

Agreement Number _____

COOPERATIVE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2013, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and the CITY OF LAS VEGAS, 495 S. Main Street, Las Vegas, NV 89101, hereinafter called the CITY.

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined as an agreement between two or more public agencies for the "joint exercise of powers, privileges, and authority;" and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 to 277.110; and

WHEREAS, the DEPARTMENT desires to complete all phases of Project Neon, which consists of adding HOV lanes within I-15; an HOV Direct Connect Viaduct linking the HOV lanes on US-95 with the I-15 HOV lanes; North and South ramp braiding along I-15 from US95 to Sahara; Reconfiguration of the Charleston Boulevard Interchange; additional freeway ramps to Alta Drive, Grand Central Parkway at grade intersection with Charleston Boulevard; Direct Connect HOV Ramps to Western, reconfiguration of the southbound right hand turn lanes at the Sahara Interchange; the reconfiguration of Alta/Bonneville from Grand Central Parkway to Martin Luther King Blvd. ("MLK"); and the reconfiguration of Western between Wyoming and Charleston, MLK realignment between Alta and Oakey including a grade separation over Charleston Blvd. and right of way acquisition, landscape architecture, utility and drainage enhancements, and relocations necessary to facilitate the aforementioned construction hereinafter called the PROJECT; and

WHEREAS, the purpose of this Agreement is to secure encroachment rights for the DEPARTMENT on CITY right-of-way, to establish design roles and responsibilities and to establish criteria to meet certain PROJECT requirements; and

WHEREAS, this agreement is of mutual benefit to the DEPARTMENT and the CITY as it provides a means of completing the PROJECT in the most efficient and cost-effective method; and

WHEREAS, the services to be provided under this Agreement will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the parties hereto are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants

herein contained, it is agreed as follows:

ARTICLE I - CITY AGREES

1. To program \$20,500,000 for the construction of MLKE bridge over Charleston, the incremental cost to upgrade MLKE from a two-lane facility to a four-lane facility between Ellis Ave. and Oakey Blvd., as shown in Exhibit A, and additional landscaping as requested by the CITY and shown in Exhibit C as part of the PROJECT. CITY will allow the DEPARTMENT to obligate the CITY's Federal funds between October 1, 2015 and August 30, 2016 for the PROJECT.

2. To assign a Project Manager to act as the representative and designated point of contact to oversee the PROJECT to ensure continuity of communications and compliance with applicable CITY requirements.

3. That NDOT will be the point of contact for all communications with the DEPARTMENT's contractor including, but not limited to, reviewing comments on plans, specifications, traffic control plans, and inspections.

4. To design and construct the future Grand Central Parkway/Industrial Connector at the UPRR crossing which will connect to the Grand Central Parkway/Western Avenue alignment with an intersection providing for the primary through movement to Industrial Road as constructed by the DEPARTMENT.

5. To review and comment, in writing, on DEPARTMENT plans and specifications which involve features or items related to the PROJECT, for which, the CITY assumes a maintenance responsibility. Response shall be received within fourteen (14) calendar days of service of plans and specifications. Failure of CITY to respond within this time frame shall constitute the CITY's acceptance of such plans and specifications and permission for the DEPARTMENT to proceed.

6. To the use of current DEPARTMENT standards, specifications, and procedures for the development, analysis, and design of the PROJECT, except for any facility or improvement that will be owned and/or maintained by the CITY. These facilities or improvements will be designed and constructed to CITY Downtown Centennial standards, Clark County Regional Transportation Commission of Southern Nevada and Clark County Regional Flood Control District standards unless otherwise approved by the CITY.

7. To operate, maintain, and provide electrical power for all proposed traffic signal systems included in the PROJECT including luminaries on the signal poles without cost to DEPARTMENT upon final acceptance of the improvements by the CITY.

8. To review, comment, and approve in writing, on DEPARTMENT-submitted, contractor-designed, traffic control plans for any facility or improvement that will be owned and/or maintained by the CITY or any other CITY public right-of-way. Response shall be received within fourteen (14) calendar days of service of plans. Failure of CITY to respond within this time frame shall constitute the CITY's acceptance of the plans and permission for the DEPARTMENT to proceed. CITY agrees to issue a no-fee barricade permit to the DEPARTMENT's contractor for traffic control within CITY right-of-way, however reserves the right to issue fines for traffic controls violating the conditions of the approved permit.

9. To transfer by quitclaim deed to the DEPARTMENT, prior to completion and

acceptance of the PROJECT, those portions of CITY's property, which are within the final I-15 control of access as depicted on the final design of the PROJECT.

10. To issue a construction permit to the DEPARTMENT's contractor, at no cost to the DEPARTMENT, allowing the DEPARTMENT to occupy the CITY's right-of-way for the purpose of constructing the PROJECT.

11. To provide oversight to the DEPARTMENT for inspection of and acceptance, in writing, of the construction or relocation of facilities including but not limited to drainage facilities, paving, sidewalk, landscape architecture, traffic signals, and street lighting to be maintained by the CITY. Response shall be received within seven (7) calendar days after inspection of completed items. Failure of CITY to respond within this time frame shall constitute the CITY's acceptance of such construction or relocation and permission for the DEPARTMENT to proceed.

12. To provide oversight to the DEPARTMENT for inspection and acceptance, in writing, of all CITY-owned utility adjustments and/or relocation work. Response shall be received within seven (7) calendar days after inspection of completed items. Failure of CITY to respond within this time frame shall constitute the CITY's acceptance of such construction or relocation and permission for the DEPARTMENT to proceed.

13. To support and assist the DEPARTMENT to obtain waivers and/or variances from local ordinances and to hold public hearings for those improvements on CITY right-of-way impacted by the PROJECT.

14. During construction of the PROJECT the CITY will notify, in advance, the DEPARTMENT's District Engineer that any necessary work to maintain CITY facilities will be performed within the DEPARTMENT right-of-way. Non-emergency work requiring lane closure will require the submission of traffic control plans to the DEPARTMENT seventy-two (72) hours in advance of the performance of work.

15. To grant the DEPARTMENT, or agents of the DEPARTMENT, the right to encroach upon CITY right-of-way and temporary easements for the purpose of constructing any facility or improvements included in the PROJECT within CITY right-of-way. This permission is not only applicable to actual construction but includes any miscellaneous staging, detours, other traffic control scenarios or any other situation requiring encroachment upon said right-of-way for the construction of the PROJECT. The DEPARTMENT will restore any CITY right-of-way negatively impacted or damaged by the construction to its original state.

16. To obtain an occupancy permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing any CITY portion of the PROJECT.

17. To follow the terms and conditions of the occupancy permit issued by the DEPARTMENT, so long as the terms and conditions are consistent with the terms and conditions contained herein, and to incorporate those terms and conditions into the contract documents. In the event any inconsistencies and/or conflict in such terms and conditions, this Agreement shall take precedence.

18. To assist NV Energy with the NV Energy Transmission relocation within the Desert Lane Corridor. NV Energy is solely responsible for right-of-way and/or easement acquisition, for the design, construction, and requirements for the General Plan Amendment

for such NV Energy relocation.

19. To report issues about the construction of the PROJECT to the DEPARTMENT Resident Engineer within twenty-four (24) hours of CITY's knowledge of said issues.

20. To own and operate all CITY streets within the PROJECT limits, within CITY right-of-way, in a manner consistent with CITY standards and practices.

21. To maintain proposed Clark County Regional Flood Control facilities required by the PROJECT to convey I-15 mainline runoff through CITY rights-of-way in a manner consistent with Clark County Regional Flood Control standards and practices.

22. To ensure that landscaping and/or aesthetic treatments on the PROJECT comply with the DEPARTMENT's Landscape and Aesthetic Master Plan and any established applicable Landscape and Aesthetic Corridor Plans.

23. To maintain, operate, and provide water from a water meter in CITY's name for all landscaping improvements constructed as part of the PROJECT, after the prescribed maintenance and establishment period of two (2) years, and after the CITY's acceptance of said improvements, in a manner consistent with CITY standards and practices. Low maintenance landscaping and aesthetic improvements are to be given appropriate consideration during design.

24. To indemnify, hold harmless, and defend the DEPARTMENT from and against any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney's fees, that arise by reason of any CITY use of any or all of the materials, likenesses, photographs, sculptures (or similar items depending on the design used by the CITY) contained, displayed or portrayed in the aesthetics and landscaping for the CITY portion of the PROJECT.

25. To maintain for any facility or improvement that will be owned, directed and/or maintained by the CITY, or any other CITY public right-of-way, upon completion and acceptance of the PROJECT by the DEPARTMENT.

ARTICLE II - DEPARTMENT AGREES

1. To fund the construction of the PROJECT, including Right-of-Way acquisition, engineering, necessary utility relocations, and construction engineering with the exception of the facilities that the CITY will fund. DEPARTMENT will obligate federal funds programmed by the CITY for the PROJECT in the amount of \$20,500,000. The DEPARTMENT agrees that the CITY's responsibility will be for the incremental cost to construct additional landscaping as required by the CITY and upgrading MLKE to a four-lane facility versus a two-lane facility between Ellis Ave. and Oakey Blvd. In addition the CITY will fund the construction of the MLKE overpass at Charleston as shown in Exhibit A and Exhibit C

2. To monitor all PROJECT activities to ensure compliance with applicable environmental laws and regulations.

3. To maintain and update the Major Project Plan and Financial Plan for all elements of the PROJECT.

4. To own, operate and maintain portions of the PROJECT identified in Exhibit B.
5. To operate, including energy costs, and maintain all I-15 freeway lighting and under deck freeway lighting systems within the PROJECT limits.
6. To use current DEPARTMENT standards, specifications, and procedures for the development, analysis, and design of the PROJECT except for those facilities included in the PROJECT that will be owned and/or maintained by the CITY. Those facilities or improvements will be designed and constructed to CITY Downtown Centennial standards, Clark County Regional Transportation Commission (Southern Nevada) and Clark County Regional Flood Control District standards unless otherwise approved by the CITY.
7. To fund and install all traffic signal systems included in the PROJECT in accordance with the CITY's standards and practices at no cost to the CITY
8. To participate in the costs of replacement necessary for major repairs (those repairs costing in excess of \$1,500.00) of all the proposed traffic signal systems included in the PROJECT due to accidental damage. If the costs are over One Thousand Five Hundred and No/100 Dollars (\$1,500.00), the CITY will notify the DEPARTMENT's District Engineer to coordinate repairs.
9. To reinstall at no cost to the CITY all Cultural Designation Signs along the I-15 and US95 mainline and off-ramps that are impacted by the PROJECT and make any necessary modifications to ensure that the signs will work with the PROJECT's Ultimate Design. The signs include The Smith Center, Fremont St District, Arts District, and City Museums.
10. That the CITY is exempted from being required to obtain an encroachment or any other applicable permit from the DEPARTMENT for routine maintenance work on the traffic signal system or any other CITY facilities.
11. To issue an occupancy permit to the CITY, at no cost to the CITY, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of constructing PROJECT.
12. To design and construct Grand Central Parkway as a part of the PROJECT to accommodate future UPRR crossing to connect with Industrial Road. Western Avenue will be designed to allow for a "T" intersection into the future Grand Central Parkway – Industrial Road connection.
13. To design and construct local facilities being constructed or impacted by construction with widened sidewalks in compliance to ADA PROWAG standards and with the CITY's Downtown Centennial Standards, where feasible, and where agreed upon by both parties.
14. To coordinate utility issues with the appropriate utility companies and prepare agreements with the appropriate utility companies for utilities located within CITY right-of-way.
15. To require the DEPARTMENT's contractor to provide a warranty period for not less than two (2) years after completion of the PROJECT Improvements and acceptance by the DEPARTMENT.
16. To ensure that landscaping and/or aesthetic treatments that are part of the PROJECT comply with the DEPARTMENT's Landscape and Aesthetic Master Plan, any

established applicable Landscape and Aesthetic Corridor Plans, and the CITY's Project Neon conceptual plan for all CITY maintained facilities.

17. To invite the CITY to project meetings, including but not limited to, field reviews, right-of-way settings, and review meetings.

18. To be responsible for litter and graffiti removal and general aesthetic maintenance on I-15 mainline consistent with DEPARTMENT standards and practices including girders, wing walls, barrier walls, and inside surfaces (facing mainline Interstate I-15) of marquee signs and any other graffiti removal or general aesthetic maintenance requiring a shutdown of a travel lane on Interstate 15.

19. To accept from the CITY by Quitclaim Deed the fee title and permanent maintenance easement for CITY rights-of-way within PROJECT Control of Access.

20. To coordinate the removal of parking impacted by the PROJECT with the CITY.

21. To provide the CITY with four (4) copies of each set of PROJECT design submittals or review and comment submittals and to invite the CITY to the review meetings to address said comments.

22. To allow the CITY fourteen (14) calendar days to review and provide comments on the plans and specifications for each PROJECT submittal, and fourteen (14) calendar days to review and provide comments on submittals during construction.

23. To allow a CITY inspector on the PROJECT site to review and comment on the construction of facilities to be maintained by the CITY.

24. To provide the CITY with two (2) sets of as-built drawings and one electronic copy (if available) following the completion of the PROJECT.

25. To coordinate with the CITY to allow the CITY to perform any necessary maintenance activities on all CITY-owned facilities throughout the duration of the construction of the PROJECT.

26. To design, or have designed by consultant forces, the relocation of CITY-owned utilities that will be in conflict with the proposed PROJECT improvements and to adjust sewer and storm drain manhole covers at no cost to the CITY.

27. To invoke the DEPARTMENT's authority under NRS 408.210 (4) to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARTMENT's right-of-way, pursuant to DEPARTMENT permits issued pursuant to NRS 408.210 and/or NRS 408.423, in order to accommodate construction of the PROJECT.

28. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect said utility relocations.

29. To ensure that all applicable right-of-way laws and regulations are met on this PROJECT and to document those actions in accordance with the DEPARTMENT's administrative requirements.

30. To coordinate with the CITY certain phases of work to be constructed during

times that minimize impacts to the CITY's Symphony Park/Redevelopment Area wherever feasible, and to work with the CITY to minimize the construction impacts during special events in the vicinity of the project.

31. To coordinate with the appropriate PROJECT stakeholders when impacting public transit facilities.

32. To coordinate detours, haul routes, lane closures, and barricades on CITY streets and right-of-way with the CITY as plans are developed and obtain a no-fee barricade permit from the CITY for any/all devices placed within CITY right-of-way.

33. To include the CITY as a participant in the developer selection process which includes having one representative from the CITY as a member of the RFP evaluation panel.

34. To allow the CITY to review, comment, and approve the DEPARTMENT's PROJECT change orders as well as other changes to the contract documents, plans, and specifications that impact the CITY's proportion of the PROJECT. The CITY's written response shall be made within five (5) working days of its notice of change orders or other changes. No response from the CITY within this time frame shall constitute CITY's consent to and acceptance of such change orders or other changes and for the DEPARTMENT to proceed with the work. If the CITY rejects a change order or other change that the DEPARTMENT deems to be necessary for the PROJECT and must be approved to allow constructing the PROJECT, the DEPARTMENT will approve the change order. The CITY's maximum funding responsibility is outlined in Article I, Paragraph 1, of this agreement, unless the CITY requests additional improvements at which time the CITY will be responsible for all costs associated with any change orders they initiate.

35. In addition to the limits identified in Article II, Paragraph 4, and Exhibit B the DEPARTMENT agrees to own, operate, and maintain the structural components of the Martin Luther King overpass, Oakey Blvd, Neon Gateway, Charleston Blvd, Alta Blvd and Symphony bridges over I-15 including the substructure and the following components of the superstructure: (a) girder; (b) structural deck; (c) structural aspects of the barrier rail; (d) approach slabs; and (e) slope paving.

36. Upon completion of the entire NEON program, the Department will quit claim to the CITY those remnant parcels having CITY-maintained landscaping.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including the 31st day of December, 2017, or until construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

2. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

3. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director
Attn.: Cole Mortensen, P.E.
Senior Project Manager
Nevada Department of Transportation
Project Management Division
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7742
Fax: (775) 888-7322
E-mail: cmortensen@dot.state.nv.us

FOR CITY: Jorge Cervantes, P.E., P.T.O.E., Community Development
Executive Director
City of Las Vegas
City Hall
400 East Stewart
Las Vegas, NV 89101
Phone: (702) 229-6276
Fax: (702) 382-0848
E-mail: jcervantes@lasvegasnevada.gov

4. Should this Agreement be terminated by the CITY prior to completion of the PROJECT, the CITY will reimburse the DEPARTMENT for all CITY improvement costs incurred up to the point of Agreement termination, and all costs incurred by the DEPARTMENT because of the Agreement termination.

5. The CITY will ensure that any reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be the exclusive, joint property of the CITY and the DEPARTMENT. The CITY will ensure any consultant will not use, willingly allow or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of both the CITY and the DEPARTMENT. The CITY and its consultants shall not utilize any materials, information or data obtained as a result of performance of this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The CITY and its consultants shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performance of this Agreement in any publication or presentation without the written permission of the employee or agent to whom the opinion is attributed, in addition to the written permission of the DEPARTMENT.

6. 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 limitations, 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.

7. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification ("Indemnified Party"), to serve the other party ("Indemnifying Party") with written notice of actual or pending claim, within thirty (30) calendar days of the Indemnified Party's notice of actual or pending claim or cause of action. The Indemnifying Party shall not be liable for reimbursement of any attorney's fees and costs incurred by the Indemnified Party due to said party exercising its right to participate with legal counsel.

8. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

9. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

10. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

11. This Agreement 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 parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

12. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement 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 Agreement unenforceable.

13. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

14. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

15. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made. If any litigation, claim or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

16. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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 one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other party.

17. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

18. 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 engage in the cooperative action set forth herein.

19. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

20. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement.

21. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

22. This Agreement constitutes 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

23. This agreement will be amended as the Public Private Partnership agreement is finalized to allow for the inclusion of provisions necessary to facilitate the delivery of the project.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF LAS VEGAS
DEPARTMENT OF TRANSPORTATION

State of Nevada, acting by and through its

Carolyn G. Goodman
Mayor, City of Las Vegas

Director

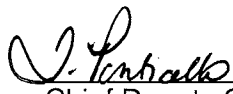
Attest:

Approved as to Legality & Form:

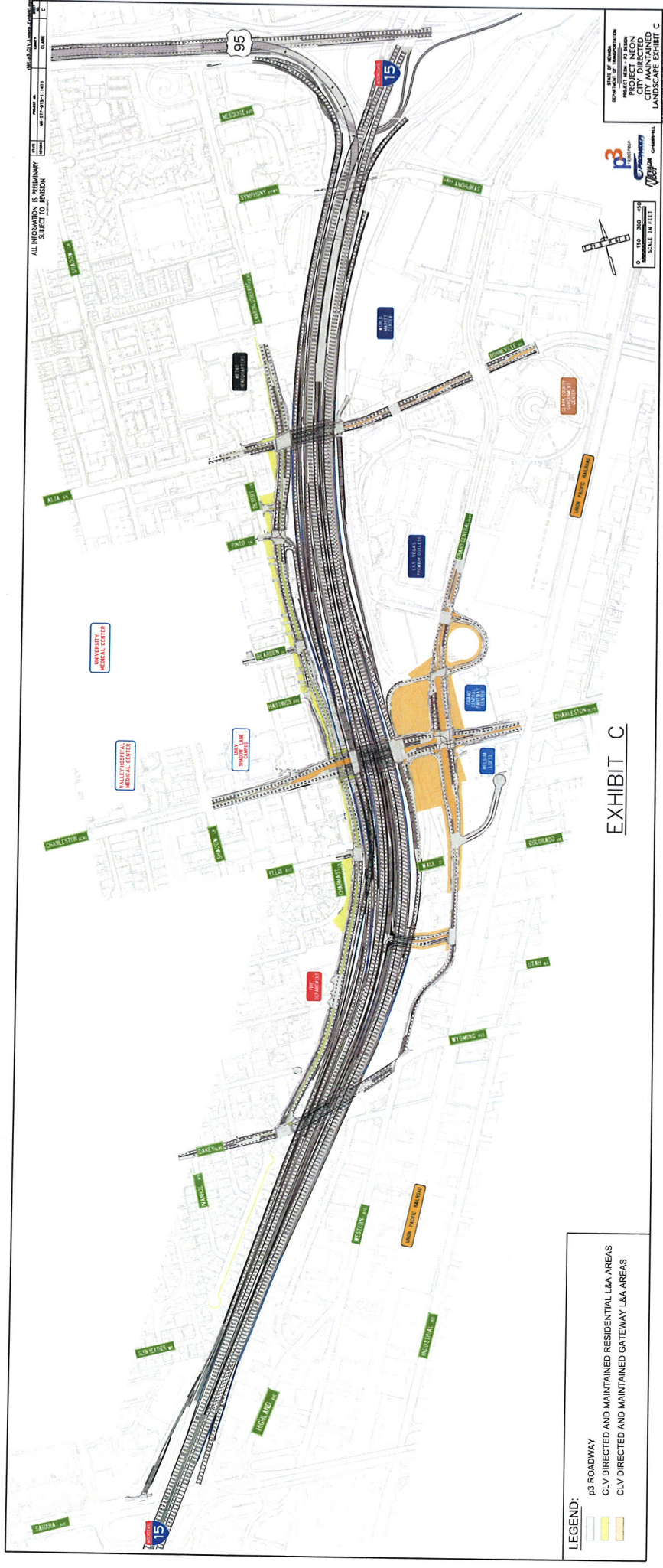
Beverly K. Bridges, MMC
City Clerk

Deputy Attorney General

Approved as to Form:

 12/11/13

Chief Deputy City Attorney



LEGEND:

- p3 ROADWAY
- CLV DIRECTED AND MAINTAINED RESIDENTIAL L&A AREAS
- CLV DIRECTED AND MAINTAINED GATEWAY L&A AREAS

EXHIBIT C

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION
PROJECT NEON
CITY OF MANTOLOKING
LANDSCAPE EXHIBIT C



1" = 100' SCALE
1" = 100' SCALE
1" = 100' SCALE