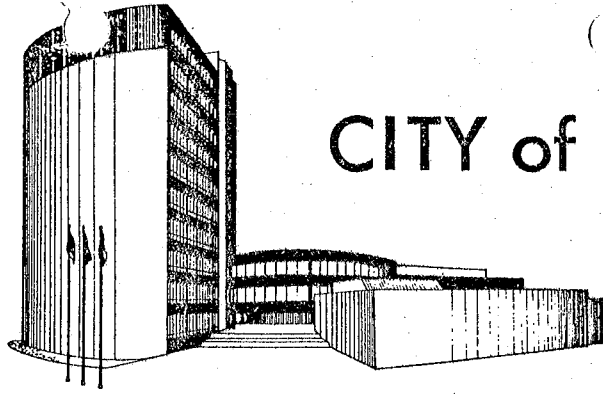


MAYOR BILL BRIARE

COMMISSIONERS
PAUL J. CHRISTENSEN
RON LURIE
MYRON E. LEAVITT
ROY WOOFER

CITY ATTORNEY
MIKE SLOAN, III



CITY of LAS VEGAS

October 7, 1977

Robert Shaw Construction
943 E. Sahara Avenue
Las Vegas, Nevada 89104

Re: Washington Square #3
RELEASE OF SUBDIVISION BOND

The Board of City Commissioners, at a regular meeting held October 5, 1977, APPROVED the recommendation of the Department of Public Services that all off-site improvements for the above-referenced subdivision be accepted as having been completed in accordance with agreements and City standards.

Therefore, all funds remaining in "Washington Square #3 Off-Site Improvement Account" are hereby released.

EDWINA M. COLE, CMC
CITY CLERK

EMC:mpk

cc: Valley Bank of Nevada
Dept. of Financial Management
Dept. of Public Services
Dept. of Community Planning & Development

AGENDA

City of Las Vegas

BOARD OF CITY COMMISSIONERS
COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

Oct. 5, 1977
Page 19

CITY COMMISSION - REGULAR MEETING - MINUTES - OCT 5, 1977

PHONE 386-5811

Commission Action

Department Action

Page 24

IV (f). DEPARTMENT OF PUBLIC SERVICES

WILLIAM J. PURVIS, P.E., ACTING DIRECTOR

*CONSENT AGENDA

All matters listed under Items A, B, C, D, and E are considered to be routine by the City Commission and may be enacted by one motion. However, any item may be discussed if a Commission member or citizen so requests.

*A. APPROVAL OF SUBDIVISION PLAT

It is recommended that the following final plat be approved subject to posting of bond and signing of agreements within thirty days. All engineering designs are being processed.

1. Lewis Homes-Meadow Vista Unit No. 1- Revised. (Lewis Homes of Nevada, Earl Monson, Agent).

Approved
as recommended
Lurie - unanimous

Director
authorized
to proceed

*B. RELEASE OF SUBDIVISION BOND

All offsite improvements on the following subdivision have been completed in accordance with agreements and city standards. All work has been inspected by the Public Works, Fire, Electrical, and Sanitation Departments. It is recommended that the improvements be accepted for this subdivision.

1. Washington Square Unit No. 3. (Robert Shaw Construction Company).

Approved
as recommended
Lurie - unanimous

Same as above

January
Seventh
1964

Mr. Claude T. Lindsay
Mr. Claude T. Lindsay
1439 East Charleston Boulevard
Las Vegas, Nevada

701 Box 11014
San Diego, Calif.

92111

Re: Washington Square #3

Dear Sir:

At the regular meeting of the Board of City Commissioners December 18, 1963, approval was given the final plat of Washington Square #3.

United Pacific Insurance Company Bond #B-418730 in the amount of \$38,848.10 has been received and we are enclosing two executed copies of the Subdivision Agreement, one for your file and one to be delivered to United Pacific Insurance Company.

Yours very truly,

(Mrs.) Juanita A. Frary
City Records Clerk

jaf
enc

cc - Public Works w/copy of Subdivision Agreement
cc - Planning w/copy of Subdivision Agreement

SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this 20th day of December, 1963, by and between CLAYTON T. LILLY, Inc. hereinafter referred to as "Subdivider", Party of the First Part, and the City of Las Vegas, Clark County, Nevada, a Municipal Corporation hereinafter referred to as "City", Party of the Second Part;

WITNESSETH:

(B) THAT WHEREAS, at a meeting held by the City Planning Commission of Las Vegas, Nevada on September 13, 1962, the said Commission conditionally approved a tentative map of the premises known as Lot 1, Block 1, Subdivision 1 located in Clark County, Nevada and recommended its approval by the Board of City Commissioners of Las Vegas, Clark County, Nevada: and

(C) WHEREAS, at a regular meeting held on September 25, 1962, the Board of City Commissioners of said City of Las Vegas approved the tentative map of Lot 1, Block 1, Subdivision 1 subject to the conditions set forth by the City Planning Commission of Las Vegas, Nevada, and

(D) WHEREAS, at a regular meeting held on July 11, 1963, the City Planning Commission of Las Vegas, Nevada, approved the final map for Lot 1, Block 1, Subdivision 1 subject to the construction of certain improvements to be made by the Subdivider and set forth in Ordinance No. 886.

(E) WHEREAS, at a regular meeting to be held on December 18, 1963, the Board of City Commissioners of the said City will be asked to approve said final map subject to the recommendations as set forth by the City Planning Commission of Las Vegas, Nevada.

(F) NOW, THEREFORE, THE PARTIES OF THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable considerations, do hereby agree as follows:

The said Subdivider has submitted plans and agrees to construct at his cost and expense, all improvements shown on plans submitted, and further agrees to install these improvements in strict accordance with Ordinance 621, Ordinance 886, and City of Las Vegas Standard Drawings in effect at the date of signing of this Agreement.

(G) The subdivider agrees to notify the City Engineer of the date and the hour work on any of the following items is expected to begin, notification to be not less than twenty-four (24) hours in advance of the time work is anticipated to start, and if thereafter conditions develop to delay the start of work, the subdivider agrees to notify the City Engineer of the delay not less than two (2) hours before work is scheduled to begin:

Laying of sewer lines;
Backfilling of sewer lines;
Placing concrete for curb, gutter, sidewalk, valley gutters,
storm drain structures, manholes and street lighting
foundations;
Placing of Type I gravel base course;
Placing of Type II gravel base course;
Priming base course;
Placing A.C. surfacing;
Sealing pavements;
Installing street lighting

It is understood and agreed, should the subdivider suspend work on any item longer than overnight (except during Saturdays and Sundays) a new notification shall be made to the City Engineer before work may begin anew on any items requiring inspection.

(H) It is further understood and agreed whenever the City Engineer, or his duly authorized representative, inspects portions of work as mentioned hereinbefore and finds the work performed to be in a satisfactory condition for inclusion in the completed project, the City Engineer, or his duly authorized representative, shall issue a statement of inspection which shall permit the subdivider to perform the next phase of the construction. Ordinarily not less than one continuous block of any one of the items of work mentioned will be approved. It is further agreed that inspection and approval of any item of work shall not forfeit the right of the City to require the correction of faulty workmanship or materials at any time during the course of the work, although previously approved by oversight.

The subdivider further agrees nothing herein shall relieve him of the responsibility for proper construction and maintenance of the work, materials and equipment required under the terms of this Agreement until all work has been completed by him and accepted by the City of Las Vegas.

(I) The subdivider further agrees to provide for the adjustment necessary to all existing utilities because of the work required by this Agreement, without cost to the City.

(J) The subdivider further agrees to furnish to the City Engineer, upon completion of all the improvements within City right of way required hereby, a map which is accurately indicated by lettered dimensions; the location of all manholes, the location, size and depth of all sewer mains, laterals and wyes for the connection of house service lines, and size and depth.

(K) The subdivider further agrees that all improvements shall be made in accordance with the general regulations, specifications and ordinances of the said City of Las Vegas, and that approval of the final subdivision map shall not be made until all street plans and profiles, typical street sections, sewer plans and profiles, electric light layout and architectural arrangements of housing units, and all other such plans and specifications as may be required have been submitted to and approved by the various City Departments concerned.

(L) It is further agreed that the City shall have the right to require the correction by the subdivider at any time before release of the bond required herein, of any item, or items, to be installed under this Agreement which do not conform to City Standards, Specifications or Ordinances, even though the plans for the item in question may have been approved by the City Engineer.

(M) The subdivider further agrees that said improvements shall be started within 30 days from date of the signing of this Agreement and that said improvements shall be completed within 12 months from the date the project is started.

(N) It is further agreed that in the event the subdivider fails to complete said improvements within said period, the City may at its option, proceed to complete said improvements at the expense of the subdivider or under his bond as hereinafter provided for.

(O) The said subdivider further agrees that he will execute a surety and Performance Bond for the full cost of said improvements in favor of the City, conditioned that said subdivider will complete said improvements within said period and further conditioned that said bond shall be used for the payment of the completion of said improvements by the City in case said subdivider does not complete said improvements within the said 12 period and that the City has exercised its option to complete said improvements and further provided that any application for the release of said bond upon the completion of the improvements by the subdivider shall not be granted unless accompanied by a written certificate from the City Engineer, stating that all requirements hereof have been satisfactorily completed in accordance with the terms of this Agreement. Said subdivider further agrees that said bond shall be first submitted to and approved by the City Attorney of the City of Las Vegas.

No certificates of occupancy will be granted to tract houses until such a time that the offsite improvements are completed in accordance with the Standard Drawings for Public Improvements, the Code of Standard Specifications for Public Improvements (Ordinance 621), Ordinance 886, the Subdivision Agreement, the Bond and to the satisfaction of the City Engineer.

(P) Upon the signing of this Agreement by the parties hereto, upon the execution of a Surety and Performance Bond by the subdivider in accordance with the provisions of Ordinance 970, and its acceptance by the City, and upon performance by the subdivider and the City Departments concerned (as provided in Paragraph (H) hereof) the City will, by its proper authorities, accept said final map of the subdivider and do any further or such other acts as may be necessary to approve said final map, as provided by Chapter 249, Laws of Nevada 1941 as amended, and by Ordinance 886 of the City of Las Vegas, Nevada.

(Q) The subdivider further agrees that in addition to the above conditions, any and/or all stipulations and agreements made by it and the Board of City Commissioners and/or City Planning Commission of Las Vegas will be fully performed.

(R) The subdivider shall protect and take care of all work until its completion and final acceptance by the City. During moving in, construction and moving off, the subdivider shall keep the site free and clean from dangerous accumulation of rubbish and debris, and shall maintain sufficient and proper barricades, lights, etc., for the protection of the public. Final acceptance of the work will not be made by the City until the area falling under the Agreement, known as Lot 1, Block 1, Subdivision 1, City of Chicago and adjacent property has been cleared of all rubbish, surplus materials and equipment resulting from the Contractor's operations, to the satisfaction of the City Engineer.

IN WITNESS WHEREOF the parties hereto have set their hands and official seals
on the date first above written.

CLAUDE T. LINDSEY, INC.

By

Don McLane

DON McLANE

VICE-

President

By

Carlyle Davison

CARLYLE DAVISON

ASSISTANT Secretary

CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

By

Clarence K. Chapman

Mayor

ATTEST:

By

Sigrid Dodgson

Ast.

City Clerk

(Corporate Seal)

CORPORATE CERTIFICATE

I, CARLYLE DAVISON, certify that I am the
ASSISTANT SECRETARY of the Corporation named as Subdivider
in the Foregoing Agreement; that DON McLANE who
signed said Agreement on behalf of the Subdivider was then VICE PRESIDENT
of the said Corporation; that said Agreement was duly signed for and in behalf of
said Corporation by authority of its governing body and is within the scope of its
corporate powers.

CLAUDE T. LINDSAY, INC.

ASSISTANT
Secretary

Carlyle Davison
CARLYLE DAVISON

(CORPORATE SEAL)

CALIFORNIA
STATE OF ~~NEVADA~~ }
County of SAN MATEO

On this 26th day of September, 1963, personally appeared _____
before me, RETHA McGRAW, a Notary Public in and for _____
SAN MATEO County, CALIFORNIA, NEVADA, DON McLANE and CARLYLE DAVISON,
known to me to be the VICE PRESIDENT and ASSISTANT SECRETARY of the corporation
that executed the foregoing instrument, and upon oath, did depose that he is
the officer of said corporation as above designated; that he is acquainted with the
seal of said corporation, and that the seal affixed to said instrument is the
corporate seal of said corporation; that the signature (s) to said instrument
were made by officers of said corporation as indicated after said signature (s)
and that the said corporation executed the said instrument freely and voluntarily
and for the uses and purposes therein mentioned.

Retha McGraw

RETHA McGRAW

Notary Public in and for said County
and State

My Commission Expires: MY COMMISSION EXPIRES JULY 16, 1966

(NOTARY SEAL)

NOTARIAL ACKNOWLEDGMENT

STATE OF California
COUNTY OF SAN DIEGO } ss.

On this 21ST day DECEMBER, in the year one thousand nine hundred and 72
before me, MARGARET OUELLETTE, a Notary Public in and for said County and State, personally appeared
JOSEPH GELCHER known to me to be the person whose name is subscribed

to the within instrument as the Attorney-in-fact of the AMERICAN EMPLOYERS' INSURANCE COMPANY and acknowledged
to me that he subscribed the name of the AMERICAN EMPLOYERS' INSURANCE COMPANY thereto as principal, and his
own name as Attorney-in-fact.



MARGARET OUELLETTE
NOTARY PUBLIC
Principal Office, San Diego Co. Calif.
My Commission Expires November 18, 1975

A60815 - Calif.

Margaret Ouellette
Notary Public in and for said County and State
Commission expires:

11-69

NOTARIAL ACKNOWLEDGMENT

STATE OF California
COUNTY OF SAN DIEGO } ss.

On this 21ST day DECEMBER, in the year one thousand nine hundred and 72
before me, MARGARET OUELLETTE, a Notary Public in and for said County and State, personally appeared

JOSEPH GELCHER known to me to be the person whose name is subscribed
to the within instrument as the Attorney-in-fact of the AMERICAN EMPLOYERS' INSURANCE COMPANY and acknowledged
to me that he subscribed the name of the AMERICAN EMPLOYERS' INSURANCE COMPANY thereto as principal, and his
own name as Attorney-in-fact.



MARGARET OUELLETTE
NOTARY PUBLIC
Principal Office, San Diego Co. Calif.
My Commission Expires November 18, 1975

A60815 - Calif.

Margaret Ouellette
Notary Public in and for said County and State
Commission expires:

11-69

Sub 116
Sub 117
MAYOR ORAN K. GRAGSON

COMMISSIONERS

HANK THORNLEY
ALEXANDER COBLENTZ, M.D.
GEORGE E. FRANKLIN, JR.
HAL F. MORELLI

CITY ATTORNEY

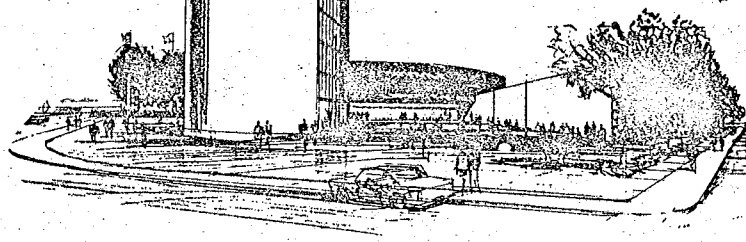
EARL P. GRIPENTROG

CITY MANAGER

A. R. TRELEASE

SUB 4 7
CITY OF

LAS VEGAS



May 10, 1972

RECEIVED
CITY MANAGER

MAY 11 1972

AM 7, 8, 9, 10, 11, 12, 1, 2, 3, 4, 5, 6 PM

Mr. James D. MacConnell
2680 Hanover Street
Palo Alto, California

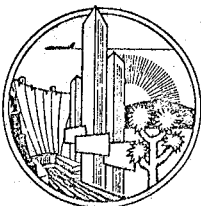
Re: Uncompleted Subdivisions
Washington Square #2
Washington Square #3
Las Vegas, Clark County, Nevada

Dear Mr. MacConnell:

Your letter dated April 27, 1972, directed to R. P. Sauer concerning the contemplated sale of assessment units 1, 3, 4, 5, and 6 has been referred to this office for a reply.

A review of the entire situation concerning captioned subdivisions reflects no construction or improvements have been made thereon since February, 1966. This office has been advised that the execution of documents to effect the reversion of the No. 1 and No. 3 tracts to acreage has not been accomplished to date.

Several questions remain unanswered. The plans of the legal owners concerning Tracts No. 2 and No. 3 are unknown to this office. In the event the sale of the property referred to in your letter of April 27, 1972, is consummated, will any resumption of construction on the tracts be made? It should be noted that over seven years have elapsed since the ownership of Tracts No. 2 and No. 3 reverted to the first trust deed holders. Pursuant to Nevada Revised Statutes (N.R.S.) 116.120, the Las Vegas City Commission may publish notice of its intention to vacate a portion of any plat filed under Chapter 116. In addition, N.R.S. 116.130 allows the Las Vegas City Commission to vacate an unoccupied portion of a plat where said plat has for five years remained unoccupied.

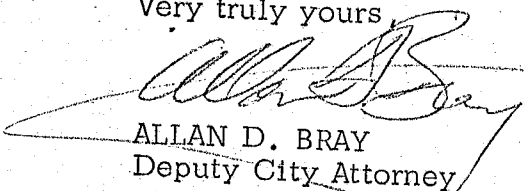


Mr. James D. MacConnell -- Page 2

May 10, 1972

It is clear that the City of Las Vegas can institute proceedings whereby the plats filed in connection with Tracts No. 2 and No. 3 may be vacated. In order to conclude this matter without the necessity of instituting such proceedings, your reply or the reply of BalMac Corporation, San Diego, California, will be appreciated no later than May 31, 1972.

Very truly yours,



ALLAN D. BRAY
Deputy City Attorney

ADB:ep

cc: City Manager ✓
R. P. Sauer
A. Veeder

CITY OF LAS VEGAS

Date

INTER-OFFICE MEMORANDUM

DECEMBER 20, 1963

TO:

CITY CLERK

FROM:

DEPUTY DIRECTOR OF PUBLIC WORKS

SUBJECT:

SUBDIVISION AGREEMENTS AND
SURETY BOND FOR WASHINGTON
SQUARE #3

COPIES TO:

Attached are the original and four (4) copies of the Subdivision Agreement covering improvements to be installed under the Subdivision Ordinance for Washington Square #3 by

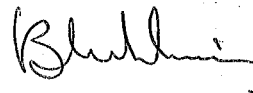
Claude T. Lindsay
Name

1439 East Charleston Boulevard
Address

Also attached is a surety bond in the amount of \$ 38,848.10 to insure the installation of the improvements.

It is requested that the City Attorney check the Bond for approval as to form.

It is requested that the Agreement be signed by the Mayor and that disposition be made by your office.



V. B. Uehling
Deputy Director of Public Works

VBU:mnw

Enclosures

Subdivision Agreements

Surety Bond: United Pacific Insurance Co. Bond No. B418730

Final Map

31,848.10

55.45
(Rev. 7/6/62)

SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this 20th day of December, 1963, by and between CLAUDE T. LINDSAY, INC. hereinafter referred to as "Subdivider", Party of the First Part, and the City of Las Vegas, Clark County, Nevada, a Municipal Corporation hereinafter referred to as "City", Party of the Second Part;

WITNESSETH:

(B) THAT WHEREAS, at a meeting held by the City Planning Commission of Las Vegas, Nevada on September 13, 1962, the said Commission conditionally approved a tentative map of the premises known as WASHINGTON SQUARE #3 located in LAS VEGAS, NEVADA and recommended its approval by the Board of City Commissioners of Las Vegas, Clark County, Nevada: and

(C) WHEREAS, at a regular meeting held on September 26, 1962, the Board of City Commissioners of said City of Las Vegas approved the tentative map of WASHINGTON SQUARE #3 subject to the conditions set forth by the City Planning Commission of Las Vegas, Nevada, and

(D) WHEREAS, at a regular meeting held on July 11, 1963, the City Planning Commission of Las Vegas, Nevada, approved the final map for WASHINGTON SQUARE #3 subject to the construction of certain improvements to be made by the Subdivider and set forth in Ordinance No. 886.

(E) WHEREAS, at a regular meeting to be held on December 18, 1963, the Board of City Commissioners of the said City will be asked to approve said final map subject to the recommendations as set forth by the City Planning Commission of Las Vegas, Nevada.

(F) NOW, THEREFORE, THE PARTIES OF THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable considerations, do hereby agree as follows:

The said Subdivider has submitted plans and agrees to construct at his cost and expense, all improvements shown on plans submitted, and further agrees to install these improvements in strict accordance with Ordinance 621, Ordinance 886, and City of Las Vegas Standard Drawings in effect at the date of signing of this Agreement.

(G) The subdivider agrees to notify the City Engineer of the date and the hour work on any of the following items is expected to begin, notification to be not less than twenty-four (24) hours in advance of the time work is anticipated to start, and if thereafter conditions develop to delay the start of work, the subdivider agrees to notify the City Engineer of the delay not less than two (2) hours before work is scheduled to begin:

Laying of sewer lines;
Backfilling of sewer lines;
Placing concrete for curb, gutter, sidewalk, valley gutters,
storm drain structures, manholes and street lighting
foundations;
Placing of Type I gravel base course;
Placing of Type II gravel base course;
Priming base course;
Placing A.C. surfacing;
Sealing pavements;
Installing street lighting

It is understood and agreed, should the subdivider suspend work on any item longer than overnight (except during Saturdays and Sundays) a new notification shall be made to the City Engineer before work may begin anew on any items requiring inspection.

(H) It is further understood and agreed whenever the City Engineer, or his duly authorized representative, inspects portions of work as mentioned hereinbefore and finds the work performed to be in a satisfactory condition for inclusion in the completed project, the City Engineer, or his duly authorized representative, shall issue a statement of inspection which shall permit the subdivider to perform the next phase of the construction. Ordinarily not less than one continuous block of any one of the items of work mentioned will be approved. It is further agreed that inspection and approval of any item of work shall not forfeit the right of the City to require the correction of faulty workmanship or materials at any time during the course of the work, although previously approved by oversight.

The subdivider further agrees nothing herein shall relieve him of the responsibility for proper construction and maintenance of the work, materials and equipment required under the terms of this Agreement until all work has been completed by him and accepted by the City of Las Vegas.

(I) The subdivider further agrees to provide for the adjustment necessary to all existing utilities because of the work required by this Agreement, without cost to the City.

(J) The subdivider further agrees to furnish to the City Engineer, upon completion of all the improvements within City right of way required hereby, a map which is accurately indicated by lettered dimensions; the location of all manholes, the location, size and depth of all sewer mains, laterals and wyes for the connection of house service lines, and size and depth.

(K) The subdivider further agrees that all improvements shall be made in accordance with the general regulations, specifications and ordinances of the said City of Las Vegas, and that approval of the final subdivision map shall not be made until all street plans and profiles, typical street sections, sewer plans and profiles, electric light layout and architectural arrangements of housing units, and all other such plans and specifications as may be required have been submitted to and approved by the various City Departments concerned.

(L) It is further agreed that the City shall have the right to require the correction by the subdivider at any time before release of the bond required herein, of any item, or items, to be installed under this Agreement which do not conform to City Standards, Specifications or Ordinances, even though the plans for the item in question may have been approved by the City Engineer.

(M) The subdivider further agrees that said improvements shall be started within 30 days from date of the signing of this Agreement and that said improvements shall be completed within 12 months from the date the project is started.

(N) It is further agreed that in the event the subdivider fails to complete said improvements within said period, the City may at its option, proceed to complete said improvements at the expense of the subdivider or under his bond as hereinafter provided for.

(O) The said subdivider further agrees that he will execute a surety and Performance Bond for the full cost of said improvements in favor of the City, conditioned that said subdivider will complete said improvements within said period and further conditioned that said bond shall be used for the payment of the completion of said improvements by the City in case said subdivider does not complete said improvements within the said 12 period and that the City has exercised its option to complete said improvements and further provided that any application for the release of said bond upon the completion of the improvements by the subdivider shall not be granted unless accompanied by a written certificate from the City Engineer, stating that all requirements hereof have been satisfactorily completed in accordance with the terms of this Agreement. Said subdivider further agrees that said bond shall be first submitted to and approved by the City Attorney of the City of Las Vegas.

No certificates of occupancy will be granted to tract houses until such a time that the offsite improvements are completed in accordance with the Standard Drawings for Public Improvements, the Code of Standard Specifications for Public Improvements (Ordinance 621), Ordinance 886, the Subdivision Agreement, the Bond and to the satisfaction of the City Engineer.

(P) Upon the signing of this Agreement by the parties hereto, upon the execution of a Surety and Performance Bond by the subdivider in accordance with the provisions of Ordinance 970, and its acceptance by the City, and upon performance by the subdivider and the City Departments concerned (as provided in Paragraph (H) hereof) the City will, by its proper authorities, accept said final map of the subdivider and do any further or such other acts as may be necessary to approve said final map, as provided by Chapter 249, Laws of Nevada 1941 as amended, and by Ordinance 886 of the City of Las Vegas, Nevada.

(Q) The subdivider further agrees that in addition to the above conditions, any and/or all stipulations and agreements made by it and the Board of City Commissioners and/or City Planning Commission of Las Vegas will be fully performed.

(R) The subdivider shall protect and take care of all work until its completion and final acceptance by the City. During moving in, construction and moving off, the subdivider shall keep the site free and clean from dangerous accumulation of rubbish and debris, and shall maintain sufficient and proper barricades, lights, etc., for the protection of the public. Final acceptance of the work will not be made by the City until the area falling under the Agreement, known as WASHINGTON SQUARE # 3 and adjacent property has been cleared of all rubbish, surplus materials and equipment resulting from the Contractor's operations, to the satisfaction of the City Engineer.

IN WITNESS WHEREOF the parties hereto have set their hands and official seals
on the date first above written.

CLAUDE T. LINDSAY, INC.

By

Don McLane

DON McLANE

VICE President

By

Carlyle Davison

CARLYLE DAVISON

ASSISTANT Secretary

CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

By

Don K. Grogan

Mayor

ATTEST:

By

Leah Dodgson

Asst. City Clerk

(Corporate Seal)

CORPORATE CERTIFICATE

I, CARLYLE DAVISON, certify that I am the
ASSISTANT SECRETARY of the Corporation named as Subdivider
in the Foregoing Agreement; that DON McLANE who
signed said Agreement on behalf of the Subdivider was then VICE PRESIDENT
of the said Corporation; that said Agreement was duly signed for and in behalf of
said Corporation by authority of its governing body and is within the scope of its
corporate powers.

CLAUDE T. LINDSAY, INC.

ASSISTANT
Secretary

Carlyle Davison

CARLYLE DAVISON

(CORPORATE SEAL)

CALIFORNIA
STATE OF ~~NEVADA~~ }
County of SAN MATEO }

On this 26th day of September, 1963, personally appeared _____
before me, RETHA McGRAW, a Notary Public in and for _____
SAN MATEO County, CALIFORNIA, DON McLANE and CARLYLE DAVISON,
known to me to be the VICE PRESIDENT and ASSISTANT SECRETARY of the corporation
that executed the foregoing instrument, and upon oath, did depose that he is
the officer of said corporation as above designated; that he is acquainted with the
seal of said corporation, and that the seal affixed to said instrument is the
corporate seal of said corporation; that the signature (s) to said instrument
were made by officers of said corporation as indicated after said signature (s)
and that the said corporation executed the said instrument freely and voluntarily
and for the uses and purposes therein mentioned.

Retha McGraw RETHA MCGRAW
Notary Public in and for said County
and State

My Commission Expires: 7/16/66

(NOTARY SEAL) MY COMMISSION EXPIRES JULY 16, 1966

SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this 20th day of December, 1963, by and between CLAUDE T. LINDSAY, INC. hereinafter referred to as "Subdivider", Party of the First Part, and the City of Las Vegas, Clark County, Nevada, a Municipal Corporation hereinafter referred to as "City", Party of the Second Part;

WITNESSETH:

(B) THAT WHEREAS, at a meeting held by the City Planning Commission of Las Vegas, Nevada on September 13, 1962, the said Commission conditionally approved a tentative map of the premises known as WASHINGTON SQUARE #3 located in LAS VEGAS, NEVADA and recommended its approval by the Board of City Commissioners of Las Vegas, Clark County, Nevada: and

(C) WHEREAS, at a regular meeting held on September 26, 1962, the Board of City Commissioners of said City of Las Vegas approved the tentative map of WASHINGTON SQUARE #3 subject to the conditions set forth by the City Planning Commission of Las Vegas, Nevada, and

(D) WHEREAS, at a regular meeting held on July 11, 1963, the City Planning Commission of Las Vegas, Nevada, approved the final map for WASHINGTON SQUARE #3 subject to the construction of certain improvements to be made by the Subdivider and set forth in Ordinance No. 886.

(E) WHEREAS, at a regular meeting to be held on December 18, 1963, the Board of City Commissioners of the said City will be asked to approve said final map subject to the recommendations as set forth by the City Planning Commission of Las Vegas, Nevada.

(F) NOW, THEREFORE, THE PARTIES OF THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable considerations, do hereby agree as follows:

The said Subdivider has submitted plans and agrees to construct at his cost and expense, all improvements shown on plans submitted, and further agrees to install these improvements in strict accordance with Ordinance 621, Ordinance 886, and City of Las Vegas Standard Drawings in effect at the date of signing of this Agreement.

(G) The subdivider agrees to notify the City Engineer of the date and the hour work on any of the following items is expected to begin, notification to be not less than twenty-four (24) hours in advance of the time work is anticipated to start, and if thereafter conditions develop to delay the start of work, the subdivider agrees to notify the City Engineer of the delay not less than two (2) hours before work is scheduled to begin:

Laying of sewer lines;
Backfilling of sewer lines;
Placing concrete for curb, gutter, sidewalk, valley gutters,
storm drain structures, manholes and street lighting
foundations;
Placing of Type I gravel base course;
Placing of Type II gravel base course;
Priming base course;
Placing A.C. surfacing;
Sealing pavements;
Installing street lighting

It is understood and agreed, should the subdivider suspend work on any item longer than overnight (except during Saturdays and Sundays) a new notification shall be made to the City Engineer before work may begin anew on any items requiring inspection.

(H) It is further understood and agreed whenever the City Engineer, or his duly authorized representative, inspects portions of work as mentioned hereinbefore and finds the work performed to be in a satisfactory condition for inclusion in the completed project, the City Engineer, or his duly authorized representative, shall issue a statement of inspection which shall permit the subdivider to perform the next phase of the construction. Ordinarily not less than one continuous block of any one of the items of work mentioned will be approved. It is further agreed that inspection and approval of any item of work shall not forfeit the right of the City to require the correction of faulty workmanship or materials at any time during the course of the work, although previously approved by oversight.

The subdivider further agrees nothing herein shall relieve him of the responsibility for proper construction and maintenance of the work, materials and equipment required under the terms of this Agreement until all work has been completed by him and accepted by the City of Las Vegas.

(I) The subdivider further agrees to provide for the adjustment necessary to all existing utilities because of the work required by this Agreement, without cost to the City.

(J) The subdivider further agrees to furnish to the City Engineer, upon completion of all the improvements within City right of way required hereby, a map which is accurately indicated by lettered dimensions; the location of all manholes, the location, size and depth of all sewer mains, laterals and wyes for the connection of house service lines, and size and depth.

(K) The subdivider further agrees that all improvements shall be made in accordance with the general regulations, specifications and ordinances of the said City of Las Vegas, and that approval of the final subdivision map shall not be made until all street plans and profiles, typical street sections, sewer plans and profiles, electric light layout and architectural arrangements of housing units, and all other such plans and specifications as may be required have been submitted to and approved by the various City Departments concerned.

(L) It is further agreed that the City shall have the right to require the correction by the subdivider at any time before release of the bond required herein, of any item, or items, to be installed under this Agreement which do not conform to City Standards, Specifications or Ordinances, even though the plans for the item in question may have been approved by the City Engineer.

(M) The subdivider further agrees that said improvements shall be started within 30 days from date of the signing of this Agreement and that said improvements shall be completed within 12 months from the date the project is started.

(N) It is further agreed that in the event the subdivider fails to complete said improvements within said period, the City may at its option, proceed to complete said improvements at the expense of the subdivider or under his bond as hereinafter provided for.

(O) The said subdivider further agrees that he will execute a surety and Performance Bond for the full cost of said improvements in favor of the City, conditioned that said subdivider will complete said improvements within said period and further conditioned that said bond shall be used for the payment of the completion of said improvements by the City in case said subdivider does not complete said improvements within the said 12 period and that the City has exercised its option to complete said improvements and further provided that any application for the release of said bond upon the completion of the improvements by the subdivider shall not be granted unless accompanied by a written certificate from the City Engineer, stating that all requirements hereof have been satisfactorily completed in accordance with the terms of this Agreement. Said subdivider further agrees that said bond shall be first submitted to and approved by the City Attorney of the City of Las Vegas.

No certificates of occupancy will be granted to tract houses until such a time that the offsite improvements are completed in accordance with the Standard Drawings for Public Improvements, the Code of Standard Specifications for Public Improvements (Ordinance 621), Ordinance 886, the Subdivision Agreement, the Bond and to the satisfaction of the City Engineer.

(P) Upon the signing of this Agreement by the parties hereto, upon the execution of a Surety and Performance Bond by the subdivider in accordance with the provisions of Ordinance 970, and its acceptance by the City, and upon performance by the subdivider and the City Departments concerned (as provided in Paragraph (H) hereof) the City will, by its proper authorities, accept said final map of the subdivider and do any further or such other acts as may be necessary to approve said final map, as provided by Chapter 249, Laws of Nevada 1941 as amended, and by Ordinance 886 of the City of Las Vegas, Nevada.

(Q) The subdivider further agrees that in addition to the above conditions, any and/or all stipulations and agreements made by it and the Board of City Commissioners and/or City Planning Commission of Las Vegas will be fully performed.

(R) The subdivider shall protect and take care of all work until its completion and final acceptance by the City. During moving in, construction and moving off, the subdivider shall keep the site free and clean from dangerous accumulation of rubbish and debris, and shall maintain sufficient and proper barricades, lights, etc., for the protection of the public. Final acceptance of the work will not be made by the City until the area falling under the Agreement, known as WASHINGTON SQUARE # 3 and adjacent property has been cleared of all rubbish, surplus materials and equipment resulting from the Contractor's operations, to the satisfaction of the City Engineer.

IN WITNESS WHEREOF the parties hereto have set their hands and official seals on the date first above written.

CLAUDE T. LINDSAY, INC.

By

Don McLane
DON McLANE VICE President

By

Carlyle Davison
CARLYLE DAVISON ASSISTANT Secretary

CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

By

Dean H. Haggan Mayor

ATTEST:

By

Sigrid Dolgen Asst. City Clerk

(Corporate Seal)

CORPORATE CERTIFICATE

I, CARLYLE DAVISON, certify that I am the
ASSISTANT SECRETARY of the Corporation named as Subdivider
in the Foregoing Agreement; that DON McLANE who
signed said Agreement on behalf of the Subdivider was then VICE PRESIDENT
of the said Corporation; that said Agreement was duly signed for and in behalf of
said Corporation by authority of its governing body and is within the scope of its
corporate powers.

ASSISTANT
Secretary

Carlyle Davison
CARLYLE DAVISON

(CORPORATE SEAL)

STATE OF CALIFORNIA
NEVADA

County of SAN MATEO

On this 26th day of September, 1963, personally appeared _____
before me, RETHA McGRAW, a Notary Public in and for _____
SAN MATEO County, CALIFORNIA, NEVADA, DON McLANE and CARLYLE DAVISON,
known to me to be the VICE PRESIDENT and ASSISTANT SECRETARY of the corporation
that executed the foregoing instrument, and upon oath, did depose that he is
the officer of said corporation as above designated; that he is acquainted with the
seal of said corporation, and that the seal affixed to said instrument is the
corporate seal of said corporation; that the signature (s) to said instrument
were made by officers of said corporation as indicated after said signature (s)
and that the said corporation executed the said instrument freely and voluntarily
and for the uses and purposes therein mentioned.

Retha McGraw

RETHA McGRAW

Notary Public in and for said County
and State

My Commission Expires: MY COMMISSION EXPIRES JULY 16, 1966

(NOTARY SEAL)

STATE OF CALIFORNIA,

County of Alameda } ss. SAN MATEO

On this 26th day of September

in the year one thousand nine hundred and 63,
before me, RETHA MCGRAW, a Notary Public,
State of California, duly commissioned and sworn, personally appeared
DON McLANE
VICE-PRESIDENT

known to me to be the _____
of the corporation described in and that executed the within instrument, and also known to me to be
the person _____ who executed the within instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the same for
CLAUDE T. LINDSAY, INC.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the
County of SAN MATEO the day and year in this certificate
first above written.

Retha McGraw Notary Public, State of California.
RETHA MCGRAW

Cowdery's Form No. 28—(Acknowledgment—Corporation).
(C. C. Secs. 1190-1190.1) (PRINTED 3-13-63) 63397

My Commission Expires 7/16/66
MY COMMISSION EXPIRES MAY 16, 1966

On AUG 27 1963, before me, MARY BLACK

a Notary Public of the State of California, having a principal place of business in San Francisco County, personally appeared
Y. W. Fleming, known to me to be
the person who executed the within instrument as Attorney-in-Fact on behalf of the UNITED PACIFIC INSURANCE COMPANY,
and acknowledged to me that said corporation executed the same.

My Commission Expires November 12, 1964
My Commission Expires _____, 19____. Mary Black Notary Public.
MARY BLACK

STATE OF CALIFORNIA,
County of SAN MATEO } ss.
On this 26th day of September in the year one thousand nine hundred and 72
before me, RETHA MCGRAW
State of California, duly commissioned and sworn, personally appeared DON MCLANE
VICE-PRESIDENT

known to me to be the _____
of the corporation described in and that executed the within instrument, and also known to me to be
the person who executed the within instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the same for
CLAUDET T. LINDSAY, INC.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the
County of SAN MATEO the day and year in this certificate
first above written.

Retha McGraw
Notary Public, State of Calif.

Cowdery's Form No. 28—(Acknowledgment—Corporation).
(C. C. Secs. 1190-1190.1) 63397

My Commission Expires 7/16/1966
MY COMMISSION EXPIRES MAY 16, 1966

On AUG 27 1963, before me, MARY BLACK
a Notary Public of the State of California, having a principal place of business in San Francisco County, personally appeared
Y. T. Fleming
the person who executed the within instrument as Attorney-in-Fact on behalf of the UNITED PACIFIC INSURANCE COMPANY,
and acknowledged to me that said corporation executed the same.

My Commission Expires November 12, 1964, 19____
Mary Black Notary Public

B-2004 SF California - San Francisco Jurat Rev. 11-60

NOTARIAL ACKNOWLEDGMENT

STATE OF California } ss.
COUNTY OF SAN DIEGO

On this 21ST day of DECEMBER, in the year one thousand nine hundred and 72
before me, MARGARET OUELLETTE, a Notary Public in and for said County and State, personally appeared
JOSEPH GELCHER

to the within instrument as the Attorney-in-fact of the AMERICAN EMPLOYERS' INSURANCE COMPANY and acknowledged
to me that he subscribed the name of the AMERICAN EMPLOYERS' INSURANCE COMPANY thereto as principal, and his
own name as Attorney-in-fact.


MARGARET OUELLETTE
NOTARY PUBLIC
Principal Office, San Diego Co. Calif.
My Commission Expires November 18, 1975

Margaret Ouellette
Notary Public in and for said County and State
Commission expires:

March 18, 1977

Robert Shaw Construction
943 E. Sahara Avenue
Las Vegas, Nevada 89104

Re: Washington Square #3
CASH DEPOSIT AGREEMENT

At the regular meeting of the Board of City Commissioners, March 16, 1977, the recommendation of the Department of Public Services for the development of the Washington Square No. 3 Subdivision to be assumed by Robert Shaw Construction was APPROVED.

Valley Bank of Nevada, Cash Deposit Agreement in the amount of \$38,848.10, has been received and we are enclosing two executed copies, one for your files and one to be delivered to Valley Bank of Nevada.

EDWINA M. COLB, CMC
CITY CLERK

By

Betty Jo Winter, CPS
Assistant City Clerk

BJW:mpk

cc: Valley Bank of Nevada
Dept. of Financial Management w/copy of Cash Deposit Agreement
Dept. of Public Services
Dept. of Community Planning & Development

March 18, 1977

Claude T. Lindsay, Inc.
c/o Don McLane
P.O. Box 11014
San Diego, California 92111

Re: Washington Square #3
RELASH OF SUBDIVISION BOND

At the regular meeting of the Board of City Commissioners, March 16, 1977, the recommendation of the Department of Public Services to release the Employers Group of Insurance Company, Bond No. AA-71040-55, inasmuch as Washington Square No. 3 Subdivision is being assumed by Robert Shaw Construction, was APPROVED.

Therefore, all liability under Employers Group of Insurance Company, Bond No. AA-71040-55 is hereby released.

EDWINA M. COLH, CMC
CITY CLERK

By
Betty Jo Winter, CPS
Assistant City Clerk

BJW:mpk
Enclosure

cc: Employers Group of Insurance Company
Dept. of Public Services
Dept. of Community Planning & Development

SUB-417

December 27, 1972

Mr. Claude T. Lindsay
1439 East Charleston Boulevard
Las Vegas, Nevada

Re: Washington Square #3

At a regular meeting held December 27, 1972, the Board of City Commissioners approved the recommendation of the Department of Public Works that Offsite Improvement Bonds posted by Cal-American Communities, Inc. (Carroll Francis) for WASHINGTON SQUARE No. 3, be accepted, and further approved the recommendation of the Department of Public Works that the bonds with CLAUDE T. LINDSAY, INC. under Washington Square #3, be released (United Pacific Ins. Co. Bond No. B-418730)

EDWINA M. COLE
CITY CLERK

BMC:mpk
enclosure

cc: United Pacific Insurance Company
Planning Department
Department of Public Works

August 24, 1965

DIRECTOR OF PUBLIC WORKS

DIRECTOR OF PLANNING

WASHINGTON SQUARE UNIT NO. 3

This is in reference to your letter of April 28, 1965 directed to Mr. Claude T. Lindsay, Inc., relative to Washington Square Unit #3, in which you advised Mr. Lindsay of the procedure for reverting a recorded plat back to acreage.

You have set forth the procedure in your letter; however, you have neglected to advise Mr. Lindsay of the fact that prior to the procedure set forth by you, a Petition will have to be submitted requesting the vacation of the dedicated rights-of-way embraced by the plat. In other words, we cannot proceed with the reversionary plat until the streets have been vacated.

Will you please advise Mr. Lindsay of this additional requirement.

DON J. SAYLOR

~~DJS : mm~~

BCC: City Manager

CITY MANAGER
RECEIVED
CITY MANAGER

AUG 26 1955

7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844,

53A
6

January
Seventh
1964

Mr. Claude T. Lindsay
1439 East Charleston Boulevard
Las Vegas, Nevada

Re: Washington Square #3

Dear Sir:

At the regular meeting of the Board of City Commissioners December 18, 1963, approval was given the final plat of Washington Square #3.

United Pacific Insurance Company Bond #D-418730 in the amount of \$38,848.10 has been received and we are enclosing two executed copies of the Subdivision Agreement, one for your file and one to be delivered to United Pacific Insurance Company.

Yours very truly,

(Mrs.) Juanita A. Frary
City Records Clerk

jaf
enc

cc - Public Works w/copy of Subdivision Agreement
cc - Planning w/copy of Subdivision Agreement

A G R E E M E N T

THIS AGREEMENT, made and entered into this 16th day of March, 1977, by and between Robert Shaw Construction ** (hereinafter referred to as the "Subdivider"), the CITY OF LAS VEGAS, Clark County, Nevada, a municipal corporation (hereinafter referred to as the "City"), and Valley Bank of Nevada (hereinafter referred to as the "Financial Institution");

W I T N E S S E T H:

WHEREAS, the Subdivider has agreed to do and perform certain work, consisting of the construction of off-site improvements in Washington Square #3, including Sewer, Water, Street (Subdivision) Paving with sidewalks, curb, gutter, & lights (General Description of Improvements), in accordance with that certain Subdivision Agreement between the ~~Subdivider~~ Claude T. Lindsay, Inc.** and the City dated the 20th day of December, 1963, a copy of which said Subdivision Agreement is attached hereto, marked Exhibit "A", and by reference made a part hereof; and

WHEREAS, in said Subdivision Agreement, the Subdivider agreed to execute a surety and performance bond in favor of the City, securing to the City the faithful performance of all of the terms and conditions thereof on the Subdivider's part to be performed; and

WHEREAS, the appropriate ordinances of the City provide that, in lieu of said surety and performance bond, Subdivider may make a cash deposit, equal in amount to such surety and performance bond which would otherwise be required, in a local financial institution, provided that a proper agreement is entered into by and between the Subdivider, the City and the Financial Institution; and

WHEREAS, the Subdivider desires to make such cash deposit in lieu of the aforesaid surety and performance bond and the City desires to accept such cash deposit in satisfaction of the Subdivider's obligation to provide such bond;

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**Note: Robert Shaw Construction¹ is successor in title to the property from the original subdivider, Claude T. Lindsay, Inc.

5. It is acknowledged by the Subdivider that the sum provided for in paragraph 1 above is based upon the estimated cost of the improvements called for in said Subdivision Agreement. It is understood and agreed that, in the event the actual cost of said improvements shall exceed such sum, the Subdivider is in no way relieved by this Agreement from the obligation of paying the amount of such excess.

6. Upon final acceptance by the Board of Commissioners of the City of all of the off-site improvements called for in said Subdivision Agreement, this Agreement shall become null and void and of no further force or effect, and all funds remaining in said account shall belong to the Subdivider.

7. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed by their duly authorized representatives, this Agreement in triplicate the day and year first above written.

ROBERT SHAW CONSTRUCTION

By

SUBDIVIDER

ATTEST:

CITY OF LAS VEGAS

Betty J. Winter
Asst. City Clerk
7/75

By

7/75

CITY

William N. Brune
Mayor

ATTEST:

VALLEY BANK OF NEVADA

Belle C. James
Asst. Secretary Belle C. James

By

Senior Vice

President

FINANCIAL INSTITUTION

R. R. Jacobson

ITEM	Commission Action	Department Action
VIII. DEPARTMENT OF PUBLIC WORKS LAURENCE HAMPTON, P.E., DIRECTOR OF PUBLIC WORKS CITY ENGINEER A. SUBDIVISION AGREEMENTS - EXTENSION OF TIME 1. Cal-American Communities, Inc., Don McLane, President requests a six months extension of time for agreements on the subdivisions indicated to cover installation of off-site improvements. Such request is the result of home marketing problems. Extensions of time would be conditioned upon the renewal of bond to cover the improvements. (Third extension. New Completion Date Oct. 2, 1975) 1. Washington Square No. 2 2. Washington Square No. 3 B. RELEASE OF BOND It is recommended that the performance bond posted for improvements at the following sites be released. All work has been completed in accordance with city standards. It is recommended that the work be accepted and the bonds released. 1. Location: 1744 Industrial Road Use: Commercial Store Bldg. Builder: Carson Construction Co. Surety: American Empire Insurance Co. Amount: \$2500.00 Bond No.: 350464 2. Location: Decatur and O'Bannon Use: Grand Central Store Builder: J. A. Tiberti Construction Co. Surety: Fireman's Fund Insurance Co. Amount: \$33,100.00 Bond No.: SC 6264408	Items A, B, C and D approved as recommended F - unanimous	Item A-1 P/W to proceed Item B-1, 2, and 3 Clerk to proceed Item C-1 Clerk and P&C to proceed Item D-1 thru 8 P/W to proceed

ITEM		Commission Action	Department Action
VII. DEPARTMENT OF PUBLIC WORKS LAURENCE HAMPTON, P.E., DIRECTOR OF PUBLIC WORKS CITY ENGINEER			
A. SUBDIVISION AGREEMENTS - EXTENSION OF TIME			
Cal-American Communities, Inc., Don McLane, President requests a six months extension of time for agreements on the subdivisions indicated to cover installation of offsite improvements. Extensions of time would be conditioned upon the renewal of bond to cover the improvements.		Items 1 and 2 Approved as recommended M - unanimous (Commissioner Franklin temporarily absent)	P/W to proceed
1. Washington Square No. 2. 2. Washington Square No. 3.			
(Second extension. New Completion Date: April 2, 1975. Reason: Lack of FHA funding. Subdivisions lie within Noise Zone.)			
B. RELEASE OF CONSTRUCTION CONTRACT			
The following contractor is requesting release of retention and bond following the expiration of the 35-day lien period. All work has been completed in accordance with contract plans and specifications. Subject to no liens filed in the 35-day period it is recommended that the contract bond and retention be released.		Approved M - unanimous (Commissioner Franklin temporarily absent)	Clerk and Div. of P & C to proceed
1. Bid No.: Contractor: For: Notice of Completion: Release Date:		R72.51 Longley Construction Co. Eastern Ave. - Sahara to Charleston, Bid Group IV September 3, 1974 October 8, 1974	

Sub-417

DEPARTMENT OF
 PUBLIC WORKS

ITEM	Commission Action	Department Action
VII. DEPARTMENT OF PUBLIC WORKS V. B. UEHLING, DEPUTY DIRECTOR OF PUBLIC WORKS	Items A and B Approved as recommended M - unanimous	P/W to proceed
A. APPROVAL OF PARCEL MAP It is recommended that the following Parcel Map be approved. Right of way, as indicated, will be acquired with the recording of this map. Improvements required will be obtained at time of building permit application. 1. Isiah Dawson (PM-29-74). Right of way to be acquired: one 15' radius intersection Doolittle Ave. and Lexington St. B. RELEASE OF SUBDIVISION BOND All offsite improvements have been completed in accordance with agreements and city standards. All work has been inspected by the Public Works, Fire, Electrical, and Sanitation Departments. It is recommended that the improvements be accepted for this subdivision. 1. Charleston-Rainbow Unit No. 11-B. (Sproul Homes of Nevada, Inc. R. B. Cline, Pres.)		
C. SUBDIVISION AGREEMENTS - EXTENSION OF TIME Cal-American Communities, Inc., Don McLane, President, requests a six months extension of time for agreements on the subdivisions indicated to cover installation of offsite improvements. Extensions of time would be conditioned upon the renewal of bond to cover the improvements. 1. Washington Square No. 2. 2. Washington Square No. 3. (Second extension. New Completion Date: January 27, 1975, Reasor Lack of FHA funding. Subdivisions 11e within Noise Zone.)	Items 1 and 2 Abeyance (at request of Dept. of P/W)	9/4/74 Agenda

54B-417

Agenda
July 3, 1974
Page 13

DEPARTMENT OF
PUBLIC WORKS
(continued)

ITEM	Commission Action	Department Action
VII. <u>DEPARTMENT OF PUBLIC WORKS (Continued)</u> <u>C. SUBDIVISION AGREEMENTS - EXTENSION OF TIME</u> The following subdividers request a six months extension of time for agreements on the subdivisions indicated to cover installation of offsite improvements. Extensions of time would be conditioned upon the renewal of bond to cover the improvements. 1. Villa Tierra Verde, Unit 1 (Douglas Development Co., Mel Schroeder, Pres.) Second Extension. New Completion Date: December 22, 1974. Home Marketing Problems 2. Washington Square No. 2 (Cal-American Communities, Inc., T. P. Winfield) Second Extension. New Completion Date: January 27, 1975. (FHA funding - Noise Zone. Note: Washington Ave. to be completed.) 3. <u>Washington Square No. 3.</u> (Cal-American Communities, Inc. T. P. Winfield. Second Extension. New Completion Date: January 27, 1975. (FHA funding - Noise Zone) <u>D. RELEASE OF CONSTRUCTION CONTRACT</u> The following contractor is requesting release of retention and bond following the expiration of the 35-day lien period. All work has been completed in accordance with contract plans and specifications. Subject to no liens filed in the 35-day period it is recommended that the contract bond and retention be released. Bid No.: 74.30 Contractor: Southern Nevada Concrete For: Concrete Barrier Curb-Eastern Ave. North of Valley Street Notice of Completion: May 21, 1974 Release Date: June 25, 1974	Item 1 Approved F - unanimous Items 2 and 3 withdrawn by Director of P/W Approved L - unanimous	P/W to proceed Clerk and P & C Div. to proceed

24B-417

ITEM	Commission Action	Department Action
VI. DEPARTMENT OF PUBLIC WORKS RICHARD P. SAUER, P.E., DIRECTOR OF PUBLIC WORKS CITY ENGINEER <u>A. APPROVAL OF PARCEL MAP</u> It is recommended that the following Parcel Map be approved. Rights of Way, as indicated, will be acquired with the recording of this map. Owner will be required to sign a commitment for offsite improvements upon application of building permit. 1. John Robarts, et al Rights of Way: Nellis Blvd. (50'), Las Vegas Wash (150'), <u>B. RELEASE OF SUBDIVISION BONDS</u> All offsite improvements on the following subdivisions have been completed in accordance with agreements and city standards. All work has been inspected by the Public Works, Fire, Electrical, and Sanitation Departments. It is recommended that the improvements be accepted for these subdivisions. 1. Park Bonanza East Unit No. 1 2. Colonia Park No. 1 <u>C. SUBDIVISION AGREEMENTS - EXTENSION OF TIME</u> Cal-American Communities, Inc. has requested a six months extension of time for agreements on the following subdivisions to cover installation of offsite improvements due to delays in construction. The extension of time would be conditioned upon the renewal of bond to cover the improvements with new completion date to be July 27, 1974. 1. Washington Square No. 2. 2. Washington Square No. 3.	Approved as recommended M - unanimous Approved Items 1 and 2 M - unanimous	P/W to proceed Clerk to proceed P/W to proceed

Page 34

Motion carried by the following vote: Commissioners Franklin, Morelli, Coblentz, Thornley and Mayor Gragson voting aye; noes, none.

LIQUOR
Approved

CHANGE OF OWNERSHIP

Commissioner Franklin moved that the following application for change of ownership under an existing Liquor License, be APPROVED, and the Director of License & Revenue authorized to proceed subject to the approvals of the Planning, Building, Fire and Health Departments and final Police Investigation:

HICKORY HOUSE BAR-B-QUE
822 Las Vegas Blvd., So.
RESTAURANT BEVERAGE

From:
Hickory House Bar-B-Que, Inc.
Norton Gilson,
Harold Morelli
Esther Gilson
To:
Katherine/Epifanio Marzan

Motion carried by the following vote: Commissioners Franklin, Coblentz, Thornley and Mayor Gragson voting aye; noes, none. Commissioner Morelli abstained from voting.

PARK BONANZA
EAST No. 2
Final Plat
Approved

APPROVAL OF SUBDIVISION PLAT

Director of Public Works, Richard P. Sauer: It is recommended that the following Final Plat be approved. All engineering designs have been checked and accepted; bond has been posted and agreements signed for this subdivision:

PARK BONANZA EAST No. 2
(PBS Corp., Glen Brengle, Vice President)

Commissioner Franklin moved that the recommendation of the Department of Public Works for acceptance of the Final Plat for PARK BONANZA EAST No. 2, be APPROVED, and Staff authorized to proceed.

Motion carried by the following vote: Commissioners Franklin, Morelli, Coblentz, Thornley and Mayor Gragson voting aye; noes, none.

RELEASE OF
SUBDIVISION
BONDS
Approved

WASHINGTON SQUARE Nos. 2 and 3

Mr. Sauer: Offsite Improvement Bonds have been posted by Cal-American Communities, Inc. (Carroll Francis) for each of the following subdivisions. It is therefore recommended that the bonds with Claude T. Lindsay, Inc. be released (United Pacific Ins. Co. Bonds Nos. B-418729 and B-418730).

Commissioner Coblentz moved that the recommendation of the Department of Public Works that offsite improvement bonds posted by the Claude T. Lindsay, Inc. be released in lieu of bonds posted by Cal-American Communities, Inc. for WASHINGTON SQUARE Nos. 2 and 3, be APPROVED, and Staff authorized to proceed.

Motion carried by the following vote: Commissioners Franklin, Morelli, Coblentz, Thornley and Mayor Gragson voting aye; noes, none.

CONTRACT BOND
FAITHFUL PERFORMANCE

BOND # AA-71040-55
PREMIUM: \$583.00

The EMPLOYERS' GROUP of Insurance Companies

AMERICAN EMPLOYERS' INSURANCE COMPANY
(Name of Insurance Company)

BOSTON, MASSACHUSETTS



Know all Men by these Presents:

That we, CAL-AMERICAN COMMUNITIES OF NEVADA, INC., SAN DIEGO, CALIFORNIA

as Principal, and AMERICAN EMPLOYERS' INSURANCE COMPANY

duly licensed to transact business under the laws of the State of NEVADA, as Surety, are held and firmly bound
unto CITY OF LAS VEGAS OF THE STATE OF NEVADA

as Oblige in the just and full sum of THIRTY EIGHT THOUSAND EIGHT HUNDRED FORTY EIGHT AND 10/100
Dollars, (\$ 38,848.10) lawful money of the United States of America, for the payment whereof well
and truly to be made, said Principal and Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the City Planning Commission of Las Vegas, Nevada on July 11, 1963
approved the final map for Washington Square #3, subject to the construction of
certain improvements to be made by the Subdiver and set forth in Ordinance
No. 886; and

Whereas, Principal, has agreed to construct at its cost and expense, all
improvements shown on plans submitted, and to install those improvements in strict
accordance with Ordinance 621 and 886, and City of Las Vegas Standard Drawings and
in effect at the date of signing of the Agreement.

Now, Therefore, if Principal shall well and truly perform the agreed work in
accordance with Ordinance 621 and 886, and the Standard Drawings for Public
Improvements, and to the satisfaction of the City Engineer; then this obligation to
be null and void; otherwise to remain in full force and effect.

No right of action shall accrue under this bond to or for the use of any person other than the Oblige named
herein.

Signed and sealed this 21ST day of DECEMBER, A. D., 1972.

Witness: _____

CAL-AMERICAN COMMUNITIES OF NEVADA, INC.

(Seal)

BY: _____

(Principal)

AMERICAN EMPLOYERS' INSURANCE COMPANY

P. O. Box 750, San Diego, California, 92112

(NAME OF COMPANY)

By: _____

JOSEPH GELCHER

Attorney-in-Fact.

COUNTERSIGNED FOR NEVADA

RESIDENT AGENT

MARSH & McLENNAN, INC.
OF NEVADA

CONTRACT BOND
FAITHFUL PERFORMANCE

BOND # AA-71040-55
PREMIUM: \$583.00

The EMPLOYERS' GROUP of Insurance Companies

AMERICAN EMPLOYERS' INSURANCE COMPANY

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WHEREAS, the City Planning Commission of Las Vegas, Nevada on July 11, 1963 approved the final map for Washington Square #3, subject to the construction of certain improvements to be made by the Subdiver and set forth in Ordinance No. 886; and

Whereas, Principal, has agreed to construct at its cost and expense, all improvements shown on plans submitted, and to install those improvements in strict accordance with Ordinance 621 and 886, and City of Las Vegas Standard Drawings and in effect at the date of signing of the Agreement.

Now, Therefore, if Principal shall well and truly perform the agreed work in accordance with Ordinance 621 and 886, and the Standard Drawings for Public Improvements, and to the satisfaction of the City Engineer; then this obligation to be null and void; otherwise to remain in full force and effect.

No right of action shall accrue under this bond to or for the use of any person other than the Oblige named herein.

Signed and sealed this 21ST day of DECEMBER, A. D., 1972.

Witness:

CAL-AMERICAN COMMUNITIES OF NEVADA, INC.

(Seal)

BY:

AMERICAN EMPLOYERS' INSURANCE COMPANY

P. O. Box 750, San Diego, California, 92112

(NAME OF COMPANY)

By

JOSEPH GELCHER

Attorney-in-Fact.

COUNTERSIGNED FOR NEVADA

RESIDENT AGENT

MARSH & McLENNAN, INC.
OF NEVADA

CONTRACT BOND
FAITHFUL PERFORMANCE

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Dollars, (\$ 38,848.10) lawful money of the United States of America, for the payment whereof well
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improvements shown on plans submitted, and to install those improvements in strict
accordance with Ordinance 621 and 886, and City of Las Vegas Standard Drawings and
in effect at the date of signing of the Agreement.

Now, Therefore, if Principal shall well and truly perform the agreed work in
accordance with Ordinance 621 and 886, and the Standard Drawings for Public
Improvements, and to the satisfaction of the City Engineer; then this obligation to
be null and void; otherwise to remain in full force and effect.

No right of action shall accrue under this bond to or for the use of any person other than the Oblige named
herein.

Signed and sealed this 21ST day of DECEMBER, A.D. 1972

Witness:

CAL-AMERICAN COMMUNITIES OF NEVADA, INC.

(Seal)

BY:

AMERICAN EMPLOYERS' INSURANCE COMPANY

COUNTERSIGNED FOR NEVADA

RESIDENT AGENT

MARSH & McLENNAN, INC.
OF NEVADA

P. O. Box 750, San Diego, California, 92112

By: JOSEPH GELCHER

Attorney-in-Fact

"BE IT FURTHER RESOLVED that the Director of Parks and the Superintendent of Recreation and the advisory personnel thereof may cause an immediate suspension upon the occurrence of any violation of the foregoing rules and regulations, provided, however, that a written report shall be made forthwith and a copy thereof furnished to the City Manager and the Recreation Advisory Board. In the event a suspended person deems himself aggrieved, he or she may be heard within a reasonable time before the Recreation Advisory Board, who shall make a recommendation concerning such disciplinary action to the Board of City Commissioners.

"BE IT FURTHER RESOLVED that a copy of these Rules and Regulations shall be posted in each recreation hall within the City of Las Vegas and in other appropriate locations.

"BE IT FURTHER RESOLVED that these rules and regulations may be amended or extended by additional rules at any time upon good cause shown.

"PASSED, ADOPTED and APPROVED this 4th day of May, 1966."

Commissioner Whipple: I don't think any of our parks should be closed to any citizens when a group wants to drink liquor.

Commissioner Mirabelli moved that the foregoing Resolution be ADOPTED.

Motion seconded by Commissioner Stewart and carried by the following vote: Commissioners Whipple, Mirabelli, Stewart and Mayor Gragson voting aye; noes, none.

Z-4-66 and Z-71-64 1:

An ordinance entitled: "AN ORDINANCE TO AMEND TITLE XI, CHAPTER 1, SECTION 3 OF THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1960 EDITION, BY AMENDING THE LAND USE PLAN MAP ADOPTED BY THE CITY OF LAS VEGAS, AND CHANGING THE ZONING DESIGNATION OF SAID MAP" was read by title by City Attorney Sidney R. Whitmore, who stated it could be referred to Committee.

Mayor Gragson appointed Commissioners Stewart and Mirabelli as the Committee for Recommendation on Ordinance No. 934-90.

From: CITY OF LAS VEGAS
To: CLAUDE T. LINDSAY, INC.

The City Attorney reported that several years ago the City acquired from Claude T. Lindsay, Inc., Lot 3 of Block 2 in the Washington Square subdivision for use as a temporary access, with the understanding it would be deeded back to them when no longer required for this purpose. Therefore this would be in order with the City's original intention.

ORDINANCE
No. 934-90
Adopted

QUITCLAIM DEED
Approved

Commissioner Stewart moved that the recommendation of the City Attorney to Quitclaim Lot 3, Block 2, Washington Square, to Claude T. Lindsay, Inc., be APPROVED and the City Attorney authorized to proceed.

Motion seconded by Commissioner Whipple and carried by the following vote: Commissioners Whipple, Mirabelli, Stewart and Mayor Gragson voting aye; noes, none.

EMERGENCY
ORDINANCE No. 1247
Adopted

An ordinance entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE OF INTERIM WARRANTS FOR LAS VEGAS, NEVADA, SPECIAL ASSESSMENT DISTRICT No. 471; PRESCRIBING THE FORM OF SAID WARRANTS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL THEREOF AND INTEREST THEREON; PRESCRIBING DETAILS IN CONNECTION THEREWITH AND DECLARING AN EMERGENCY" was read by title by the City Attorney who stated it could be adopted.

Commissioner Stewart moved the foregoing entitled Ordinance No. 1247 be ADOPTED.

Motion seconded by Commissioner Mirabelli and carried by the following vote: Commissioners Mirabelli, Stewart and Mayor Gragson voting aye; noes, none. Commissioner Whipple passed his vote.

EMERGENCY
ORDINANCE No. 1248
Adopted

An ordinance entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE OF INTERIM WARRANTS FOR LAS VEGAS, NEVADA, SPECIAL ASSESSMENT DISTRICT No. 448, PRESCRIBING THE FORM OF SAID WARRANTS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL THEREOF AND INTEREST THEREON; PRESCRIBING DETAILS IN CONNECTION THEREWITH AND DECLARING AN EMERGENCY" was read by title by the City Attorney who stated it could be adopted.

Commissioner Stewart moved the foregoing entitled Ordinance No. 1247 be ADOPTED.

Motion seconded by Commissioner Mirabelli and carried by the following vote: Commissioners Mirabelli, Stewart and Mayor Gragson voting aye; noes, none. Commissioner Whipple passed his vote.

ORDINANCE No 1227
Abeyance

AMENDING ORDINANCE ON SALE OF BANKRUPT GOODS

ORDINANCE No. 1235
Abeyance

LIMITATION OF SPORTS BOOKS

ORDINANCE No. 1236
Abeyance

ADOPTING 1964 EDITION - UNIFORM PLUMBING CODE

At the hour of 12:10 a.m., Commissioner Fountain was excused from the meeting.

RELEASE OF BONDS
AND FINAL PAYMENT

Approved

In accordance with the recommendation of the Director of Public Works who stated that all work had been satisfactorily completed and accepted, Commissioner Whipple moved that the following bonds be released and final payments made:

1. Release of payment and performance bond of the Pennsylvania Insurance Co., M. Moore Insurance Agency, 3549 Industrial Road, Las Vegas, for services performed by Goto's Sprinkler & Landscaping Co. on the installation of sprinkler system revisions at Municipal Ball Park under Contract No. CLV-104, Bid No. 64.5, and final payment made in the amount of \$976.42.
2. Release of payment and performance bond of the Pennsylvania Insurance Co., M. Moore Insurance Agency, 3549 Industrial Road, Las Vegas, for services performed by Goto's Sprinkler & Landscaping Co. on the installation of a sprinkler system at the Municipal Rose Garden under Contract No. CLV-105, Bid No. 64.6, and final payment made in the amount of \$199.75.

Motion seconded by Commissioner Levy and carried by the following vote: Commissioners Mirabelli, Levy, Whipple and Mayor Gragson voting aye; noes, none.

FINAL PLATS

Approved

In accordance with the recommendation of the Director of Public Works who stated that all the engineering designs had been checked and accepted, fees paid and agreements signed, Commissioner Whipple moved that the following final plats be APPROVED:

1. College Park No. 29
2. Rancho Park South
3. Washington Square No. 2 Amended
4. Washington Square No. 3 Amended

Motion seconded by Commissioner Levy and carried by the following vote: Commissioners Mirabelli, Levy, Whipple and Mayor Gragson voting aye; noes, none.

RIGHT-OF-WAY
ITEMS

Approved

In accordance with the recommendation of the Director of Public Works, Commissioner Whipple moved that the following item be APPROVED:

Authorization for City Attorney to proceed on condemnation of Lots 3 and 4, Block 25, H.F.M. & M. Addition, property needed for Owens and Harrison one-way street system;

and further moved that the following Quit Claim Deed be ACCEPTED and a Resolution of Acceptance ADOPTED:

From: Bernice Wilson and Bessie Journey
To: City of Las Vegas
For: Southerly 10 feet of Lot 24, Block 11, amended plat of Metropolitan Addition for Sahara Avenue.

EXECUTED IN SIX COUNTERPARTS

Premium: \$582.72



UNITED PACIFIC Insurance Company

HOME OFFICE - TACOMA, WASHINGTON
FIDELITY AND SURETY DEPARTMENT

Bond No. B-418730

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, CLAUDE T. LINDSAY, INC.

MENLO PARK, CALIFORNIA

, as Principal(s),
and UNITED PACIFIC INSURANCE COMPANY, a corporation organized under the laws of the State of Wash-
ington, and authorized to transact surety business in the State of Nevada,
as Surety, are held and firmly bound unto City of Las Vegas of the State of Nevada

_____ in the sum of
THIRTY-EIGHT THOUSAND EIGHT HUNDRED FORTY-EIGHT
AND 10/100THS (\$ 38,848.10) DOLLARS,
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind our-
selves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the City Planning Commission of Las Vegas, Nevada on July 11, 1963
approved the final map for Washington Square #3, subject to the construction of
certain improvements to be made by the Subdivider and set forth in Ordinance
No. 886; and

Whereas, Principal, has agreed to construct at its cost and expense, all
improvements shown on plans submitted, and to install those improvements in strict
accordance with Ordinance 621 and 886, and City of Las Vegas Standard Drawings and
in effect at the date of signing of the Agreement.

Now, Therefore, if Principal shall well and truly perform the agreed work in
accordance with Ordinance 621 and 886, and the Standard Drawings for Public
Improvements, and to the satisfaction of the City Engineer; then this obligation
to be null and void; otherwise to remain in full force and effect.

COUNTERSIGNED BY RESIDENT
AGENT STATE OF NEVADA

A. K. Prater
Las Vegas, Nevada

Dated this 27th day of August, 19 63

CLAUDE T. LINDSAY, INC.

By: Don McLane
PRINCIPAL DON McLANE
VICE-PRESIDENT

UNITED PACIFIC INSURANCE COMPANY

By: Y. T. Fleming
Y. T. FLEMING ATTORNEY-IN-FACT

LIQUOR - GAMING -
RETAIL TOBACCO
LICENSES - CHANGE OF
OWNERSHIP

Approved

5417
Commissioner Levy moved that the following application for change of ownership of existing Liquor, Gaming, and Retail Tobacco Licenses be APPROVED and the Supervisor of License and Revenue authorized to make the appropriate changes:

NEW PIONEER, INC.
DBA

FAMOUS PIONEER CLUB
25 Fremont Street

Norbert Jansen - 50% stockholder

Wayne D. Tingley - 50% stockholder

Albert B. Parvin, Corp.
officer only

Motion seconded by Commissioner Fountain and carried by the following vote: Commissioners Mirabelli, Levy, Fountain, Whipple, and Mayor Gragson voting aye; noes, none.

RELEASE OF SUB-
DIVISION BONDS

Approved

In accordance with the recommendation of the Director of Public Works, who stated that all improvements had been installed in accordance with subdivision agreements and City standards, Commissioner Mirabelli moved that the work be accepted and the subdivision bonds released on the following subdivisions:

1. Charleston Heights #29-A
2. Charleston Heights #50
3. Charleston Heights #45-A

Motion seconded by Commissioner Whipple and carried by the following vote: Commissioners Mirabelli, Levy, Fountain, Whipple, and Mayor Gragson voting aye; noes, none.

RELEASE OF CON-
TRACT BONDS AND
FINAL PAYMENT

Approved

In accordance with the recommendation of the Director of Public Works, who stated that all contract work had been satisfactorily completed, Commissioner Mirabelli moved that bonds of the Travelers Indemnity Co., 3600 Wilshire Boulevard, Los Angeles, California for services performed by Wells Cargo under Contract #111D.52, Bid #61.24, for improvements under Assessment District 100-57, be RELEASED; and that final payment in the amount of \$737.40 be APPROVED.

Motion seconded by Commissioner Levy and carried by the following vote: Commissioners Mirabelli, Levy, Fountain, Whipple, and Mayor Gragson voting aye; noes, none.

FINAL PLATS

Approved

In accordance with the recommendation of the Director of Public Works, who stated that all engineering designs had been checked and accepted, fees paid and agreements signed, Commissioner Whipple moved that the following final plats be APPROVED:

1. Charleston Heights #50-B
2. Washington Square #3

Motion seconded by Commissioner Mirabelli and carried by the following vote: Commissioners Mirabelli, Levy, Fountain, Whipple, and Mayor Gragson voting aye; noes, none.

EXECUTED IN SIX COUNTERSPARTS

Premium: \$582.72



UNITED PACIFIC Insurance Company

HOME OFFICE - TACOMA, WASHINGTON
FIDELITY AND SURETY DEPARTMENT

Bond No. 2-418730

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, CLAUDE T. LINDSAY, INC.

MEMLO PARK, CALIFORNIA

, as Principal(s),
and UNITED PACIFIC INSURANCE COMPANY, a corporation organized under the laws of the State of Wash-
ington, and authorized to transact surety business in the State of Nevada,
as Surety, are held and firmly bound unto City of Las Vegas of the State of Nevada

, in the sum of
~~THIRTY-EIGHT THOUSAND EIGHT HUNDRED FORTY-EIGHT~~
~~AND 10/100THS~~ (\$ 38,848.10) DOLLARS,
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind our-
selves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the City Planning Commission of Las Vegas, Nevada on July 11, 1963
approved the final map for Washington Square #3, subject to the construction of
certain improvements to be made by the Subdivider and set forth in Ordinance
No. 886; and

Whereas, Principal, has agreed to construct at its cost and expense, all
improvements shown on plans submitted, and to install those improvements in strict
accordance with Ordinance 621 and 886, and City of Las Vegas Standard Drawings and
in effect at the date of signing of the Agreement.

Now, Therefore, if Principal shall well and truly perform the agreed work in
accordance with Ordinance 621 and 886, and the Standard Drawings for Public
Improvements, and to the satisfaction of the City Engineer; then this obligation
to be null and void; otherwise to remain in full force and effect.

COUNTERSIGNED BY RESIDENT
AGENT STATE OF NEVADA

[Signature]
A. K. Prater
Las Vegas, Nevada

Dated this 27th day of August, 1963

CLAUDE T. LINDSAY, INC.

By: [Signature]
PRINCIPAL DON McLAME
VICE-PRESIDENT

UNITED PACIFIC INSURANCE COMPANY

By: [Signature]
Y. T. FLEMING ATTORNEY-IN-FACT

Commissioner Mirabelli moved that the following application for a new Liquor License be APPROVED, effective October 8, 1963, and the Superintendent of License and Revenue authorized to issue:

EL MOROCCO CLUB
1332 North "E" Street
TAVERN

Q. B. Bush

Motion seconded by Commissioner Levy and carried by the following vote: Commissioners Mirabelli, Levy, Fountain, Whipple, and Mayor Gragson voting aye; noes, none.

AUCTIONEER ORDINANCE

Discussion
only

Mr. Wes Durston requested an amendment to the Auctioneer Ordinance in order that he might be permitted to employ persons to conduct an auction sale which he had scheduled for October 8, 1963, stating that it was a physical impossibility for one person to call an auction which might last for 6 or 7 hours.

Superintendent of License and Revenue, Jean Dutton, explained that the ordinance requires a 1-year residence in the City in order to obtain an Auctioneer License; that the auctioneer who gets the license must conduct the auction and do the calling; that there are four persons presently licensed as auctioneers in the City or who have bonds on file, have undergone Police investigation and who could get an Auctioneer License, and who would be available for Mr. Durston to employ for his sale.

It was brought out that the purpose of the ordinance was to prevent merchandise from being brought in from out of state specifically for auction in this City; that the present ordinance was adopted at the request of a number of local businessmen; that prior to the present ordinance, auctions, particularly in the jewelry line, had gotten out of hand; and that the ordinance should not be amended in favor of one type of business and discriminating against another.

It was further pointed out by the City Attorney that even if the Commission should so desire, time would not permit an ordinance amendment prior to Mr. Durston's sale on October 8th.

RELEASE OF SUBDIVISION BOND

Approved

In accordance with the recommendation of the Director of Public Works, who stated that all improvements had been installed in accordance with subdivision agreement and City standards, Commissioner Whipple moved that work be accepted and subdivision bond be released on Greater Las Vegas #3, Unit 3.

Motion seconded by Commissioner Levy and carried by the following vote: Commissioners Mirabelli, Levy, Fountain, Whipple, and Mayor Gragson voting aye; noes, none.

Commissioner Mirabelli was temporarily excused from the meeting.

FINAL PLATS

Approved

In accordance with the recommendation of the Director of Public Works, who stated all engineering designs had been checked and accepted, fees paid and agreements signed, Commissioner Whipple moved that the following final plats be APPROVED:

1. Washington Square #2
2. Washington Square #3.

Motion seconded by Commissioner Levy and carried by the following vote: Commissioners Levy, Fountain, Whipple, and Mayor Gragson voting aye; noes, none.

QUITCLAIM DEEDS

Approved

Commissioner Levy moved the following Quitclaim Deeds be APPROVED and that a Resolution of Acceptance on Item #1 be adopted:

1. From: King J. & Marjorie E. Moore
To: City of Las Vegas
For: South 8 feet of Lot 32, Block 4, Mayfair Tract #2 Amended, for alley realignment.
2. From: City of Las Vegas
To: King J. & Marjorie E. Moore
For: South 8 feet of north 20 feet of Lot 16, Block 4, Mayfair Tract #2 Amended. Same as Item #1 above under provisions of Sec. 268.060 N.R.S.

Motion seconded by Commissioner Whipple and carried by the following vote: Commissioners Levy, Fountain, Whipple, and Mayor Gragson voting aye; noes, none.

Commissioner Mirabelli returned to the meeting.

RIGHT-OF-WAY ITEM

Approved

Director of Public Works, Richard P. Sauer, requested permission to proceed with condemnation in the event the City's offer to purchase property needed for right-of-way to provide a right turn on Rancho Drive south of West Charleston Blvd. is not accepted by Chesney Carver and Matilda Edmonds, the Carver property being appraised at \$6,100 and the Edmonds property being appraised at \$1,100. Mr. Sauer stated that there was a third parcel involved which was owned by A. J. and Dorothy Thomas and appraised at \$45 and that Mr. and Mrs. Thomas were willing to give this property to the City providing the City would put in 120 feet of curb and gutter on Rancho Drive at a cost of approximately \$200, and it was Mr. Sauer's recommendation that this proposal by Mr. and Mrs. Thomas be accepted inasmuch as the cost of condemnation would amount to more than the \$200.00.

Commissioner Levy moved the request of the Director of Public Works to proceed with condemnation proceedings on the Carver and Edmonds properties, and the proposal by Mr. and Mrs. Thomas as outlined by the Director of Public Works, be APPROVED.

Motion seconded by Commissioner Fountain and carried by the following vote: Commissioners Mirabelli, Levy, Fountain, Whipple, and Mayor Gragson voting aye; noes, none.