

**City of Carson City
Agenda Report**

Date Submitted: 3-25-08

Agenda Date Requested: 4-3-08
Time Requested: 15 minutes

To: Mayor and Board of Supervisors

From: 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 that section 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 who had paid for the abandonment of streets also sought relief, one of which is the Carson City Nugget. The District Court held that the City should not have charged for the abandonments. 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 some of the defenses in the Capital City Entertainment case and again lost in District Court. The case was appealed to the Nevada Supreme Court and was settled in the settlement program. This is the last abandonment case to be settled.

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: The City sought judicial review of its decision to charge for the abandonment of streets in that section 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 who had paid for the abandonment of streets also sought relief, one of which is the Carson City Nugget. The District Court held that the City should not have charged for the abandonments. 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 some of the defenses in the Capital City Entertainment case and again lost in District

Court. The case was appealed to the Nevada Supreme Court and was settled in the settlement program. This is the last abandonment case to be settled.

A proposed settlement agreement was brought to the Carson City Board of Supervisors on December 20, 2007. At that time, Supervisor Staub had concerns about the agreement accruing interest prior to the completion of the projects. The City's negotiating team and the Nugget sat down and discussed settlement further. The City's negotiating team proposed to install a left turn signal at Carson Street and Robinson Street for north/south traffic. City staff has estimated that the cost of installation of the signal is approximately \$150,000.00. In exchange for installing the signal, the Nugget agrees to eliminate the Carson Street Project Improvements. In addition, the Nugget agrees to eliminate the accrual of interest on the East Robinson Street and North Plaza Street improvements.

The Agreement essentially consists of the following:

1. City agrees to pay Nugget the sum of \$252,576.00 as reimbursement of the amount paid by Nugget for abandonment of the streets.
2. City agrees to improve and maintain the Laxalt Plaza/Park Feature.
3. City agrees to expend \$481,088.00 on either a hotel/conference center/parking garage if the Nugget submits plans by December 31, 2009 or to improve East Robinson Street and North Plaza Street with curb, gutters and sidewalks.
4. City agrees to install an electronic left turn arrow signal east and west at Carson Street and Robinson Street.
5. City will contract with a development finance consultant to complete a feasibility study and facilitate public-private partnerships as they relate to the current and future market demands within the Downtown Redevelopment District. If the study costs more than \$50,000.00, the City will deduct any amount over that from the project costs up to an additional \$50,000.00.
6. Any sums due under the Agreement are not entitled to bear interest prior to the date the sums are due.

Supporting Material: Settlement Agreement

Prepared By: Melanie Bruketta, Chief Deputy D.A.

Reviewed By:

John Bahr for Law

Marv Teixeira, Mayor City Manager

Melanie Braga
(District Attorney)
Mark Blommert
(Finance)

Date: 3-25-08

Date: 3-25-08

Date: 3-25-08

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 _____, 2008, 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, tortious 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, tortious 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 August 31, 2008. The CITY has the sole authority to determine how the property will be maintained.

6. In addition, CITY shall complete the addition of an electronic left turn arrow signal east and west at Carson Street and Robinson Street as shown in Exhibit D by September 30, 2009

7. As further additional compensation to NUGGET, CITY agrees to expend a total of FOUR HUNDRED EIGHTY-ONE THOUSAND EIGHTY-EIGHT AND NO/100 DOLLARS (\$481,088.00) on projects described in Paragraph 8 or Paragraph 9 below.

8. In the event that NUGGET submits plans prior to December 31, 2009 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 \$481,088.00 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.

9. In the event that NUGGET does not submit plans prior to December 31, 2009 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 E attached hereto and incorporated herein by this reference (the "Street Improvements"). In the event the Street Improvements are not completed by December 31, 2010, the CITY will pay to NUGGET, FOUR HUNDRED EIGHTY-ONE THOUSAND EIGHTY-EIGHT AND NO/100 DOLLARS (\$481,088.00) minus the value of any improvements made by CITY.

10. Nugget agrees that all sums which may become due and owing under this Agreement are not entitled to bear interest prior to their due date.

11. CITY shall contract with a development finance consultant to complete a 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 which study shall be jointly owned by NUGGET and CITY. The contract will be presented to the City for approval within one month of approval of this Agreement. If the cost of the feasibility study exceeds \$50,000.00, CITY will pay the additional costs but will reduce the \$481,088.00 that is to be used towards projects listed in paragraph 7 of this Agreement or paragraph 8 of this Agreement in an amount not to exceed \$50,000.00.

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 shall bear their own attorneys' fees and costs. (Exhibit F)

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 be 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: _____ Its: _____

CARSON NUGGET, INC., a Nevada corporation

By: _____ Its: _____

STATE OF NEVADA)
): ss.
COUNTY OF _____)

On this _____ day of _____, 2008, _____,

_____, _____, and _____

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

NOTARY PUBLIC

CARSON CITY COUNTY

4.45

A

1974-0-4

1 ORDER FOR VACATION OF A PORTION
2 OF PLAZA STREET3 WHEREAS, at a regular meeting of the Board of Supervisors
4 of Carson City, State of Nevada, a petition for an Order or Resolution to
5 vacate the following described property:6 All that portion of Plaza Street, lying between Blocks
7 54 and 55 of the Musser Division to Carson City,
8 State of Nevada, and more particularly described
9 as follows:10 Beginning at the southeast corner of Block 55 of
11 the Musser Division to Carson City; thence east
12 to the southwest corner of Block 54 of said Musser
13 Division; thence north along a west boundary line
14 of said Block 54 to the northwest corner of said
15 Block 54; thence west to the northeast corner of said
16 Block 55; thence south along the east boundary of
17 said Block 55 to the southeast corner of said Block
18 55 and the point of beginning;

19 has been filed; and

20 WHEREAS, notice has been posted according to law; and

21 WHEREAS, upon a public hearing held on September 17, 1974
22 it appears to the satisfaction of the Carson City Board of Supervisors that
23 the public will not be materially injured by the proposed vacation; and24 WHEREAS, the Carson City Planning Commission has
25 recommended that certain conditions be attached to any vacation ordered in
this matter by the Carson City Board of Supervisors; and26 WHEREAS, the 1973 Nevada Legislature determined that as
27 of July 1, 1973 the abutting property owners must pay for title to any vacated
28 street or alley such consideration as the governing body determines to be
29 reasonable;30 NOW, THEREFORE, IT IS HEREBY ORDERED BY THE
31 CARSON CITY BOARD OF SUPERVISORS:32 1. That the property described in the first recital paragraph
33 herein is hereby vacated as a public street or thoroughfare within Carson
34 City, State of Nevada subject to the following conditions precedent:

35 a. That pursuant to NRS 278.480 the Carson City

CARSON CITY COUNTY

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

- 8 1. The payment of Thirty Thousand Dollars
9 (\$30,000.00) in cash to Carson City.
- 10 2. The transfer, by Warranty Deed, to Carson
11 City of that certain parcel of land described
12 as follows:

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

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

- 22 2. That the following are conditions subsequent to this
23 order:

24 a. As a condition subsequent to this Order the Carson
25 City Nugget, Inc., shall pay real property taxes on
26 the parcel of property described in Paragraph 1. a. 2
27 herein for the fiscal year of 1974-1975. These taxes
28 are due and payable in fiscal year 1975-1976.

29 b. That as a further condition subsequent to this Order
30 the Carson City Nugget, Inc. shall relocate and
31 construct all water, sewer and other utilities and
32 utility lines the relocation of which is necessitated
33 by the abandonment of the real property described in
34 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 EUGENE M. SCRIVNER, Mayor

11 Date: September 17, 1974

12 ATTEST:

13 
14 VAUGHN L. SMITH, Clerk

15 Date: September 17, 1974

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

18 Board of Supervisors:

19 ~~Order for Removal of Abandonment~~

20 ~~of the City of Carson City, Nevada~~

21 ~~NOV 1 1974~~

22 ~~Min. Past 1 o'clock P.M.~~

23 ~~Recorded in Book 11 of~~

24 ~~Official Records~~

25 ~~Page 43751~~

26 ~~Carson City, Nevada~~

27 ~~City Clerk~~

28 ~~Carson City, Nevada~~

29 ~~43751~~

30 ~~43751~~

31 ~~43751~~

32 ~~43751~~

33 AYES: Eugene M. Scrivner

34 George Criteser, M. E. Hayes

35 George Gottschalk

36 Richard Peterson

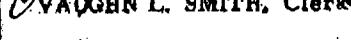
37 NAYES: None

38 ABSENT: None

39 
40 EUGENE M. SCRIVNER, Mayor

41 Date: October 15, 1974

42 ATTEST:

43 
44 VAUGHN L. SMITH, Clerk

45 Date: October 15, 1974

OK # 288 PAGE # 071

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 G. Randall, Christi Ann D. Randall, Great Western Corporation, Lt. 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.15N., 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 11.0 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 Husser Subdivision as shown on the Official Plat of Husser Subdivision recorded in Book 1, Page 187 of the Official Records of Carson City, Nevada, on the 30th day of September, 1963.

OR # 288 PAGE # 072

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 SIXTY 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

Yes:

Joe Bensinger

Thelma Calhoun

M. E. "John" Hayes

Robert C. Brogan

Harold J. Jacobsen

OK #. 288 PAGE #. 073

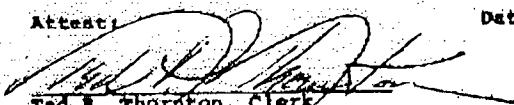
None

None

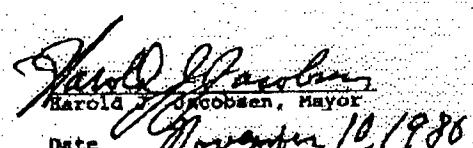
None

None

Attest:


Ted F. Thornton, Clerk

Date: 11-10-88


Harold J. Jacobsen, Mayor

Date: November 10, 1988

FILED FOR RECORD
AT THE REQUEST OFCARTER C.74
1988 NOV 10 PM 3:17FILE NO. 62
PETE GUPRA
CARTER CITY RECORDER
BY  DEPUTY
4/2

871 288 073

Revised: Aug. 21, 2007

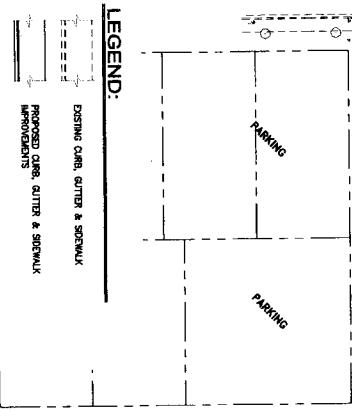
Prepared By: D Rosenkoetter

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
	SUBTOTAL				\$119,212.00
	Design Services (10%)				\$11,922.00
	Construction Services (5%)				\$5,961.00
	Construction Contingency				\$12,905.00
	TOTAL				\$150,000.00
	Prelim. Estimated Const. Costs - State ADA Addition				\$75,000.00
	TOTAL PLAZA IMPROVEMENTS				\$225,000.00

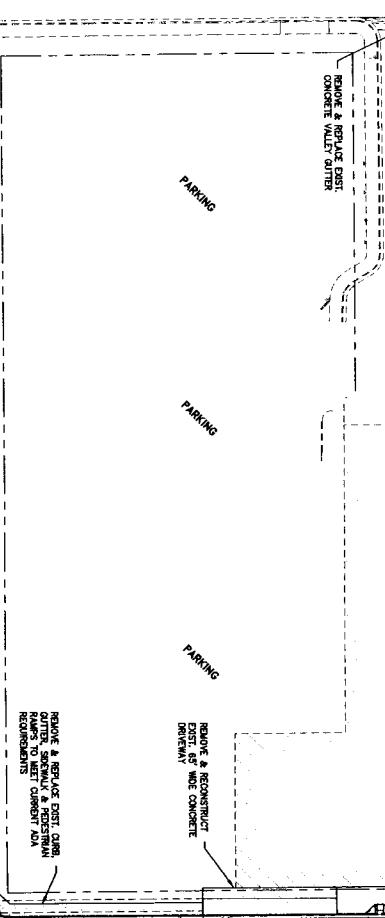
E. - PROCTOR ST.



N. CARSON ST.

N. PLAZA ST.

E. TELEGRAPH ST.



W. SPEAR ST.

N. CARSON ST.

E. ROBINSON ST.

N. PLAZA ST.

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 (HORZ): X' - XX'
SCALE (VERT): X' - XX'
DATE: 3-24-08



LEGEND:

EXISTING CURB, GUTTER & SIDEWALK

TRAFFIC SIGNAL IMPROVEMENTS

TRAFFIC SIGNAL IMPROVEMENTS

CARSON
NUGGET

N. CARSON ST.

NEW SIGNAL POLE
FOOT LONG MAS
SIGNAL HEADS

E. ROBINSON ST.

NEW SIGNAL POLE WITH 45°
FOOT LONG MAST ARM AND
SIGNAL HEADS

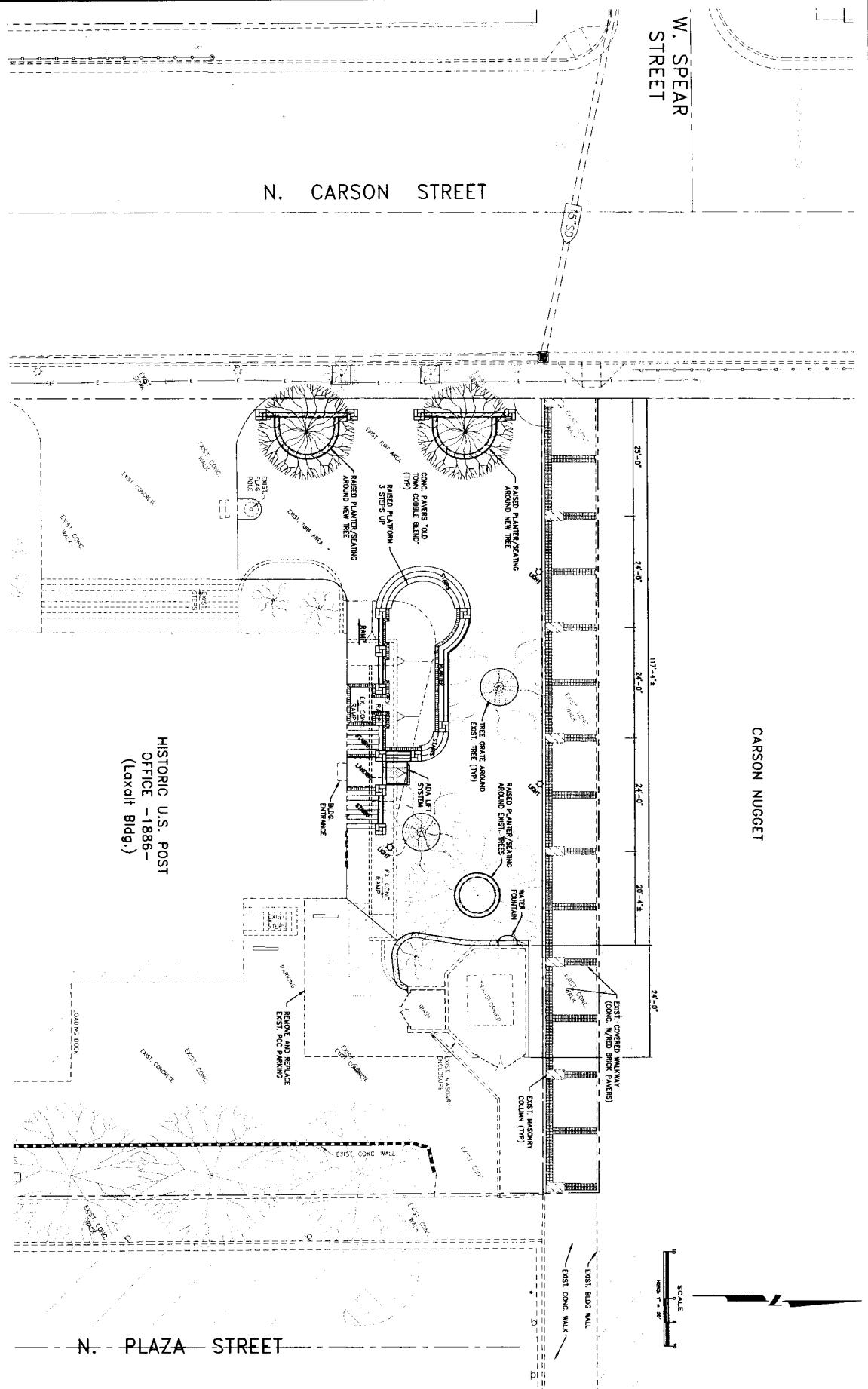
**CARSON CITY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

ENGINEERING DIVISION

DESIGNED BY: XXX
DRAWN BY: XXX
CHECKED BY: XXX
DWG NO.: XXX.DWG
SCALE (HORIZ): "X"=XX'
SCALE (VERT): "X"=XX'
DATE: 3-24-08

**CARSON NUGGET
SIGNAL IMPROVEMENTS
LEFT TURN PHASING**

Exhibit D



1 Case No. 00-00262A
2 Dept. No. II
3
4
5

EXHIBIT F

6 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR CARSON CITY

8 CARSON CITY NUGGET, INC.,
9 a Nevada corporation, and CARSON
NUGGET, INC., a Nevada corporation.,

10 Plaintiff,

11 v.

12 CARSON CITY, a consolidated
13 municipality of the State of Nevada,

14 Defendant.

15 **STIPULATION TO DISMISS WITH
16 PREJUDICE**

17 Plaintiff, Carson City Nugget, Inc., a Nevada Corporation and Carson Nugget, Inc., a
18 Nevada Corporation, by and through its counsel, Joan C. Wright, Esq.; and Carson City, by
19 and through its counsel, Neil A. Rombardo, Carson City District Attorney and Melanie
Bruketta, Carson City Chief Deputy District Attorney, in order to avoid the hazards and
uncertainties of litigation, hereby stipulate and agree as follows:

20 1. Carson City Nugget, Inc., and Carson Nugget, Inc., initiated the above-
21 referenced action by filing a Complaint on or about March 1, 2000, in the First Judicial District
22 Court of the State of Nevada, in and for Carson City, Nevada.

23 2. The matter involves the abandonment of certain portions of Plaza Street in 1974
24 and the abandonment of certain portions of Spear Street in 1980.

25 3. In order to fully and finally resolve this matter, the parties agreed to enter into a
26 Settlement Agreement Between Carson City Nugget, Inc., Carson Nugget, Inc., and Carson
27 City Regarding Abandonment of Streets. (Exhibit A)

4. Each of the parties, for and in consideration of the mutual promises, duties, agreements and consideration, do release, acquit and forever discharge the other parties, their agents, employees, officers, directors, representatives, affiliates, successors and assigns of and from any and all claims, liabilities, demands and causes of action, known or unknown, asserted or unasserted, which they had, may now have, or ever in the future have as a result of or arising out of or by reason of the facts and circumstances surrounding this case.

5. It is agreed and understood that this is a compromise of disputed claims, that the agreements shall never be construed as an admission of liability on the part of any of the parties released, by whom liability is expressly denied.

6. If for any reason this Stipulation does not become effective, no party shall refer to or reference this Stipulation in any legal document or proceeding involved in any future litigation of the issues comprising this matter.

7. This Stipulation will be governed in accordance with the laws of the State of Nevada.

NOW THEREFORE, based on the foregoing and subject to the approval of the Court,
the parties hereby stipulate and agree:

1. That the above-entitled matter shall be dismissed, with prejudice, each party to bear its own attorney's fees and costs.

DATED: April . 2008

ALLISON, MACKENZIE, PAVLAKIS,
WRIGHT & FAGAN, LTD.

By:

Joan C. Wright, Esq.
402 N. Division St.
P.O. Box 646
Carson City, NV 89701

Attorney for Plaintiffs Carson City Nugget, Inc. and
Carson Nugget, Inc

1 DATED: April _____, 2008

2 NEIL A. ROMBARDO
3 Carson City District Attorney

4 By: _____

5 Melanie Bruketta
6 Chief Deputy District Attorney
7 885 E. Musser St., Suite 2030
8 Carson City, NV 89701

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Attorneys for Defendant Carson City