any oral argument that this Court may entertain at a
6 hearing on this Motion.

7 DATED this 19th day of February, 2015.

8 Respectfully submitted by:

9
10 

11 William L. Coulthard, Esq. (#3927)
12 Eric M. Pepperman, Esq. (#11679)
13 Mona Kaveh, Esq. (#11825)
14 KEMP, JONES & COULTHARD, LLP
15 3800 Howard Hughes Parkway
16 Seventeenth Floor
17 Las Vegas, Nevada 89169

18 Adam Paul Laxalt, Esq. (#12426)
19 Dennis V. Gallagher, Esq. (#955)
20 Amanda B. Kern, Esq. (#9218)
21 OFFICE OF THE ATTORNEY GENERAL
22 555 E. Washington Avenue, Suite 3900
23 Las Vegas, Nevada 89101
24 *Attorneys for the State*
25
26
27
28

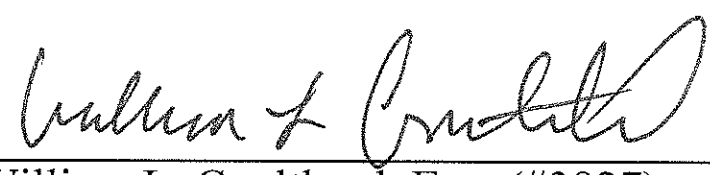
KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway
Seventeenth Floor
Las Vegas, Nevada 89169
(702) 385-6000 • Fax (702) 385-6001
kic@kempjones.com

NOTICE OF MOTION

TO: Plaintiff, Fred Nassiri, individually and as trustee of the Nassiri Living Trust; and
TO: Eric R. Olsen, Esq., and Dylan T. Ciciliano, Esq., his attorneys.

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the State will bring
the above-entitled Motion for Summary Judgment on Plaintiff's Claim for Inverse
Condemnation for hearing on the 24 day of March, 2015, in Department XXVI
of the Eighth Judicial District Court, 200 South Third Street, Las Vegas, Nevada, or as soon
thereafter as counsel may be heard.

DATED this 19th day of February, 2015.



William L. Coulthard, Esq. (#3927)
Eric M. Pepperman, Esq. (#11679)
Mona Kaveh, Esq. (#11825)
KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway
Seventeenth Floor
Las Vegas, Nevada 89169

Adam Paul Laxalt, Esq. (#12426)
Dennis V. Gallagher, Esq. (#955)
Amanda B. Kern, Esq. (#9218)
OFFICE OF THE ATTORNEY GENERAL
555 E. Washington Avenue, Suite 3900
Las Vegas, Nevada 89101
Attorneys for the State

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

This case arises from the State's planning, design, and construction of a flyover ramp connecting eastbound Blue Diamond Highway (State Highway Route 160) to northbound Interstate-15 ("I-15") in Las Vegas, Nevada (the "Flyover"). The Flyover was built in 2010 as part of the State's *I-15 South Design-Build Project* (the "2010 Design-Build Project"), a significant construction project aimed at easing traffic congestion and improving access and safety on the southern portion of the I-15 corridor between Blue Diamond and Tropicana Avenue. Importantly, for purposes of the present motion, the State did *not* acquire any private property from Plaintiff Nassiri in connection with the 2010 Design-Build Project and construction of the Flyover. The 2010 Design Build Project was limited to roadway and interchange improvements entirely within the State's preexisting rights-of-way.

Plaintiffs Fred Nassiri and the Nassiri Living Trust (collectively, "Plaintiff") own approximately 66 +/- acres of undeveloped vacant land at the northeast corner of the Blue Diamond/I-15 interchange (the "Subject Property"). The Subject Property is an assemblage of five separate parcels that Plaintiff acquired between 1995 and 2008.¹ Plaintiff acquired one of these parcels from the State in 2005 at the time the State realigned and improved Blue Diamond Highway over and to the east of I-15 (the "Realignment"). The Realignment occurred as part of a 2004 Nevada Department of Transportation highway improvement project designed to address safety and transportation needs in the rapidly growing southwest Las Vegas Valley (the "2004 Blue Diamond Realignment Project").

The 2004 Blue Diamond Realignment Project, which was a highway project separate and distinct from the 2010 Design-Build Project, freed up approximately 24 acres of right-of-way land that the State previously used under Blue Diamond's old alignment (the "Surplus

¹ The Subject Property includes Clark County Assessor Parcel Numbers: 177-08-803-014, 177-08-702-002, 177-08-803-013, 177-08-803-001, and 177-08-803-010.

Parcel”). An aerial map showing the respective property and Surplus Parcel is attached as Ex. A.² While the State initially had no inclination to sell the Surplus Parcel until after it completed construction on the 2004 Blue Diamond Realignment Project, beginning as early as August of 1999, Plaintiff persistently pressured the State to sell him the Surplus Parcel.

The 2004 Blue Diamond Realignment Project required that the State acquire approximately 4 acres of new right-of-way from Plaintiff’s preexisting land. In furtherance of acquiring the needed right-of-way for the Realignment Project, the State filed an eminent domain action over that property in 2004 as *State of Nevada vs. Nassiri*, Case No. 04-A-491334. On April 29, 2005, pursuant to a Settlement Agreement and Release of All Claims, Plaintiff and the State agreed to (1) the State’s acquisition of the 4 acres needed for the realignment of Blue Diamond and (2) the purchase and sale of the Surplus Parcel. A true and correct copy of the Settlement Agreement is attached as Ex. B. As mandated by statute, and by the terms and conditions of the Settlement Agreement, the State conveyed the Surplus Parcel to Plaintiff by quitclaim deed on June 17, 2005. NRS 408.533(3); Ex. B, ¶ 2.07(c)(ii). The eminent domain action was resolved, in part, with a stipulated judgment of condemnation as to the 4-acre property and a payment by the State to Nassiri of \$4.81 million as full and complete “just compensation” for the 4-acre property. Ex B, ¶ 1.02, 2.02. A copy of the Stipulated Judgment of Condemnation is attached as Ex. C.

Following the entry into the Settlement Agreement, the State heard little from Plaintiff during the next five years. But in late 2010, after the 2010 Design-Build Project was nearing completion, Plaintiff began to complain that the Flyover obstructed the visibility of the Subject Property from I-15. On May 25, 2012, Plaintiff submitted a formal claim to the State under NRS 41.036, complaining that the State changed its Flyover design without notifying him, and that the new design caused a “significant decline in the value and development uses to both the [Surplus Parcel] and Mr. Nassiri’s existing contiguous parcel due to the loss of visibility from I-15.” Plaintiff demanded various forms of alternative relief, all of which required the State to

² All Exhibits are attached to the State’s appendix, filed concurrently with this motion.

1 pay him tens of millions of dollars in cash and property concessions for his alleged loss of
2 visibility to his Property.

3 The State disagreed with Plaintiff that the Flyover negatively affected the Subject
4 Property. Regardless, however, the State explained to Plaintiff that his alleged deprivation of
5 view and/or visibility was not a compensable “taking” under Nevada law. The State did not
6 physically “take” or otherwise encroach upon Plaintiff’s Property to design and/or build the
7 Flyover, and it was not otherwise contractually or statutorily restricted in its ability to improve
8 this section of highway in a manner that best served the interests of the general public.

9 In response, Plaintiff sued the State in 2013 under multiple causes of action, including
10 claims of inverse condemnation supposedly occasioned by the State’s construction of the
11 Flyover. Even though Plaintiff had never once previously raised a concern over access—either
12 in his May 2012 formal claim or elsewhere—his inverse condemnation claim alleged that the
13 Flyover “removed all access to [his] parcels abutting the north side of Blue Diamond between I-
14 15 and South Las Vegas Boulevard.” Acompl., ¶ 38. Plaintiff’s complaint further alleged that
15 the Flyover “eliminates the visibility of the Subject Property from I-15.” Acompl., ¶ 42.

16 Discovery has recently closed and Plaintiff failed to substantiate his “takings”
17 allegations. As to access, Plaintiff’s real estate appraisal expert testified that the Subject
18 Property has “**good access**” to Blue Diamond Highway and Las Vegas Boulevard.³ Harper
19 Depo., 50:13-23, the relevant pages of which are attached as Ex. D. And so long as Plaintiff has
20 “free and convenient access to his property and his means of egress and ingress are not
21 **substantially** interfered with, he has no cause for complaint [under Nevada law].” *State ex rel.*
22 *Dept. of Highways v. Linnecke*, 468 P.2d 8, 10 (Nev. 1970) (emphasis added).

23 As to visibility, it is well-settled in Nevada that, absent a physical taking, “[t]he
24 infringement upon an abutting [property] owner’s light, air and view or visibility over a public
25 highway [is not compensable] unless such owner has acquired a right to light, air and view by
26

27 ³ Plaintiff never had access directly onto I-15 from his Property, as I-15 is a controlled access
28 interstate highway. The construction of the Flyover had absolutely no impact on Plaintiff’s
access along Blue Diamond Highway or Las Vegas Boulevard.

1 *express covenant.*” *Probasco v. City of Reno*, 459 P.2d 772, 774 (Nev. 1969) (emphasis added).
2 It is uncontested that no taking of Plaintiff’s property was required for the 2010 Design-Build
3 Project within which the Flyover was constructed. The Flyover was designed and constructed
4 entirely within the State’s I-15 preexisting right-of-way. Moreover, Plaintiff, his legal counsel,
5 and his expert appraiser all concede that he never acquired a right to view or visibility over I-15
6 or the Flyover by express covenant or contract. Respectfully, based upon the foregoing,
7 summary judgment as to Plaintiff’s inverse condemnation claim is required.

8 II.

9 STATEMENT OF UNDISPUTED MATERIAL FACTS RELEVANT TO 10 PLAINTIFF’S INVERSE CONDEMNATION CLAIM

11 A. Background

12 1. The State began studying the 2004 Blue Diamond Realignment Project in 1999.⁴
13 The 2004 Blue Diamond Realignment Project “include[d] a proposed design for a future
14 eastbound [Blue Diamond] to northbound I-15 fly-over ramp to be constructed when traffic
15 demand warrants have been met and funding is available.” Ex. E, NV_Nassiri001888. The
16 Flyover was *not* to be fully designed or constructed as part of the 2004 Blue Diamond
17 Realignment Project. It was, however, always planned for the *future* when warranted by
18 increased traffic demands and available funding.

19 2. Figure 2 in the 2004 EA depicted the proposed realigned Blue Diamond/I-15
20 interchange and showed the conceptual future Flyover (the “2004 Figure 2 Configuration”). Ex.
21 E, NV_Nassiri001890. On July 7, 1999, written notification was sent to Nassiri of the State’s
22 _____

23 ⁴ The 2004 Blue Diamond Realignment Project was funded with money from the Federal
24 Highway Administration (“FHWA”). When the State receives federal funds for a highway
25 improvement project, it cannot commence construction before complying with various federal
26 requirements under the National Environmental Policy Act (“NEPA”), including completing an
27 environmental impact study and holding a series of properly-noticed public informational
28 meetings to afford affected landowners the opportunity to understand and comment upon the
proposed highway project. The State’s compliance with these obligations is memorialized in a
comprehensive document known as an Environmental Assessment (“EA”). The relevant pages
from the Realignment Project’s 2004 EA (the “2004 EA”), which documents the State’s design
and planning activities beginning in 1999, are attached as Ex E.

1 intent to study the Blue Diamond Realignment Project. A copy of the July 7, 1999 letter is
2 attached as Ex. F.

3 3. The 2004 Blue Diamond Realignment Project compelled the State to acquire
4 approximately 4.21 +/- acres of right-of-way along the southern boundary of Plaintiff's property
5 between Parvin Street and Las Vegas Boulevard. A copy of the Affidavit of Public Use,
6 Necessity and Value is attached as Ex. G. To acquire this needed right-of-way for the 2004
7 Blue Diamond Realignment Project, the State filed an eminent domain action over that property
8 in 2004 as *State of Nevada v. Nassiri*, Case No. 04-A-491334.

9 4. The 2004 Blue Diamond Realignment Project shifted Blue Diamond Highway to
10 the South and freed up the 24+/- acre Surplus Parcel, which was adjacent to Plaintiff's property.
11 As early as August 10, 1999, Plaintiff expressed to the State his desire of "purchasing the
12 abandoned parcel from NDOT [] with the realignment of Blue Diamond Road" (i.e., the Surplus
13 Parcel). A copy of the Aug. 10, 1999, letter is attached as Ex. H, NV_Nassiri001969. Plaintiff
14 also acknowledged that "the realignment will benefit the entire area." *Id.* Plaintiff's August 10,
15 1999, letter to the State attached a depiction of the realigned Blue Diamond/I-15 interchange,
16 which Plaintiff used to illustrate the Surplus Parcel. Ex. H, NV_Nassiri001970. Notably, that
17 depiction showed the State's proposed conceptual future Flyover. *Id.*

18 5. Plaintiff engaged a team of professional consultants to assist him in the eminent
19 domain action and the negotiations with the State to acquire the Surplus Parcel. Plaintiff's team
20 included: (1) highly-experienced eminent domain attorney, Michael Chapman, Esq., (2)
21 professional civil engineer and former NDOT engineer Steve Oxoby of the Carter Burgess
22 engineering firm, and (3) expert real estate appraiser John Kiehlbach of the appraisal firm of
23 Timothy R. Morse & Associates.

24 6. Of particular significance, prior to joining Carter Burgess, Mr. Oxoby worked as
25 an engineer for the Nevada Department of Transportation for roughly 30 years. Oxoby Depo.,
26 8:18—10:9, the relevant pages of which are attached as Ex. I. He ended his tenure with the
27 State as its Chief Roadway Design Engineer, a position that he held for nearly seven years. *Id.*,
28 9:4-10. While working for the State, Mr. Oxoby was involved with the 2004 Blue Diamond

1 Realignment Project, which included the Flyover's 1999 conceptual design. *Id.*, 12:13-23. Mr.
2 Oxoby acknowledged in deposition that he was well-aware of the State's plans for an eventual
3 Flyover. *Id.*, 13:5-6. And he specifically recalled that the 1999 conceptual Flyover was part of
4 the State's eventual plans for the Blue Diamond/I-15 interchange. *Id.*, 70:11-17. Later, in
5 private practice, Mr. Oxoby was one of the quality control engineers who reviewed Las Vegas
6 Paving's 2009 design for the now as-built Flyover. *Id.*, 66:15-68:2. Based on his experience,
7 Mr. Oxoby testified that he "thought [Plaintiff's] acquisition of the [S]urplus [Parcel] was a big
8 boon for [Plaintiff]," and that he "does not believe [the Flyover meaningfully] impacts the
9 visibility to [Plaintiff's] property." *Id.*, 71:25-72:3; 72:15-21.

10 7. After extensive negotiations, Plaintiff and the State agreed in part that: (1) the
11 State would acquire 4.21 acres of Plaintiff's property for \$4.81 million to resolve the eminent
12 domain action; and (2) Plaintiff would also purchase from the State the Surplus Parcel for
13 approximately \$23.4 million. Ex. B, ¶¶ 1.01-1.04. Although they were essentially separate
14 transactions, the two deals were memorialized in the single Settlement Agreement and Release
15 of All Claims dated April 28, 2005. Ex. B.

16 8. The parties expressly acknowledged, among other things, that the Settlement
17 Agreement and the terms of their deal "had been negotiated and discussed between [the State]
18 and Nassiri," that the parties "have had the benefit and advice of counsel of their choosing,"
19 "that no promise or inducement has been offered except as herein set forth," and that the
20 "Agreement constitute[d] the entire Agreement by and between" them. Ex. B, ¶¶ 2.19 and 2.20.

21 9. The State (at ¶ 2.14) also expressly reserved its "right to adapt and improve the
22 whole or any part of the Property in accordance with the provisions of NRS Chapter 408," and
23 Plaintiff released any future claims over that right:

24
25 Nassiri hereby releases and forever discharges: (i) the Lawsuit or
26 any matters which could have been asserted therein, or its subject
27 matter, including but not limited to ***any claims related to the***
28 ***location on the Property of a public highway and necessary***
incidents thereto, and any claims for any severance damages to
the remainder of Nassiri's property; and (ii) the physical
condition of the [Surplus Parcel] as of the Execution Date or
matter affecting title or claims thereto.

1 Ex. B, ¶ 2.09 (emphasis added).

2 10. Pursuant to the Settlement Agreement, and as mandated by NRS 408.533(3), the
3 State conveyed the Surplus Parcel to Plaintiff via quitclaim deed (the “Quitclaim Deed”), “as-is,
4 where-is, and with all faults.” Ex. B, ¶ 2.04(a). A copy of the Quitclaim Deed is attached as
5 Ex. J. The Quitclaim Deed further provides that “Grantor [i.e., the State] makes no warranty,
6 express or implied, of any kind with respect to any matter affecting the Property.” *Id.*, p. 2.

7 11. In 2005, the State, in cooperation with the FHWA, began studying a new
8 program of improvements designed to alleviate congestion and promote growth on the I-15
9 corridor from Sloan Road to Tropicana Avenue, including at the Blue Diamond interchange (the
10 “2008 I-15 South Corridor Improvement Project”). The relevant pages from the 2008 I-15
11 South Corridor Improvement Project’s 2008 EA are attached as Ex. K.

12 12. The I-15 South Corridor Improvement Project included a proposed flyover ramp
13 “to accommodate eastbound Blue Diamond Road traffic destined for I-15.” *Id.*, Nassiri000330.
14 Figure 10f of the 2008 EA depicted the proposed flyover (the “2008 Figure 10f Configuration”).
15 *Id.*, Nassiri000353.

16 13. Prior to constructing the 2008 Figure 10f Flyover, the State rolled over all of its
17 improvements under the I-15 South Corridor Improvement Project into the separate and distinct
18 2010 Design-Build Project.

19 14. While the Nevada Department of Transportation is typically responsible for
20 designing and constructing highway improvement projects in Nevada, a design-build contract is
21 a contract between the State and a design-build team that shifts these functions to private
22 engineers, architects, and building contractors. NRS 408.3876-3879. The State is statutorily
23 authorized to enter into such a contract whenever doing so will save the State either time or
24 money, or when a proposed project is unique, highly technical, or complex. NRS 408.388.
25 “[A]t a public meeting held on September 16, 2008, the State Transportation Board made the
26 determinations required by NRS 408.388 allowing use of the design-build delivery method for
27 [these improvements],” including the Flyover. Ex. L, NV_Nassiri000344.

1 15. The 2010 Design-Build Project was ultimately awarded to Las Vegas Paving in
2 2009 (the “Design-Build Contract”). A copy of the Design-Build Contract is attached as Ex. L.

3 16. Las Vegas Paving and its team of professionals, in conjunction with the State
4 Department of Transportation engineers, modified the Flyover design to save construction costs
5 and improve roadway efficiency. The State ultimately approved Las Vegas Paving’s design of
6 the Flyover, and construction of the Flyover was completed in late 2010.

7 **B. Plaintiff’s Complaint**

8 17. Plaintiff sued the State in 2012 over Las Vegas Paving’s design and construction
9 of the Flyover. His Inverse condemnation claim alleged that “[a]s a result of the Flyover, access
10 to the Subject Property from Blue Diamond Road has been eliminated... and the Subject
11 Property is no longer visible from I-15.” Acompl., ¶ 39.

12 18. Plaintiff did not (and does not) seek compensation for any other alleged
13 “takings.”

14 **C. The State’s Motion To Dismiss**

15 19. On June 26, 2013, the State moved to dismiss Plaintiff’s inverse claim “to the
16 extent it [was] based on the allegation that the Flyover eliminates the visibility of the Subject
17 Property from I-15.” 6/26/13 Mot., 15:5-8, citing Acompl. at ¶ 42.

18 20. While the Court expressly found that—under *Probasco*—the deprivation of view
19 alone “[cannot form the] basis of a [cognizable] inverse condemnation claim,” it permitted
20 Plaintiff to do discovery and “try to prove there [is] something else.” 7/13/13 Hearing Transcr.,
21 65:3-5, the relevant pages of which are attached as Ex. M.

22 21. The Court, thus, gave Plaintiff the opportunity to establish either: (1) that the
23 State physically appropriated a portion of his Property to build the Flyover (as required by
24 *Probasco*), (2) that he acquired a right to view by express covenant (as required by *Probasco*),
25 or (3) that the Flyover eliminates all access to Plaintiff’s Property. The Court made it clear,
26 however, that the State would be “permitted to renew its motion and its arguments therein at a
27 later date.” 10/16/13 Order, ¶ 11.

D. The State Did Not Physically appropriate Any Portion Of Plaintiff's Property To Build The Flyover.

22. The 2009 Design-Build Contract defined the scope of the 2010 Design-Build Project (the "Project Scope"). A copy of the Project Scope is attached as Ex. N.

23. Pursuant to the Project Scope, all elements of the Project, including the Flyover, "[would] be constructed within NDOT, Clark County and Union Pacific Railroad (UPRR) Rights-of-Way," and that "[n]o private Right-of-Way acquisition [was] anticipated to construct the Project." Ex. N, NV_Nassiri000656 (emphasis added).

24. The I-15 South Design-Build Project was completed as expected. No private right-of-way was acquired, which Plaintiff's only expert—appraiser Keith Harper—confirmed during discovery (even though it was never really in dispute):

A. *I'm very aware that the construction that has taken place is within the State's right-of-way.*

...

Q. And then you developed a value opinion of the "part taken," and you determined that was \$0. Right?

A. Yes.

Q. And that's because *there was no actual physical portion of [Plaintiff's] property taken?*

A. *Correct.*

Ex. D., 60:8-10; 72:22-73:3(emphasis added).

E. Plaintiff Never Acquired A Right To View Over The Flyover By Express Covenant.

25. When asked to identify the express covenant that created his right to view over the Flyover, Plaintiff pointed only to the Settlement Agreement and Quitclaim Deed. Resp. to RFP No. 84, Ex. O. He also testified in deposition that if there was no express covenant in the Settlement Agreement or Quitclaim Deed, then one does not exist. Nassiri Depo., 204:20—205:15, the relevant pages of which are attached as Ex. P.

1 26. The Settlement Agreement does not contain an express or restrictive covenant in
2 favor of Plaintiff for view and/or visibility. Nor does it impose on the State any other
3 continuing obligations with respect to the Surplus Parcel, or any of Plaintiff's other parcels.
4 The opposite is true. In executing the Settlement Agreement, Plaintiff released any and all past,
5 present or future claims regarding the Property, including "all unknown, unforeseen,
6 unsuspected, and unanticipated injuries, claims, damages, losses, and liabilities," such as
7 diminished visibility allegedly created by a future construction project. Ex. B, ¶ 2.19(ii).

8 27. There is no express right to view in the Quitclaim Deed either. Plaintiff's
9 assertion is actually refuted by the Quitclaim Deed, which unequivocally states that the
10 "Grantor [i.e., the State] makes *no warranty, express or implied, of any kind with respect to*
11 *any matter affecting the Property.*" Ex. J, p. 2 (emphasis added).

12 28. These facts are confirmed by Plaintiff's attorney, Michael Chapman, Esq., who
13 largely drafted the Settlement Agreement. Mr. Chapman testified that there is no express right
14 to view/visibility in either the Settlement Agreement or the Quitclaim Deed, and that no such
15 right exists. Chapman Depo., 81:9—82:3, the relevant pages of which are attached as Ex. Q.

16 29. Mr. Harper further cements the absence of any express easement or covenant for
17 view or visibility related to the Flyover:

18 Q. Are you aware of any documents that include an express
19 covenant by the State to restrict its use of the property
20 within its right-of-way on Blue Diamond and the I-15?

21 A. I'm not.

22 ...

23 Q. So looking at the definition of negative easement, 'an
24 easement preventing a property owner from certain
25 otherwise permitted uses of his or her land, e.g. agreeing
26 not to do something such as building a wall or fence
27 blocking an adjoining property's view.' ... You're not
28 saying that Nassiri had a negative easement over the
State's Property, right?

1 A. *No, I have not seen any documents that stated that there*
2 *was any sort of easement between Nassiri, the State, or*
3 *any other parties....*

4 Ex. D, 60:16-23; 63:1-17 (emphasis added).

5 30. Importantly, Mr. Harper did not opine that the loss of visibility he appraised was
6 a compensable injury under Nevada law. Ex. D., 152:4-14. He recognized that such a
7 determination was for the Court. *Id.* Mr. Harper acknowledged, however, that if the Court
8 rules that Plaintiff's loss of visibility is not compensable, it would be the equivalent of the
9 "judge throw[ing] my appraisal in the trash." *Id.*, 152:15-23.

10 F. **The Flyover Does Not Interfere With Plaintiff's Access To The Subject**
11 **Property.**

12 31. Plaintiff has not filed any formal land-use development plan with Clark County
13 or the City of Las Vegas seeking to develop the Subject Property. Resp. to RFA No. 7, Ex. R.

14 32. Plaintiff has never applied for, nor ever been denied, a permit for any point of
15 access to the Subject Property. Resp. to RFA No. 7, Ex. R.

16 33. Plaintiff failed to retain any expert to opine that his access to the Subject
17 Property has been eliminated or restricted in any way. A copy of Plaintiff's 16.1 Expert
18 Witness Designation is attached as Ex. S.

19 34. Plaintiff's only expert testified that the Subject Property has "good access," even
20 along Blue Diamond:

21 A. ...in my opinion, [Plaintiff's only] damages are created by
22 the visibility issues.

23 Q. So no damages due to the loss of access to Nassiri's
24 property from Blue Diamond, right?

25 A. That's correct. Because even though it's in a different
26 location, *this property still has access to Blue*
27 *Diamond....*

28 Q. On page 60 [of your expert report] you say, "The overall
development cite has an adequate amount of frontage
along Las Vegas Boulevard South, Blue Diamond Road,

1 and the Ramp East Blue Diamond North I-15 providing
2 good access to these thoroughfares,” right?

3 A. Correct.

4 Q. *So it’s your opinion that Nassiri’s property has good*
5 *access?*

6 A. *Yes. To those thoroughfares, correct. Yes.*

7 Q. So just to confirm, you do not believe that the flyover has
8 substantially impaired Nassiri’s access to his property,
9 right?

10 A. [Right].

11 Ex. D, 49:23-51:5 (emphasis added).

12 35. While Plaintiff failed to identify an access expert, the State did not. It retained
13 Ken Ackeret, a certified professional traffic engineer, to provide “an [expert] engineering
14 opinion as to what access could be provided [to the Property].” Ackeret Depo., 15:24-25, the
15 relevant pages of which are attached as Ex. T. Based on his experience, expertise, and review
16 of State and County traffic and access guidelines, Mr. Ackeret identified *eight* potential access
17 points to the Subject Property from Blue Diamond and Las Vegas Boulevard. *Id.*, 20:20-21:5.

18 36. The expert testimony is also in harmony with Plaintiff’s efforts to sell the
19 Subject Property. Plaintiff repeatedly points to the Property’s “*easy access*” to Blue Diamond,
20 I-15, and I-215 when marketing the Property to potential purchasers. Screen Shot from
21 Marketing Video, attached as Ex. U. His recent asking price of \$175 million further refutes any
22 notion that the Flyover interferes with Plaintiff’s access to the Subject Property. A copy of
23 Plaintiff’s Listing Agreement is attached as Ex. V.
24
25
26
27
28

III.

ARGUMENT

A. The Court Should Enter Summary Judgment On Plaintiff's Inverse Condemnation Claim.

Summary judgment must be granted whenever “the pleadings, depositions, answers to interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrate that no genuine issue of material fact exists, and the moving party is entitled to judgment as a matter of law.” *Wood v. Safeway, Inc.*, 121 P.3d 1026, 1031 (Nev. 2005) (citations omitted); NRC 56. The parties engaged in substantial discovery. The State produced tens of thousands of documents; numerous fact and expert witnesses were deposed; and comprehensive written discovery was exchanged—all at a great expense to the taxpayers. While Plaintiff alleged that the Flyover eliminated his access to, and view of, the Subject Property (Acompl., ¶ 39) he failed to substantiate these allegations with any competent evidence. There are no genuine issues of material fact surrounding Plaintiff's inverse condemnation claim, and the State is entitled to judgment as a matter of law. *See Moldon v. County of Clark*, 188 P.3d 76, 79 (Nev. 2008) (holding that whether a taking has occurred is purely a question of law).

1. Summary Judgment Is Required On Plaintiff's Alleged Deprivation Of Access.

Plaintiff asserts that “[a]fter the construction of the Flyover, [his] access to Blue Diamond has been restricted to ‘one’ point, which is above grade of the Subject Property, making the sole point of access unfeasible.” Plaintiff's Response to Interrogatory (“Resp. to Rog.”) No. 3, attached as Ex. W. This is neither true nor supported by any evidence. But even assuming otherwise, for the sake of argument, Plaintiff's claim on this basis is nevertheless fatally premature.

a. Plaintiff's claim is fatally premature.

An inverse condemnation claim is “not ripe until a plaintiff avails itself of the local government's development application process by which it might first obtain relief.” *Williamson County. Reg'l Planning Comm'n v. Hamilton Bank of Johnson City*, 473 U.S. 172,

191 (1985), cited with approval by the Nevada Supreme Court in *City of North Las Vegas v. 5th & Centennial, LLC*, 2014 WL 1226443 at *9, fn. 9 (March 21, 2014). Plaintiff here never availed himself of the local government’s development application process. Undisputed Facts (“UF”), ¶¶ 31-32. He never formally applied for any access points to his Property; and he was never denied any access points to his Property. *Id.* Contrary to Plaintiff’s bald assertion that the Flyover reduced his access along Blue Diamond to one, unfeasible point, the expert testimony established up to **eight** potential access points, including access along 450 feet of Blue Diamond. UF, ¶ 36; Ex. T, 27:15-21. Rather than pursue real relief through the development application process, Plaintiff baselessly sued the State—at the taxpayers’ great expense. His claim is fatally premature under *Williamson County* and summary judgment is required on this basis alone.

b. Notwithstanding this ripeness issue, Plaintiff has not suffered a compensable deprivation of access.

Landowners in Nevada are **not** entitled to unfettered access to public highways. *Linnecke*, 468 P.2d at 9-10. Although entire access cannot be cut off, landowners have no right to access “at all points in the boundary between [their private property] and the highway.” *Id.* “If [a landowner] has free and convenient access to his property and his means of egress and ingress are not **substantially** interfered with, **he has no cause for complaint.**” *Id.* at 10 (emphasis added). “The determination of whether such substantial impairment has been established must be reached as a matter of law.” *Id.*

In *Linnecke*, the seminal Nevada takings case addressing deprivation of access, the property owners previously had direct access from their land onto a highway. *Id.* at 9. After the State took part of their land, however, their only point of ingress and egress required them to travel one and a half miles farther in order to reach the highway. *Id.* The Court concluded that this change in access was **substantial** enough to support the property owners’ taking claim. *Id.* at 10.

Unlike *Linnecke*, Plaintiff cannot show a substantial impairment of access to his property. His only expert concedes that he still has “good access” to Blue Diamond. UF, ¶ 35.

1 Even assuming otherwise, for the sake of argument, Plaintiff still has numerous points of access
2 along Las Vegas Boulevard. Illustrative Exhibit from Ackeret Depo., attached as Ex. X.
3 Whereas in *Linneke*, the property owners were physically blocked from reaching any portion of
4 a public highway, and had to drive more than a mile for access, Plaintiff here has eight potential
5 points of direct access along his Blue Diamond and Las Vegas Boulevard frontage. UF, ¶ 36.
6 Plaintiff has never been denied an access point by the government (UF, ¶¶ 31-32); he markets
7 the Property as having good access (UF, ¶ 37); and all of the experts, including Plaintiff's own
8 expert, believe the Property has good access (UF, ¶¶ 35-36). Therefore, summary judgment is
9 required on Plaintiff's unsubstantiated deprivation of access.

10
11 **2. *Summary Judgment Is Also Required On The State's Alleged
Interference With Plaintiff's View.***

12 Plaintiff's damages evidence is limited to the Subject Property's alleged loss of visibility
13 from I-15. Ex. D, 49:6-10 ("Q. [Y]our compensation opinion is limited to loss of view or
14 visibility..., right? A. Correct. That's correct."). In Nevada, however, absent a physical
15 taking, the deprivation of a property owner's view is not compensable unless the owner
16 acquired a right to view by express covenant. *Probasco*, 459 P.2d at 774. The facts and
17 evidence in this case require summary judgment under *Probasco*.

18 **a. *It is well-settled in Nevada that, absent a physical
19 taking, the deprivation of a property owner's view is not
20 compensable unless the owner acquired a right to view by
express covenant.***

21 "For eminent domain purposes there is a difference in treatment between positive
22 easements such as rights of passage and use, restrictive covenants, and the implied negative
23 easement of light, air and view." *Probasco*, 459 P.2d at 773. The Nevada Supreme Court has
24 held that the extinguishment of a positive easement by public acquisition may give rise to a
25 claim for compensation. *Id.* (citation omitted). It has ruled the same way regarding restrictive
26 covenants, "since such a covenant is in large measure identical with the express grant of a
27 positive easement." *Id.* (citation omitted). In both scenarios, the Court reasoned that positive
28 easements and restrictive covenants are "[e]ach normally created by legal instrument," recorded,

1 and made binding upon subsequent owners. *Id.* Additionally, “the identity of landowners who
2 may have a compensable right can readily be ascertained from public records.” *Id.* But this is
3 not the case with implied rights to light, air and view.

4 In *Probasco*, the Nevada Supreme Court was “urged to treat the claimed implied
5 negative easement of light, air and view in a similar fashion [as positive easements and
6 restrictive covenants].” *Id.* at 773-74. In a case of first impression, the Court refused to do so:

7
8 The dispositive appellate question is whether an abutting property
9 owner possesses a right to compensation for interference with his
10 claimed implied negative easement of light, air and view by an
11 overpass placed on a street in circumstances where none of the
owner’s real property is taken. Nevada has not ruled on this
question. We now declare that a right to compensation does not
exist in these circumstances and affirm the judgment entered
below.

12 *Id.* at 773. The Court aptly declined to saddle the government with a compensation obligation
13 based on nothing more than the unrecorded, unknown, and unforeseeable whimsy of an abutting
14 landowner, and it expressly repudiated the doctrine of implied negative easements in the context
15 of eminent domain:

16
17 Nevada has expressly repudiated the doctrine of implied negative
18 easement of light, air and view for the purpose of a private suit by
one landowner against a neighbor. *Boyd v. McDonald*, 408 P.2d
19 717 (Nev. 1965). ***We now expressly repudiate the doctrine of***
implied negative easements in the context of eminent domain.
20 *People ex rel. Dept. of Public Works v. Symons*, 357 P.2d 451
(Cal. 1960) (denying compensation where there had been no
actual taking or severance of the claimants’ property). Neither
21 constitution nor statute contemplates compensation for that which
does not exist.

22 Not every depreciation in the value of property ***not*** taken can be
23 made the basis of an award of damages. There is no right to
compensation for damages resulting from reasonable zoning
24 regulations, or by reason of the diversion of traffic away from
one’s property. *Rose v. State of California*, 123 P.2d 505 (Cal.
1942). ***The infringement upon an abutting owner’s light, air***
25 ***and view over a public highway should be similarly regarded***
unless such owner has acquired a right to light, air and view by
26 ***express covenant.***

27 *Id.* at 774 (emphasis added). This precedent has stood for nearly ***50 years.***
28

b. Probasco is dispositive here.

In the touchstone *Probasco* case, Probasco owned land abutting a public street. *Id.* at 773. In his claim against the City of Reno (the “City”), Probasco alleged that the City interfered with his right to light, air and view by building an overpass on the abutting street. *Id.* Although none of his property was taken for the overpass, Probasco sought compensation for his claimed *implied* right to light, air and view. *Id.* The district court entered judgment in favor of the City. *Id.* The Nevada Supreme Court affirmed, holding that in the absence of a physical taking “[t]he infringement upon an abutting [property] owner’s light, air and view over a public highway [is not compensable] unless such owner has acquired a right to light, air and view by express covenant. *Id.* at 774.

The facts in this case, as confirmed by the evidence, are identical to those confronted by the *Probasco* Court. Plaintiff owns land abutting a public highway (Ex. A; ACompl., ¶ 6); the State lawfully improved that public highway by building the Flyover (UF ¶¶ 11-17); the State did not “take,” or encroach upon, any portion of Plaintiff’s property to build the Flyover (UF, ¶¶ 22-24); and while Plaintiff seeks compensation for the alleged interference with his claimed right to view over the Flyover, he never acquired that right by *express* covenant (UF, ¶¶ 25-30). The Nevada Supreme Court has stated, clearly and concisely, that these facts do not constitute a viable inverse condemnation claim in this State. *Probasco* is dispositive and summary judgment in favor of the State as to Plaintiff’s inverse condemnation claim is required.

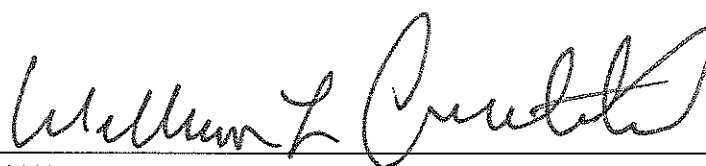
IV.

CONCLUSION

The State raised many of these same issues in its initial NRCP 12(b) Motion to Dismiss. Given the Motion to Dismiss standard, this Court afforded Plaintiff Nassiri the generous opportunity to conduct discovery and develop evidence to support his claims. Extensive discovery has been completed and Plaintiff has failed to develop any evidence whatsoever to establish an impairment of access to the Subject Property, a physical take of land for construction of the Flyover, or an express easement for view and/or visibility over I-15 and the Nassiri property. As these requisite elements do not exist, Plaintiff's claim for inverse condemnation must be dismissed.

DATED this 19th day of February, 2015.

Respectfully submitted, by:



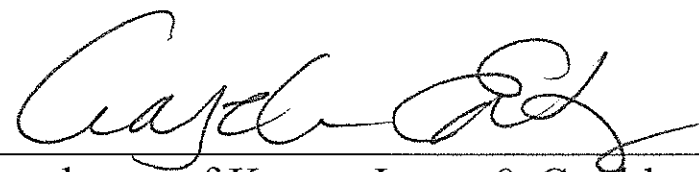
William L. Coulthard, Esq. (#3927)
Eric M. Pepperman, Esq. (#11679)
Mona Kaveh, Esq. (#11825)
KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway
Seventeenth Floor
Las Vegas, Nevada 89169

Adam Paul Laxalt, Esq. (#12426)
Dennis V. Gallagher, Esq. (#955)
Amanda B. Kern, Esq. (#9218)
OFFICE OF THE ATTORNEY GENERAL
555 E. Washington Avenue, Suite 3900
Las Vegas, Nevada 89101
Attorneys for Defendant

KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway
Seventeenth Floor
Las Vegas, Nevada 89169
(702) 385-6000 • Fax (702) 385-6001
kic@kempjones.com

Certificate of Service

I hereby certify that on the 19th day of February, 2015, I served a true and correct copy of the above and foregoing **MOTION FOR SUMMARY JUDGMENT ON PLAINTIFF'S CLAIM FOR INVERSE CONDEMNATION** to all parties, via the Court's e-filing service.



An employee of Kemp, Jones & Coulthard, LLP

NEWM, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway
Seventeenth Floor
Las Vegas, Nevada 89169
(702) 385-6000 • Fax (702) 385-6001
kic@kempjones.com

1 WILLIAM L. COULTHARD, ESQ. (#3927)
w.coulthard@kempjones.com
2 ERIC M. PEPPERMAN, ESQ. (#11679)
e.pepperman@kempjones.com
3 MONA KAVEH, ESQ. (#11825)
m.kaveh@kempjones.com
4 KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway, 17th Flr.
5 Las Vegas, Nevada 89169
Telephone: (702) 385-6000
6 Facsimile: (702) 385-6001

7 ADAM PAUL LAXALT, ESQ. (#12426)
Attorney General
8 DENNIS V. GALLAGHER, ESQ. (#955)
Chief Deputy Attorney General
9 dgallagher@ag.nv.gov
AMANDA B. KERN, ESQ. (#9218)
10 Deputy Attorney General
akern@ag.nv.gov
11 OFFICE OF THE ATTORNEY GENERAL
555 E. Washington Avenue, Suite 3900
12 Las Vegas, Nevada 89101
Telephone: (702) 486-3420
13 Facsimile: (702) 486-3768
Attorneys for the State
14

15 DISTRICT COURT
16 CLARK COUNTY, NEVADA

17 FRED NASSIRI, individually and as trustee
18 of the NASSIRI LIVING TRUST, a trust
formed under Nevada law,

19 Plaintiffs,

20 vs.

21 STATE OF NEVADA, on relation of its
22 Department of Transportation; DOE
GOVERNMENT AGENCIES I-X,
23 inclusive; DOE INDIVIDUALS I-X; and
DOE ENTITIES 1-10, inclusive,

24 Defendants.
25
26
27
28

Case No.: A672841
Dept. No.: XXVI

**APPENDIX TO MOTION FOR
SUMMARY JUDGMENT ON
PLAINTIFF'S CLAIM FOR INVERSE
CONDEMNATION**

Date of Hearing:
Time of Hearing:

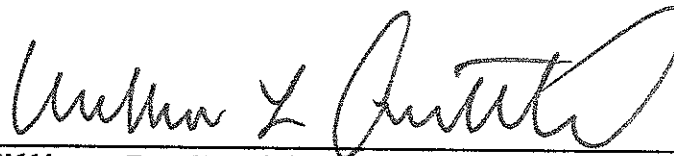
Pursuant to EDCR Rule 2.27(b), Defendant State of Nevada, on relation of its Department of Transportation, by and through its counsel of record, Kemp, Jones & Coulthard, LLP, and the Office of the Attorney General, hereby submits its Appendix to Motion for Summary Judgment on Plaintiff's Claim for Inverse Condemnation.

Exhibit	Document Description	Page Nos.
A	Aerial Map Showing the respective property and Surplus Parcel	DEPT0001
B	Settlement Agreement	DEPT0002— DEPT020
C	Notice of Entry of Stipulated Judgment	DEPT021— DEPT043
D	Excerpts from Keith Harper's deposition	DEPT044— DEPT052
E	Relevant pages from 2004 Environmental Assessment	DEPT053— DEPT057
F	Intent-to-Study letter dated July 7, 1999	DEPT058— DEPT071
G	Affidavit of Public Use, Necessity and Value signed July 22, 2004	DEPT072— DEPT075
H	Letter from Fred Nassiri to NDOT dated August 10, 1999	DEPT076— DEPT077
I	Excerpts from Steve Oxoby's deposition	DEPT078— DEPT089
J	Quitclaim Deed	DEPT090— DEPT096
K	Relevant pages from 2008 Environmental Assessment	DEPT097— DEPT104
L	September 2009 Design-Build Contract	DEPT105— DEPT124
M	Relevant pages from July 13, 2013 Court Hearing	DEPT125— DEPT126
N	July 2009 Design-Build Project Scope	DEPT127— DEPT134
O	Plaintiff's Response to Request for Production No. 84	DEPT135— DEPT136
P	Excerpts from Fred Nassiri's deposition	DEPT137— DEPT142
Q	Excerpts from Michael Chapman, Esq.'s deposition	DEPT143— DEPT145
R	Plaintiff's Response to Request for Admission No. 7	DEPT146— DEPT147
S	Plaintiff's Initial Expert Disclosure	DEPT148— DEPT150
T	Excerpts from Ken Ackeret's deposition	DEPT151— DEPT155

Exhibit	Document Description	Page Nos.
U	Screen Shot of Marketing Video	DEPT156
V	Listing Agreement	DEPT157
W	Plaintiff's Response to Interrogatory No. 3	DEPT158— DEPT159
X	Illustrative Exhibit to Ken Ackeret's deposition	DEPT160— DEPT161

DATED this 19th day of February, 2015.

Respectfully submitted by:



William L. Coulthard, Esq. (#3927)
Eric M. Pepperman, Esq. (#11679)
Mona Kaveh, Esq. (#11825)
KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway
Seventeenth Floor
Las Vegas, Nevada 89169

Adam Paul Laxalt, Esq. (#12426)
Dennis V. Gallagher, Esq. (#955)
Amanda B. Kern, Esq. (#9218)
OFFICE OF THE ATTORNEY GENERAL
555 E. Washington Avenue, Suite 3900
Las Vegas, Nevada 89101
Attorneys for the State

Certificate of Service

I hereby certify that on the 19 day of February, 2015, I served a true and correct copy of the above and foregoing **APPENDIX TO MOTION FOR SUMMARY JUDGMENT ON PLAINTIFF'S CLAIM FOR INVERSE CONDEMNATION** to all parties, via the Court's e-filing service.

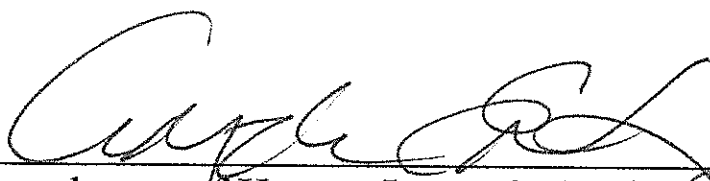

An employee of Kemp, Jones & Coulthard, LLP

EXHIBIT A

15

ALEXANDRIA
PROPERTIES

NORTH

SOUTH

IR

NASSIRI
11.04 AC

NASSIRI
30.54 AC

NOT ACQUIRED
FROM ALEXANDRIA

NOT ACQUIRED FROM NASSIRI

ALEXANDRIA PROPERTIES
6.74 AC

ALEXANDRIA
PROPERTIES
28.92 AC

ALEXANDRIA
PROPERTIES
1.3 AC

NORTH

SOUTH

15

16

17

18

DEPT 001

Nassiri000127
PA00320

EXHIBIT B

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (this "Agreement") is entered into this 28 day of April, 2005 (the "Execution Date") by and among The State of Nevada, on relation of its Department of Transportation ("NDOT" or "Plaintiff") and Fred Nassiri, a resident of Clark County, Nevada ("NASSIRI" or "Defendant", and together with NDOT, "the Parties").

I.

Recitals

1.01 The Lawsuit. On or about August 31, 2004, NDOT filed its Complaint in condemnation ("Complaint") against, among others, NASSIRI, in the Eighth Judicial District Court, Clark County, Nevada, Case Number A491334 (the "Lawsuit") to acquire certain property owned by NASSIRI in fee simple and other property owned by NASSIRI for a two-year construction easement in connection with the construction and reconstruction of the interchange at I-15 and Blue Diamond Road, and the attendant widening and realignment of Blue Diamond Road (the "Project"). NDOT also named Clark County as a defendant in the Lawsuit. Clark County filed a disclaimer of any interest in the proceedings on October 13, 2004.

1.02 Funds on Deposit With Court Clerk. On September 27, 2004, NDOT deposited with the Clerk of the Court ("Clerk") the sum of FOUR MILLION EIGHT HUNDRED TEN THOUSAND and NO/100 DOLLARS (\$4,810,000.00) in connection with NDOT's motion for immediate occupancy (the "Deposit").

1.03 The Exchange Property. NDOT owns 24.41 acres (1,063,132 square feet) of land located generally southeast of the intersection of existing Blue Diamond Road and I-15 and east of NASSIRI's property, which land is more particularly described in the legal description attached hereto at Exhibit "I" and incorporated herein by this reference (the "Exchange Property"). NASSIRI desires to purchase the Exchange Property from NDOT.

1.04 Settlement. The parties hereto desire to enter into this Agreement, which among other things provides for full and final resolution of the Lawsuit, the release of the Deposit to NASSIRI, the conveyance in fee simple of certain property owned by Nassiri to NDOT by judgment, the conveyance of temporary construction easements over the Exchange Property to NDOT, and the conveyance of the Exchange Property to NASSIRI on the terms and conditions set forth herein.

...

II.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows.

2.01 Escrow. The Parties shall establish an escrow in Las Vegas, Nevada with Nevada Title Company ("Escrow"), establishing a certified escrow officer to act as the Escrow Agent, and this Agreement shall serve as the instructions to the Escrow Agent for handling the transaction. The Escrow Agent shall not take any action contrary to this Agreement absent the express direction of both Parties in writing. Closing shall occur on the Closing Date as defined in Section 2.07, below.

2.02 Stipulated Judgment and Condemnation Proceeds. On or before the Closing Date, the Parties shall execute and deliver to Escrow a stipulation ("Stipulated Judgment") in the form attached hereto as Exhibit "2" together with an executed Final Judgment and Final Order of Condemnation attached thereto ("Final Judgment"), which Stipulated Judgment shall provide, among other matters, that the Clerk shall release the Deposit to NASSIRI, and release the balance of any funds held by the Clerk in connection with the Lawsuit to NDOT.

2.03 Vesting of Title in NDOT. The property to be conveyed to NDOT by recordation of the Final Judgment is located in unincorporated Clark County, Nevada, and consists of portions of the property generally located at the southwest corner of the intersection of Las Vegas Boulevard South and existing Blue Diamond Road, having Clark County Assessor's Parcel Number 177-08-803-002 and an address of 8011 Las Vegas Boulevard South, Las Vegas, Nevada 89123, and more specifically described in the Complaint as a 183,823 square-foot portion of NDOT Parcel No. S-160-CL-000.016 in fee simple absolute, as further described and identified in Exhibit "2" attached hereto and incorporated herein by this reference (the "Fee Acquisition"), a temporary easement on a 705 square-foot portion of NDOT Parcel No. S-160-CL-000.016TE, also as described in Exhibit "2" (the "TE"), and a 25,419 square-foot portion of NDOT Parcel No. S-160-CL-000.015, which the Complaint requested in fee simple but the Parties have agreed will serve instead as a temporary easement (the "Teardrop TE", and together with the TE and the Fee Acquisition, the "Subject Property"). The Subject Property shall be condemned and given over to NDOT through entry with the Clerk of the Stipulated Judgment attached hereto as Exhibit "1" and the recording with the Clark County Recorder of the Final Judgment attached thereto, or such other documentation as NDOT may require to vest fee simple title to the Fee Acquisition in NDOT and secure NDOT's TE and Teardrop TE.

2.04 Conveyance of Exchange Property to NASSIRI.

(a) Quitclaim Deed. NDOT shall convey the Exchange Property to NASSIRI by quitclaim deed in the form attached hereto as Exhibit "3", without warranty, "as-is", "where-is", and

"with all faults" (the "Quitclaim Deed"). NASSIRI acknowledges that he is aware of claims by Carolyn Ann Chambers or her representatives relating to an alleged reversionary interest or other right relating to the Exchange Property (the "Chambers Claims"), that he has performed his own investigation of the Chambers Claims, and, based upon such investigation, accepts the Exchange Property subject to any claims of Chambers, her assigns or successors.

(b) Title. NASSIRI may cause Escrow Agent to issue to NASSIRI (with a copy to NDOT) a preliminary title report with respect to the Exchange Property (the "Preliminary Report") on or before the close of business on the tenth business day following the Execution Date, together with copies of all documents relating to title exceptions referred to in the Preliminary Report. NASSIRI shall give NDOT notice if the Preliminary Report contains any exceptions that are not reasonably acceptable to NASSIRI on or before the close of business on the tenth (10th) business day prior to Closing ("NASSIRI's Title Notice"). NDOT shall notify NASSIRI on or before the close of business on the fifth (5th) business day following the date of NASSIRI's Title Notice if NDOT will satisfy any requirement or remove any exception before the Closing Date ("NDOT's Title Notice"). NDOT's failure to provide NDOT's Title Notice with respect to any requirement or exception shall constitute NDOT's refusal to satisfy or remove the requirement or exception. NASSIRI shall thereafter, but not less than two (2) business days prior to the Closing Date, approve the title contingency set forth herein, or terminate this Agreement. NASSIRI's failure to give such notice of termination shall constitute NASSIRI's agreement to all title exceptions or requirements and NASSIRI's agreement to consummate the transactions contemplated by this Agreement. If notice of termination is given, this Agreement shall terminate and the parties shall be released from any and all further obligations under this Agreement, except for any such obligation which survives termination. Those exceptions to title set forth in the Preliminary Report to which NASSIRI has not objected in writing to NDOT or that NDOT has not agreed to remove pursuant to this Section 9 shall, together with any interest of Carolyn Ann Chambers, her assigns or successors, constitute the "Approved Exceptions".

(c) Chambers Representation and Indemnity. Nassiri represents and warrants as of the Closing Date that Nassiri shall have secured an assignment to Nassiri of all right, title, and interest of Carolyn Ann Chambers, her successors or assigns, in or to the Chambers Claims. Nassiri shall indemnify and hold harmless the State of Nevada and NDOT, their managers, agents, employers, employees, attorneys, insurers, successors, and assigns, and their political subdivisions and sister agencies, of and from all claims, known or unknown, asserted or unasserted of whatever nature, now existing or hereafter arising, including but not limited to claims for attorney's fees and costs, relating in any way to the Chambers Claims.

2.05 Exchange Compensation. On or before the Closing Date, NASSIRI shall deposit in Escrow the sum of TWENTY-THREE MILLION TWO HUNDRED TWENTY NINE THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$23,229,500.00) (the "Exchange Compensation") in "Cash." For purposes of this Agreement, "Cash" means immediately available United States funds transferred by certified check or wire transfer.

2.06 Exchange Property Construction Easement. On or before the Closing Date, NASSIRI shall execute and deliver to Escrow a temporary construction easement in the form attached hereto as Exhibit "4" allowing NDOT to use certain portions of the Exchange Property in connection with Project planning, staging, and construction (the "Exchange Property Easement").

2.07 Closing.

(a) Date and Location. Closing shall occur at the offices of Escrow Agent at 10:00 a.m. on the thirtieth (30th) day after the Execution Date, or at such other time or place as the Parties may agree in writing (the "Closing Date").

(b) NASSIRI Deliveries on Closing Date. Unless previously provided, NASSIRI shall deliver the following to Escrow on the Closing Date:

- (i) Executed Stipulated Judgment together with executed Final Judgment and such other documentation as NDOT may require to vest fee simple title to the Fee Acquisition in NDOT and secure NDOT's TE and Teardrop TE;
- (ii) Executed Exchange Property Easement;
- (iii) Exchange Compensation;
- (iv) Any fees for issuance by Nevada Title Company of a policy of title insurance for the Exchange Property;
- (v) ½ of any fees of Escrow or Escrow Agent for handling this transaction; and
- (vi) Real property transferor other taxes, if any, that apply to the recording of the Quitclaim Deed.

(c) NDOT Deliveries on Closing Date. Unless previously provided, NDOT shall deliver the following to Escrow on the Closing Date:

- (i) Executed Stipulated Judgment together with executed Final Judgment and Final Order of Condemnation; and
- (ii) The Quitclaim Deed;

(d) Actions by Escrow Agent on Closing Date. On the Closing Date, Escrow Agent shall:

- (i) Collect the deliveries required by NASSIRI and NDOT as set forth in Sections 2.07(b) and (c), above;
- (ii) If desired and paid for by NASSIRI, issue an Owner's Policy of Title Insurance for the Exchange Property subject only to the Approved Exceptions;
- (iii) Record the Quitclaim Deed and the Exchange Property Easement;
- (iv) Deliver to NDOT, less ½ any applicable Escrow or Escrow Agent fees for handling this transaction, the Exchange Compensation; and
- (v) Prepare and deliver to the Parties a closing statement.

2.08 NDOT Release. NDOT hereby fully releases and forever discharges NASSIRI and his agents, employers, employees, attorneys, insurers, successors, and assigns, of and from all claims, known or unknown, asserted or unasserted, of whatever nature, now existing or hereafter arising, including but not limited to claims for attorney's fees and costs, relating in any way to the Lawsuit, or any matters asserted therein, or which could have been asserted therein, or its subject matter.

2.09 NASSIRI Release. NASSIRI hereby releases and forever discharges: (i) the Lawsuit, or any matters asserted therein, or which could have been asserted therein, or its subject matter, including but not limited to any claims related to the location on the Property of a public highway and necessary incidents thereto, and any claims for any severance damages to the remainder of NASSIRI's property; and (ii) the physical condition of the Exchange Property as of the Execution Date or matters affecting title or claims thereto.

2.10 NDOT Ownership. NASSIRI represents and warrants that, to the best of his knowledge, no third party has any right, title, or interest in the Fee Acquisition or TE or Teardrop TE land, and Nassiri covenants that he shall take no action between the Execution Date and Closing Date that will result in any third party having any right, title, or interest in or to the Fee Acquisition, TE, or Teardrop TE.

2.11 Property Damage. NASSIRI shall be responsible for any and all risk and liability for any injury or damage to persons or personal property or for any injury or damage to the Subject Property, including but not limited to any and all repairs and/or maintenance to the Property, until the Final Judgment and Final Order of Condemnation is recorded with the Clark County, Nevada Recorder. NDOT shall be responsible for any and all risk and liability for any injury or damage to persons or personal property or for any injury or damage to the Exchange Property, including but not limited to any and all repairs and/or maintenance to the Exchange Property, until the Closing Date

2.12 Condition of TE and Teardrop TE. NDOT shall leave the TE and Teardrop TE in as neat and presentable condition as it existed prior to NDOT's use of the TE and Teardrop TE, with

all fences, structures and other property belonging to NASSIRI that NDOT may remove or relocate in order to complete the Project to be replaced as nearly in their original condition as is reasonably possible.

2.13 Civil Rights Act. The regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23, Code of Federal Regulations Part 200, and Title 49, Code of Federal Regulations Part 21, are hereby incorporated by reference and made a part of this Agreement.

2.14 NRS Chapter 408. NDOT shall have the right to adapt and improve the whole or any part of the Property in accordance with the provisions of NRS Chapter 408, including but not limited to NRS 408.487.

2.15 Highway Engineer's Stationing. All Highway Engineer's Stationing is approximate and subject to slight adjustment as necessary to meet construction requirements. To the extent adjustments due to Highway Engineer's Stationing result in a net Fee Acquisition more than one hundred (100) square feet greater or less than 183,823 square feet, the rate of Twenty-Three dollars (\$23.00) per square foot shall be applied to such net change and a credit or invoice generated by NDOT at the conclusion of the Project or at such earlier time as the net area can be finally calculated. NDOT shall pay any credit owing Nassiri hereunder within sixty (60) days of calculating the final net Fee Acquisition, or, alternatively, Nassiri shall pay any invoice generated by NDOT hereunder within sixty (60) days of receipt.

2.16 Extension of TE and Teardrop TE Term. The termination date of the TE and Teardrop TE has been established in compliance with the best available information on the time frame needed for the Project. If NDOT determines that circumstances warrant an extension of the term of the TE and Teardrop TE to complete the Project, NASSIRI shall grant such an extension to NDOT at a rate of \$500.00 per month.

2.17 No Liability. By entering into this Agreement, no party shall be deemed to admit: (i) any liability for any claims, causes of action, or demands; (ii) any wrong doing or fault; nor (iii) violation of any law, precedent, rule, regulation, or statute. Further, nothing contained in this Agreement may be construed as an admission against the interest of any party.

2.18 Attorney's Fees. If any action is commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all of its expenses related to such action, including but not limited to, its reasonable attorney's fees and costs.

2.19 Acknowledgments. The parties mutually understand, agree, and warrant: (i) that NDOT and NASSIRI deny the legal liability and damages alleged in the Lawsuit, that the payment and distribution of the Condemnation Proceeds, and execution of the Judgment, as provided herein is not to be construed as admissions of liability on the part of NDOT or NASSIRI, but such payment and distribution is solely in compromise and settlement of disputed claims, and the amount of the

Condemnation Proceeds is not an admission by any party as to the fair market value of the Subject Property, or any claims for damages; (ii) that the releases contained herein extend and apply to and also cover and include all unknown, unforeseen, unsuspected, and unanticipated injuries, claims, damages, losses, and liabilities, if any, arising from the matters addressed herein; (iii) that no promise or inducement has been offered except as herein set forth; (iv) that this settlement is in good faith and is equitable; (v) that this Agreement is executed without reliance upon any statement or representation by any party or its representatives concerning the nature and extent of the claimed damages or legal liability therefor; (vi) the parties are legally competent to execute this Agreement and to accept full responsibility therefore; (vii) that this Agreement and the releases set forth herein have been carefully read in their entirety by the Parties, who have had the benefit and advice of counsel of their choosing, and this Agreement and the releases set forth herein are known by the Parties to be in full and final and complete compromise, settlement, release, accord and satisfaction, and discharge of all claims and actions as above stated; and (viii) that in entering into this Agreement and the settlement and releases that are encompassed herein, the Parties are acting freely and voluntarily and without influence, compulsion, or duress of any kind from any source, including, but not limited to, any other party or parties, their attorneys, representatives, or anyone acting or purporting to act on behalf of any party.

2.20 Integration. This Agreement constitutes the entire Agreement by and between the Parties and supersedes and replaces any and all previous agreements entered into or negotiated between the Parties.

2.21 Assignment. This Agreement shall not be assigned by NASSIRI, in whole or in part, to any third party, except to a buyer of all of the property NASSIRI owns within Parcel Number 177-08-803-002 as of the Execution Date, without the approval of NDOT in writing, and only then in the event such third party agrees to be bound by the terms herein. Any such assignment will not relieve NASSIRI of any obligations to NDOT hereunder.

2.22 Amendments. This Agreement may not be amended or modified except in writing and signed by each of the Parties.

2.23 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

2.24 Counterparts. This Agreement may be executed in any number of counterparts confirmed by facsimile signatures transmitted by telephone, each of which shall be deemed a duplicate original.

2.25 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors, or assigns, as the case may be.

2.26 Notices. Any Notice required or desired to be given under this Agreement shall be

in writing and personally hand delivered, given by overnight express delivery with receipt, or given by United States registered or certified mail, postage prepaid, return receipt requested. All Notices shall be sent to the receiving party at the following address or at such other address as the party may from time to time direct in writing:

If to NASSIRI:
6590 Bermuda Road
Las Vegas, Nevada 89119

With a copy to:
Michael Chapman, Esq.
9585 Prototype Court, #C
Reno, Nevada 89521
Fax: (775)827-1872

If to NDOT:
Nevada Department of Transportation
Attn: Jeffrey Fontaine, P.E., Director
1263 S. Stewart St.
Carson City, Nevada 89712

With a copy to:
Gregory J. Walch, Esq.
Santoro, Driggs, Walch et al.
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Fax: (702)791-0308

For purposes of this Agreement, Notices shall be deemed to have been given, delivered, or received upon personal delivery thereof or seventy-two (72) hours after having been deposited in the United States mail as provided herein.

2.27 Headings. All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and shall not be considered in the construction or interpretation of any provision of this Agreement.

2.28 No Third Party Beneficiaries. This Agreement is for the benefit of the State of Nevada on relation of its Department of Transportation and NASSIRI only, and is not for the benefit of any other person or entity. Without limiting the generality of the preceding sentence, the Parties hereto agree that there are no third-party beneficiaries of this Agreement.

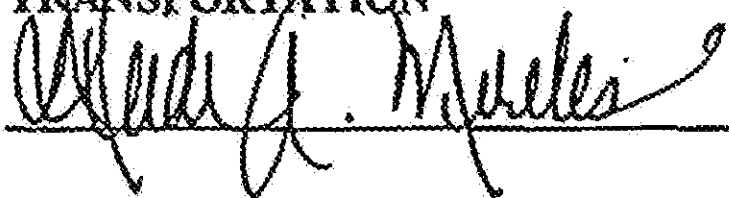
2.28 No Presumption Regarding Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between NDOT and NASSIRI, and that this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would not be appropriate to deem either Party to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

...

...

2.29 Time is of the Essence. The Parties acknowledge that time is of the essence in every aspect of this Agreement.

THE STATE OF NEVADA, ON
RELATION OF ITS DEPARTMENT OF
TRANSPORTATION



By: Heidi A. Mireles
Its: Chief Right-of-Way Agent
Date: April 29, 2005

FRED NASSIRI

Date: _____

Approved as to Legality and Form:

SANTORO, DRIGGS, WALCH,
KEARNEY, JOHNSON & THOMPSON

CHAPMAN LAW OFFICE

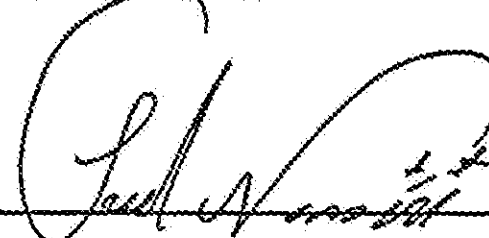
By: _____
GREGORY J. WALCH, ESQ.
Nevada Bar No. 4780
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
400 South Fourth Street, Third Floor
Las Vegas, NV 89101
Phone: (702) 791-0308
Attorneys for Plaintiff The State of
Nevada, on relation of its Department
of Transportation

By: _____
MICHAEL G. CHAPMAN, ESQ.
Nevada Bar No. 1630
9585 Prototype Court, #C
Reno, Nevada 89521
Phone: (775) 827-1866
Attorney for Defendant Fred Nassiri

2.29 Time is of the Essence. The Parties acknowledge that time is of the essence in every aspect of this Agreement.

THE STATE OF NEVADA, ON
RELATION OF ITS DEPARTMENT OF
TRANSPORTATION

FRED NASSIRI


Date: 4-28-06

By: _____
Its: _____
Date: _____

Approved as to Legality and Form:

SANTORO, DRIGGS, WALCH,
KEARNEY, JOHNSON & THOMPSON

CHAPMAN LAW OFFICE

By: _____
GREGORY J. WALCH, ESQ.
Nevada Bar No. 4780
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
400 South Fourth Street, Third Floor
Las Vegas, NV 89101
Phone: (702) 791-0308
Attorneys for Plaintiff The State of
Nevada, on relation of its Department
of Transportation

By: _____
MICHAEL G. CHAPMAN, ESQ.
Nevada Bar No. 1630
9585 Prototype Court, #C
Reno, Nevada 89521
Phone: (775) 827-1866
Attorney for Defendant Fred Nassiri

2.29 Time is of the Essence. The Parties acknowledge that time is of the essence in every aspect of this Agreement.

THE STATE OF NEVADA, ON
RELATION OF ITS DEPARTMENT OF
TRANSPORTATION

FRED NASSIRI


By: _____
Its: _____
Date: _____

Date: _____

Approved as to Legality and Form:

SANTORO, DRIGGS, WALCH,
KEARNEY, JOHNSON & THOMPSON

CHAPMAN LAW OFFICE

By: 
GREGORY J. WALCH, ESQ.
Nevada Bar No. 4780
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
400 South Fourth Street, Third Floor
Las Vegas, NV 89101
Phone: (702) 791-0308
Attorneys for Plaintiff The State of
Nevada, on relation of its Department
of Transportation

By: _____
MICHAEL G. CHAPMAN, ESQ.
Nevada Bar No. 1630
9585 Prototype Court, #C
Reno, Nevada 89521
Phone: (775) 827-1866
Attorney for Defendant Fred Nassiri

2.29 Time is of the Essence. The Parties acknowledge that time is of the essence in every aspect of this Agreement.

THE STATE OF NEVADA, ON
RELATION OF ITS DEPARTMENT OF
TRANSPORTATION

FRED NASSIRI

By: _____
Its: _____
Date: _____


Date: _____

Approved as to Legality and Form:

SANTORO, DRIGGS, WALCH,
KEARNEY, JOHNSON & THOMPSON

CHAPMAN LAW OFFICE

By: _____
GREGORY J. WALCH, ESQ.
Nevada Bar No. 4780
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
400 South Fourth Street, Third Floor
Las Vegas, NV 89101
Phone: (702) 791-0308
Attorneys for Plaintiff The State of
Nevada, on relation of its Department
of Transportation

By:  _____
MICHAEL G. CHAPMAN, ESQ.
Nevada Bar No. 1630
9585 Prototype Court, #C
Reno, Nevada 89521
Phone: (775) 827-1866
Attorney for Defendant Fred Nassiri



Nevada Title Company

ESCROW DISCLAIMER

TO: Nevada Title Company
ESCROW NO.: 05-05-0001-CLB
DATE: May 8, 2005

The undersigned parties acknowledge that the Escrow Agent's function is to be a disinterested third party, taking mutual instructions from the parties to a transaction for preparation of documentation to complete the principal's prior agreements.

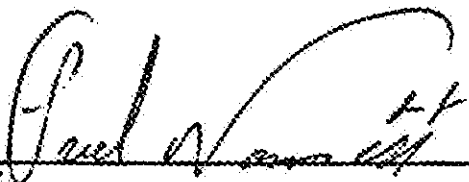
The Escrow Agent is **NOT AN ATTORNEY** and **CANNOT ADVISE** the parties as to any legal business, or tax consequences of any provisions or instrument set forth or prepared in connection with this transaction. The undersigned have read and understand each document to which we have affixed our signature and have authorized and instructed Escrow Agent in the manner in which any blanks remaining in said forms are to be completed.

With regard to any questions we may have had pertaining to the Escrow Instructions, the Escrow Agent's role or participation in the escrow, or to the roles of the Real Estate Broker, if any, we have received sufficient explanation. We understand that the subject escrow shall close in accordance with the matters set forth on the documents we have executed.

With regard to any questions we may have had pertaining to the new loan being obtained, if any, we have been made aware that the loan documents were not generated by Nevada Title Company, and that we have received sufficient explanation from the lender providing said loan.

DO NOT AFFIX YOUR SIGNATURES BELOW UNTIL YOU HAVE READ AND AGREED WITH THE MATTERS SET FORTH ABOVE. SHOULD YOU STILL HAVE QUESTIONS WITH REGARD TO THE ABOVE, YOU ARE ADVISED TO SEEK THE ADVICE OF AN INDEPENDENT LEGAL COUNSEL.

BUYERS:


Fred Nassiri

SELLERS:

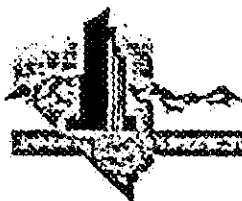
State of Nevada Department of Transportation

By: _____

Print Name: _____

Title: _____

DEPT014



Nevada Title Company

ESCROW DISCLAIMER

TO: Nevada Title Company
ESCROW NO.: 05-05-0001-CLB
DATE: May 8, 2005

The undersigned parties acknowledge that the Escrow Agent's function is to be a disinterested third party, taking mutual instructions from the parties to a transaction for preparation of documentation to complete the principal's prior agreements.

The Escrow Agent is NOT AN ATTORNEY and CANNOT ADVISE the parties as to any legal business, or tax consequences of any provisions or instrument set forth or prepared in connection with this transaction. The undersigned have read and understand each document to which we have affixed our signature and have authorized and instructed Escrow Agent in the manner in which any blanks remaining in said forms are to be completed.

With regard to any questions we may have had pertaining to the Escrow Instructions, the Escrow Agent's role or participation in the escrow, or to the roles of the Real Estate Broker, if any, we have received sufficient explanation. We understand that the subject escrow shall close in accordance with the matters set forth on the documents we have executed.

With regard to any questions we may have had pertaining to the new loan being obtained, if any, we have been made aware that the loan documents were not generated by Nevada Title Company, and that we have received sufficient explanation from the lender providing said loan.

DO NOT AFFIX YOUR SIGNATURES BELOW UNTIL YOU HAVE READ AND AGREED WITH THE MATTERS SET FORTH ABOVE. SHOULD YOU STILL HAVE QUESTIONS WITH REGARD TO THE ABOVE, YOU ARE ADVISED TO SEEK THE ADVICE OF AN INDEPENDENT LEGAL COUNSEL.

BUYERS:

Fred Nassiri

SELLERS:

State of Nevada Department of Transportation

By: _____

Print Name: _____

Title: _____

FIRST AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This First Amendment to Settlement Agreement and Release of All Claims (the "First Amendment") is made and entered into this 4th day of June, 2005, by and among The State of Nevada, on relation of its Department of Transportation ("NDOT" or "Plaintiff") and Fred Nassiri, a resident of Clark County, Nevada ("NASSIRI" or "Defendant", and together with NDOT, "the Parties") to amend that certain Settlement Agreement and Release of All Claims (the "Settlement Agreement") entered into by the Parties on or about April 28, 2005.

I.

Recitals

1.01 The Lawsuit. On or about August 31, 2004, NDOT filed its Complaint in condemnation ("Complaint") against, among others, NASSIRI, in the Eighth Judicial District Court, Clark County, Nevada, Case Number A491334 (the "Lawsuit") to acquire certain property owned by NASSIRI in fee simple and other property owned by NASSIRI for a two-year construction easement in connection with the construction and reconstruction of the interchange at I-15 and Blue Diamond Road, and the attendant widening and realignment of Blue Diamond Road (the "Project"). NDOT also named Clark County as a defendant in the Lawsuit. Clark County filed a disclaimer of any interest in the proceedings on October 13, 2004.

1.02 Settlement Agreement. The Parties resolved the Lawsuit through the Settlement Agreement, which, among other things, provided that NDOT would convey to NASSIRI a 1,063,132 parcel of land defined therein as the "Exchange Property" and NASSIRI would pay NDOT TWENTY-THREE MILLION TWO HUNDRED TWENTY NINE THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$23,229,500.00) (the "Exchange Compensation") in exchange. The Parties have discovered that the Exchange Property legal description should be changed as set forth in this First Amendment, and that such revised legal description will be used in both the Quitclaim Deed and Exchange Property Easement.

1.03 Settlement Agreement Survival. The Parties also desire that the Settlement Agreement be modified to set forth more clearly the Parties' intention that the representations, warranties, indemnities, and all other rights and obligations of the Settlement Agreement shall not merge with the conveyance or recording of the Quitclaim Deed or Exchange Property Easement.

II.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows.

2.01 Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Settlement Agreement.

2.02 Exchange Property Legal Description. The Exchange Property shall be the 1,063,570 square foot property set forth in the legal description and diagram attached hereto as Exhibit A-1 and incorporated herein by this reference. The legal description set forth in Exhibit A-1 shall be attached to and incorporated into the Quitclaim Deed and the Exchange Property Easement.

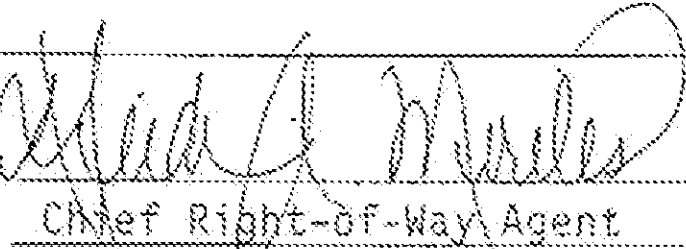
2.03 Exchange Compensation. The Exchange Compensation shall be TWENTY-THREE MILLION TWO HUNDRED THIRTY-NINE THOUSAND FOUR AND 05/100 DOLLARS (\$23,239,004.50) rather than TWENTY-THREE MILLION TWO HUNDRED TWENTY NINE THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$23,229,500.00) to reflect the additional square footage included in the Exchange Property legal description attached hereto as Exhibit A-1 at TWENTY-ONE AND 85/100 DOLLARS (\$21.85) per square foot.

2.04 Survival. The representations, warranties, indemnities, and all other rights and obligations provided in the Settlement Agreement shall not merge with the conveyance or recording of the Quitclaim Deed or Exchange Property Easement, or with the entry or recording of the Final Judgment.

This First Amendment shall be effective as of the date first written above.

THE STATE OF NEVADA, ON
RELATION OF ITS DEPARTMENT OF
TRANSPORTATION

FRED NASSIRI

By: 
Its: Chief Right-of-Way Agent
Date: June 14, 2005

Date: _____

II.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows.

2.01 Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Settlement Agreement.

2.02 Exchange Property Legal Description. The Exchange Property shall be the 1,063,570 square foot property set forth in the legal description and diagram attached hereto as Exhibit A-1 and incorporated herein by this reference. The legal description set forth in Exhibit A-1 shall be attached to and incorporated into the Quitclaim Deed and the Exchange Property Easement.

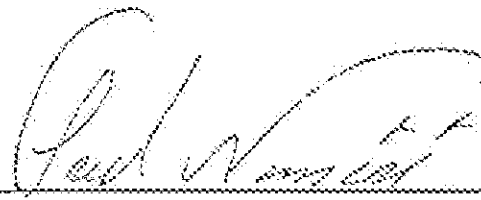
2.03 Exchange Compensation. The Exchange Compensation shall be TWENTY-THREE MILLION TWO HUNDRED THIRTY-NINE THOUSAND FOUR AND 05/100 DOLLARS (\$23,239,004.50) rather than TWENTY-THREE MILLION TWO HUNDRED TWENTY NINE THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$23,229,500.00) to reflect the additional square footage included in the Exchange Property legal description attached hereto as Exhibit A-1 at TWENTY-ONE AND 85/100 DOLLARS (\$21.85) per square foot.

2.04 Survival. The representations, warranties, indemnities, and all other rights and obligations provided in the Settlement Agreement shall not merge with the conveyance or recording of the Quitclaim Deed or Exchange Property Easement, or with the entry or recording of the Final Judgment.

This First Amendment shall be effective as of the date first written above.

THE STATE OF NEVADA, ON
RELATION OF ITS DEPARTMENT OF
TRANSPORTATION

FRED NASSIRI



Date: 6-7-05

By: _____

Its: _____

Date: _____

Approved as to Legality and Form:

SANTORO, DRIGGS, WALCH,
KEARNEY, JOHNSON & THOMPSON

By: 

GREGORY J. WALCH, ESQ.

Nevada Bar No. 4780

KIRBY C. GRUCHOW, JR., ESQ.

Nevada Bar No. 6663

400 South Fourth Street, Third Floor

Las Vegas, NV 89101

Phone: (702) 791-0308

Attorneys for Plaintiff The State of
Nevada, on relation of its Department
of Transportation

CHAPMAN LAW OFFICE

By: _____

MICHAEL G. CHAPMAN, ESQ.

Nevada Bar No. 1630

9585 Prototype Court, #C

Reno, Nevada 89521

Phone: (775) 827-1866

Attorney for Defendant Fred Nassiri

Approved as to Legality and Form:

SANTORO, DRIGGS, WALCH,
KEARNEY, JOHNSON & THOMPSON

CHAPMAN LAW OFFICE

By: _____

GREGORY J. WALCH, ESQ.
Nevada Bar No. 4780
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
400 South Fourth Street, Third Floor
Las Vegas, NV 89101
Phone: (702) 791-0308
Attorneys for Plaintiff The State of
Nevada, on relation of its Department
of Transportation

By: _____



MICHAEL G. CHAPMAN, ESQ.
Nevada Bar No. 1630
9585 Prototype Court, #C
Reno, Nevada 89521
Phone: (775) 827-1866
Attorney for Defendant Fred Nassiri

EXHIBIT C

ORIGINAL

7

1 NEOJ
2 SANTORO, DRIGGS, WALCH,
3 KEARNEY, JOHNSON & THOMPSON
4 GREGORY J. WALCH, ESQ.
5 Nevada Bar No. 4780
6 KIRBY C. GRUCHOW, JR., ESQ.
7 Nevada Bar No. 6663
8 400 South Fourth Street, Third Floor
9 Las Vegas, Nevada 89101
10 Telephone: (702) 791-0308
11 Facsimile: (702) 791-1912

12 Attorneys for Plaintiff

13 DISTRICT COURT

14 CLARK COUNTY, NEVADA

15 THE STATE OF NEVADA, on relation of its
16 Department of Transportation,

17 Plaintiff,

18 vs.

19 FRED NASSIRI; CLARK COUNTY, a political
20 subdivision of the State of Nevada; all other persons
21 unknown claiming any right, title, estate, lien or
22 interest in the real property described in the
23 Complaint; JOHN DOES I through X; and ROE
24 CORPORATIONS XI through XX, inclusive,

25 Defendants.

Case No: A491334
Dept. No.: XIII

FILED

JUL 13 10 21 AM '05

Shirley B. Pirogione
CLERK

26 NOTICE OF ENTRY OF STIPULATED JUDGMENT

27 PLEASE TAKE NOTICE that a Stipulated Judgment was entered in the above-entitled

28 ...

...

...

...

...

...

...

SANTORO, DRIGGS, WALCH, KEARNEY, JOHNSON & THOMPSON
400 SOUTH FOURTH STREET, THIRD FLOOR, LAS VEGAS, NEVADA 89101
(702) 791-0308 - FAX (702) 791-1912

CLARK COUNTY

JUL 13 2005

RECEIVED

SANTORO, DRIGGS, WALCH, KEARNEY, JOHNSON & THOMPSON
400 SOUTH FOURTH STREET, THIRD FLOOR, LAS VEGAS, NEVADA 89101
(702) 791-0308 - FAX (702) 791-1912

1 matter on the 23rd day of June, 2005, a copy of which is attached hereto.

2 DATED this 12th day of July, 2005.

3 SANTORO, DRIGGS, WALCH,
4 KEARNEY, JOHNSON & THOMPSON

5
6 By: 

GREGORY J. WALCH, ESQ.

Nevada Bar No. 4780

KIRBY C. GRUCHOW, JR., ESQ.

Nevada Bar No. 6663

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

Phone: (702) 791-0308

Attorneys for Plaintiff The State of Nevada,
on relation of its Department of Transportation

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), the undersigned, an employee of SANTORO, DRIGGS, WALCH, KEARNEY, JOHNSON & THOMPSON, hereby certified that on the 13th day of July, 2005, she served a true and correct copy of the foregoing, **NOTICE OF ENTRY OF STIPULATED JUDGMENT**, by:

- ☒ Depositing for mailing, in a sealed envelope, U.S. postage prepaid, at Las Vegas, Nevada
- ☐ Personal Delivery
- ☐ Facsimile
- ☐ Federal Express/Airborne Express/Other Overnight Delivery
- ☐ Las Vegas Messenger Service

addressed as follows:

Michael G. Chapman, Esq. Chapman Law Offices 9585 Prototype Court, #C Reno, Nevada 89521 Attorney for Defendant Fred Nassiri	
--	--


An employee of SANTORO, DRIGGS, WALCH, KEARNEY, JOHNSON & THOMPSON

JUDG
SANTORO, DRIGGS, WALCH,
KEARNEY, JOHNSON & THOMPSON
GREGORY J. WALCH, ESQ.
Nevada Bar No. 4780
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
400 South Fourth Street, Third Floor
Las Vegas, NV 89101
Phone: (702)791-0308
Facsimile: (702)791-1912

Attorneys for Plaintiff

FILED

JUN 23 12 36 PM '05

Shirley R. Pangloss
CLERK

DISTRICT COURT
CLARK COUNTY, NEVADA

THE STATE OF NEVADA, on relation of
its Department of Transportation,

Plaintiff,

vs.

FRED NASSIRI; CLARK COUNTY, a
political subdivision of the State of Nevada; all
other persons unknown claiming any right,
title, estate, lien or interest in the real
property described in the Complaint; JOHN
DOES I through X; and ROE
CORPORATIONS XI through XX, inclusive,

Defendants.

Case No.: A491334
Dept. No.: XIII

STIPULATED JUDGMENT

It is hereby STIPULATED and AGREED by Plaintiff THE STATE OF NEVADA, on relation of its Department of Transportation ("Plaintiff" or "NDOT") and Defendant FRED NASSIRI ("NASSIRI") as follows:

The Judgment and Final Order of Condemnation attached hereto as Exhibit "A" shall be immediately entered by the Court. Also provided contemporaneously herewith is the original Judgment and Final Order of Condemnation along with the appropriate copies for this Court's review, approval and execution.

Funds on deposit with the Clerk of Court ("Clerk"), in the amount of FOUR MILLION EIGHT HUNDRED TENTH THOUSAND and NO/100 DOLLARS (\$4,810,000.00), shall be released to NASSIRI by the Clerk in the ordinary course following the filing of the Judgment and Final Order of

DEPT024

1 Condemnation.

2 An Order Setting Civil Jury Trial, Pre-Trial, and Calendar Call was entered by the Court on
3 February 25, 2005, setting the matter for trial on a three-week stack beginning November 1, 2005. The
4 parties hereby stipulate and agree that the November 1, 2005, jury trial date and any and all dates and/or
5 deadlines associated with the November 1, 2005, jury trial date are hereby vacated.

6 DATED this 31st day of May, 2005.

7 SANTORO, DRIGGS, WALCH,
8 KEARNEY, JOHNSON & THOMPSON

CHAPMAN LAW OFFICE

9 By: 

10 GREGORY J. WALCH, ESQ.
Nevada Bar No. 4780
11 KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
12 400 South Fourth Street, Third Floor
Las Vegas, NV 89101
13 Phone: (702) 791-0308
14 Attorneys for Plaintiff The State of
Nevada, on relation of its Department
15 of Transportation

By: 

16 MICHAEL G. CHAPMAN, ESQ.
Nevada Bar No. 1630
17 9585 Prototype Court, #C
Reno, Nevada 89521
18 Phone: (775) 827-1866
Attorney for Defendant Fred Nassiri

19 **ORDER**

20 IT IS SO ORDERED that the Judgment and Final Order of Condemnation attached hereto as
21 Exhibit "A" shall be immediately entered by the Court.

22 IT IS FURTHER ORDERED that funds on deposit with the Clerk of Court ("Clerk"), in the
23 amount of FOUR MILLION EIGHT HUNDRED TEN THOUSAND and NO/100 DOLLARS
24 (\$4,810,000.00), shall be released to NASSIRI by the Clerk in the ordinary course following the filing
25 of the Judgment and Final Order of Condemnation.

26 IT IS FURTHER ORDERED that any and all other funds remaining on deposit with the Clerk
27 in excess of FOUR MILLION EIGHT HUNDRED TEN THOUSAND and NO/100 DOLLARS
28 (\$4,810,000.00), if any, shall be refunded to NDOT in the ordinary course following the filing of the
Judgment and Final Order of Condemnation.

IT IS FURTHER ORDERED that the November 1, 2005, jury trial date along with any and all
dates and/or deadlines associated with the November 1, 2005, jury trial date shall be and hereby are

1 vacated.

2 DATED this 21 day of June, 2005.

MARK R. DENTON
DISTRICT COURT JUDGE

3
4
5 Prepared and respectfully submitted by:

6 SANTORO, DRIGGS, WALCH,
7 KEARNEY, JOHNSON & THOMPSON

CHAPMAN LAW OFFICE

8
9 By: 

10 GREGORY J. WALCH, ESQ.
Nevada Bar No. 4780
11 KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
12 400 South Fourth Street, Third Floor
Las Vegas, NV 89101
13 Phone: (702) 791-0308
Attorneys for Plaintiff The State of
14 Nevada, on relation of its Department
of Transportation

By: 

MICHAEL G. CHAPMAN, ESQ.
Nevada Bar No. 1630
9585 Prototype Court, #C
Reno, Nevada 89521
Phone: (775) 827-1866
Attorney for Defendant Fred Nassiri

DEPT027

PA00348

EXHIBIT A

JDCD
SANTORO, DRIGGS, WALCH,
KEARNEY, JOHNSON & THOMPSON
GREGORY J. WALCH, ESQ.
Nevada Bar No. 4780
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
400 South Fourth Street, Third Floor
Las Vegas, NV 89101
Phone: (702)791-0308
Facsimile: (702)791-1912

Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

THE STATE OF NEVADA, on relation of
its Department of Transportation,

Plaintiff,

vs.

FRED NASSIRI; CLARK COUNTY, a
political subdivision of the State of Nevada; all
other persons unknown claiming any right,
title, estate, lien or interest in the real
property described in the Complaint; JOHN
DOES I through X; and ROE
CORPORATIONS XI through XX, inclusive,

Defendants.

Case No.: A491334
Dept. No.: XIII

JUDGMENT AND FINAL ORDER OF CONDEMNATION

The above-entitled matter having come before the Court for entry of Judgment and Final Order of Condemnation pursuant to the Stipulated Judgment executed by Plaintiff THE STATE OF NEVADA, on relation of its Department of Transportation ("Plaintiff" or "NDOT") and Defendant FRED NASSIRI ("NASSIRI"), the Court having considered the Stipulated Judgment and all papers, pleadings and documents on file herein, the Court finding that Disclaimers of Interest having been filed with the Court by all of the other named Defendants and/or all of the other named Defendants having otherwise disclaimed any interest in this case as follows: (i) Disclaimer of Interest of Defendant Clark County, a political subdivision of the State of Nevada, filed on October 13, 2004, and the Court being fully advised, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. The real property located in unincorporated Clark County, Nevada, consisting of portions of the property generally located at the southwest corner of the intersection of Las Vegas Boulevard South and existing Blue Diamond Road, having Clark County Assessor's Parcel Number 177-08-803-002 and an address of 8011 Las Vegas Boulevard South, Las Vegas, Nevada 89123, and more specifically described in the Complaint as a 183,823 square-foot portion of NDOT Parcel No. S-160-CL-000.016 in fee simple absolute, as further described and identified in Exhibit "1" attached hereto and incorporated herein by this reference (the "Fee Acquisition"), including all right, title and interest in and to said property and any and all improvements, fixtures, personal property, and leasehold interests, if any, thereon, is hereby condemned to NDOT in absolute fee simple title, free and clear of all liens, claims and encumbrances, as it is necessary for the public purpose of realigning and widening Blue Diamond Road on, over, and in the vicinity of the Subject Property in connection with NDOT's alteration and construction of an interchange at Blue Diamond Road and I-15 (the "Project"), and for other public purposes. Also condemned to NDOT for use in connection with planning, staging, and construction of the Project is an easement on a 25,419 square-foot portion of NDOT Parcel No. S-160-CL-000.015 as described in Exhibit "1" (the "Teardrop TE"), and a 705 square-foot portion of NDOT Parcel No. S-160-CL-000.016TE as described in Exhibit "1" (the "TE", and together with the Teardrop TE and the Fee Acquisition, the "Subject Property").

2. The parties have stipulated to a cash settlement in resolution of all claims and defenses related to this matter, whether asserted or unasserted in the pleadings, which settlement amount is inclusive of all rights and claims for all interest, costs and attorney fees. Pursuant to NRS 37.100(4), NDOT deposited with the Clerk of this Court FOUR MILLION EIGHT HUNDRED TEN THOUSAND and NO/100 DOLLARS ((\$4,810,000.00) on or about September 27, 2004, in connection with NDOT's claim of right to immediate occupancy, which funds remain on deposit with the Clerk.

3. The Clerk shall issue a check to NASSIRI after the filing of this JUDGMENT AND FINAL ORDER OF CONDEMNATION in the amount of FOUR MILLION EIGHT HUNDRED TEN THOUSAND and NO/100 DOLLARS ((\$4,810,000.00).

4. The Clerk shall refund any other amounts remaining in the deposit account in this matter to NDOT.

SANTORO, DRIGGS, WALCH, KEARNEY, JOHNSON & THOMPSON
400 SOUTH FOURTH STREET, THIRD FLOOR, LAS VEGAS, NEVADA 89101
(702) 791-0308 • Fax (702) 791-1912

5. This Judgment represents a compromise of all claims and defenses, asserted or unasserted, in this case and resolves all claims and defenses related to just compensation, damage, attorney's fees, or costs owing NASSIRI for the Subject Property. This Judgment, and NDOT's distribution of any funds in this matter is not an admission by any party as to the fair market value of the Subject Property or any other claims for damages.

6. A certified copy of this Judgment shall be recorded with the Clark County Recorder's Office to document that all right, title and interest in and to the Fee Acquisition and any and all property rights pertaining thereto is vested in NDOT in absolute fee simple title, including all legal right, title and interest in and to any and all improvements, fixtures, personal property and leasehold interests, if any, together with said abutter's rights including access rights in and to the realigned Blue Diamond Road appurtenant to any adjacent remaining property, free and clear of all liens, claims and encumbrances, if any, and that NDOT's rights of possession and occupancy of the Fee Acquisition is permanent and final. The recording of this Judgment shall also convey an easement for Project planning, staging, and construction on a 25,419 square-foot portion of NDOT Parcel No. S-160-CL-000.015 and a 705 square-foot portion of NDOT Parcel No. S-160-CL-000.016TE, both as further described in Exhibit "1". The term of the Teardrop TE and TE shall be two years from the date this JUDGMENT AND FINAL ORDER OF CONDEMNATION is filed with the clerk of the court (the "Term"). NDOT shall have the right to extend the Term for up to twelve (12) months by paying Nassiri FIVE HUNDRED and NO/100 dollars (\$500) per month ("Monthly Rental"). Monthly Rental, if any, shall be due in advance, with payments due on the twentieth of each month preceding any month for which Monthly Rental is paid.

7. This matter is dismissed with prejudice, each party bearing its own attorney's fees and costs incurred herein.

DATED this _____ day of May, 2005.

DISTRICT COURT JUDGE

1 Prepared and respectfully submitted by:

2
3 SANTORO, DRIGGS, WALCH,
4 KEARNEY, JOHNSON & THOMPSON

5
6 By: 

GREGORY J. WALCH, ESQ.
Nevada Bar No. 4780
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
400 South Fourth Street, Third Floor
Las Vegas, NV 89101
Phone: (702) 791-0308
Attorneys for Plaintiff The State of
Nevada, on relation of its Department
of Transportation

CHAPMAN LAW OFFICE

By: 

MICHAEL G. CHAPMAN, ESQ.
Nevada Bar No. 1630
9585 Prototype Court, #C
Reno, Nevada 89521
Phone: (775) 827-1866
Attorney for Defendant Fred Nassiri

Project No.	State	County	Project Name
SPSR-160(006)	NV	CLARK	CLARK

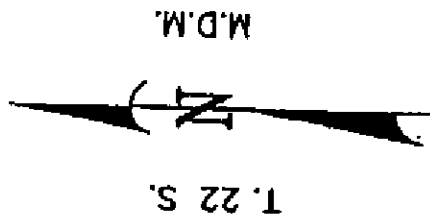
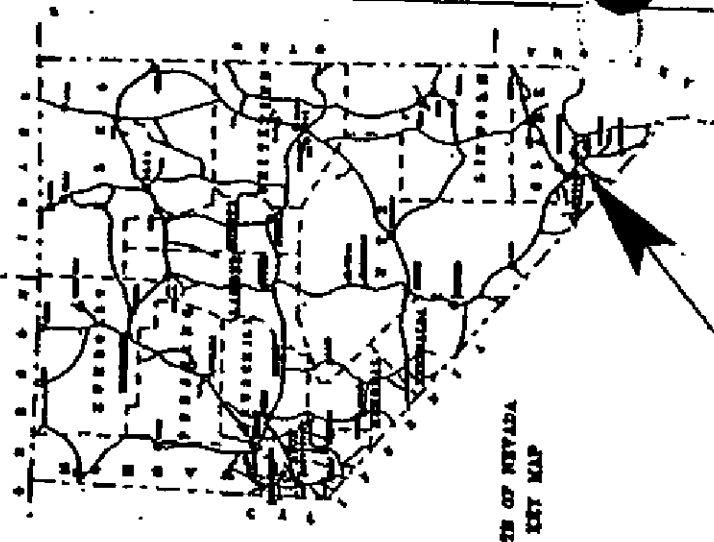
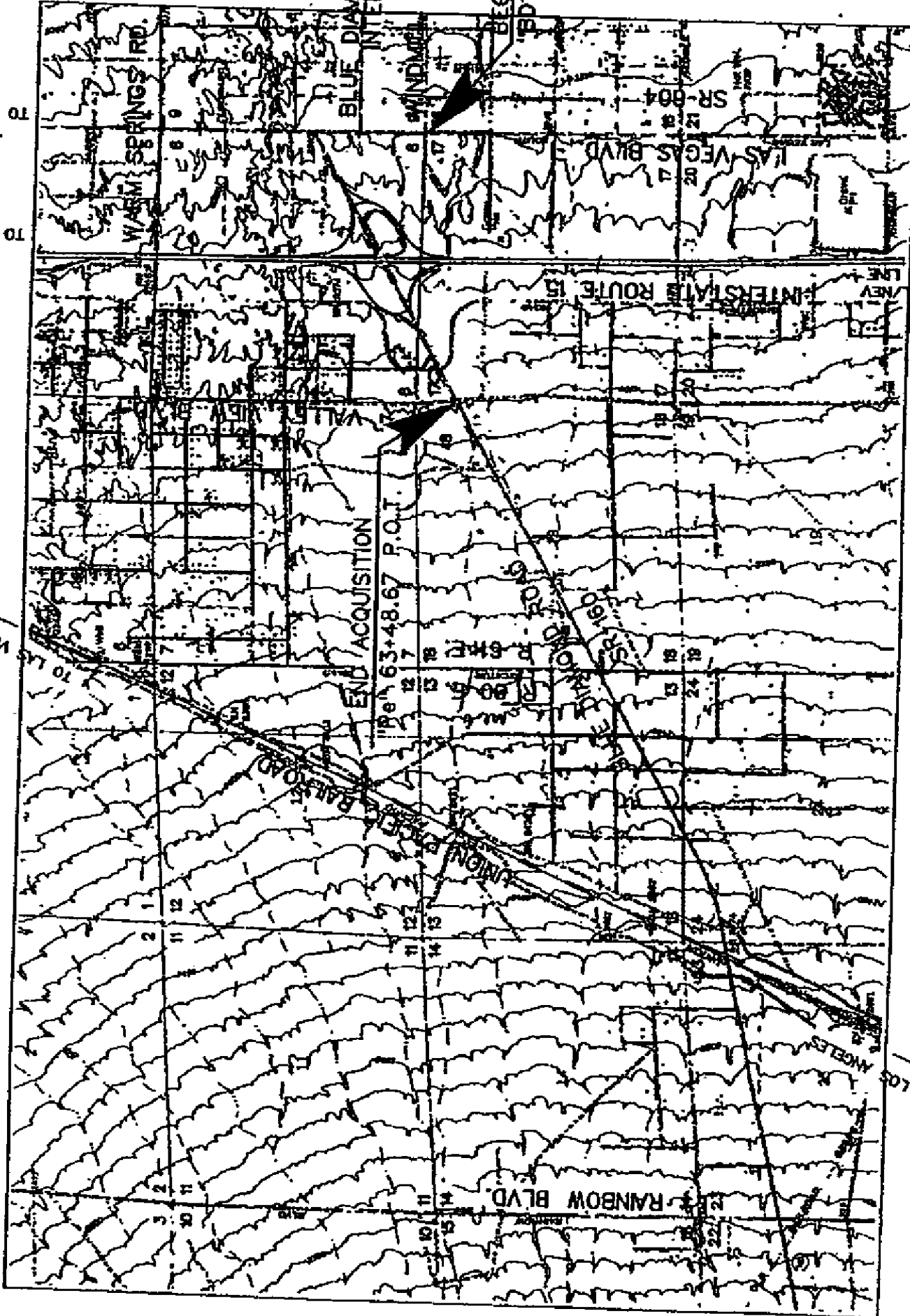
STATE OF NEVADA

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PROJECT

PROJECT: SPSR-160(006)

PHASE I



NOT TO SCALE

STATE OF NEVADA

Dept. of Transportation
SR 160, BLUE DIAMOND ROAD FROM
LAS VEGAS BLVD. CDR ROAD / INTERCH.
LANE TO VALLEY VIEW BLVD - PHASE I

Not to Scale Sheet 1 of 16 Sheets

EXHIBIT A

DEPT033

LEGEND OF RIGHT-OF-WAY SYMBOLS

	CONTROL OF ACCESS WITH FENCE	P.O.T.	POINT ON TANGENT	
	CONTROL OF ACCESS WITHOUT FENCE	P.O.C.	POINT ON CURVE	
	RIGHT-OF-WAY	P.T.	POINT OF TANGENCY	
	LOCATION AT WHICH ACCESS TO THE FREEWAY IS PERMITTED BY THE STATE	P.C.	POINT OF CURVE	
	SUBDIVISION BOUNDARIES		CENTERLINE	
	PUBLIC UTILITY EASEMENT		STATE LINE	
	PROPERTY LINE		COUNTY LINE	
	PERMANENT EASEMENT		CITY OR TOWN LIMITS	
	TEMPORARY EASEMENT		SECTION LINE	
	REMAINDER		1/4 SECTION LINE	
	POINT OF BEGINNING		1/4 SECTION LINE	

	SECTION CORNER		CLOSING SECTION CORNER		1/4 SECTION CORNER		CLOSING 1/4 SECTION CORNER		FENCE LINE		CATTLE GUARD		POWER AND TELEPHONE POLES		POLE WITH ANCHOR
--	----------------	--	------------------------	--	--------------------	--	----------------------------	--	------------	--	--------------	--	---------------------------	--	------------------

STATE OF NEVADA
 Dept. of Transportation R/W Division
 Date: OCTOBER 2003
 R/W Plans
 Sheet 2 of 10 Sheets

EXHIBIT B

1	name	1900-1900-1900	72485	CLASS	5
---	------	----------------	-------	-------	---



STATE OF NEVADA
Dept. of Transportation 217 Division
DATE: OCTOBER 2003
Plans
Approved: [Signature]
Scale: 1" = 100'
Sheet 5 of 10 Sheets

books of last workings **07/07/2019**

\\Dartmouth\557Engineering\Projects\180al73450\Phase 1\2115.4.jpg

PARCEL NUMBER PREFIX: S-160-CL-

GOVT. LOT 34

GOVT. LOT 33

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

P.O.C. 122.72 RT. 25-89.30 P.O.C. 957.06 RT. 343-67.34 P.O.T. 72-08 48" W. 1559.20' FROM THE SE COR. SECTION 8, T. 22 S., R. 61 E., M.D.M.

P.O.C. 122.72 RT. 25-89.30 P.O.C. 957.06 RT. 343-67.34 P.O.T. 72-08 48" W. 1559.20' FROM THE SE COR. SECTION 8, T. 22 S., R. 61 E., M.D.M.

P.O.C. 122.72 RT. 25-89.30 P.O.C. 957.06 RT. 343-67.34 P.O.T. 72-08 48" W. 1559.20' FROM THE SE COR. SECTION 8, T. 22 S., R. 61 E., M.D.M.

P.O.C. 122.72 RT. 25-89.30 P.O.C. 957.06 RT. 343-67.34 P.O.T. 72-08 48" W. 1559.20' FROM THE SE COR. SECTION 8, T. 22 S., R. 61 E., M.D.M.

P.O.C. 122.72 RT. 25-89.30 P.O.C. 957.06 RT. 343-67.34 P.O.T. 72-08 48" W. 1559.20' FROM THE SE COR. SECTION 8, T. 22 S., R. 61 E., M.D.M.

P.O.C. 122.72 RT. 25-89.30 P.O.C. 957.06 RT. 343-67.34 P.O.T. 72-08 48" W. 1559.20' FROM THE SE COR. SECTION 8, T. 22 S., R. 61 E., M.D.M.

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 39

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

GOVT. LOT 38

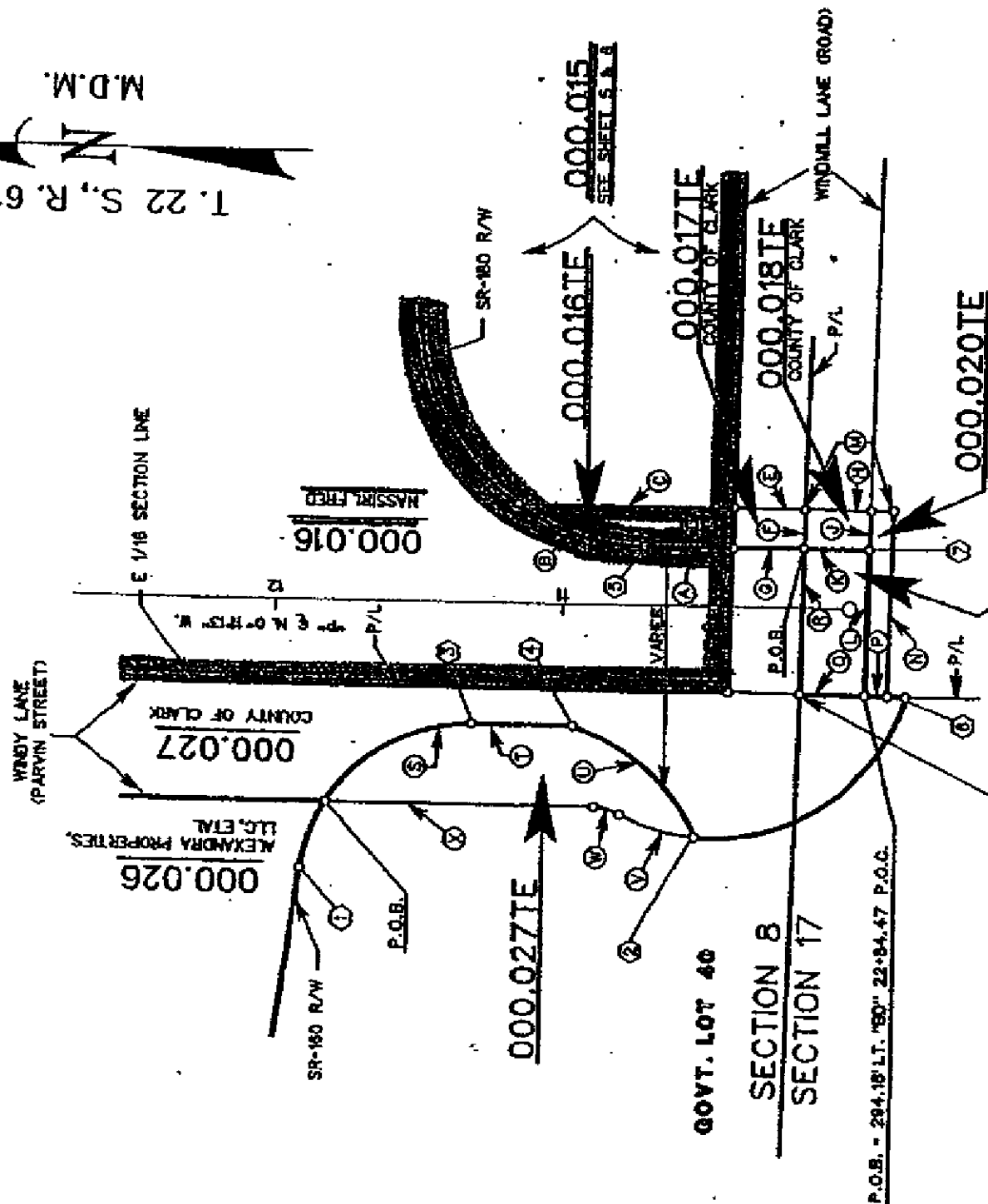
DEPT037

PARCEL NUMBER PREFIX: S-160-CL-

000.027TE	
P.O.B. = 124.78' LT. "80" 23+81.56 P.O.C.	
TE = N. 89° 48' 59" W. - 1,374.72' FROM THE	
SE COR. SEC. 8, T. 22 S., R. 61 E., M.D.M.	
⑤ Δ = 57° 49' 25"	
R = 60.00' L = 40.53'	
T.B. = S. 57° 59' 51" E.	
① S. 0° 11' 15" E. - 35.56'	
② Δ = 82° 48' 19"	
R = 43.00' L = 62.12'	
T.B. = S. 0° 11' 05" E.	
③ Δ = 21° 11' 18"	
R = 70.00' L = 25.89'	
T.B. = N. 5° 24' 43" E.	
④ Δ = 17° 37' 42"	
R = 25.00' L = 7.89'	
T.B. = N. 28° 35' 59" E.	
⑥ N. 0° 15' 51" W. - 97.00'	

000.016TE	
P.O.B. = 259.47' LT. "80" 22+37.01 P.O.C.	
TE = N. 89° 48' 59" W. - 1,370.48' FROM THE	
SE COR. SEC. 8, T. 22 S., R. 61 E., M.D.M.	
④ N. 0° 11' 15" W. - 30.08'	
⑤ Δ = 31° 47' 00"	
R = 80.00' L = 44.38'	
⑥ S. 0° 11' 15" E. - 72.51'	
⑦ N. 88° 48' 59" W. - 12.00'	

000.017TE	
P.O.B. = 252.82' LT. "80" 22+28.83 P.O.C.	
TE = N. 88° 48' 59" W. - 1,269.80' FROM THE	
SE COR. SEC. 8, T. 22 S., R. 61 E., M.D.M.	
⑥ N. 0° 11' 15" W. - 23.01'	
⑦ S. 88° 48' 59" E. - 12.00'	
⑧ S. 0° 11' 15" E. - 23.01'	
⑨ N. 88° 48' 59" W. - 12.00'	



- MONUMENTS
- ① 123.04' LT. "80" 24+07.84 P.O.C.
 - ② 250.86' LT. "80" 23+49.83 P.O.C.
 - ③ 164.89' LT. "80" 23+36.38 P.O.C.
 - ④ 198.88' LT. "80" 23+24.99 P.O.C.
 - ⑤ 201.33' LT. "80" 22+48.82 P.O.C.
 - ⑥ 304.60' LT. "80" 22+80.10 P.O.C.
 - ⑦ 274.26' LT. "80" 22+17.21 P.O.C.

NOT TO SCALE

EXHIBIT F

STATE OF NEVADA
Dept. of Transportation
Date: OCTOBER 2008
By: [Signature]
Approved: [Signature]
Sheet 7 of 16 Sheets

Date of last revision: 07/07/04

\\bakerr\cst\m\gis\survey\Projects\1060178406\Phase 1\0117.dgn

PROPERTY SCHEDULE										E. A. NO.		COUNTY		SHEET NO.	
STATE OF NEVADA DEPT. OF TRANSPORTATION										72485		CLARK		15	
ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED										PROJECT NO.		REMARKS			
PARCEL NO. PREFIX: S-180-CL-										SP8R-180(006)					
GRANTOR										ACQUISITION RECORDING DATA		SURPLUS LAND DATA			
GROSS AREA OF ACQSN.										INSTR. OR DOC.		AREA		DATE TYPE	
PREV. ACQ.										LT.		RT.		DATE TYPE	
NET AREA										RAW AREA					
25,419 SF										25,419 SF		41.63 AC			
4.22 AC										4.22 AC					
709 SF										709 SF					
25,406 SF										25,406 SF		26,033 SF			
300 SF										300 SF					
18,860 SF										18,860 SF					
278 SF										278 SF					
55,808 SF										55,808 SF					
1,408 SF										1,408 SF					
731 SF										731 SF					
2.80 AC										2.80 AC					
22,194 SF										22,194 SF		26,033 SF			
2,991 SF										2,991 SF					
11,606 SF										11,606 SF		32.05 AC			
4,491 SF										4,491 SF					
448 SF										448 SF		12.19 AC			
11,820 SF										11,820 SF					
638 SF										638 SF					
12,428 SF										12,428 SF					
708 SF										708 SF					
6,848 SF										6,848 SF		6.66 AC			
6,883 SF										6,883 SF		6.66 AC			
6,378 SF										6,378 SF					

STATE OF NEVADA
DEPT. OF TRANSPORTATION
DATE JULY 2003
RAW PLANS

DATE OF LAST REVISION: 07/03/04

EXHIBIT G

DATE OF LAST REVISION: 07/03/04

NOTE #11 PARCEL 000.019 INCLUDES PARCEL 000.014, A CLARK COUNTY ROADWAY EASEMENT OF 16,890 SF

NOTE #11 PARCEL 000.019 INCLUDES PARCEL 000.014, A CLARK COUNTY ROADWAY BASEMENT OF 16,890 SF

EXHIBIT G

STATE OF NEVADA

DEPT. OF TRANSPORTATION

DATE JULY 2003

RAW PLANS

DATE OF LAST REVISION: 07/07/04

SHEET 15 OF 16 SHEETS

FileNumber: CL73408P1

DEPT039

PA00360

1 STATE OF NEVADA

2 CARSON CITY

} ss.

AFFIDAVIT OF PUBLIC USE,
NECESSITY AND VALUE

3 I, HEIDI A. MIRELES, do hereby swear under penalty of perjury that the assertions
4 contained in this affidavit are true and correct:

5 That I am the Chief Right-of-Way Agent for the Nevada Department of Transportation,
6 and have been employed in that capacity since August 20, 1997. In my position of Chief
7 Right-of-Way Agent, I am familiar with the proposed construction projects of the Department
8 of Transportation to serve the traveling public within the state. The property sought to be
9 condemned, Parcel Nos. S-160-CL-000.015, S-160-CL-000.016 and S-160-CL-000.016TE, is
10 needed for the reconstruction of the Blue Diamond Road (S.R. 160) from Las Vegas
11 Boulevard (S.R. 604)/Windmill Lane to Valley View Boulevard and the I-15 Interchange at
12 Blue Diamond Road in the unincorporated area of Clark County, State of Nevada. I am
13 familiar with the subject parcels, which are needed for the highway construction project.
14 Possession of the above-mentioned parcels is required for the following reasons:

15 1. Before the Department of Transportation may obligate Federal-aid funds for
16 construction, it must certify to the Federal Highway Administration that it has acquired, either
17 in fee title or the right to immediate occupancy, all necessary right-of-way for the project.

18 2. The Department of Transportation plans to obligate Federal-aid funds for
19 construction for this project as soon as the department has obtained the necessary rights-of-
20 way for the project.

21 3. On July 22, 2004, the Board of Directors of the Nevada Department of
22 Transportation adopted a resolution of condemnation pursuant to NRS 408.503 declaring that
23 the public interest and necessity require the acquisition of the subject property.

24 Among my duties and responsibilities as Chief Right-of-Way Agent is arranging for the
25 appraisal of property to be acquired to determine fair market value of the property. I have had
26 the property identified as Parcel Nos. S-160-CL-000.015, S-160-CL-000.016 and
27 S-160-CL-000.016TE appraised by a licensed, experienced and competent real estate

28 ...

1 appraiser and based on the appraisal had the fair market value of the property determined at
2 \$4,810,000.00.

3 The property appraised is described as follows:

4 PARCEL NO. S-160-CL-000.015, owned by Fred Nassiri, An Unmarried Man, to be
5 acquired in fee simple

6 Said real property situate, lying and being in the County of Clark, State of Nevada and
7 more particularly described as being a portion of the E 1/2 of the SE 1/4 of Section 8,
8 T. 22 S., R. 61 E., M.D.M.; and further described as being that parcel of land lying north of a
9 parcel conveyed to the County of Clark for WINDMILL LANE by that certain GRANT,
10 BARGAIN, SALE DEED recorded in Clark County, Nevada, on December 21, 1995, of Official
11 Records, in Book 951221, Instrument 01191, and south of the southerly right-of-way line of
12 S.R. 160 (Blue Diamond Road), and more fully described by metes and bounds as follows, to
13 wit:

14 BEGINNING at an intersection of the left or southerly right-of-way line of
15 S.R. 160 (Blue Diamond Road) and the northerly boundary line of that parcel of
16 land conveyed to the County of Clark as WINDMILL LANE by that certain
17 GRANT, BARGAIN, SALE DEED recorded in Clark County, Nevada, on
18 December 21, 1995, of Official Records, in Book 951221, Instrument 01191,
19 90.30 feet left of and at right angles to Highway Engineer's Station
"BD" 18+72.43 P.O.T.; said point of beginning further described as bearing
N. 87°10'10" W. a distance of 887.75 feet from the southeast corner of
Section 8, T. 22 S., R. 61 E., M.D.M.; thence N. 88°46'59" W., along said
northerly boundary line of WINDMILL LANE, a distance of 383.02 feet to a point;
thence the following two (2) courses and distances:

- 20 1) N. 0°11'15" W. - 30.08 feet;
21 2) from a tangent which bears the last described course, curving to
22 the right with a radius of 80.00 feet, through an angle of
23 112°36'20", an arc distance of 157.23 feet to a point on said left or
southerly right-of-way line of S.R. 160 (Blue Diamond Road);

24 thence S. 67°34'55" E., along said left or southerly right-of-way line, a distance
25 of 294.80 feet to the point of beginning; said parcel contains an area of 25,419
square feet (0.58 of an acre).

26 ...

27 ...

28 ...

1 PARCEL NOS. S-160-CL-000.016 and S-160-CL-000.016TE, owned by Fred Nassiri, An
2 Unmarried Man

3 Said real property situate, lying and being in the County of Clark, State of Nevada and
4 more particularly described as being portions of the E 1/2 of the SE 1/4 of Section 8,
5 T. 22 S., R. 61 E., M.D.M., and the individual parcels being more fully described by metes and
6 bounds as follows, to wit:

7 Parcel No. S-160-CL-000.016, to be acquired in fee simple

8 BEGINNING at a point on the right or northerly right-of-way line of
9 S.R. 160 (Blue Diamond Road), 92.05 feet right of and at right angles to
10 Highway Engineer's Station "BD1" 11+00.38 P.O.T. and on the left or westerly
11 right-of-way line of S.R. 604 (Las Vegas Blvd.), 100.00 feet left of and at right
12 angles to Highway Engineer's Station "X" 315+36.59 P.O.T.; said point of
13 beginning further described as bearing N. 47°32'21" W. a distance of 136.31 feet
14 from the southeast corner of Section 8, T. 22 S., R. 61 E., M.D.M.; thence
15 S. 0°14'13" E., along said left or westerly right-of-way line of S.R. 604, a
16 distance of 39.87 feet to the northeast corner of that parcel of land conveyed to
17 the County of Clark as WINDMILL LANE by that certain GRANT, BARGAIN,
18 SALE DEED recorded in Clark County, Nevada on December 21, 1995, of
19 Official Records, in Book 951221, Instrument 01191; thence N. 88°46'59" W.,
20 along a line parallel with and 50.00 feet distant from the south section line of
21 said Section 8, a distance of 265.00 feet to a point; thence S. 1°13'01" W. a
22 distance of 25.00 feet to a point; thence N. 88°46'59" W., along a line parallel
23 with and 25.00 feet distant from said south section line, a distance of 520.92 feet
24 to a point on the left or southerly right-of-way line of said S.R. 160; thence
25 N. 67°34'55" W., along said left or southerly right-of-way line, a distance of
26 294.80 feet to a point; thence the following two (2) courses and distances:

- 18 1) from a tangent which bears the last described course, curving to
19 the left with a radius of 80.00 feet, through an angle of 112°36'20",
20 an arc distance of 157.23 feet;
- 21 2) S. 0°11'15" E. - 30.08 feet to a point on the northerly boundary
22 line of said WINDMILL LANE;

23 thence N. 88°46'59" W., along said northerly boundary line, a distance of 61.08
24 feet to a point on the west line of the E 1/2 of the SE 1/4 of said Section 8;
25 thence N. 0°10'32" W., along said west line, a distance of 383.49 feet to a point
26 on said right or northerly right-of-way line of S.R. 160; thence along said right or
27 northerly right-of-way line the following seven (7) courses and distances:

- 25 1) from a tangent which bears S. 73°23'15" E., curving to the right
26 with a radius of 3,120.00 feet, through an angle of 0°25'18", an arc
27 distance of 22.96 feet;
- 28 2) from a tangent which bears S. 73°08'55" E., curving to the right
with a radius of 1,465.00 feet, through an angle of 9°41'44", an arc
distance of 247.91 feet;

Attorney General's Office
1263 S. Stewart Street
Carson City, Nevada 89712

- 3) S. 67°17'49" E. - 380.52 feet;
- 4) S. 22°42'11" W. - 3.00 feet;
- 5) from a tangent which bears S. 67°17'49" E., curving to the left with a radius of 1,095.95 feet, through an angle of 19°42'29", an arc distance of 376.97 feet;
- 6) S. 0°00'00" E. - 13.50 feet;
- 7) N. 90°00'00" E. - 263.62 feet to the point of beginning;

said parcel contains an area of 4.22 acres.

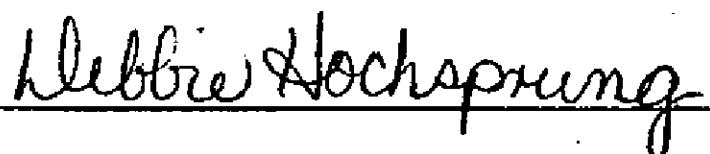
Parcel No. S-160-CL-000.016TE, to be acquired as a temporary easement for highway construction purposes for a two year period commencing on the date of occupancy

BEGINNING at a point on the northerly boundary line of that parcel of land conveyed to the County of Clark as WINDMILL LANE by that certain GRANT, BARGAIN, SALE DEED recorded in Clark County, Nevada on December 21, 1995, of Official Records, in Book 951221, Instrument 01191; 229.47 feet left of and measured radially from Highway Engineer's Station "BD" 22+37.01 P.O.C.; said point of beginning further described as bearing N. 87°39'21" W. a distance of 1,270.66 feet from the southeast corner of Section 8, T. 22 S., R. 61 E., M.D.M.; thence N. 0°11'15" W., a distance of 30.08 feet to a point; thence from a tangent which bears the last described course, curving to the right with a radius of 80.00 feet, through an angle of 31°47'00", an arc distance of 44.38 feet to a point; thence S. 0°11'15" E. a distance of 72.51 feet to said northerly boundary line of that parcel of land conveyed to the County of Clark as WINDMILL LANE; thence N. 88°46'59" W., along said northerly boundary line, a distance of 12.00 feet to the point of beginning; said parcel contains an area of 705 square feet (0.02 of an acre).


HEIDI A. MIRELES

SUBSCRIBED and SWORN to before me

this 22nd day of July, 2004.



NOTARY PUBLIC

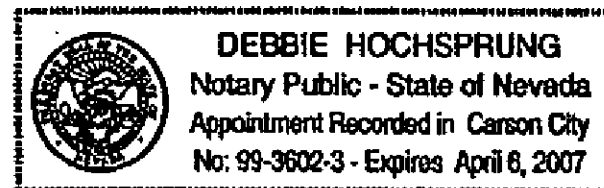


EXHIBIT D

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

DISTRICT COURT

CLARK COUNTY, NEVADA

FRED NASSIRI, individually)
and as trustee of the NASSIRI)
LIVING TRUST, a trust formed)
under Nevada law,)
Plaintiffs,) CASE NO.: A672841
vs.) DEPT. NO.: XXVI
STATE OF NEVADA, on relation)
of its Department of)
Transportation; DOE GOVERNMENT)
AGENCIES I-X, inclusive; DOE)
INDIVIDUAL I-X; and DOE)
ENTITIES 1-10, inclusive,)
Defendants.)
AND ALL RELATED CROSS-CLAIMS.)

EXPERT DEPOSITION OF KEITH HARPER, MAI

LAS VEGAS, NEVADA

THURSDAY, JANUARY 15, 2015

REPORTED BY: AMBER M. RIGGIO, CCR NO. 914

JOB NO.: 228582

1 property boundaries, i.e., in this case, from
2 Interstate 15 or, you know, blocking a view to the
3 mountains. It's all the same.

4 Q. If you look at HARPER00060 -- well, let me
5 back up for a second.

6 So if your compensation opinion is limited to
7 loss of view or visibility, it does not include any
8 alleged loss of the right to access the property.
9 Right?

10 A. Correct. That's correct.

11 Q. Did you look at whether or not the flyover
12 impacted access to Mr. Nassiri's property?

13 A. No, not necessarily.

14 Q. Were you asked to look at that?

15 A. When Mr. Nassiri and I were there at the
16 property, he mentioned access and -- and how, you know,
17 they had to move and I guess work with the State -- of
18 moving the access off of Blue Diamond Road, they had to
19 move it further east away from the flyover just
20 distance-wise and -- and line it up, and he mentioned
21 that there was some other legal action or something
22 back a few years ago with the property across Blue
23 Diamond Road that was kind of that issue of that access
24 point off of Blue Diamond Road. But, you know, in my
25 opinion, the damages are created by the visibility

1 issues.

2 Q. So no damages due to the loss of access to
3 Nassiri's property for Blue Diamond. Right?

4 A. That's correct. Because even though it's in
5 a different location, you know, he still -- this
6 property still has access to Blue Diamond. You know,
7 it's a -- you know, I believe there's been some
8 agreement or something about having the -- the median
9 cut where the property has access.

10 MR. CICILIANO: And just not to cut you off,
11 a late objection to form and foundation on that
12 question.

13 Q. (By Mr. Pepperman) On Page 60 that we're
14 looking at you say, "The overall development cite has
15 an adequate amount of frontage along Las Vegas
16 Boulevard South, Blue Diamond Road, and the Ramp East
17 Blue Diamond North I-15 providing good access to these
18 thoroughfares."

19 Right?

20 A. Correct.

21 Q. So it's your opinion that the -- Nassiri's
22 property has good access?

23 A. Yes. To those thoroughfares, correct. Yes.

24 Q. So just to confirm, you do not believe that
25 the flyover has substantially impaired Nassiri's access

1 to his property. Right?

2 MR. CICILIANO: Objection. Foundation.

3 THE WITNESS: Again, I didn't consider that
4 as a significant element of the damages. So my answer,
5 I guess, would be yes, I did not consider it.

6 Q. (By Mr. Pepperman) Well, is it -- is -- in a
7 purported loss of access any part of your damages
8 conclusion?

9 A. No.

10 Q. When you say that, you know, your opinions
11 are of value, when loss of access is not part of your
12 opinion of value, that's retrospectively as of
13 April 17th, 2013. Correct?

14 A. Correct.

15 Q. Were you asked to look -- or I'm sorry --
16 appraise the loss of any value as of today?

17 A. No.

18 Q. So you have -- your opinions in your report
19 of just compensation do not include an alleged loss of
20 access. Right?

21 A. Correct.

22 Q. And you have no opinions of whether or not
23 there was compensable loss of access as of today.
24 Right?

25 A. I do not.

1 Calls for a legal conclusion. Foundation of the
2 document and definition.

3 THE WITNESS: Well, again, I don't -- I've
4 never seen any documentation or anything in this case
5 where the State took an easement from the Nassiri
6 property and stated in that easement document that they
7 were going to take and prevent the view or build a wall
8 or whatever. I mean, you know, I'm very aware that the
9 construction that has taken place is within the State's
10 right-of-way. So I don't know why they would even --
11 and, again, I'm not trying to provide any legal opinion
12 here, but I don't know why they would have to approach
13 Mr. Nassiri or whoever the property owner of this
14 subject property is, or was, and get a separate
15 easement document signed.

16 Q. (By Mr. Pepperman) Are you aware of any
17 documents that include an express covenant by the State
18 to restrict its use of the property within its
19 right-of-way on Blue Diamond and the I-15?

20 MR. CICILIANO: Objection. Form.
21 Foundation. Outside of the expert's testimony. Not
22 relevant to what he's here to testify about.

23 THE WITNESS: I'm not.

24 Q. (By Mr. Pepperman) So it's your opinion that
25 the State, by building the flyover, built a wall that

1 Q. (By Mr. Pepperman) So looking at the
2 definition of negative easement, An easement preventing
3 a property owner from certain otherwise permitted use
4 of -- uses of his or her land, agreeing not to do
5 something such as building a wall or fence blocking an
6 adjoining property's view. Right?

7 A. Correct.

8 Q. You're not saying that Nassiri had a negative
9 easement over the State's property. Right?

10 MR. CICILIANO: Objection to the extent that
11 counsel's trying to make the definition in that
12 exhibit, which is Exhibit 5, be some sort of legal
13 conclusion as to what property interest is granted.

14 THE WITNESS: No, I have not seen any
15 documents that stated that there was any sort of
16 easement between Nassiri, the State, or any other
17 parties, you know. But, again, it just comes back to
18 my world as a real estate appraiser is, in my opinion,
19 the value of the property has been affected by the
20 flyover and the construction that has taken place.
21 It's no different than -- you know, I mean, if the
22 State did build a 200 foot wall in front of a property,
23 in my opinion, that -- the properties affected by that
24 would have compensable actions.

25 Q. (By Mr. Pepperman) Even if there's no express

1 was fairly stable in this portion of 2013. It wasn't
2 fluctuating significantly one way or the other.

3 Q. (By Mr. Pepperman) So could you state your
4 opinion as of a different date of value, a month off,
5 to a reasonable degree of probability?

6 MR. CICILIANO: Objection. Calls for
7 speculation. Assumes facts not in evidence.

8 THE WITNESS: No.

9 MR. PEPPERMAN: Let's take another quick
10 break.

11 (A brief recess was taken from 12:07 p.m.
12 until 12:33 p.m.)

13 Q. (By Mr. Pepperman) Mr. Harper, we were
14 talking about your before and after valuation process.
15 So if I can direct your attention to HARPER000083 of
16 Exhibit 3.

17 A. Okay.

18 Q. So your opinion of the market value on the
19 date of value before acquisition is that the property
20 was worth \$99,945,000. Right?

21 A. Correct.

22 Q. And then you did the value -- developed a
23 value opinion of the part taken, and you determined
24 that was \$0. Right?

25 A. Yes.

1 Q. And that's because there was no actual
2 physical portion of the property taken?

3 A. Correct.

4 Q. When you are, you know, doing an appraisal
5 like this and you get to the part where you're valuing
6 the part taken, is the part taken limited to a physical
7 portion of the property?

8 A. Yes, it's typically a physical portion that
9 there's some -- again, it can either be easement or a
10 fee simple taking from a property. But, yes, it's
11 usually taking -- physically taking a portion of the
12 whole property.

13 Q. So if you were valuing an easement, for
14 example. Let's say an easement was extinguished.
15 Okay? Would that valuation be under part taken?

16 MR. CICILIANO: Objection. Form.

17 THE WITNESS: Well, if an easement's being
18 extinguished, are saying that the easement rights go
19 back to the property owner?

20 Q. (By Mr. Pepperman) Well, I mean, that could
21 be the case or whatever, you know. An easement is
22 across the property, the right to use the property is
23 being extinguished, and you're valuing that easement.
24 Would that be under part taken?

25 A. Well, in that case, if an easement's being

1 rendering any of that sort of opinion. Correct?

2 A. Correct. We discussed that, that it's only
3 exposure and visibility.

4 Q. Is it your expert opinion, sir, that a loss
5 of visibility is a compensable injury under Nevada law?

6 MR. CICILIANO: Objection. Calls for a legal
7 conclusion.

8 THE WITNESS: I'm not giving a legal opinion
9 that it's under Nevada law. I just am giving an
10 opinion that, because of the nature of the construction
11 and the difference between the before and after, that
12 the value of the property is impacted. I'm obviously
13 not here -- you know, if a judge ruled that it's not
14 compensable, then --

15 Q. (By Mr. Coulthard) If the judge rules that a
16 loss of visibility is not a compensable injury, then
17 the -- how would that impact your opinions?

18 A. Well, again, if a judge makes a ruling on any
19 of my appraisals and says -- and I think we discussed
20 this earlier -- that -- you know, I mean, if a judge
21 throws my appraisal in the trash, so to speak, in my
22 layman terms, that -- you know, it probably has been
23 done at some point in my career.

24 Q. In your investigation as an expert in this
25 case, did you review any Nevada controlling case law to

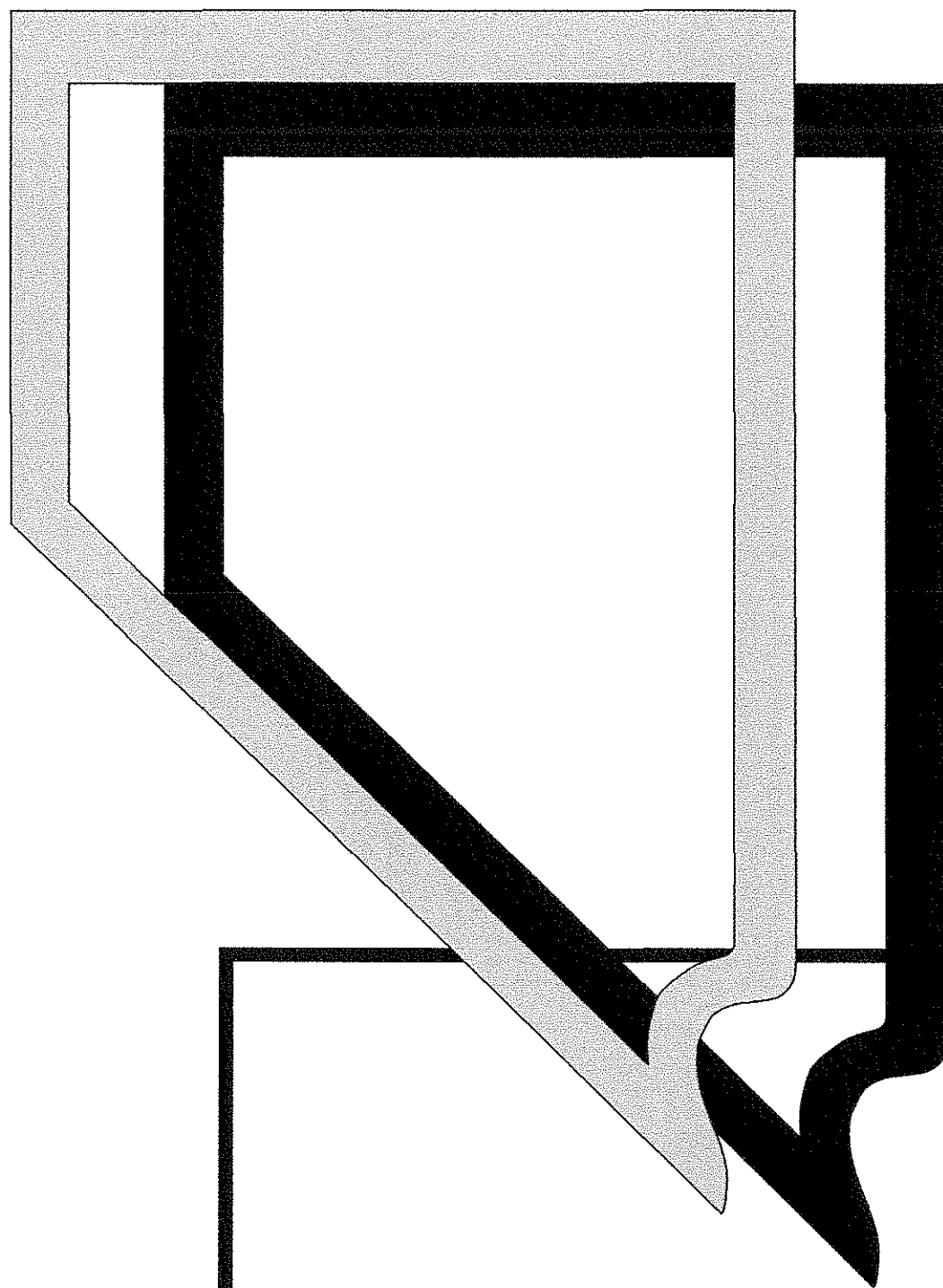
EXHIBIT E

ENVIRONMENTAL ASSESSMENT

FHWA-NV-EA 04.03

April, 2004

*Federal Highway Administration,
and the
Nevada Department of Transportation*



***SR 160 Widening & I-15 Interchange
Improvements, I-15 to Rainbow Blvd.
Clark County, Nevada***

I. Proposed Action

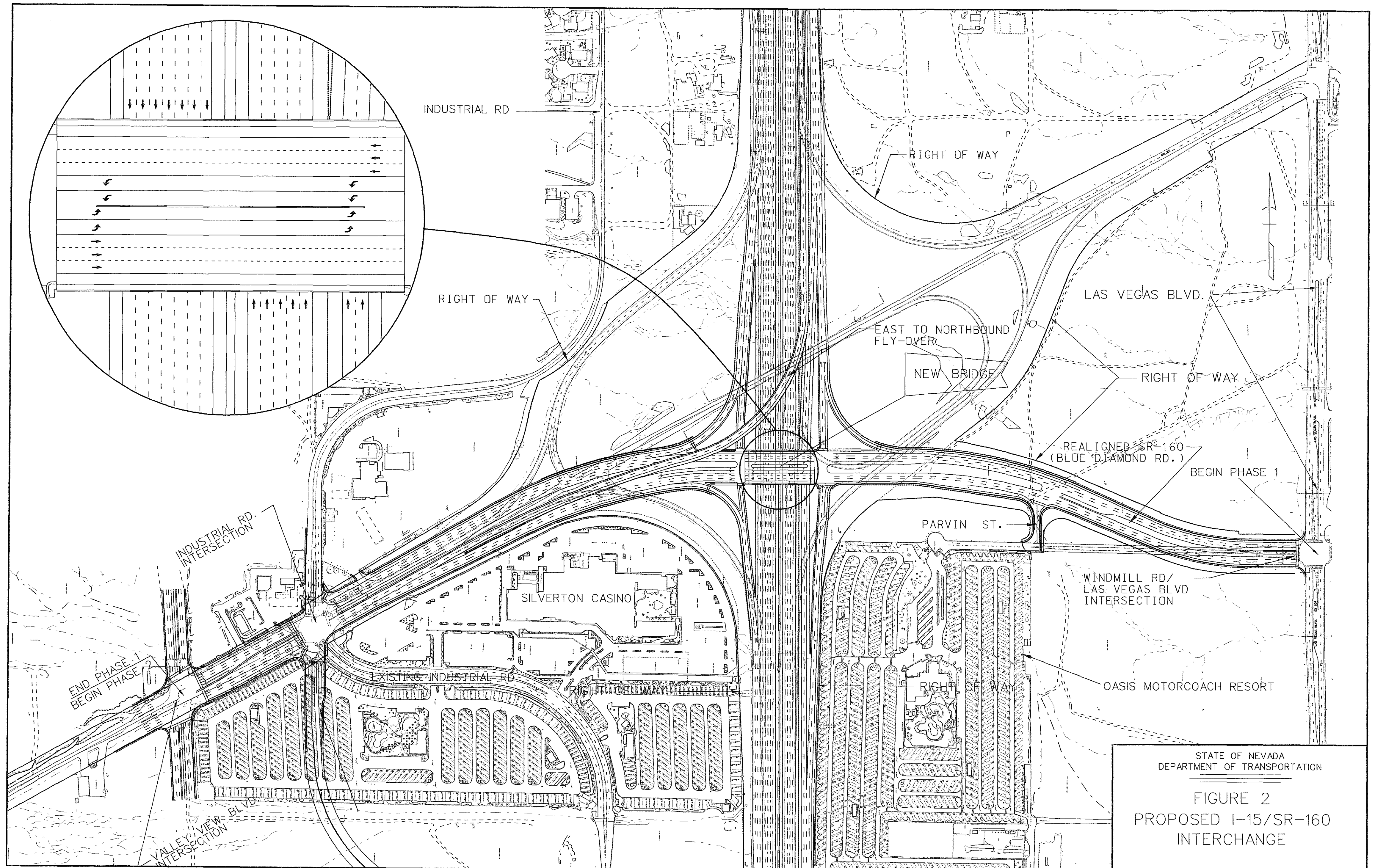
A. Description

The Nevada Department of Transportation (NDOT), in cooperation with the Federal Highway Administration (FHWA) and Clark County, is proposing to improve State Route (SR) 160, Blue Diamond Highway, from Las Vegas Boulevard (SR-604) across Interstate 15 (I-15) to just west of Rainbow Boulevard (SR-595). This project proposes to widen SR-160 from two lanes to eight lanes, construct a grade separation on SR-160 at the Union Pacific Railroad (UPRR) crossing, reconstruct the interchange at SR-160 and I-15 and reconstruct the Warm Springs grade separation over I-15 (see Figure 1). In conjunction with the roadway and interchange improvements, the Lower Blue Diamond Detention Basin (LBDDDB) and inflow channel flood control facilities located adjacent to the UPRR north of the proposed project area and west of Decatur Boulevard, are proposed to be constructed. The channel and detention basin are identified as Master Plan facilities by the Clark County Regional Flood Control District (CCRFCD).

The proposed improvements to SR-160 would consist of realigning and widening the roadway to eight travel lanes (four in each direction) from Las Vegas Boulevard to Industrial Road and along the present alignment from Industrial Road west to Rainbow Boulevard. The roadway section will transition at Rainbow Boulevard to match the existing two-lane configuration. The proposed improvements include construction of a full access interchange at I-15, replacing the existing Blue Diamond Highway interchange, and connecting SR-160 on the east at Windmill Road and Las Vegas Boulevard. The UPRR at-grade crossing with SR-160 will be replaced with a new grade separation, eliminating the at-grade crossing. This project will also include a proposed design for a future eastbound SR-160 to northbound I-15 fly-over ramp to be constructed when traffic demand warrants have been met and funding is available. In addition to the work proposed on SR-160, the I-15/Warm Springs Road two-lane grade separation will be replaced with a new six-lane structure. Throughout the proposed project, 10-foot roadway shoulders will provide a safe and efficient east-west facility accommodating bicyclists; pedestrian facilities will consist of sidewalk, curb, and gutter.

The proposed project will be constructed in phases. Phase I is proposed to include the new SR-160 and I-15 interchange, the widening of SR-160 to an eight-lane roadway from Las Vegas Boulevard to Valley View, and the realignment of SR-160 between Industrial Road and Windmill Lane/Las Vegas Boulevard (see Figures 2-5). Construction will begin in late 2004 and is expected to last 18-24 months.

Phase II is proposed to include the widening of SR-160 to an eight-lane roadway from Valley View to Rainbow (see Figures 5-8). The at-grade UPRR crossing will be replaced with a grade separation over the railroad tracks. Mechanically stabilized earth (MSE) walls, at an approximate



STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

FIGURE 2
PROPOSED I-15/SR-160
INTERCHANGE

roadway shoulders across I-15 will be wide enough to accommodate bicyclists. The SR-160/UPRR grade separation will eliminate traffic queues and accidents at the at-grade crossing. In addition, constructing the channel and detention basin will allow reduction in the size and cost of drainage structures associated with the proposed roadway improvements while meeting capacity requirements to convey and store flows from 100-year storm events to protect downstream properties from potential flood damage.

Funding and construction of public and private facilities, through a variety of local sources including developer contributions, development fees, property taxes, sales taxes, and motor vehicle fuel taxes will avoid, minimize, and mitigate adverse cumulative socioeconomic and natural resource impacts associated with development within the project area. Ultimately, the effectiveness of growth management is dependent upon the local government and its enforcement of land use, zoning, and development ordinances. In that regard, the proposed project is consistent with the long-range transportation and development plans as envisioned for this area of the southwestern Las Vegas Valley.

III. Agency Coordination and Public Involvement

A. Intent-to-Study Letter

The letter reproduced in Appendix A was sent to the agencies and individuals listed immediately following this letter. This correspondence notified the recipients of NDOT's intention to study the proposed project, invited comments, and advised them of the scheduled Informational Meeting. Responses to the Intent-to-Study letter were received from various people and agencies. Copies of comments and concerns are in Appendix B, followed by responses.

B. Informational Meetings

The National Environmental Policy Act (NEPA) decision-making process for the project was initiated with a public information meeting held July 27, 1999 from 4:00 p.m. to 7:00 p.m. at the Enterprise Library, 25 East Shelbourne, Las Vegas, Nevada. Representatives from NDOT explained the proposed project and invited comments from those in attendance. Written and verbal statements submitted during the informational meeting and open comment period become part of the project record. Sixty-five people attended this meeting. A court reporter was present to transcribe comments from those who preferred to make a verbal statement. Four people offered verbal comments to the court reporter.

Three more meetings were held for the proposed project at the same location on February 23, 2000; May 7, 2002; and July 28, 2003. Again, representatives from NDOT explained the proposed project and invited comments from those in attendance. Thirty-seven people attended the February 23, 2000 meeting, with three people offering verbal comments to the court reporter. Fifty-one people attended the May 7, 2002 meeting, with two people offering verbal comments

to the court reporter. Forty-four people attended the July 28, 2003, with four people offering verbal comments to the court reporter.

Written and verbal comments and responses are presented for each public information meeting in Appendix B., followed by the verbatim text or oral transcript for reference.

EXHIBIT F



STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712

KENNY C. GUINN
Governor

July 7, 1999

TOM STEPHENS, P.E., Director

In Reply Refer to:

See Attached List

Intent-to-Study
SR 160
Blue Diamond Highway
EA 72495

The Nevada Department of Transportation (NDOT), in cooperation with the Federal Highway Administration (FHWA) and Clark County, is proposing to improve SR 160, the Blue Diamond Road, from Las Vegas Boulevard to Rainbow Boulevard, in Clark County.

The proposed improvements consist of realigning and widening the existing roadway to six travel lanes (three in each direction) from Las Vegas Boulevard to Industrial Road and along the present alignment from Industrial Road to Rainbow Boulevard. The proposed improvements include reconstructing the existing interchange at I-15 and constructing a grade separation at the Union Pacific Railroad.

In compliance with the National Environmental Policy Act of 1969 (NEPA), NDOT is conducting an Environmental Assessment of the proposed project's impacts. This letter is intended to inform you of the current study and solicit your comments concerning the project. Areas of potential impact could include, but are not limited to, the following:

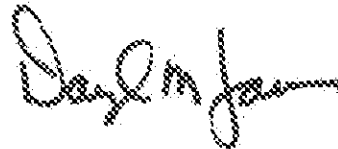
- | | |
|-----------------------|-------------------------------------|
| 1. Access | 9. Property Values |
| 2. Aesthetics | 10. Public Parks & Recreation Areas |
| 3. Air Quality | 11. Safety |
| 4. Archaeological | 12. Social Considerations |
| 5. Geology | 13. Vegetation |
| 6. Historic Buildings | 14. Water Quality & Hydrology |
| 7. Land Use | 15. Wildlife and Wildlife Refuges |
| 8. Noise Levels | 16. Hazardous Waste |

We would appreciate receiving any response you have by 5 p.m., Friday, August 13, 1999. If no response is received, the Department will assume you foresee no significant impacts in your particular area of responsibility or interest.

An Informational Meeting to brief interested individuals, groups, and agencies on the project and to receive comments and suggestions from them will be held on Tuesday, July 27, 1999, from 4:00 to 7:00 p.m. at the Enterprise Library, 25 East Shelbourne, Las Vegas, Nevada. A copy of the meeting notice is attached.

Comments or questions regarding the proposed project may be addressed to Daryl James, P.E., Chief, Environmental Services Division, Nevada Department of Transportation, 1263 South Stewart Street, Carson City, Nevada 89712, phone (775) 888-7013.

Sincerely,



Daryl N. James, P.E., Chief
Environmental Services Division

DNJ:MDN:hn
Attachment

TRANSPORTATION NOTICE
PUBLIC INFORMATION MEETING

PURPOSE OF
MEETING:

The Nevada Department of Transportation (NDOT), in cooperation with the Federal Highway Administration (FHWA) and Clark County is proposing to improve the Blue Diamond Highway (SR-160) from Las Vegas Boulevard to Rainbow Boulevard. The proposed improvements consist of realigning and widening the existing roadway to six travel lanes (three in each direction) from Las Vegas Boulevard to Industrial Road and along the present alignment from Industrial Road to Rainbow Boulevard. The proposed improvements will include reconstructing the existing interchange at I-15 and constructing a grade separation at the Union Pacific Railroad. We will display our preliminary layout and receive input from individuals, groups, and agencies interested in the project.

WHEN AND
WHERE:

The meeting will be held Tuesday, July 27, 1999 from 4:00 p.m. to 7:00 p.m. at the Enterprise Library, 25 East Shelbourne, Las Vegas, Nevada.

WHY:

The proposed project will increase traffic capacity, provide for alternative transportation modes and improve the existing interchange by providing easier and safer access to and from the SR-160 Interchange and the I-15 freeway system.

WHERE YOU
COME IN:

Members of the public are invited to attend the meeting at their convenience any time during the meeting hours (4:00 to 7:00 p.m.) and submit their comments in writing on a comment sheet provided at the meeting or in person to a public stenographer who will be available throughout the meeting.

In addition to any comments received at the meeting, written comments also will be accepted until 5:00 p.m., Friday, August 13, 1999. Please submit your comments to:

Daryl N. James, P.E., Chief
Environmental Services Division
Nevada Department of Transportation
1263 South Stewart Street
Carson City, Nevada 89712

IF RIGHT-OF-

WAY IS NEEDED: The Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 will govern the acquisition of any right-of-way necessary for this project. More detailed information on right-of-way acquisition and relocation assistance can be obtained by calling or visiting the Nevada Department of Transportation, Right-of-Way Office, 123 East Washington, Las Vegas, Nevada, telephone (702) 385-6540.

General information about the meeting can be obtained from Ted P. Bendure, Environmental Services Supervisor, Nevada Department of Transportation, 1263 South Stewart Street, Carson City, Nevada 89712, telephone (775) 888-7013.

Certain project materials are available on alternative formats upon request. A sign language interpreter will be available upon request. Contact Ted P. Bendure, Environmental Services Supervisor, Nevada Department of Transportation, 1263 South Stewart Street, Carson City, Nevada 89712, telephone (775) 888-7013 no later than Monday, July 19, 1999, so that arrangements can be made.

The Equal Opportunity Bus (EOB) 646-2062 is available for handicapped individuals to allow for participation in the meeting. Check with them for scheduling.

SR 160, Blue Diamond Highway
Mailing List - Intent-to-Study

U.S. Department of Agriculture
Natural Resources Conservation Service
2357A Renaissance Drive
Las Vegas, Nevada 89119

U.S. Department of Agriculture
Regional Forester
Forest Service, Region 4
324 25th Street
Ogden, Utah 84401

U.S. Department of Agriculture
Forest Service
1200 Franklin Way
Sparks, Nevada 89431

U.S. Department of the Interior
Bureau of Indian Affairs
P. O. Box 10
Phoenix, Arizona 85001

Bureau of Indian Affairs
1677 Hot Springs Road
Carson City, Nevada 89706-0646

U.S. Department of the Interior
U.S. Geological Survey
Water Resources Division
333 W. Nye Lane
Carson City, Nevada 89706

U.S. Department of the Interior
Chief, Environmental Impact
Assessment Program
U.S. Geological Survey, MS-760
Reston, Virginia 20192

U.S. Department of the Interior
Bureau of Land Management
P. O. Box 12000
Reno, Nevada 89520

Kevin Roukey
U.S. Army Corps of Engineers
Reno Regulatory Office
300 Booth Street, Room 2120
Reno, Nevada 89509

Regional Director, Western Region
National Park Service
600 Harrison Street, Suite 600
San Francisco, California 94107-1372

U. S. Department of the Interior
Bureau of Reclamation
P. O. Box 61470
Boulder City, Nevada 89006-1470

U.S. Department of the Interior
Regional Environmental Officer
Pacific Southwest Region
600 Harrison Street, Suite 515
San Francisco, California 94107

U.S. Department of the Interior
Regional Director, Region 1
Fish and Wildlife Service
911 N.E. 11th Avenue
Portland, Oregon 97232-4181

Dave Farrel (Mail Code: E-3-1)
Chief, Environmental Review Section
Office of Federal Activity
U.S. Environmental Protection Agency
75 Hawthorne Street
San Francisco, California 94105

Director
Division of NEPA Affairs
Department of Energy
Mail Station E-201, GTN
Washington, D.C. 20545

U.S. Department of Health & Human Services
Federal Office Building
50 Fulton Street
San Francisco, California 94102

U.S. Department of the Interior
U.S. Fish and Wildlife Service
1340 Financial Blvd. #234
Reno, Nevada 89502

Office of Ecology & Conservation
National Oceanic & Atmospheric Administration
U.S. Department of Commerce, Room 5813 (PP/EC)
14th and Constitution Avenue, N.W.
Washington, D.C. 20230

U.S. Department of Transportation
Chief, Airport District Office SSO-600
Federal Aviation Administration
831 Mitten Road
Burlingame, California 94010

Regional Director
Federal Emergency Management Agency
Region IX, Bldg. 105
Presidio of San Francisco, CA 94129

A-95 Clearinghouse
Heather Elliott
209 E. Musser #200
Carson City, Nevada 89710

Susan Hook
State Coordinator NFIP
2525 S. Carson Street
Carson City, Nevada 89710

S. Nevada Sierra Club
P. O. Box 19777
Las Vegas, Nevada 89119

Central Telephone
330 S. Valley View Boulevard
Las Vegas, Nevada 89152

Regional Transportation Commission
301 E. Clark Avenue, Suite 300
Las Vegas, Nevada 89101

Mr. Frank Luchetti
Sierra Pacific Power Company
P. O. Box 10100
Reno, Nevada 89510

Nevada Power Company
P. O. Box 230
Las Vegas, Nevada 89151

Southwest Gas
P. O. Box 98510
Las Vegas, Nevada 89193-8510

Ms. Sue Newberry
Department of Motor Vehicles
Office of Traffic Safety
555 Wright Way
Carson City, Nevada 89711-0999

Cheryl Blumstrom
Associated General Contractors
P. O. Box 40697
Reno, Nevada 89504

Bruce Woodbury, Chairman
Clark County Commission
P. O. Box 551601
Las Vegas, Nevada 89155-1601

Erin Kenny, Vice Chairman
Clark County Commission
P. O. Box 551601
Las Vegas, Nevada 89155-1601

Yvonne Atkinson-Gates
Clark County Commission
P. O. Box 551601
Las Vegas, Nevada 89155-1601

Dario Herrera
Clark County Commission
P. O. Box 551601
Las Vegas, Nevada 89155-1601

Lance M. Malone
Clark County Commission
P. O. Box 551601
Las Vegas, Nevada 89155-1601

Myrna Williams
Clark County Commission
P. O. Box 551601
Las Vegas, Nevada 89155-1601

Thom Reilly
Administrative Services Director
P. O. Box 551712
Las Vegas, Nevada 89155-1712

Dale Askew
County Manager
P. O. Box 551111
Las Vegas, Nevada 89155-1111

Martin J. Manning
Public Works Director
P. O. Box 554000
Las Vegas, Nevada 89155-4000

Oasis LV Motor Coach Park
6345 Balboa Boulevard #112
Encino, CA 91316-1517

Fred Nassiri
6950 Bermuda Road
Las Vegas, Nevada 89119-4305

Oasis LV Motor Coach Park
c/o Haverford Capital Inc.
300 N. Continental Blvd. #360
El Segundo, CA 90245-5023

National Auto Truckstops Inc.
c/o L. Zygmunt
c/o Tax Department
24601 Center Ridge Road #200
Westlake, OH 44145-5600

I V A C
c/o L. Casey
13191 Crossroads Pkwy N
6th Floor
City of Industry, CA 91746-3421

USA
Washington DC 20260

P & S Commercial LLC
2110 E. Flamingo #204
Las Vegas, Nevada 89119

Ernest & Kathleen Becker
50 S. Jones Blvd. #100
Las Vegas, Nevada 89107-2673

Howard Needham
3216 W. Charleston Blvd.
Las Vegas, Nevada 89102-1983

Pedro Arturo Flores
5315 Avenue Q
Galveston, TX 77551-5154

John & Joy Davis
3023 SW Scholls Ferry Road
Portland, OR 97221-1354

Donald Tripole
P. O. Box 2022
Las Vegas, Nevada 89125-2022

S W T & E Inc.
401 N. Buffalo Drive #205
Las Vegas, Nevada 89128-0397

Blue Diamond Trust LLC
c/o Southwest Escrow Co.
401 N. Buffalo #205
Las Vegas, Nevada 89128

Diamond Buildings Trust LLC
c/o Paragon Coml Real Est
101 Convention Center Drive #1204
Las Vegas, Nevada 89109

Patrick Snyder
Maurice Family Trust
c/o A & D Maurice Trs Enterprise
7037 Berkshire Place
Las Vegas, Nevada 89147

Robert J. Bracken et al
5615 S. Cameron #B
Las Vegas, Nevada 89118

Blue Diamond Ranches LLC
c/o Diversified Realty
911 N. Buffalo #201
Las Vegas, Nevada 89128-0381

Vincent & Rita Cervoni
2801 Crystal Beach Drive
Las Vegas, Nevada 89128-6908

Ralph & Larene Secrist
2130 E. Stewart Street
Las Vegas, Nevada 89101

Genevieve Bonamy
2209 28th Ct SE
Auburn, WA 98002-7091

Albert & Eileen Massi
3202 W. Charleston Blvd.
Las Vegas, Nevada 89102-1932

Garrity 1985 Trust
Larry & Edith Garrity
1800 Willow Trl
Las Vegas, Nevada 89108-1927

Joan R. Sommers
3126 Trueno Road
Henderson, Nevada 89014-3650

IN THE SUPREME COURT OF THE STATE OF NEVADA

THE STATE OF NEVADA, on relation of its
Department of Transportation,

Petitioner,

vs.

Case No. 70098

THE EIGHTH JUDICIAL DISTRICT
COURT, COUNTY OF CLARK, STATE OF
NEVADA, AND THE HONORABLE
GLORIA STURMAN, DISTRICT JUDGE,

Respondents,

and

FRED NASSIRI, individually and as trustee of
the NASSIRI LIVING TRUST, a trust formed
under Nevada law,

Real Party in Interest.

APPENDIX VOLUME 3, part 2

TO PETITION FOR WRIT OF MANDAMUS OR PROHIBITION

ADAM PAUL LAXALT, ESQ.
Attorney General
DENNIS V. GALLAGHER, ESQ.
Nevada Bar No. 955
Chief Deputy Attorney General
AMANDA B. KERN, ESQ.
Nevada Bar No. 9218
Deputy Attorney General
555 E. Washington Ave, Suite 3900
Las Vegas, Nevada 89101
Telephone: (702) 486-3420
Facsimile: (702) 486-3768
Email: akern@ag.nv.gov

WILLIAM L. COULTHARD, ESQ.
Nevada Bar No. 3927
ERIC M. PEPPERMAN, ESQ.
Nevada Bar No. 11679
Kemp, Jones & Coulthard, LLP
3800 Howard Hughes Parkway
17th Floor
Las Vegas, Nevada 89169
Telephone: (702) 385-6000
Facsimile: (702) 385-6001
Email: emp@kempjones.com

ATTORNEYS FOR PETITIONER

Document Description	Volume Number	Bates Number
Amended Complaint	1	PA00015-054
Answer to Amended Complaint and Counterclaim	2	PA00233-282
Answer to the State's Counterclaim	2	PA00283-292
Appendix to Nassiri's Opposition to Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	10	PA01841-2091
Appendix to Nassiri's Opposition to Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI...	11	PA02092-2281
Appendix to Nassiri's Opposition to the State's MPSJs Re Inverse Claim and Contract Claims	5	PA00808-977
Appendix to Nassiri's Opposition to the State's MPSJs Re Nassiri's Inverse Claim and Contract Claims...	6	PA00978-1150
Appendix to the State's Motion for Partial Summary Judgment on Nassiri's Contract Claims	4	PA00504-695
Complaint	1	PA00001-014
Hearing Transcript (4-1-15 Hearing on the State's MPSJ on Nassiri's Inverse Claim and Contract Claims)	13	PA02460-2540
Hearing Transcript (5-19-15 Transcript of Closing Arguments at Bench Trial)	13	PA02541-2634
Hearing Transcript (Motion to Dismiss)	1	PA00156-224
Hearing Transcript (MPSJ on Prayer for Rescission)	7	PA01391-1451
Hearing Transcript (MPSJ Re Rescission Based on Bench Trial Ruling)	9	PA01763-1812
Hearing Transcript.1 (Motion to Exclude Damages Evidence or Strike Harper-Oral Arguments)	12	PA02389-2455
Hearing Transcript.2 (Motion to Exclude Damages Evidence or Strike Harper-Announcement of Ruling)	12	PA02349-2388
Motion for Partial Summary Judgment on Nassiri's Contract Claims	4	PA00596-726
Motion for Partial Summary Judgment on Nassiri's	5	PA00727-754

Prayer for Rescission		
Motion for Partial Summary Judgment on Nassiri's Rescission Claim Based on the Court's Trial Ruling	8	PA01598-1614
Motion for Summary Judgment on Nassiri's Claim for Inverse Condemnation (with Appendix)	3	PA00293-503
Motion to Bifurcate/Confirm the May 4, 2015, Trial as a Bench Trial	7	PA01306-1339
Motion to Dismiss Filed by the State	1	PA00055-108
Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	9	PA01649-1746
Notice of Supplemental Authority Re MPSJs Filed by the State	7	PA01239-1249
Opposition to the State's Motion to Bifurcate/Confirm the May 4, 2015, Trial as a Bench Trial	7	PA01340-1390
Opposition to the State's Motion to Dismiss	1	PA00108-136
Opposition to the State's Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	9	PA01813-1840
Opposition to the State's MPSJ on Nassiri's Claim for Inverse Condemnation	5	PA00775-807
Opposition to the State's MPSJ on Nassiri's Contract Claims	5	PA00755-774
Opposition to the State's MPSJ on Nassiri's Prayer for Rescission	6	PA01151-1170
Opposition to the State's MPSJ on Nassiri's Rescission Claim Based on Trial Ruling	8	PA01615-1648
Order Re Motion to Bifurcate/Confirm May 4, 2015, Trial as Bench Trial	8	PA01552-1555
Order Re Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	12	PA02456-2457
Order Re MPSJ on Nassiri's Claim for Inverse Condemnation	8	PA01536-1543
Order Re MPSJ on Nassiri's Contract Claims	8	PA01526-1535
Order Re MPSJ on Nassiri's Prayer for Rescission	8	PA01544-1551
Order Re MPSJ on Nassiri's Rescission Claim Based on Trial Ruling	12	PA02458-2459
Order Re the State's Motion to Dismiss	1	PA00225-232
Reply in Support of the State's Motion to Dismiss	1	PA00137-155

Reply in Support of the State's Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	12	PA02282-2348
Reply in Support of the State's MPSJ on Contract Claims	6	PA01171-1201
Reply in Support of the State's MPSJ on Nassiri's Claim for Inverse Condemnation	7	PA01202-1238
Reply in Support of the State's MPSJ on Nassiri's Prayer for Rescission	7	PA01250-1305
Reply in Support of the State's MPSJ on Nassiri's Rescission Claim Based on Trial Ruling	9	PA01747-1762
Supplemental Trial Brief Filed by Nassiri	8	PA01505-1525
Supplemental Trial Brief Filed by the State	8	PA01494-1504
Trial Brief Filed by Nassiri	8	PA01479-1493
Trial Brief Filed by the State	8	PA01452-1478
Trial Ruling	8	PA01577-1597
Trial Ruling (with Handwritten Changes)	8	PA01556-1576

Blue Diamond Ranch II LLC
7001 N. Scottsdale Road #1040
Scottsdale, AZ 85253-3665

Jack & Edwina Owens et al
1919 Waldman Avenue
Las Vegas, Nevada 89102

Ronald Reiss Trs
c/o Reiss Corp.
4485 S. Pecos Road
Las Vegas, Nevada 89121-5029

Norbert & Avis Jansen
Family Trust
3734 Las Vegas Blvd S
Las Vegas, Nevada 89109-4322

Cathy & Robin Conrado
1408 Maria Elena Drive
Las Vegas, Nevada 89104

RMS Inc.
4620 W. Blue Diamond Road
Las Vegas, Nevada 89139-7610

David & Nongnuch Floyd
6221 Even Sail Drive
Las Vegas, Nevada 89115-6968

David & Michele Miller
3220 W. Meranto Avenue
Las Vegas, Nevada 89139-8329

William Graham Trs
9160 Industrial Road
Las Vegas, Nevada 89139-8123

Milton Bozanic
3430 E. Flamingo Road #226
Las Vegas, Nevada 89121-5065

Melody Marc
1345 Termino Avenue
Long Beach, CA 90804

Jerry Appelhans et al
4515 W. Ford
Las Vegas, Nevada 89139-7605

County of Clark
(Aviation)
P. O. Box 11005
Las Vegas, Nevada 89111-1005

Eulas E. Lunsford
4324 Fulton Place
Las Vegas, Nevada 89107-4151

Donald & Ruth Charley
4085 Maulding Avenue
Las Vegas, Nevada 89139-5823

Paul & Stella Specht
Family Trust
9165 Hauck Street
Las Vegas, Nevada 89139-7542

Mario & Judith Drago
Family Trust
2805 Channel Bay Drive
Las Vegas, Nevada 89128

Morton & Rosalind Galane
302 E. Carson Avenue #1100
Las Vegas, Nevada 89101-5909

Loral Corp
225 Falcon Bridge Road
Sudbury, Ontario
Canada P3A 3K5

Roy & Pianka Pool
7495 W. Robel
Las Vegas, Nevada 89117

Chinsuk Kim
5855 S. Gateway
Las Vegas, Nevada 89120-2627

Ithak & Helen Nurkin
3255 W. Cactus Avenue
Las Vegas, Nevada 89139-8840

Gene Austin Bogenberger
300 Kingsford
Monterey Park, CA 91754

Fredrick & JoAnn Milton
Martin & Lila Otelsberg
1905 N. Decatur
Las Vegas, Nevada 89108-2209

Lawton & Aloma Powers
2110 E. Flamingo Road #204
Las Vegas, Nevada 89119

Eliot Arby Alper
3955 Blue Diamond Road
Las Vegas, Nevada 89139-7722

Dorothy Papazian
N. Sternberg
c/o Foodmaker Inc.
c/o Tax Department
9330 Balboa Avenue
San Diego, CA 92123-1516

Terrible Herbst Inc.
c/o 5195 Las Vegas Blvd S
Las Vegas, Nevada 89119-3209

EXHIBIT G

Attorney General's Office
1263 S. Stewart Street
Carson City, Nevada 89712

1 STATE OF NEVADA

2 CARSON CITY

} ss.

AFFIDAVIT OF PUBLIC USE,
NECESSITY AND VALUE

3 I, HEIDI A. MIRELES, do hereby swear under penalty of perjury that the assertions
4 contained in this affidavit are true and correct:

5 That I am the Chief Right-of-Way Agent for the Nevada Department of Transportation,
6 and have been employed in that capacity since August 20, 1997. In my position of Chief
7 Right-of-Way Agent, I am familiar with the proposed construction projects of the Department
8 of Transportation to serve the traveling public within the state. The property sought to be
9 condemned, Parcel Nos. S-160-CL-000.015, S-160-CL-000.016 and S-160-CL-000.016TE, is
10 needed for the reconstruction of the Blue Diamond Road (S.R. 160) from Las Vegas
11 Boulevard (S.R. 604)/Windmill Lane to Valley View Boulevard and the I-15 Interchange at
12 Blue Diamond Road in the unincorporated area of Clark County, State of Nevada. I am
13 familiar with the subject parcels, which are needed for the highway construction project.

14 Possession of the above-mentioned parcels is required for the following reasons:

15 1. Before the Department of Transportation may obligate Federal-aid funds for
16 construction, it must certify to the Federal Highway Administration that it has acquired, either
17 in fee title or the right to immediate occupancy, all necessary right-of-way for the project.

18 2. The Department of Transportation plans to obligate Federal-aid funds for
19 construction for this project as soon as the department has obtained the necessary rights-of-
20 way for the project.

21 3. On July 22, 2004, the Board of Directors of the Nevada Department of
22 Transportation adopted a resolution of condemnation pursuant to NRS 408 503 declaring that
23 the public interest and necessity require the acquisition of the subject property.

24 Among my duties and responsibilities as Chief Right-of-Way Agent is arranging for the
25 appraisal of property to be acquired to determine fair market value of the property I have had
26 the property identified as Parcel Nos. S-160-CL-000.015, S-160-CL-000.016 and
27 S-160-CL-000.016TE appraised by a licensed, experienced and competent real estate
28 ...

Attorney General's Office
1263 S. Stewart Street
Carson City, Nevada 89712

1 appraiser and based on the appraisal had the fair market value of the property determined at
2 \$4,810,000.00.

3 The property appraised is described as follows:

4 PARCEL NO. S-160-CL-000.015, owned by Fred Nassiri, An Unmarried Man, to be
5 acquired in fee simple

6 Said real property situate, lying and being in the County of Clark, State of Nevada and
7 more particularly described as being a portion of the E 1/2 of the SE 1/4 of Section 8,
8 T. 22 S., R. 61 E., M.D.M., and further described as being that parcel of land lying north of a
9 parcel conveyed to the County of Clark for WINDMILL LANE by that certain GRANT,
10 BARGAIN, SALE DEED recorded in Clark County, Nevada, on December 21, 1995, of Official
11 Records, in Book 951221, Instrument 01191, and south of the southerly right-of-way line of
12 S.R. 160 (Blue Diamond Road), and more fully described by metes and bounds as follows, to
13 wit:

14 BEGINNING at an intersection of the left or southerly right-of-way line of
15 S.R. 160 (Blue Diamond Road) and the northerly boundary line of that parcel of
16 land conveyed to the County of Clark as WINDMILL LANE by that certain
17 GRANT, BARGAIN, SALE DEED recorded in Clark County, Nevada, on
18 December 21, 1995, of Official Records, in Book 951221, Instrument 01191,
19 90.30 feet left of and at right angles to Highway Engineer's Station
20 "BD" 18+72.43 P O.T., said point of beginning further described as bearing
21 N 87°10'10" W a distance of 887.75 feet from the southeast corner of
22 Section 8, T. 22 S., R. 61 E., M D.M.; thence N. 88°46'59" W, along said
23 northerly boundary line of WINDMILL LANE, a distance of 383.02 feet to a point;
24 thence the following two (2) courses and distances:

- 20 1) N. 0°11'15" W. - 30.08 feet;
21 2) from a tangent which bears the last described course, curving to
22 the right with a radius of 80.00 feet, through an angle of
23 112°36'20", an arc distance of 157.23 feet to a point on said left or
24 southerly right-of-way line of S.R. 160 (Blue Diamond Road);

25 thence S. 67°34'55" E., along said left or southerly right-of-way line, a distance
26 of 294.80 feet to the point of beginning; said parcel contains an area of 25,419
27 square feet (0.58 of an acre).
28
..

1 PARCEL NOS. S-160-CL-000.016 and S-160-CL-000.016TE, owned by Fred Nassiri, An
2 Unmarried Man

3 Said real property situate, lying and being in the County of Clark, State of Nevada and
4 more particularly described as being portions of the E 1/2 of the SE 1/4 of Section 8,
5 T. 22 S., R. 61 E., M.D.M., and the individual parcels being more fully described by metes and
6 bounds as follows, to wit:

7 Parcel No. S-160-CL-000.016, to be acquired in fee simple

8 BEGINNING at a point on the right or northerly right-of-way line of
9 S.R. 160 (Blue Diamond Road), 92.05 feet right of and at right angles to
10 Highway Engineer's Station "BD1" 11+00.38 P.O.T. and on the left or westerly
11 right-of-way line of S.R. 604 (Las Vegas Blvd.), 100.00 feet left of and at right
12 angles to Highway Engineer's Station "X" 315+36.59 P.O.T.; said point of
13 beginning further described as bearing N. 47°32'21" W. a distance of 136.31 feet
14 from the southeast corner of Section 8, T. 22 S., R. 61 E., M.D.M.; thence
15 S. 0°14'13" E., along said left or westerly right-of-way line of S.R. 604, a
16 distance of 39.87 feet to the northeast corner of that parcel of land conveyed to
17 the County of Clark as WINDMILL LANE by that certain GRANT, BARGAIN,
18 SALE DEED recorded in Clark County, Nevada on December 21, 1995, of
19 Official Records, in Book 951221, Instrument 01191; thence N. 88°46'59" W.,
20 along a line parallel with and 50.00 feet distant from the south section line of
21 said Section 8, a distance of 265.00 feet to a point; thence S. 1°13'01" W. a
22 distance of 25.00 feet to a point; thence N. 88°46'59" W., along a line parallel
23 with and 25.00 feet distant from said south section line, a distance of 520.92 feet
24 to a point on the left or southerly right-of-way line of said S.R. 160; thence
25 N. 67°34'55" W., along said left or southerly right-of-way line, a distance of
26 294.80 feet to a point; thence the following two (2) courses and distances:

- 18 1) from a tangent which bears the last described course, curving to
19 the left with a radius of 80.00 feet, through an angle of 112°36'20",
20 an arc distance of 157.23 feet;
- 21 2) S. 0°11'15" E. - 30.08 feet to a point on the northerly boundary
22 line of said WINDMILL LANE;

23 thence N. 88°46'59" W., along said northerly boundary line, a distance of 61.08
24 feet to a point on the west line of the E 1/2 of the SE 1/4 of said Section 8;
25 thence N. 0°10'32" W., along said west line, a distance of 383.49 feet to a point
26 on said right or northerly right-of-way line of S.R. 160; thence along said right or
27 northerly right-of-way line the following seven (7) courses and distances.

- 25 1) from a tangent which bears S. 73°23'15" E., curving to the right
26 with a radius of 3,120.00 feet, through an angle of 0°25'18", an arc
27 distance of 22.96 feet;
- 28 2) from a tangent which bears S. 73°08'55" E., curving to the right
with a radius of 1,465.00 feet, through an angle of 9°41'44", an arc
distance of 247.91 feet;

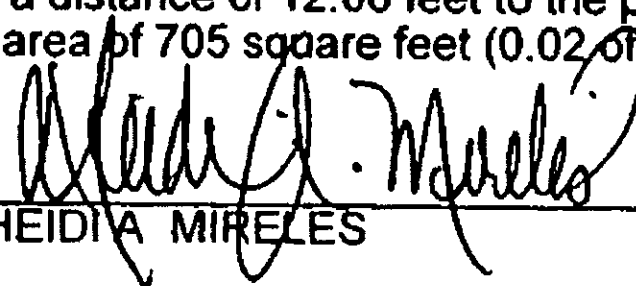
Attorney General's Office
1263 S. Stewart Street
Carson City, Nevada 89712

- 3) S. 67°17'49" E. - 380.52 feet;
- 4) S. 22°42'11" W. - 3.00 feet;
- 5) from a tangent which bears S. 67°17'49" E., curving to the left with a radius of 1,095.95 feet, through an angle of 19°42'29", an arc distance of 376.97 feet;
- 6) S. 0°00'00" E. - 13.50 feet;
- 7) N. 90°00'00" E. - 263.62 feet to the point of beginning;

said parcel contains an area of 4.22 acres.

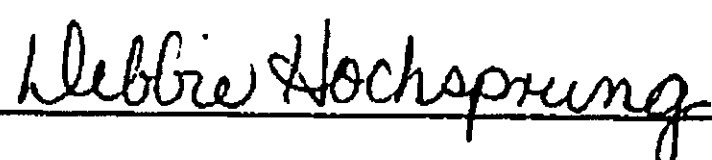
Parcel No. S-160-CL-000.016TE, to be acquired as a temporary easement for highway construction purposes for a two year period commencing on the date of occupancy

BEGINNING at a point on the northerly boundary line of that parcel of land conveyed to the County of Clark as WINDMILL LANE by that certain GRANT, BARGAIN, SALE DEED recorded in Clark County, Nevada on December 21, 1995, of Official Records, in Book 951221, Instrument 01191; 229.47 feet left of and measured radially from Highway Engineer's Station "BD" 22+37.01 P.O.C.; said point of beginning further described as bearing N. 87°39'21" W. a distance of 1,270.66 feet from the southeast corner of Section 8, T. 22 S., R. 61 E., M.D.M.; thence N. 0°11'15" W., a distance of 30.08 feet to a point; thence from a tangent which bears the last described course, curving to the right with a radius of 80.00 feet, through an angle of 31°47'00", an arc distance of 44.38 feet to a point; thence S. 0°11'15" E. a distance of 72.51 feet to said northerly boundary line of that parcel of land conveyed to the County of Clark as WINDMILL LANE; thence N. 88°46'59" W., along said northerly boundary line, a distance of 12.00 feet to the point of beginning; said parcel contains an area of 705 square feet (0.02 of an acre).


HEIDI A MIRELES

SUBSCRIBED and SWORN to before me

this 22nd day of July, 2004.


NOTARY PUBLIC

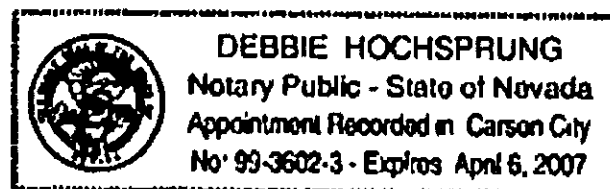


EXHIBIT H

Nassiri

August 10, 1999

Daryl N. James, P.E.
Chief of Environmental Services Division
Nevada Department of Transportation
1263 South Stewart Street
Carson City, NV 89712

By Federal Express

RE: Blue Diamond Highway (R-160)

Dear Mr. James:

My name is Fred Nassiri and I am the current owner of the parcel located on the southwest corner of the existing intersection of Las Vegas Boulevard and Blue Diamond Road. (The subject property is highlighted in yellow in the enclosed map). I am in receipt of the Blue Diamond Highway Information Package and I have the following questions and comments.

My parcel will be affected by the realignment of the Blue Diamond overpass where it realigns with Windmill Road. My parcel is approximately 50 acres and I am interested in developing my parcel once the realignment is finalized. Will you provide me with updated design and construction schedules as the project continues? Each of the three options seem to have the same effect on my parcel, as all of the options occur on the west side of I-15. Is this correct and will there be more proposed realignments?

With the realignment, I will be interested in obtaining at least three (3) full access entrances (right-in, right-out, left-in and left-out) one of these on the realigned portion of Blue Diamond Road and two on Las Vegas Boulevard. Additionally, I am interested what you propose to do with the right-of-way for the existing Blue Diamond Road right-of-way once the realignment is completed.

To close, I am very interested in coordinating entrances to my site with this project and would like to be updated with the design and construction schedules. As well, I would like to discuss your future plans for the right-of-way or the possibility of purchasing the abandoned parcel from NDOT (highlighted in pink) with the realignment of Blue Diamond Road. I believe the realignment will benefit the entire area.

Thank you for accepting this letter as part of the public record.

Sincerely,

Fred Nassiri
Fred Nassiri
Property Owner

Nassiri Incorporated

6590 Bermuda Road • Las Vegas, Nevada 89119 • (702) 897-6900 • Fax (702) 897-3510

B-38

DEPT076

NV_NASSIRI001969
PA00402

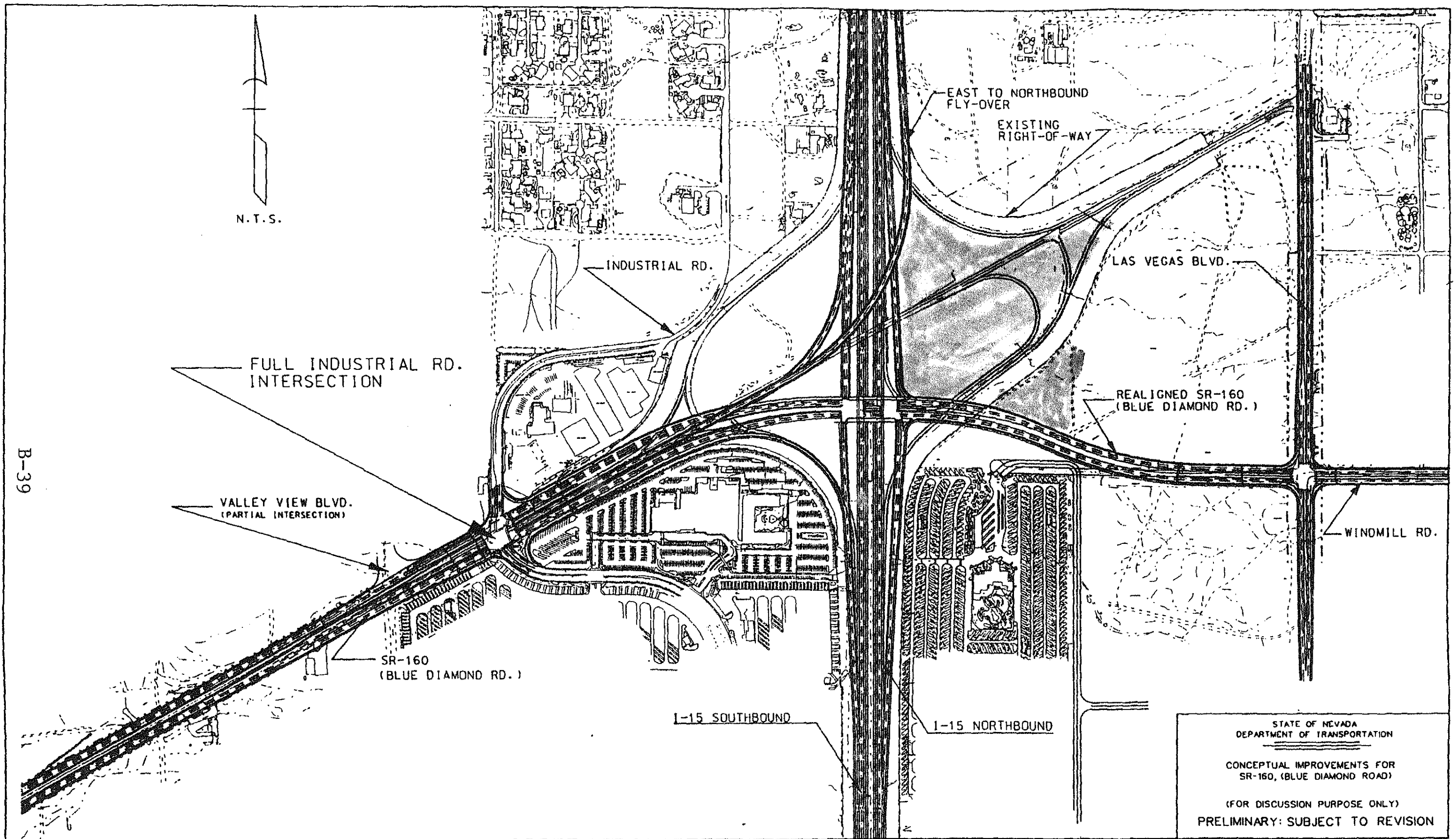


Figure 1-2A

EXHIBIT I

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

DISTRICT COURT

CLARK COUNTY

-o0o-

FRED NASSIRI, an individual;
et al.,

Case No. A672841

Department No. XXVI

Plaintiffs,

vs.

STATE OF NEVADA, on relation
of its DEPARTMENT OF
TRANSPORTATION, et al.,

Defendants.

_____ /

DEPOSITION OF

STEVE OXOBY

January 22, 2015

Reno, Nevada

REPORTED BY: CONSTANCE S. EISENBERG, CCR #142, RMR, CRR

Job No. 232701-B

1 A No.

2 Q Did you speak to anyone who is representing Mr. Nassiri
3 prior to your deposition?

4 A No.

5 Q You received a subpoena to produce documents in this
6 case. Do you recall that?

7 A Yes.

8 Q And the documents that you reviewed in preparation for
9 your deposition today, your notes, was everything that you
10 reviewed part of the documents that you produced as part of your
11 response to that subpoena?

12 A I believe so.

13 Q You were previously employed by Nevada Department of
14 Transportation; is that true?

15 A Yes.

16 Q And for the ease of the deposition, I'll refer to the
17 Department of Transportation as "NDOT."

18 When did you start working for NDOT?

19 A 1972.

20 Q What was the -- and you no longer work for NDOT,
21 correct?

22 A As a consultant.

23 Q Today, you do?

24 A Not directly, just as a consultant.

25 Q When did you leave NDOT?

1 A 2001.

2 Q Do you recall the month?

3 A April.

4 Q And what was the position that you held when you left
5 your job at NDOT?

6 A I was the chief of roadway design.

7 Q How long did you hold that position as chief of roadway
8 design?

9 A I don't recall. It was like in the range of six or
10 seven years.

11 Q And just generally, what were your duties and
12 responsibilities as the chief of roadway design with NDOT?

13 A All the highway construction or the design for the
14 highway construction was done under my -- me and my staff, for
15 state highways.

16 Q So any highway in the state, you or your department was
17 involved in the design process?

18 A Yes.

19 Q Did you ever hire outside design companies?

20 A Yes. We were just starting to do that.

21 Q When you left?

22 A Yeah.

23 Q You are an engineer by trade?

24 A Yes.

25 Q What licenses or certifications do you hold in your

1 field?

2 A I have a -- I'm registered as a professional engineer in
3 the civil engineering discipline.

4 Q And when did you receive that certification?

5 A '7- -- 1979, something like that.

6 Q Where did you go to work after you left NDOT?

7 A I went to work for Carter-Burgess.

8 Q What kind of company is Carter-Burgess?

9 A Engineering company.

10 Q And are you still with Carter-Burgess?

11 A In a way. They were bought out by Jacobs, and I'm still
12 with them.

13 Q So you are employed by Jacobs Engineering?

14 A Currently, yes.

15 Q And is part of your job with Jacobs Engineering, you do
16 consulting for NDOT?

17 A Yes, or other cities and municipalities.

18 Q Are you currently consulting with NDOT on any projects?

19 A Yes.

20 Q Which ones?

21 A USA Parkway.

22 Q Where is that located?

23 A It comes out of the Tahoe-Reno Industrial Center and
24 heads down south to Highway 50 near Silver Springs.

25 Q When you consult on these projects, what kind of things

1 sent?

2 A Yes.

3 Q Is that the letter that you reviewed in preparation for
4 your deposition today?

5 MR. OLSEN: Objection, vague and ambiguous. Which --
6 this one or the '99 letter?

7 MR. PEPPERMAN: The 1999 letter.

8 THE WITNESS: I believe so.

9 BY MR. PEPPERMAN:

10 Q Did you review this letter in preparation for your
11 deposition today?

12 A No.

13 Q What -- as part of your job at NDOT, what was your
14 involvement with the Blue Diamond realignment project?

15 A I had very little involvement. Most of the involvement
16 that I ever have on projects is when there is a problem, unless
17 it's -- you know, it's a big project.

18 But I don't remember much involvement with this project.

19 Q Do you remember what the project entailed?

20 A Yeah. It -- yes, it realigned the existing Blue Diamond
21 Road and got rid of the old ramps and built four new ramps on the
22 realignment of Blue Diamond Road, which was realigned to line up
23 with Windmill.

24 Q Were you aware of any plans for a flyover at the
25 intersection of Blue Diamond and I-15 as part of the realignment

1 project?

2 MR. OLSEN: Objection, vague and ambiguous, lacks
3 foundation.

4 You can answer.

5 THE WITNESS: I knew there was plans for a flyover
6 eventually.

7 BY MR. PEPPERMAN:

8 Q So those plans were not part of the Blue Diamond
9 realignment project as stated in this letter EA 72495, project
10 number SPSR-160006?

11 MR. OLSEN: Objection, vague and ambiguous.

12 You can answer.

13 THE WITNESS: So this is talking about a flyover?

14 BY MR. PEPPERMAN:

15 Q No. Just, the letter in Exhibit 1, it references "EA."

16 A Uh-huh.

17 Q What is "EA," do you know?

18 A "Engineering authorization."

19 Q And there's a number, 72495.

20 A Uh-huh, yeah.

21 Q What does that number tell you, as an engineer for NDOT?

22 A That they used this number to describe the project. So
23 we could charge any charges -- engineering charges would go to
24 this number, which would go to this project.

25 Q So earlier, when you said you were aware of future plans

1 engineers.

2 **Q So looking at Exhibit 17, have you seen this document**
3 **before?**

4 A Yeah, I've got -- yeah, I've seen it before. I signed
5 it.

6 **Q It says -- it's titled "Quality Certification." Do you**
7 **see that?**

8 A Yes.

9 **Q What is this document?**

10 A I'm just certifying that there was a quality plan for
11 this I-15 South design/build project.

12 And I'm certifying that something -- I'm not sure what
13 this refers to, must be the project in general, that the
14 project -- design of the project did follow the quality plan.

15 **Q Just so we understand what this document is, you are**
16 **reviewing the contractor's designs?**

17 A No. We -- Jacobs did the design, and I was the quality
18 manager. So I -- every submittal, which is a portion of the
19 design/build project, every design submittal would have to -- it
20 would have to be reviewed by somebody else, you know, a checking
21 operation.

22 And I would audit every submittal to make sure that it
23 was checked by an independent engineer. And then at the same
24 time, I would also do my own little -- I would review some of the
25 parts of the designs, too.

1 **Q So as one of those design components that you reviewed,**
2 **was one of those the flyover?**

3 MR. OLSEN: I'm going to object to the form of the
4 question, mischaracterizes his testimony.

5 THE WITNESS: Yeah. The design of the flyover would
6 have to go through the same quality review as everything else.

7 BY MR. PEPPERMAN:

8 **Q So a Jacobs engineer designed the flyover?**

9 A Maybe. There were -- that's a structure, and there were
10 three firms doing structural design. I don't remember if it was
11 Jacobs or Cygma or -- there was a firm out of Sacramento that was
12 also doing structural design.

13 I don't know who did the design. I don't remember.

14 **Q So whoever did the structural design of the flyover, you**
15 **reviewed that design as part of your role as the quality manager?**

16 A First, there would be an independent engineer review
17 that. I'm not a structural engineer. They would review that.

18 I would make sure that all the procedures were followed,
19 that it was reviewed, and any changes by the reviewer were, in
20 fact, made on the design.

21 **Q Okay. So someone would -- someone designed the flyover?**

22 A Yes.

23 **Q Another engineer reviewed that design?**

24 A Yes.

25 **Q And you reviewed the process to make sure everything was**

1 followed, correct?

2 A Yes. Yes.

3 Q And you said, as part of that process, you would make
4 your individual comments regarding the design itself?

5 A Yeah, which would be very superficial. You know, like,
6 you said Detail B, but, you know, it wasn't referred to -- it's
7 just simple stuff, because I'm not a structural guy.

8 Also, I had to make sure that the construction engineers
9 reviewed it, the drainage engineers, that we got interdisciplinary
10 review of it. That was also part of what I did.

11 Q When you were reviewing the review process, I guess, of
12 the flyover --

13 A Uh-huh.

14 Q -- it's the flyover that's currently built at the
15 Blue Diamond/I-15 interchange today?

16 A Yes.

17 Q And when you -- as part of your review, were you able
18 to -- do you know how high the flyover was built?

19 A No.

20 Q Do you know, as you sit here today, how high the flyover
21 is?

22 A No, I don't.

23 But I would have to make -- one of the critical points
24 that needs to be reviewed, not by me, but by the other engineer,
25 is clearance, you know. It has -- it has to be high enough to

1 review whether the design is completely within NDOT's
2 right-of-way?

3 A No.

4 Q That's not part of your consideration?

5 A No.

6 Q Do you know whether the flyover design was part of the
7 State's right-of-way in this case?

8 MR. OLSEN: Objection. He has already said it's not
9 part of his review. Also calls for a legal conclusion,
10 irrelevant, lack of foundation.

11 THE WITNESS: I do remember that when the original
12 interchange was laid out, I do remember a line showing the
13 flyover, you know, from a plan view, and it was within the ramps.

14 In other words, it didn't take any more right-of-way
15 than the Blue Diamond -- new Blue Diamond ramps took. So it was
16 within that. So if that's, in fact, what was built, then it would
17 have been within NDOT right-of-way.

18 BY MR. PEPPERMAN:

19 Q But you don't know one way or the other, right?

20 A No, I've got to assume so. Otherwise, somebody would be
21 inverse condemning NDOT for taking right-of-way but not paying
22 them for it.

23 Q When you were performing your quality review or your
24 quality certification, did you ever believe that the design
25 infringed on any of Nassiri's property rights?

1 MR. OLSEN: Objection, irrelevant, outside the scope,
2 lacks foundation, calls for an opinion that's not within the
3 scope -- this witness has not been designated as an expert. I may
4 be forgetting something. Form of the question.

5 You can answer if you --

6 THE WITNESS: I never -- never even considered that it
7 was within or without NDOT's right-of-way. I just -- that wasn't
8 part of my review either.

9 BY MR. PEPPERMAN:

10 Q Based on your work with Nassiri related to his
11 acquisition of the surplus property, did -- as you were reviewing
12 the design of the flyover in 2010, did you ever think, hey, wait a
13 second, we can't -- you can't design it this way and build this
14 because it infringes on Nassiri's property rights, which I know
15 about from working with him?

16 A No.

17 MR. OLSEN: Objection.

18 You can answer.

19 THE WITNESS: I did think it was interesting that here
20 we were, working on the Blue Diamond interchange project with
21 Nassiri many years before this, that I was actually working on a
22 project to make improvements that were near his property.

23 I thought it was kind of a coincidence.

24 BY MR. PEPPERMAN:

25 Q Earlier, you said that you thought Mr. Nassiri's

1 acquisition of all the surplus property was a big boon for him,
2 right?

3 A I thought, yeah.

4 Q Did your, you know, work on the design/build project in
5 the flyover change your opinion that Nassiri still got a great
6 boon by acquiring all that surplus property?

7 MR. OLSEN: Objection to the form of the question, lacks
8 foundation.

9 THE WITNESS: No. And I don't really think they are
10 related.

11 BY MR. PEPPERMAN:

12 Q When you were reviewing the design, did you consider any
13 impact that the design would have on Nassiri's view or visibility?

14 A No.

15 Q Do you think the flyover impacts Nassiri's view or
16 visibility to his property?

17 MR. OLSEN: Objection, lack of foundation, calls for an
18 expert opinion, which this client -- this witness has not been
19 designated.

20 THE WITNESS: No, I don't -- I don't believe it impacts
21 the visibility to his property, at least where it's important.

22 BY MR. PEPPERMAN:

23 Q What do you mean by that?

24 MR. OLSEN: Same objection to this line of questioning.

25 THE WITNESS: If he wanted visibility to his property,

EXHIBIT J

20050617-0003561

Fee: \$20.00 RPTT: \$118,521.45
N/C Fee: \$25.00

06/17/2005 14:19:00
T2005011257

Requestor:
NEVADA TITLE COMPANY

Frances Deane PUN
Clark County Recorder Pgs: 7

AFTER RECORDING RETURN TO:
MICHAEL CHAPMAN, ESQ.
9585 Prototype Court, #C
Reno, Nevada 89521

AND SEND TAX NOTICES TO:
FRED NASSIRI
6590 Bermuda Road
Las Vegas, Nevada 89119

LEGAL DESCRIPTION PREPARED BY:
HEIDI A. MIRELES
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
1263 S. STEWART ST.
CARSON CITY, NV 89712

Ptn. of APNs: 177-08-799-011 177-08-899-002, -003, -005, -009, -010 & -011	Project: I-015-1(6)28 E.A. 70090 All of Parcels: I-15-CL-000170 (Old Parcel No. 140) I-15-CL-000171 (Old Parcel No. 141) I-15-CL-000172 (Old Parcel No. 142) I-15-CL-000179 (Old Parcel No. 149) I-15-CL-000180 (Old Parcel No. 150) I-15-CL-000181 (Old Parcel No. 151)
All of APNs 177-08-799-012, -013, -014, -015, -016, & -017 177-08-899-004, -006, -014, & -015	Ptn. of Parcels: I-15-CL-000159 (Old Parcel No. 133) I-15-CL-000160 (Old Parcel No. 41-N) I-15-CL-000161 (Old Parcel No. 134) I-15-CL-000169 (Old Parcel No. 139) I-15-CL-000178 (Old Parcel No. 147)

QUITCLAIM DEED

The STATE OF NEVADA, acting by and through its Department of Transportation ("Grantor"), hereby conveys all of Grantor's right, title, and interest in and to the following described real property to FRED NASSIRI ("Grantee"), a resident of Clark County, Nevada:

See Exhibit "A-1", Legal Description, attached hereto and incorporated herein by this reference (the "Property").

The Property shall have no access in and to Interstate Route 15.

GRANTOR,
THE STATE OF NEVADA
ON RELATION OF ITS DEPARTMENT
OF TRANSPORTATION

Bv

Its: Chief Right-of-Way Agent

Date: June 14, 2005

STATE OF Nevada }
County of Carson } SS

Margaret E. Orsi
Notary Public

GRANTEE,
FRED NASSIRI

Fred Nassiri ^{TT}

Date: 6/15/05

STATE OF }
 }
County of }

On this 15 day of JUNE, 2005, before me a Notary Public personally appeared Fred Nassiri personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he (she or they) executed it.

Tammy J. Wolfe
Notary Public

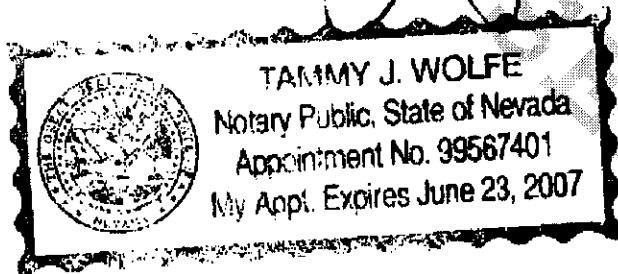


EXHIBIT A – 1: LEGAL DESCRIPTION

Said real property situate, lying and being in the County of Clark, State of Nevada, and more particularly described as being a portion of GOVERNMENT LOTS 30, 31, 32, 33, 35, 38, 39, 40, all of GOVERNMENT LOT 34 and a portion of the E 1/2 of the SE 1/4, all in Section 8, T. 22 S., R. 61 E., M.D.M., and more fully described by metes and bounds as follows, to wit:

COMMENCING at a found R/R Spike with punch mark, located at the intersection of Las Vegas Boulevard and Mesa Verde Lane, accepted as being the south one-sixteenth corner common to said Section 8 and Section 9, T. 22 S., R. 61 E., M.D.M., shown and delineated as a "R/R SPIKE" on that certain RECORD OF SURVEY for CLARK COUNTY, No. 00414, filed for record on June 27, 1997, File 089, Page 0086 of SURVEYS, Official Records Book No. 970627, Clark County, Nevada Records; thence S. 0°13'50" E., along the east line of said Section 8, a distance of 1,322.43 feet, (record N. 0°00'27" E. - 1,322.49 feet per said RECORD OF SURVEY), to a found R/R Spike with punch mark, located at the intersection of Las Vegas Boulevard and Windmill Lane, accepted as being the corner common to Sections 8, 9, 17, and 16, T. 22 S., R. 61 E., M.D.M., shown and delineated as a "R/R SPIKE" on said RECORD OF SURVEY; thence N. 69°42'39" W. a distance of 1,702.09 feet to the POINT OF BEGINNING; said point of beginning described as being on the right or easterly right-of-way line of IR-15, 845.66 feet right of and at right angles to Highway Engineer's Station "LNe" 364+79.89 P.O.T.; thence along said right or easterly right-of-way line the following three (3) courses and distances:

- 1) N. 85°40'00" W. - 300.00 feet;
- 2) from a tangent which bears the last described course, curving to the right with a radius of 260.00 feet, through an angle of 80°26'12", an arc distance of 365.01 feet;
- 3) N. 5°13'48" W. - 984.40 feet to the former right or easterly right-of-way line of said IR-15;

thence along said former right or easterly right-of-way line the following three (3) courses and distances:

- 1) from a tangent which bears S. 30°05'59" E., curving to the left with a radius of 600.00 feet, through an angle of 86°41'24", an arc distance of 907.82 feet;
- 2) N. 63°12'37" E. - 500.00 feet;
- 3) N. 63°05'14" E. - 441.62 feet;

thence S. 29°09'04" E. a distance of 215.92 feet to the former right or easterly right-of-way line of said IR-15; thence along said former right or easterly right-of-way line the following five (5) courses and distances:

- 1) S. 58°42'57" W. - 499.31 feet;
- 2) from a tangent which bears the last described course, curving to the left with a radius of 600.00 feet, through an angle of 36°52'12", an arc distance of 386.10 feet;
- 3) S. 21°50'45" W. - 336.79 feet;
- 4) from a tangent which bears the last described course, curving to the right with a radius of 800.00 feet, through an angle of 30°06'10", an arc distance of 420.31 feet;
- 5) S. 51°56'55" W. - 76.01 feet to the point of beginning;

said parcel contains an area of 24.42 acres (1,063,570 square feet).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, East Zone as determined by the State of Nevada, Department of Transportation.

The above described parcel shall have no access in and to IR-15.

SUBJECT TO any and all existing utilities, whether of record or not.

State of Nevada

Declaration of Value

1. Assessor Parcel Number(s)

a) 177-08-799-011, 177-08-799-012, 177-08-799-013, 177-08-799-014, 177-08-799-015, 177-08-799-016, 177-08-799-017, 177-08-899-002, 177-08-899-003, 177-08-899-004, 177-08-899-005, 177-08-899-006, 177-08-899-009, 177-08-899-010, 177-08-899-011, 177-08-899-014, 177-08-899-015

b) _____
c) _____
d) _____

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY

Document/Instrument #: _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. Total Value/Sales Price of Property

\$23,239,004.50

Deed in Lieu of Foreclosure Only (value of property) _____

Transfer Tax Value:

\$23,239,004.50

Real Property Transfer Tax Due

\$118,521.45

4. If Exemption Claimed:

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

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declare(s) 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, 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: Carla J. Burchard, Escrow Agent

Capacity: GRANTOR/SELLER

Signature: Carla J. Burchard, Escrow Agent

Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: State of Nevada Department of Transportation

Print Name: Fred Nassiri

Address: 1263 South Stewart Street

Address: 6590 Bermuda Road

City/State/Zip: Carson City, NV 89712

City/State/Zip: Las Vegas, NV 89119

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Cont
3561

DEPT095

NV_NASSIRI000393
PA00423

Print Name: Nevada Title Company Esc. #: 05-05-0001-CEB
Address: 2500 N Buffalo, Suite 150
City: Las Vegas State: NV Zip: 89128
(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

ASSESSOR'S COPY

3561

EXHIBIT K

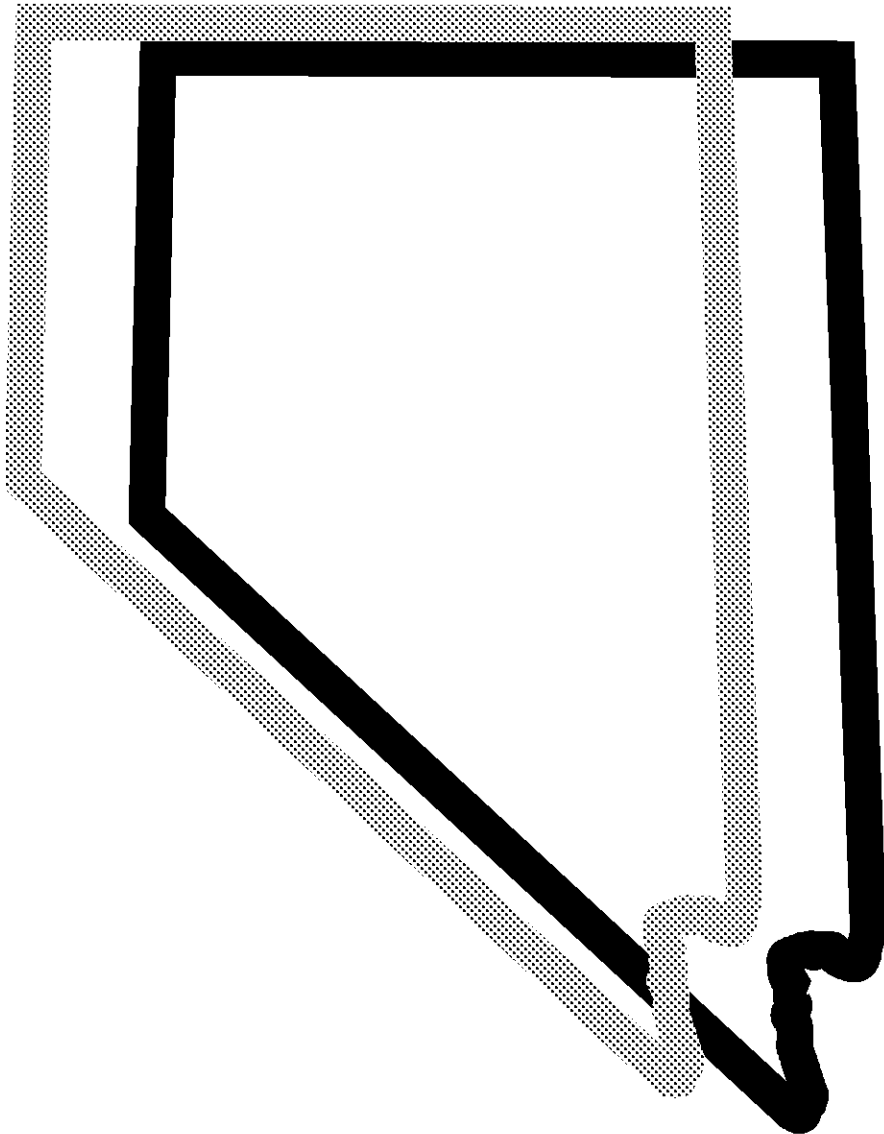
ENVIRONMENTAL ASSESSMENT

FHWA-NV-EA 07.02

EA: 73215

October 2008

*Federal Highway Administration
and
Nevada Department of Transportation
in cooperation with the Bureau of Land Management*



***Interstate 15 South Corridor Improvement
Sloan Road to Tropicana Avenue
Clark County, Nevada***

INTRODUCTION

This Environmental Assessment (EA) has been prepared to comply with the National Environmental Policy Act (NEPA) of 1969 and the environmental regulations and policies of the Federal Highway Administration (FHWA) as the lead federal agency. The Bureau of Land Management (BLM) is a cooperating agency on the EA to include their action related to the transfer of right-of-way (ROW) as outlined in the Memorandum of Understanding between FHWA, BLM, and the Nevada Department of Transportation (NDOT).

The EA evaluates the potential social, economic, and environmental impacts of the proposed action for decision makers, while providing an opportunity for local, state, or other agencies and the general public to provide input or comment through scoping, public information meetings, and a design/location hearing. The magnitude of impacts is evaluated based on the context and intensity of proposed improvements, as defined in the Council on Environmental Quality (CEQ) regulations.

Interstate Highway 15 (I-15) has been designated as a Corridor of the Future by FHWA from San Diego, California, to Salt Lake City, Utah. The I-15 corridor through the states of California, Nevada, Arizona, and Utah is more than 840 miles long with approximately 240 miles crossing through urban areas. The overarching goal of the Corridor of the Future program is to provide a managed corridor for safe travel, sustained traffic flow, and reliable travel times. The proposed Corridor of the Future projects include capacity and operational improvements on the highway and rail portions of the corridor, including an Intelligent Transportation System (ITS) truck parking initiative, interchange reconstruction and modification, and road and bridge preservation.

The proposed improvements to the I-15 South corridor that are evaluated in this EA were initially identified in the 2001 *I-15 Corridor Operational Analysis, I-15 Sloan Road to I-215*². The proposed improvements are also included in the 2006-2030 Regional Transportation Plan (RTP). The proposed project is the latest in a series of improvements within the I-15 corridor. Past improvements include a new interchange on I-15 at Silverado Ranch Boulevard and reconstructing the St. Rose Parkway and Blue Diamond Road interchanges with I-15.

1. PROPOSED ACTION

1.1 Description

NDOT, with FHWA, is proposing to improve 12 miles of the I-15 corridor from Sloan Road to Tropicana Avenue, including Las Vegas Boulevard South between Sloan Road and Sunset Road (see Figure 1). Potential improvements include adding lanes to I-15 and Las Vegas Boulevard South; new service interchanges at Bermuda Road, Starr Avenue, and Cactus Avenue; reconstructing the Sloan Road interchange; modifications to the I-15/Interstate Highway 215 (I-215) system interchange; collector-distributor (C-D) roads (separating traffic entering and exiting the freeway from the mainline); and park-and-ride facilities. I-15 is a six-lane freeway from Sloan Road to Tropicana Avenue. Las Vegas Boulevard South is a two-lane roadway from Silverado Ranch Boulevard to Sloan Road and varies from two lanes to three lanes in each direction north of Silverado Ranch Boulevard.

Improvements proposed for I-15 consist of expanding the freeway to a ten-lane facility (five general purpose lanes in each direction) from Sloan Road to Blue Diamond Road, and a ten-lane facility (five general purpose lanes in each direction) with C-D lanes from Blue Diamond Road to Tropicana Avenue. The I-15 South corridor includes Las Vegas Boulevard South, which would be improved to a six-lane facility (three lanes in each direction) from Sloan Road to Sunset Road, and separated by an open median designated for future use by the Regional Transportation Commission of Southern Nevada's (RTC) Regional Fixed Guideway system. New service interchanges are proposed along I-15 at Bermuda Road, Starr Avenue, and Cactus Avenue; a reconstructed interchange at Sloan Road; a reconstructed overpass at

² JE Sverdrup. 2001. *I-15 Corridor Operational Analysis, I-15 Sloan Road to I-215*.

Warm Springs Road;³ and new overpasses at Pebble Road and Sunset Road. Improvements would be made to the Blue Diamond Road (SR 160) interchange and the I-15/I-215 Beltway system interchange. A park-and-ride lot is proposed in the southwest quadrant of Las Vegas Boulevard and St. Rose Parkway. Transportation System Management (TSM) measures, including dynamic message signs and ramp metering to improve traffic operations, would also be incorporated.

1.2 Purpose and Need

The purpose of the project is to alleviate existing and projected congestion, serve proposed growth in the corridor by improving local circulation and access, and accommodate regional and local transportation demand to ensure that I-15 operates as an efficient interstate transportation facility. Fourteen (14) new hotel/casino projects are proposed within the study corridor, along with new high-density residential/retail projects. These hotel/casino projects will generate new employment (more than 300,000 jobs) and traffic concentrated at or near the proposed interchanges (see Figure 2a). In 2005, the City of Henderson housed 246,000 residents, and the Enterprise Planning Area housed 84,000 residents for a total of 330,000 residents. By 2030, the City of Henderson is expected to house 507,000 residents, and the Enterprise Planning Area is expected to house 334,000 residents, for a total of 841,000 residents.⁴ Based on these growth estimates, the populations in areas served by the I-15 South corridor are predicted to increase by more than 1.5 times the current level by 2030. This growth is expected to cause increased traffic congestion on the I-15 South facility (see Figure 2b).

The residents and businesses along the southern portion of the corridor have three access points to I-15 over a 6-mile stretch of the freeway; these are located at St. Rose Parkway, Silverado Ranch Boulevard, and Blue Diamond Road. The proposed new service interchanges would provide additional local access to the freeway, thereby reducing congestion at the overloaded interchanges, most notably at Blue Diamond Road. The proposed interchanges are included in the RTC 2006-2030 RTP⁵ (see Figure 3).

At the southern end of the corridor, just south of Sloan Road, two-way average daily traffic (ADT) volumes on I-15 are forecast to rise from 42,000 vehicles in 2002/2003 to 158,000 by 2030. The projected increased traffic volumes include vehicles traveling to and from the proposed Southern Nevada Supplemental Airport (formerly the Ivanpah Valley International Airport), which is under separate environmental review by the Federal Aviation Administration (FAA) and BLM. The Southern Nevada Supplemental Airport is proposed to be located 20 miles south of Las Vegas between Jean and Primm. While the proposed airport would increase traffic volumes if approved, that traffic is not anticipated to contribute to peak-hour congestion in the I-15 South corridor. At the north end of the corridor, just north of Tropicana Avenue, ADT volumes are forecast to rise from 223,000 in 2002/2003 to 535,000 in 2030.⁶

Traffic operating conditions are described and compared using Level of Service (LOS) values. LOS values are designated from A to F, with LOS A representing the best operating conditions and LOS F representing the worst (see Figure 4).

Table 1 shows peak-hour LOS for the I-15 mainline from Sloan Road to Tropicana Avenue. Depicted are the existing condition and the future No Build and Build Alternatives. The information in Table 1 indicates that future traffic conditions on the freeway will be worse if capacity and added access improvements are not made to I-15. During the AM peak period, the northbound (NB) direction of I-15, between I-215 and Tropicana Avenue, operates at a worse LOS than the southbound (SB) direction. The

³ Reconstruction of the Warm Springs Road overpass was previously studied and approved in the SR 160 EA and would be constructed as part of this project (FHWA and NDOT, 2004. *Environmental Assessment for SR 160 Widening & I-15 Interchange Improvements, I-15 to Rainbow Boulevard, Clark County, Nevada*. FHWA-NV-EA 04.03. April).

⁴ Parsons. 2007. *I-15 South Traffic Report*. January.

⁵ RTC. 2006. *Final Draft, Regional Transportation Plan, FY 2006-2030*.

⁶ Parsons. 2007. *I-15 South Traffic Report*. January.

NB I-15 PM peak-period operation is worse than the AM peak period, even though the mainline volumes in the AM are higher.⁷ This difference is attributed to higher volumes of traffic entering the freeway from the Russell Road and Tropicana Avenue NB on-ramps. Under the Build Alternative, two more lanes of vehicle traffic are continuing north of Tropicana Avenue. This additional traffic, coupled with the complex weaving and merging from the Tropicana Avenue NB on-ramps, results in LOS F north of the project limits. However, this would be resolved by a future project to add capacity on I-15 from Tropicana Avenue to Sahara Avenue (widen from 6 to 14 lanes), as identified in the 2006-2030 RTP.

Table 1
I-15 South Corridor Mainline Peak-Hour Traffic Operations Analysis

Freeway Segment	2005		2030 No Build Alternative		2030 Build Alternative	
	AM Peak	PM Peak	AM Peak	PM Peak	AM Peak	PM Peak
I-15 Northbound Mainline						
I-15 NB south end of the network to Sloan Road off-ramp	A	A	C	D	B	B
Sloan Road off-ramp to Sloan Road on-ramp	A	A	C	D	B	B
St. Rose Parkway off-ramp to St. Rose Parkway on-ramp	A	A	C	C	B	C
Blue Diamond Road off-ramp to Blue Diamond Road on-ramp	A	A	F	D	F	C
Blue Diamond Road on-ramp to I-215 off-ramp	A	A	F	D	D	C
I-215 WB on-ramp to Russell Road off-ramp	D	C	E	E	D	C
Russell Road on-ramp to Tropicana Avenue off-ramp	C	F	D	C	D	C
Tropicana Avenue on-ramp to Flamingo Road off-ramp	C	F	C	C	F	D
I-15 Southbound Mainline						
Flamingo Road on-ramp to Tropicana Avenue off-ramp	D	D	F	F	E	F
Tropicana Avenue on-ramp to Russell Road off-ramp	C	D	F	F	D	E
Russell Road on-ramp to I-215 off-ramp	C	C	F	F	C	D
I-215 WB on-ramp to I-215 EB on-ramp	A	B	C	C	C	E
I-215 EB on-ramp to Blue Diamond Road off-ramp	A	A	D	D	C	D
Blue Diamond Road off-ramp to Blue Diamond Road on-ramp	A	A	C	C	C	D
St. Rose Parkway off-ramp to St. Rose Parkway on-ramp	A	A	B	B	B	B
Sloan Road off-ramp to Sloan Road on-ramp	A	A	B	B	A	A
Sloan Road on-ramp to I-15 SB south end of the network	A	A	B	B	A	B

EB Eastbound; WB Westbound

The No Build Alternative would result in LOS F operation in the NB direction during the AM peak hour from south of Blue Diamond Road (see Table 1). Southbound, LOS F conditions would be prevalent from north of Tropicana Avenue to I-215 (AM and PM).

As shown in Table 1, In the SB direction, the proposed improvements would allow mainline traffic to operate at LOS D or better during the AM peak period. During the PM peak period, the NB freeway mainline sections would operate at LOS D or better. In the SB direction, which is the peak direction of afternoon travel, freeway mainline segments from the Flamingo Road on-ramp to the Russell Road off-ramp would operate at LOS E. This condition results from a series of conflicts that include high traffic demand on the mainline, on-/off-ramps, and weaving. Although the peak-hour speeds in this section of

⁷ Ibid.

the freeway are expected to be as low as 35 miles per hour, traffic analysis shows that the mainline improvements would carry traffic at acceptable levels of service to the downstream segments.⁸

Table 2 compares 2030 peak-hour Build and No Build LOS for interchanges along the I-15 corridor from Sloan Road to Tropicana Avenue. The proposed interchanges south of Blue Diamond Road provide alternate access points between I-15 and the southern Las Vegas Valley, relieving congestion on the existing interchanges in this section of the corridor. As the southern Valley continues to develop, particularly with construction of the master-planned communities of Mountains Edge and Inspirada, travel demand on I-15 South will increase and require more connectivity between I-15 and major arterials. According to Table 2, the addition of interchanges at Bermuda Road, Starr Avenue, Cactus Avenue, and the Pebble Road overpass would more evenly distribute traffic, resulting in higher LOS at the existing interchanges. The interchanges at Sloan Road, St. Rose Parkway, Silverado Ranch Boulevard, and Blue Diamond Road would not be able to meet the demand in the area or provide acceptable peak-hour LOS; they would operate at or over capacity.

Table 2
I-15 South Corridor Intersection Level of Service

Location	2030 No Build Alternative		2030 Build Alternative	
	AM Peak	PM Peak	AM Peak	PM Peak
Sloan Road and I-15	C	F	C	B
Sloan Road and Las Vegas Boulevard South	C	F	C	C
Bermuda Road and I-15	--	--	C	B
Bermuda Road and Las Vegas Boulevard South	--	--	C	C
St. Rose Parkway and I-15	C	E	C	C
St. Rose Parkway and Las Vegas Boulevard South	F	F	C	C
Starr Avenue and I-15	--	--	C	C
Starr Avenue and Las Vegas Boulevard South	--	--	C	C
Cactus Avenue and I-15	--	--	D	D
Cactus Avenue and Las Vegas Boulevard South	--	--	C	D
Silverado Ranch Boulevard and I-15	C	C	B	B
Silverado Ranch Boulevard and Las Vegas Boulevard South	D	E	D	E
Pebble Road and Dean Martin Drive	--	--	C	D
Pebble Road and Las Vegas Boulevard South	--	--	C	D
Blue Diamond Road and I-15	F	E	B	D
Blue Diamond Road and Las Vegas Boulevard South	F	F	D	F
Russell Road and I-15	D	F	D	D
Russell Road and Frank Sinatra Drive	C	E	C	C
Tropicana Avenue and I-15	D	F	D	E
Tropicana Avenue and Las Vegas Boulevard South	C	F	E	F

⁸ Ibid.

While the Build Alternative proposes interchanges south of Blue Diamond Road, no new interchanges are proposed north of Blue Diamond Road. Providing the southern interchanges is possible because there are few access points south of Blue Diamond Road with several miles of spacing between them, whereas space constraints north of Blue Diamond Road vary between 1.5 miles and 1-mile between the existing interchanges. Improvements to the I-15 mainline, including C-D ramps that separate weaving traffic between interchanges from the mainline, and the inclusion of directional ramps are proposed to improve operations north of Blue Diamond Road. These interchanges would operate at an improved LOS, most noticeably in the PM peak hour, where Russell Road at I-15 and Frank Sinatra Drive would improve from failing LOS with the No Build condition to acceptable LOS with the Build Alternative; Tropicana Avenue would improve from a failing LOS to meeting the capacity needs of the interchange.

According to data provided by the NDOT Safety Division, during the 3-year period from October 1, 2000, to October 1, 2003, 1,030 crashes were reported along I-15 from Sloan Road to Tropicana Avenue. Rear-end collisions accounted for 506 (49 percent) of these crashes, and 159 (15 percent) were sideswipe collisions. Additionally, 210 (20 percent) of the crashes on I-15 were vehicles that ran off the roadway.

Along Las Vegas Boulevard South from Sloan Road to Sunset Road, 443 crashes occurred during this same time period. Rear-end collisions accounted for 225 (51 percent) of these crashes, and 79 (18 percent) were angle collisions. Sideswipe collisions accounted for 51 (12 percent) of the crashes along Las Vegas Boulevard South, and 37 (8 percent) were associated with left-turn movements.

Rear-end collisions and sideswipe collisions are associated with congested roadways where heavy merging and diverging movements occur. The proposed improvements to the I-15 corridor would reduce collisions by redistributing merging and diverging operations to new interchanges and reducing congestion at overloaded interchanges.

1.3 Alternatives

As part of the I-15 South Corridor Improvements project development process, the Technical Advisory Committee (TAC) developed and evaluated a range of potential alternatives. The TAC was comprised of representatives from NDOT, FHWA, BLM, RTC, Clark County Public Works, Clark County Department of Aviation, and City of Henderson. While some of the improvement concepts were eliminated entirely, several of the concepts considered were eliminated as stand-alone solutions for the I-15 South Corridor, but they are incorporated into the Build Alternative (TSM and Alternate Routes) or accommodated by the Build Alternative (Transit) as described in the following section. Potential project alternatives being considered include the No Action (No Build Alternative) and the Preferred (Build) Alternative, which would provide physical improvements. High-occupancy vehicle (HOV) lanes and transit were not studied as alternatives because they are being considered as part of a system-wide plan, as described in Section 2.9.3, Local Transportation Development Projects. The Build Alternative would not preclude implementation of HOV lanes⁹ and would accommodate transit improvements within the project corridor.

1.3.1 Alternatives Considered but Eliminated

Freeway Improvement

The I-15 mainline freeway is three lanes in each direction from Sloan Road to Blue Diamond Road. There are no auxiliary lanes between the interchanges in this section. Auxiliary lanes facilitate movements of vehicles entering and exiting the freeway. The I-15 freeway is three lanes in each direction plus auxiliary lanes between Blue Diamond Road and I-215, and four lanes in each direction plus auxiliary lanes from I-215 to Tropicana Avenue. More vehicles enter the I-15 freeway at the interchanges from Blue Diamond Road to Tropicana Avenue compared to the interchanges south of Blue Diamond Road. Because of the higher traffic volumes entering the freeway north of Blue Diamond Road, different types of

⁹ Parsons, 2007. *Southern Nevada High-Occupancy Vehicle Plan*.

lanes was not deemed cost effective, and future bus rapid transit service will run in shared lanes in this segment, as determined by RTC as part of their Regional Fixed Guideway system.

1.3.2 No Build Alternative

The No Build Alternative would maintain the I-15 project segment of three general purpose lanes in each direction between Sloan Road and Tropicana Avenue. Interchanges and overpasses at Sloan Road, St. Rose Parkway, Blue Diamond Road, Warm Springs Road, Las Vegas Beltway, Russell Road, and Tropicana Avenue would remain; new interchanges and overpasses would not be constructed. Las Vegas Boulevard South would remain as a two-lane roadway in each direction from Sloan Road to Silverado Ranch Boulevard, and it would vary from a two-lane to three-lane roadway in each direction from Silverado Ranch Boulevard to Sunset Road. The No Build Alternative would not preclude the installation of new noise attenuation structures (soundwalls) along the highway segment. Additionally, independent projects planned in the corridor would be constructed (i.e., Frank Sinatra Drive). Figures 5 and 6 display the No Build cross sections.

1.3.3 Build Alternative

The improvements proposed for I-15 consist of expanding the freeway to a ten-lane facility (five general purpose lanes in each direction) from Sloan Road to Blue Diamond Road, and a ten-lane facility (five general purpose lanes in each direction) with C-D lanes from Blue Diamond Road to Tropicana Avenue (see Figure 7). Las Vegas Boulevard South would be improved to a six-lane facility (three lanes in each direction) from Sloan Road to Sunset Road, and it would be separated by an open median designated for future use by RTCs Regional Fixed Guideway system (see Figure 8). New service interchanges are proposed along I-15 at, Bermuda Road, Starr Avenue, and Cactus Avenue; a reconstructed interchange at Sloan Road; a reconstructed overpass at Warm Springs Road; and new overpasses at Pebble Road and Sunset Road (see Figure 9). Improvements would be made to the Blue Diamond Road (SR-160) interchange and the I-15/I-215 Beltway system interchange. A park-and-ride lot is proposed in the southwest quadrant of Las Vegas Boulevard and St. Rose Parkway. TSM measures, including dynamic message signs and ramp metering to improve traffic operations, would also be incorporated. Figures 10a-10i display the general plan of the proposed improvements for the I-15 corridor.

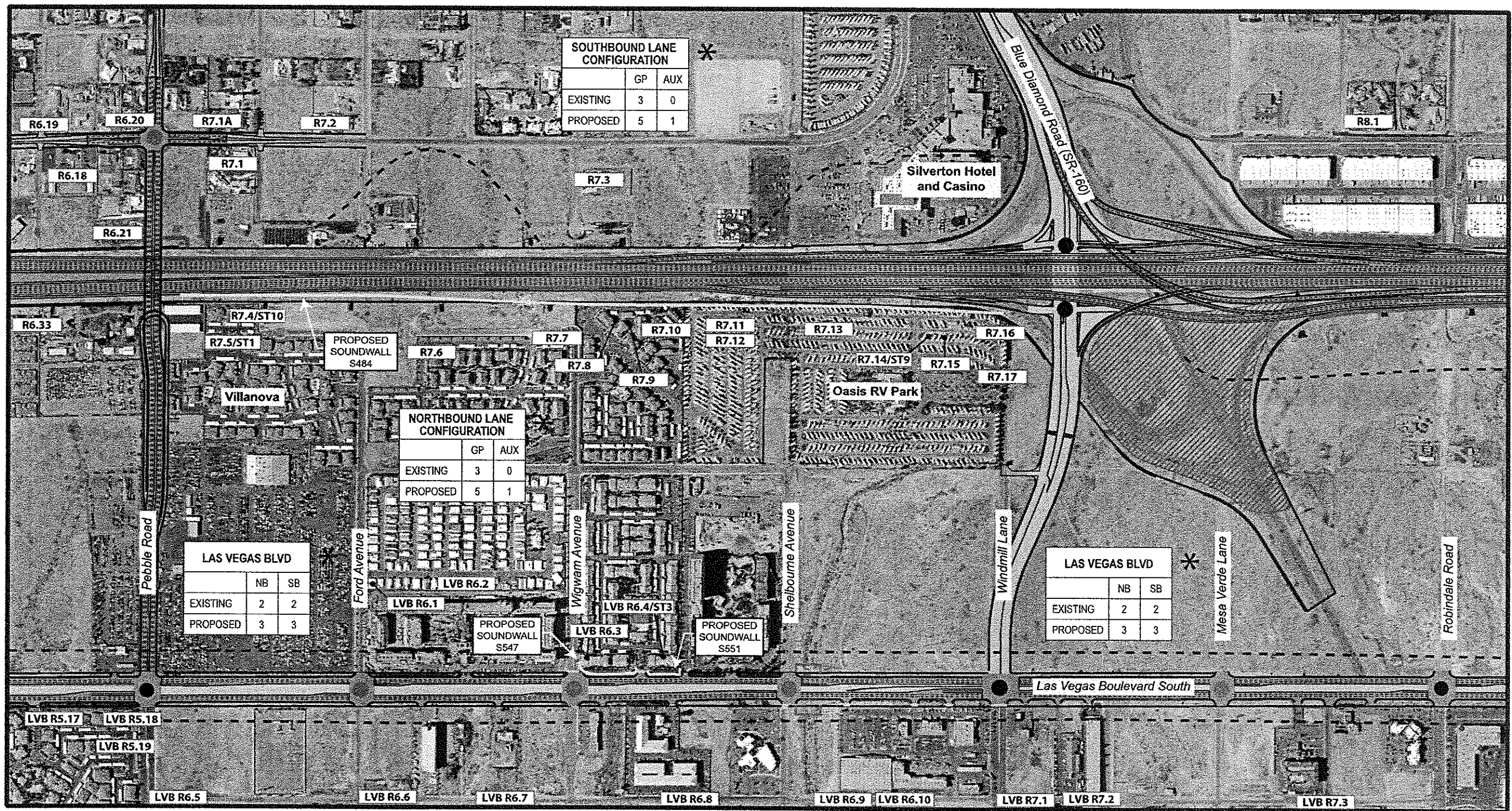
I-15 Freeway

Between Sloan Road and Blue Diamond Road, the three-lane (in each direction) mainline freeway would be widened to provide five general purpose lanes in each direction plus auxiliary lanes from Sloan Road to Blue Diamond Road in the NB and SB directions (see Figures 10a through 10f). From Blue Diamond Road to Tropicana Avenue, I-15 would be widened to provide five general purpose lanes and two C-D ramp lanes in each direction, plus auxiliary lanes from Blue Diamond Road to Tropicana Avenue in the NB and SB directions (see Figures 10f through 10i). The existing Union Pacific Railroad (UPRR) crossing would be reconstructed within railroad ROW to accommodate the NB and SB C-D ramp lanes. A flyover ramp would be added to accommodate eastbound (EB) Blue Diamond Road traffic destined for NB I-15.

Las Vegas Boulevard South

The two-lane Las Vegas Boulevard South section between Sloan Road and Windmill Lane would be widened to three lanes in each direction separated by an open median. (see Figure 8). Between Windmill Lane and George Crockett Road, the SB and NB roadway would be widened to provide a three-lane roadway in each direction. Near I-215 and north to Sunset Road, Las Vegas Boulevard South would be widened on the outside to provide a third lane in each direction.

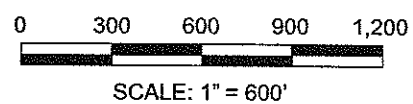
The Build Alternative would accommodate RTCs proposed Regional Fixed Guideway system. The system is being planned to utilize the open median in Las Vegas Boulevard South from St. Rose Parkway to Sunset Road. The 33-mile valley-wide system would link the cities of Henderson, Las Vegas, North



LEGEND

- Existing Right-of-Way
- Proposed Right-of-Way
- Construction Staging Area
- 66 dBA Noise Contour
- Pavement
- Transition to Existing
- Ongoing Projects by Others

- R1.1** Noise Sensitive Receptor
- Proposed Sound Wall
- Existing Traffic Signal
- Proposed Traffic Signal



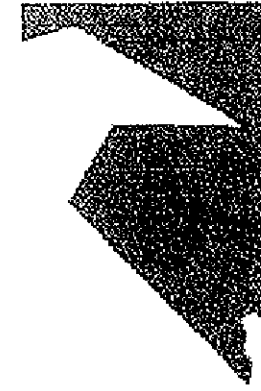
I-15 SOUTH CORRIDOR IMPROVEMENTS
ENVIRONMENTAL ASSESSMENT
BUILD ALTERNATIVE
FIGURE 10f

* Data as of 2008, March
Nassiri000353

EXHIBIT L

I-15 SOUTH CORRIDOR

From Blue Diamond Road
To Tropicana Avenue



I-15 SOUTH BLUE DIAMOND ROAD TO TROPICANA AVENUE DESIGN-BUILD PROJECT

REQUEST FOR FINAL PROPOSALS

DESIGN-BUILD CONTRACT DOCUMENTS

PART 1 CONTRACT



Nevada Department of Transportation

1.23	Access to Records	7
1.24	Cost and Pricing Data.....	7
1.25	Extension of Retention Period	8
1.26	Public Records Law	8
1.27	Subcontracts	8
ARTICLE VII FEDERAL PROVISIONS		8
1.28	Federal Requirements	8
1.29	DBE Program	9
1.30	Additional Requirements	9
ARTICLE VIII.....INDEMNITY; LIABILITY LIMITATIONS		9
1.31	Indemnity.....	9
1.32	Liability Limitations	10
ARTICLE IXNOTICES; DELEGATION OF AUTHORITY.....		10
1.33	Notices	10
1.34	Delivery	10
1.35	Project Correspondence	11
1.36	Delegation of Authority	11
ARTICLE X MISCELLANEOUS PROVISIONS.....		11
1.37	Independent Contractor.....	11
1.38	Responsibility for Employees.....	11
1.39	Use of Department Personnel	12
1.40	Insurance	12
1.41	Responsibility for Accuracy of Data; Warranties	12
1.42	Ownership of Property	12
1.43	Assignment.....	13
1.44	Successors and Assigns	13
1.45	Disputes.....	13
1.46	No Prior Breach	13
1.47	No Broker	13
1.48	Tax Identification Number.....	13
1.49	Remedies Not Exclusive.....	14

Nevada Department of Transportation

1.50	Authority to Execute.....	14
1.51	Severability	14
1.52	Governing Law.....	14
1.53	Entire Agreement	14

This page intentionally left blank.

TABLE OF CONTENTS

ARTICLE I	CONTRACT DOCUMENTS AND INTERPRETATION	2
1.1	Certain Definitions.....	2
1.2	Contract Documents	2
1.3	Bonds	3
1.4	Contract Interpretation	3
ARTICLE II	SCOPE OF SERVICES AND PERFORMANCE.....	4
1.5	Scope of Services	4
1.6	Personnel.....	4
1.7	Licenses	4
1.8	Control of Work	4
1.9	Self-Performance.....	4
1.10	Subcontracts	4
1.11	Correction of Errors	5
1.12	Performance in Accordance with Intent of Contract	5
1.13	Modifications	5
ARTICLE III	SCHEDULE	5
1.14	Notice To Proceed.....	5
1.15	Substantial Completion Date	5
1.16	Time of Essence	5
1.17	Liquidated Damages	6
ARTICLE IV	COMPENSATION	6
1.18	Compensation	6
1.19	Payments	6
1.20	Withholding	6
1.21	Final Payment.....	7
1.22	Appropriation of Funds; Termination and Default	7
ARTICLE V	LABOR COMPLIANCE.....	7
ARTICLE VI	RECORDS.....	7

Nevada Department of Transportation

Contract Number 3366 DB

DESIGN-BUILD CONTRACT

This Contract, made and entered into this 10th day of September, 2009, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT and Las Vegas Paving Corp., 4420 S. Decatur Blvd. Las Vegas, NV 89103, hereinafter called the DESIGN-BUILDER.

WITNESSETH:

WHEREAS, the DEPARTMENT desires to undertake improvement of the I-15 corridor in Las Vegas, Nevada, from the Blue Diamond Road Interchange to Tropicana Avenue Interchange (such roadway and alignment, including its interchanges with other highways and roads, bridges and other facilities, as more specifically described in Appendix A hereto (the "Project"), for the purpose of improving safety and to reduce future congestion throughout the area as a result of growth in the Las Vegas Valley;

WHEREAS, Nevada Revised Statutes (NRS) sections 408.3875 to 408.3887, inclusive, set forth the conditions under which the DEPARTMENT may use the design-build delivery methodology for its projects;

WHEREAS, at a public meeting held on September 16, 2008, the State Transportation Board made the determinations required by NRS 408.388 allowing use of the design-build delivery methodology for the Project;

WHEREAS, in accordance with NRS 408.3883, the DEPARTMENT advertised in a newspaper of general circulation for preliminary proposals for the design and construction of the Project, and issued a request for preliminary proposals;

WHEREAS, the DEPARTMENT received preliminary proposals in response to said request and selected at least three but not more than five finalists from among the firms that submitted preliminary proposals, after having determined that these finalists met the requirements set forth in NRS 408.3884 and 408.3885;

WHEREAS, in accordance with NRS 408.3886, the DEPARTMENT provided to each finalist a request for final proposals for the Project which set forth the factors the DEPARTMENT used to select the DESIGN-BUILDER to design and construct the Project, including the relative weight assigned to each factor; and set forth the date by which final proposals were to be submitted to the DEPARTMENT;

WHEREAS, in accordance with NRS 408.3886(2), the DEPARTMENT assigned a relative weight of at least 30 percent to the proposed cost of design and construction, and due to use of federal funding for the Project the DEPARTMENT assigned no weight to possession of a

Nevada Department of Transportation

certificate of eligibility to receive a preference in bidding on public works;

WHEREAS, the DESIGN-BUILDER was one of the finalists and timely submitted a responsive proposal;

WHEREAS, the DEPARTMENT determined that the DESIGN-BUILDER's proposal was the most cost-effective proposal submitted, based on evaluation of the factors set forth in the request for final proposals;

WHEREAS, in accordance with NRS 408.3886(6), the State Transportation Board reviewed and ratified the selection of the DESIGN-BUILDER at a public meeting held on August 26, 2009;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

ARTICLE I CONTRACT DOCUMENTS AND INTERPRETATION

Certain Definitions. Refer to Part 2, Design-Build (DB) Section 101 for the meaning of various terms used in the Contract Documents.

Contract Documents. The Contract Documents are initially comprised of ten Parts, as follows:

Part 1: This executed Contract, including the attachments and appendices hereto, together with the foregoing recitals;

Part 2: DB Sections 101 through 115;

Part 3: Design Requirements;

Part 4: Performance Specifications;

Part 5: Special Provisions;

Part 6: Third Party Requirements;

Part 7: RFFP Plans;

Part 8: Engineering Data;

Part 9: Construction Specifications; and

Part 10: Portions of the Design-Builder's Proposal.

Nevada Department of Transportation

Part 10, Appendix A – Supplemental Information to Design-Builder's Proposal

Part 10, Appendix B – Transcript from Discussions with Design-Builder

Part 10, Appendix C – Clarifications to Design Builder's Proposal

The Contract Documents also include any supplemental agreements, amendments, Change Orders and Contract Modifications. The Contract Documents shall be deemed to include all provisions required by law to be inserted in the Contract, whether actually inserted or not.

The order of precedence of the Contract Documents shall be as set forth in Part 2, DB Section 102-3, provided that the federal clauses (Appendix B hereto) shall have precedence over all other Contract Documents.

Bonds. The DESIGN-BUILDER has furnished and shall maintain in effect Performance and Labor and Material Bonds as described in Part 2, DB Section 103.

Contract Interpretation. In the Contract Documents, where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; words such as "herein," "hereof" and "hereunder" shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined herein which have well-known technical or construction industry meanings, are used in accordance with such recognized meanings; references to Persons include their respective permitted successors and assigns and, in the case of Governmental Persons, Persons succeeding to their respective functions and capacities; and words of any gender used herein shall include each other gender where appropriate. Unless otherwise specified, lists contained in the Contract Documents defining the Project or the Work shall not be deemed all-inclusive. The DESIGN-BUILDER acknowledges and agrees that it had the opportunity and obligation, prior to submission of its Proposal, to review the terms and conditions of the Contract Documents and to bring to the attention of the DEPARTMENT any conflicts or ambiguities contained therein. The DESIGN-BUILDER further acknowledges and agrees that it has independently reviewed the Contract Documents with legal counsel, and that it has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract Documents. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of the Contract Documents, they shall not be interpreted or construed against the Person which prepared them, and instead other rules of interpretation and construction shall be used. The DEPARTMENT's final answers to the questions posed during the Proposal process for the Contract shall in no event be deemed part of the Contract Documents and shall not be relevant in interpreting the Contract Documents except as they may clarify provisions otherwise considered ambiguous.

ARTICLE II
SCOPE OF SERVICES AND PERFORMANCE

Scope of Services. The DESIGN-BUILDER agrees to furnish all labor, materials, services, equipment, and tools (excluding only those items and services which the Contract Documents specify will be undertaken by the DEPARTMENT or third parties) (a) to design and construct the Project and maintain it during construction in accordance with the requirements of the Contract Documents and applicable law so as to achieve Substantial Completion by the Substantial Completion Date specified herein and to achieve Final Acceptance as specified herein, and (b) otherwise to do everything required by and in accordance with the Contract Documents.

Personnel. The DESIGN-BUILDER shall assign one individual throughout the life of this Contract who shall have overall Project responsibility unless illness or termination should require replacement. The DESIGN-BUILDER agrees to furnish qualified and sufficient personnel to perform all services as required under this Contract. See also Part 2, DB Section 108.

Licenses. The DESIGN-BUILDER warrants that it has a valid business license. Any services to be performed under this Contract requiring licensure or registration under Nevada law shall be performed by a professional licensed or registered in accordance with such laws.

Control of Work. The DESIGN-BUILDER shall at all times maintain control over and have complete responsibility for all services performed by the DESIGN-BUILDER and any Subcontractor under this Contract.

Self-Performance. In accordance with NRS 408.3886(8)(b), the member of the DESIGN-BUILDER's team identified as the prime construction contractor in the proposal shall perform at least 30 percent of the construction Work with its own organization. The term "its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and Equipment owned or rented by the prime contractor, with or without operators. Such term does not include Employees or Equipment of a Subcontractor, assignee, or agent of the prime contractor.

Subcontracts. The DESIGN-BUILDER shall not subcontract any of the Work performed under this Contract without the prior written approval of the DEPARTMENT. Should the DESIGN-BUILDER subcontract any Work under this Contract, it is the DESIGN-BUILDER's responsibility to ensure that the Subcontractor is in compliance with all provisions of 48 CFR Chapter 1, Part 31. Should the DESIGN-BUILDER fail to ensure that Subcontractors comply with 48 CFR Chapter 1, Part 31, then the DESIGN-BUILDER shall be responsible for any costs or deficiencies resulting from such non-compliance. Any attempted assignment of rights or

Nevada Department of Transportation

delegation of duties under this Contract, without the prior written consent of the DEPARTMENT, shall be void.

Correction of Errors. The DESIGN-BUILDER shall make all necessary revisions or corrections resulting from errors and omissions on the part of the DESIGN-BUILDER without additional compensation. Acceptance of the work by the DEPARTMENT will not relieve the DESIGN-BUILDER of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities. Should the DEPARTMENT use its own personnel, supplies or equipment to remedy the deficiency, such costs will be deducted from the sum due the DESIGN-BUILDER at the time of the next invoice.

Performance in Accordance with Intent of Contract. The Work identified in the Contract Documents shall be performed in accordance with the true intent and meaning of the Contract Documents without any further expense of any nature whatsoever to the DEPARTMENT other than the consideration named in this Contract.

Modifications. The DEPARTMENT reserves the right, at any time during the progress of the Work, to alter the scope of Work, or omit any portion of the Work as it may deem reasonably necessary for the public interest, subject to the obligation to adjust compensation and time for performance in accordance with the Contract Documents, without constituting grounds for any claim by the DESIGN-BUILDER for damages or for loss of anticipated profits.

ARTICLE III SCHEDULE

Notice To Proceed. Delivery of a fully executed copy of this Contract to the DESIGN-BUILDER shall constitute the written Notice to Proceed (NTP) with the Work from the DEPARTMENT. The DESIGN-BUILDER shall commence Work promptly upon receipt of the NTP and thereafter diligently prosecute the Work to achieve Substantial Completion and Final Acceptance as specified. The DESIGN-BUILDER shall notify the DEPARTMENT in writing of the exact date of commencement. The DESIGN-BUILDER acknowledges that any Work performed prior to receipt of the NTP is at the DESIGN-BUILDER's risk and that no payment will be owing hereunder unless and until the NTP is issued.

Substantial Completion Date. The Substantial Completion Date is December 31, 2011. Except as otherwise specifically provided in the Contract Documents, the DEPARTMENT shall have no obligation to extend the Substantial Completion Date and the DESIGN-BUILDER shall not be relieved of its obligation to achieve Substantial Completion by the Substantial Completion Date for any reason.

Time of Essence. Time is of the essence of this Contract, and it is important that the Work be pursued vigorously to completion. The public is subject to detriment and inconvenience when

full use of infrastructure cannot be made because the Project has not been completed.

Liquidated Damages. If the DESIGN-BUILDER fails to achieve Substantial Completion by the deadline specified herein, the DESIGN-BUILDER agrees to pay a Liquidated Damages charge of \$10,000.00 per day. If the DESIGN-BUILDER fails to perform any of the other items of Work described in Part 5, Special Provision 108C, the DESIGN-BUILDER agrees to pay the applicable Liquidated Damages charge specified in Part 5, Special Provision 108C.

The DESIGN-BUILDER agrees that the DEPARTMENT may withhold additional payments under the Contract or attach the DESIGN-BUILDER's Performance Bond to cover the Liquidated Damages set forth above. Liquidated Damages shall continue until Substantial Completion is achieved. These Liquidated Damages are not intended as a penalty. Damages are difficult to ascertain as of the date hereof, and the parties agree that the amount specified above is a reasonable estimate of presumed actual damages.

ARTICLE IV COMPENSATION

1.18 Compensation. As full compensation for the Work, the DEPARTMENT will pay the DESIGN-BUILDER a total Contract Price not to exceed Two Hundred Forty-Six Million Five Hundred Thousand and No/100 Dollars (\$246,500,000.00), which includes Seven Million Two Hundred Thousand and No/100 Dollars (\$7,200,000.00) for landscaping and aesthetics.

The Contract Price is subject to adjustment from time to time by Contract Change Order or Amendment in accordance with the Contract Documents.

The Contract Price includes payment of any taxes, duties, permit and other fees and/or royalties imposed with respect to the Work and any equipment, materials, labor or services included therein. Real property and personal property taxes are the responsibility of the DESIGN-BUILDER in accordance with NRS 361.157 and 361.159. The DESIGN-BUILDER agrees to be responsible for payment of any such government obligations not paid by any Subcontractor during performance of this Contract. The DEPARTMENT may set-off against consideration due any delinquent government obligation.

1.19 Payments. The Contract Price is payable following receipt of periodic payment requests based on Price Center Values for completed Work as described in Part 2, DB Section 109. The DEPARTMENT will pay to the DESIGN-BUILDER the monies due as provided in NRS 408.317 and 408.383.

1.20 Withholding. In addition to other withholdings allowed under the Contract Documents, in the event that the DESIGN-BUILDER fails to comply with any lawful or proper direction concerning the Work given by the DEPARTMENT, the DESIGN-BUILDER shall not be entitled to have any periodic payment made for the Price Center under which the non-

set by law or regulation, the DEPARTMENT, FHWA and their representatives have the right to examine all books, records, documents and other data of the DESIGN-BUILDER related to the negotiation of or performance of Work under such Change Orders for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted. The right of examination shall extend to all documents deemed necessary by such Persons to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

1.25 Extension of Retention Period. The retention period for books and records shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

1.26 Public Records Law. Pursuant to NRS 239.010, information or documents received from the DESIGN-BUILDER may be open to public inspection and copying. The DEPARTMENT will have the duty to disclose this information or these documents unless a particular record is made confidential by law or a common law balancing of interests. The DESIGN-BUILDER may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333 or as "financial information" or "proprietary information" in accordance with NRS 408.3886, provided that the DESIGN-BUILDER thereby agrees to indemnify and defend the DEPARTMENT for honoring such a designation. The failure to so label any document that is released by the DEPARTMENT shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

1.27 Subcontracts. All Subcontracts shall reflect the requirements of this Article.

ARTICLE VII FEDERAL PROVISIONS

1.28 Federal Requirements. The Work to be performed under this Contract will be financed in part with federal funds and is therefore subject to federal statutes, rules and regulations applicable to work financed with federal funds, including the federal requirements set forth in Appendix B hereto. In the event of any conflict between any applicable federal requirements and the other requirements of the Contract Documents, the federal requirements shall prevail, take precedence and be in force over and against any such conflicting provisions, but only to the extent of the conflict.

The Design-Builder and subcontractors shall submit monthly reports detailing the number of newly hired employees and the number of existing employees. This information shall include the number of employees (subtotal by new-hire and existing), the total hours for employees (subtotal by new-hire and existing), and the total wages for employees (subtotal by new-hire and existing). The format for reporting the information will be provided by the Department. Failure

Nevada Department of Transportation

to submit the required employee information may result in withholding of the progress payment.

1.29 DBE Program. The DESIGN-BUILDER agrees to use its best efforts to carry out the DEPARTMENT's Disadvantaged Business Enterprise (DBE) Program to maximize the use of DBEs, as required by the United States Department of Transportation's DBE regulations applicable to all Federal-aid contracts. The DEPARTMENT's program for this Contract is race neutral, but the DESIGN-BUILDER is nevertheless obligated to undertake good faith efforts to utilize DBEs for Work under this Contract

1.30 Additional Requirements. In addition to the representations set forth in Attachment 4 to Appendix B, entitled "Affidavit Required under Section 112(c) of Title 23 United States Code," the DESIGN-BUILDER, for itself, its assignees and successors in interest, agrees as follows:

(a) Debarment and/or Suspension: The DESIGN-BUILDER certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(b) ADA: The DESIGN-BUILDER and any Subcontractor shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1980, as amended, and regulations adopted thereunder contained in 49 CFR, Part 27, and any relevant program-specific regulations.

(c) Civil Rights: The DESIGN-BUILDER and any Subcontractor shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.

ARTICLE VIII INDEMNITY; LIABILITY LIMITATIONS

1.31 Indemnity. To the fullest extent permitted by law, the DESIGN-BUILDER shall defend, indemnify and hold harmless the State of Nevada, and the employees, officers and agents of the State of Nevada from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, reckless or intentional misconduct of the DESIGN-BUILDER or the employees or agents of the DESIGN-BUILDER in the performance of this Contract. The DESIGN-BUILDER agrees that drawings and plans included in the RFP are subject to review and modification by the DESIGN-BUILDER and shall not be deemed "contract documents" as the term "contract documents" is used in NRS 338.140(1)(c).

1.32 Liability Limitations. The DEPARTMENT will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated Damages shall apply as set forth in Article III. Damages for any breach by the DEPARTMENT shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to the DESIGN-BUILDER, for the fiscal year budget in existence at the time of the breach. Damages for any DESIGN-BUILDER breach shall not exceed 150% of the maximum Contract Price set forth above in Article IV. The DESIGN-BUILDER's tort liability shall not be limited.

**ARTICLE IX
NOTICES; DELEGATION OF AUTHORITY**

1.33 Notices. Notices under the Contract Documents shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by telefacsimile or email communication followed by a hard copy and with receipt confirmed by telephone, to the following addresses (or to such other address as may from time to time be specified in writing by such Person):

For the DEPARTMENT:

Susan Martinovich, P.E. Director
Attn: John Terry, P.E.
Nevada Department of Transportation
Division: Project Management
1263 South Stewart Street
Carson City, Nevada 89712

For the DESIGN-BUILDER:

Corey Newcome, Project Manager
Bill Wellman, Project Principal
Las Vegas Paving Corporation
4420 S. Decatur Blvd.
Las Vegas, Nevada 89103

1.34 Delivery. Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U. S. Postal Service, private carrier or other Person making the delivery. Notwithstanding the foregoing, notices sent by telefacsimile after 4:00 p.m. Pacific Standard or Daylight Time (as applicable) and all other notices received after 5:00 p.m. shall be deemed received on the first business day following delivery (that is, in order for a fax to be deemed

received on the same day, at least the first page of the fax must have been received before 4:00 p.m.). Any technical or other communications pertaining to the Work shall be conducted by the DESIGN-BUILDER's Project Manager and technical representatives designated by the DEPARTMENT. The DESIGN-BUILDER's representatives shall be available at all reasonable times for consultation. Except as otherwise provided in Section 1.36, each party's representative shall be authorized to act on behalf of such party in matters concerning the Work.

1.35 Project Correspondence. The DESIGN-BUILDER shall copy the DEPARTMENT on all written correspondence pertaining to the Contract between the DESIGN-BUILDER and any Person other than the DESIGN-BUILDER's Subcontractors, consultants and attorneys.

1.36 Delegation of Authority. The individuals designated in Section 1.33 are authorized to make decisions and bind the parties on matters relating to the Contract Documents, except as follows:

(a) Any notices sent by the DEPARTMENT providing opportunity to cure or declaring a default under Part 2, DB Section 108-8 shall be issued only with prior written approval of the Director.

(b) [Any additional special notice requirements to be inserted prior to execution]

ARTICLE X MISCELLANEOUS PROVISIONS

1.37 Independent Contractor. It is expressly understood that the DESIGN-BUILDER is an independent contractor and is subject to all statutes and laws, including NRS 284.173, relating to independent contractors. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of the DESIGN-BUILDER or any other party. In no event shall the DESIGN-BUILDER or its agent, employee, or representative be considered the agent, employee, or representative of the DEPARTMENT.

1.38 Responsibility for Employees. The DESIGN-BUILDER shall be solely responsible for its own employees, and the DEPARTMENT shall have no obligation with respect to:

- (a) Withholding of income taxes, FICA or any other taxes or fees;
- (b) Industrial insurance coverage;
- (c) Participation in group insurance plans which may be available to employees of the DEPARTMENT;

Nevada Department of Transportation

- (d) Participation or contribution by either the DESIGN-BUILDER or the DEPARTMENT to the Public Employees Retirement System;
- (e) Accumulation of vacation leave or sick leave; or
- (f) Unemployment compensation coverage provided by the DEPARTMENT.

The DESIGN-BUILDER shall indemnify and hold the DEPARTMENT harmless from, and defend the DEPARTMENT against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

1.39 Use of DEPARTMENT Personnel. Unless expressly provided in this Contract, the DESIGN-BUILDER shall not engage or use the devices of the DEPARTMENT's personnel without the prior written consent of the DEPARTMENT.

1.40 Insurance. The DESIGN-BUILDER shall maintain insurance and shall furnish evidence of insurance as specified in Part 2, DB Section 107-24.

1.41 Responsibility for Accuracy of Data; Warranties. The DESIGN-BUILDER has total responsibility for the accuracy and correctness of data prepared under this Contract, and shall check all such material accordingly for completeness, missing items, correct multipliers and consistency. The deliverables shall be reviewed by the DEPARTMENT for conformity with the DEPARTMENT's procedures and Contract terms. The DESIGN-BUILDER acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy of such deliverables. See Part 5, Special Provision 104 for terms and conditions regarding warranties.

1.42 Ownership of Property. The DESIGN-BUILDER agrees that any reports, materials, studies, photographs, negatives, drawings or other documents prepared by the DESIGN-BUILDER in the performance of its obligations under this Contract shall be the exclusive property of the DEPARTMENT. Upon completion, termination or cancellation of the services embraced under this Contract, all such documents, together with all Work inclusive of research, investigation and analysis data, reports (including files on disks), computations, tabulations, original drawings (including CAD information on disks), correspondence input from external sources (including Subcontractors), etc., shall be delivered to and become the property of the DEPARTMENT without limitation. Reuse of said materials, information or data, during performance or following termination of this Contract, on any other project or for any other purpose except as provided for herein, shall be at the DEPARTMENT's discretion and the DEPARTMENT's sole responsibility. The DESIGN-BUILDER shall not utilize any materials, information or data obtained as a result of performing the services called for in this Contract in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The DESIGN-BUILDER shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performing the services called for in this

Nevada Department of Transportation

Contract in any publication or presentation without the written permission of the employee or agent to whom the opinion is attributed, in addition to the permission of the DEPARTMENT.

1.43 Assignment. In accordance with NRS 408.377, this Contract shall not be assigned by the DESIGN-BUILDER, or its right, title, or interest therein assigned, transferred, conveyed, sublet, or disposed of, without the previous consent, in writing, of the DEPARTMENT. Any attempts to assign the Contract without the DEPARTMENT's written consent are null and void.

1.44 Successors and Assigns. The DESIGN-BUILDER and all successors, executors, administrators, and permitted assigns of the DESIGN-BUILDER's interest in the Work or the compensation herein provided shall be bound to the DEPARTMENT to the full legal extent to which the DESIGN-BUILDER is bound with respect to each of the terms of this Contract.

1.45 Disputes. Any dispute arising under this Contract as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Contract shall be decided by the DEPARTMENT. It is the intent of the DEPARTMENT to resolve disputes at the lowest level possible. Nothing herein contained shall impair the parties' rights to file suit in the courts of the State of Nevada in accordance with Section 1.53 below. The prevailing party in an action to enforce this Contract is entitled to reasonable attorney's fees and costs. Disputes involving this Contract, including the breach or alleged breach thereof, shall not be submitted to binding arbitration. Certain disputes are subject to resolution as specified in Part 2, DB Section 114.

1.46 No Prior Breach. The DESIGN-BUILDER warrants that it has not been found liable for breach of contract with respect to a previous project, other than a breach for legitimate cause. The DESIGN-BUILDER further warrants that it has not been disqualified from being awarded a contract pursuant to NRS 338.017, 338.13895, 338.1475 or 408.333.

1.47 No Broker. The DESIGN-BUILDER warrants that it has not employed or retained any company or persons (other than a bona fide employee working solely for the DESIGN-BUILDER) to solicit or secure this Contract and that it has not paid or agreed to pay any company or persons (other than a bona fide employee working solely for the DESIGN-BUILDER) any fee, commission, percentage, brokerage fee, or any other gifts contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

1.48 The DESIGN-BUILDER is required to register as a vendor with the Nevada State Controller's office. The Registration Substitute IRS Form W-9 can be accessed at http://controller.nv.gov/Vendor_Services.html. The DESIGN-BUILDER will follow the Registration Instructions, complete the Registration Substitute IRS Form W-9 and submit it to

the State Controller's Office.

1.49 Remedies Not Exclusive. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages.

1.50 Authority to Execute. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth herein.

1.51 Severability. The illegality or invalidity of any provision or portion of this Contract shall not affect the validity of the remainder of the Contract, and this Contract shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

1.52 Governing Law. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The venue of any proceeding under this Contract shall be in the First Judicial District Court, Carson City, Nevada, unless changed by the judicial officer.

1.53 Entire Agreement. This Contract, its integrated attachments, and the other Contract Documents constitute the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract or the other Contract Documents, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

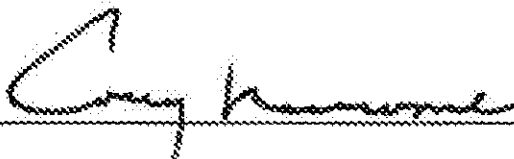
Nevada Department of Transportation

IN WITNESS WHEREOF, the DESIGN-BUILDER has signed and the DEPARTMENT has caused its name to be signed hereon on the date first above written.

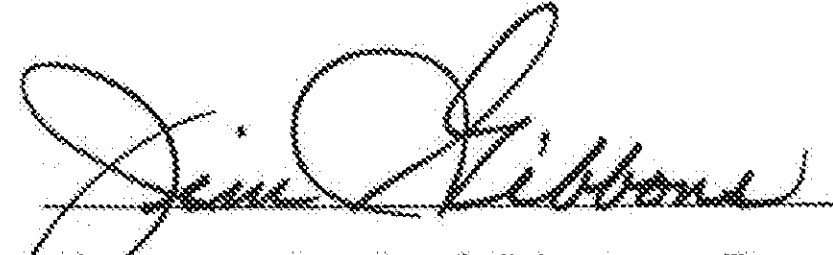
DESIGN-BUILDER:

Las Vegas Paving Corporation

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION



Project Manager

Dated 9/08/09


Chairman, Board of Directors, Department
of Transportation

Dated 9/10/09

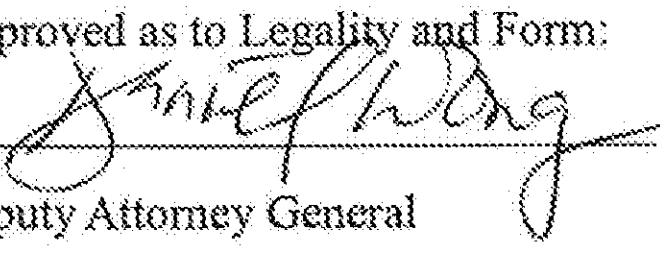
Attested:


Director, Department of Transportation

Recommended:


Asst. Director, Engineering

Approved as to Legality and Form:


Deputy Attorney General

Nevada Department of Transportation

Acknowledgment by LAS VEGAS PAVING CORPORATION

STATE Nevada } OF _____ NEVADA
COUNTY OF Clark } SS.:

On this 8th day of September, 2009, before me personally came COREY NEWCOME to me known, who being duly sworn, did depose and say that he resides in Clark County, Nevada, that he is the Project Manager of Las Vegas Paving Corporation, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by Power of Attorney granted by that corporation.

Christine Waldron
Notary Public

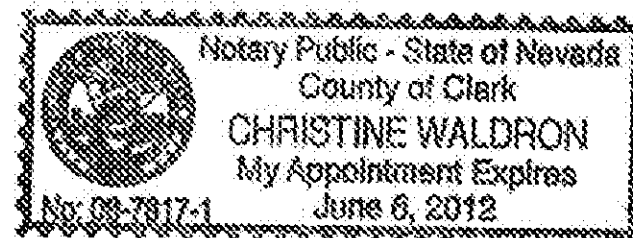
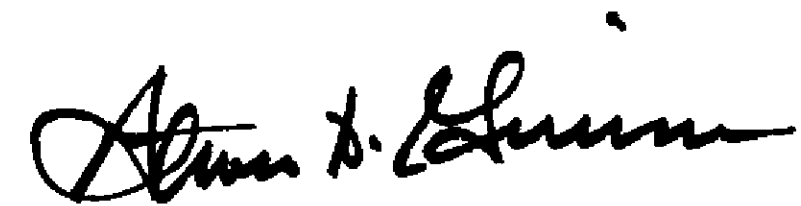


EXHIBIT M

RTRAN



CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

FRED NASSIRI,

Plaintiff,

v.

NEVADA STATE OF DEPARTMENT OF
TRANSPORTATION,

Defendant.

CASE NO. A-672841

DEPT. XXVI

BEFORE THE HONORABLE GLORIA STURMAN, DISTRICT COURT JUDGE

WEDNESDAY, JULY 31, 2013

**RECORDER'S TRANSCRIPT
MOTION TO DISMISS**

APPEARANCES:

For the Plaintiff: WILLIAM L. COULTHARD, ESQ.
AMANDA KERN, ESQ.
MONA KAVEH, ESQ.
Kemp Jones & Coulthard

For the Defendant: ERIC R. OLSEN, ESQ.
Gordon Silver

RECORDED BY: KERRY ESPARZA, COURT RECORDER

1 THE COURT: Yeah. That alone --

2 MR. COULTHARD: -- and we'll do some discovery.

3 THE COURT: -- that alone, it's not the basis for an
4 inverse condemnation claim, but if there's something else,
5 they can do their discovery on it and try to prove it.

6 I'm not going to dismiss the breach of contract
7 action, I think they're entitled to do some discovery. I
8 still am really not -- I -- I think they're going to -- the
9 real problem's going to be statute of limitations and that's
10 never waived.

11 And you can certainly -- so it's without prejudice,
12 to renew this at a later date because I don't see how they're
13 -- I think there's really problems with the statute of
14 limitations here, at a minimum. And whether we can get into
15 all these other issues, duty and all those other things at a
16 later date, I -- I think that's the one that should be raised.

17 The tortious breach of implied covenant is -- it's
18 kind of an interesting cause of action and I have real
19 questions about -- I'm just not sure it's what the immunity
20 statutes intended to bar but, you know, I think we need to
21 like take another look at that at a later date, because to me
22 that's kind of an interesting question: Whether the
23 governmental immunity statute bars tortious breach of implied
24 covenant? It's just an interesting legal concept.

25 I just -- I'm, Mr. Olsen, I just -- I don't see how

EXHIBIT N

I-15 SOUTH CORRIDOR

**From Blue Diamond Road
To Tropicana Avenue**



I-15 SOUTH BLUE DIAMOND ROAD TO TROPICANA AVENUE DESIGN-BUILD PROJECT

DB CONTRACT DOCUMENTS PART 1 – CONTRACT

APPENDIX A

PROJECT SCOPE



This page intentionally left blank.

TABLE OF CONTENTS

A1.0 INTRODUCTION 1

A2.0 PROJECT LIMITS 1

 A2.1 Project-Wide Requirements 1

 A2.2 Right-of-Way 2

A3.0 PROPOSED IMPROVEMENTS 2

 A3.1 Base Scope of Work..... 2

 A3.2 Additive Scope of Work..... 3

A4.0 BASIC PROJECT CONFIGURATION 4

 A4.1 Basic Project Configuration Elements 4

 A4.2 Standard for Determining Materiality of Change in Basic Project Configuration. 4

A5.0 DEPARTMENT-PROVIDED MATERIAL OR EQUIPMENT 5

**APPENDIX A
PROJECT SCOPE**

A1.0 INTRODUCTION

This Appendix A to Part 1, Contract provides a summary description of the physical components of the Project that the Design-Builder shall design, construct, and/or install. This Appendix A does not include all contractual and/or procedural requirements of the Contract. Contractual and procedural requirements are contained throughout the Contract Documents.

This is a Fixed Price Range, Base Scope plus Additive Scope of Work contract. The Project Scope defined for this contract is broken into two elements; Base Scope and Additive Scope.

The Design-Builder shall not rely solely on the description contained in this Appendix A to identify all Project components to be designed, constructed, and/or installed. The Design-Builder shall determine the full scope of the Project through thorough examination of the Contract Documents and the Project Site or as may be reasonably inferred from such examination.

The Design-Builder shall design, furnish, construct, and/or install all components of the Project meeting the requirements of the Contract Documents, except where the Department will furnish and/or install the items as listed in Section A5.0.

A2.0 PROJECT LIMITS

The Project is approximately 6 miles long. The Project termini are as follows:

- A) Beginning of Project – Silverado Ranch Boulevard; and
- B) End of Project – Tropicana Avenue.

The lateral limits of the Project are shown on the ROW Plans in Contract Documents Part 7, Request for Final Proposals (RFFP) Plans.

A2.2 PROJECT-WIDE REQUIREMENTS

The following requirements pertain to the Project in its entirety:

- A) Design and construct all facilities to be of high quality, durable, and maintainable;
- B) Provide for Forward Compatibility for the Ultimate Configuration on I-15 South, as defined in Section A4.1 below;
- C) Design and construct all utility relocations as designated and coordinate utility relocations that are designated to be designed and constructed by utilities;
- D) Plan and execute maintenance of traffic associated with the traveling public and construction vehicles, minimizing the impact to traffic flow, adjacent communities, and local businesses;
- E) Participate in and pay for the acquisition of Right-of-Way if required beyond what was previously acquired;
- F) Obtain all required and necessary construction permits and all other assigned permits and support the Department with permits to be obtained by the Department after Contract

execution;

- G) Plan and execute all environmental commitments/mitigation assigned;
- H) Provide and manage a proactive Public Information (PI)/community outreach/relations plan in conjunction with the Department;
- I) Provide a comprehensive Quality Plan and conduct all design and construction Quality Control (QC) and design review for the Project; and
- J) Maintain a safe Project.

A2.3 RIGHT-OF-WAY

Elements of the Project will be constructed within NDOT, Clark County and Union Pacific Railroad (UPRR) Rights-of-Way. No private Right-of-Way acquisition is anticipated to construct the Project. Work constructed within Clark County and UPRR Right-of-Way shall be subject to the requirements, limitations and other conditions contained in Part 6, Third Party Requirements, and/or permits that may be required/issued by the respective owner.

The Department Right-of-Way depicted in the RFFP Plans and provided in the MicroStation design file(s) has been verified by the Department. The Clark County Right-of-Way depicted in the RFFP Plans and provided in the MicroStation design file(s) was developed using record drawings, and has not been verified by the Department. The Department accepts responsibility for the accuracy of the Right-of-Way as depicted on the RFFP Plans and as provided in the design file(s). It is anticipated that all portions of the Project will be constructed within the established Right-of-Way described herein.

The Design-Builder may use the full Right-of-Way width of I-15 within the limits of the Project for staging areas, except as otherwise limited by the Contract.

A3.0 PROPOSED IMPROVEMENTS

The proposed I-15 South Design-Build (DB) Project begins at the I-15 and Silverado Ranch Boulevard interchange, and terminates at the Tropicana Avenue interchange in Clark County, Nevada.

A3.1 BASE SCOPE OF WORK

The Project must contain the following elements (generally depicted in the RFFP Plans):

- A) Construction of new C-D road system for I-15 Northbound from I-215 to Tropicana Avenue that braids off-ramp traffic to Russell Road, Tropicana Avenue and Frank Sinatra Drive with Westbound I-215 to Northbound I-15 traffic and maintains all traffic connections except Westbound I-215 to Russell Road;
- B) Construction of a new C-D road system for I-15 Southbound from Tropicana Avenue to I-215 that braids on-ramp traffic from Tropicana Avenue and Russell Road with Southbound I-15 to Eastbound I-215 traffic and maintains all traffic movements;
- C) Construction of a traffic bearing lid over the existing Tropicana Wash to accommodate the southbound CD road;
- D) Construction of a new Sunset Road bridge over I-15 and other improvements as depicted in the Clark County Sunset Road Improvement Plans from Valley Boulevard to Las Vegas Boulevard. The pier locations for the Sunset Road bridge depicted on the Clark County plans require adjustment to meet the Project goals. The construction limits and

lane configurations and other geometrics shall be constructed as depicted in the Clark County plans, see Part 7, RFFP Plans;

- E) Reconstruction or modification of existing Warm Springs Road bridge over I-15. Warm Springs Road shall be three travel lanes in each direction, plus a dual left-turn lane and sidewalks on each side from the bridge over I-15 to Dean Martin Drive (including the bridge and approaches) and a minimum of two travel lanes in each direction from Las Vegas Boulevard to the bridge over I-15. Warm Springs Road shall be constructed within existing Right-of-Way;
- F) Reconstruction or modification of existing Union Pacific Railroad (UPRR) bridge over I-15;
- G) Construction of a new C-D road system for Northbound I-15 from Blue Diamond Road to I-215 that moves the weaving of traffic between Blue Diamond Road and I-215 to the C-D road;
- H) Construction of a new C-D road system for Southbound I-15 from I-215 to Blue Diamond Road that moves the weaving of traffic between I-215 and Blue Diamond Road to the C-D road;
- I) Reconstruction of impacted on and off-ramps to accommodate construction of the CD roads as designated;
 - J) Design and construction of drainage structures;
 - K) Installation of lighting, signing and markings;
- L) Intelligent Transportation System (ITS) improvements, including, but not limited to, dynamic message signs, ramp metering and close circuit cameras;
- M) Design and construction/incorporation of aesthetic and landscaping features, with a construction only total amount of \$7.2 million;
 - N) Utility relocation or protection as required; and
- O) Other activities and Work as may be added in the Request for Final Proposals (RFFP).

A3.2 ADDITIVE SCOPE OF WORK

In accordance with the Instructions to Proposers (ITP) and Contract Documents, the following items may, at the option of the Proposer, be included in the Design-Builder's Proposal:

- A) Construction of a new C-D road system for Northbound I-15 from Blue Diamond Road to I-215 that braids traffic between Blue Diamond Road and I-215;
- B) Construction of a new C-D road system for Southbound I-15 from I-215 to Blue Diamond Road that braids traffic between I-215 and Blue Diamond Road;
- C) Construction of a direct connector, including a bridge structure, from Eastbound Blue Diamond Road (SR 160) to I-15 Northbound;
- D) Widening of the Russell Road bridge to provide additional left turn vehicle storage capacity in the interchange;
- E) Widening of Southbound I-15 to construct an auxiliary lane between the Blue Diamond

Road and Silverado Ranch Boulevard interchanges;

- F) Widening of I-15 to provide capacity improvements consistent with the Ultimate Configuration; and
- G) Construction of other features that are not depicted in the RFFP Plans or otherwise captured in this Scope of Work that improve the operating efficiency of the I-15 corridor.

A4.0 BASIC PROJECT CONFIGURATION

A4.1 BASIC PROJECT CONFIGURATION ELEMENTS

The Basic Project Configuration for this project shall consider both the interim and ultimate configuration of I-15. The ultimate configuration of I-15 is established in the Interstate 15 South Corridor Improvement Sloan Road to Tropicana Avenue Environmental Assessment, the I-15 South Traffic Report, and the Southern Nevada HOV Plan. The ultimate configuration is depicted in the Contract Documents Part 8, Engineering Data – Ultimate Configuration Plans, and is provided as a design file for the Proposers' use

This Project consists of interim improvements that shall consider the future ultimate improvements, with the intent to maximize Forward Compatibility. The Basic Project Configuration shall consist of the following for this Interim Project, as depicted in Part 7, RFFP Plans:

- A) The footprint of the Right-of-Way established as the existing NDOT and Clark County ROW;
- B) The number of intersections, overpasses, and/or underpasses;
- C) The number, location, and type of interchanges;
- D) The number and type of signalized intersections;
- E) The number of lanes;
- F) The general location of the limits of the Project;
- G) The minimum vertical clearances;
- H) The Right-of-Way limits; and
- I) The number and type for all new bridges and bridge widenings.

A4.2 STANDARD FOR DETERMINING MATERIALITY OF CHANGE IN BASIC PROJECT CONFIGURATION

- A) A change in the termini of the Project (either or both) by more than 500 feet longitudinally;
- B) Any change in the Project Right-of-Way limits depicted; and/or
- C) Any change in Section A4.1(A) through (G) requiring a change in the environmental documents included in Contract Documents Part 8, Engineering Data or in the Reference Documents of the RFFP.

A5.0 DEPARTMENT-PROVIDED MATERIAL OR EQUIPMENT

The Department will not be providing any Material or Equipment for Design-Builder's use.

EXHIBIT R

1 GORDON SILVER
ERIC R. OLSEN
2 Nevada Bar No. 3127
Email: eolsen@gordonsilver.com
3 DYLAN T. CICILIANO
Nevada Bar No. 12348
4 Email: dciciliano@gordonsilver.com
3960 Howard Hughes Pkwy., 9th Floor
5 Las Vegas, Nevada 89169
Tel: (702) 796-5555
6 Fax: (702) 369-2666
Attorneys for Plaintiffs
7
8

9 DISTRICT COURT
CLARK COUNTY, NEVADA

10 FRED NASSIRI, an individual; NASSIRI
11 LIVING TRUST, a trust formed under Nevada
law,

12 Plaintiffs,

13 vs.

14 STATE OF NEVADA, on relation of its
15 Department of Transportation; DOE
GOVERNMENT AGENCIES I-X, inclusive;
16 DOE INDIVIDUALS I-X; and DOE ENTITIES
1-10, inclusive,,

17 Defendants.
18

19 THE STATE OF NEVADA, on relation of its
20 Department of Transportation,

21 Counterclaimant,

22 vs.

23 FRED NASSIRI, an individual; DOES I through
24 X; and ROE CORPORATIONS I through X,
inclusive,

25 Counterdefendants.
26

CASE NO. A672841
DEPT. XXVI

**PLAINTIFFS' RESPONSES TO
DEPARTMENT OF
TRANSPORTATION'S FIRST SET OF
REQUESTS FOR ADMISSIONS**

27 Plaintiffs Fred Nassiri and the Nassiri Living Trust (collectively, "Plaintiffs"), through
28 their counsel, the law firm of Gordon Silver, responds to the Department of Transportation's

Clark County, Nevada, Case No. A537215).

RESPONSE:

Admit that in the present matter Plaintiffs are not seeking any damages from NDOT relating to claims made against Plaintiffs with the Koroghli litigation (Eighth Judicial District Court, Clark County, Nevada, Case No. A537215).

REQUEST NO. 7:

Admit that YOU have not submitted a development plan or sought approval for a traffic ingress and egress plan for the Exchange Property and/or Subject Property.

RESPONSE:

Objection, the request is vague and ambiguous.

Notwithstanding the aforementioned objection, admit.

REQUEST NO. 8:

Admit that the Subject Property currently has access along Blue Diamond road.

RESPONSE:

Objection, the request is vague and ambiguous as to access.

Notwithstanding the aforementioned objection, deny.

REQUEST NO. 9:

Admit that the Subject Property currently has access along Las Vegas Boulevard.

RESPONSE:

Objection, the request is vague and ambiguous as to access.

Notwithstanding the aforementioned objection, deny.

REQUEST NO. 10:

Admit that the Blue Diamond Road "fly-over" alleged in paragraph 27 of your amended Complaint is constructed entirely within the Department of Transportation's right-of-way.

EXHIBIT S

1 GORDON SILVER
ERIC R. OLSEN
2 Nevada Bar No. 3127
Email: ecolsen@gordonsilver.com
3 DYLAN T. CICILIANO
Nevada Bar No. 12348
4 Email: dciciliano@gordonsilver.com
3960 Howard Hughes Pkwy., 9th Floor
5 Las Vegas, Nevada 89169
Tel: (702) 796-5555
6 Fax: (702) 369-2666

7 *Attorneys for Plaintiffs*

ELECTRONICALLY SERVED
11/03/2014 06:18:06 PM

8
9
10 **DISTRICT COURT**
CLARK COUNTY, NEVADA

11 FRED NASSIRI, an individual; NASSIRI
LIVING TRUST, a trust formed under Nevada
12 law,

13 Plaintiff,

14 vs.

15 STATE OF NEVADA, on relation of its
Department of Transportation; DOE
GOVERNMENT AGENCIES I-X, inclusive;
16 DOE INDIVIDUALS I-X; and DOE ENTITIES
1-10, inclusive,

17 Defendants.

CASE NO. A672841
DEPT. XXVI

**PLAINTIFFS' INITIAL EXPERT
DISCLOSURE**

18
19 Pursuant to Rule 16.1 of the Nevada Rules of Civil Procedure ("NRCP"), Fred Nassiri
20 and Nassiri Living Trust (collectively "Plaintiff"), by and through their counsel of record, the
21 law firm of Gordon Silver, hereby submit their initial disclosure of expert witnesses as follows:

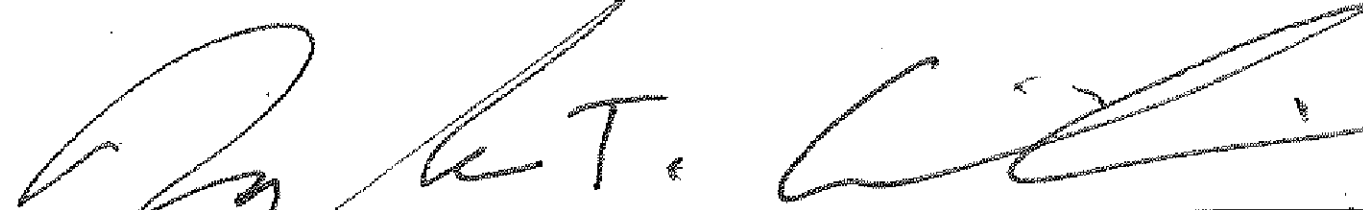
- 22 1. Keith Harper, MAI
23 Valuation Consultants
24 4200 Cannoli Circle
Las Vegas, NV 89103-5404
25 Telephone: (702) 222-0018

26 Keith Harper is expected to testify as to his preparation of any Appraisal Report on the
27 Subject Property and any and all impacts on the property of the "fly-over." A copy of Keith
28

1 Harper's report, curriculum vita and list of other cases attached hereto and bates labeled
2 HARPER000001-HARPER000152. Mr. Harper's billing rate is \$500.00 per hour for
3 depositions and \$350.00 per hour for expert witness services.

4 DATED this 3RD day of November 2014.

5 GORDON SILVER

6 

7 ERIC R. OLSEN

8 Nevada Bar No. 3127

9 DYLAN T. CICILIANO

10 Nevada Bar No. 12348

11 3960 Howard Hughes Pkwy., 9th Floor

12 Las Vegas, Nevada 89169

13 *Attorneys for Plaintiffs*

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

CERTIFICATE OF MAILING

The undersigned, an employee of Gordon Silver hereby certifies that on the 3rd day of November 2014, she served a copy of the **PLAINTIFF'S INITIAL EXPERT DISCLOSURE**, by electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's **Odyssey E-File & Serve** system, and by placing said document in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope addressed to:

Kemp, Jones & Coulthard, LLP
Mona Kaveh
3800 Howard Hughes Pkwy., 17th Flr.
Las Vegas, NV 89169
Co-Counsel for Defendants
Email: m.kaveh@kempjones.com

Office of the Attorney General
Amanda B. Kern
555 E. Washington Avenue, Suite 3900
Las Vegas, NV 89101
Co-Counsel for Defendants
Email: akern@ag.nv.gov


An Employee of Gordon Silver.

EXHIBIT T

1 DISTRICT COURT
2 CLARK COUNTY, NEVADA
3 FRED NASSIRI, individually)
and as trustee of the NASSIRI)
4 LIVING TRUST, a trust formed)
under Nevada law,)
5)
Plaintiffs,) CASE NO.: A672841
6) DEPT. NO.: XXVI
vs.)
7)
STATE OF NEVADA, on relation)
8 of its Department of)
Transportation; DOE GOVERNMENT)
9 AGENCIES I-X, inclusive; DOE)
INDIVIDUAL I-X; and DOE)
10 ENTITIES 1-10, inclusive,)
11)
Defendants.)
12)
AND ALL RELATED CROSS-CLAIMS.)
13)

14
15
16
17 EXPERT DEPOSITION OF KENNETH ACKERET, Ph.D.
18 LAS VEGAS, NEVADA
19 TUESDAY, JANUARY 6, 2015
20
21
22
23

24 REPORTED BY: AMBER M. RIGGIO, CCR NO. 914
25 JOB NO.: 231490

1 Q. Are those the drawings attached to the
2 report?

3 A. Yes.

4 Q. Are there any such drawings not attached to
5 the report?

6 A. No.

7 Q. Then it says, Sources concerning the roadways
8 affecting property access. What does that mean?

9 A. Combinations of -- aerial photography in
10 combination with the site visit of looking at the
11 surrounding streets.

12 Q. Did you speak with anyone either at NDOT,
13 Clark County, or some other governmental agency as part
14 of your investigation?

15 A. No, I did not.

16 Q. So you -- other than conversation with
17 counsel, the only things you've looked at are source
18 documents from NDOT/Clark County; is that correct?

19 A. That's correct.

20 Q. And when you spoke to counsel, what did
21 she -- how did she describe the case to you?

22 A. She described that there was a concern of
23 access to the property and wanted me to look at that
24 property and do an engineering opinion as to what
25 access could be provided.

1 state roadways.

2 Q. Okay. And you probably have a copy of that
3 document in your office?

4 A. Correct.

5 Q. Now, the letter in the first paragraph are
6 the -- the report says, "This letter provides my
7 opinion of access to the property in question including
8 the parcels," and then it lists the parcel numbers,
9 "for future development." So it -- it refers to
10 this -- containing your opinions and then it makes a
11 couple of references to -- where it uses the word
12 "opinion." But in the summary, in the second full
13 sentence it says, "It is my opinion that the combined
14 parcels," and it lists the APN numbers, "can be
15 accessed from both Blue Diamond Road and Las Vegas
16 Boulevard as well as the future master planned street
17 network with an I-15 frontage road."

18 Do you see that?

19 A. Yes.

20 Q. And also in that paragraph you say there are
21 eight driveways, and we'll get into that, but eight
22 potential driveways; is that correct?

23 A. Yes.

24 Q. So is that safe to say that's essentially
25 your opinion, that there are these eight access points

1 from Blue Diamond Road and Las Vegas Boulevard and
2 perhaps from some other frontage road, and the rest of
3 this report is essentially supporting that opinion; is
4 the correct?

5 A. That's correct.

6 Q. All right. Now, in that first section, NDOT
7 Access Management section, it talks about -- it doesn't
8 really seem to offer any opinions but it makes some
9 statements, but the first one refers to Exhibit A,
10 and -- do you have Exhibit A in front of you?

11 A. Yes.

12 Q. It says, "It should be noted that the
13 Interstate 15/Blue Diamond Road interchange was an
14 established control of access on the approach and
15 departure legs of the interchange along Blue Diamond
16 Road or has an established control of access."

17 First of all, is that control of access
18 reflected in Exhibit A?

19 A. Yes.

20 Q. And is it the -- hash marks, I guess I would
21 say? How is it depicted in this document?

22 A. It has -- as illustrated in the document
23 itself, it's essentially, you could say, hash marked
24 perpendicular lines that -- along the boundary itself.

25 Q. Boundary of what?

1 Q. Where is that depicted on this photograph?

2 A. It's the area approximately 350 feet to the
3 west of the Las Vegas Boulevard/Windmill Lane/Blue
4 Diamond Road intersection.

5 Q. Can you take this pen and circle that just so
6 I don't --

7 A. Got it.

8 Q. -- forget?

9 A. We're talking about an access in this area
10 [indicating].

11 Q. Okay. So you've marked on the photograph in
12 that exhibit a circle in blue ink of where that access
13 would be?

14 A. Yes.

15 Q. What is the box -- what are the other boxes,
16 then, on Blue Diamond right adjacent to that one? You
17 have -- next to the 350 feet you have a -- and it looks
18 like that circle's actually within the next box, the
19 450 feet?

20 A. Yeah, that was an area of which my opinion is
21 an access could be provided into the property.

22 Q. Now, you are purely looking at this from the
23 standpoint of the permissible access. You weren't
24 doing any engineering about the viability and the cost
25 and all that of putting in any kind of an

EXHIBIT U



EXHIBIT V



May 14, 2014

Fely A. Quitevis
Precious Properties
2090 S. Hwy 160
Pahrump, NV 89048
Cell: (775) 513-8447

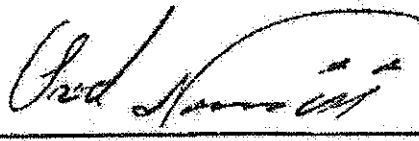
Confidential

Re: Authorization to Sell/Sales Commission

I understand that you will be going to Beijing, China from May 14 through 21, 2104 to participate in the "LPS Show". This letter serves as our understanding with respect to the sale of the 66-acre raw land property located at Las Vegas Blvd/Blue Diamond Rd. ("Property") solely owned by me ("Nassiri") based on the following terms and conditions:

- 1) Fely A. Quitevis of Precious Properties ("Realtor") is authorized to sell the Property in cooperation with China Based Investment Banker, Jean-Michel Floc'h, and any other cooperating agency that will market/sell said Property.
- 2) Sales price of the Property is \$175,000,000 (One Hundred Seventy Five Million U.S. Dollars).
- 3) Sales commission to Realtor shall be five percent (5%) of gross sales price following successful closing of escrow. Realtor shall make her own arrangement with cooperating agencies regarding their respective share of sales commissions.
- 4) This agreement expires on June 30, 2014. However, in the event a purchase proposal is received and accepted by Nassiri within thirty (30) days, this authorization to sell and commission agreement shall be extended until close of escrow.
- 5) This is a non-exclusive agreement between Realtor and Nassiri. Presently, Nassiri is working with other prospective clients and continuously marketing the Property both domestically and internationally.
- 6) This agreement is confidential and cannot be disclosed by Realtor to other parties other than the Purchaser and its authorized representatives.

Please acknowledge your understanding of this agreement by signing your name on the space provided below.

By: 
Fred Nassiri
Property Owner

By: _____
Fely A. Quitevis
Precious Properties

2035 Helin Drive • Las Vegas, Nevada 89119 • (702) 897-3500 • Fax (702) 492-0332

Nassiri002845

DEPT157

NV_NASSIRI014775
PA00483

EXHIBIT O

GORDON SILVER
ERIC R. OLSEN
Nevada Bar No. 3127
Email: eolsen@gordonsilver.com
DYLAN T. CICILIANO
Nevada Bar No. 12348
Email: dciciliano@gordonsilver.com
3960 Howard Hughes Pkwy., 9th Floor
Las Vegas, Nevada 89169
Tel: (702) 796-5555
Fax: (702) 369-2666
Attorneys for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

FRED NASSIRI, an individual; NASSIRI
LIVING TRUST, a trust formed under Nevada
law,

Plaintiff,

vs.

STATE OF NEVADA, on relation of its
Department of Transportation; DOE
GOVERNMENT AGENCIES I-X, inclusive;
DOE INDIVIDUALS I-X; and DOE ENTITIES
1-10, inclusive,

Defendants.

CASE NO. A672841

DEPT. XXVI

**PLAINTIFFS' RESPONSES TO
DEPARTMENT OF
TRANSPORTATION'S SECOND SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS**

THE STATE OF NEVADA, on relation of its
Department of Transportation,

Counterclaimant,

vs.

FRED NASSIRI, an individual; DOES I through
X; and ROE CORPORATIONS I through X,
inclusive,

Counterdefendants.

Plaintiffs Fred Nassiri and the Nassiri Living Trust (collectively, "Plaintiffs"), through
his counsel, the law firm of Gordon Silver, responds to the Department of Transportation's

REQUEST NO. 84:

If You deny the Department of Transportation's Request for Admission No. 23, please produce the Recordable Instrument that You claim restricted the Department of Transportation's construction of the Fly-over.

RESPONSE:

Objection. As defined by the request, the term "Recordable Instrument" is used to mean "any Document that sets forth either an express right to affirmatively use the real property of another, or the express right to restrict another's use of his or her property in some matter." To the extent that the request assumes that "property rights" must be identified in documents, the request calls for a legal conclusion. The term "express" is also undefined, vague and ambiguous. Furthermore, the definition unfairly characterizes that Nassiri has alleged that NDOT has "used" the subject property in a way inconsistent with any document.

Subject to the foregoing, see generally, Nassiri00077-Nassiri00090; Nassiri00091-Nassiri00095; Nassiri001754-Nassiri001758; Nassiri001700-Nassiri001725; NV_NASSIRI003738-NV_NASSIRI003739; NV_NASSIRI000388-NV_NASSIRI000394. NV_NASSIRI000388-NV_NASSIRI000394

Dated this 14th day of January 2015.

GORDON SILVER

/s/ Dylan T. Ciciliano

ERIC R. OLSEN

Nevada Bar No. 3127

DYLAN T. CICILIANO

Nevada Bar No. 12348

3960 Howard Hughes Pkwy., 9th Floor

Las Vegas, Nevada 89169

(702) 796-5555

Attorneys for Plaintiffs

EXHIBIT P

1 DISTRICT COURT
2 CLARK COUNTY, NEVADA
3 FRED NASSIRI, individually)
and as trustee of the NASSIRI)
4 LIVING TRUST, a trust formed)
under Nevada law,)
5)
Plaintiffs,) CASE NO.: A672841
6) DEPT. NO.: XXVI
vs.)
7)
STATE OF NEVADA, on relation)
8 of its Department of)
Transportation; DOE GOVERNMENT)
9 AGENCIES I-X, inclusive; DOE)
INDIVIDUAL I-X; and DOE)
10 ENTITIES 1-10, inclusive,)
11)
Defendants.)
12)
AND ALL RELATED CROSS-CLAIMS.)
13)

14
15
16
17 VIDEOTAPED DEPOSITION OF FRED NASSIRI
18 LAS VEGAS, NEVADA
19 FRIDAY, JANUARY 30, 2015
20
21
22
23

24 REPORTED BY: AMBER M. RIGGIO, CCR NO. 914
25 JOB NO.: 232637

1 related to the surplus property?

2 A. I had to sell everything else for a song and
3 a dance to keep up with the payment.

4 Q. Okay. NDOT -- NDOT didn't force you -- and
5 we already looked at this provision. I believe we
6 looked at the duress provision. You weren't under any
7 duress, and NDOT didn't put a -- a gun to you to force
8 you to buy this property --

9 A. This whole thing, NDOT caused the whole
10 thing. They put a gun in my hand, they took my piece,
11 and they put that piece in front of me. So I was
12 minding my own business.

13 Q. So you -- you further acknowledged in this
14 contract, did you not, sir, that the parties are acting
15 freely and voluntarily and without influence,
16 compulsion, or duress of any kind from any source,
17 including but not limited to any other party or
18 parties, their attorneys, representatives, or anyone
19 acting or purporting to act on behalf of any party?

20 So you acknowledge that there was no duress,
21 no compulsion, and that you were acting freely when you
22 entered into this contract, didn't you?

23 A. Excuse me just a second.

24 MR. OLSEN: Just answer the question.

25 Q. (By Mr. Coulthard) Yeah, do your best to

1 answer.

2 A. I'm sorry, what was the question?

3 MR. COULTHARD: You can read that one back.

4 Q. (By Mr. Coulthard) Actually, let me just --

5 I -- I will rephrase it because it was pretty

6 long-winded.

7 Sir, you acknowledged when you signed this
8 contract in 2005 that you were act -- and I'm reading
9 from Section 219, Subsection 7, that, You are acting
10 freely and voluntary -- voluntarily and without
11 influence, compulsion, or duress of any kind from any
12 source, including but not limited to any other party or
13 parties?

14 A. If I signed it, that -- I -- I signed it, so
15 I must agree with it.

16 Q. Okay. So in 2005 when you entered into this,
17 you acknowledge you were acting freely, voluntarily --
18 in fact, from the correspondence I've seen, looks like
19 you were encouraged and very excited to acquire this
20 property?

21 A. The way they were supposed to give me, I had
22 no problem. But when they build that flyover, they
23 messed up my whole -- my whole property.

24 Q. Okay. And isn't it true, sir, there is no
25 contractual provision in this agreement that obligates

1 **NDOT to preserve your view or visibility to the**
2 **property?**

3 A. They charged me over price. Why do they
4 charge me, then, the six -- 46 percent?

5 **Q. They charged that assemblage property --**

6 A. What assemblage? The assemblage for the
7 visibility and signage. They killed that.

8 **Q. That's a -- a -- a -- I understand that's**
9 **your argument or that's --**

10 A. The judge will decide on that so.

11 **Q. -- that's the position you want to take, but**
12 **that doesn't really --**

13 A. It is the --

14 **Q. -- answer my question.**

15 A. -- truth. It's the truth.

16 MR. OLSEN: Listen to his question.

17 THE WITNESS: Okay.

18 **Q. (By Mr. Coulthard) My question is very**
19 **specific. Is there any contractual provision in this**
20 **contract, this document that controls -- and you**
21 **have -- have acknowledged it has an integration. This**
22 **is the deal. There's no obligation by NDOT to preserve**
23 **your view or visibility to your property, is there?**

24 MR. OLSEN: Objection. Calls for a legal
25 conclusion.

1 THE WITNESS: What is the question?

2 Q. (By Mr. Coulthard) Isn't it true, sir, you
3 never asked for or acquired an easement from NDOT that
4 preserved your view or visibility of your property from
5 I-15?

6 A. I bought it for visibility, and I told you
7 this for ten times, for visibility and signage. I
8 wouldn't have bought it otherwise. A landlocked piece
9 of property for over a million dollars an acre is a
10 no-no.

11 Q. That doesn't answer my question.

12 MR. COULTHARD: So if you could read back my
13 question, I would appreciate it.

14 (Whereupon, the deposition record was read.)

15 THE WITNESS: I bought the property right in
16 front of freeway, open space. I bought everything that
17 they had for sale, and they're -- they're supposed to
18 respect that. I was the next joining property. They
19 never told me they were going to build that.

20 Q. (By Mr. Coulthard) So do you have an
21 expressed easement reserving your -- or -- and
22 preserving your view and visibility from NDOT?

23 A. I don't know what you mean by easement. I --
24 I still don't get it.

25 Q. Okay. A contractual written document --

1 A. If it's not there, then we did not have it.

2 Q. Okay. So you would agree, if it's not in the
3 settlement agreement or the quitclaim deed, you don't
4 have it?

5 A. But there were many time, many con --

6 Q. Could you answer that question for me?

7 A. Oh, excuse me.

8 MR. OLSEN: Objection to the form.

9 Q. (By Mr. Coulthard) If it's not in the
10 settlement agreement, you don't have it; is that true?

11 A. We -- we --

12 MR. OLSEN: Same objection.

13 Answer the question.

14 THE WITNESS: If it's not there, it's not
15 there.

16 Q. (By Mr. Coulthard) Okay. And so you have
17 implied that this negative easement for view and
18 visibility is present based upon your belief. Correct?

19 A. I don't understand what you're saying.

20 Q. Okay. If -- if it's not in here -- that --
21 that's fine. I'll withdraw the question.

22 So what provisions of this settlement
23 agreement do you believe NDOT has breached?

24 MR. OLSEN: Objection. Overbroad and calls
25 for a legal conclusion.

EXHIBIT Q

1 DISTRICT COURT
2 CLARK COUNTY, NEVADA
3 FRED NASSIRI, individually)
and as trustee of the NASSIRI)
4 LIVING TRUST, a trust formed)
under Nevada law,)
5)
Plaintiffs,) CASE NO.: A672841
6) DEPT. NO.: XXVI
vs.)
7)
STATE OF NEVADA, on relation)
8 of its Department of)
Transportation; DOE GOVERNMENT)
9 AGENCIES I-X, inclusive; DOE)
INDIVIDUAL I-X; and DOE)
10 ENTITIES 1-10, inclusive,)
11)
Defendants.)
12)
AND ALL RELATED CROSS-CLAIMS.)
13)

14
15
16
17 DEPOSITION OF MICHAEL G. CHAPMAN, ESQ.
18 LAS VEGAS, NEVADA
19 WEDNESDAY, FEBRUARY 4, 2015
20
21
22
23

24 REPORTED BY: AMBER M. RIGGIO, CCR NO. 914
25 JOB NO.: 232863

1 Q. (By Mr. Coulthard) And I've reviewed all the
2 correspondence leading up to the Settlement Agreement
3 and Release of All Claims, and you've had the chance to
4 review your file prior to your deposition and look at
5 those -- that correspondence. Correct?

6 A. I looked at that when we responded to the
7 subpoena. The only thing I've reviewed for the
8 deposition is the list that I gave you.

9 Q. When you reviewed your materials for the
10 production pursuant to the subpoena, you didn't find
11 any correspondence where there was -- by and between
12 you and the State where there was a discussion about an
13 easement to view or visibility being reserved by
14 Mr. Nassiri?

15 A. A discussion between me and the Department
16 asking for a view easement, is that what you said?

17 Q. An expressed easement related to view or
18 visibility to the Nassiri property.

19 A. I don't recall that.

20 Q. And, in fact, there is no expressed easement
21 for view or visibility reserved by Mr. Nassiri as
22 against the State of Nevada and its Department of
23 Transportation in the settlement agreement and release
24 of claims, is there?

25 MR. CICILIANO: Objection. Asked and

1 answered. Document speaks for itself. Calls for a
2 legal conclusion.

3 THE WITNESS: I don't think so.

4 Q. (By Mr. Coulthard) Now, Gary Kent prepared an
5 appraisal for the surplus property. Correct?

6 A. Yes.

7 Q. And on behalf of the State of Nevada.
8 Correct?

9 A. That's my understanding.

10 Q. And -- and that appraisal by Mr. Nassiri was
11 reviewed on behalf of another appraiser on behalf of
12 the State of Nevada. Correct?

13 A. I don't know. I've never seen that
14 particular appraisal you're talking about or any
15 reviews that were done on it.

16 Q. Were you told by the Department of
17 Transportation that Mr. Kent's appraisal was reviewed
18 by another appraiser?

19 A. Possibly.

20 Q. You requested Mr. Kent's appraisal report
21 related to the surplus property on several occasions,
22 didn't you?

23 A. I did.

24 Q. And you never got that?

25 A. That's true.

EXHIBIT W

GORDON SILVER
ERIC R. OLSEN
Nevada Bar No. 3127
Email: eolsen@gordonsilver.com
DYLAN T. CICILIANO
Nevada Bar No. 12348
Email: dciciliano@gordonsilver.com
3960 Howard Hughes Pkwy., 9th Floor
Las Vegas, Nevada 89169
Tel: (702) 796-5555
Fax: (702) 369-2666
Attorneys for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

FRED NASSIRI, an individual; NASSIRI
LIVING TRUST, a trust formed under Nevada
law,

Plaintiff,

vs.

STATE OF NEVADA, on relation of its
Department of Transportation; DOE
GOVERNMENT AGENCIES I-X, inclusive;
DOE INDIVIDUALS I-X; and DOE ENTITIES
1-10, inclusive,,

Defendants.

CASE NO. A672841
DEPT. XXVI

**PLAINTIFFS' ANSWERS TO
DEPARTMENT OF
TRANSPORTATION'S FIRST SET OF
INTERROGATORIES**

THE STATE OF NEVADA, on relation of its
Department of Transportation,

Counterclaimant,

vs.

FRED NASSIRI, an individual; DOES I through
X; and ROE CORPORATIONS I through X,
inclusive,

Counterdefendants.

Plaintiff/Counterdefendant Fred Nassiri, through his counsel, the law firm of Gordon
Silver, answers the Department of Transportation's First Set of Interrogatories as follows:

1 ANSWER:

2 Objection, the term "all facts and evidence" is vague, overbroad and ambiguous and
3 undefined in the interrogatories. The request does not seek information that is reasonably
4 calculated to lead to the discovery of admissible evidence pursuant to NRCP 26(b)(1).

5 Notwithstanding the aforementioned objections, my counsel made multiple requests to
6 NDOT for the appraisal NDOT used to value the Exchange Property. NDOT refused to provide
7 the appraisal. Thus, I was unaware of the extent of the assemblage premium that NDOT had
8 charged me.

9 See Nassiri000061-Nassiri000064; Nassiri000071-Nassiri000072; Nassiri000725-
10 Nassiri000875; Nassiri001236-Nassiri001425; Nassiri001471-Nassiri001484.

11
12 INTERROGATORY NO. 3:

13 State all facts and evidence You relied upon for Your allegation in paragraph 28 of the
14 Amended Complaint that "[a]s a further result of the 'fly over,' access to the Subject Property
15 from Blue Diamond Road has been eliminated."

16 ANSWER:

17 Objection, the term "all facts and evidence" is vague, overbroad and ambiguous and
18 undefined in the interrogatories.

19 Notwithstanding the aforementioned objection, prior to NDOT building the "fly-over,"
20 NDOT's representations of Blue Diamond Road provided the Subject Property multiple points of
21 access along Blue Diamond Road. After the construction of the "fly over," access to Blue
22 Diamond Road has been restricted to "one" point, which is above grade of the Subject Property,
23 making the sole point of access unfeasible.

24
25 INTERROGATORY NO. 4:

26 State all assessor parcel numbers that comprise the Subject Property (as defined in Your
27 Amended Complaint).

28 ///

EXHIBIT X

1 DISTRICT COURT
2 CLARK COUNTY, NEVADA
3 FRED NASSIRI, individually)
and as trustee of the NASSIRI)
4 LIVING TRUST, a trust formed)
under Nevada law,)
5)
Plaintiffs,) CASE NO.: A672841
6) DEPT. NO.: XXVI
vs.)
7)
STATE OF NEVADA, on relation)
8 of its Department of)
Transportation; DOE GOVERNMENT)
9 AGENCIES I-X, inclusive; DOE)
INDIVIDUAL I-X; and DOE)
10 ENTITIES 1-10, inclusive,)
)
11 Defendants.)
)
12)
AND ALL RELATED CROSS-CLAIMS.)
13)

14
15
16
17 EXPERT DEPOSITION OF KENNETH ACKERET, Ph.D.
18 LAS VEGAS, NEVADA
19 TUESDAY, JANUARY 6, 2015
20
21
22
23

24 REPORTED BY: AMBER M. RIGGIO, CCR NO. 914
25 JOB NO.: 231490



SUMMARY OF ACCESS LOCATIONS

Kimley»Horn

IN THE SUPREME COURT OF THE STATE OF NEVADA

THE STATE OF NEVADA, on relation of its
Department of Transportation,

Petitioner,

vs.

Case No. 70098

THE EIGHTH JUDICIAL DISTRICT
COURT, COUNTY OF CLARK, STATE OF
NEVADA, AND THE HONORABLE
GLORIA STURMAN, DISTRICT JUDGE,

Respondents,

and

FRED NASSIRI, individually and as trustee of
the NASSIRI LIVING TRUST, a trust formed
under Nevada law,

Real Party in Interest.

APPENDIX VOLUME 4, part 1

TO PETITION FOR WRIT OF MANDAMUS OR PROHIBITION

ADAM PAUL LAXALT, ESQ.
Attorney General
DENNIS V. GALLAGHER, ESQ.
Nevada Bar No. 955
Chief Deputy Attorney General
AMANDA B. KERN, ESQ.
Nevada Bar No. 9218
Deputy Attorney General
555 E. Washington Ave, Suite 3900
Las Vegas, Nevada 89101
Telephone: (702) 486-3420
Facsimile: (702) 486-3768
Email: akern@ag.nv.gov

WILLIAM L. COULTHARD, ESQ.
Nevada Bar No. 3927
ERIC M. PEPPERMAN, ESQ.
Nevada Bar No. 11679
Kemp, Jones & Coulthard, LLP
3800 Howard Hughes Parkway
17th Floor
Las Vegas, Nevada 89169
Telephone: (702) 385-6000
Facsimile: (702) 385-6001
Email: emp@kempjones.com

ATTORNEYS FOR PETITIONER

Document Description	Volume Number	Bates Number
Amended Complaint	1	PA00015-054
Answer to Amended Complaint and Counterclaim	2	PA00233-282
Answer to the State's Counterclaim	2	PA00283-292
Appendix to Nassiri's Opposition to Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	10	PA01841-2091
Appendix to Nassiri's Opposition to Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI...	11	PA02092-2281
Appendix to Nassiri's Opposition to the State's MPSJs Re Inverse Claim and Contract Claims	5	PA00808-977
Appendix to Nassiri's Opposition to the State's MPSJs Re Nassiri's Inverse Claim and Contract Claims...	6	PA00978-1150
Appendix to the State's Motion for Partial Summary Judgment on Nassiri's Contract Claims	4	PA00504-695
Complaint	1	PA00001-014
Hearing Transcript (4-1-15 Hearing on the State's MPSJ on Nassiri's Inverse Claim and Contract Claims)	13	PA02460-2540
Hearing Transcript (5-19-15 Transcript of Closing Arguments at Bench Trial)	13	PA02541-2634
Hearing Transcript (Motion to Dismiss)	1	PA00156-224
Hearing Transcript (MPSJ on Prayer for Rescission)	7	PA01391-1451
Hearing Transcript (MPSJ Re Rescission Based on Bench Trial Ruling)	9	PA01763-1812
Hearing Transcript.1 (Motion to Exclude Damages Evidence or Strike Harper-Oral Arguments)	12	PA02389-2455
Hearing Transcript.2 (Motion to Exclude Damages Evidence or Strike Harper-Announcement of Ruling)	12	PA02349-2388
Motion for Partial Summary Judgment on Nassiri's Contract Claims	4	PA00596-726
Motion for Partial Summary Judgment on Nassiri's	5	PA00727-754

Prayer for Rescission		
Motion for Partial Summary Judgment on Nassiri's Rescission Claim Based on the Court's Trial Ruling	8	PA01598-1614
Motion for Summary Judgment on Nassiri's Claim for Inverse Condemnation (with Appendix)	3	PA00293-503
Motion to Bifurcate/Confirm the May 4, 2015, Trial as a Bench Trial	7	PA01306-1339
Motion to Dismiss Filed by the State	1	PA00055-108
Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	9	PA01649-1746
Notice of Supplemental Authority Re MPSJs Filed by the State	7	PA01239-1249
Opposition to the State's Motion to Bifurcate/Confirm the May 4, 2015, Trial as a Bench Trial	7	PA01340-1390
Opposition to the State's Motion to Dismiss	1	PA00108-136
Opposition to the State's Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	9	PA01813-1840
Opposition to the State's MPSJ on Nassiri's Claim for Inverse Condemnation	5	PA00775-807
Opposition to the State's MPSJ on Nassiri's Contract Claims	5	PA00755-774
Opposition to the State's MPSJ on Nassiri's Prayer for Rescission	6	PA01151-1170
Opposition to the State's MPSJ on Nassiri's Rescission Claim Based on Trial Ruling	8	PA01615-1648
Order Re Motion to Bifurcate/Confirm May 4, 2015, Trial as Bench Trial	8	PA01552-1555
Order Re Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	12	PA02456-2457
Order Re MPSJ on Nassiri's Claim for Inverse Condemnation	8	PA01536-1543
Order Re MPSJ on Nassiri's Contract Claims	8	PA01526-1535
Order Re MPSJ on Nassiri's Prayer for Rescission	8	PA01544-1551
Order Re MPSJ on Nassiri's Rescission Claim Based on Trial Ruling	12	PA02458-2459
Order Re the State's Motion to Dismiss	1	PA00225-232
Reply in Support of the State's Motion to Dismiss	1	PA00137-155

Reply in Support of the State's Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	12	PA02282-2348
Reply in Support of the State's MPSJ on Contract Claims	6	PA01171-1201
Reply in Support of the State's MPSJ on Nassiri's Claim for Inverse Condemnation	7	PA01202-1238
Reply in Support of the State's MPSJ on Nassiri's Prayer for Rescission	7	PA01250-1305
Reply in Support of the State's MPSJ on Nassiri's Rescission Claim Based on Trial Ruling	9	PA01747-1762
Supplemental Trial Brief Filed by Nassiri	8	PA01505-1525
Supplemental Trial Brief Filed by the State	8	PA01494-1504
Trial Brief Filed by Nassiri	8	PA01479-1493
Trial Brief Filed by the State	8	PA01452-1478
Trial Ruling	8	PA01577-1597
Trial Ruling (with Handwritten Changes)	8	PA01556-1576

WILLIAM L. COULTHARD, LLP
3800 Howard Hughes Parkway
Seventeenth Floor
Las Vegas, Nevada 89169
(702) 385-6000 • Fax (702) 385-6001
kic@kempjones.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

WILLIAM L. COULTHARD, ESQ. (#3927)
w.coulthard@kempjones.com
ERIC M. PEPPERMAN, ESQ. (#11679)
e.pepperman@kempjones.com
MONA KAVEH, ESQ. (#11825)
m.kaveh@kempjones.com
KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway, 17th Flr.
Las Vegas, Nevada 89169
Telephone: (702) 385-6000
Facsimile: (702) 385-6001

ADAM PAUL LAXALT, ESQ. (#12426)
Attorney General
DENNIS V. GALLAGHER, ESQ. (#955)
Chief Deputy Attorney General
dgallagher@ag.nv.gov
AMANDA B. KERN, ESQ. (#9218)
Deputy Attorney General
akern@ag.nv.gov
OFFICE OF THE ATTORNEY GENERAL
555 E. Washington Avenue, Suite 3900
Las Vegas, Nevada 89101
Telephone: (702) 486-3420
Facsimile: (702) 486-3768
Attorneys for the State

DISTRICT COURT
CLARK COUNTY, NEVADA

FRED NASSIRI, individually and as trustee
of the NASSIRI LIVING TRUST, a trust
formed under Nevada law,

Plaintiffs,

vs.

STATE OF NEVADA, on relation of its
Department of Transportation; DOE
GOVERNMENT AGENCIES I-X,
inclusive; DOE INDIVIDUALS I-X; and
DOE ENTITIES 1-10, inclusive,

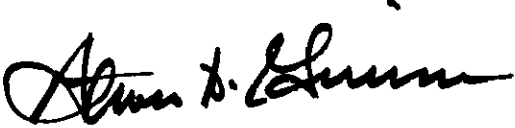
Defendants.

Case No.: A672841
Dept. No.: XXVI

**APPENDIX TO MOTION FOR
SUMMARY JUDGMENT ON
PLAINTIFF'S CLAIMS FOR: (1)
BREACH OF CONTRACT, (2) BREACH
OF THE IMPLIED COVENANT OF
GOOD FAITH AND FAIR DEALING,
AND (3) TORTIOUS BREACH OF THE
IMPLIED COVENANT OF GOOD
FAITH AND FAIR DEALING**

Date of Hearing:

Time of Hearing:

Electronically Filed
02/20/2015 05:06:44 PM

CLERK OF THE COURT

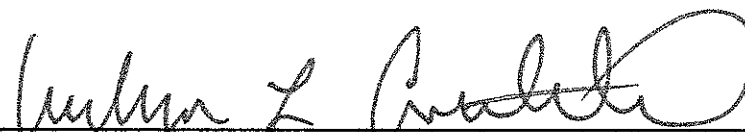
Pursuant to EDCR Rule 2.27(b), Defendant State of Nevada, on relation of its Department of Transportation, by and through its counsel of record, Kemp, Jones & Coulthard, LLP, and the Office of the Attorney General, hereby submits its Appendix to Motion for Summary Judgment on Plaintiff's Claims for: (1) Breach of Contract, (2) Breach of the Implied Covenant of Good Faith and Fair Dealing, and (3) Tortious Breach of the Implied Covenant of Good Faith and Fair Dealing.

Exhibit	Document Description	Page Nos.
A	Aerial Map	DEPT0001
B	Relevant pages from 2004 Environmental Assessment	DEPT0002— DEPT017
C	Notice of Intent to Study Letter dated July 7, 1999	DEPT018— DEPT031
D	Relevant pages from Steve Oxoby's deposition transcript	DEPT032— DEPT041
E	Acquisition Negotiator's Diary	DEPT042— DEPT043
F	Michael Chapman, Esq.'s resume dated October 10, 2003	DEPT044— DEPT046
G	Letter from Michael Chapman, Esq. to Director of NDOT dated April 19, 2004	DEPT047
H	Relevant pages from Gary Kent Appraisal Report	DEPT048— DEPT051
I	Letter from Greg Walch, Esq. to Michael Chapman, Esq. dated December 6, 2004	DEPT052— DEPT053
J	Letter from Michael Chapman, Esq. to Greg Walch, Esq. dated December 7, 2004	DEPT054
K	Letter from Greg Walch, Esq. to Michael Chapman, Esq. dated December 7, 2004	DEPT055
L	Letter from Greg Walch, Esq. to Michael Chapman, Esq. dated December 28, 2004	DEPT056
M	Letter from Tim Morse and John Kiehlbauch to Michael Chapman, Esq. dated January 20, 2005	DEPT057— DEPT059
N	Letter from Michael Chapman, Esq. to Greg Walch, Esq. dated January 25, 2005	DEPT060— DEPT061
O	Letter from Michael Chapman, Esq. to Greg Walch, Esq. dated January 27, 2005	DEPT062
P	Letter from Michael Chapman, Esq. to Heidi Mireles dated August 27, 2004	DEPT063— DEPT064
Q	Settlement Agreement	DEPT065— DEPT078
R	Letter from Michael Chapman, Esq. to Greg Walch, Esq. and Kirby Gruchow, Esq. dated March 1, 2005	DEPT079

Exhibit	Document Description	Page Nos.
S	Collection of various letters and correspondence	DEPT080— DEPT089
T	First Amendment to Settlement Agreement	DEPT090— DEPT095
U	Quitclaim Deed	DEPT096— DEPT102
V	Relevant pages from 2008 Environmental Assessment	DEPT103— DEPT116
W	Design-Build Contract	DEPT117— DEPT136
X	Plaintiff's Answers to Department of Transportation's First Set of Interrogatories	DEPT137— DEPT151
Y	Relevant pages from July 31, 2013 Court Hearing transcript	DEPT152— DEPT156
Z	Relevant pages from Fred Nassiri's deposition transcript	DEPT157— DEPT159
AA	Relevant pages from Michael Chapman, Esq. deposition transcript	DEPT160— DEPT161

DATED this 20TH day of February, 2015.

Respectfully submitted by:



William L. Coulthard, Esq. (#3927)
Eric M. Pepperman, Esq. (#11679)
Mona Kaveh, Esq. (#11825)
KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway
Seventeenth Floor
Las Vegas, Nevada 89169

Adam Paul Laxalt, Esq. (#12426)
Dennis V. Gallagher, Esq. (#955)
Amanda B. Kern, Esq. (#9218)
OFFICE OF THE ATTORNEY GENERAL
555 E. Washington Avenue, Suite 3900
Las Vegas, Nevada 89101
Attorneys for the State

INLET, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway
Seventeenth Floor
Las Vegas, Nevada 89169
(702) 385-6000 • Fax (702) 385-6001
kic@kempjones.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Certificate of Service

I hereby certify that on the 20th day of February, 2015, I served a true and correct copy of the above and foregoing **APPENDIX TO MOTION FOR SUMMARY JUDGMENT ON PLAINTIFF’S CLAIMS FOR: (1) BREACH OF CONTRACT, (2) BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, AND (3) TORTIOUS BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING** to all parties, via the Court’s e-filing service.

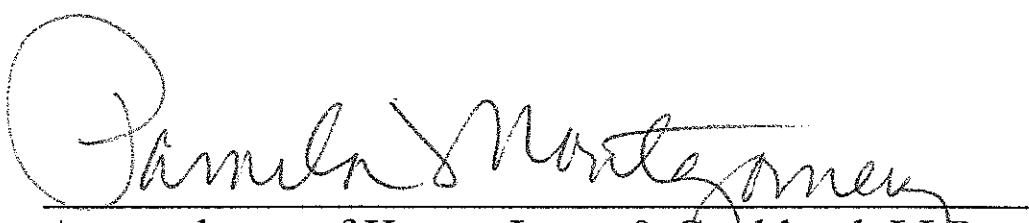

An employee of Kemp, Jones & Coulthard, LLP

EXHIBIT A

15

ALEXANDRIA
PROPERTIES
1.1 AC

NORTH

SOUTH

IR

NASSIRI
11.04 AC

NASSIRI
30.54 AC

NOT ACQUIRED
FROM ALEXANDRIA

NOT ACQUIRED FROM NASSIRI

ALEXANDRIA PROPERTIES
0.74 AC

ALEXANDRIA
PROPERTIES
28.92 AC

ALEXANDRIA
PROPERTIES
1.3 AC

NORTH

SOUTH

15

11

11

11

DEPT 001

Nassiri000127

PA00509

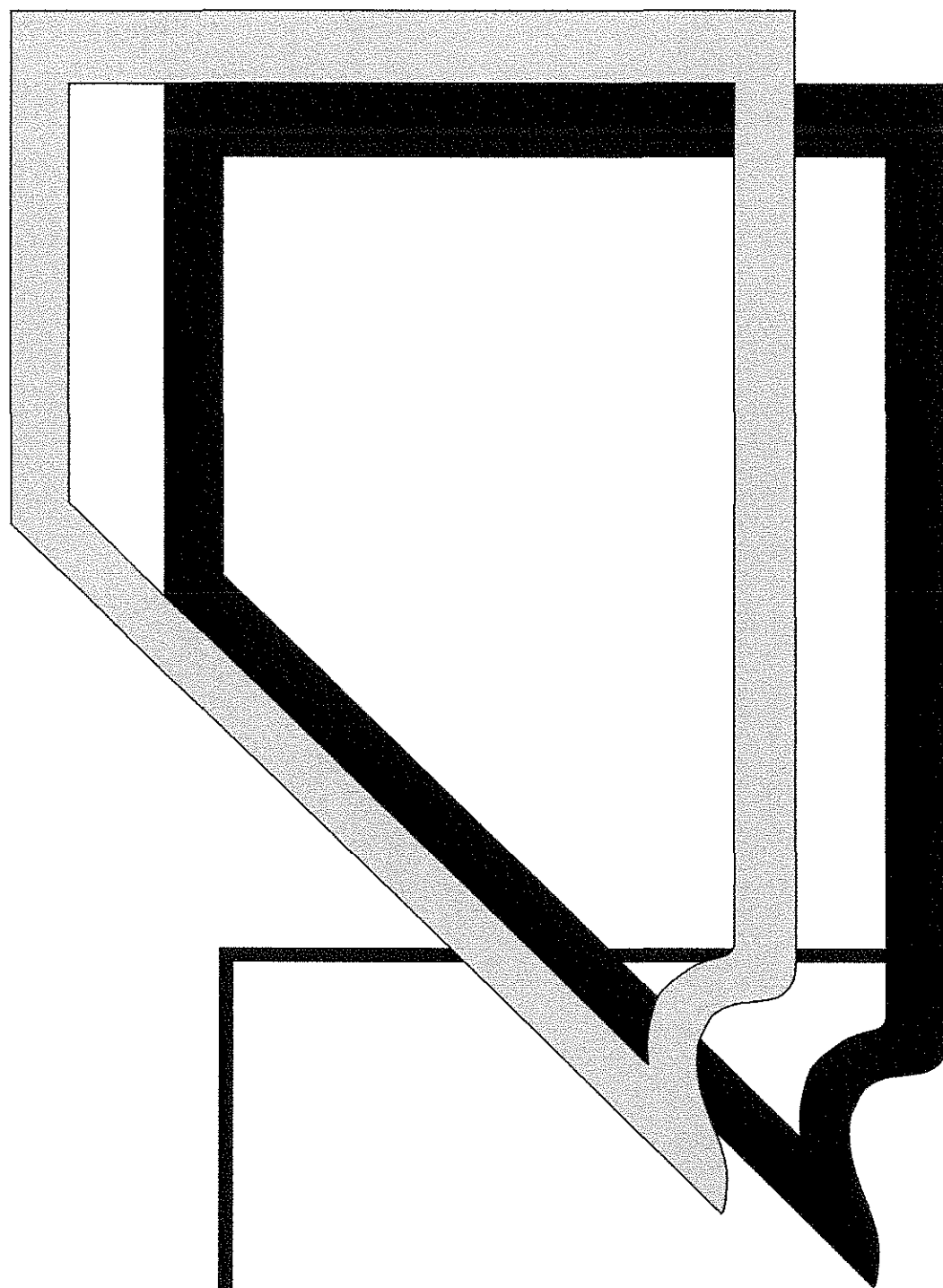
EXHIBIT B

ENVIRONMENTAL ASSESSMENT

FHWA-NV-EA 04.03

April, 2004

*Federal Highway Administration,
and the
Nevada Department of Transportation*



***SR 160 Widening & I-15 Interchange
Improvements, I-15 to Rainbow Blvd.
Clark County, Nevada***

I. Proposed Action

A. Description

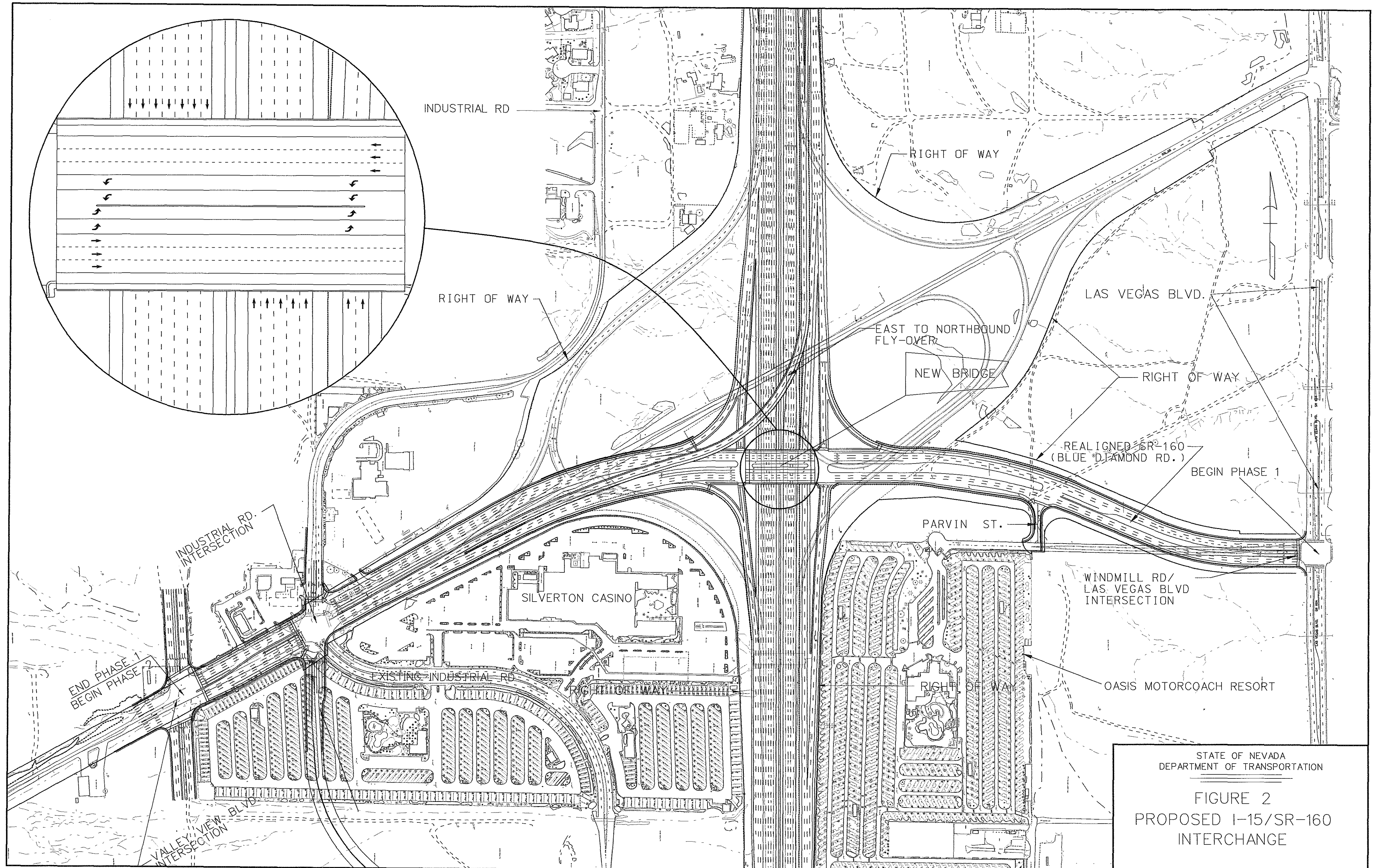
The Nevada Department of Transportation (NDOT), in cooperation with the Federal Highway Administration (FHWA) and Clark County, is proposing to improve State Route (SR) 160, Blue Diamond Highway, from Las Vegas Boulevard (SR-604) across Interstate 15 (I-15) to just west of Rainbow Boulevard (SR-595). This project proposes to widen SR-160 from two lanes to eight lanes, construct a grade separation on SR-160 at the Union Pacific Railroad (UPRR) crossing, reconstruct the interchange at SR-160 and I-15 and reconstruct the Warm Springs grade separation over I-15 (see Figure 1). In conjunction with the roadway and interchange improvements, the Lower Blue Diamond Detention Basin (LBDDDB) and inflow channel flood control facilities located adjacent to the UPRR north of the proposed project area and west of Decatur Boulevard, are proposed to be constructed. The channel and detention basin are identified as Master Plan facilities by the Clark County Regional Flood Control District (CCRFCD).

The proposed improvements to SR-160 would consist of realigning and widening the roadway to eight travel lanes (four in each direction) from Las Vegas Boulevard to Industrial Road and along the present alignment from Industrial Road west to Rainbow Boulevard. The roadway section will transition at Rainbow Boulevard to match the existing two-lane configuration. The proposed improvements include construction of a full access interchange at I-15, replacing the existing Blue Diamond Highway interchange, and connecting SR-160 on the east at Windmill Road and Las Vegas Boulevard. The UPRR at-grade crossing with SR-160 will be replaced with a new grade separation, eliminating the at-grade crossing. This project will also include a proposed design for a future eastbound SR-160 to northbound I-15 fly-over ramp to be constructed when traffic demand warrants have been met and funding is available. In addition to the work proposed on SR-160, the I-15/Warm Springs Road two-lane grade separation will be replaced with a new six-lane structure. Throughout the proposed project, 10-foot roadway shoulders will provide a safe and efficient east-west facility accommodating bicyclists; pedestrian facilities will consist of sidewalk, curb, and gutter.

The proposed project will be constructed in phases. Phase I is proposed to include the new SR-160 and I-15 interchange, the widening of SR-160 to an eight-lane roadway from Las Vegas Boulevard to Valley View, and the realignment of SR-160 between Industrial Road and Windmill Lane/Las Vegas Boulevard (see Figures 2-5). Construction will begin in late 2004 and is expected to last 18-24 months.

Phase II is proposed to include the widening of SR-160 to an eight-lane roadway from Valley View to Rainbow (see Figures 5-8). The at-grade UPRR crossing will be replaced with a grade separation over the railroad tracks. Mechanically stabilized earth (MSE) walls, at an approximate

This page left intentionally blank.



roadway shoulders across I-15 will be wide enough to accommodate bicyclists. The SR-160/UPRR grade separation will eliminate traffic queues and accidents at the at-grade crossing. In addition, constructing the channel and detention basin will allow reduction in the size and cost of drainage structures associated with the proposed roadway improvements while meeting capacity requirements to convey and store flows from 100-year storm events to protect downstream properties from potential flood damage.

Funding and construction of public and private facilities, through a variety of local sources including developer contributions, development fees, property taxes, sales taxes, and motor vehicle fuel taxes will avoid, minimize, and mitigate adverse cumulative socioeconomic and natural resource impacts associated with development within the project area. Ultimately, the effectiveness of growth management is dependent upon the local government and its enforcement of land use, zoning, and development ordinances. In that regard, the proposed project is consistent with the long-range transportation and development plans as envisioned for this area of the southwestern Las Vegas Valley.

III. Agency Coordination and Public Involvement

A. Intent-to-Study Letter

The letter reproduced in Appendix A was sent to the agencies and individuals listed immediately following this letter. This correspondence notified the recipients of NDOT's intention to study the proposed project, invited comments, and advised them of the scheduled Informational Meeting. Responses to the Intent-to-Study letter were received from various people and agencies. Copies of comments and concerns are in Appendix B, followed by responses.

B. Informational Meetings

The National Environmental Policy Act (NEPA) decision-making process for the project was initiated with a public information meeting held July 27, 1999 from 4:00 p.m. to 7:00 p.m. at the Enterprise Library, 25 East Shelbourne, Las Vegas, Nevada. Representatives from NDOT explained the proposed project and invited comments from those in attendance. Written and verbal statements submitted during the informational meeting and open comment period become part of the project record. Sixty-five people attended this meeting. A court reporter was present to transcribe comments from those who preferred to make a verbal statement. Four people offered verbal comments to the court reporter.

Three more meetings were held for the proposed project at the same location on February 23, 2000; May 7, 2002; and July 28, 2003. Again, representatives from NDOT explained the proposed project and invited comments from those in attendance. Thirty-seven people attended the February 23, 2000 meeting, with three people offering verbal comments to the court reporter. Fifty-one people attended the May 7, 2002 meeting, with two people offering verbal comments

to the court reporter. Forty-four people attended the July 28, 2003, with four people offering verbal comments to the court reporter.

Written and verbal comments and responses are presented for each public information meeting in Appendix B., followed by the verbatim text or oral transcript for reference.

Four public meetings were held for the proposed project. Comments and responses are summarized for each meeting in this appendix, followed by verbatim copies of the comments and letters received.

Public Informational Meeting
July 27, 1999

Clark County Department of Comprehensive Planning
Dempsey, Edward (oral)
Eskam, Ernest J. and Phyllis
Gutzman, Edward (oral)
John Hiatt (oral)
Jones Vargas, Attorneys at Law
Lionel Sawyer & Collins, Attorneys at Law
Merkin, Albert and Eunice
Nassiri, Fred
Olcott, George A.
Pacific States Investment Corp.
Potter, David
Sarles, Elizabeth and Peter
Silverton Hotel and Casino
Small, Steve J.
Thiessen, Ed (oral)
World Premier Investments

Nassiri, Fred

Comment (see B-38):

Mr. Nassiri noted that the all options presented would affect his 50-acre parcel located at the southwest corner of the Las Vegas Boulevard and Blue Diamond Road intersection. He also requested three full accesses to his property.

Response:

Mr. Nassiri is correct in that the realignment of SR-160 terminating at Windmill east of I-15 will affect his property. The alignments presented are correct, with only minor adjustments being made to the Parvin Street connection. The NDOT has been working with Mr. Nassiri and his engineer to address the access to his property. Mr. Nassiri is in consensus with the proposed design.

Olcott, George A.

Comment (see B-40):

Mr. Olcott expressed concerns about the safety and access of the center lane position of the northbound I-15 flyover for large, heavy vehicles (commercial trucks, motorhomes) and smaller passenger vehicles and intersection control at Industrial Road. He suggested consolidating the Industrial Road and Valley View intersections and widening Valley View. He also pointed out that a major park site was planned in the southeast area of Valley View and Robindale Road, the development of which could be impacted by realigning Valley View. He also requested pedestrian and possibly equestrian access across I-15 in conjunction with this project.

Response:

The flyover is a proposed configuration that may not be constructed for several years until traffic demand warrants it. Safety and operational characteristics will be evaluated prior to final design of the proposed flyover.

Clark County and the Silverton Casino propose to construct Industrial Road to change the alignment of Industrial and access to the Silverton Casino. This is expected to occur prior to construction of Phase 1 of this proposed project.

The area referenced in Mr. Olcott's letter is zoned for development as Rural Estates Residential (R-E) and is not zoned or identified as a park. Valley View will stay on its present alignment; Clark County Planning is responsible for evaluating the need to widen this street.

Pedestrian and bicycle access will be provided across I-15 as noted in previous responses. Equestrian access is not planned.

Nassiri

August 10, 1999

Daryl N. James, P.E.
Chief of Environmental Services Division
Nevada Department of Transportation
1263 South Stewart Street
Carson City, NV 89712

By Federal Express

RE: Blue Diamond Highway (R-160)

Dear Mr. James:

My name is Fred Nassiri and I am the current owner of the parcel located on the southwest corner of the existing intersection of Las Vegas Boulevard and Blue Diamond Road. (The subject property is highlighted in yellow in the enclosed map). I am in receipt of the Blue Diamond Highway Information Package and I have the following questions and comments.

My parcel will be affected by the realignment of the Blue Diamond overpass where it realigns with Windmill Road. My parcel is approximately 50 acres and I am interested in developing my parcel once the realignment is finalized. Will you provide me with updated design and construction schedules as the project continues? Each of the three options seem to have the same effect on my parcel, as all of the options occur on the west side of I-15. Is this correct and will there be more proposed realignments?

With the realignment, I will be interested in obtaining at least three (3) full access entrances (right-in, right-out, left-in and left-out) one of these on the realigned portion of Blue Diamond Road and two on Las Vegas Boulevard. Additionally, I am interested what you propose to do with the right-of-way for the existing Blue Diamond Road right-of-way once the realignment is completed.

To close, I am very interested in coordinating entrances to my site with this project and would like to be updated with the design and construction schedules. As well, I would like to discuss your future plans for the right-of-way or the possibility of purchasing the abandoned parcel from NDOT (highlighted in pink) with the realignment of Blue Diamond Road. I believe the realignment will benefit the entire area.

Thank you for accepting this letter as part of the public record.

Sincerely,

Fred Nassiri
Fred Nassiri
Property Owner

Nassiri Incorporated

6590 Bermuda Road • Las Vegas, Nevada 89119 • (702) 897-6900 • Fax (702) 897-3510

B-38

DEPT010

NV_NASSIRI001969
PA00519

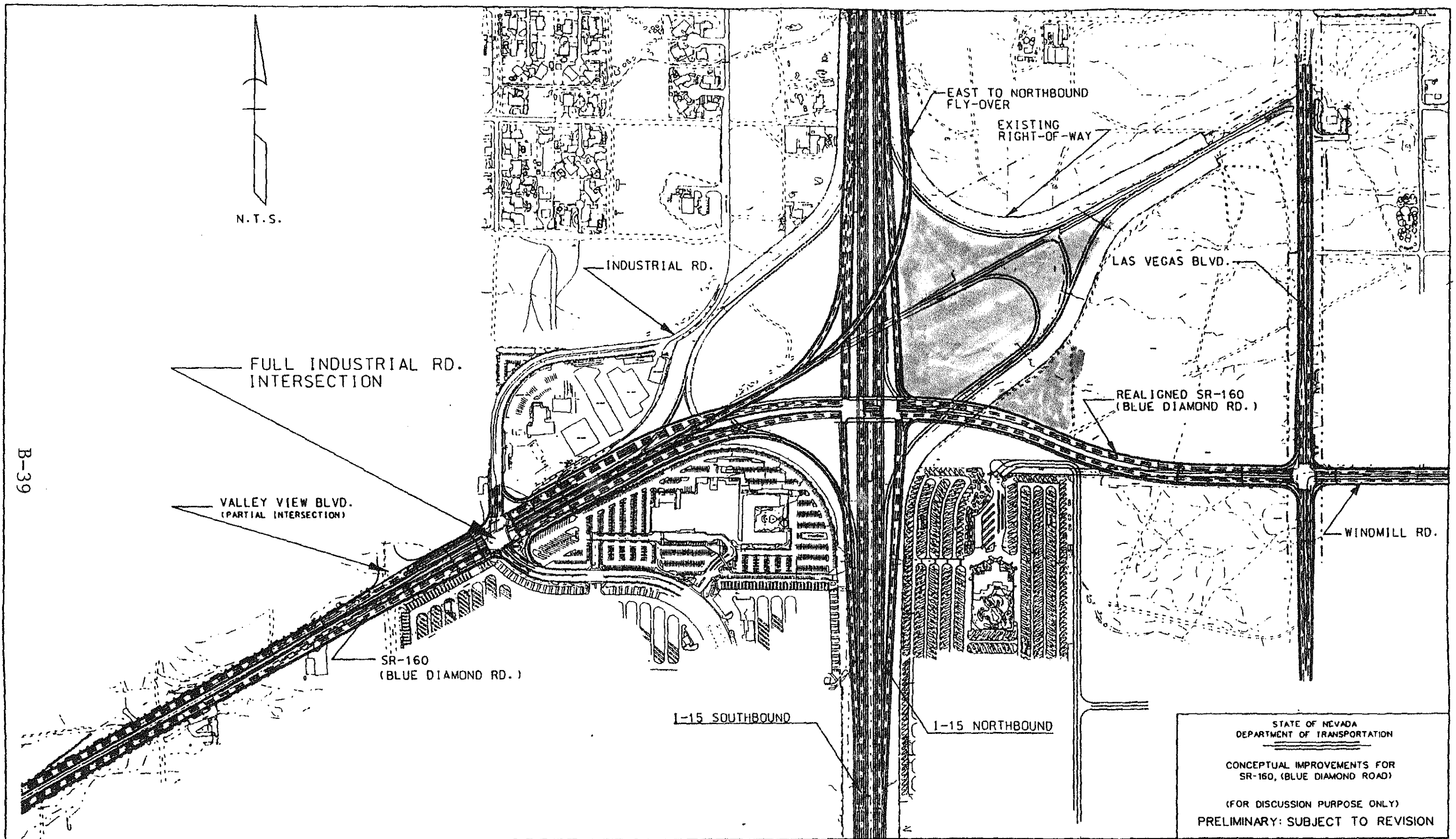


Figure 1-2A

**Public Informational Meeting
February 23, 2000**

Alper, Eliot A.
Eskam, Ernest J. and Phyllis
Graham, William
Helgerson, Leslie
Klees, Charlie
Lionel Sawyer & Collins
Loral Corporation
Nassiri, Fred
Pacific States Investment Corp.
Pearson, Kady Marie
Reeve, Bob
Ritter, Arthur (oral)
Sarles, Peter
Schendberger, Richard (oral)
State of Nevada, Department of Administration
State of Nevada, Department of Conservation and Natural Resources, Division of Wildlife
Thiessen, Ed (oral)

Alper, Eliot A.

Comment (see B-60):

Mr. Alper stated that he had a business located west of Valley View and south of SR-160. He indicated that he did not support the project and expressed concerns regarding the ability of his customers to access his business from the east via a left turn movement, whether right-of-way would be required from his property, and how long construction was expected to last.

Response:

- Access to this property will be a “right-in/right-out” turning movement; the median will prevent a left turn to directly access this business location.
- There will be a left turn pocket to turn onto Valley View from the east.
- Driveways will be constructed to at least match existing conditions.
- Construction for this phase of the project is proposed to begin in 2006 and is expected to last 18 months.
- If right-of-way is needed, NDOT will negotiate directly with the property owner under the guidance of the Uniform Act.

Eskam, Ernest J. and Phyllis

Comment (see B-61):

The Eskams restated their earlier concerns. See page B-4 for their comments and the NDOT’s response.

Graham, William

Comment (see B-63):

Mr. Graham stated that he owns property at the southeast corner of Ullom and SR-160. He expressed concerns with safety of Blue Diamond Road from Rainbow to Mountain Springs Pass. He also wanted to know if a right turn in/right turn out would be provided to access Ullom Street south of SR-160.

Response:

The widening of SR-160 from Rainbow Boulevard west to Mountain Springs is a potential future project that is not contained within the scope of this proposed project. Existing access will be perpetuated.

Helgerson, Leslie

Comment (see B-64):

Ms. Helgerson expressed concerns with the capacity of Rainbow when a 4000-home development goes in east of Rainbow and south of Warm Springs.

Response:

Rainbow Boulevard from SR-160 north to the 215 Beltway is to be widened by Clark County.

Klees, Charlie

Comment (see B-65):

Mr. Klees had questions regarding the proposed bicycle facility and signage on SR-160.

Response:

SR-160 is not designated as a bicycle facility; however, eight-foot shoulders will allow SR-160 to be used by bicyclists. The shoulder will be striped, and will also serve as a “breakdown” lane. Due to the development occurring in this area, and the need to accommodate multiple transportation modes, rumble strips will not be included in the project.

Lionel Sawyer & Collins

Representing Destiny Oasis Las Vegas RV Resort

Comment (see B-66):

Lionel Sawyer & Collins restated property-owner concerns regarding the proposed configuration of the I-15/SR-160 interchange and adverse impacts to the RV Resort.

Response:

The proposed project’s impacts have been discussed with the property owner and resolved, in agreement with the property owner, with the new Parvin Street connection to SR-160. Please refer to the NDOT’s previous response on page B-6.

Loral Corporation

Comment (see B-70):

The Loral Corporation requested a copy of the meeting transcript.

Response:

Information to obtain a copy of the transcript was sent to the Loral Corporation.

Nassiri, Fred

Comment (see B-71):

Mr. Nassiri stated that he owns property on the east side of I-15 and south of Blue Diamond Road (177-08-702-001 and 177-08-803-002). He expressed concerns that the alignment of SR-160 not shift any further north and requested that a right turn in, right turn out and left turn intersection be included with this project to provide access to his property from SR-160.

Response:

The NDOT has been in contact with the property owner to address his concerns. Please refer to the NDOT’s previous response on page B-7.

9/3/8

Statement for the Transcript of Public Meeting Proceedings
February 23, 2000
SR-160 Widening

Name: Fred Nassiri
Address: 6590 Bermuda Road
Las Vegas, NV 89119

Do you support this project?
Yes X No

Comments: I have had an opportunity to look at the proposed layout
for the widening of SR 160 that was presented at the February 23, 2000
informational meeting. I am the property owner of the parcels located
on the east side of I 15 south at the current Blue Diamond Road
(APN #177 08 702 001 & #177 08 803 002). It is my understanding that
the latest alignment of SR 160 has shifted to the north. I am concern
that this new alignment not move any further to the north. My
second concern or request is that a right turn in, right turn
out and left turn in intersection be included
with this project to provide access to my property from SR 160
To close I am in support of this project and want to continue
to be involved with this project

Fred Nassiri 3-7-2000

NOTE: Please remove this form from the packet, enter the information requested and place the completed form in a box marked "COMMENTS" at the meeting or mail to Mr. Daryl N. James, P.E., Chief, Environmental Services Division, Nevada Department of Transportation, 1263 South Stewart Street, Carson City, Nevada 89712 so that it will be received at NDOT by 5 P.M. on Friday, March 10, 2000. You may also give your comments to the public stenographer at the meeting. Thank you.

**Public Informational Meeting
May 7, 2002**

Bozanic, Milt
Christensen, Nick
Destiny RV Resorts, Oasis Las Vegas Motor Coach Park
Goetz, John C.
Ludwick, Jim (oral)
McCarran International Airport, Las Vegas
Milton, Fred and JoAnn
Nassiri, Fred
Reeve, Bob (oral)
Robert, January
Silverton Hotel and Casino
United States Dept. of Interior

dy 5/24

Nassiri

R

May 23, 2002

Mr. Daryl James P.E.
Environmental Services Division
Nevada Department of Transportation
1263 S. Stewart Street
Carson City, NV 89712

Dear Mr. James,

I attended the public hearing of May 7, 2002 regarding the SR 160 projects. My main interest is in the modification of the SR 160 at I 15 interchange and particularly the alignment of SR 160 as it crosses my property on its way to tie into Windmill Lane. My preference is to leave the alignment at its existing location because it would leave my property whole and therefore not reduce any of the options for it's development. My present plans are for hotel-casino uses. Because of the advantages to the traveling public and to the transportation system of tying directly into Windmill which ties into the I 215 Beltway, I am in support of the project even though I feel that there will be a significant reduction in the highest and best use of my property. Although the new alignment will bring more traffic through my property this won't offset the impacts of the property.

In order to have some offset to the impacts to my property, I will have to have a full movement signalized access to SR 160 somewhere between I 15 and Las Vegas Blvd. I realize that as a minimum a traffic study will be required, warrants met and a project in place for a signal to be installed.

I am willing to trade my property to the state for state's property of equal appraised value no longer needed for the interchange. I am assuming that this property would be contiguous to and to the west of my property. I am also willing to share with the state my plans for developing the property for state's appraisal purposes and to determine mutually agreeable access points.

Thank you for the opportunity to comment on the project.

Sincerely,

Fred Nassiri
Fred Nassiri

Nassiri Incorporated

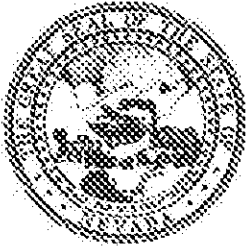
6590 Bermuda Road • Las Vegas, Nevada 89119 • (702) 897-6900 • Fax (702) 897-3540

B-94

DEPT017

NV_NASSIRI002025
PA00526

EXHIBIT C



STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712

KENNY C. GUINN
Governor

July 7, 1999

TOM STEPHENS, P.E., Director

In Reply Refer to:

See Attached List

Intent-to-Study
SR 160
Blue Diamond Highway
EA 72495

The Nevada Department of Transportation (NDOT), in cooperation with the Federal Highway Administration (FHWA) and Clark County, is proposing to improve SR 160, the Blue Diamond Road, from Las Vegas Boulevard to Rainbow Boulevard, in Clark County.

The proposed improvements consist of realigning and widening the existing roadway to six travel lanes (three in each direction) from Las Vegas Boulevard to Industrial Road and along the present alignment from Industrial Road to Rainbow Boulevard. The proposed improvements include reconstructing the existing interchange at I-15 and constructing a grade separation at the Union Pacific Railroad.

In compliance with the National Environmental Policy Act of 1969 (NEPA), NDOT is conducting an Environmental Assessment of the proposed project's impacts. This letter is intended to inform you of the current study and solicit your comments concerning the project. Areas of potential impact could include, but are not limited to, the following:

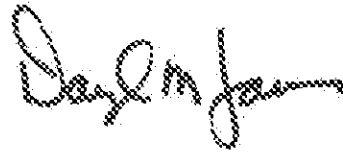
- | | |
|-----------------------|-------------------------------------|
| 1. Access | 9. Property Values |
| 2. Aesthetics | 10. Public Parks & Recreation Areas |
| 3. Air Quality | 11. Safety |
| 4. Archaeological | 12. Social Considerations |
| 5. Geology | 13. Vegetation |
| 6. Historic Buildings | 14. Water Quality & Hydrology |
| 7. Land Use | 15. Wildlife and Wildlife Refuges |
| 8. Noise Levels | 16. Hazardous Waste |

We would appreciate receiving any response you have by 5 p.m., Friday, August 13, 1999. If no response is received, the Department will assume you foresee no significant impacts in your particular area of responsibility or interest.

An Informational Meeting to brief interested individuals, groups, and agencies on the project and to receive comments and suggestions from them will be held on Tuesday, July 27, 1999, from 4:00 to 7:00 p.m. at the Enterprise Library, 25 East Shelbourne, Las Vegas, Nevada. A copy of the meeting notice is attached.

Comments or questions regarding the proposed project may be addressed to Daryl James, P.E., Chief, Environmental Services Division, Nevada Department of Transportation, 1263 South Stewart Street, Carson City, Nevada 89712, phone (775) 888-7013.

Sincerely,



Daryl N. James, P.E., Chief
Environmental Services Division

DNJ:MDN:hn
Attachment

TRANSPORTATION NOTICE
PUBLIC INFORMATION MEETING

PURPOSE OF
MEETING:

The Nevada Department of Transportation (NDOT), in cooperation with the Federal Highway Administration (FHWA) and Clark County is proposing to improve the Blue Diamond Highway (SR-160) from Las Vegas Boulevard to Rainbow Boulevard. The proposed improvements consist of realigning and widening the existing roadway to six travel lanes (three in each direction) from Las Vegas Boulevard to Industrial Road and along the present alignment from Industrial Road to Rainbow Boulevard. The proposed improvements will include reconstructing the existing interchange at I-15 and constructing a grade separation at the Union Pacific Railroad. We will display our preliminary layout and receive input from individuals, groups, and agencies interested in the project.

WHEN AND
WHERE:

The meeting will be held Tuesday, July 27, 1999 from 4:00 p.m. to 7:00 p.m. at the Enterprise Library, 25 East Shelbourne, Las Vegas, Nevada.

WHY:

The proposed project will increase traffic capacity, provide for alternative transportation modes and improve the existing interchange by providing easier and safer access to and from the SR-160 Interchange and the I-15 freeway system.

WHERE YOU
COME IN:

Members of the public are invited to attend the meeting at their convenience any time during the meeting hours (4:00 to 7:00 p.m.) and submit their comments in writing on a comment sheet provided at the meeting or in person to a public stenographer who will be available throughout the meeting.

In addition to any comments received at the meeting, written comments also will be accepted until 5:00 p.m., Friday, August 13, 1999. Please submit your comments to:

Daryl N. James, P.E., Chief
Environmental Services Division
Nevada Department of Transportation
1263 South Stewart Street
Carson City, Nevada 89712

IF RIGHT-OF-

WAY IS NEEDED: The Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 will govern the acquisition of any right-of-way necessary for this project. More detailed information on right-of-way acquisition and relocation assistance can be obtained by calling or visiting the Nevada Department of Transportation, Right-of-Way Office, 123 East Washington, Las Vegas, Nevada, telephone (702) 385-6540.

General information about the meeting can be obtained from Ted P. Bendure, Environmental Services Supervisor, Nevada Department of Transportation, 1263 South Stewart Street, Carson City, Nevada 89712, telephone (775) 888-7013.

Certain project materials are available on alternative formats upon request. A sign language interpreter will be available upon request. Contact Ted P. Bendure, Environmental Services Supervisor, Nevada Department of Transportation, 1263 South Stewart Street, Carson City, Nevada 89712, telephone (775) 888-7013 no later than Monday, July 19, 1999, so that arrangements can be made.

The Equal Opportunity Bus (EOB) 646-2062 is available for handicapped individuals to allow for participation in the meeting. Check with them for scheduling.

SR 160, Blue Diamond Highway
Mailing List - Intent-to-Study

U.S. Department of Agriculture
Natural Resources Conservation Service
2357A Renaissance Drive
Las Vegas, Nevada 89119

U.S. Department of Agriculture
Regional Forester
Forest Service, Region 4
324 25th Street
Ogden, Utah 84401

U.S. Department of Agriculture
Forest Service
1200 Franklin Way
Sparks, Nevada 89431

U.S. Department of the Interior
Bureau of Indian Affairs
P. O. Box 10
Phoenix, Arizona 85001

Bureau of Indian Affairs
1677 Hot Springs Road
Carson City, Nevada 89706-0646

U.S. Department of the Interior
U.S. Geological Survey
Water Resources Division
333 W. Nye Lane
Carson City, Nevada 89706

U.S. Department of the Interior
Chief, Environmental Impact
Assessment Program
U.S. Geological Survey, MS-760
Reston, Virginia 20192

U.S. Department of the Interior
Bureau of Land Management
P. O. Box 12000
Reno, Nevada 89520

Kevin Roukey
U.S. Army Corps of Engineers
Reno Regulatory Office
300 Booth Street, Room 2120
Reno, Nevada 89509

Regional Director, Western Region
National Park Service
600 Harrison Street, Suite 600
San Francisco, California 94107-1372

U. S. Department of the Interior
Bureau of Reclamation
P. O. Box 61470
Boulder City, Nevada 89006-1470

U.S. Department of the Interior
Regional Environmental Officer
Pacific Southwest Region
600 Harrison Street, Suite 515
San Francisco, California 94107

U.S. Department of the Interior
Regional Director, Region 1
Fish and Wildlife Service
911 N.E. 11th Avenue
Portland, Oregon 97232-4181

Dave Farrel (Mail Code: E-3-1)
Chief, Environmental Review Section
Office of Federal Activity
U.S. Environmental Protection Agency
75 Hawthorne Street
San Francisco, California 94105

Director
Division of NEPA Affairs
Department of Energy
Mail Station E-201, GTN
Washington, D.C. 20545

U.S. Department of Health & Human Services
Federal Office Building
50 Fulton Street
San Francisco, California 94102

U.S. Department of the Interior
U.S. Fish and Wildlife Service
1340 Financial Blvd. #234
Reno, Nevada 89502

Office of Ecology & Conservation
National Oceanic & Atmospheric Administration
U.S. Department of Commerce, Room 5813 (PP/EC)
14th and Constitution Avenue, N.W.
Washington, D.C. 20230

U.S. Department of Transportation
Chief, Airport District Office SSO-600
Federal Aviation Administration
831 Mitten Road
Burlingame, California 94010

Regional Director
Federal Emergency Management Agency
Region IX, Bldg. 105
Presidio of San Francisco, CA 94129

A-95 Clearinghouse
Heather Elliott
209 E. Musser #200
Carson City, Nevada 89710

Susan Hook
State Coordinator NFIP
2525 S. Carson Street
Carson City, Nevada 89710

S. Nevada Sierra Club
P. O. Box 19777
Las Vegas, Nevada 89119

Central Telephone
330 S. Valley View Boulevard
Las Vegas, Nevada 89152

Regional Transportation Commission
301 E. Clark Avenue, Suite 300
Las Vegas, Nevada 89101

Mr. Frank Luchetti
Sierra Pacific Power Company
P. O. Box 10100
Reno, Nevada 89510

Nevada Power Company
P. O. Box 230
Las Vegas, Nevada 89151

Southwest Gas
P. O. Box 98510
Las Vegas, Nevada 89193-8510

Ms. Sue Newberry
Department of Motor Vehicles
Office of Traffic Safety
555 Wright Way
Carson City, Nevada 89711-0999

Cheryl Blumstrom
Associated General Contractors
P. O. Box 40697
Reno, Nevada 89504

Bruce Woodbury, Chairman
Clark County Commission
P. O. Box 551601
Las Vegas, Nevada 89155-1601

Erin Kenny, Vice Chairman
Clark County Commission
P. O. Box 551601
Las Vegas, Nevada 89155-1601

Yvonne Atkinson-Gates
Clark County Commission
P. O. Box 551601
Las Vegas, Nevada 89155-1601

Dario Herrera
Clark County Commission
P. O. Box 551601
Las Vegas, Nevada 89155-1601

Lance M. Malone
Clark County Commission
P. O. Box 551601
Las Vegas, Nevada 89155-1601

Myrna Williams
Clark County Commission
P. O. Box 551601
Las Vegas, Nevada 89155-1601

Thom Reilly
Administrative Services Director
P. O. Box 551712
Las Vegas, Nevada 89155-1712

Dale Askew
County Manager
P. O. Box 551111
Las Vegas, Nevada 89155-1111

Martin J. Manning
Public Works Director
P. O. Box 554000
Las Vegas, Nevada 89155-4000

Oasis LV Motor Coach Park
6345 Balboa Boulevard #112
Encino, CA 91316-1517

Fred Nassiri
6950 Bermuda Road
Las Vegas, Nevada 89119-4305

Oasis LV Motor Coach Park
c/o Haverford Capital Inc.
300 N. Continental Blvd. #360
El Segundo, CA 90245-5023

National Auto Truckstops Inc.
c/o L. Zygmunt
c/o Tax Department
24601 Center Ridge Road #200
Westlake, OH 44145-5600

I V A C
c/o L. Casey
13191 Crossroads Pkwy N
6th Floor
City of Industry, CA 91746-3421

USA
Washington DC 20260

P & S Commercial LLC
2110 E. Flamingo #204
Las Vegas, Nevada 89119

Ernest & Kathleen Becker
50 S. Jones Blvd. #100
Las Vegas, Nevada 89107-2673

Howard Needham
3216 W. Charleston Blvd.
Las Vegas, Nevada 89102-1983

Pedro Arturo Flores
5315 Avenue Q
Galveston, TX 77551-5154

John & Joy Davis
3023 SW Scholls Ferry Road
Portland, OR 97221-1354

Donald Tripole
P. O. Box 2022
Las Vegas, Nevada 89125-2022

S W T & E Inc.
401 N. Buffalo Drive #205
Las Vegas, Nevada 89128-0397

Blue Diamond Trust LLC
c/o Southwest Escrow Co.
401 N. Buffalo #205
Las Vegas, Nevada 89128

Diamond Buildings Trust LLC
c/o Paragon Coml Real Est
101 Convention Center Drive #1204
Las Vegas, Nevada 89109

Patrick Snyder
Maurice Family Trust
c/o A & D Maurice Trs Enterprise
7037 Berkshire Place
Las Vegas, Nevada 89147

Robert J. Bracken et al
5615 S. Cameron #B
Las Vegas, Nevada 89118

Blue Diamond Ranches LLC
c/o Diversified Realty
911 N. Buffalo #201
Las Vegas, Nevada 89128-0381

Vincent & Rita Cervoni
2801 Crystal Beach Drive
Las Vegas, Nevada 89128-6908

Ralph & Larene Secrist
2130 E. Stewart Street
Las Vegas, Nevada 89101

Genevieve Bonamy
2209 28th Ct SE
Auburn, WA 98002-7091

Albert & Eileen Massi
3202 W. Charleston Blvd.
Las Vegas, Nevada 89102-1932

Garrity 1985 Trust
Larry & Edith Garrity
1800 Willow Trl
Las Vegas, Nevada 89108-1927

Joan R. Sommers
3126 Trueno Road
Henderson, Nevada 89014-3650

Blue Diamond Ranch II LLC
7001 N. Scottsdale Road #1040
Scottsdale, AZ 85253-3665

Jack & Edwina Owens et al
1919 Waldman Avenue
Las Vegas, Nevada 89102

Ronald Reiss Trs
c/o Reiss Corp.
4485 S. Pecos Road
Las Vegas, Nevada 89121-5029

Norbert & Avis Jansen
Family Trust
3734 Las Vegas Blvd S
Las Vegas, Nevada 89109-4322

Cathy & Robin Conrado
1408 Maria Elena Drive
Las Vegas, Nevada 89104

RMS Inc.
4620 W. Blue Diamond Road
Las Vegas, Nevada 89139-7610

David & Nongnuch Floyd
6221 Even Sail Drive
Las Vegas, Nevada 89115-6968

David & Michele Miller
3220 W. Meranto Avenue
Las Vegas, Nevada 89139-8329

William Graham Trs
9160 Industrial Road
Las Vegas, Nevada 89139-8123

Milton Bozanic
3430 E. Flamingo Road #226
Las Vegas, Nevada 89121-5065

Melody Marc
1345 Termino Avenue
Long Beach, CA 90804

Jerry Appelhans et al
4515 W. Ford
Las Vegas, Nevada 89139-7605

County of Clark
(Aviation)
P. O. Box 11005
Las Vegas, Nevada 89111-1005

Eulas E. Lunsford
4324 Fulton Place
Las Vegas, Nevada 89107-4151

Donald & Ruth Charley
4085 Maulding Avenue
Las Vegas, Nevada 89139-5823

Paul & Stella Specht
Family Trust
9165 Hauck Street
Las Vegas, Nevada 89139-7542

Mario & Judith Drago
Family Trust
2805 Channel Bay Drive
Las Vegas, Nevada 89128

Morton & Rosalind Galane
302 E. Carson Avenue #1100
Las Vegas, Nevada 89101-5909

Loral Corp
225 Falcon Bridge Road
Sudbury, Ontario
Canada P3A 3K5

Roy & Pianka Pool
7495 W. Robel
Las Vegas, Nevada 89117

Chinsuk Kim
5855 S. Gateway
Las Vegas, Nevada 89120-2627

Ithak & Helen Nurkin
3255 W. Cactus Avenue
Las Vegas, Nevada 89139-8840

Gene Austin Bogenberger
300 Kingsford
Monterey Park, CA 91754

Fredrick & JoAnn Milton
Martin & Lila Otelsberg
1905 N. Decatur
Las Vegas, Nevada 89108-2209

Lawton & Aloma Powers
2110 E. Flamingo Road #204
Las Vegas, Nevada 89119

Eliot Arby Alper
3955 Blue Diamond Road
Las Vegas, Nevada 89139-7722

Dorothy Papazian
N. Sternberg
c/o Foodmaker Inc.
c/o Tax Department
9330 Balboa Avenue
San Diego, CA 92123-1516

Terrible Herbst Inc.
c/o 5195 Las Vegas Blvd S
Las Vegas, Nevada 89119-3209

EXHIBIT D

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

DISTRICT COURT

CLARK COUNTY

-o0o-

FRED NASSIRI, an individual;
et al.,

Case No. A672841

Department No. XXVI

Plaintiffs,

vs.

STATE OF NEVADA, on relation
of its DEPARTMENT OF
TRANSPORTATION, et al.,

Defendants.

_____ /

DEPOSITION OF

STEVE OXOBY

January 22, 2015

Reno, Nevada

REPORTED BY: CONSTANCE S. EISENBERG, CCR #142, RMR, CRR

Job No. 232701-B

1 A No.

2 Q Did you speak to anyone who is representing Mr. Nassiri
3 prior to your deposition?

4 A No.

5 Q You received a subpoena to produce documents in this
6 case. Do you recall that?

7 A Yes.

8 Q And the documents that you reviewed in preparation for
9 your deposition today, your notes, was everything that you
10 reviewed part of the documents that you produced as part of your
11 response to that subpoena?

12 A I believe so.

13 Q You were previously employed by Nevada Department of
14 Transportation; is that true?

15 A Yes.

16 Q And for the ease of the deposition, I'll refer to the
17 Department of Transportation as "NDOT."

18 When did you start working for NDOT?

19 A 1972.

20 Q What was the -- and you no longer work for NDOT,
21 correct?

22 A As a consultant.

23 Q Today, you do?

24 A Not directly, just as a consultant.

25 Q When did you leave NDOT?

1 A 2001.

2 Q Do you recall the month?

3 A April.

4 Q And what was the position that you held when you left
5 your job at NDOT?

6 A I was the chief of roadway design.

7 Q How long did you hold that position as chief of roadway
8 design?

9 A I don't recall. It was like in the range of six or
10 seven years.

11 Q And just generally, what were your duties and
12 responsibilities as the chief of roadway design with NDOT?

13 A All the highway construction or the design for the
14 highway construction was done under my -- me and my staff, for
15 state highways.

16 Q So any highway in the state, you or your department was
17 involved in the design process?

18 A Yes.

19 Q Did you ever hire outside design companies?

20 A Yes. We were just starting to do that.

21 Q When you left?

22 A Yeah.

23 Q You are an engineer by trade?

24 A Yes.

25 Q What licenses or certifications do you hold in your

1 field?

2 A I have a -- I'm registered as a professional engineer in
3 the civil engineering discipline.

4 Q And when did you receive that certification?

5 A '7- -- 1979, something like that.

6 Q Where did you go to work after you left NDOT?

7 A I went to work for Carter-Burgess.

8 Q What kind of company is Carter-Burgess?

9 A Engineering company.

10 Q And are you still with Carter-Burgess?

11 A In a way. They were bought out by Jacobs, and I'm still
12 with them.

13 Q So you are employed by Jacobs Engineering?

14 A Currently, yes.

15 Q And is part of your job with Jacobs Engineering, you do
16 consulting for NDOT?

17 A Yes, or other cities and municipalities.

18 Q Are you currently consulting with NDOT on any projects?

19 A Yes.

20 Q Which ones?

21 A USA Parkway.

22 Q Where is that located?

23 A It comes out of the Tahoe-Reno Industrial Center and
24 heads down south to Highway 50 near Silver Springs.

25 Q When you consult on these projects, what kind of things

1 do you do?

2 A We design the roads, the quantities, make estimates,
3 prepare plans for construction.

4 Q When you were with NDOT, were you aware of the SR-160
5 realignment project?

6 A Yes.

7 Q Were you involved in that project at all?

8 A A little bit. In reviewing the stuff I submitted, came
9 across a letter from me to -- I'm not sure who it was to -- an
10 attorney for -- I don't remember who it was, but it was regarding
11 this project.

12 MR. PEPPERMAN: Okay. I have that letter.

13 Attach as Exhibit 1, please.

14 (Exhibit 1 marked for identification.)

15 BY MR. PEPPERMAN:

16 Q You've been handed a letter marked as Exhibit 1. It's a
17 letter from Dan Reaser and Brian Harris from Lionel Sawyer &
18 Collins to you regarding the proposed realignment of
19 SR-160/Blue Diamond Highway, EA 72495.

20 Do you recall receiving this letter?

21 A No.

22 Q The letter says that "Dear Steve, thank you for your
23 letter of December 21st, 1999."

24 I don't have that letter with me, but is it fair to
25 assume that they are writing in response to a letter that you

1 sent?

2 A Yes.

3 Q Is that the letter that you reviewed in preparation for
4 your deposition today?

5 MR. OLSEN: Objection, vague and ambiguous. Which --
6 this one or the '99 letter?

7 MR. PEPPERMAN: The 1999 letter.

8 THE WITNESS: I believe so.

9 BY MR. PEPPERMAN:

10 Q Did you review this letter in preparation for your
11 deposition today?

12 A No.

13 Q What -- as part of your job at NDOT, what was your
14 involvement with the Blue Diamond realignment project?

15 A I had very little involvement. Most of the involvement
16 that I ever have on projects is when there is a problem, unless
17 it's -- you know, it's a big project.

18 But I don't remember much involvement with this project.

19 Q Do you remember what the project entailed?

20 A Yeah. It -- yes, it realigned the existing Blue Diamond
21 Road and got rid of the old ramps and built four new ramps on the
22 realignment of Blue Diamond Road, which was realigned to line up
23 with Windmill.

24 Q Were you aware of any plans for a flyover at the
25 intersection of Blue Diamond and I-15 as part of the realignment

1 project?

2 MR. OLSEN: Objection, vague and ambiguous, lacks
3 foundation.

4 You can answer.

5 THE WITNESS: I knew there was plans for a flyover
6 eventually.

7 BY MR. PEPPERMAN:

8 Q So those plans were not part of the Blue Diamond
9 realignment project as stated in this letter EA 72495, project
10 number SPSR-160006?

11 MR. OLSEN: Objection, vague and ambiguous.

12 You can answer.

13 THE WITNESS: So this is talking about a flyover?

14 BY MR. PEPPERMAN:

15 Q No. Just, the letter in Exhibit 1, it references "EA."

16 A Uh-huh.

17 Q What is "EA," do you know?

18 A "Engineering authorization."

19 Q And there's a number, 72495.

20 A Uh-huh, yeah.

21 Q What does that number tell you, as an engineer for NDOT?

22 A That they used this number to describe the project. So
23 we could charge any charges -- engineering charges would go to
24 this number, which would go to this project.

25 Q So earlier, when you said you were aware of future plans

1 meeting or whatever in the left margin.

2 Q At some time during your involvement with Mr. Nassiri,
3 did you become aware that Mr. Nassiri was attempting to acquire
4 the excess property based on the new realignment of Blue Diamond?

5 A I believe we discussed it, yes. As a matter of fact, I
6 think that was kind of a big deal, that he would want to get that
7 extra property. But you also have Ray Koroghli who would also
8 want excess property, if available.

9 Q Was it your understanding that both Mr. Nassiri and
10 Mr. Koroghli wanted any excess property created as a result of the
11 Blue Diamond realignment?

12 A That's my understanding or my memory.

13 (Exhibit 5 marked for identification.)

14 BY MR. PEPPERMAN:

15 Q You've been handed what's marked Exhibit 5. It's a
16 letter to Mr. Daryl James from Lee Knight on behalf of Oasis
17 Las Vegas Motor Coach Park.

18 Mr. Knight says that he attended a May 7th, 2002, public
19 hearing regarding SR-160. He discusses some concerns regarding
20 the realignment, and there's a Post-it fax note at the bottom that
21 says "to Steve Oxoby."

22 Do you see that?

23 A Yes.

24 Q Have you seen this letter before?

25 A Yes.

1 **Q In what capacity did you see this letter?**

2 A I would have to have been working for Nassiri at this
3 time because I had left NDOT.

4 **Q This Post-it fax note, have you seen this type of mark**
5 **on a document before?**

6 MR. OLSEN: Objection, vague and ambiguous.

7 THE WITNESS: Looks familiar.

8 BY MR. PEPPERMAN:

9 **Q Do you know why you received this letter?**

10 A No, I don't. It's got Daryl James' initials up at the
11 top left, so I didn't see it until after he saw it. So how I got
12 it, I have no idea.

13 **Q Do you know if NDOT used these Post-it fax notes while**
14 **you were there?**

15 A Yes, I think so. They look familiar.

16 And it says from NDOT environmental, which means -- I'm
17 assuming it came to Daryl James, and then he sent it over to me.
18 But I wasn't working in 2002 at NDOT.

19 **Q Do you have any specific recollection of whether**
20 **Mr. James sent this to you or not?**

21 A No, I don't.

22 **Q Do you have any recollection of why Mr. James would send**
23 **this to you?**

24 MR. OLSEN: Objection, asked and answered.

25 You can answer.

1 review whether the design is completely within NDOT's
2 right-of-way?

3 A No.

4 Q That's not part of your consideration?

5 A No.

6 Q Do you know whether the flyover design was part of the
7 State's right-of-way in this case?

8 MR. OLSEN: Objection. He has already said it's not
9 part of his review. Also calls for a legal conclusion,
10 irrelevant, lack of foundation.

11 THE WITNESS: I do remember that when the original
12 interchange was laid out, I do remember a line showing the
13 flyover, you know, from a plan view, and it was within the ramps.

14 In other words, it didn't take any more right-of-way
15 than the Blue Diamond -- new Blue Diamond ramps took. So it was
16 within that. So if that's, in fact, what was built, then it would
17 have been within NDOT right-of-way.

18 BY MR. PEPPERMAN:

19 Q But you don't know one way or the other, right?

20 A No, I've got to assume so. Otherwise, somebody would be
21 inverse condemning NDOT for taking right-of-way but not paying
22 them for it.

23 Q When you were performing your quality review or your
24 quality certification, did you ever believe that the design
25 infringed on any of Nassiri's property rights?

EXHIBIT E

ACQUISITION NEGOTIATOR'S DIARY

NDOT SPSR-160 (006) Blue Diamond Road

Project: SPSR-160(006)
E.A.: 72495
Parcels: S-160-CL-000.016 & .106TE

Contact: Fred Nassiri

Owner(s) Fred Nassiri
Mailing Address: 6950 Bermuda Rd, Las Vegas, NV 89119-4305
Phone No.: 702-897-3500
Site Address: SW Corner of Las Vegas Blvd. and SR-160 Blue Diamond Rd.

Approved Appraisal Value & Amount Offered: \$4,666,000.
Offer Presented Date: April 6, 2004 (Hand Delivered)

Revised Amount Offered:
Revised Offer Presented Date:

3-9-04 Received Appraisal Reports, Preliminary Title Package, Maps, from Carol King, Project Manager, NDOT for the above referenced parcel.

3-10-04 Viewed the above referenced property.

3-22-04 Contacted Mr. Fred Nassiri to make arrangements to present the States Offer. Mr. Nassiri said he was leaving for a vacation and would have his assistant contact me to set a date after his return.

3-24-04 Contact Mr. Nassiri's assistant and set a date to present the States Offer on April 6, 2004 at 11:00AM.

4-6-04 Presented the States Offer to Mr. Fred Nassiri. He was given a presentation package that contained my business card, Letter of Offer, Appraisal Summary Statement, Public Highway Agreement, Deed Forms, Inventory of Improvements, an original appraisal report, pamphlet titled "Nevada Highways and your Property" and various maps pertaining to his property.

Mr. Nassiri had few questions insofar as the appraisal process or the value placed on his property. He was also in agreement that the project was needed and that it would benefit the increased traffic that is relevant due to the robust economy that Las Vegas is experiencing.

Almost from the onset of the conversation Mr. Nassiri was more interested in obtaining information concerning the northerly abutting property that is now known as Blue Diamond Rd between Las Vegas Blvd and I-15.

I told him that at this point in time the State could not designate the above property as "surplus property". However, at some point in the future and most likely after the conclusion of the highway construction it would be taken into consideration by NDOT to offer the property to adjacent property owners or owners that had a previous interest in the property.

Mr. Nassiri said he wasn't interested in buying the property at a value that may be placed on it three years from now. He said he wanted to pay "today's" price for the property and not some inflated amount.

I told Mr. Nassiri that the best way for me to help guide him through the acquisition process was for him to make his interest be known by putting everything in writing. I gave him Mr. Snyder's name and address at NDOT and we concluded our meeting.

EXHIBIT F

MICHAEL G. CHAPMAN

Attorney at Law
9585 Prototype Court
Suite C
Reno, NV 89521
(775) 827-1866
Fax (775) 827-1872

FROM OASIS FILE

October 10, 2003

Ray Koroghli
Oasis Las Vegas
2711 Windmill Lane
Las Vegas, NV 89123

Dear Mr. Koroghli:

You requested information about my firm and a statement of our fees.

I formed this practice in 1994 after serving ten years with the Office of the Attorney General representing NDOT. While with NDOT I handled a variety of matters including eminent domain, relocation assistance, property management, and others. I acquired eminent domain experience by litigating dozens of cases in the courts of Washoe, Carson City, Clark and Elko Counties. These cases involved millions of dollars in acquisition funds and significant legal issues, as well. I became personally acquainted with all of the expert witnesses we usually see in eminent domain trials, as well as with the lawyers who represent government agencies.

In private practice I have concentrated in eminent domain, successfully representing landowners and condemning agencies. The following is a partial list of eminent domain matters I have successfully concluded while in private practice.

1. City of Sparks downtown redevelopment: I acquired all of the land for the Victorian Square Project. This involved approximately 15 eminent domain cases running simultaneously over about a two year period. Several of the cases went to jury trial; most were settled. I also handled the quiet title action which was needed to clear title to the streets in this six-square block area. I also assisted with relocation issues.

2. Clark County School District acquisitions: Our client, the Clark County School District, builds an elementary school every month to keep up with the population growth. We have successfully acquired land for elementary schools. One case was settled; a second is on-going and involves the acquisition of the fee title to a shopping center by negotiation, the acquisition of leasehold interests by litigation, and relocation issues.

3. Nevada Power acquisitions: I have served as an eminent domain consultant to Nevada Power Company in Clark County for about 6 years, and have assisted in the preparation of District Court and Nevada Supreme Court cases. Currently, we are co-counseling a case against the City of

Email - michael@chapman.reno.nv.us Web site - www.michaelchapman.com

Chapman000002

44660

DEPT044

Las Vegas regarding inverse condemnation issues arising from a dispute over a franchise agreement.

4. St. James's Village v. NDOT: As co-counsel with John Frankovich of McDonald, Carano, we negotiated a settlement regarding NDOT's acquisition of about 90 acres of right of way for the extension of I-580 from Reno to Carson City. This was the largest eminent domain payment by settlement in the history of Nevada. My client, the property owner, received 17 million dollars.

5. Regional Transportation Commission v. South Meadows: I represented property owner South Meadows against the RTC, and successfully negotiated a settlement on the eve of trial that was about 7 times the RTC's first offer.

6. Clark County Public Works v. Monument Pointe: We represented Clark County in this case against a developer who testified he needed \$4.6 million just compensation for an acquisition required for the Southern Beltway in Henderson. Our appraiser testified to \$8,600.00, and the jury awarded \$104,600.00.

7. South Lake Tahoe v. Jack Van Sickle: We represented property owner Jack Van Sickle defending the acquisition by the City Redevelopment Agency of about 9 separate parcels in South Lake Tahoe, including both undeveloped land and developed commercial property. We successfully settled all of the cases at the substantial increase above the offer.

8. McLeod v. City of Henderson: We represented the landowner in negotiations to sell land near Stephanie Street and the Southern Beltway to the City for a flood control project and obtained a settlement substantially higher than the offer.

There are many other cases on both sides which we have successfully concluded; these are representative examples.

We work in eminent domain state-wide, and are familiar with the courts and judges in all locations. Further, we have worked with expert witnesses in all of the disciplines likely to be used in eminent cases, such as appraisers, engineers, economists, land-use consultants, and so on.

The personnel of the law firm are as follows:

a. Michael G. Chapman, Attorney at Law: I am the owner of the firm. I graduated from the University of Idaho School of Law in 1984.

b. Michelle Stone: Michelle is the firm's Associate Attorney. She graduated from the University of Oregon School of Law in 1997.

c. Maureen Tucker: Maureen is the firm's paralegal.

d. Elizabeth Gilpin: Legal secretary and office manager.

e. Cassandra Wedlake: Receptionist.

Ray Koroghli
Page: 3
October 10, 2003

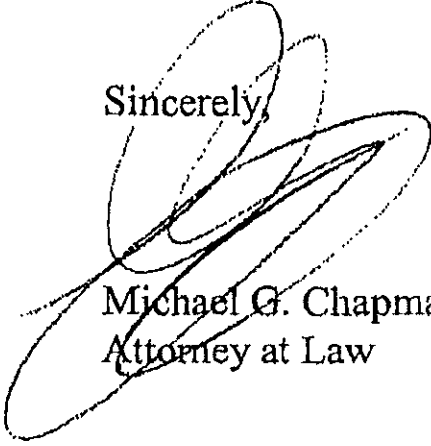
f. Jessica Taylor: Receptionist.

g. Others: When needed, we augment our staff by retaining experienced attorneys on a contract basis.

We will work on an hourly basis or a contingent fee basis. Sample contracts are attached.

I look forward to seeing you on October 27, 2003 at your office.

Sincerely,



Michael G. Chapman
Attorney at Law

MGC/eg

Enclosures (2)

W:\Oasis, NDOT\Firm Resume.ltr.wpd

Chapman000004

DEPT046

PA00559

EXHIBIT G

MICHAEL G. CHAPMAN, P.C.
Attorney at Law

Michael G. Chapman
Michelle Stone
Kevin Bertonneau*
*Licensed in CA & NV

9585 Prototype Court, Ste. C
Reno, Nevada 89521
Telephone (775) 827-1866
Facsimile (775) 827-1872

April 19, 2004

Jeffrey Fontaine, Director
Nevada Department of Transportation
1263 S. Stewart St.
Carson City, NV 89701

Via Facsimile 775/888-7201
and First Class Mail

Re: NDOT v. Nassiri
Our File No.: 470

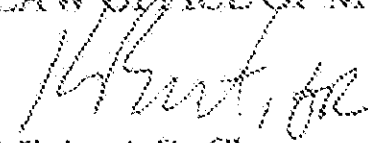
Dear Mr. Fontaine:

This firm represents Mr. Nassiri. The department recently made an offer to purchase approximately 4 acres of his property for improvements to the Blue Diamond interchange.

Mr. Nassiri is interested, however, in trading the land for land nearby which will be owned by the department in the after-condition. An adjustment in price can be made for any difference in the quality and quantity of land exchanged. In addition, we are interested in resolving access issues at this time, as well.

We suggest a meeting with you and other NDOT decision-makers in which we can examine maps and explain our proposal in detail. I will phone your office in the next few days to schedule this.

Thank you for your attention to this matter.

Sincerely,
LAW OFFICE OF MICHAEL G. CHAPMAN

Michael G. Chapman
Attorney at Law

cc: Susan Martinovich, Assistant Director, Engineering
Heidi Mireles, Chief Right of Way Agent
Brian Hatchins, Chief Counsel
Mr. Nassiri

W:\Nassiri\FontaineLtrApril18,2004.wpd

Email - michael@michaelchapman.com --- Web site - www.michaelchapman.com

Chapman000457
DEPT047

EXHIBIT H

**A Complete Appraisal, Self-Contained Report
of the**

**Nevada Department of Transportation (NDOT) Surplus Land,
Identified as Parcels I and II, as Part of the Interstate 15/Diamond
Road Interchange Realignment/Reconstruction
Project: SPSR-160 (006)
SR-160 (Blue Diamond Road) Phase I - E.A.: 72495**

**Property Owned
by**

Nevada Department of Transportation

**Located
within and to the**

**North and South Sides of the Existing SR-160 Right-of-Way, a.k.a., Blue Diamond Road,
West of Las Vegas Boulevard, Las Vegas, Clark County, Nevada**

**Legally Described
as a**

**Portion of the Southeast $\frac{1}{4}$
of Section 8, Township 22 South, Range 61 East, M.D.B.&M.**

**For the Purpose
of**

**Developing an Opinion of Market Value, Prospective, Under a Hypothetical
Condition, in the After Condition, Presuming Realignment and Reconstruction of
the Interstate 15/State Route 160 (Blue Diamond Road) Interchange
as of**

August 16, 2004

Date of Appraisal Report

August 30, 2004

**File Number
374-04-MM**

DEPT048
Pltfs.Tr.Ex.147-001

August 30, 2004

Ms. Patricia K. Springer
Supervisory Right-of-Way Agent
State of Nevada
Department of Transportation
123 East Washington Avenue
Las Vegas, Nevada 89101

File No. 374-04-MM
Tax ID # 88-0121119
Project: SPSR-160 (006)
SR-160 (Blue Diamond Road) - Phase I
E.A.: 72495
RFP: SR-160 - Phase I
NDOT Parcels I and II

Dear Ms. Springer:

In compliance with your request and authorization, we have prepared a complete appraisal, self-contained report of the Nevada Department of Transportation (NDOT) owned parcels or land identified as Parcels I and II, generally located within and north and south of the existing State Route 160 right-of-way. These surplus land parcels are being appraised in the after condition, under a hypothetical condition, presuming realignment and reconstruction of the Interstate 15/State Route 160 interchange. The surplus land areas are identified by your mapping, as 14.90 acres within Parcel I and approximately 8.90 acres in Parcel II. This indicates a total land area containing approximately 23.80 acres.

As part of this analysis and valuation, we have appraised the properties under two separate or individual scenarios.

Scenario 1 is the valuation of the 23.80 acre parcel as a "standalone" property. This valuation assumes that NDOT will provide perpetual access by way of existing road easements, identified as Parcels III and IV, from the existing Las Vegas Boulevard right-of-way.

Scenario 2 includes a market value opinion of the surplus land Parcels I and II combined, as part of the adjoining Nassari ownership, based on its contributory value to the adjacent landholding. This analysis and valuation, presumes the Nassari ownership will have a remainder, in the after condition, of approximately 41.36 acres on the north side of the realigned State Route 160 and an approximate .58 acre remainder on the south side of the realigned roadway. The market value opinion of the 23.80 acre NDOT surplus parcels, as part of the adjoining Nassari ownership, is based on the contributory value. In the after condition, the Nassari ownership will maintain its frontage on Las Vegas Boulevard and will include direct ingress and egress from the realigned State Route 160, a.k.a., Blue Diamond Road and include a full interchange with Interstate 15.

Ms. Patricia K. Springer
Supervisory Right-of-Way Agent
State of Nevada
Department of Transportation
August 30, 2004
Page Two

File No. 374-04-MM
Tax ID # 88-0121119

Data setting forth the analysis used and descriptive details are included within the body of this report. Analysis and conclusions of all the data utilized, results in the opinion of the market value of the subject property, as a "standalone" parcel, containing approximately 23.80 acres, has been concluded by us, in fee simple interest, under the hypothetical condition that the realignment and reconstruction of the Interstate 15 SR-160 has been completed, or in the "after condition", but with a current valuation date of August 16, 2004, is:

Fifteen Million, Five Hundred Fifty Thousand Dollars
(\$15,550,000.00)

Analysis and conclusions of all the data utilized, results in the opinion of the market value of the subject property, e.g., Parcels I and II, as part of the adjoining Nassari ownership, based on its contributory value under the hypothetical condition, presuming completion of the realignment and reconstruction of the Interstate 15 SR-160 interchange, in fee simple interest, as of August 16, 2004, is:

Twenty-Two Million, Six Hundred Fifty Thousand Dollars
(\$22,650,000.00)

This report has been prepared as a complete, self-contained appraisal, intended to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Professional Ethics, as adopted by the Appraisal Institute, the Uniform Standards for Federal Land Acquisitions, NDOT Appraisal Reporting Requirements, as well as with applicable provisions of Nevada Revised Statutes.

Ms. Patricia K. Springer
Supervisory Right-of-Way Agent
State of Nevada
Department of Transportation
August 30, 2004
Page Three

File No. 374-04-MM
Tax ID # 88-0121119

This Letter of Transmittal must be used in conjunction with the following, enclosed descriptive details, appraisal procedures and analysis and is therefore, not considered a report standing on its own merit.

Thank you for giving us the opportunity of appraising this property for you.

Sincerely,
Gary H. Kent, Inc.

Gary H. Kent, MAI
Certified General Appraiser
Nevada License N° 00039
Expiration Date: April 30, 2005

Mark D. Mummey
Certified General Appraiser
Nevada License N° 00256
Expiration Date: June 30, 2005

GHK/MDM/ric

EXHIBIT I

RECEIVED

DEC 10 2004

JOHN E. LEACH
GREGORY J. WALCH
NICHOLAS J. SANTORO
MICHAEL E. KEARNEY
J. DOUGLAS DRIGGS, JR.
RICHARD F. HOLLEY
DAVID G. JOHNSON
RONALD J. THOMPSON
JAMES E. WHITMIRE, III
STEVEN A. GIBSON
DANIEL L. SCHWARTZ
VICTORIA I. NELSON

**SANTORO, DRIGGS, WALCH
KEARNEY, JOHNSON & THOMPSON**

ATTORNEYS
400 SOUTH FOURTH STREET, THIRD FLOOR
LAS VEGAS, NEVADA 89101
TEL (702) 791-0308
FAX (702) 791-1912
WRITER'S EMAIL: GWALCH@NEVADAFIRM.COM

KIRBY C. GRUCHOW, JR.
ANGELA K. ROCK
ANDREW J. GLENDON
OLIVER J. PANCHERI
BRIAN W. BOSCHEE
MICHELLE D. BRIGGS
BRYCE K. EARL
OGONNA M. ATAMOH
JENNIFER K. CRAFT
BYRON E. THOMAS
JENNIFER L. HARDING
BEN WEST
MICHAEL F. LYNCH
RYAN T. SCHULTZ
R. MICHAEL BLAKLEY
STELLA B. DORMAN
TRACY A. GALLEGOS

OF COUNSEL
ANTHONY A. ZMAILA
CHARLES L. TITUS

MICHAEL E. ROWE
JAVIER A. ARGUELLO
LEE E. DAVIS
DEAN S. BENNETT
SEAN L. ANDERSON
JAMES D. BOYLE
BRETT D. EKINS

December 6, 2004

Via Facsimile: (775) 827-1872

Michael G. Chapman, Esq.
Chapman Law Office
9585 Prototype Court, #C
Reno, Nevada 89521

**RE: The State of Nevada, on relation of its Department of Transportation
(NDOT") v. Fred Nassiri, et al.; Case No. A491334; Our File No. 02740.19;
Settlement Offer**

Dear Mr. Chapman:

Thank you for your patience in waiting for NDOT's Settlement Offer to conclude the above-referenced litigation. As you know, several NDOT representatives and consultants have given their input to formulate this proposal.

NDOT engaged Gary H. Kent, Inc., and Gary Kent, MAI, to appraise Mr. Nassiri's parcel numbers S-160-CL-000.015 (0.58 acres), S-160-CL-000.016 (4.22 acres), and S-160-CL-000.016TE (a temporary easement consisting of 0.02 acres) (together the "Nassiri Parcels") in connection with acquisitions needed for the new SR-160/I-15 interchange. Mr. Kent concluded the value of the Nassiri Parcels is Four Million, Eight Hundred Ten Thousand Dollars (\$4,810,000), which is set forth in greater detail in the Complaint filed in the above-referenced proceeding. NDOT has also engaged Mr. Kent's group to evaluate the worth of 23.8 acres of land located on both sides of the existing SR-160 alignment north and west of Mr. Nassiri's property (the "Exchange Property"). It is my understanding that you already have maps of the Exchange Property, but I have enclosed a copy of the map illustrating the general locations of parcels 1 and 2 prepared by NDOT's Right-Of-Way Division. Mr. Kent concluded that the Exchange Property is worth Twenty-Two Million, Six Hundred Fifty Thousand Dollars

E:\2740\SR-160 Project\19 Nassiri\Correspondence\Chapman Ltr 12.06.04.doc

Chapman000653

DEPT052

PA00568

Michael G. Chapman, Esq.
December 6, 2004
Page 2

(\$22,650,000). NDOT has performed a review appraisal of Mr. Kent's analysis and concluded that Mr. Kent's valuation accurately estimates the value of the Exchange Property.

Subject to the conditions below, NDOT would be prepared to convey NDOT's interest in the Exchange Property to Mr. Nassiri in exchange for Mr. Nassiri conveying the Nassiri Parcels to NDOT together with Seventeen Million Eight Hundred and Forty Thousand Dollars (\$17,840,000).

The conditions for the exchange would include, but not be limited to, the following:


1. Mr. Nassiri would take the Exchange Property as is, where is, with all faults;
2. Mr. Nassiri would take the Exchange Property subject to any interest Carolyn Ann Chambers has in parcel numbers 177-08-899-014 and 177-08-899-015, which interest, if any, was previously disclosed to you and which you have independently reviewed;
3. NDOT would need to use some or all of the Exchange Property during construction of the new interchange at SR-160 and I-15. NDOT is reviewing the extent to which it would need the existing SR-160 alignment and surrounding areas during construction;
4. NDOT would take the Nassiri Parcels as is, where is, with all faults.

This letter is not intended to be an offer that can be accepted by your client. This letter is merely an expression of NDOT's interest in negotiating a definitive agreement with your client that would include some or all of the terms herein, and, quite likely, additional material terms.

NDOT has agreed not to sell or otherwise dispose of the Exchange Property for a period of twenty-one (21) days from the date of this letter so that Mr. Nassiri has an opportunity to fully evaluate NDOT's proposal. NDOT may, however, accept and negotiate back-up offers that would be given effect in the event we are unable to close an exchange or enter into a definitive agreement with Mr. Nassiri to do so within the prescribed twenty-one (21) day period.

If you have any questions, please feel free to call.

Very truly yours,



Gregory J. Walch, Esq.

GJW:as
Enclosure

cc: Heidi Mireles, NDOT
Liesl K. Freedman, Senior Deputy Attorney General
Kirby C. Gruchow, Jr., Esq.

EXHIBIT J



Michael G. Chapman
Michelle Stone
Kevin Bertonneau*
*Licensed in CA & NV

Michael G. Chapman, Attorney at Law, P.C.

December 7, 2004

Greg Walch
SANTORO, DRIGGS, WALCH, et al
400 South Fourth Street, Third Floor
Las Vegas, NV 89101

Via: Fax and First Class Mail
702/791-1912

RE: Nassiri v. NDOT
Our File No. 470

Dear Mr. Walch:

Thank you for your letter of December 6, 2004, which I received today, December 7, 2004, by fax, without attachments.

In order for us to appropriately evaluate the proposal, please forward to me a copy of Mr. Kent's appraisal and a copy of the review appraisal with respect to the subject property and the exchange property as referenced in your letter.

If it is convenient, I will be in Las Vegas Friday and can pick up the same at your office.

I look forward to hearing from you.

Sincerely,
LAW OFFICE OF MICHAEL G. CHAPMAN

Michael G. Chapman,
Attorney at Law

MGC/cw

cc: client

W:\Nassiri\WalchLtrReDocs

EXHIBIT K

JOHN E. LEACH
GREGORY J. WALCH
NICHOLAS J. SANTORO
MICHAEL E. KEARNEY
J. DOUGLAS DRIGGS, JR.
RICHARD F. HOLLEY
DAVID G. JOHNSON
RONALD J. THOMPSON
JAMES C. WHITHIRE, III
STEVEN A. GIDSON
DANIEL L. SCHWARTZ
VICTORIA L. NELSON

**SANTORO, DRIGGS, WALCH
KEARNEY, JOHNSON & THOMPSON**

ATTORNEYS
400 SOUTH FOURTH STREET, THIRD FLOOR
LAS VEGAS, NEVADA 89101
TEL (702) 791-0308
FAX (702) 791-1912
WRITER'S EMAIL: GWALCH@NEVADAFIRM.COM

KIRBY C. GRUCHOW, JR.
ANGELA K. ROCK
ANDREW J. GLENDON
OLIVER J. PANCHERI
BRIAN W. BOSCHEE
MICHELLE D. DRIGGS
BRYCE K. EARL
DOONNA M. ATAMON
JENNIFER K. CRAFT
BYRON E. THOMAS
JENNIFER L. HARDING
BEN WEST
MICHAEL F. LYNCH
RYAN T. SCHULTZ
R. MICHAEL BLAKLEY
SYELLA B. DORMAN
TRACY A. GALLEGO

MICHAEL E. ROWE
JAVIER A. ARGUELLO
LEE E. DAVIS
DEAN S. BENNETT
SEAN L. ANDERSON
JAMES D. DOYLE
BRETT D. FRING

OF COUNSEL:
ANTHONY A. ZMAILA
CHARLES L. TITUS

December 7, 2004

Via Facsimile: (775) 827-1872

Michael G. Chapman, Esq.
Chapman Law Office
9585 Prototype Court, #C
Reno, Nevada 89521

**RE: The State of Nevada, on relation of its Department of Transportation ("NDOT") v.
Fred Nassiri, et al.; Case No. A491334; Our File No. 02740.19;
Settlement Offer**

Dear Mr. Chapman:

I am in receipt of your December 7, 2004, correspondence confirming that you have received a copy of NDOT's proposal letter to resolve the above-referenced matter. You should be receiving a copy of the parcel 1/parcel 2 map prepared by NDOT's Right Of-Way Division by regular mail shortly. As we discussed by telephone prior to the offer, NDOT will not be making available Mr. Kent's appraisal of the Exchange Properties, or NDOT's review thereof. Further, we will not be providing a copy of the appraisal prepared for the Nassiri Parcels until such time as Mr. Nassiri is ready to exchange any appraisal he might prepare in connection with the ongoing litigation. The purpose for allowing your client a twenty-one (21) day period in which to evaluate NDOT's proposal is so that Mr. Nassiri is free to fully evaluate the matter - with the counsel of appraisers or other experts - without the risk that NDOT will make the Exchange Properties unavailable for settlement during the twenty-one (21) day period.

If you have any questions, please feel free to call.

Very truly yours,



Gregory J. Walch, Esq.

GJW:as

1:\2740\SR-160 Project\19 Nassiri\Correspondence\Chapman Ltr 12.07.04.doc

Chapman000671

DEPT055

PA00573

EXHIBIT L

JOHN E. LEACH
GREGORY J. WALCH
NICHOLAS J. SANTORO
MICHAEL E. KEARNEY
J. DOUGLAS DRIGGS, JR.
RICHARD F. HOLLEY
DAVID G. JOHNSON
RONALD J. THOMPSON
JAMES E. WHITMIRE, III
STEVEN A. GIBSON
DANIEL L. SCHWARTZ
VICTORIA L. NELSON

**SANTORO, DRIGGS, WALCH
KEARNEY, JOHNSON & THOMPSON**

ATTORNEYS
400 SOUTH FOURTH STREET, THIRD FLOOR
LAS VEGAS, NEVADA 89101
TEL (702) 791-0308
FAX (702) 791-1912
WRITER'S EMAIL: GWALCH@NEVADAFIRM.COM

KIRBY C. GRUCHOW, JR.
ANGELA K. ROCK
ANDREW J. GLENDON
OLIVER J. PANCHERI
BRIAN W. BOSCHEE
MICHELLE D. BRIGGS
BRYCE K. EARL
OGONNA M. ATAMOH
JENNIFER K. CRAFT
BYRON E. THOMAS
JENNIFER L. HARDING
BEN WEST
MICHAEL F. LYNCH
RYAN T. SCHULTZ
R. MICHAEL BLAKLEY
STELLA B. DORMAN
TRACY A. GALLEGOS

OF COUNSEL:
ANTHONY A. ZMAILA
CHARLES L. TITUS

MICHAEL E. ROWE
JAVIER A. ARGUELLO
LEE E. DAVIS
DEAN S. BENNETT
SEAN L. ANDERSON
JAMES D. BOYLE
BRETT D. EKINS

December 28, 2004

Mike Chapman
Chapman Law Office
9585 Prototype Court, #C
Reno, Nevada 89521

**RE: State of Nevada, on relation of its Department of Transportation
("NDOT") v. Fred Nassiri, et al; APN: 177-08-803-002; Case No.: A491334
Our File No.: 02740.19**

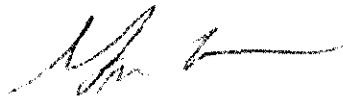
Dear Mr. Chapman:

This letter is to confirm NDOT's agreement at our December 21, 2004, meeting with you and Mr. Nassiri that NDOT will not dispose of the exchange parcels surrounding the old Route 160 alignment before January 31, 2005. The purpose of this extension is so that Mr. Nassiri's appraiser has time to evaluate and provide to NDOT through the attorneys any documentation that might support a different exchange value than that proposed in my previous correspondence to you. NDOT's commitment not to dispose of the property prior to January 31, 2005, shall in no way limit NDOT's ability to negotiate contracts for the sale or other disposal of the exchange property with third parties that might close as early as January 31.

If you have any questions, please feel free to call.

Very truly yours,

SANTORO, DRIGGS, WALCH,
KEARNEY, JOHNSON & THOMPSON


Gregory J. Walch, Esq.

GJW:sr
cc: Heidi Mireles; Kirby Gruchow

I:\2740\SR-160 Project\19 Nassiri\Correspondence\Chapman.12.28.04.doc

Chapman000574

DEPT056

PA00575

EXHIBIT M

January 20, 2005

File No. 05-108

Michael G. Chapman, Esquire, Attorney at Law
9585 Prototype Court, Suite C
Reno, NV 89521

Dear Mr. Chapman:

Subsequent to our meeting with the Nevada Department of Transportation representatives concerning the surplus parcel from the Windmill/Blue Diamond Interchange, I have completed some research in the area of vacant land assemblages. My understanding from that meeting is that the Nevada Department of Transportation considers the parcel in question as a "assemblage parcel" and as such, the parcel takes on the value of the abutting parcel to which it may be assembled (i.e. Mr. Nassari's parcel).

My research indicates this is not an accurate representation of the market. In general it is cheaper to assemble a parcel than to purchase an assembled parcel. The theory behind this premise is that with assemblage there is an additional risk that there will be a hold out parcel greatly increasing the overall cost. Also, there is the additional time and effort involved in putting together the assemblage. The magnitude of this was demonstrated in a conversation with Mr. Lawrence Canarelli of American West Development. Mr. Canarelli indicated that he was able to purchase 2.5 acre residential sites at approximately \$400,000-\$500,000 per acre, whereas a 40 acre site would command between \$600,000-\$650,000 per acre (all other variables being equal). This calculates to a differential of approximately 40%.

Although parcels which are assembled are not purchased at the price appropriate for an assembled parcel, the market does demonstrate that premiums are paid in conjunction with assemblages. In dealing with assemblages, the perspective of both the buyer and seller must be considered. From the buyers point of view the parcel to be assembled must contribute either to the efficiency of the overall site or the aesthetics of the overall site in order to command a premium. From the seller's perspective, they have no frame of reference other than sales that were part of the assemblage and as such, are concerned that they may be selling too cheap.

To investigate "assemblage premiums", we have utilized the CoStar Comps, Inc. service to identify all the assemblages of vacant land which have occurred over the past 12 months. The individual sales were reviewed for those sales which could possibly include an assemblage premium (i.e. similar sites with different prices). Either the buyer, seller, or broker was then contacted. The following is a sample of the responses and examples provided by these individuals.

Lawrence Canarelli of American West Development indicated generally the price paid is very close to the basis and rarely over 10%. He has what he considers a 5 acre keystone parcel in escrow at \$3,400,000. Based on other parcels in the area, the price should be \$2,900,000. The difference of \$500,000 or 17.24% he considers a hold out on a desirable parcel.

Chapman000563

DEPT057

Page 2

File No. 05-108

Michelle King of KB Homes Nevada assembled two 5 acre parcels and one 10 acre parcel last summer for residential development. One of the 5 acre parcels was acquired at \$500,000 while the rest of the parcels were acquired at \$400,000. The 25% difference was attributable to assemblage premium. The parcel made the entire site a more convenient shape for development. She indicated that generally anything over 20% in the form of a premium would have to be a must have keystone parcel.

Paul Hoyt, a Broker at Collier's International, had a client assembling parcels near Blue Diamond Road with 15 acres already assembled. The adjacent property owner wanted a 20% assemblage premium. Since the parcel was not a must have for the project, negotiations failed.

Dan Doherty of Collier's International brokered an assemblage along Belcastro Street, north of Sunset Road. One of the 2.5 acre parcels sold for \$6.80 per square foot, while a similar parcel involved an assemblage premium at a sales price of \$7.35. The assemblage premium calculated to 8.1%.

Don Ross of Pelican Development has spent the last year assembling a 40 acre site on the hillside above Viento Puntero Drive. An example of assemblage premium is demonstrated by two of the sales which entered escrow at the same time. The basis parcel was purchased at \$123,626 per acre, while the premium parcel had a purchase price of \$151,668 per acre, resulting in a calculated premium of 22.7%.

Ross Fabrizio of Award Realty did not have a specific example, however, indicated that in his experience buyers tend to limit the premium to 10% over market.

Based on the above examples and conversations, it appears that purchasers have paid between 8.1% and 25% premiums for assemblage parcels. The most acceptable range seems to be between 10% and 20%.

Considering this data, it would appear reasonable to base an offer for the surplus parcel upon its stand alone value plus a premium of 10%-20%. Determining an appropriate percentage within this range, it would be prudent to consider the perspective of the buyer, as indicated previously. Accordingly, the increase in efficiency of the overall assembled site and/or its aesthetics as a result of the assemblage should be considered.

In considering a basis price for the surplus parcel, please find the following four sales either abutting or in the immediate vicinity of the parcel.

IN THE SUPREME COURT OF THE STATE OF NEVADA

THE STATE OF NEVADA, on relation of its
Department of Transportation,

Petitioner,

vs.

Case No. 70098

THE EIGHTH JUDICIAL DISTRICT
COURT, COUNTY OF CLARK, STATE OF
NEVADA, AND THE HONORABLE
GLORIA STURMAN, DISTRICT JUDGE,

Respondents,

and

FRED NASSIRI, individually and as trustee of
the NASSIRI LIVING TRUST, a trust formed
under Nevada law,

Real Party in Interest.

APPENDIX VOLUME 4, part 2

TO PETITION FOR WRIT OF MANDAMUS OR PROHIBITION

ADAM PAUL LAXALT, ESQ.
Attorney General
DENNIS V. GALLAGHER, ESQ.
Nevada Bar No. 955
Chief Deputy Attorney General
AMANDA B. KERN, ESQ.
Nevada Bar No. 9218
Deputy Attorney General
555 E. Washington Ave, Suite 3900
Las Vegas, Nevada 89101
Telephone: (702) 486-3420
Facsimile: (702) 486-3768
Email: akern@ag.nv.gov

WILLIAM L. COULTHARD, ESQ.
Nevada Bar No. 3927
ERIC M. PEPPERMAN, ESQ.
Nevada Bar No. 11679
Kemp, Jones & Coulthard, LLP
3800 Howard Hughes Parkway
17th Floor
Las Vegas, Nevada 89169
Telephone: (702) 385-6000
Facsimile: (702) 385-6001
Email: emp@kempjones.com

ATTORNEYS FOR PETITIONER

Document Description	Volume Number	Bates Number
Amended Complaint	1	PA00015-054
Answer to Amended Complaint and Counterclaim	2	PA00233-282
Answer to the State's Counterclaim	2	PA00283-292
Appendix to Nassiri's Opposition to Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	10	PA01841-2091
Appendix to Nassiri's Opposition to Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI...	11	PA02092-2281
Appendix to Nassiri's Opposition to the State's MPSJs Re Inverse Claim and Contract Claims	5	PA00808-977
Appendix to Nassiri's Opposition to the State's MPSJs Re Nassiri's Inverse Claim and Contract Claims...	6	PA00978-1150
Appendix to the State's Motion for Partial Summary Judgment on Nassiri's Contract Claims	4	PA00504-695
Complaint	1	PA00001-014
Hearing Transcript (4-1-15 Hearing on the State's MPSJ on Nassiri's Inverse Claim and Contract Claims)	13	PA02460-2540
Hearing Transcript (5-19-15 Transcript of Closing Arguments at Bench Trial)	13	PA02541-2634
Hearing Transcript (Motion to Dismiss)	1	PA00156-224
Hearing Transcript (MPSJ on Prayer for Rescission)	7	PA01391-1451
Hearing Transcript (MPSJ Re Rescission Based on Bench Trial Ruling)	9	PA01763-1812
Hearing Transcript.1 (Motion to Exclude Damages Evidence or Strike Harper-Oral Arguments)	12	PA02389-2455
Hearing Transcript.2 (Motion to Exclude Damages Evidence or Strike Harper-Announcement of Ruling)	12	PA02349-2388
Motion for Partial Summary Judgment on Nassiri's Contract Claims	4	PA00596-726
Motion for Partial Summary Judgment on Nassiri's	5	PA00727-754

Prayer for Rescission		
Motion for Partial Summary Judgment on Nassiri's Rescission Claim Based on the Court's Trial Ruling	8	PA01598-1614
Motion for Summary Judgment on Nassiri's Claim for Inverse Condemnation (with Appendix)	3	PA00293-503
Motion to Bifurcate/Confirm the May 4, 2015, Trial as a Bench Trial	7	PA01306-1339
Motion to Dismiss Filed by the State	1	PA00055-108
Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	9	PA01649-1746
Notice of Supplemental Authority Re MPSJs Filed by the State	7	PA01239-1249
Opposition to the State's Motion to Bifurcate/Confirm the May 4, 2015, Trial as a Bench Trial	7	PA01340-1390
Opposition to the State's Motion to Dismiss	1	PA00108-136
Opposition to the State's Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	9	PA01813-1840
Opposition to the State's MPSJ on Nassiri's Claim for Inverse Condemnation	5	PA00775-807
Opposition to the State's MPSJ on Nassiri's Contract Claims	5	PA00755-774
Opposition to the State's MPSJ on Nassiri's Prayer for Rescission	6	PA01151-1170
Opposition to the State's MPSJ on Nassiri's Rescission Claim Based on Trial Ruling	8	PA01615-1648
Order Re Motion to Bifurcate/Confirm May 4, 2015, Trial as Bench Trial	8	PA01552-1555
Order Re Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	12	PA02456-2457
Order Re MPSJ on Nassiri's Claim for Inverse Condemnation	8	PA01536-1543
Order Re MPSJ on Nassiri's Contract Claims	8	PA01526-1535
Order Re MPSJ on Nassiri's Prayer for Rescission	8	PA01544-1551
Order Re MPSJ on Nassiri's Rescission Claim Based on Trial Ruling	12	PA02458-2459
Order Re the State's Motion to Dismiss	1	PA00225-232
Reply in Support of the State's Motion to Dismiss	1	PA00137-155

Reply in Support of the State's Motion to Exclude Nassiri's Damages Evidence or Strike His Expert, Keith Harper, MAI	12	PA02282-2348
Reply in Support of the State's MPSJ on Contract Claims	6	PA01171-1201
Reply in Support of the State's MPSJ on Nassiri's Claim for Inverse Condemnation	7	PA01202-1238
Reply in Support of the State's MPSJ on Nassiri's Prayer for Rescission	7	PA01250-1305
Reply in Support of the State's MPSJ on Nassiri's Rescission Claim Based on Trial Ruling	9	PA01747-1762
Supplemental Trial Brief Filed by Nassiri	8	PA01505-1525
Supplemental Trial Brief Filed by the State	8	PA01494-1504
Trial Brief Filed by Nassiri	8	PA01479-1493
Trial Brief Filed by the State	8	PA01452-1478
Trial Ruling	8	PA01577-1597
Trial Ruling (with Handwritten Changes)	8	PA01556-1576

Page 3

File No. 05-108

SALES SUMMARY CHART

SALE NO.	APN GRANTOR/GRANTEE	PROXIMITY	SALE DATE	SALE PRICE	SIZE SQ. FT.	PRICE/ SQ.FT.
1	177-08-701-004 Grantor: Blue Diamond/ Robindale Associates, LP Grantee: Robindale Arville, LLC, et al	346' North	05/04	\$2,200,000	174,240	\$12.63
2	177-08-701-011 & 012 Grantor: Michael Allen Walton Trust, et al Grantee: 87 th Peoria, LLC, et al	Abutting	07/04	\$1,070,262	118,919	\$ 9.00
3	177-08-701-002 Grantor: Three Brothers, Inc. Grantee: Khusrow Roohani, et al	400' North	08/04	\$3,267,000	217,800	\$15.00
4	177-08-701-008, 009, & 010 Grantor: Ernest J. Eskam, et al Grantee: Parvez Rohani	Abutting	08/04	\$1,900,200	127,195	\$14.94

Thank you for giving us the opportunity of providing this data. If you have any questions or comments pertaining to this report or the data contained herein, please contact our office.

Sincerely,

Timothy R. Morse, MAI
Certified General Appraiser
State of Nevada License No. 00005

John H. Kiehlbauch, Associate
Certified General Appraiser
State of Nevada License No. 00141

JHK:tis

Chapman000565

DEPT059

PA00579

EXHIBIT N



Michael G. Chapman
Michelle Stone
Kevin Bertonneau*
*Licensed in CA & NV

Michael G. Chapman, Attorney at Law, P.C.

January 25, 2005

Greg Walch
Santoro, Driggs, Walch et al
400 South Fourth St., 3rd Floor
Las Vegas, NV 89101

Re: NDOT re: Nassiri
Our File NO.: 470

Dear Mr. Walch:

This letter transmits a settlement proposal. The terms of this letter shall not be admissible in court nor the subject of discovery efforts. NRS 48.105.

Your letter of December 6, 2004 stated the department would consider selling to Mr. Nassiri the 23.8 acre Exchange Property for \$22,650,000.00 (approx. \$21.00 per square foot). In our settlement discussion of December 21, 2004, we stated Mr. Nassiri would consider buying the property for \$13.00 per square foot. Agreement on the price was not reached. Rather, it was agreed our appraiser, Mr. Kiehlbauch, would conduct a market research assignment and this would be used as a starting point for further negotiations. A letter transmitting his research is attached.

As you can see, Mr. Kiehlbauch found the market recognizes that parcels purchased for assembly generally bring a premium of 10% to 20% above the market value of a parcel on a stand-alone basis. He also found that comparable sales in the area of the subject range from \$9.00 to 15.00 per square foot.

Based on this information, Mr. Nassiri offers to purchase the Exchange Property for \$18.00 per square foot, or \$18,661,104.00. This amount is calculated using the highest comparable of \$15.00, and using a 20% assembly premium.

Mr. Nassiri also accepts the \$4,810,000.00 valuation for the property sought to be acquired by the Department, based upon the Gary H. Kent appraisal referenced in your December 6, 2004 letter.

Accordingly, this case can be settled for a payment of \$4,810,000.00 by the department to Mr. Nassiri, and a payment from Mr. Nassiri to the department of \$18,661,104.00, if the \$18.00 per square foot proposal is acceptable to the department. If this is not acceptable, we want to discuss what dollar figure the department would take for the property.

9585 Prototype Court, Suite C • Reno, Nevada 89521
Ph: 775.827.1866 • Fx: 775.827.1872 • 800.804.7810
www.michaelchapman.com

Chapman000519

DEPT060

PA00581

In addition to concluding negotiations over the price, the actual settlement agreement should include additional material terms. Terms to be discussed and agreed to by the parties include, among others, the Chambers interest, the procedures to be followed for transfer of the respective NDOT and Nassiri properties, and the possibility of including additional land in the transfer from NDOT to Nassiri, specifically, the dark rectangle in the south of the exchange property and the portion of right of way closest to Las Vegas Blvd. (Both marked on the attached map).

When I spoke with you on January 24, 2005, I stated that we wanted the department's assurance that it is not negotiating with third parties in an attempt to leverage our offer against the offers of others. You assured me this was not NDOT's intent, although you indicated the department is receiving other offers. We want an exclusive negotiating period with our offer kept confidential during the negotiations. Our time for exclusive negotiations runs through close of business on January 31, 2005, under our previous understanding with Ms. Mireles, Chief Right of Way Agent. We request this be extended to a time sufficient for us to conclude our business. You indicated you would discuss this with Ms. Mireles but did not expect it to be a problem.

However, if any part of this proposal is not acceptable to the Department, we would like to continue negotiating through the end of the month until an agreement is reached.

Please send this letter to Ms. Mireles, and confirm to me an extension of time as soon as possible.

We look forward to concluding this purchase/exchange of property.

Sincerely,

A handwritten signature in black ink, appearing to be "Michael G. Chapman", written over a horizontal line.

Michael G. Chapman
Attorney At Law

Enclosures

MC/cc

W:\Nassiri\WalchJanuary25,2005.wpd

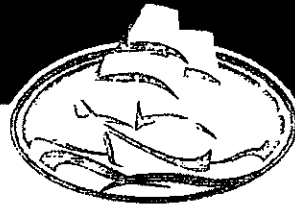
Chapman000520

DEPT061

PA00582

EXHIBIT O

Michael G. Chapman
Michelle Stone
Kevin Bertonneau*
*Licensed in CA & NV



Michael G. Chapman, Attorney at Law, P.C.

January 27, 2005

Greg Walch,
Santoro, Driggs, Walch
400 S. Fourth St., 3rd Floor
Las Vegas, NV 89101

Via Facsimile
702/791-1912

Re: Nassiri re NDOT
Our file #: 470

Dear Mr. Walch:


This letter follows up on our letter of January 25, 2005. After further reflection, it seems unnecessary to draw out the negotiations for Mr. Nassiri's purchase of the Exchange Property.

The terms of the January 25, 2005 letter are the same, except that Mr. Nassiri accepts the price of \$ 21.83 per square foot for the Exchange Property, and the additional terms as outlined in your letter of December 6, 2005. Please acknowledge and confirm in writing as soon as possible that this is acceptable so that we can conclude these negotiations. We are prepared to begin drafting the actual purchase papers immediately upon your confirmation.

We look forward to completing the purchase of the Exchange Property immediately.

Please contact Michelle Stone, an attorney with my office, or me, today, to confirm the agreement.

Sincerely,
LAW OFFICE OF MICHAEL G. CHAPMAN, P.C.


Michael G. Chapman,
Attorney at Law

MC/fs

cc: Fred Nassiri
Via Fax

EXHIBIT P

cha l a man
i he le one
in onnea
ice e i C

o o e Co e
eno a 2
e one (5 8 8
m e (5 82

u st 2

eidi Mireles
Nevada D p ent of T ansportation
2 S. tew trect
son i

ass ri e: D
u il o:

De Ms. ireles

N si , teve xob , d would like to eet with ou on dentia l to discu s u
se l ent of this position i a vis the D ent o r portation

ur position is at e would l e to ac ure uch of the l d rendered exces to
s nec s by e pro ect, as possible. e will exch ge v ue or value thres ect to e
l d needed y the Dep nt fo e pro ect. e will en pu hase addition l l d om i e
D ent e de t d the ent's app isal b ent is ne y nished d will
be su ed to review sho ly he appr isers engaged y si may be ked t simpl
review ent's wor opposed to pr e cir o ind e dent app isal.

t is a so o posi on at we would li e the po i n of the old lue Di ond oa
w ch ref ng to the S b iece, made a lable for ex h e p ch e well. See
a ac t map.

t is also o position that we o ld l e the D en to ab do e nab doned
feet o t away on as eg oulev d ord to cr tea o ist t piece See a ached
ap ou ad sed me ed ent's present o ition is not to ab on eg oulev d
to way, but e e still m e fo al r ues

e reali e a oro li d the other p ncip s in e is ma w t to
e o ge e of the l d well e ll wor s ma er out s a cly e
im o t po t s at we ould l e to work t the em now p o a pac a e
se leme t not w t til e T ro ect s done to complete s d on

m il mic a e l hap com e m chae ap co

DEPT063

ci i ec

2

e2

you now, we also for the installation of a list of locations discussed in
the meeting as part of the project.

have spoken recently with the state to determine if there are any legal issues
involved. He has not yet decided, but he has the intention to meet with the
state's legal counsel properly to discuss and resolve any questions you may have
regarding any of these issues.

As we discussed today by phone, they also have the phone to schedule
a meeting for the second or third week of September. You will be attending this meeting, so
to meet with you.

you for working with us on this matter.

C

I have
my attorney

Ccw

cc: uc ns
Steve oby

si ic es is ss

DEPT064

EXHIBIT Q

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (this "Agreement") is entered into this 28 day of April, 2005 (the "Execution Date") by and among The State of Nevada, on relation of its Department of Transportation ("NDOT" or "Plaintiff") and Fred Nassiri, a resident of Clark County, Nevada ("NASSIRI" or "Defendant", and together with NDOT, "the Parties").

I.

Recitals

1.01 The Lawsuit. On or about August 31, 2004, NDOT filed its Complaint in condemnation ("Complaint") against, among others, NASSIRI, in the Eighth Judicial District Court, Clark County, Nevada, Case Number A491334 (the "Lawsuit") to acquire certain property owned by NASSIRI in fee simple and other property owned by NASSIRI for a two-year construction easement in connection with the construction and reconstruction of the interchange at I-15 and Blue Diamond Road, and the attendant widening and realignment of Blue Diamond Road (the "Project"). NDOT also named Clark County as a defendant in the Lawsuit. Clark County filed a disclaimer of any interest in the proceedings on October 13, 2004.

1.02 Funds on Deposit With Court Clerk. On September 27, 2004, NDOT deposited with the Clerk of the Court ("Clerk") the sum of FOUR MILLION EIGHT HUNDRED TEN THOUSAND and NO/100 DOLLARS (\$4,810,000.00) in connection with NDOT's motion for immediate occupancy (the "Deposit").

1.03 The Exchange Property. NDOT owns 24.41 acres (1,063,132 square feet) of land located generally southeast of the intersection of existing Blue Diamond Road and I-15 and east of NASSIRI's property, which land is more particularly described in the legal description attached hereto at Exhibit "I" and incorporated herein by this reference (the "Exchange Property"). NASSIRI desires to purchase the Exchange Property from NDOT.

1.04 Settlement. The parties hereto desire to enter into this Agreement, which among other things provides for full and final resolution of the Lawsuit, the release of the Deposit to NASSIRI, the conveyance in fee simple of certain property owned by Nassiri to NDOT by judgment, the conveyance of temporary construction easements over the Exchange Property to NDOT, and the conveyance of the Exchange Property to NASSIRI on the terms and conditions set forth herein.

II.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows.

2.01 Escrow. The Parties shall establish an escrow in Las Vegas, Nevada with Nevada Title Company ("Escrow"), establishing a certified escrow officer to act as the Escrow Agent, and this Agreement shall serve as the instructions to the Escrow Agent for handling the transaction. The Escrow Agent shall not take any action contrary to this Agreement absent the express direction of both Parties in writing. Closing shall occur on the Closing Date as defined in Section 2.07, below.

2.02 Stipulated Judgment and Condemnation Proceeds. On or before the Closing Date, the Parties shall execute and deliver to Escrow a stipulation ("Stipulated Judgment") in the form attached hereto as Exhibit "2" together with an executed Final Judgment and Final Order of Condemnation attached thereto ("Final Judgment"), which Stipulated Judgment shall provide, among other matters, that the Clerk shall release the Deposit to NASSIRI, and release the balance of any funds held by the Clerk in connection with the Lawsuit to NDOT.

2.03 Vesting of Title in NDOT. The property to be conveyed to NDOT by recordation of the Final Judgment is located in unincorporated Clark County, Nevada, and consists of portions of the property generally located at the southwest corner of the intersection of Las Vegas Boulevard South and existing Blue Diamond Road, having Clark County Assessor's Parcel Number 177-08-803-002 and an address of 8011 Las Vegas Boulevard South, Las Vegas, Nevada 89123, and more specifically described in the Complaint as a 183,823 square-foot portion of NDOT Parcel No. S-160-CL-000.016 in fee simple absolute, as further described and identified in Exhibit "2" attached hereto and incorporated herein by this reference (the "Fee Acquisition"), a temporary easement on a 705 square-foot portion of NDOT Parcel No. S-160-CL-000.016 TE, also as described in Exhibit "2" (the "TE"), and a 25,419 square-foot portion of NDOT Parcel No. S-160-CL-000.015, which the Complaint requested in fee simple but the Parties have agreed will serve instead as a temporary easement (the "Teardrop TE", and together with the TE and the Fee Acquisition, the "Subject Property"). The Subject Property shall be condemned and given over to NDOT through entry with the Clerk of the Stipulated Judgment attached hereto as Exhibit "1" and the recording with the Clark County Recorder of the Final Judgment attached thereto, or such other documentation as NDOT may require to vest fee simple title to the Fee Acquisition in NDOT and secure NDOT's TE and Teardrop TE.

2.04 Conveyance of Exchange Property to NASSIRI.

(a) Quitclaim Deed. NDOT shall convey the Exchange Property to NASSIRI by quitclaim deed in the form attached hereto as Exhibit "3", without warranty, "as-is", "where-is", and

"with all faults" (the "Quitclaim Deed"). NASSIRI acknowledges that he is aware of claims by Carolyn Ann Chambers or her representatives relating to an alleged reversionary interest or other right relating to the Exchange Property (the "Chambers Claims"), that he has performed his own investigation of the Chambers Claims, and, based upon such investigation, accepts the Exchange Property subject to any claims of Chambers, her assigns or successors.

(b) Title. NASSIRI may cause Escrow Agent to issue to NASSIRI (with a copy to NDOT) a preliminary title report with respect to the Exchange Property (the "Preliminary Report") on or before the close of business on the tenth business day following the Execution Date, together with copies of all documents relating to title exceptions referred to in the Preliminary Report. NASSIRI shall give NDOT notice if the Preliminary Report contains any exceptions that are not reasonably acceptable to NASSIRI on or before the close of business on the tenth (10th) business day prior to Closing ("NASSIRI's Title Notice"). NDOT shall notify NASSIRI on or before the close of business on the fifth (5th) business day following the date of NASSIRI's Title Notice if NDOT will satisfy any requirement or remove any exception before the Closing Date ("NDOT's Title Notice"). NDOT's failure to provide NDOT's Title Notice with respect to any requirement or exception shall constitute NDOT's refusal to satisfy or remove the requirement or exception. NASSIRI shall thereafter, but not less than two (2) business days prior to the Closing Date, approve the title contingency set forth herein, or terminate this Agreement. NASSIRI's failure to give such notice of termination shall constitute NASSIRI's agreement to all title exceptions or requirements and NASSIRI's agreement to consummate the transactions contemplated by this Agreement. If notice of termination is given, this Agreement shall terminate and the parties shall be released from any and all further obligations under this Agreement, except for any such obligation which survives termination. Those exceptions to title set forth in the Preliminary Report to which NASSIRI has not objected in writing to NDOT or that NDOT has not agreed to remove pursuant to this Section 9 shall, together with any interest of Carolyn Ann Chambers, her assigns or successors, constitute the "Approved Exceptions".

(c) Chambers Representation and Indemnity. Nassiri represents and warrants as of the Closing Date that Nassiri shall have secured an assignment to Nassiri of all right, title, and interest of Carolyn Ann Chambers, her successors or assigns, in or to the Chambers Claims. Nassiri shall indemnify and hold harmless the State of Nevada and NDOT, their managers, agents, employers, employees, attorneys, insurers, successors, and assigns, and their political subdivisions and sister agencies, of and from all claims, known or unknown, asserted or unasserted of whatever nature, now existing or hereafter arising, including but not limited to claims for attorney's fees and costs, relating in any way to the Chambers Claims.

2.05 Exchange Compensation. On or before the Closing Date, NASSIRI shall deposit in Escrow the sum of TWENTY-THREE MILLION TWO HUNDRED TWENTY NINE THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$23,229,500.00) (the "Exchange Compensation") in "Cash." For purposes of this Agreement, "Cash" means immediately available United States funds transferred by certified check or wire transfer.

2.06 Exchange Property Construction Easement. On or before the Closing Date, NASSIRI shall execute and deliver to Escrow a temporary construction easement in the form attached hereto as Exhibit "4" allowing NDOT to use certain portions of the Exchange Property in connection with Project planning, staging, and construction (the "Exchange Property Easement").

2.07 Closing.

(a) Date and Location. Closing shall occur at the offices of Escrow Agent at 10:00 a.m. on the thirtieth (30th) day after the Execution Date, or at such other time or place as the Parties may agree in writing (the "Closing Date").

(b) NASSIRI Deliveries on Closing Date. Unless previously provided, NASSIRI shall deliver the following to Escrow on the Closing Date:

- (i) Executed Stipulated Judgment together with executed Final Judgment and such other documentation as NDOT may require to vest fee simple title to the Fee Acquisition in NDOT and secure NDOT's TE and Teardrop TE;
- (ii) Executed Exchange Property Easement;
- (iii) Exchange Compensation;
- (iv) Any fees for issuance by Nevada Title Company of a policy of title insurance for the Exchange Property;
- (v) 1/2 of any fees of Escrow or Escrow Agent for handling this transaction; and
- (vi) Real property transferor other taxes, if any, that apply to the recording of the Quitclaim Deed.

(c) NDOT Deliveries on Closing Date. Unless previously provided, NDOT shall deliver the following to Escrow on the Closing Date:

- (i) Executed Stipulated Judgment together with executed Final Judgment and Final Order of Condemnation; and
- (ii) The Quitclaim Deed;

(d) Actions by Escrow Agent on Closing Date. On the Closing Date, Escrow Agent shall:

- (i) Collect the deliveries required by NASSIRI and NDOT as set forth in Sections 2.07(b) and (c), above;
- (ii) If desired and paid for by NASSIRI, issue an Owner's Policy of Title Insurance for the Exchange Property subject only to the Approved Exceptions;
- (iii) Record the Quitclaim Deed and the Exchange Property Easement;
- (iv) Deliver to NDOT, less ½ any applicable Escrow or Escrow Agent fees for handling this transaction, the Exchange Compensation; and
- (v) Prepare and deliver to the Parties a closing statement.

2.08 NDOT Release. NDOT hereby fully releases and forever discharges NASSIRI and his agents, employers, employees, attorneys, insurers, successors, and assigns, of and from all claims, known or unknown, asserted or unasserted, of whatever nature, now existing or hereafter arising, including but not limited to claims for attorney's fees and costs, relating in any way to the Lawsuit, or any matters asserted therein, or which could have been asserted therein, or its subject matter.

2.09 NASSIRI Release. NASSIRI hereby releases and forever discharges: (i) the Lawsuit, or any matters asserted therein, or which could have been asserted therein, or its subject matter, including but not limited to any claims related to the location on the Property of a public highway and necessary incidents thereto, and any claims for any severance damages to the remainder of NASSIRI's property; and (ii) the physical condition of the Exchange Property as of the Execution Date or matters affecting title or claims thereto.

2.10 NDOT Ownership. NASSIRI represents and warrants that, to the best of his knowledge, no third party has any right, title, or interest in the Fee Acquisition or TE or Teardrop TE land, and Nassiri covenants that he shall take no action between the Execution Date and Closing Date that will result in any third party having any right, title, or interest in or to the Fee Acquisition, TE, or Teardrop TE.

2.11 Property Damage. NASSIRI shall be responsible for any and all risk and liability for any injury or damage to persons or personal property or for any injury or damage to the Subject Property, including but not limited to any and all repairs and/or maintenance to the Property, until the Final Judgment and Final Order of Condemnation is recorded with the Clark County, Nevada Recorder. NDOT shall be responsible for any and all risk and liability for any injury or damage to persons or personal property or for any injury or damage to the Exchange Property, including but not limited to any and all repairs and/or maintenance to the Exchange Property, until the Closing Date.

2.12 Condition of TE and Teardrop TE. NDOT shall leave the TE and Teardrop TE in as neat and presentable condition as it existed prior to NDOT's use of the TE and Teardrop TE, with

all fences, structures and other property belonging to NASSIRI that NDOT may remove or relocate in order to complete the Project to be replaced as nearly in their original condition as is reasonably possible.

2.13 Civil Rights Act. The regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23, Code of Federal Regulations Part 200, and Title 49, Code of Federal Regulations Part 21, are hereby incorporated by reference and made a part of this Agreement.

2.14 NRS Chapter 408. NDOT shall have the right to adapt and improve the whole or any part of the Property in accordance with the provisions of NRS Chapter 408, including but not limited to NRS 408.487.

2.15 Highway Engineer's Stationing. All Highway Engineer's Stationing is approximate and subject to slight adjustment as necessary to meet construction requirements. To the extent adjustments due to Highway Engineer's Stationing result in a net Fee Acquisition more than one hundred (100) square feet greater or less than 183,823 square feet, the rate of Twenty-Three dollars (\$23.00) per square foot shall be applied to such net change and a credit or invoice generated by NDOT at the conclusion of the Project or at such earlier time as the net area can be finally calculated. NDOT shall pay any credit owing Nassiri hereunder within sixty (60) days of calculating the final net Fee Acquisition, or, alternatively, Nassiri shall pay any invoice generated by NDOT hereunder within sixty (60) days of receipt.

2.16 Extension of TE and Teardrop TE Term. The termination date of the TE and Teardrop TE has been established in compliance with the best available information on the time frame needed for the Project. If NDOT determines that circumstances warrant an extension of the term of the TE and Teardrop TE to complete the Project, NASSIRI shall grant such an extension to NDOT at a rate of \$500.00 per month.

2.17 No Liability. By entering into this Agreement, no party shall be deemed to admit: (i) any liability for any claims, causes of action, or demands; (ii) any wrong doing or fault; nor (iii) violation of any law, precedent, rule, regulation, or statute. Further, nothing contained in this Agreement may be construed as an admission against the interest of any party.

2.18 Attorney's Fees. If any action is commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all of its expenses related to such action, including but not limited to, its reasonable attorney's fees and costs.

2.19 Acknowledgments. The parties mutually understand, agree, and warrant: (i) that NDOT and NASSIRI deny the legal liability and damages alleged in the Lawsuit, that the payment and distribution of the Condemnation Proceeds, and execution of the Judgment, as provided herein is not to be construed as admissions of liability on the part of NDOT or NASSIRI, but such payment and distribution is solely in compromise and settlement of disputed claims, and the amount of the

Condemnation Proceeds is not an admission by any party as to the fair market value of the Subject Property, or any claims for damages; (ii) that the releases contained herein extend and apply to and also cover and include all unknown, unforeseen, unsuspected, and unanticipated injuries, claims, damages, losses, and liabilities, if any, arising from the matters addressed herein; (iii) that no promise or inducement has been offered except as herein set forth; (iv) that this settlement is in good faith and is equitable; (v) that this Agreement is executed without reliance upon any statement or representation by any party or its representatives concerning the nature and extent of the claimed damages or legal liability therefor; (vi) the parties are legally competent to execute this Agreement and to accept full responsibility therefore; (vii) that this Agreement and the releases set forth herein have been carefully read in their entirety by the Parties, who have had the benefit and advice of counsel of their choosing, and this Agreement and the releases set forth herein are known by the Parties to be in full and final and complete compromise, settlement, release, accord and satisfaction, and discharge of all claims and actions as above stated; and (viii) that in entering into this Agreement and the settlement and releases that are encompassed herein, the Parties are acting freely and voluntarily and without influence, compulsion, or duress of any kind from any source, including, but not limited to, any other party or parties, their attorneys, representatives, or anyone acting or purporting to act on behalf of any party.

2.20 Integration. This Agreement constitutes the entire Agreement by and between the Parties and supersedes and replaces any and all previous agreements entered into or negotiated between the Parties.

2.21 Assignment. This Agreement shall not be assigned by NASSIRI, in whole or in part, to any third party, except to a buyer of all of the property NASSIRI owns within Parcel Number 177-08-803-002 as of the Execution Date, without the approval of NDOT in writing, and only then in the event such third party agrees to be bound by the terms herein. Any such assignment will not relieve NASSIRI of any obligations to NDOT hereunder.

2.22 Amendments. This Agreement may not be amended or modified except in writing and signed by each of the Parties.

2.23 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

2.24 Counterparts. This Agreement may be executed in any number of counterparts confirmed by facsimile signatures transmitted by telephone, each of which shall be deemed a duplicate original.

2.25 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors, or assigns, as the case may be.

2.26 Notices. Any Notice required or desired to be given under this Agreement shall be

in writing and personally hand delivered, given by overnight express delivery with receipt, or given by United States registered or certified mail, postage prepaid, return receipt requested. All Notices shall be sent to the receiving party at the following address or at such other address as the party may from time to time direct in writing:

If to NASSIRI:
6590 Bermuda Road
Las Vegas, Nevada 89119

With a copy to:
Michael Chapman, Esq.
9585 Prototype Court, #C
Reno, Nevada 89521
Fax: (775)827-1872

If to NDOT:
Nevada Department of Transportation
Attn: Jeffrey Fontaine, P.E., Director
1263 S. Stewart St.
Carson City, Nevada 89712

With a copy to:
Gregory J. Walch, Esq.
Santoro, Driggs, Walch et al.
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Fax: (702)791-0308

For purposes of this Agreement, Notices shall be deemed to have been given, delivered, or received upon personal delivery thereof or seventy-two (72) hours after having been deposited in the United States mail as provided herein.

2.27 Headings. All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and shall not be considered in the construction or interpretation of any provision of this Agreement.

2.28 No Third Party Beneficiaries. This Agreement is for the benefit of the State of Nevada on relation of its Department of Transportation and NASSIRI only, and is not for the benefit of any other person or entity. Without limiting the generality of the preceding sentence, the Parties hereto agree that there are no third-party beneficiaries of this Agreement.

2.28 No Presumption Regarding Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between NDOT and NASSIRI, and that this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would not be appropriate to deem either Party to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

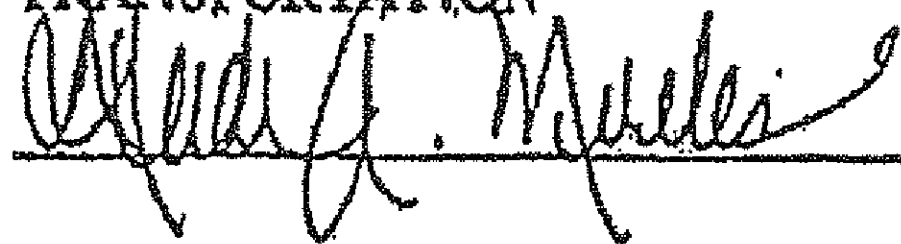
...

...

2.29 Time is of the Essence. The Parties acknowledge that time is of the essence in every aspect of this Agreement.

THE STATE OF NEVADA, ON
RELATION OF ITS DEPARTMENT OF
TRANSPORTATION

FRED NASSIRI



Date: _____

By: Heidi A. Nireles
Its: Chief Right-of-Way Agent
Date: April 29, 2005

Approved as to Legality and Form:

SANTORO, DRIGGS, WALCH,
KEARNEY, JOHNSON & THOMPSON

CHAPMAN LAW OFFICE

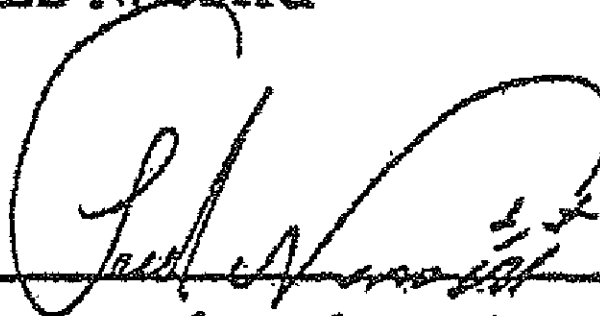
By: _____
GREGORY J. WALCH, ESQ.
Nevada Bar No. 4780
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
400 South Fourth Street, Third Floor
Las Vegas, NV 89101
Phone: (702) 791-0308
Attorneys for Plaintiff The State of
Nevada, on relation of its Department
of Transportation

By: _____
MICHAEL G. CHAPMAN, ESQ.
Nevada Bar No. 1630
9585 Prototype Court, #C
Reno, Nevada 89521
Phone: (775) 827-1866
Attorney for Defendant Fred Nassiri

2.29 Time is of the Essence. The Parties acknowledge that time is of the essence in every aspect of this Agreement.

THE STATE OF NEVADA, ON
RELATION OF ITS DEPARTMENT OF
TRANSPORTATION

FRED NASSIRI



Date: 4-28-05

By: _____
Its: _____
Date: _____

Approved as to Legality and Form:

SANTORO, DRIGGS, WALCH,
KEARNEY, JOHNSON & THOMPSON

CHAPMAN LAW OFFICE

By: _____
GREGORY J. WALCH, ESQ.
Nevada Bar No. 4780
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
400 South Fourth Street, Third Floor
Las Vegas, NV 89101
Phone: (702) 791-0308
Attorneys for Plaintiff The State of
Nevada, on relation of its Department
of Transportation

By: _____
MICHAEL G. CHAPMAN, ESQ.
Nevada Bar No. 1630
9585 Prototype Court, #C
Reno, Nevada 89521
Phone: (775) 827-1866
Attorney for Defendant Fred Nassiri

2.29 Time is of the Essence. The Parties acknowledge that time is of the essence in every aspect of this Agreement.

THE STATE OF NEVADA, ON
RELATION OF ITS DEPARTMENT OF
TRANSPORTATION

FRED NASSIRI


By: _____
Its: _____
Date: _____

Date: _____

Approved as to Legality and Form:

SANTORO, DRIGGS, WALCH,
KEARNEY, JOHNSON & THOMPSON

CHAPMAN LAW OFFICE

By: 
GREGORY J. WALCH, ESQ.
Nevada Bar No. 4780
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
400 South Fourth Street, Third Floor
Las Vegas, NV 89101
Phone: (702) 791-0308
Attorneys for Plaintiff The State of
Nevada, on relation of its Department
of Transportation

By: _____
MICHAEL G. CHAPMAN, ESQ.
Nevada Bar No. 1630
9585 Prototype Court, #C
Reno, Nevada 89521
Phone: (775) 827-1866
Attorney for Defendant Fred Nassiri

Apr 29 05 10:01a

MICHAEL CHAPMAN

7758271872

P. 8

2.29 Time is of the Essence. The Parties acknowledge that time is of the essence in every aspect of this Agreement.

THE STATE OF NEVADA, ON
RELATION OF ITS DEPARTMENT OF
TRANSPORTATION

FRED NASSIRI

By: _____
Its: _____
Date: _____


Date: _____

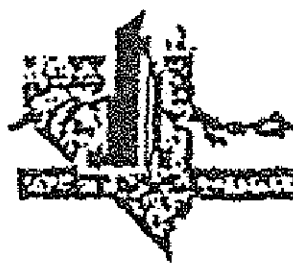
Approved as to Legality and Form:

SANTORO, DRIGGS, WALCH,
KEARNEY, JOHNSON & THOMPSON

CHAPMAN LAW OFFICE

By: _____
GREGORY J. WALCH, ESQ.
Nevada Bar No. 4780
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
400 South Fourth Street, Third Floor
Las Vegas, NV 89101
Phone: (702) 791-0308
Attorneys for Plaintiff The State of
Nevada, on relation of its Department
of Transportation

By:  _____
MICHAEL G. CHAPMAN, ESQ.
Nevada Bar No. 1630
9535 Prototype Court, #C
Reno, Nevada 89521
Phone: (775) 827-1866
Attorney for Defendant Fred Nassiri



Nevada Title Company

ESCROW DISCLAIMER

TO: Nevada Title Company
ESCROW NO.: 05-05-0001-CLB
DATE: May 8, 2005

The undersigned parties acknowledge that the Escrow Agent's function is to be a disinterested third party, taking mutual instructions from the parties to a transaction for preparation of documentation to complete the principal's prior agreements.

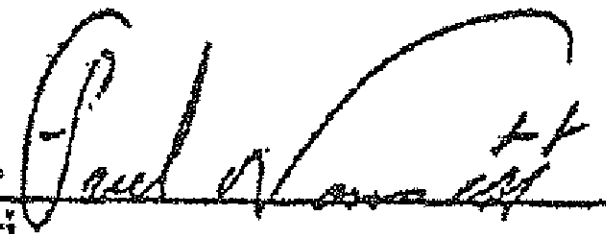
The Escrow Agent is NOT AN ATTORNEY and CANNOT ADVISE the parties as to any legal business, or tax consequences of any provisions or instrument set forth or prepared in connection with this transaction. The undersigned have read and understand each document to which we have affixed our signature and have authorized and instructed Escrow Agent in the manner in which any blanks remaining in said forms are to be completed.

With regard to any questions we may have had pertaining to the Escrow Instructions, the Escrow Agent's role or participation in the escrow, or to the roles of the Real Estate Broker, if any, we have received sufficient explanation. We understand that the subject escrow shall close in accordance with the matters set forth on the documents we have executed.

With regard to any questions we may have had pertaining to the new loan being obtained, if any, we have been made aware that the loan documents were not generated by Nevada Title Company, and that we have received sufficient explanation from the lender providing said loan.

DO NOT AFFIX YOUR SIGNATURES BELOW UNTIL YOU HAVE READ AND AGREED WITH THE MATTERS SET FORTH ABOVE. SHOULD YOU STILL HAVE QUESTIONS WITH REGARD TO THE ABOVE, YOU ARE ADVISED TO SEEK THE ADVICE OF AN INDEPENDENT LEGAL COUNSEL.

BUYERS:


Fred Nassiri

SELLERS:

State of Nevada Department of Transportation

By: _____

Print Name: _____

Title: _____



Nevada Title Company

ESCROW DISCLAIMER

TO: Nevada Title Company
ESCROW NO.: 05-05-0001-CLB
DATE: May 8, 2005

The undersigned parties acknowledge that the Escrow Agent's function is to be a disinterested third party, taking mutual instructions from the parties to a transaction for preparation of documentation to complete the principal's prior agreements.

The Escrow Agent is NOT AN ATTORNEY and CANNOT ADVISE the parties as to any legal business, or tax consequences of any provisions or instrument set forth or prepared in connection with this transaction. The undersigned have read and understand each document to which we have affixed our signature and have authorized and instructed Escrow Agent in the manner in which any blanks remaining in said forms are to be completed.

With regard to any questions we may have had pertaining to the Escrow Instructions, the Escrow Agent's role or participation in the escrow, or to the roles of the Real Estate Broker, if any, we have received sufficient explanation. We understand that the subject escrow shall close in accordance with the matters set forth on the documents we have executed.

With regard to any questions we may have had pertaining to the new loan being obtained, if any, we have been made aware that the loan documents were not generated by Nevada Title Company, and that we have received sufficient explanation from the lender providing said loan.

DO NOT AFFIX YOUR SIGNATURES BELOW UNTIL YOU HAVE READ AND AGREED WITH THE MATTERS SET FORTH ABOVE. SHOULD YOU STILL HAVE QUESTIONS WITH REGARD TO THE ABOVE, YOU ARE ADVISED TO SEEK THE ADVICE OF AN INDEPENDENT LEGAL COUNSEL.

BUYERS:

Fred Nassiri

SELLERS:

State of Nevada Department of Transportation

By: _____

Print Name: _____

Title: _____

EXHIBIT R

Michael G. Chapman
Michelle Stone
Kevin Bertonneau*
*Licensed in CA & NV



Michael G. Chapman, Attorney at Law, P.C.

March 01, 2005

Greg Walch
Santoro, Driggs, Walch et al.
400 S. Fourth Street, 3rd Floor
Las Vegas, NV 89101

FAX: 702-791-1912

Kirby Gruchow
Santoro, Driggs, Walch et al.
400 S. Fourth Street, 3rd Floor
Las Vegas, NV 89101

Re: NDOT v. Nassiri

Dear Gentlemen:

I have finished a first draft of the settlement agreement, and it is now being reviewed by our engineer and Mr. Nassiri. I hope to have it to you within a few days.

I am available to meet with you at your office next week to discuss the draft and make additions or changes as you may suggest.

Your letter of January 28, 2005 specified March 11, 2005 as the deadline to complete this paperwork. I suggest we move the date to March 30, 2005 so we do not run out of time.

I look forward to hearing from you at your earliest opportunity.

Sincerely,

LAW OFFICE OF MICHAEL G. CHAPMAN


Michael Chapman
Attorney At Law

cc: Fred Nassiri
Steve Oxoby

W:\Nassiri\GregKirbyMarch1,2005.wpd

EXHIBIT S

CONFIDENTIAL FAX TRANSMISSION

MICHAEL G. CHAPMAN, P.C.

Attorney at Law

Michael G. Chapman
Michelle Stone
Kevin Bertonneau*
*Licensed in CA & NV

9585 Prototype Court, Ste. C
Reno, Nevada 89521
Telephone (775) 827-1866
Facsimile (775) 827-1872

To: Steve Oxoby

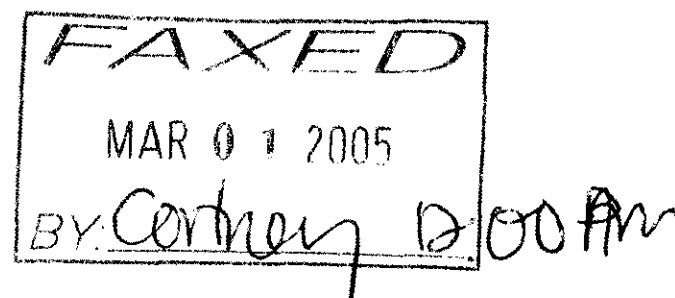
Date: March 1, 2005

Fax #: 775/841-9622

From: Michael Chapman

Subject: NDOT v. Nassiri

Pages: __5__, including cover page



COMMENTS: Attached please find a DRAFT of the settlement agreement in the above referenced matter. Please call me with your comments after you have reviewed the material. Thank you.

If you do not receive the proper number of pages or are disconnected, please call (775) 827-1866.

The information contained in this fax message is intended only for the personal and confidential use of the designated recipients named above. This message may be an attorney-client communication, and as such is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us by mail. We will gladly reimburse your telephone and postage expense. Thank you.



Michael G. Chapman
Michelle Stone
Kevin Bertonneau*
*Licensed in CA & NV

Michael G. Chapman, Attorney at Law, P.C.

March 2, 2005

Greg Walch
Kirby Gruchow
Santoro, Driggs, Walch
400 S. Fourth St., 3rd Floor
Las Vegas, NV 89101

RE: NDOT v Nassiri
Our File No.: 470

Dear Gentlemen:

Enclosed is a first draft of the settlement agreement. Recall we had waited for you to prepare for the first draft, but you told us your schedule prevented you from getting it done right away. In our telephone conversation of last week, you asked us to prepare the draft.

We look forward to discussing any changes you wish to make. We also reserve the right to suggest changes in response to our discussions. I am available to meet with you next week to finish the settlement. Please call my office to schedule a time.

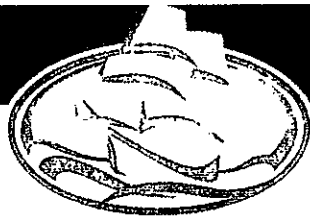
Sincerely,
LAW OFFICE OF MICHAEL G. CHAPMAN, P.C.


Michael G. Chapman
Attorney at Law

MGC/jt

Enclosure

cc: Fred Nassiri
Steve Oxoby



Michael G. Chapman
Michelle Stone
Kevin Bertonneau*
*Licensed in CA & NV

Michael G. Chapman, Attorney at Law, P.C.

March 24, 2005

Greg Walch
Santoro, Driggs, Walch et al
400 S. Fourth St., 3rd Floor
Las Vegas, NV 89101

RE: Nassiri v NDOT
Our File No.: 470

Dear Mr. Walch:

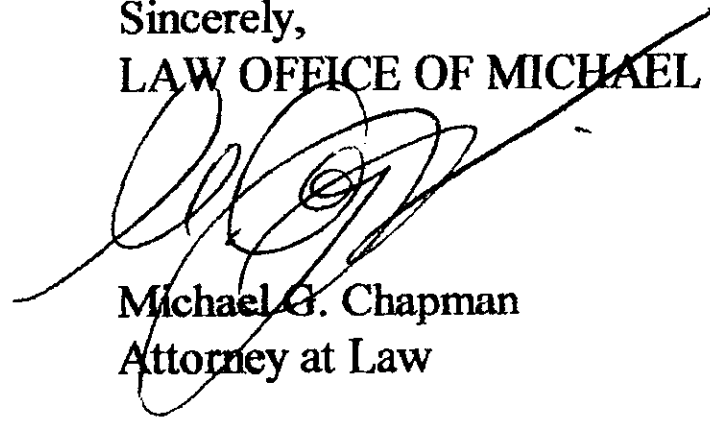
This will confirm our telephone conversation of Friday March 18, 2005. You stated that you had been unable to review the settlement draft due to your heavy schedule in other cases, but anticipated getting to it shortly, and everything was on-track for completion of our deal. You further stated that NDOT staff was reviewing the draft settlement agreement that I sent to your office earlier.

Since I have not heard from you since March 18, I think it important to confirm in writing that Mr. Nassiri is ready to complete the transaction and would like to do so as soon as possible. In previous discussions, we agreed that March 30, 2005, would be a realistic target date to accomplish the same and close these transactions. Because we have not received the department's comments to our draft, this date may not be realistic. I suggest we make every effort to complete the paperwork by April 15, 2005. Please advise if this date is not acceptable to you.

I remain available to work with you either in person or through exchange of faxes to finalize these documents. Give me a call to discuss these matters further.

Sincerely,

LAW OFFICE OF MICHAEL G. CHAPMAN, P.C.

A handwritten signature in black ink, appearing to read 'Michael G. Chapman', is written over the printed name and title.

Michael G. Chapman
Attorney at Law

MGC/jt

cc: Fred Nassiri
Steve Oxoby

W:\Nassiri\Walch Settlement 3.24.05.ltr.wpd

Michael G. Chapman
Michelle Stone
Kevin Bertonneau*
*Licensed in CA & NV

Michael G. Chapman, Attorney at Law, P.C.

April 11, 2005

Greg Walch
Kirby C. Gruchow, Jr.
Santoro, Driggs, Walch
400 S. Fourth St., 3rd Floor
Las Vegas, NV 89101

Via U.S. Mail and Facsimile
702/791-1912

Re: Nassiri re: NDOT
Our File: 470

Dear Greg and Kirby:

This will confirm that we are patiently awaiting your comments on our settlement draft which was sent to you over one month ago. We settled this case in January of 2005 and are still waiting. Last week we sent you the draft settlement agreement in a Word Format, at your request, so you could edit in your own computer.

Since I will be indisposed for most of the month of May, I would like to get this transaction finalize with a closing of escrow no later than the end of April, 2005.

Please contact me this week with your comments to the draft so that we may open the escrow and finalize this transaction.

I will look forward to hearing from you.

Sincerely,
LAW OFFICE OF MICHAEL G. CHAPMAN


Michael G. Chapman
Attorney At Law

MC/bc
cc: Fred Nassiri
W:\Nassiri\ltr to walch and Gruchow April 11.wpd

JOHN E. LEACH
GREGORY J. WALCH
NICHOLAS J. SANTORO
MICHAEL E. KEARNEY
J. DOUGLAS DRIGGS, JR.
RICHARD F. HOLLEY
DAVID G. JOHNSON
RONALD J. THOMPSON
JAMES L. WHITMIRE, III
STEVEN A. GIBSON
DANIEL I. SCHWARTZ
VICTORIA L. NELSON
DEAN S. BENNETT

MICHAEL E. ROWE
JAVIER A. AROUELLO
LEE E. DAVIS
SEAN L. ANDERSON
JAMES D. BOYLE

**SANTORO, DRIGGS, WALCH,
KEARNEY, JOHNSON & THOMPSON**

ATTORNEYS
400 SOUTH FOURTH STREET, THIRD FLOOR
LAS VEGAS, NEVADA 89101
TEL (702) 791-0308
FAX (702) 791-1912
WRITER'S EMAIL: GWALCH@NEVADAFIRM.COM

BRETT D. ECKING
KIRBY C. GRUCHOW, JR.
ANGELA K. ROCK
ANDREW J. GLENDON
OLIVER J. PANCHERI
BRIAN W. BOSCHKE
MICHELLE D. BRIGGS
BRYCE K. EARL
QUINN M. ALAMIN
JENNIFER K. CRAFT
DYRON C. THOMAS
JENNIFER L. HARDING
BEN WEST
MICHAEL F. LYNCH
RYAN T. SCHULTZ
MICHAEL BLANKLEY
STELLA B. DORMAN
TRACY A. GALLEGOS

OF COUNSEL
ANTHONY A. ZMAIA
CHARLES L. TITUS

April 11, 2005

Via Facsimile: (775) 827-1872

Mike Chapman
Chapman Law Office
9585 Prototype Court, #C
Reno, NV 89521

RE: NDOT\Nassiri Settlement Agreement

Dear Mike:

I was trying to reach you last week in advance of our scheduled telephone conference (1:00 p.m. Wednesday) to obtain an electronic version of your draft settlement agreement for revision. As I was unable to get a copy until after our scheduled call, which you were not able to attend, I had to move on to other matters and other engagements. This week is queued up for several depositions, though I hope to turn around a draft by the end of the week. I do have some questions for you, so please call when you have a moment.

Very truly yours,



Gregory J. Walch, Esq.

GJW:as

cc: Heidi Mireles (Via Facsimile)
Kirby Gruchow, Esq.

Michael Chapman

From: "Greg Walch" <gwalch@nevadafirm.com>
To: "Michael Chapman" <michael@michaelchapman.com>
Sent: Thursday, April 14, 2005 9:54 AM
Subject: RE: agreement

Good morning Mike - I will check the correspondence again and let you know if she referenced any particular statute. You will be given copies of all related correspondence if you don't yet have it.

As for the other requests, I will accommodate them as best I can over the next few days, though I must make clear our position that Mr. Nassiri will take subject to the claims regardless of whatever I might tell you about NDOT's opinion on the matter. I'll need to be checking some statutes myself and getting back to you.

Greg

-----Original Message-----

From: Michael Chapman [mailto:michael@michaelchapman.com]
Sent: Thursday, April 14, 2005 6:56 AM
To: Greg Walch
Cc: nassiri@nassiri.com; mstone@michaelchapman.com; Kevin Bertonneau
Subject: agreement

Greg, we would like to know the statute Chambers is claiming under, and whether it is NDOT's opinion that she has a valid claim or invalid claim, and if valid, does her putative interest in reacquiring the piece require her to pay fair market value, or something less. Thanks.

From: Greg Walch
Sent: Friday, April 22, 2005 11:31 AM
To: Michael Chapman (E-mail)
Subject: Update on Nassiri
Attachments: Judgment Final Order Condemnation Nassiri2.wpd.pdf; Settlement Agreement2.pdf; Stipulated Judgment Nassiri2.wpd.pdf

Mike - I've revised the agreements, but am waiting to hear back from NDOT on a couple more matters. In the meantime, attached are clean versions of the revisions, which I have not yet had a chance to review with the client. I'm still waiting to hear from NDOT about the area within the Exchange Parcels and the duration of necessary TEs.

NDOT has agreed to let Mr. Nassiri keep the teardrop parcel without changing the price. NDOT cannot agree to convey the property abutting LVB because of competing claims by the county and other concerns.

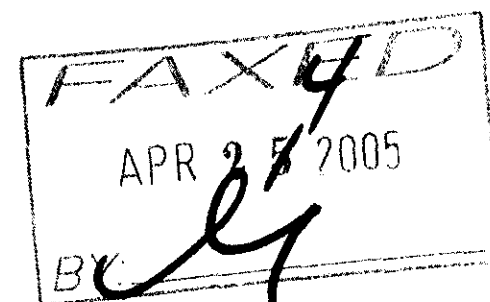
Talk to you soon.

Greg

<<Judgment Final Order Condemnation Nassiri2.wpd.pdf>> <<Settlement Agreement2.pdf>> <<Stipulated Judgment Nassiri2.wpd.pdf>>

CONFIDENTIAL FAX TRANSMISSION

Michael G. Chapman
Attorney at Law
9585 Prototype Court, Suite C
Reno, NV 89521
(775) 827-1866
Fax: (775) 827-1872



To: Greg Walch
Date: April 24, 2005
Fax #: 702-791-1912
From: Office of Michael G. Chapman
Subject: NDOT v. Nassiri
Pages: 16 including cover page

COMMENTS: I have made some handwritten comments on the draft. Mr. Nassiri has not yet seen the new drafts so we reserve the right to make additional comments after I speak with him. We thank NDOT for agreeing to let Mr. Nassiri retain the Teardrop piece without adjusting the dollar amounts. We understand NDOT cannot convey Parcel 1, as shown on my map sent to you a few days ago. What about Parcels 2 and 3, however. Please provide a response w/r/t those. Also, the land areas still come to more than 4.22 acres to be conveyed by Nassiri to NDOT. Did you double check these? We are also anxious to receive NDOT's survey data and legal description for the Exchange Property. We look forward to concluding this transaction. Thanks.

If you do not receive the proper number of pages or are disconnected, please call (775) 827-1866.

The information contained in this fax message is intended only for the personal and confidential use of the designated recipients named above. This message may be an attorney-client communication, and as such is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us by mail. We will gladly reimburse your telephone and postage expense. Thank

From: Greg Walch
Sent: Tuesday, April 26, 2005 10:11 AM
To: Michael Chapman (E-mail)
Subject: FW: Response to Nassiri Comments
Attachments: settlement status memo.doc; Judgment Final Order Condemnation Nassiri3.pdf

FYI

> -----Original Message-----

> From: Greg Walch

> Sent: Monday, April 25, 2005 10:44 AM

> To: Michael Chapman (E-mail)

> Cc: Heidi Mireles (E-mail); Joe Ward (E-mail); Terry Thienhaus (E-mail); Liesl Freedman (E-mail)

> Subject: Response to Nassiri Comments

>

> Mike - I looked over your handwritten questions/changes this morning, and attach NDOT's response. I'm waiting for an answer to one question I had on the Exchange Property legals and will release them to you, probably today.

>

> Greg

>

>> <<settlement status memo.doc>> >> <<Judgment Final Order Condemnation Nassiri3.pdf>>

EXHIBIT T

FIRST AMENDMENT TO SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS

This First Amendment to Settlement Agreement and Release of All Claims (the "First Amendment") is made and entered into this 17th day of June, 2005, by and among The State of Nevada, on relation of its Department of Transportation ("NDOT" or "Plaintiff") and Fred Nassiri, a resident of Clark County, Nevada ("NASSIRI" or "Defendant", and together with NDOT, "the Parties") to amend that certain Settlement Agreement and Release of All Claims (the "Settlement Agreement") entered into by the Parties on or about April 28, 2005.

I.

Recitals

1.01 The Lawsuit. On or about August 31, 2004, NDOT filed its Complaint in condemnation ("Complaint") against, among others, NASSIRI, in the Eighth Judicial District Court, Clark County, Nevada, Case Number A491334 (the "Lawsuit") to acquire certain property owned by NASSIRI in fee simple and other property owned by NASSIRI for a two-year construction easement in connection with the construction and reconstruction of the interchange at I-15 and Blue Diamond Road, and the attendant widening and realignment of Blue Diamond Road (the "Project"). NDOT also named Clark County as a defendant in the Lawsuit. Clark County filed a disclaimer of any interest in the proceedings on October 13, 2004.

1.02 Settlement Agreement. The Parties resolved the Lawsuit through the Settlement Agreement, which, among other things, provided that NDOT would convey to NASSIRI a 1,063,132 parcel of land defined therein as the "Exchange Property" and NASSIRI would pay NDOT TWENTY-THREE MILLION TWO HUNDRED TWENTY NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$23,229,500.00) (the "Exchange Compensation") in exchange. The Parties have discovered that the Exchange Property legal description should be changed as set forth in this First Amendment, and that such revised legal description will be used in both the Quitclaim Deed and Exchange Property Easement.

1.03 Settlement Agreement Survival. The Parties also desire that the Settlement Agreement be modified to set forth more clearly the Parties' intention that the representations, warranties, indemnities, and all other rights and obligations of the Settlement Agreement shall not merge with the conveyance or recording of the Quitclaim Deed or Exchange Property Easement.

II.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows.

2.01 Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Settlement Agreement.

2.02 Exchange Property Legal Description. The Exchange Property shall be the 1,063,570 square foot property set forth in the legal description and diagram attached hereto as Exhibit A-1 and incorporated herein by this reference. The legal description set forth in Exhibit A-1 shall be attached to and incorporated into the Quitclaim Deed and the Exchange Property Easement.

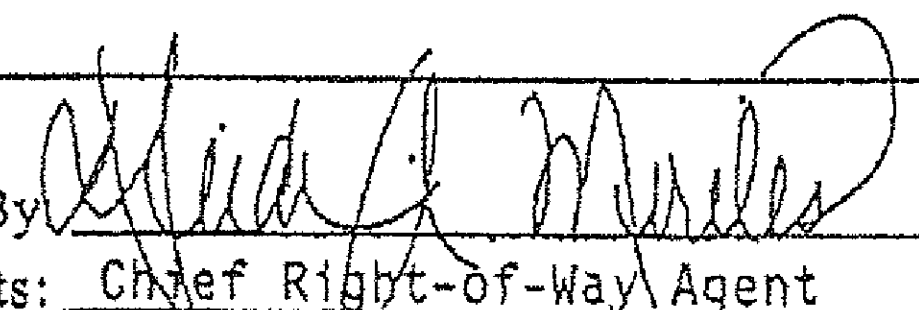
2.03 Exchange Compensation. The Exchange Compensation shall be TWENTY-THREE MILLION TWO HUNDRED THIRTY-NINE THOUSAND FOUR AND 05/100 DOLLARS (\$23,239,004.50) rather than TWENTY-THREE MILLION TWO HUNDRED TWENTY NINE THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$23,229,500.00) to reflect the additional square footage included in the Exchange Property legal description attached hereto as Exhibit A-1 at TWENTY-ONE AND 85/100 DOLLARS (\$21.85) per square foot.

2.04 Survival. The representations, warranties, indemnities, and all other rights and obligations provided in the Settlement Agreement shall not merge with the conveyance or recording of the Quitclaim Deed or Exchange Property Easement, or with the entry or recording of the Final Judgment.

This First Amendment shall be effective as of the date first written above.

THE STATE OF NEVADA, ON
RELATION OF ITS DEPARTMENT OF
TRANSPORTATION

FRED NASSIRI

By 
Its: Chief Right-of-Way Agent
Date: June 14, 2005

Date: _____