

Item # 9A

**City of Carson City  
Agenda Report**

**Date Submitted:** 12-11-07

**Agenda Date Requested:** 12-20-07

**Time Requested:** 10 minutes

**To:** Mayor and Supervisors

**From:** Carson City District Attorney

**Subject Title:** Discussion and possible action to approve the Settlement Agreement between Carson City Nugget, Inc., Carson Nugget, Inc. and Carson City Regarding Abandonment of Streets.

**Staff Summary:** The City sought judicial review of its decision to charge for the abandonment of streets in the part of the city that encompassed the federal townsite. Capital City Entertainment joined in the suit seeking reimbursement. Following its decision to seek reimbursement, two other owners of property which had paid for the abandonment of streets also sought relief. The District Court held that the City should not have charged for the abandonment of the streets that were a part of the Federal Townsite Act. The City appealed the decision to the Nevada Supreme Court, which upheld the District Court decision, but stated that there were some defenses to repayment of the purchase price of the streets. The City pursued those defenses in the District Court and lost. The case was again appealed to the Nevada Supreme Court but settled in the Supreme Court settlement program.

In 2000, Carson City Nugget, Inc. sued Carson City for damages and injuries it claimed to have suffered due to the payment for the abandonment of certain portions of Plaza Street, recorded November 1, 1974 and certain portions of Spear Street, recorded November 10, 1980. This agreement settles all claims the Nugget has against the City due to the abandonment of the streets.

**Type of Action Requested:** (check one)  
 Resolution  Ordinance  
 Formal Action/Motion  Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to approve the Settlement Agreement between Carson City Nugget, Inc., Carson Nugget, Inc. and Carson City Regarding Abandonment of Streets.

**Explanation for Recommended Board Action:** This settlement will settle all claims regarding the abandonment of portions of Plaza Street in 1974 and Spear Street in 1980. The settlement requires the following:

1. The City to pay to Nugget \$252,576.00 as reimbursement for the amounts

paid by Nugget for the abandonment of the streets.

2. As additional compensation for interest which has accrued since the date of the abandonment, the City will:

a. Improve and maintain a plaza/park feature on state property located south of the Nugget. The value of these improvements has been calculated to be \$143,912.00.

b. Expend \$631,088.00 on either a hotel/conference/parking garage complex on real property currently owned by the Nugget between Stewart Street and Carson Streets or the City shall improve East Robinson Street and North Plaza Street curb, gutters and sidewalks. These improvements must be completed no later than December 31, 2009 or the City will be required to pay to Nugget \$491,330.00 plus interest which begins to accrue on December 20, 2007. In addition to the curb, gutter and sidewalk improvements, the City shall commence and improve the sidewalks on Carson Street and add electronic left turn arrow signals at Carson Street and Robinson Street within three years of the City assuming responsibility of Carson Street from the State. In the event City does not commence these projects within the time limits, the City shall pay the Nugget \$139,758.00 plus interest which begins to accrue on December 20, 2007.

3. The City and the Nugget agree to pay \$50,000.00 each toward a feasibility study for the downtown area.

**Funding Source:** Insurance Fund/Redevelopment Fund

**Alternatives:** The Board can choose not to approve the settlement and the case can proceed to trial.

**Supporting Material:** Draft Settlement Agreement without exhibits and Release of All Claims

**Prepared By:** Melanie Bruketta, Chief Deputy District Attorney

Reviewed By:

David R. Miller  
(City Manager)  
Mark Prosser  
(Finance Director)

Date: \_\_\_\_\_

Date: 12/11/07

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**SETTLEMENT AGREEMENT BETWEEN**  
**CARSON CITY NUGGET, INC., CARSON NUGGET, INC.,**  
**AND CARSON CITY**  
**REGARDING ABANDONMENT OF STREETS**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2007, by and between CARSON CITY NUGGET, INC. and CARSON NUGGET, INC., hereinafter referred to as "NUGGET", and CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada, hereinafter referred to as "CITY", as follows:

**WHEREAS**, NUGGET claims to have suffered certain injuries and damages as a result of its payments to the CITY for the CITY's abandonment of certain portions of Plaza Street, more particularly described in Exhibit A, recorded November 1, 1974, and abandonment of certain portions of Spear Street, more particularly described in Exhibit B, recorded November 10, 1980, (hereinafter referred to as "Abandonments"); and

**WHEREAS**, the claims of NUGGET arising out of the Abandonments are set forth in and are subject of that certain Case No. 00-00262A filed in the First Judicial District Court of the State of Nevada, in and for Carson City (hereinafter referred to as "Action"), wherein CITY is the Defendant and NUGGET is the Plaintiff; and

**WHEREAS**, the parties to said litigation and their representatives have entered into negotiations and have arrived at a mutually satisfactory resolution of their dispute and potential claims of every character whatsoever which were or could have been brought as a result of the Action or Abandonments or that NUGGET may have against CITY or CITY may have against NUGGET arising out of the Action or Abandonments; and

**WHEREAS**, the NUGGET and the CITY are desirous of setting forth the specific and complete terms, conditions and provisions of the resolution in this written Agreement;

**NOW, THEREFORE**, upon execution of this Agreement and Release by the NUGGET and the CITY, the parties agree and contract as follows:

1. NUGGET, in exchange for the considerations set forth herein, hereby does release, acquit and forever discharge CITY and each, every and all of its insurers, agents, employees, trustees, partners, affiliates and representatives, of and from any and all actions, causes of action, whether contractual, tortuous or otherwise, claims, including claims for attorneys' fees and costs pursuant to any statute, or constitutional violations, counterclaims, demands, costs or expenses, and without limitation to any of the foregoing, any or all claims or causes of action of whatever character existing, arising or resulting from the Abandonments of any streets to NUGGET, with or without payment for said streets made to Carson City, all as more particularly described in the above-referenced Action.

2. CITY, in exchange for the considerations set forth herein, hereby does release, acquit and forever discharge NUGGET and each, every and all of its insurers, agents, employees, trustees, partners, affiliates and representatives, of and from any and all actions, causes of action, whether contractual, tortuous or otherwise, claims, including claims for attorneys' fees and costs pursuant to any statute or constitutional violations, counterclaims, demands, costs or expenses, and without limitation to any of the foregoing, any or all claims or causes of action of whatever character existing, arising or resulting from the abandonment of any streets to NUGGET with or without

payment for said streets made to Carson City, all as more particularly described in the above-referenced Action.

3. This Agreement is meant to cover any and all claims arising out of the above-described Action, and is not meant to address claims NUGGET has or may have against CITY or claims CITY has or may have against NUGGET arising from other activities unrelated to the claims.

4. In exchange for the consideration described in this paragraph and elsewhere in this Agreement, CITY will, upon execution of this Agreement, pay NUGGET the sum of TWO HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$252,576.00) as reimbursement of amounts paid by NUGGET for the abandonment of portions of Plaza Street and portions of Spear Street.

5. As additional compensation to NUGGET, CITY agrees to improve and maintain as long as permitted to do so by the State of Nevada the area south of the NUGGET property with a Plaza/Park Feature as shown in Exhibit C (the "Laxalt Plaza/Park Feature"). The value of these improvements has been calculated at ONE HUNDRED FORTY-THREE THOUSAND, NINE HUNDRED TWELVE AND NO/100 DOLLARS (\$143,912.00). The improvements shall be completed no later than June 30, 2008. The CITY has the sole authority to determine how the property will be maintained.

6. As further additional compensation to NUGGET, CITY agrees to expend a total of SIX HUNDRED THIRTY-ONE THOUSAND AND EIGHTY-EIGHT AND NO/100

DOLLARS (\$631,088.00) on projects described in Paragraph 7 or Paragraphs 8 and 9 below.

7. In the event that NUGGET submits plans prior to December 31, 2008 to build a hotel/conference center/parking garage complex on real property currently owned by the NUGGET between Stewart and Carson Streets, CITY will commit to expend the \$631,088.00 over the ensuing three (3) years on behalf of the NUGGET in connection with the development of the aforementioned hotel/conference center/parking garage complex. Any such expenditures must be made in accordance with NRS 279, REDEVELOPMENT OF COMMUNITIES.

8. In the event that NUGGET does not submit plans prior to December 31, 2008 to build a hotel/conference center/parking garage complex on real property currently owned by the NUGGET between Stewart and Carson Streets, CITY shall improve East Robinson Street and North Plaza Street curb, gutters and sidewalks as shown in Exhibit D attached hereto and incorporated herein by this reference (the "Street Improvements"). In the event the Street Improvements are not completed by December 31, 2009, the CITY will pay to NUGGET, FOUR HUNDRED NINETY-ONE THOUSAND THREE HUNDRED THIRTY AND NO/100 DOLLARS (\$491,330.00).

9. In addition, in the event that NUGGET does not submit plans prior to December 31, 2008 to build a hotel/conference center/parking garage complex on real property currently owned by the NUGGET between Stewart and Carson Streets, CITY shall commence to improve the sidewalks on Carson Street (the "Carson Street Project") and add electronic left turn arrow signals at Carson Street at Robinson Street as shown in Exhibit E within three (3) years of Carson City assuming responsibility of

Carson Street from the Nevada Department of Transportation pursuant to an agreement between CITY and the Nevada Department of Transportation dated October 14, 2004, attached as Exhibit F. Installation of the traffic signals shall be predicated upon the intersection meeting warrants for such traffic signals. In the event CITY does not commence the Carson Street Project within the time limits set forth, CITY shall pay NUGGET, ONE HUNDRED THIRTY-NINE THOUSAND SEVEN HUNDRED AND FIFTY-EIGHT AND NO/100 DOLLARS (\$139,758.00). CITY is not required to pay this amount to NUGGET if the intersection does not meet warrants for such traffic signals.

10. All sums which become due and owing pursuant to paragraphs 8 and 9, if any, hereunder shall bear interest at the legal rate from the date hereof until paid. Such principal amounts and interest accrued thereon shall be due and payable thirty (30) days after the passage of the date on which the failure to perform triggers the liability to pay.

11. NUGGET and CITY shall jointly contract for half of the cost (not to exceed \$50,000.00 per party) of a commissioned feasibility study to be completed in conjunction with engaging the services of a development finance consultant to analyze the feasibility study and facilitate public-private partnerships as they relate to the current and future market demands within the Redevelopment Area of Downtown Carson City.

12. It is understood that in paying and receiving the aforesaid sums of money and in exchanging the other forms of consideration described in this Agreement, this settlement is a compromise of a disputed claim, and that payment is not to be construed as any admission or acknowledgment of liability or responsibility whatsoever on the part of the CITY or any agent, servant, employee or representative thereof hereby released,



by each of whom all liability or responsibility is expressly denied. In making this Agreement, it is understood and agreed that the undersigned specifically warrant and represent that in so doing they have been fully advised and represented by legal counsel of their own selection, and are fully familiar with all of the circumstances surrounding the claims set forth in the above Action, and in executing this Agreement they do so relying wholly upon their own judgment, and advice of counsel of their own independent selection, and that they have in no way been influenced whatsoever in making this Agreement by any representation or statement whatsoever, regarding the matters set forth herein, or any other matter made by any person, individual, corporation or any agent, employee, officer or representative thereof, who is hereby released, or by an attorney by them employed.

13. The undersigned further declare that each of them has carefully read this Agreement, and that the contents thereof are fully known by each of them, and that they have signed freely and voluntarily.

14. All parties agree to undertake all appropriate supplemental steps and agree to execute all documents necessary to effectuate this Agreement.

15. The parties hereto agree to execute a Stipulation to Dismiss First Judicial District Court Case No. 00-00262A, in order to obtain dismissal of said case, with prejudice, each party to bear their own attorneys' fees and costs and providing that the First Judicial District Court retain jurisdiction to enforce this Agreement. In addition, NUGGET agrees to sign a Release of All Claims attached as Exhibit G.

16. It is hereby further agreed and understood that the Agreement herein was made by all parties in good faith.

17. Each party has read and approved the language in this Agreement which shall be construed as a whole according to its fair meaning and not strictly for or against any party hereto. In the event that it should become necessary to interpret this Agreement or any other instrument executed in connection herewith, no adverse presumption shall apply to any party drafting or contributing to the drafting of this Agreement or any other instrument executed in connection therewith.

18. This Agreement effects a settlement of claims which are denied and contested. Nothing in this instrument nor any corollary instrument shall be construed as an admission by any party mentioned herein of any liability of any kind to the other party.

19. This Agreement shall inure to the benefit as well as the binding upon the heirs, successors and assigns of the undersigned.

20. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of Nevada applicable to instruments, persons, and transactions which have legal contacts and relationships solely within the State of Nevada.

21. The parties executing this Agreement warrant and represent that they are authorized to do so on behalf of their respective parties.

22. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the

party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

23. This Agreement contains the entire agreement between the parties hereto and the terms of this Agreement are contractual and not a mere recital, and may not be modified, varied or explained except by mutual agreement of the parties in writing attached hereto.

**CARSON CITY, NEVADA.**

By: \_\_\_\_\_  
MARV TEIXEIRA, Mayor

ATTEST: \_\_\_\_\_  
ALAN GLOVER, Clerk/Recorder

**CARSON CITY NUGGET, INC., a Nevada corporation**

By: \_\_\_\_\_  
CARSON CITY NUGGET, INC.

**CARSON NUGGET, INC., a Nevada corporation**

By: \_\_\_\_\_  
CARSON NUGGET, INC.

STATE OF NEVADA            )  
  ): ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_

personally appeared before me, a Notary Public, who acknowledged to me that they executed the foregoing Agreement.

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NOTARY PUBLIC

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the total payment to the undersigned, CARSON CITY NUGGET, INC. and CARSON NUGGET, INC. ("PAYEES"), the sum of TWO HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED SEVENTY-SIX and 00/100 dollars (\$252,576.00), the improvement of a Plaza/Park feature having a value of ONE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED TWELVE and 00/100 dollars (\$143,912.00), the expenditure of FIFTY THOUSAND dollars and 00/100 cents (\$50,000.00) toward a downtown feasibility study, the expenditure of a total of SIX HUNDRED THIRTY-ONE THOUSAND AND EIGHTY-EIGHT and 00/100 dollars (\$631,088.00) on projects as described in the "Settlement Agreement Between Carson City Nugget, Inc., Carson Nugget, Inc., and Carson City Regarding Abandonment of Streets" from CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada, ("PAYOR"), PAYEES do release the PAYOR, CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada, and each, every and all of Carson City's officers, deputies, agents, servants, employees, trustees, partners, affiliates, representatives, attorneys, successors and assigns, of and from any and all known or unknown actions, causes of actions, claims, demands, damages, costs, losses, expenses, attorneys fees, charges including, medical expenses or loss of wages, now incurred or to be incurred in the future, property damage, loss of value, and any and all liabilities of whatsoever character, and without limitation to the foregoing, resulting from or growing out of or connected with the abandonment of certain portions of Plaza Street and Spear Street and any other streets to PAYEES, as more fully set forth in case number 00-00262A in the First Judicial District Court in and for Carson City, Nevada, in which said PAYEES are the Plaintiffs and PAYOR is the Defendant.

By this document, PAYEES do release CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada, and each, every and all of its officers, deputies, employees, servants, trustees, agents, partners, affiliates, representatives, attorneys, successors, and assigns, all of whom are hereby forever and completely released,

1 discharged and acquitted of and from any and all claims or causes of action known or  
2 unknown, held or claimed by the undersigned in any legal capacity whatsoever, whether or  
3 not set forth in the said action for damages on file in the above-entitled action, or in any way  
4 arising or growing out of the premises alleged and set forth in said action.

5 In making this release and agreement, it is understood and agreed that the  
6 undersigned PAYEES do specifically warrant and represent that in doing so, they have been  
7 fully advised and represented by legal counsel of their own selection, and are fully familiar  
8 with all of the circumstances surrounding said agreement, and in executing this release they  
9 rely wholly upon their own judgment and advice of counsel of their own independent  
10 selection, and that they have been in no way influenced by any representation or statement  
11 whatsoever regarding the matters set forth herein, or any other matter made by any person,  
12 individual or corporation, or any agent, employee or servant thereof, who are hereby released,  
13 or any persons representing any of them or by any attorney by any of them employed.

14 It is understood that this settlement is a compromise of a disputed claim, and that the  
15 payment and receipt of the aforesaid sum of money is not to be construed as an admission or  
16 acknowledgment of liability or responsibility whatsoever on the part of or by any individual,  
17 person, corporation, attorney, trustee, partner, affiliate, successor, assign, governmental  
18 entity, or any agent, officer, deputy, servant, employee or representative thereof, herein  
19 released, by each of whom all liability or responsibility is expressly denied.

20 The parties to this agreement acknowledge that the terms contained herein contain the  
21 entire agreement among the parties hereto, and the terms of this agreement release are  
22 contractual and not merely recital. The undersigned further declare that this entire release  
23 has been carefully read, that the contents thereof are fully known and understood, and that  
24 the same is signed as the free and voluntary act of the undersigned, and that it is the express  
25 intention of the undersigned to waive, release and discharge any and all claims and causes of  
26 action of whatsoever character against the said parties to this agreement theretofore defined  
27 and delineated, and each, every and all of their agents, officers, deputies, servants, partners,  
28 affiliates, employees, representatives, attorneys, trustees, successors, and assigns, and to be

Office of the District Attorney  
Carson City, Nevada  
885 East Musser St., Suite 2030, Carson City, Nevada 89701  
Tel.: (775) 887-2070 Fax: (775) 887-2129

1 fully and legally bound thereby.

2 **WITNESS** this hand of the undersigned this \_\_\_ day of \_\_\_\_\_, 2007.

3 **CARSON CITY NUGGET, INC,**

4 By: \_\_\_\_\_

6 **CARSON NUGGET, INC.**

7 By: \_\_\_\_\_

10 STATE OF NEVADA )  
11 ) :ss.  
12 COUNTY OF \_\_\_\_\_ )

13 On this \_\_\_ day of \_\_\_\_\_, 2007, personally appeared before me, a Notary  
14 Public \_\_\_\_\_, who acknowledged to me that he executed the foregoing Release of All  
15 Claims.

17 \_\_\_\_\_  
18 NOTARY PUBLIC

4.45 A

CARSON CITY COUNTY

1974-0-4

ORDER FOR VACATION OF A PORTION OF PLAZA STREET

WHEREAS, at a regular meeting of the Board of Supervisors of Carson City, State of Nevada, a petition for an Order or Resolution to vacate the following described property:

All that portion of Plaza Street, lying between Blocks 54 and 55 of the Musser Division to Carson City, State of Nevada, and more particularly described as follows:

Beginning at the southeast corner of Block 55 of the Musser Division to Carson City; thence east to the southwest corner of Block 54 of said Musser Division; thence north along a west boundary line of said Block 54 to the northwest corner of said Block 55; thence west to the northeast corner of said Block 55; thence south along the east boundary of said Block 55 to the southeast corner of said Block 55 and the point of beginning;

has been filed; and

WHEREAS, notice has been posted according to law; and

WHEREAS, upon a public hearing held on September 17, 1974

it appears to the satisfaction of the Carson City Board of Supervisors that the public will not be materially injured by the proposed vacation; and

WHEREAS, the Carson City Planning Commission has recommended that certain conditions be attached to any vacation ordered in this matter by the Carson City Board of Supervisors; and

WHEREAS, the 1973 Nevada Legislature determined that as of July 1, 1973 the abutting property owners must pay for title to any vacated street or alley such consideration as the governing body determines to be reasonable;

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CARSON CITY BOARD OF SUPERVISORS:

1. That the property described in the first recital paragraph herein is hereby vacated as a public street or thoroughfare within Carson City, State of Nevada subject to the following conditions precedent:

a. That pursuant to NRS 278.480 the Carson City



CARSON CITY COUNTY

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Board of Supervisors has determined that the just value of the property described in the first recital paragraph herein is Seventy Six Thousand Five Hundred Dollars (\$76,500.00). That after due negotiations with the Carson City Nugget, Inc., it has been determined that payment of this amount shall be made in the following manner, to-wit:

- 1. The payment of Thirty Thousand Dollars (\$30,000.00) in cash to Carson City.
- 2. The transfer, by Warranty Deed, to Carson City of that certain parcel of land described as follows:

Lots 6 and 7 and the south one-half of Lot 8 (including the west one-half of the abandoned alley and including the north six (6) feet of the abandoned portion of Ann Street), of Block 2, of the Curry Addition to Carson City.

The payment and transfer specified in Paragraphs 1. a. 1 and 1. a. 2, respectively, are expressly made conditions precedent to this order.

- 2. That the following are conditions subsequent to this

order:

- a. As a condition subsequent to this Order the Carson City Nugget, Inc., shall pay real property taxes on the parcel of property described in Paragraph 1. a. 2 herein for the fiscal year of 1974-1975. These taxes are due and payable in fiscal year 1975-1976.
- b. That as a further condition subsequent to this Order the Carson City Nugget, Inc. shall relocate and construct all water, sewer and other utilities and utility lines the relocation of which is necessitated by the abandonment of the real property described in the first recital paragraph herein. Said relocation

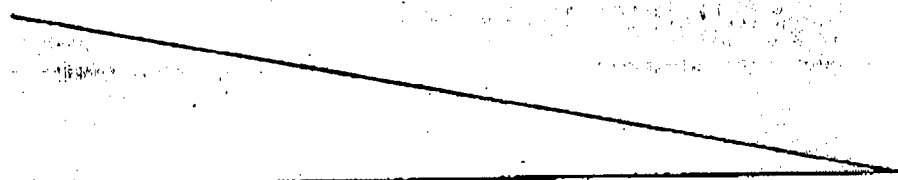
CARSON CITY COUNTY

1 and construction shall be approved by the Carson  
 2 City Director of Public Works. Until the completion  
 3 of this relocation and/or construction Carson City  
 4 hereby reserves and accepts from this abandonment  
 5 all easements for water, sewer and other utility lines.

6 c. That as a further condition subsequent to this  
 7 Order the list of conditions and specifications  
 8 filed by the Carson City Planning Commission  
 9 with the Carson City Board of Supervisors relative  
 10 to the herein abandonment shall be complied with.  
 11 Provided, however, that the Carson City Nugget,  
 12 Inc. shall be allowed bus parking on Robinson  
 13 Street for the purpose and during the course of  
 14 loading and unloading passengers. It is further  
 15 provided that the Carson City, Nugget, Inc. may  
 16 have one access on Robinson Street for ingress  
 17 only into the parking lot adjacent to said Robinson  
 18 Street.

19 3. That pursuant to NRS 278.480 this Order is subject  
 20 to the conditions precedent and subsequent specified in Paragraph 2  
 21 herein. Upon performance of conditions precedent, and recordation as  
 22 hereinafter provided, title to the property described in the first recital  
 23 paragraph herein shall revert to the Great Western Corporation, the sole  
 24 abutting property owner.

25 4. That the Clerk of Carson City be, and hereby is  
 26 authorized and directed to record a certified copy of this Order with the  
 27 Recorder of Carson City, State of Nevada.



CARSON CITY COUNTY

1 ORDERED this 17th day of September 1974, by the following  
2 vote of the Carson City Board of Supervisors:

3 AYES: Eugene M. Scrivner, Mayor  
4 George Criteser  
5 George Gottschalk  
6 Richard Peterson, M. E. Hayes

7 NAYES: None

8 ABSENT: None

9  
10  
11 *Eugene M. Scrivner*  
12 EUGENE M. SCRIVNER, Mayor

13 Date: September 17, 1974

14 ATTEST:

15 *Vaughn L. Smith*  
16 VAUGHN L. SMITH, Clerk

17 Date: September 17, 1974

18 The consideration for the herein abandonment was determined  
19 on the 15th day of October, 1974 by the following vote of the Carson City

20 Board of Supervisors:  
21 *For Record of Records of*  
22 **CARSON CITY**  
23 NOV 1 1974 3 P.  
24 Min. Past 1 o'clock  
25 Recorded in Book...  
26 of official Records

27 *Carson City, Nevada*  
28 *Vaughn L. Smith*  
29 Carson City Recorder

30 43751 Deputy

21 AYES: Eugene M. Scrivner  
22 George Criteser, M. E. Hayes  
23 George Gottschalk  
24 Richard Peterson

25 NAYES: None

26 ABSENT: None

27  
28 *Eugene M. Scrivner*  
29 EUGENE M. SCRIVNER, Mayor

30 Date: October 15, 1974

31 *Vaughn L. Smith*  
32 VAUGHN L. SMITH, Clerk

33 Date: October 15, 1974

B

ORDER VACATING AND ABANDONING  
A PORTION OF SPEAR STREET

WHEREAS, a Petition dated May 23, 1977, seeking vacation of a portion of Spear Street in Carson City, Nevada, was signed by Everett C. Randall, Christi Ann D. Randall, Great Western Corporation, L. L. Adams, W. H. Adams and Bill Green and filed with the Carson City Public Works Department on May 27, 1977, and

WHEREAS, several public hearings were thereafter duly noticed and held by the Regional Planning Commission and by the Board of Supervisors of the City of Carson City, and

WHEREAS, at the last meeting of the Board of Supervisors of the City of Carson City held on the 23rd day of February, 1978, said Board ordered that certain portions of Spear Street be vacated and offered for sale pursuant to the provisions of Nevada Revised Statutes 278.480 which requires that a written order be prepared and recorded in the Office of the Recorder of Carson City,

NOW, THEREFORE, this is to certify that the Board of Supervisors did, at their regular meeting duly noticed and held on the 23rd day of February, 1978, act upon the above recited Petition for closure of certain portions of Spear Street and did enter the following order:

1. That Spear Street in Carson City, Nevada, be closed from the east line of Carson Street to the west line of Fall Street, all in Carson City, Nevada as hereinafter described, to-wit:

A portion of the NW 1/4, Section 17, T.19N., R.20E., M.D.B. & M.

Being that portion of Spear Street right of way lying between the east right of way line of Carson Street and the west right of way line of Fall Street excluding, however, a portion of said Spear Street right of way 12.0 feet in width, approximately 170 feet in length and extending from the east right of way line of Carson Street to the west right of way line of Plaza Street, lying adjacent to, parallel and contiguous with the north line of Block 42 of Musser Subdivision as shown on the Official Plat of Musser Subdivision recorded in Book 1, Page 187 of the Official Records of Carson City, Nevada, on the 30th day of September, 1963.

2. That the Supervisors have determined that a reasonable price for that portion of Spear Street lying between the east line of Carson Street and the west line of Plaza Street is NINE DOLLARS (\$9.00) per square foot; and that a reasonable price for that portion of Spear Street lying between the west line of Plaza Street and the west line of Fall Street is SIX DOLLARS (\$6.00) per square foot.

3. It was further ordered that inasmuch as Great Western had agreed to a land trade with Mr. and Mrs. Randall, leaving Great Western Corporation as the only abutting property owner on the portions of Spear Street lying between the west line of Plaza Street and the west line of Fall Street, at such time as Great Western shall commence construction on its proposed multi-story parking facility covering said portion of Spear Street, said parking lot being available for use by the general public, Carson City will reimburse Great Western Corporation in an amount equal to FIVE DOLLARS (\$5.00) per square foot of said portion of Spear Street, i.e. that portion of Spear Street lying between the west boundary of Plaza Street and the west boundary of Fall Street.

4. It was further ordered that a refund at the rate of SIX DOLLARS (\$6.00) per square foot for that portion of the intersection of Plaza and Spear Street, or contiguous property, which will remain a public area for vehicle turn around and commercial deliveries, be made at such time as plans are submitted to and approved by the Public Works Department and upon receipt of a deed from Great Western Corporation to Carson City describing said area.

5. It was further ordered that if a utility has an easement over or under the properties hereby vacated and abandoned, said easement, or easements, shall be continued.

ORDER this 23rd day of February, 1978 by the following vote

Ayes:

Joe Bensinger

Thelma Calhoun

M. E. "John" Hayes

Robert C. Brogan

Harold J. Jacobsen

Ways: None  
Absent: None

*Harold Jacobsen*  
Harold Jacobsen, Mayor

Date November 10, 1986

Attest:

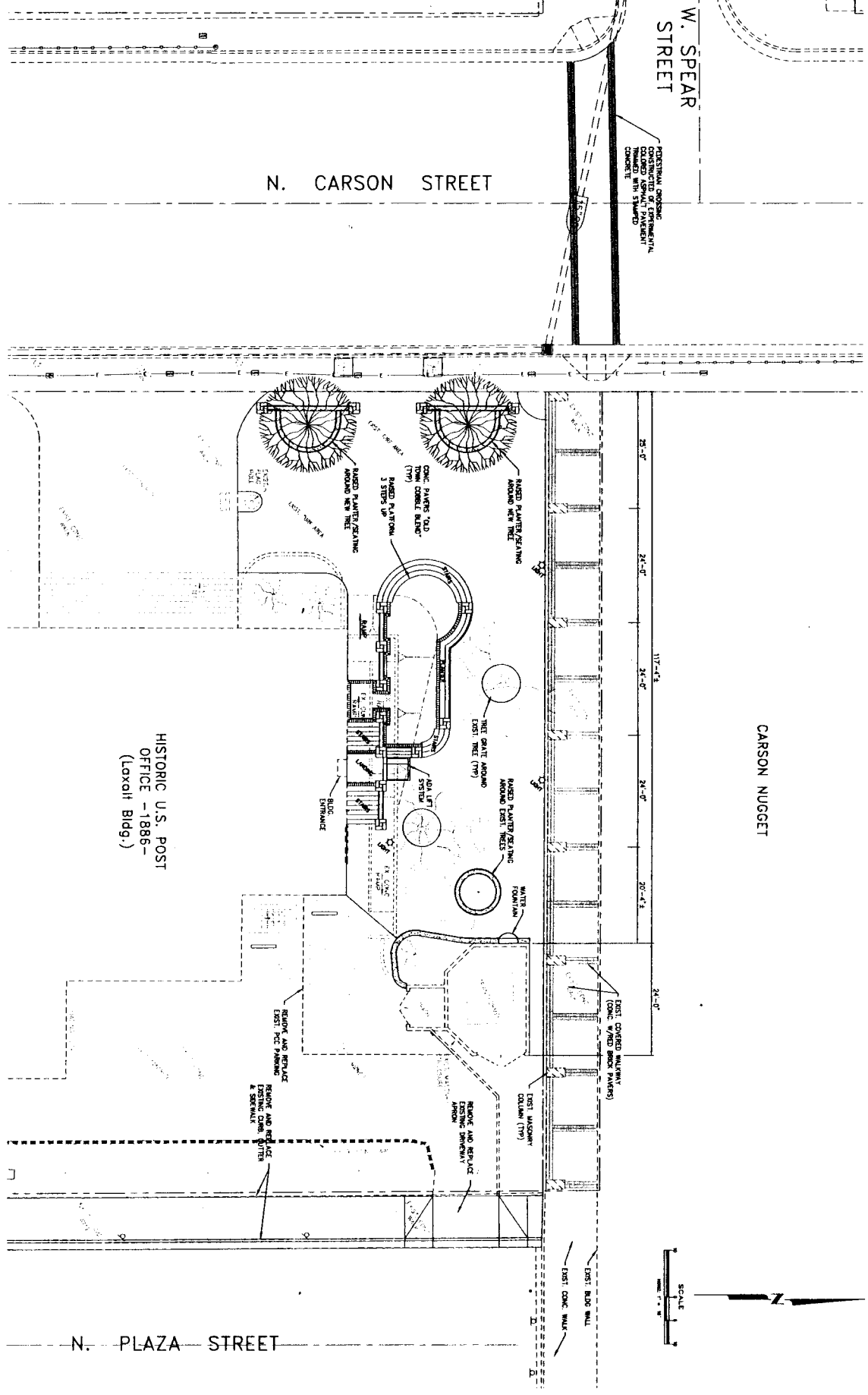
*Ted F. Thornton*  
Ted F. Thornton, Clerk

Date: 11-10-86

FILED FOR RECORD  
AT THE REQUEST OF  
*Carson City*  
1986 NOV 10 PM 3:17  
FILE NO. 62  
PETE SUPENA  
CARSON CITY RECORDER  
BY *L. [Signature]* DEPUTY  
4c

**LAXALT PLAZA IMPROVEMENTS**  
**Prelim. Estimated Const. Costs - City Portion**

Item	Location	quantity	unit	unit cost	total \$
1	Demolition	1	LS	\$4,000.00	\$4,000.00
2	Grading	1	LS	\$7,000.00	\$7,000.00
3	Pavers "Old Town Cobble Blend"	4,888	SF	\$11.50	\$56,212.00
4	Walls/Columns/Planters	200	LF	\$45.00	\$9,000.00
5	Tree Grates	2	SF	\$1,500.00	\$3,000.00
6	Landscaping & Irrigation	1	LS	\$5,000.00	\$5,000.00
7	Lighting	3	EA	\$3,500.00	\$10,500.00
8	Tables	7	EA	\$1,500.00	\$10,500.00
9	Trash Cans	4	EA	\$1,500.00	\$6,000.00
10	Fountain	1	EA	\$1,500.00	\$1,500.00
11	Survey	1	LS	\$4,000.00	\$4,000.00
12	Testing	1	LS	\$2,500.00	\$2,500.00
<b>SUBTOTAL</b>					<b>\$119,212.00</b>
Design Services (10%)					\$11,922.00
Construction Services (5%)					\$5,961.00
Construction Contingency					\$12,905.00
<b>TOTAL</b>					<b>\$150,000.00</b>
<b>Prelim. Estimated Const. Costs - State ADA Addition</b>					<b>\$75,000.00</b>
<b>TOTAL PLAZA IMPROVEMENTS</b>					<b>\$225,000.00</b>



HISTORIC U.S. POST  
OFFICE - 1886-  
(Laxalt Bldg.)

**PRELIMINARY**  
FOR REVIEW ONLY  
DATE: 8-21-07

**LAXALT PLAZA/PARK  
FEATURE  
SITE PLAN**

REV	DATE	DESCRIPTION	BY	APP'D

**CARSON CITY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION**  
3505 BUTTE WAY CARSON CITY, NEVADA 89701  
PH: 887-2355 FAX: 887-2112

DESIGNED BY: XXX  
DRAWN BY: XXX  
CHECKED BY: XXX  
DWG NO.: XXXXDWG  
SCALE (HORIZ): X" = XX'  
SCALE (VERT): X" = XX'  
DATE: 8-21-07

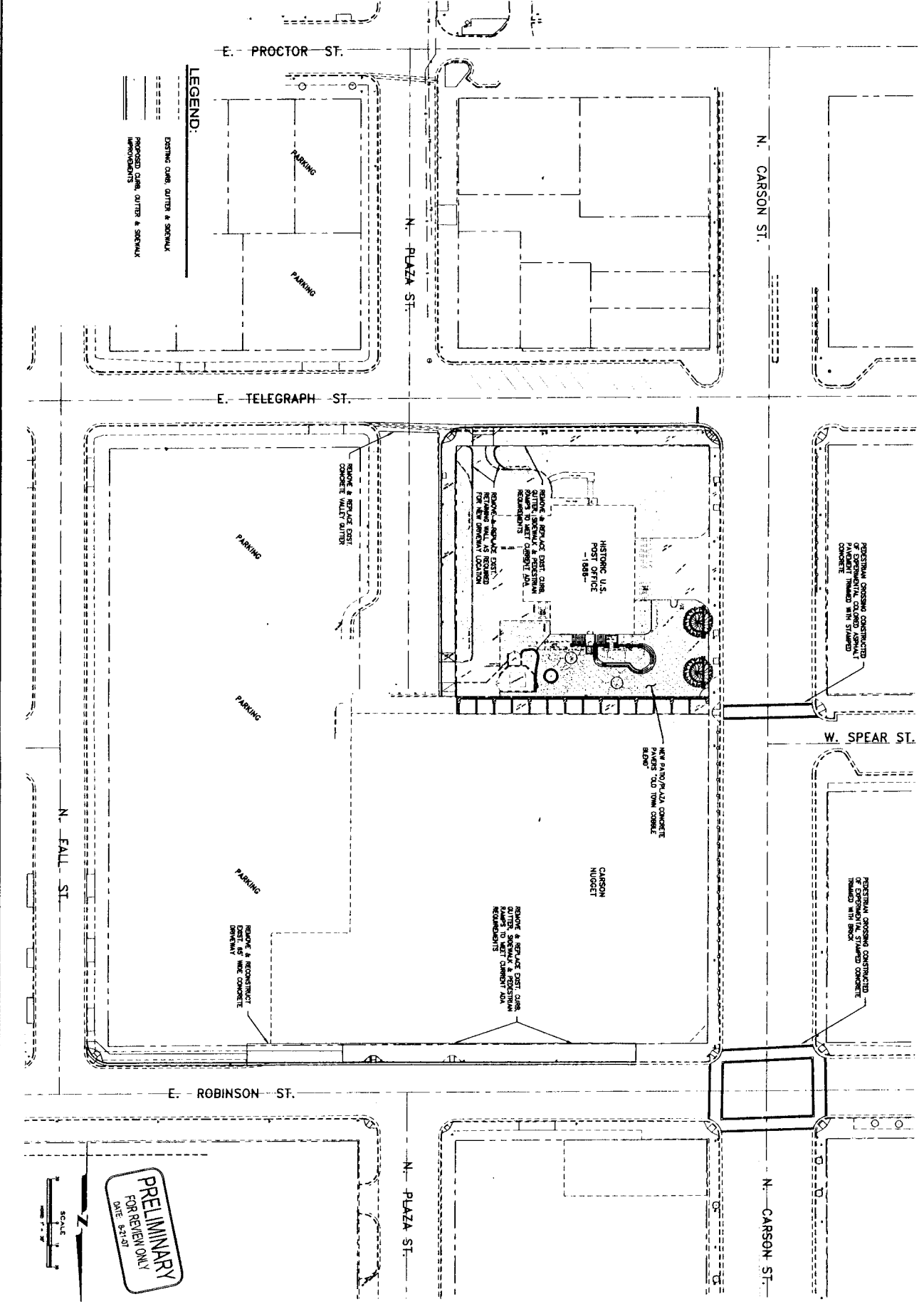
Exhibit  
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## **CARSON NUGGET STREET IMPROVEMENTS**

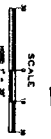
Prelim. Estimated Const. Costs - Proposed Improvements (red)

Item	Location	quantity	unit	unit cost	total \$
1	Mobilization	1	LS	\$18,000.00	\$18,000.00
2	Remove & Replace Type 1 PCC Curb & Gutter	375	LF	\$50.00	\$18,750.00
3	Remove & Replace PCC Sidewalk	3,840	SF	\$25.00	\$96,000.00
4	Remove & Replace PCC Pedestrian Ramp	2	EA	\$3,000.00	\$6,000.00
5	Remove & Replace Pedestrian Crossings	2,600	SF	\$50.00	\$130,000.00
6	Remove & Replace PCC Commercial Driveway	975	SF	\$25.00	\$24,375.00
7	Remove & Replace PCC Valley Gutter/Spandrel	370	SF	\$25.00	\$9,250.00
8	Mill & Overlay exist. AC Pavement	17,800	SF	\$2.25	\$40,050.00
9	Street Lights	7	EA	\$5,000.00	\$35,000.00
10	Traffic Control	1	LS	\$12,000.00	\$12,000.00
11	Survey	1	LS	\$8,000.00	\$8,000.00
12	Testing	1	LS	\$6,000.00	\$6,000.00
13	Design Services (7%)				\$32,115.00
14	Construction Services (5%)				\$22,939.00
	<b>SUBTOTAL</b>				<b>\$458,479.00</b>
	Construction Contingency 15%				\$68,771.85
	<b>TOTAL</b>				<b>\$527,250.85</b>



**LEGEND:**  
 DOTTED LINE CURB, UTILITY & SIDEWALK  
 DASHED LINE CURB, UTILITY & SIDEWALK IMPROVEMENTS

**PRELIMINARY**  
 FOR REVIEW ONLY  
 DATE 8-1-07

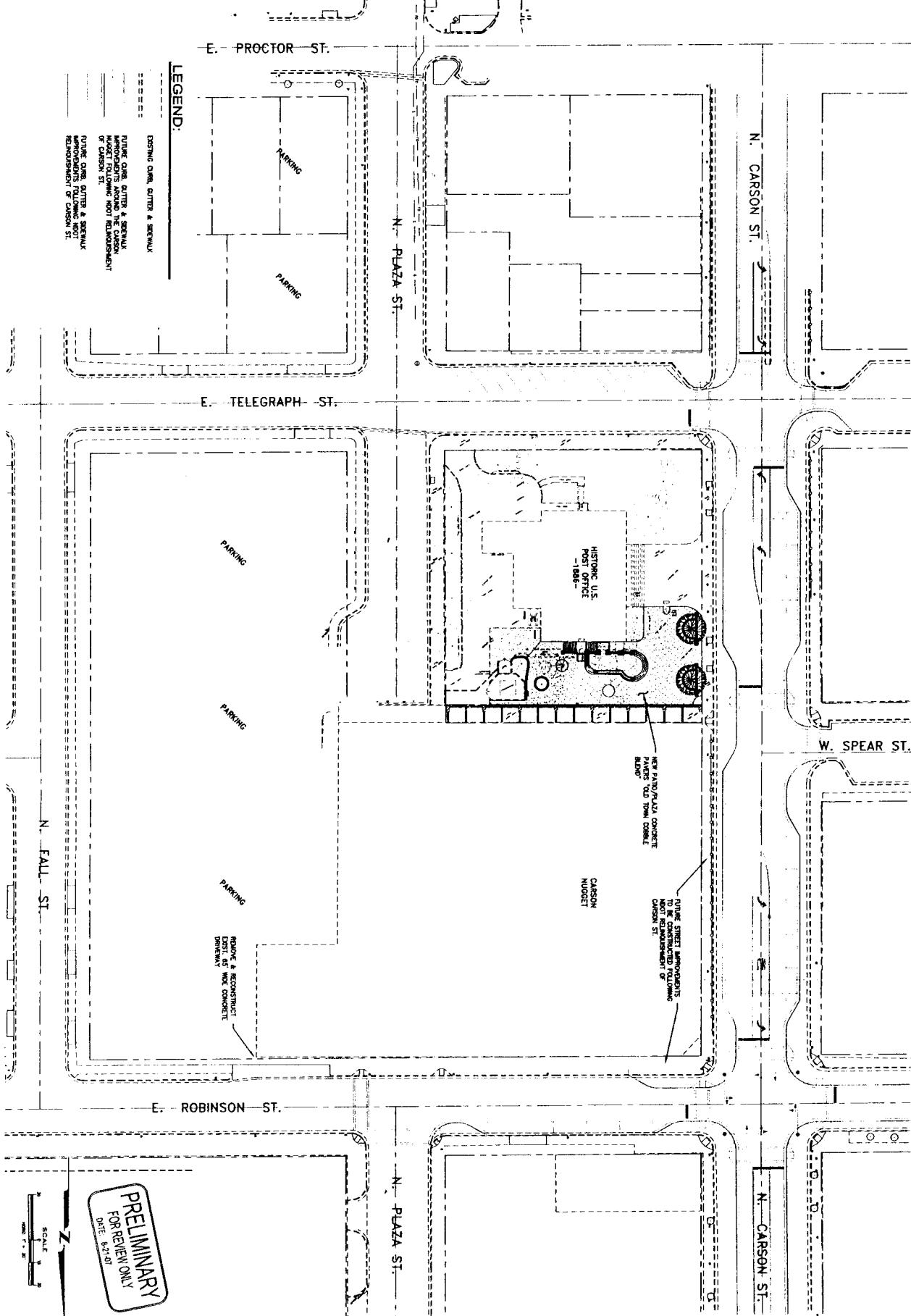


<b>Exhibit D</b>	<b>CARSON NUGGET STREET IMPROVEMENTS</b>				<b>CARSON CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION</b> 3505 BUTTE WAY CARSON CITY, NEVADA 89701 PH: 887-2355 FAX: 887-2112			DESIGNED BY: XSE DRAWN BY: XSE CHECKED BY: XSE DWG NO.: XSE.DWG SCALE (HORIZ): X"=X' SCALE (VERT): X"=X' DATE: 8-21-07
	REV.	DATE	DESCRIPTION	BY	APP'D			

## **FUTURE CARSON NUGGET STREET IMPROVEMENTS**

Prelim. Estimated Const. Costs - Proposed Improvements (GREEN)

Item	Location	quantity	unit	unit cost	total \$
1	Mobilization	1	LS	\$18,000.00	\$18,000.00
2	Demo, Remove, Regrade Roadway	10,680	LS	\$8,500.00	\$8,500.00
3	4" Type 3, AC20 Pvm't. over 12" Agg. Base	10,680	SF	\$10.00	\$106,800.00
4	Remove & Replace Type 1 PCC Curb & Gutter	540	LF	\$50.00	\$27,000.00
5	Remove & Replace PCC Sidewalk	8,700	SF	\$15.00	\$130,500.00
6	Remove & Replace PCC Pedestrian Ramp	5	EA	\$3,000.00	\$15,000.00
7	Type 4R Stormdrain Curb Inlet	3	SF	\$3,000.00	\$9,000.00
8	24" RCP Stormdrain Pipe	470	SF	\$120.00	\$56,400.00
9	Signing & Striping	1	LS	\$5,000.00	\$5,000.00
	<b>SUBTOTAL</b>				<b>\$376,200.00</b>
	Design Services (10%)				\$37,620.00
	Construction Services (10%)				\$37,620.00
	Construction Contingency (20%)				\$75,240.00
	<b>TOTAL</b>				<b>\$451,440.00</b>



**LEGEND:**

- EXISTING CURB, GUTTER & SIDEWALK
- FUTURE CURB, GUTTER & SIDEWALK
- EXISTING DRIVEWAY
- FUTURE DRIVEWAY
- EXISTING SIDEWALK
- FUTURE SIDEWALK
- EXISTING SIDEWALK IMPROVEMENTS
- FUTURE SIDEWALK IMPROVEMENTS
- EXISTING SIDEWALK IMPROVEMENTS FOLLOWING REVISIONS OF CARSON ST.
- FUTURE SIDEWALK IMPROVEMENTS FOLLOWING REVISIONS OF CARSON ST.

**PRELIMINARY**  
FOR REVIEW ONLY  
DATE: 8-21-07



**Carson Nugget Street Improvements**

REV.	DATE	DESCRIPTION	BY	APP'D

**CARSON CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION**  
3505 BUTTE WAY CARSON CITY, NEVADA 89701  
PH: 887-2355 FAX: 887-2112

DESIGNED BY:	XXX
DRAWN BY:	XXX
CHECKED BY:	XXX
DWG NO.:	XXX.DWG
SCALE (HORIZ):	1"=50'
SCALE (VERT):	1"=10'
DATE:	8-21-07

F

Highway Agreement No. R386-04-002

**INTERLOCAL AGREEMENT  
Amendment 1 to Agreement No. R159-97-060**

THIS AGREEMENT, made and entered into the 14th day of Oct., 2004, by and between the STATE OF NEVADA, Department of Transportation, hereinafter referred to as "NDOT"; and CARSON CITY, Nevada, a consolidated municipality under the Nevada Revised Statutes, hereinafter referred to as "CARSON".

**WITNESSETH:**

WHEREAS, the parties are authorized by Chapter 277 of the Nevada Revised Statutes to enter into Agreements to perform any governmental service, activity or undertaking which any one or more of the agencies are authorized by law to perform; and

WHEREAS, the parties desire to construct the Carson City Freeway, a limited access freeway facility, which will ultimately bypass downtown Carson City, Nevada on the east side of Carson City from US 395 north at Lakeview Hill to the intersection of US 395/US 50 Spooner Intersection hereinafter referred to as "CARSON CITY FREEWAY"; and

WHEREAS, the CARSON CITY FREEWAY will be constructed in phases, with the first phase, PHASE 1 - Lakeview Hill to US 50 East, currently under construction. This Agreement is for the purpose of addressing construction of PHASE 2 - US 50 East to US 395/US 50 Spooner Intersection; providing for PHASE 2 to be divided into two sub phases; providing for CARSON to improve Fairview Drive; and for addressing CARSON's financial contribution to PHASE 2 of the CARSON CITY FREEWAY; and

WHEREAS, CARSON intends to contribute \$15,000,000 (Fifteen Million Dollars) for PHASE 2 of the CARSON CITY FREEWAY through a \$.03 levy in the county motor vehicle fuel tax, hereinafter referred to as "TAX", to be approved by the Carson City Board of Supervisors, pursuant to Chapter 373 of the Nevada Revised Statutes; and

WHEREAS, this Agreement will also amend Agreement No. R159-97-060 (Attachment A) to allow a three-year temporary suspension of the payment addressed in Agreement No. R159-97-060, in order for CARSON to use the funds to improve Fairview Drive and to clarify the funding obligation amount for PHASE 1; and

WHEREAS, construction of PHASE 2 will be of great benefit to NDOT and CARSON, and the citizens of Carson City by completing the CARSON CITY FREEWAY which will eventually ease congestion through Carson City by providing a more convenient route through Carson City other than signalized Carson Street, and the CARSON CITY FREEWAY will also assist in NDOT's continuing obligation for operation of an efficient State Highway System.

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

## ARTICLE I

NDOT AGREES to do the following:

1. To account for all revenue and expenses related to PHASE 2.
2. To prepare or have prepared by others, the design and construction contract documents for PHASE 2 improvements. To exercise the utmost due diligence in good faith to advertise for construction the segment from US 50 East to Fairview Drive, hereinafter referred to as PHASE 2A, on or about February 28, 2006. To exercise the utmost due diligence in good faith to complete the balance of construction to open to through traffic of PHASE 2, Fairview Drive to US 395/US 50 Spooner Intersection, hereinafter referred to as PHASE 2B, on or about December 31, 2010. Nothing in this Paragraph restricts NDOT from completing the Carson City Freeway earlier than the dates noted above.
3. To allow CARSON to review PHASE 2 plans, specifications and estimates at the 60%, 90%, and 100% design stages. NDOT will also furnish three sets to CARSON of final construction plans and specifications.
4. To advertise and award construction contracts and to provide contract administration, construction engineering services, construction inspection, materials and fabrication sampling, testing, and analysis. The design and construction will be done to NDOT standards and specifications.
5. To retain ownership and maintenance responsibility of PHASE 2, except as specified in ARTICLE II, Paragraphs 2 and 3.
6. To receive monthly TAX payments from CARSON as depicted in Attachment B, and deposit them into the PHASE 2 project account. Receipt of TAX shall begin after full payment of the funding obligation for PHASE 1, estimated to be in 2011 as prescribed in Highway Agreement No. R159-97-060 and amended herein.
7. NDOT agrees to defer payment by CARSON of the current \$0.05 tax as defined in Agreement No. R159-97-060 from the period beginning July 1, 2005 through June 30, 2008, to allow CARSON to utilize the payments for the Fairview Drive improvements as specified in ARTICLE II, Paragraph 3.

## ARTICLE II

CARSON AGREES to do the following:

1. To utilize methods developed in Agreement No. R159-97-060 to maintain a process, acceptable to NDOT, to identify and segregate the TAX from other gas taxes distributed monthly to CARSON from the Nevada Department of Taxation.
2. To continue ownership and maintenance responsibilities of all CARSON cross streets as they pass through the PHASE 2 right of way corridor.

3. To construct Fairview Drive to a minimum of four through lanes with turn lanes, from the terminus of PHASE 2A at Fairview Drive to US 395/Carson Street, including necessary improvements to the Fairview/Carson Street intersection, prior to completion of construction to open to traffic of PHASE 2A, and to continue to be responsible for maintenance of Fairview Drive.
4. Carson shall pay to NDOT an amount of \$15,000,000, with payments beginning upon completion of the funding obligation for PHASE I of the freeway as prescribed in Highway Agreement No. R159-97-060 and amended herein, estimated to start in 2011 and finish in 2026 as shown in Attachment B. For PHASE 2, CARSON shall pay the TAX based on a \$.03 levy in the county motor vehicle fuel tax.

### ARTICLE III

#### IT IS MUTUALLY AGREED:

1. The term of this Agreement shall begin with the date first entered on page one and shall continue until such time as CARSON's obligation described in ARTICLE II, paragraph 4 has been satisfied. The total length of time will vary depending upon the amount of collection of the TAX.
2. It is further agreed that CARSON will assume ownership and maintenance responsibility for Carson Street from approximately Arrowhead Drive in the north to the intersection of the CARSON CITY FREEWAY at the Spooner Intersection to the south, upon construction completion and opening to through traffic for PHASE 2. CARSON will assume ownership of the segment from Arrowhead Drive in the north to Fairview Drive in the south if there is a delay in completion of Phase 2 beyond 2010, and upon completion of final payment for Phase 1, anticipated in 2011. The remaining segment from Fairview Drive to the intersection of the CARSON CITY FREEWAY at the Spooner Intersection to the south will be accepted upon construction completion and opening to through traffic for PHASE 2. NDOT will rehabilitate the Carson Street pavement within these limits not more than two years prior to relinquishment. The rehabilitation will be the most appropriate pavement surfacing strategy in accordance with current NDOT standards, but at a minimum a 2-inch overlay.
3. Paragraph 2 of ARTICLE III of Agreement R159-97-060 is replaced with the following: "2. Starting with the receipt of the first monthly TAX distribution from the Department of Taxation to CARSON estimated to be in late June 1997, CARSON shall pay 100% of the TAX to NDOT until the costs described in paragraphs 3 and 4 of this ARTICLE are paid in full. CARSON's obligation under this agreement is \$19,000,000 (Nineteen Million Dollars)."
4. Should the opening of the final phase of PHASE 2 to through traffic be delayed beyond December 31, 2010, CARSON's payments of the TAX to NDOT will be limited to the amount of \$5,000,000 (Five Million Dollars). CARSON will resume payment on the obligation of TAX payments of the remaining \$10,000,000, upon opening to through traffic of the final phase of PHASE 2.


5. Nothing in this Agreement will preclude CARSON from making a written request to assume the ownership and maintenance of any segment of Carson Street at a time earlier than the obligations under this agreement. Relinquishment of Carson Street will be facilitated through the NDOT surplus property disposal process and the Transportation Board of Directors' approval.
6. CARSON's obligation under this Agreement is a special obligation payable solely from the proceeds of the county motor vehicle fuel tax (NRS 373) and does not constitute a general obligation of CARSON.
7. NDOT and CARSON will work together as a team in resolving critical issues.
8. This agreement is based on an estimated construction cost of \$120 million to complete PHASE 2B as described in Attachment C. If before NDOT advertises a project to complete PHASE 2B it is determined the total PHASE 2B construction costs are expected to exceed \$120 million as a result of scope changes to the project by CARSON, NDOT may renegotiate CARSON's contribution. If NDOT and CARSON cannot reach an agreement regarding CARSON's additional contributions, then NDOT may eliminate all or portions of the additional project improvements added by CARSON prior to advertisement.
9. NDOT and CARSON will enter into a separate agreement to address CARSON's responsibilities for the operations and maintenance of signal systems resulting from the CARSON CITY FREEWAY, the maintenance of the 5<sup>th</sup> Street linear ditch path, the landscaping, and the multi-use path. NDOT and CARSON will work cooperatively toward accommodation of a multi-use path for possible inclusion in the future by CARSON, and at CARSON's sole expense, to the extent feasible and without increasing right-of-way needs to the CARSON CITY FREEWAY. Carson may apply for enhancement funds for the path.
10. All written notices required under this Agreement shall be delivered to:  
  
NDOT: Jeff Fontaine, P.E., Director  
1263 S. Stewart St.  
Carson City, NV 89712  
(775) 888-7440  
  
CARSON: Linda Ritter, City Manager  
City of Carson City  
201 N. Carson St., Suite 2  
Carson City, NV 89701  
(775) 887-2100
11. Each respective party agrees to indemnify and hold harmless the other party to the extent provided by law, including but not limited to Nevada Revised Statutes Chapter 41, from and against any liability arising out of the performance of the Agreement proximately caused by any act or omission of its officers, agents and employees.
12. It is not intended, and this Agreement shall not be construed, to provide any person or entity not a party to this Agreement with any benefits or cause of action or to obligate the parties of this Agreement to any entity or person not a party of this Agreement.



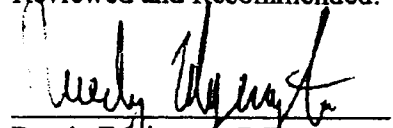
13. If any action is required to enforce the provisions of this Agreement, the breaching party shall pay all reasonable expenses of the non-breaching party incurred thereby, including but not limited to, attorney's fees, and interest at the legal rate.
14. The illegality or invalidity of any provision or portion of the Agreement shall not affect the validity of any remaining provision.
15. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
16. This Agreement shall constitute the entire understanding between the parties, and no modification shall be binding unless in writing and signed by all parties.
17. The failure of either party to perform any conditions required to be performed under this Agreement is a default. If a default occurs, the defaulting party shall be given a written notice within one week following the default, and specifying the default. At the expiration, no more than sixty (60) days following receipt of notice of default, the period granted by the non-defaulting party to cure the default, this Agreement may be terminated at the option of the non-defaulting party. If the defaulting party cures a default within the time allowed, that party shall reimburse the non-defaulting party for any amount expended in connection with the cure. The rights and remedies of parties set forth herein are in addition to any other right and remedy now and hereinafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other. No delay or omission by a non-defaulting party in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of or acquiescence to a default. No waiver of a default shall extend to or affect any other default or impair any right or remedy with respect thereto. No waiver of a default will be effective, unless it is in writing.
18. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, limitations of funding, unabateable environmental impacts, unattainable right-of-way acquisition, government or tribal conflicts, strikes, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated promptly to perform in accordance with the terms of the Agreement after the intervening cause ceases.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized representatives on the day first written.


STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION:

  
Jeff Fontaine, P.E., Director      Dated:

Reviewed and Recommended:

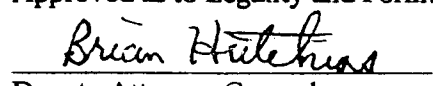
  
Ruedy Edgington, P.E.  
Assistant Director

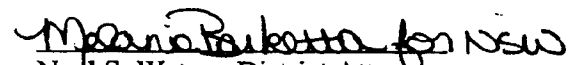
CARSON CITY:

  
Ray Masayko, Mayor      Dated: 8/31/04

  
Alan Glover, Clerk Recorder      Dated: 8/31/04

Approved as to Legality and Form:

  
Deputy Attorney General

  
Noelle S. Waters, District Attorney

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into the 1<sup>st</sup> day of April, 1997 by and between the STATE OF NEVADA, Department of Transportation, hereinafter referred to as "NDOT"; CARSON CITY, Nevada, a consolidated municipality under the Nevada Revised Statutes, hereinafter referred to as "CARSON".

WITNESSETH:

WHEREAS, the parties are authorized by Chapter 277 of Nevada Revised Statutes to enter into agreements to perform any governmental service, activity or undertaking which any one or more of the agencies are authorized by law to perform; and

WHEREAS, the parties desire to construct the Carson City Bypass, a limited access freeway facility, which will ultimately bypass downtown Carson City, Nevada on the east side of Carson City from US 395 north at Lakeview Hill to the intersection of US 395/US 50 south, hereinafter referred to as "BYPASS"; and

WHEREAS, the BYPASS will be constructed in phases, with the first phase being Phase I which includes preliminary engineering, right of way acquisition, construction, and construction engineering of the portion from Lakeview Hill to US 50 east (as shown and described in Attachment A), hereinafter referred to as "PHASE I". This Agreement is for the purpose of addressing CARSON's financial contribution to PHASE I of the BYPASS. Subsequent phases will be addressed when funding sources are identified; and

WHEREAS, the NDOT Board of Directors approved funding for PHASE I on September 16, 1996 only with the contingency that CARSON contribute \$19 million from a combination of cash or debt principal repayment plus interest; and

WHEREAS, CARSON intends to fund this obligation through a \$.05 increase in the county motor vehicle fuel tax, hereinafter referred to as "TAX", to be approved by the Carson Board of Supervisors, pursuant to Chapter 373 of the Nevada Revised Statutes; and

WHEREAS, construction of PHASE I will be of great benefit to NDOT and CARSON, and the citizens of Carson City by starting the BYPASS which will eventually ease congestion through Carson City by providing a more convenient route through Carson City other than signalized Carson Street, and the BYPASS will also assist in NDOT's continuing obligation for operation of an efficient State Highway System.

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

#### ARTICLE I

NDOT AGREES to do the following:

1. To set up two (2) accounts: a.) the project account to account for all revenue and expenses related to PHASE I, and b.) a deferred revenue account to hold CARSON funds until NDOT incurs costs.
2. To prepare or have prepared by others, the design and construction contract documents for PHASE I. The design will be done to NDOT standards and specifications.
3. To allow CARSON to review PHASE I plans, specifications and estimates at the 50%, 90%, and 100% design stages. NDOT will also furnish three sets to CARSON of final construction plans and specifications.
4. To advertise and award a construction contract for PHASE I, and to provide contract administration, construction engineering services, construction inspection, materials and fabrication sampling, testing, and analysis. The construction will be done to NDOT standards and specifications. NDOT will not advertise for PHASE I construction until after November 1998.
5. To retain ownership and maintenance responsibility of PHASE I, except as specified in paragraphs 2 and 3 under ARTICLE II.

6. To pay PHASE I project costs, in excess of CARSON's obligation as outlined in paragraph 2, under ARTICLE III.

7. To receive monthly TAX payments from CARSON and deposit them into a deferred revenue holding account to be disbursed as provided in paragraphs 3, 4, and 5 of ARTICLE III. After the provisions of paragraph 3 of ARTICLE III have been satisfied and the project has been advertised for the construction contract, the monthly TAX payments will be deposited directly into the PHASE I project account.

## ARTICLE II

CARSON AGREES to do the following:

1. To develop and maintain a method, acceptable to NDOT, to identify and segregate the TAX from other gas taxes distributed monthly to CARSON from the Nevada Department of Taxation.

2. To continue ownership and maintenance responsibilities of all CARSON cross streets as they pass through the PHASE I right of way corridor.

3. To be responsible for the operation and maintenance of all signal systems (on College Parkway and US-50 East) after completion of the PHASE I project in a satisfactory manner to NDOT, and without cost to NDOT except when the costs of replacement necessary for major equipment repairs of signal systems due to accidental damage exceed \$1000.00 and are unrecoverable by insurance or other means. Then NDOT's participation is One Hundred Percent (100%) of the cost of major equipment items replaced. Major equipment items are limited to the controller, poles, mast arms and signal heads.

## ARTICLE III

IT IS MUTUALLY AGREED

1. The term of this Agreement shall begin with the date first entered on page one and shall continue until such time as CARSON's obligation described in paragraph 2 of this ARTICLE has been satisfied. The total length of time will vary depending upon the length of bonds that may be issued by NDOT.

2. Starting with the receipt of the first monthly TAX distribution from the Department of Taxation to CARSON estimated to be in late June 1997, CARSON shall pay 100% of the TAX

to NDOT until the costs described in paragraphs 3 and 4 of this ARTICLE are paid in full.

CARSON's anticipated entire obligation under this agreement is expected to be approximately \$23,000,000. This is an estimate only and actual value may increase or decrease. CARSON will continue to be responsible for entire obligation. This estimate is based upon cash collections detailed in paragraph 3 of this ARTICLE, an approximate \$16 million ten-year bond issue, and bond market interest rates in effect for the State of Nevada as of the date of signing this Agreement, as illustrated in Attachment B. If bonds are issued, this maximum amount will be revised to reflect the length of the bond issue, if different, and the actual interest rates incurred.

3. Beginning with the June 1997 TAX payment received pursuant to paragraph 2 of this ARTICLE and continuing through the November 1998 payment, or advertisement of the PHASE I construction contract, whichever is later, all proceeds of TAX received by NDOT will be used to fund preliminary engineering and final design costs incurred during this phase of the PHASE I development. These costs include, but are not limited to: hydraulic, environmental, structural, and roadway designs; materials and geotechnical studies; survey and mapping; utility engineering; and environmental and hydraulic mitigation, as are needed for this project. As these costs are incurred, the amount necessary to cover them will be transferred from the deferred revenue holding account into the project account.

4. After November 1998, or advertisement of the PHASE I construction contract, whichever is later; the TAX payments received pursuant to paragraph 2 of this ARTICLE will be applied towards NDOT's PHASE I construction funding obligations. The TAX receipts will be deposited directly into the PHASE I project account. After the project has been advertised for the construction contract, any TAX not needed to satisfy the requirements of paragraph 3 of this ARTICLE that is remaining in the deferred revenue holding account will be transferred to the project account and applied towards the requirements of this paragraph. If, at any point during the repayment life of bonds that may be issued under this Agreement by NDOT, the proceeds from TAX are less than needed to cover the annual interest and principal repayment of CARSON's obligation, the shortage will be recorded each year as due from Carson City. After the bonds have been fully repaid, the TAX payments will continue to be made to NDOT until the amount due from Carson City has been paid in full.

5. If prior to the day of advertisement for the construction contract for PHASE I CARSON notifies NDOT in writing of its desire to repeal the TAX, NDOT will cease all work on the PHASE I project immediately and terminate this Agreement. All TAX given to NDOT by CARSON up to the time of termination will be used to fund the costs specified in paragraph 3 of this ARTICLE. NDOT will not reimburse CARSON for any TAX funds received after termination for work completed prior to termination. If a balance of TAX remains in the deferred revenue holding account after funding the costs identified in paragraph 3, it will be returned to CARSON. CARSON shall not reimburse NDOT for any deficit of TAX remaining in the deferred revenue holding account after funding the costs identified in Paragraph 3, should the TAX be repealed. If this Agreement is terminated pursuant to the provisions of this paragraph, construction and any remaining preliminary engineering on PHASE I will not occur until another funding source becomes available and the BYPASS has been approved by NDOT under NDOT's usual project approval and prioritization process.

6. CARSON's obligation under this Agreement is a special obligation payable solely from the proceeds of the county motor vehicle fuel tax (NRS 373) and does not constitute a general obligation of CARSON.

7. If construction has begun and TAX is still in effect, this agreement shall not be terminated until the obligation of CARSON has been satisfied.

8. NDOT and CARSON will work together as a team in resolving critical issues.

9. All written notices required under this Agreement shall be delivered to:

NDOT: Thomas E. Stephens, P.E., Director  
c/o Susan Martinovich  
1263 S. Stewart  
Carson City, NV 89712  
(702) 888-7440

CARSON: John Berkich, City Manager  
City of Carson City  
2621 Northgate Lane, Suite 66  
Carson City, NV 89706

10. Each respective party agrees to indemnify and hold harmless the other party to the extent provided by law, including but not limited to Nevada Revised Statutes Chapter 41, from and against any liability arising out of the performance of the Agreement proximately caused by any act or omission of its officers, agents and employees.

11. It is not intended, and this Agreement shall not be construed, to provide any person or entity not a party to this Agreement with any benefits or cause of action or to obligate the parties of this Agreement to any entity or person not a party of this Agreement.

12. If any action is required to enforce the provisions of this Agreement, the breaching party shall pay all reasonable expenses of the non-breaching party incurred thereby, including but not limited to, attorney's fees, and interest at the legal rate.

13. The illegality or invalidity of any provision or portion of the Agreement shall not affect the validity of any remaining provision.

14. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

15. This Agreement shall constitute the entire understanding between the parties, and no modification shall be binding unless in writing and signed by all parties.

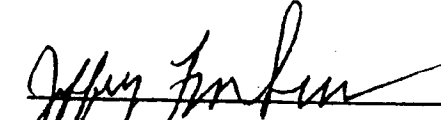
16. The failure of either party to perform any conditions required to be performed under this Agreement is a default. If a default occurs, the defaulting party shall be given a written notice within one week following the default, and specifying the default. At the expiration, no more than sixty (60) days following receipt of notice of default, the period granted by the non-defaulting party to cure the default, this Agreement may be terminated at the option of the non-defaulting party. If the defaulting party cures a default within the time allowed, that party shall reimburse the non-defaulting party for any amount expended in connection with the cure. The rights and remedies of parties set forth herein are in addition to any other right and remedy now and hereinafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other. No delay or omission by a non-defaulting party in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default. No waiver of a default shall extend to or affect any other default or impair any right or remedy with respect thereto. No waiver of a default will be effective, unless it is in writing.



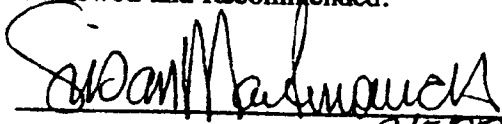
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized representatives on the day first written.

STATE OF NEVADA

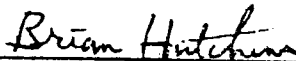
DEPARTMENT OF TRANSPORTATION:


  
Thomas E. Stephens, P.E.      Dated  
Director

Reviewed and Recommended:

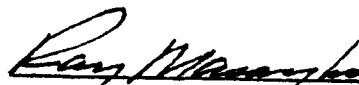
  
Susan Martinovich      3/5/97 Dated  
Assistant Director, Engineering


Approved as to Legality and Form:

      2/25/97  
Deputy Attorney General      Dated

      2-16-97

CARSON CITY:

      2/6/97  
Ray Masayko, Mayor      Dated

      2/6/97  
Noel S. Waters, District Attorney      Dated  
by Deputy Paul Lipparelli

      2/6/97  
Alan Glover, Clerk Recorder      Dated

## ATTACHMENT A

### **Phase I Description:**

Northend Connection at Duck Hill to US 50 East - 3.8 miles

This is a full freeway facility. (The modified version at the September board meeting presented a signal at College Parkway).

The only exception to the Department's normal Freeway construction is the structural section. The roadway surface will be asphalt paving instead of concrete paving and will only be four travel lanes. Future construction will modify this to six lanes of concrete surface, when the need arises. This decision was made to keep initial costs down. The fill material will be place for the full width with future widening planned for the median. The structures will be designed and constructed to full width and freeway standards.

This phase will include: Northend connection,  
Grade Separation at Northbound US-395  
Grade Separation at Arrowhead Drive  
Realign Arrowhead Drive  
Frontage Road - Realign Imus Road  
Grade Separation at Northgate Lane  
Grade Separation at Emerson Drive  
Interchange at College Parkway  
Grade Separation at Carmine Street  
Frontage road - Realign Lompa Lane  
Ramp tie-ins to US 50 with signals

NEVADA DEPARTMENT OF TRANSPORTATION  
 CARSON CITY BYPASS, PHASE I ANALYSIS  
 PROJECTED MOTOR VEHICLE FUEL TAX AND DEBT SERVICE COVERAGE  
 USING 1/97 BOND MARKET INTEREST RATES

Prepared by NDOT Accounting D: 02/04/97

(AMOUNTS WILL BE REVISED WHEN ACTUAL BOND SALE OCCURS)

Fiscal Year	Balance	Principal	Interest	Projected (A) Interest Rate	Total Debt Service	Fiscal Year	Annual Out Tax Receipts	Transfer Amount	Debt Service (Shortage)	Cumulative (Shortage)	Cumulative Transfer
1999	16,282,335	1,628,236	626,871	3.85%	2,255,106	1997	149,418	1,034,494	1,034,494	1,034,494	3,752,139
2000	14,654,120	1,628,236	600,819	4.10%	2,229,054	1998	1,776,928	1,876,002	(379,104)	655,390	5,628,141
2001	13,025,884	1,628,236	560,113	4.30%	2,188,349	1999	791,299	1,927,592	(301,462)	353,928	7,555,734
2002	11,397,649	1,628,236	512,894	4.50%	2,141,130	2000	1,980,601	1,980,601	(207,747)	146,181	9,536,335
2003	9,769,413	1,628,236	459,162	4.70%	2,087,398	2001	2,035,068	2,035,068	(106,062)	40,119	11,571,403
2004	8,141,178	1,628,236	390,777	4.80%	2,019,012	2002	2,091,032	2,091,032	3,634	43,753	13,662,435
2005	6,512,942	1,628,236	319,134	4.90%	1,947,370	2003	2,148,535	2,148,535	129,523	173,276	15,810,970
2006	4,884,707	1,628,236	244,235	5.00%	1,872,471	2004	2,207,620	2,207,620	260,231	433,527	18,018,590
2007	3,256,471	1,628,236	167,708	5.15%	1,793,944	2005	2,268,330	2,268,330	395,859	829,386	20,286,920
2008	1,628,236	1,628,236	85,482	5.25%	1,713,718	2006	2,330,709	2,330,709	534,765	1,364,151	22,617,629
2009	0	1,628,236	0		1,628,236	2007	2,394,803	349,567	(1,369,151)	0	22,967,196
		<u>16,282,335</u>	<u>3,967,195</u>		<u>20,249,531</u>	2008	2,460,660	2,528,329			
					<u>2,717,645</u>	2009	2,528,329	2,597,858			
					<u>22,967,195</u>	2010	2,669,299	2,742,704			
						2011	2,818,129	2,818,129			
						2012	2,895,627				
						2013	43,725,037	20,249,531	0		
						2014					
						2015					
						2016					

Costs of ten year bond issue  
 First twenty months preliminary engineering & design  
 Total of tax proceeds to be transferred

FIVE YEAR BONDS

Fiscal Year	Balance	Principal	Interest	Projected (A) Interest Rate	Total Debt Service	Fiscal Year	Annual Out Tax Receipts	Transfer Amount	Debt Service (Shortage)	Cumulative (Shortage)	Cumulative Transfer
1999	16,282,335	3,256,471	626,871	3.85%	3,883,342	1997	149,418	1,034,494	1,034,494	1,034,494	3,752,139
2000	13,025,884	3,256,471	534,061	4.10%	3,790,532	1998	1,776,928	1,876,002	(2,007,339)	(972,845)	5,628,141
2001	9,769,413	3,256,471	420,085	4.30%	3,676,556	1999	791,299	1,927,592	(1,862,940)	(2,835,785)	7,555,734
2002	6,512,942	3,256,471	293,082	4.50%	3,549,553	2000	1,980,601	1,980,601	(1,695,953)	(4,531,740)	9,536,335
2003	3,256,471	3,256,471	153,054	4.70%	3,409,525	2001	2,035,068	2,035,068	(1,514,486)	(6,046,226)	11,571,403
2004	0	3,256,471	0		3,256,471	2002	2,091,032	2,091,032	(1,318,493)	(7,364,719)	13,662,435
		<u>16,282,335</u>	<u>2,027,132</u>		<u>18,309,508</u>	2003	2,148,535	2,148,535	(2,148,535)	(9,513,254)	15,810,970
					<u>2,717,645</u>	2004	2,207,620	2,207,620	(2,207,620)	(11,720,874)	18,018,590
					<u>21,027,153</u>	2005	2,268,330	2,268,330	(740,233)	(12,461,107)	20,286,920
						2006	2,330,709	2,330,709			
						2007	2,394,803	2,460,660			
						2008	2,460,660	2,528,329			
						2009	2,528,329	2,597,858			
						2010	2,669,299	2,742,704			
						2011	2,818,129	2,818,129			
						2012	2,895,627				
						2013	43,725,037	20,249,531	0		
						2014					
						2015					
						2016					

Costs of five year bond issue  
 First twenty months preliminary engineering & design  
 Total of tax proceeds to be transferred

18,309,508  
 2,717,645  
21,027,153

(A) - Projected by State of Nevada financial advisors in today's market

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RESOLUTION NO. 1997-R-8

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE STATE OF NEVADA DEPARTMENT OF TRANSPORTATION TO ESTABLISH THE CITY'S FINANCIAL CONTRIBUTION FOR THE CONSTRUCTION OF PHASE I OF THE BYPASS.

WHEREAS, Carson City and the Nevada Department of Transportation ("NDOT"), as public agencies, have the authority under Chapter 277 of the Nevada Revised Statutes to enter into agreements for the joint exercise of powers, privileges and authorities and to make agreements for the performance of governmental services, activities and undertakings; and

WHEREAS, Carson City and NDOT desire to enter into an agreement whereby Carson City will pay NDOT certain sums of money for the construction of a phase of a bypass through Carson City;


NOW, THEREFORE, be it resolved, by the Carson City Board of Supervisors that the attached agreement between Carson City and NDOT is hereby approved and ratified and may be signed by the mayor on behalf of Carson City.


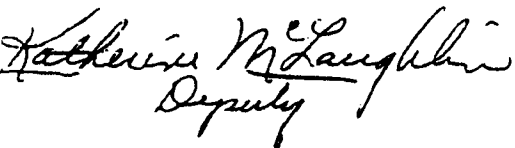
ADOPTED this 6th day of February, 1997.

AYES: Supervisors Greg Smith  
Jon Plank  
Tom Tatro  
Kay Bennett  
Mayor Ray Masayko

NAYES: Supervisors None

ABSENT: Supervisors None

  
RAY MASAYKO, Mayor

ATTEST:  
  
ALAN GLOVER, Clerk/Recorder  
  
Deputy

### Carson City Gas Tax Allocated to NDOT for Freeway

Current Tax @ \$0.05/ \$0.03 Future

21-Apr-04

FY	Principal	Balance Phase 1	Balance Phase 2	
1997	\$253,226.21	\$253,226.21		Actual Collection
1998	\$1,792,304.94	\$2,045,531.15		Actual Collection
1999	\$1,752,239.00	\$3,797,770.15		Actual Collection
2000	\$1,702,992.00	\$5,500,762.15		Actual Collection
2001	\$1,702,659.45	\$7,203,421.60		Actual Collection
2002	\$1,659,871.00	\$8,863,292.60		Actual Collection
2003	\$1,558,845.00	\$10,422,137.60		Actual Collection
2004	\$1,811,323.00	\$12,233,460.60		\$947,323 collected through Dec 03, \$864,000 estimated balance of year
2005	\$1,728,000.00	\$13,961,460.60		Future Collections Based on 2003/2004 estimate of \$144k month @\$0.05
2006		\$13,961,460.60		Defer Payment to NDOT
2007		\$13,961,460.60		Defer Payment to NDOT
2008		\$13,961,460.60		Defer Payment to NDOT
2009	\$1,728,000.00	\$15,689,460.60		
2010	\$1,728,000.00	\$17,417,460.60		
2011	\$1,728,000.00	<del>\$19,000,000.00</del>	\$145,461	
2012	\$1,036,000.00	\$18,854,539.40	\$1,181,460.60	Begin Payment Phase 2 Based on Current Ordinance to 2012
2013	\$1,036,000.00		\$2,217,460.60	Future Collections Based on 2003/2004 estimate of \$86,400 month @ \$0.03
2014	\$1,036,000.00		\$3,253,460.60	
2015	\$1,036,800.00		\$4,290,260.60	
2016	\$1,036,800.00		\$5,327,060.60	
2017	\$1,036,800.00		\$6,363,860.60	
2018	\$1,036,800.00		\$7,400,660.60	
2019	\$1,036,800.00		\$8,437,460.60	
2020	\$1,036,800.00		\$9,474,260.60	
2021	\$1,036,800.00		\$10,511,060.60	
2022	\$1,036,800.00		\$11,547,860.60	
2023	\$1,036,800.00		\$12,584,660.60	
2024	\$1,036,800.00		\$13,621,460.60	
2025	\$1,036,800.00		\$14,658,260.60	
2026	\$1,036,800.00		\$15,695,060.60	

Attachment C  
PHASE 2 - CARSON CITY FREEWAY  
DESIGN FEATURES  
(July 1, 2004)

*The following features will be included with the ultimate design and construction of Phase 2 of the Carson Freeway:*

1. US 50 East Interchange: Completion of the SPUI at US 50 East. The final configuration will have three 11' wide through travel lanes with four foot shoulders in each direction and dual left turn lanes in each direction within the Freeway control of access limits.

Note: A 12' multi-use path (sidewalk) is included in the Phase 1B contract on the north side of US50. On the South side of US50 the existing path will end at the West Entrance to the Pinon Plaza. Four-foot shoulders will be provided through the SPUI but will not be marked or signed as bike lanes.

2. Freeway Profile from US 50 to Fifth Street: Freeway to transition from a fully elevated section at US 50 East to a near at-grade section at Fifth Street. A low profile bridge structure will be constructed to convey the major drainage channel beneath the freeway.
3. Grade Separation at Fifth Street: A Grade Separation Structure will carry Fifth Street over the Freeway - the width for the Fifth Street structure will accommodate two 12' wide lanes with bike lanes on each side and sidewalk on the south side only. Fifth Street will be realigned in the area of reconstruction to straighten an existing curve. A new access road to the Nevada State Prison and the industrial area will be constructed with two 12' lanes and two foot shoulders. Curb and gutter and sidewalk will be provided to the prison parking area only.
4. Freeway Profile from Fifth to Fairview: Freeway generally at grade.
5. Interchange at Fairview: Diamond interchange carrying Fairview over the Freeway with a single lane loop ramp for the EB to NB movement. Within the limits of the ramp terminals, Fairview will be constructed to six lanes, which will include two through lanes in each direction with bike lanes and 5' sidewalk on each side, a left turn lane WB to SB and a free right turn lane to access the loop ramp EB to NB. The NB and SB off-ramps to Fairview Drive will include dual left turn lanes and a free right turn lane and a free right turn lane will also be provided for the EB to SB movement approaching the freeway on-ramp on Fairview.
6. Freeway Profile Fairview to Clearview: Freeway in a fully depressed section. Transition to a depressed freeway begins south of Fairview Drive with transition back up to a fill section occurring south of Clearview Drive through the horizontal curve.
7. Koontz Lane and Clearview Drive Grade Separation: Grade separation structures will carry local streets over Freeway - width for both streets will accommodate 2-lanes with

bike lanes and 5' sidewalk on each side. Equestrian use will be allowed on the paved travel way or shoulders on these structures;

8. Snyder Avenue Grade Separation: The freeway will remain at-grade. A grade separation structure will carry Snyder Avenue over the Freeway. Snyder will accommodate 2-lanes with bike lanes and sidewalk on each side within the Control of Access limits.
9. Southern Interchange at US 50 South/Carson Street/Carson Freeway (Spooner Junction): The Freeway will terminate here with a SPUI. The Freeway will be elevated and will transition back into the existing US50 section as it passes over Carson Street. The freeway WB to SB off ramp will have triple left turn lanes and a free right turn lane. Carson Street will have three 12' lanes with 10' shoulders and sidewalk in each direction with dual left turn lanes in each direction to access the freeway and US50 West. The NB to EB on-ramp to the freeway will be two lanes and will merge with the freeway traffic independent of the SB to EB on-ramp from Carson Street. The improvements on Carson Street will end at the intersection of Snyder Avenue at the northern limits and south of Clear Creek Road at the southern limits. The shoulder areas will not be marked or signed for bike lanes.
10. City Streets that will be terminated at the Freeway right-of-way include: Colorado Street, Valley View Drive, Bigelow Drive, Ponderosa Drive, Silver Sage, Center Drive, Bennett Avenue, Lynnette Lane, Horatio Lane, Lupin Drive, and Oak Street. Cul-de-sacs or other means of providing local access will be constructed at the freeway right-of-way for these streets. Bennett Avenue at South Carson Street and Joanne Drive at Fairview Drive will be completely eliminated.
11. Multi-Use Path: A 10' wide paved multi-use path with 2' gravel shoulders will be constructed with the Freeway from the Linear Park right-of-way to Butti Way. This path will continue easterly by crossing the large channel south of 5<sup>th</sup> Street. It will follow the top of the channel's east bank crossing under the 5<sup>th</sup> Street structure. The path will descend to a low point at the channel bottom to cross beneath the King's Canyon Channel bridge structure and then ascend to the top of the channel and continue east to Butti Way. The path will be utilized by City and State personnel to maintain the path and freeway facilities.
12. Landscape Features: The landscape treatments will include native re-vegetation, topsoil, boulders, and rock treatments consistent with Phase 1. Future landscaping by Carson City will be accommodated with water services, power drops, and conduit for future irrigation.
13. Sound walls: Sound walls will be used to mitigate noise generated by the Freeway to lower levels as required under federal regulations. The hardscape treatments will be consistent with the Phase 1 treatments.
14. Lighting: Partial interchange lighting will be provided with no other lighting along the freeway or cross streets.