

AGREEMENT FOR CONSTRUCTION OUTSIDE RIGHT-OF-WAY

THIS AGREEMENT FOR CONSTRUCTION OUTSIDE OF THE RIGHT-OF-WAY ("Agreement") entered into this 5TH day of AUGUST, 2009, by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("City"), and California Hotel & Casino ("Owner"). The City and Owner are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, the CITY proposes to reconstruct segments of an existing driveway to Americans with Disabilities Act ("ADA") standards at the California Hotel & Casino, 100 Stewart Ave. in the City of Las Vegas; and

WHEREAS, the construction and reconstruction of the driveway is in the best interest of the general public and the Owner;

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

ARTICLE I - CITY AGREES

1. To construct, or have constructed, a replacement driveway to ADA standards ("Improvements"), said construction to be as more particularly depicted and located on the map attached hereto, made a part hereof by reference and designated as Exhibit "A", with said construction to be accomplished under ARRA Project # CLV4292. The Improvements will be constructed in a good and workman like manner by the City, in compliance with all applicable laws.
2. To leave that portion of said tracts of land upon which entry is required in as neat and presentable condition as existed prior to such entry, with all fences, structures and other property belonging to the Owner, which the City may remove or relocate in order to construct said Improvements, replaced as nearly in their original condition and position as is reasonably possible.
3. The City shall be responsible for any third party claims relating to: (i) the construction of the Improvements, including, without limitation, claims for payment relating to the construction activities, and (ii) any injury to person (including death) or damage to property arising during or as a result of the construction of the Improvements.

ARTICLE II – OWNER AGREES

1. To grant permission to the City and to its authorized agents and contractors, for entry upon owned land described as in attached Exhibit "A" for the purposes herein stated.

ARTICLE III - MUTUALLY AGREED

1. Upon written notification from the City that the Improvements are complete, the Owner shall notify the City within 5 business days if the Improvements are unacceptable to the Owner. In the event the Owner fails to do so within said 5 business day period, the Owner shall be deemed to have approved and accepted the Improvements. If the Owner reasonably objects to any portion of the Improvements within said 5 business day period, then the City shall have 15 business days to cure such defects after receipt of the Owner's written objection. If it is not possible to cure such defects within said 15 business day period, the City shall nevertheless commence such cure work within said 15 business day period and diligently prosecute same to completion.
2. The Owner shall assume all maintenance responsibility for the improvements constructed pursuant to this Agreement. The City shall not be responsible for any maintenance of the improvements after construction of the improvements is complete and accepted by the Owner.
3. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with the laws of the State of Nevada. Claims to enforce this Agreement are subject to arbitration in accordance with the rules of the American Arbitration Association.
4. This Agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.
5. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.
6. As used herein the term Owner shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.
7. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to undertake the duties and obligations set forth herein.
8. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

CITY OF LAS VEGAS

DATED: 8/5/2009

Oscar B. Goodman
Oscar B. Goodman, Mayor

ATTEST:

By: Beverly K. Bridges 8/21/09
Beverly K. Bridges, CMC, City Clerk Date

APPROVED AS TO FORM:

By: John S. Riabella 7/24/09
Deputy City Attorney Date

California Hotel & Casino

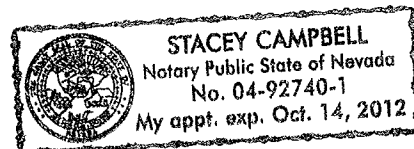
DATED: _____

By: David Lebbey
Name: David Lebbey
Title: VP Cem

STATE OF NEVADA)
)ss.
CLARK COUNTY)

On this 20th day of AUGUST, 2009, before me, the undersigned Notary Public in and for said County and State, appeared Oscar B. Goodman, as Mayor of the City of Las Vegas, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.

Stacey L Campbell
Notary Public



STATE OF NEVADA)
)ss.
CLARK COUNTY)

On this 20th day of JULY, 2009, before me, the undersigned Notary Public in and for said County and State, appeared, DAVID LEBBEY, of the California Hotel & Casino, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.

Dorlisa A. Courser
Notary Public

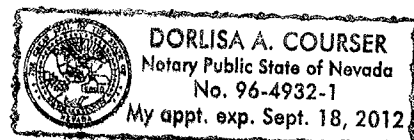
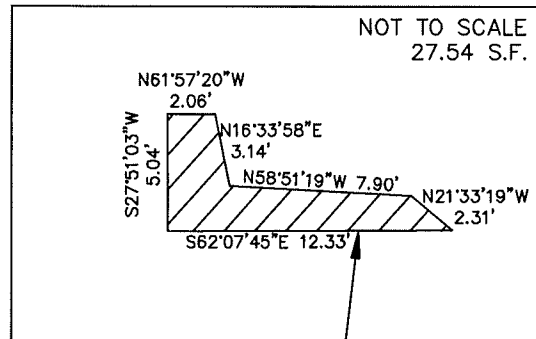
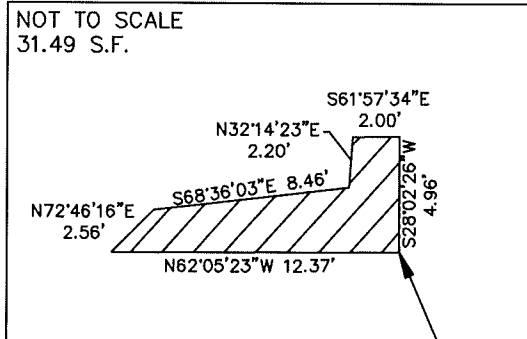


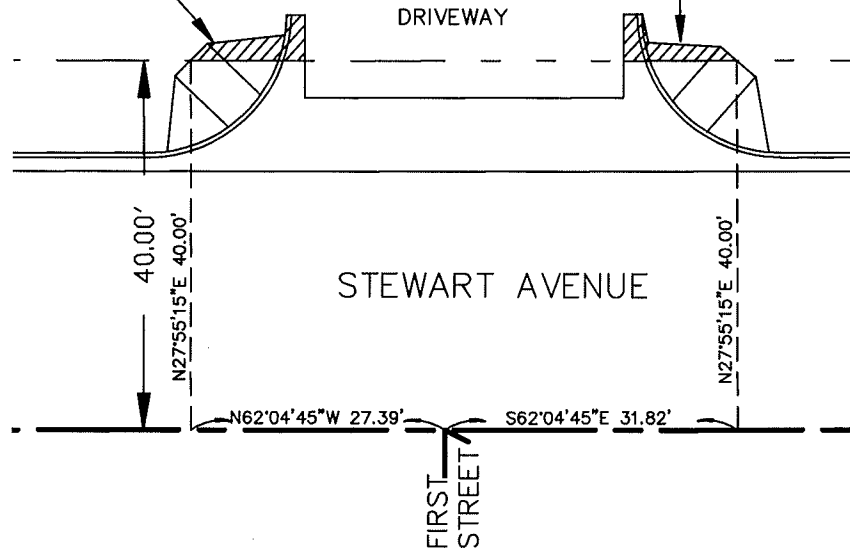
EXHIBIT A



AREA OF CONSTRUCTION
OUTSIDE OF RIGHT-OF-WAY

APN 139-27-402-009
LOT 1
PM: 105-17

DRIVEWAY



OWNER CALIFORNIA HOTEL
 PARCEL NO. 139-27-402-009
 SECTION, TOWNSHIP, RANGE SECTION 27, T. 20 S., R. 61 E., M.D.M.
 TOTAL AREA OF PARCEL 6.47 ACRES (RECORD)
 AREA OF CONSTRUCTION OUTSIDE ROW 59 S.F. (0.001 AC)



STEWART AVENUE SEWER AND PAVEMENT REHABILITATION
 AND BEAUTIFICATION, PHASE 2
 APN 139-27-402-009

NDOT Project Nos. 60376 and 73350
 Federal Project Nos. ARRA-003 (127) and MS-003 (107)

Scale: NTS
 Drawn by: LLD
 Date: 7/9/09
 Sheet 1 of 1