

INTERLOCAL CONTRACT

**LAS VEGAS WASH – ELKHORN ROAD,
RAINBOW BOULEVARD TO
TORREY PINES DRIVE**

THIS INTERLOCAL CONTRACT made and entered into as of the 31st day of November, 2007 by and between the Clark County Regional Flood Control District, hereinafter referred to as “DISTRICT” and the CITY OF LAS VEGAS, hereinafter referred to as “CITY”.

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2002 Master Plan Update as Facility Number LVMD 2500 hereinafter referred to as PROJECT; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit “A”; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION I - SCOPE OF THE PROJECT

THIS INTERLOCAL CONTRACT applies to construction management and construction associated with the Las Vegas Wash, Elkhorn Road, Rainbow Boulevard to Torrey Pines Drive. The proposed improvements include 2700 Lineal Feet of dual 13’ x 9’ RCB’s and associated drainage conveyance facilities identified with the Las Vegas Wash facility study and as shown in the 2002 Master Plan Update. This system will provide much needed drainage facilities within the Northwest part of the City of Las Vegas and unincorporated Clark County. This facility will convey existing flows at the Rainbow Boulevard/Elkhorn Road intersection and convey the flows east to Torrey Pines Drive where the facility will terminate into an interim facility in Torrey Pines that is connected into an existing interim drainage facility in Torrey Pines, south of Elkhorn that is connected to the Clark County Beltway channel located to the south. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit “A”.

SECTION II - PROJECT COSTS

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction management at a cost not to exceed \$586,450.
2. Construction at a cost not to exceed \$8,377,854.
3. The total cost of the contract shall not exceed \$8,964,304 which includes all of the items described in the paragraphs above.
4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and specifications as the funding agency.
2. The CITY will use its best efforts to award the bid for this PROJECT by March 5, 2008. Prior to submission of the first payment request, the Entity will submit to the District a construction schedule and cash flow projection. The CITY will take all reasonable steps possible to avoid delays in the construction of District funded projects. Project delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the District Board of Directors. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated with the project and discontinue funding for the remainder of the project. Funding already spent or appropriated by the CITY will not be required to be refunded to the District. Project funding can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.
3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

4. The CITY, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time work is performed on the PROJECT.
5. The CITY will require appropriate financial security for the construction of the PROJECT.
6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.
7. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual and the Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.
8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.
9. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.
10. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - a. Right-of-way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
 - b. Pre-design Engineering (all work prior to design, excluding right-of-way)
 - c. Design Engineering
 - d. Construction Engineering
 - e. Construction (all work after award of construction contract)
 - f. Environmental: Costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the project and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
 - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.

11. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project approval and payment. Following the three-year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media or an electronic format.
12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.
13. Up to the limits set forth in NRS Chapter **41**, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.
14. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.

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15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to February 24, 2009. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

November 8, 2007

ATTEST:

BY: Lawrence L. Brown III
LAWRENCE L. BROWN, III, Chairman

Carolyn Frazier

CAROLYN FRAZIER, Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

11-21-07
ATTEST:

BY: Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

Barbara J. Ronemus
BARBARA J. RONEMUS, City Clerk

APPROVED AS TO FORM

Thomas R. Green 12/5/07
Thomas R. Green Date
Deputy City Attorney

LAS22H07

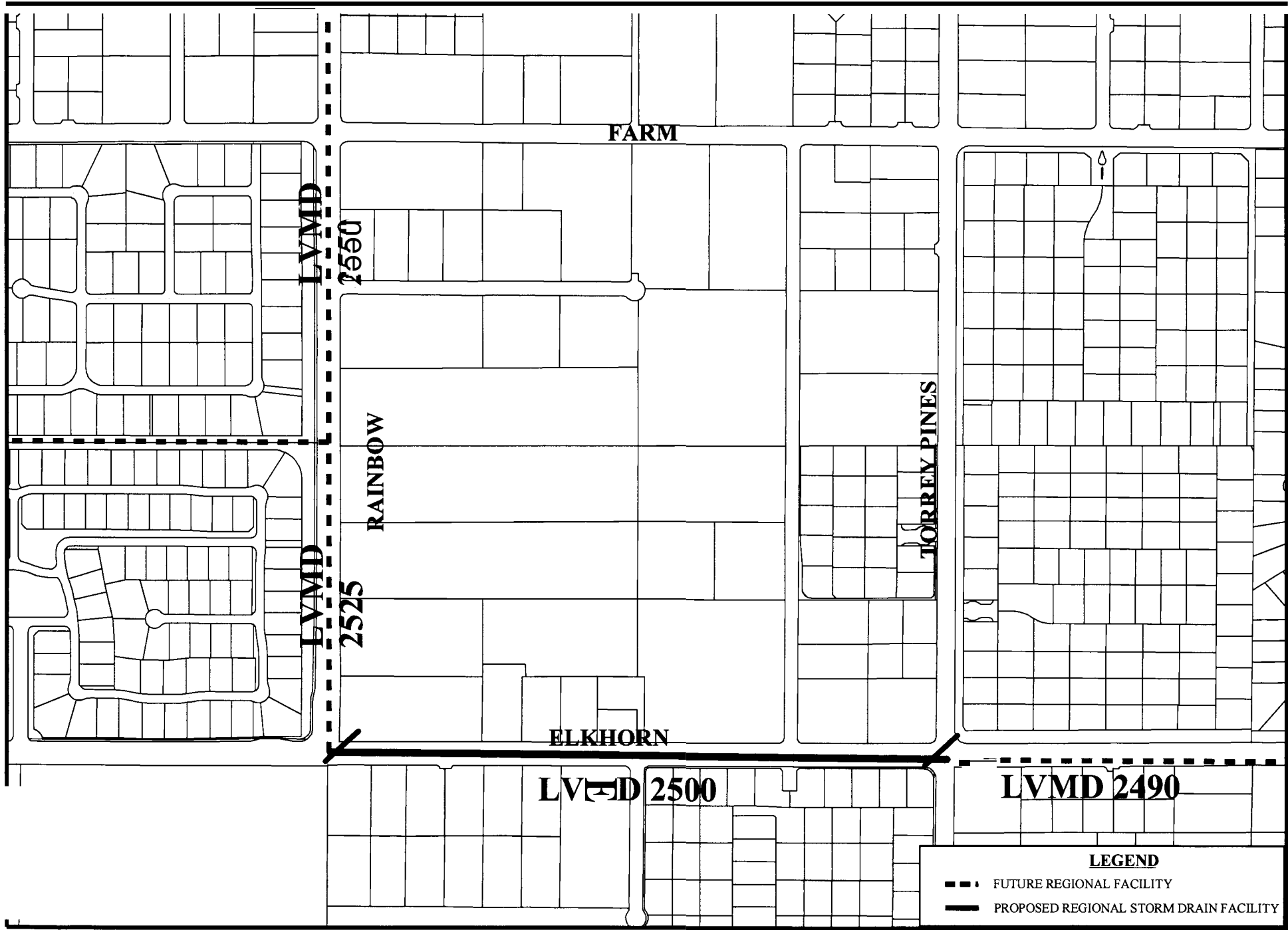


EXHIBIT A
LAS VEGAS WASH - ELKHORN, RAINBOW BLVD TO TORRY PINES DR. (LAS22H07)

F:\#Depot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - LAS VEGAS WASH - ELKHORN, RAINBOW BLVD TO TORRY PINE DR.



**FIRST SUPPLEMENTAL TO THE INTERLOCAL CONTRACT FOR
LAS VEGAS WASH – ELKHORN ROAD,
RAINBOW BOULEVARD TO TORREY PINES DRIVE**

THIS INTERLOCAL CONTRACT made and entered into as of the 10th day of April, 2008 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2002 Master Plan Update as Facility Number LVMD 2500 hereinafter referred to as PROJECT; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the DISTRICT approved an Interlocal contract to provide funds for construction and construction management of the Project; and,

WHEREAS, it is necessary to decrease construction funding for the Project; and

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to supplement the Interlocal Contract approved November 8, 2007, as follows:

SECTION II – PROJECT COSTS, shall be changed to read as follows

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction management at a cost not to exceed \$586,450.
2. Construction at a cost not to exceed \$ 6,745,113.
3. The total cost of the contract shall not exceed \$7,331,563 which includes all of the items described in the paragraphs above.

4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

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The remainder of the original Interlocal Contract remains unchanged.

IN WITNESS WHEREOF, this Supplemental No. 1 to the Interlocal Contract is hereby executed as of the date set forth above.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

April 10, 2008
ATTEST:

BY: Lawrence L. Brown III
LAWRENCE L. BROWN, III, Chairman

Carolyn Frazier
CAROLYN FRAZIER, Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

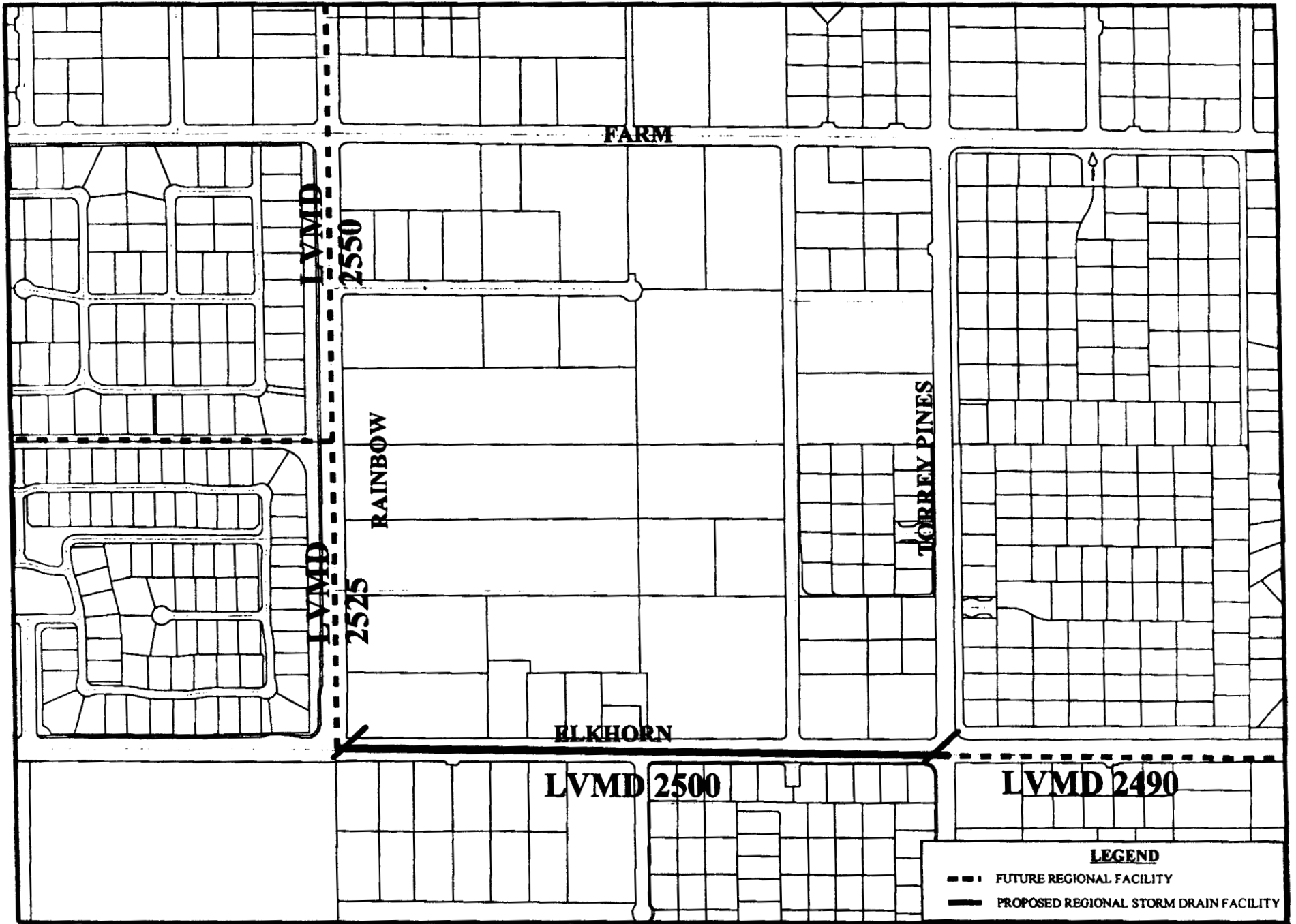
6/4/08
ATTEST:

BY: Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

Barbara J. Ronemus
BARBARA J. RONEMUS, City Clerk

Approved as to form

John S. Ridilla 5/6/08
John S. Ridilla Date
Deputy City Attorney



LAS22H07

**EXHIBIT A
LAS VEGAS WASH - ELKHORN, RAINBOW BLVD TO TORREY PINES DR. (LAS22H07)**

F:\V\Deport\Engineering_Planing\Flood\ARCVIEW\Exhibit A - LAS VEGAS WASH - ELKHORN, RAINBOW BLVD TO TORREY PINE DR.



SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

LAS VEGAS WASH – ELKHORN ROAD, RAINBOW BOULEVARD TO TORREY PINES DRIVE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 9th day of JANUARY, 2009 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2002 Master Plan, as Facility Number LVMD 2500, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the Interlocal Contract dated November 8, 2007 and First Supplemental Interlocal Contract dated April 10, 2008 for the construction of the Las Vegas Wash – Elkhorn Road, Rainbow to Torrey Pines Drive were entered into between the DISTRICT and the CITY; and

WHEREAS, the CITY wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL paragraph 15 shall be revised as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to February 24, 2010. The DISTRICT may, at

any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

All other section of the Interlocal contracts dated November 8, 2007, April 10, 2008 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Second Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

3/4/09

Date of District Action

January 8, 2009

City of Las Vegas

Regional Flood Control District

By:

Oscar B. Goodman
Oscar B. Goodman, Mayor

By:

Lawrence L. Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

Attest

By:

Beverly K. Bridges
Beverly K. Bridges, CMC
City Clerk

By:

Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to form

Approved as to Form

By:

John S. Radtke 1/14/07
Deputy City Attorney Date

By:

Christopher Figgins Date
Christopher Figgins
Chief Deputy District Attorney

LAS22H07

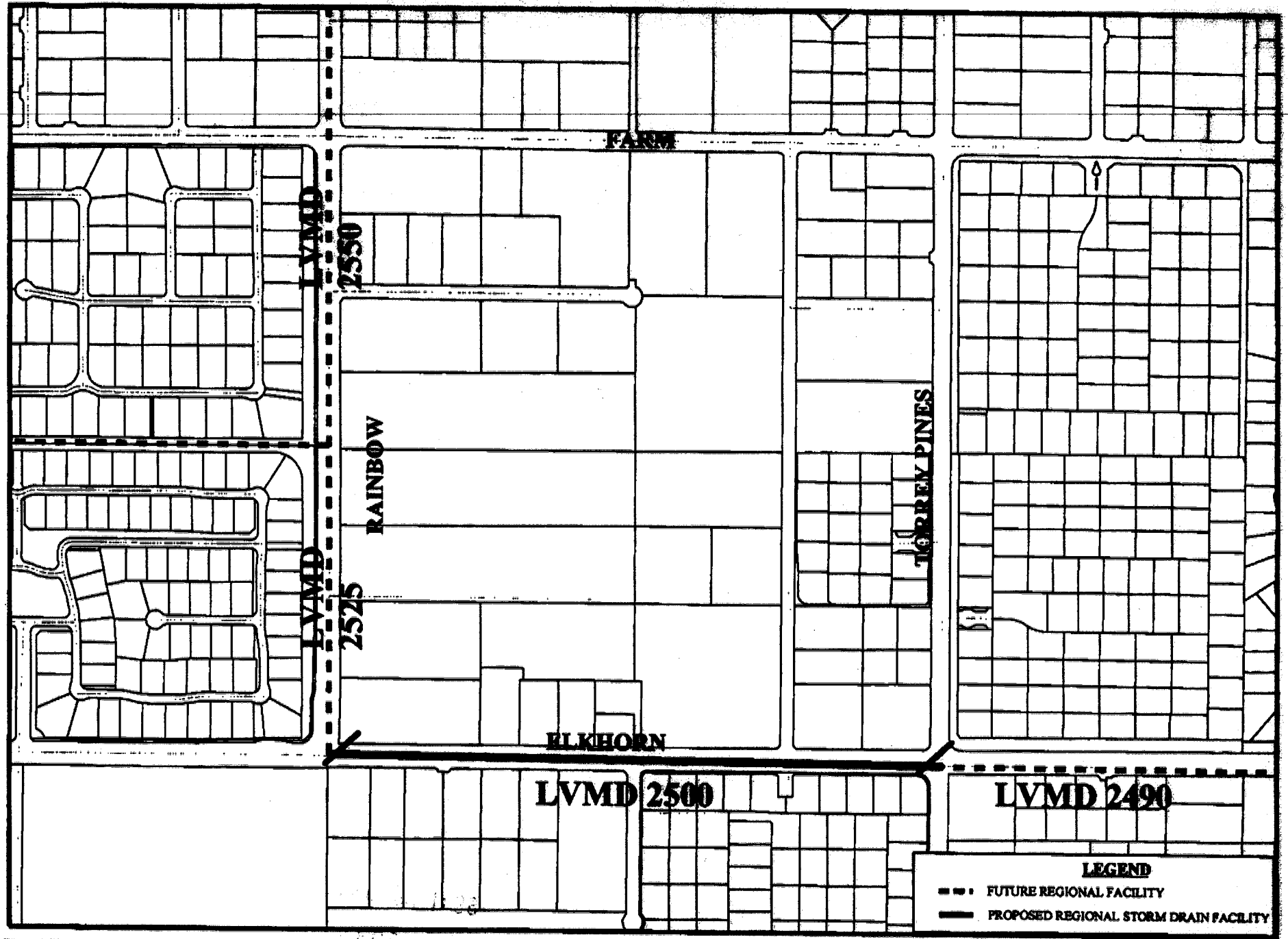


EXHIBIT A
LAS VEGAS WASH - ELKHORN, RAINBOW BLVD TO TORREY PINES DR. (LAS22H07)
F:\V\Depot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - LAS VEGAS WASH - ELKHORN, RAINBOW BLVD TO TORREY PINES DR.



**THIRD SUPPLEMENTAL INTERLOCAL CONTRACT
LAS VEGAS WASH – ELKHORN ROAD, RAINBOW BOULEVARD TO
TORREY PINES DRIVE**

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 11th day of February, 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as “DISTRICT”, and the City of Las Vegas hereinafter referred to as “CITY”.

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan, as Facility Number LVMD 2507, hereinafter referred to as “PROJECT”; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit “A”; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the Interlocal Contract dated November 8, 2007, and Supplemental Interlocal Contracts dated April 10, 2008 and January 8, 2009 were entered into between the DISTRICT and the CITY; and

WHEREAS, the CITY wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL paragraph 15 shall be revised as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 24, 2011. The DISTRICT may, at any

time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

All other section of the Interlocal contracts dated November 8, 2007, April 10, 2008 and January 8, 2009 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

April 7, 2010

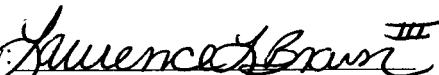
Date of District Action

February 11, 2010

City of Las Vegas


Regional Flood Control District

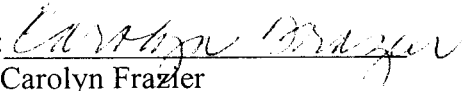
By: 
Oscar B. Goodman, Mayor

By: 
LAWRENCE L. BROWN, III,
Chairman

Attest

Attest

By: 
Beverly K. Bridges, MMC
City Clerk

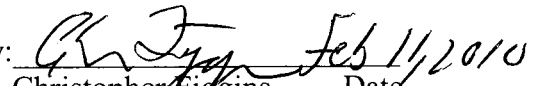
By: 
Carolyn Frazier
Secretary to the Board

RECORDED

Approved as to form

Approved as to Form

By:  2/26/10
Deputy City Attorney Date

By:  Feb 11, 2010
Christopher Figgins Date
Chief Deputy District Attorney

LAS22H07

0071

0018

FARM

LVMD2550

RAINBOW

TORREY PINES

LVMD2525

ELKHORN

LVMD2507

LVMD2490



LEGEND

■ FUTURE REGIONAL FACILITY

— PROPOSED REGIONAL STORM DRAIN FACILITY

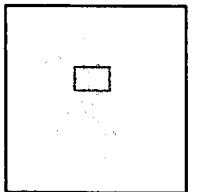
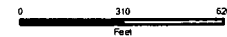


EXHIBIT A
LAS VEGAS WASH - ELKHORN, RAINBOW BLVD. TO TORREY PINES

(LAS22H07)

Due to continuous development activity
this map is for reference only.



**FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT
LAS VEGAS WASH – ELKHORN ROAD, RAINBOW BOULEVARD TO
TORREY PINES DRIVE**

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 19th day of May, 2011 by and between the Clark County Regional Flood Control District, hereinafter referred to as “DISTRICT”, and the City of Las Vegas hereinafter referred to as “CITY”.

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan, as Facility Number LVMD 2507, hereinafter referred to as “PROJECT”; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit “A”; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

WHEREAS, the Interlocal Contract dated November 8, 2007, First Supplemental Interlocal Contract dated April 10, 2008, Second Supplemental Interlocal Contract dated January 8, 2009 and Third Supplemental Interlocal Contract dated February 11, 2010 were entered into between the DISTRICT and the CITY; and

WHEREAS, the CITY wishes to extend the project completion date; and

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL, paragraph 15 shall be revised as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2011. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated November 8, 2007, First Supplemental Interlocal Contract dated April 10, 2008, Second Supplemental Interlocal

Contract dated January 8, 2009 and Third Supplemental Interlocal Contract dated February 11, 2010 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Fourth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

July 6, 2011

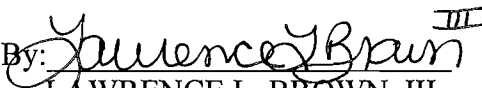
Date of District Action

May 19, 2011

City of Las Vegas

Regional Flood Control District

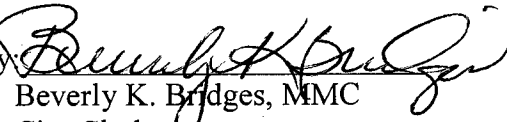
By: 
~~Oscar B. Goodman, Mayor~~

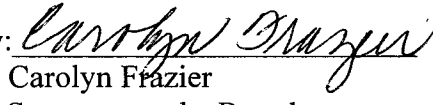
By: 
LAWRENCE L. BROWN, III,
Chairman

Carolyn G. Goodman, Mayor

Attest

Attest

By: 
Beverly K. Bridges, MMC
City Clerk

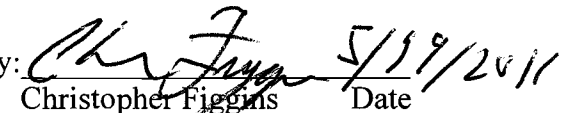
By: 
Carolyn Frazier
Secretary to the Board

Approved as to form

Approved as to Form

By: John S. Ridilla 07/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

By:  5/19/2011
Christopher Figgins Date
Chief Deputy District Attorney



LEGEND

--- FUTURE REGIONAL FACILITY

— PROPOSED REGIONAL STORM DRAIN FACILITY

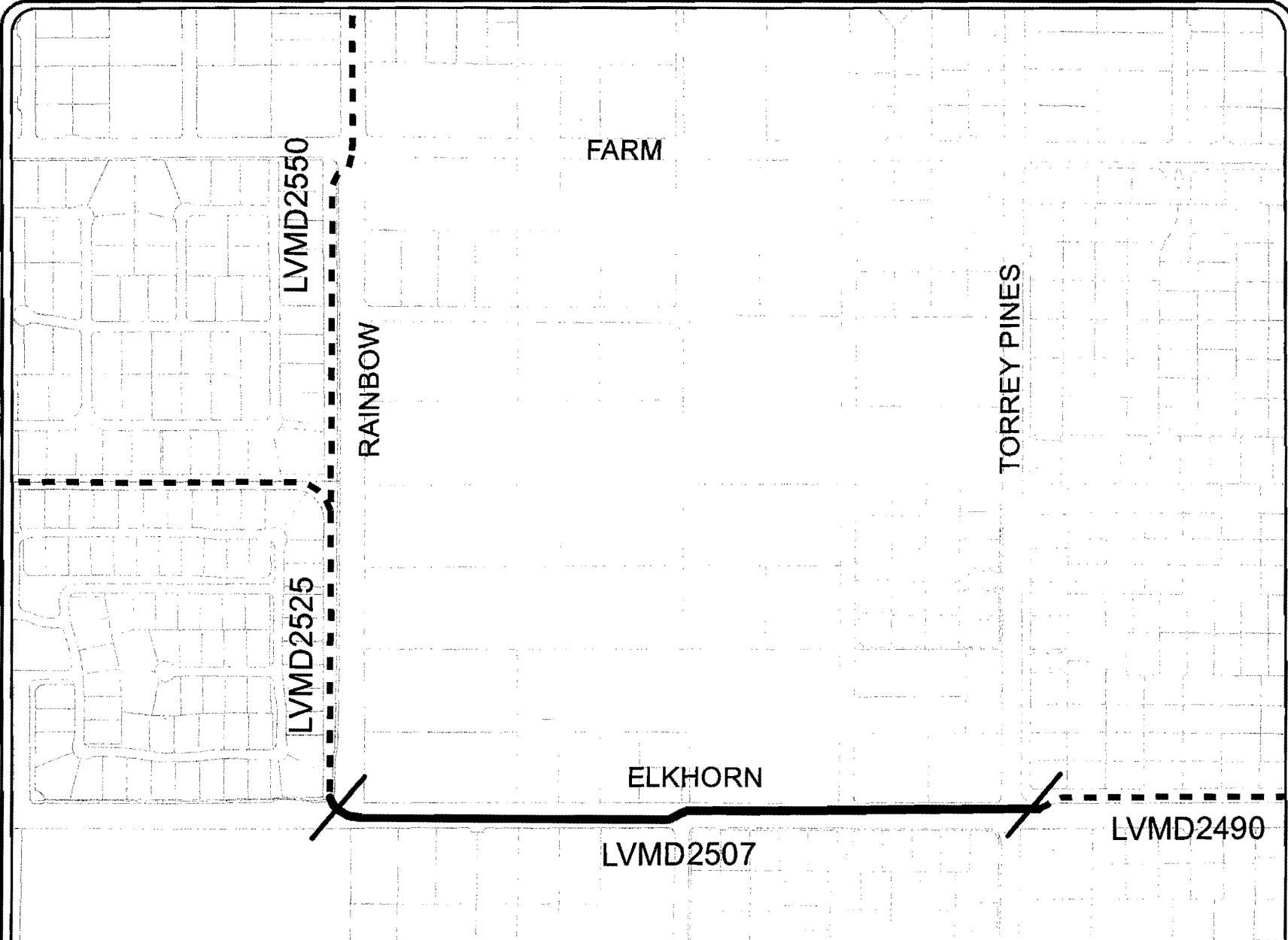
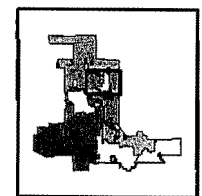
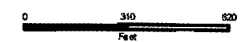


EXHIBIT A
LAS VEGAS WASH - ELKHORN, RAINBOW BLVD. TO TORREY PINES (LAS22H07)



**FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT
LAS VEGAS WASH – ELKHORN ROAD, RAINBOW BOULEVARD TO
TORREY PINES DRIVE**

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 19th day of May, 2011 by and between the Clark County Regional Flood Control District, hereinafter referred to as “DISTRICT”, and the City of Las Vegas hereinafter referred to as “CITY”.

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan, as Facility Number LVMD 2507, hereinafter referred to as “PROJECT”; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit “A”; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

WHEREAS, the Interlocal Contract dated November 8, 2007, First Supplemental Interlocal Contract dated April 10, 2008, Second Supplemental Interlocal Contract dated January 8, 2009 and Third Supplemental Interlocal Contract dated February 11, 2010 were entered into between the DISTRICT and the CITY; and

WHEREAS, the CITY wishes to extend the project completion date; and

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL, paragraph 15 shall be revised as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2011. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated November 8, 2007, First Supplemental Interlocal Contract dated April 10, 2008, Second Supplemental Interlocal

Contract dated January 8, 2009 and Third Supplemental Interlocal Contract dated February 11, 2010 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Fourth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

July 6, 2011

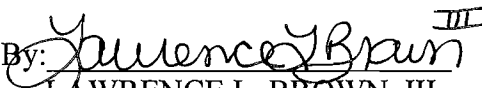
Date of District Action

May 19, 2011

City of Las Vegas

Regional Flood Control District

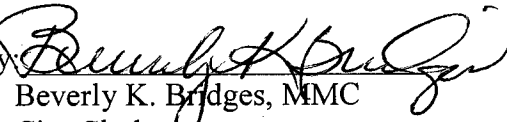
By: 
~~Oscar B. Goodman, Mayor~~


By: 
LAWRENCE L. BROWN, III,
Chairman

Carolyn G. Goodman, Mayor

Attest

Attest

By: 
Beverly K. Bridges, MMC
City Clerk

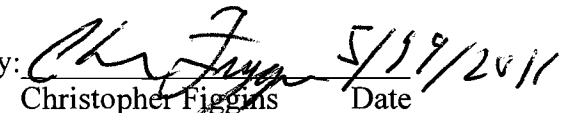
By: 
Carolyn Frazier
Secretary to the Board

Approved as to form

Approved as to Form

By: John S. Ridilla 07/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

By:  5/19/2011
Christopher Figgins Date
Chief Deputy District Attorney



LEGEND

--- FUTURE REGIONAL FACILITY

— PROPOSED REGIONAL STORM DRAIN FACILITY

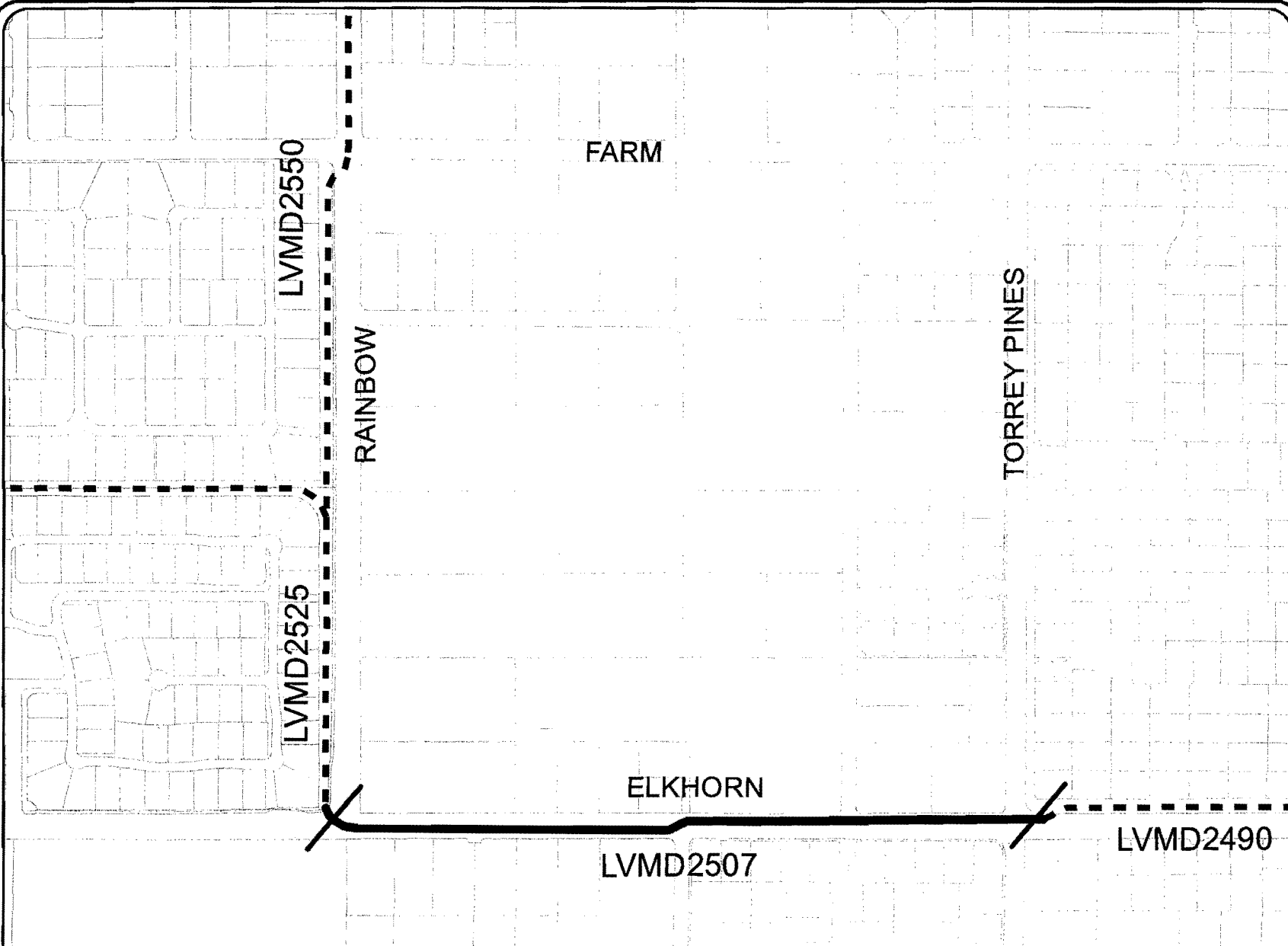
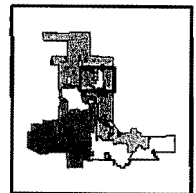


EXHIBIT A
LAS VEGAS WASH - ELKHORN, RAINBOW BLVD. TO TORREY PINES (LAS22H07)

