

June
Eleventh
1964

First Western Savings & Loan Association
1200 East Charleston Boulevard
Las Vegas, Nevada

Re: Westwood Village #3, Unit #1

Gentlemen:

At the regular meeting of the Board of City Commissioners May 6, 1964, approval was given the final plat of Westwood Village #2, Unit #1.

A Cash Deposit Agreement dated May 4, 1964 establishing a separate account in the amount of \$68,684.39 designated as the "Westwood Village #3 Off-Site Improvement Account" has been received and we are enclosing an executed copy of the Cash Deposit Agreement and the Subdivision Agreement for your file.

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
cc - Finance w/copy of Cash Deposit Agreement
cc - First Western Savings & Loan Assoc.

January 16, 1964

First Western Savings and Loan Association
Land Development Division
1223 E. Charleston Boulevard
Las Vegas, Nevada

Attention: Mr. Franklin J. Bills

Gentlemen:

TENTATIVE MAP OF WESTWOOD VILLAGE NO. 3

At their regular meeting on January 15, 1964, the Board of City Commissioners APPROVED the Tentative Map of Westwood Village No. 3, subject to the following condition:

1. That there be a dedicated surfaced right-of-way to Oakey Boulevard and within the subdivision to contain the sanitary sewers servicing this development.

Very truly yours,

Vyrna M. Loparco/vml

Assistant City Clerk

cc - Planning Department

cc - Public Works Department

E. TENTATIVE MAP OF WESTWOOD VILLAGE NO. 3

Submitted by FIRST WESTERN SAVINGS AND LOAN ASSOCIATION, comprising of approximately 25 acres generally located between Campbell and Cahlan Drives, approximately 700 feet north of Sahara Avenue.

Planning Commission recommends approval subject to the following conditions:

- (1) That there be a dedicated surfaced right-of-way to Oakley Boulevard and within the subdivision to contain the sanitary sewers servicing this development.

First Western —
Attn Mr Franklin / Bills
Land Development Division
1223 E Charleston

5424

CITY OF LAS VEGAS

Date

INTER-OFFICE MEMORANDUM

May 8, 1964

TO:

CITY CLERK

FROM:

DEPUTY DIRECTOR OF PUBLIC WORKS

SUBJECT:

Subdivision Agreement and Cash Deposit Agreement for Unit No. 1 of Westwood Village Subdivision No. 3

COPIES TO:

A. K. Veeder

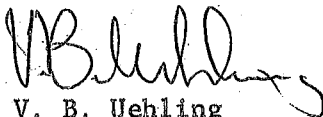
Attached are the original and four (4) copies of the Subdivision Agreement covering improvements to be installed under the Subdivision Ordinance for Westwood Village Subdivision No. 3, Unit No. 1 by First Western Savings & Loan Assoc., 1200 E. Charleston Blvd., Las Vegas, Nev.

Name	Address
------	---------

Also attached is a Cash Deposit Agreement in the amount of \$68,684.39 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

VB:sr

Subdivision Agreements signed by E. J. Hellmer and G. Olson

Enclosures Cash Deposit Agreements (First Western Savings & Loan Assoc.)
Final Map

SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this 4th day of May, 19 64, by and between FIRST WESTERN SAVINGS & LOAN ASSOC., A NEVADA CORPORATION 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 Jan. 9, 19 64, the said Commission conditionally approved a tentative map of the premises known as WESTWOOD VILLAGE NO. 3 located in LAS VEGAS, NEV. 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 Jan. 15, 19 64, the Board of City Commissioners of said City of Las Vegas approved the tentative map of WESTWOOD VILLAGE NO. 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 Mar. 2, 19 64, the City Planning Commission of Las Vegas, Nevada, approved the final map for UNIT NO. 1 of WESTWOOD VILLAGE SUBDIVISION NO. 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 May 6th, 19 64, 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 ordinance 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 twelve 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 twelve month 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.

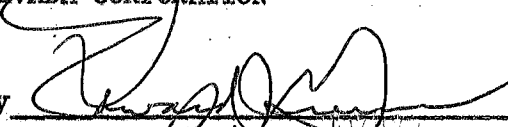
(P) Upon the signing of this Agreement by the parties hereto, upon the execution of a Surety and Performance Bond by the subdivider in accordance with the provisions of Ordinance 970, and its acceptance by the City, and upon performance by the subdivider and the City Departments concerned (as provided 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, and 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 UNIT NO. 1 of WESTWOOD VILLAGE SUBDIVISION NO. 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
of the date first above written

FIRST WESTERN SAVINGS & LOAN ASSOCIATION,
A NEVADA CORPORATION

By 

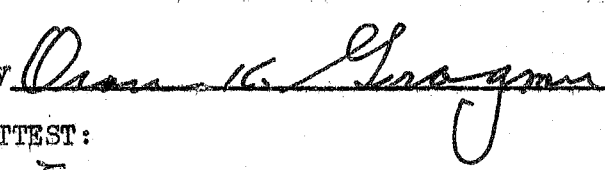
President

By 

Assistant Secretary

(Corporate Seal)

CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

By 

Mayor

ATTEST:

By 

City Clerk

CORPORATE CERTIFICATE

I, R. G. Olson, certify that I am the
Assistant Secretary of the Corporation named as Subdivider
in the Foregoing Agreement; that Edward J. Hellmer who
signed said Agreement on behalf of the Subdivider was then 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.

R. G. Olson
Assistant Secretary

(CORPORATE SEAL)

STATE OF NEVADA }
COUNTY OF Clark }

On this 4th day of May, 1964, personally appeared _____
before me, the undersigned, a Notary Public in and for _____
Clark County, Nevada, Edward J. Hellmer and R. G. Olson,
known to me to be the 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.

Lucy Deaner
Notary Public in and for said County
and State

My Commission Expires: Oct 29, 1966

(NOTARY SEAL)

SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this 4th day of May, 1964, by and between FIRST WESTERN SAVINGS & LOAN ASSN., A NEVADA CORPORATION 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 Jan. 5, 1964, the said Commission conditionally approved a tentative map of the premises known as WESTWOOD VILLAGE NO. 3 located in LAS VEGAS, NEV. 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 Jan. 15, 1964, the Board of City Commissioners of said City of Las Vegas approved the tentative map of WESTWOOD VILLAGE NO. 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 Mar. 2, 1964, the City Planning Commission of Las Vegas, Nevada, approved the final map for UNIT NO. 1 of WESTWOOD VILLAGE SUBDIVISION NO. 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 May 6th, 1964, 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 ordinance 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 twelve 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 twelve month 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.

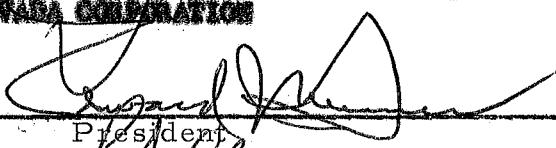
(P) Upon the signing of this Agreement by the parties hereto, upon the execution of a Surety and Performance Bond by the subdivider in accordance with the provisions of Ordinance 970, and its acceptance by the City, and upon performance by the subdivider and the City Departments concerned (as provided 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, and 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 Unit No. 1 of Westwood Village Subdivision No. 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
of the date first above written

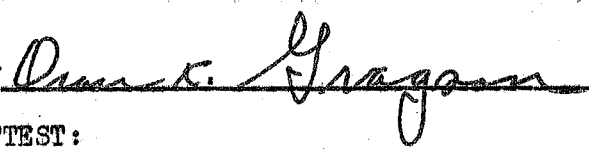
**FIRST WESTERN SAVINGS & LOAN ASSOCIATION,
A NEVADA CORPORATION**

By 
President

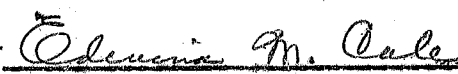
By 
Assistant Secretary

(Corporate Seal)

CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

By  Mayor

ATTEST:

By  City Clerk

CORPORATE CERTIFICATE

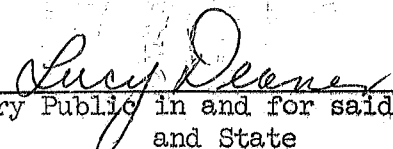
I, R. G. Olson, certify that I am the
Assistant Secretary of the Corporation named as Subdivider
in the Foregoing Agreement; that Edward J. Hellmer who
signed said Agreement on behalf of the Subdivider was then President
of the said Corporation; that said Agreement was duly signed for and in behalf of
said Corporation by authority of its governing body and is within the scope of its
corporate powers.


Assistant Secretary

(CORPORATE SEAL)

STATE OF NEVADA }
COUNTY OF Clark }

On this 4th day of May, 1964, personally appeared _____
before me, the undersigned, a Notary Public in and for _____
Clark County, Nevada, Edward J. Hellmer and R. G. Olson,
known to me to be the 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 pursoses therein mentioned.


Notary Public in and for said County
and State

My Commission Expires: Oct 29, 1966

(NOTARY SEAL)

SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this 4th day of May, 1964, by and between FIRST WESTERN SAVINGS & LOAN ASSOC., A NEVADA CORPORATION 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 Jan. 9, 1964, the said Commission conditionally approved a tentative map of the premises known as WESTWOOD VILLAGE NO. 3 located in LAS VEGAS, NEV. 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 Jan. 13, 1964, the Board of City Commissioners of said City of Las Vegas approved the tentative map of WESTWOOD VILLAGE NO. 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 Mar. 2, 1964, the City Planning Commission of Las Vegas, Nevada, approved the final map for UNIT NO. 1 of WESTWOOD VILLAGE SUBDIVISION NO. 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 May 6th, 1964, 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 ordinance 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 twelve 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 twelve month 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.

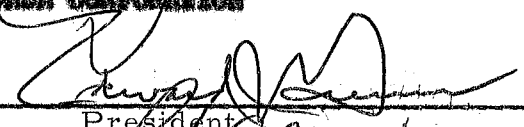
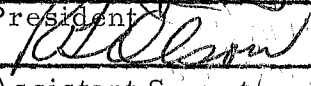
(P) Upon the signing of this Agreement by the parties hereto, upon the execution of a Surety and Performance Bond by the subdivider in accordance with the provisions of Ordinance 970, and its acceptance by the City, and upon performance by the subdivider and the City Departments concerned (as provided 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, and 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.

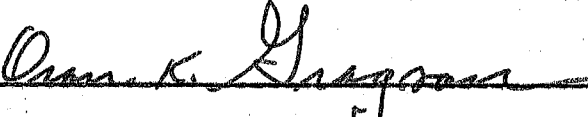
(R) The subdivider shall protect and take care of all work until its completion and final acceptance by the City. During moving in, construction and moving off, the subdivider shall keep the site free and clean from dangerous accumulation of rubbish and debris, and shall maintain sufficient and proper 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 UNIT NO. 1 of WESTWOOD VILLAGE SUBDIVISION NO. 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
of the date first above written

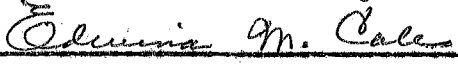
**FIRST WESTERN SAVINGS & LOAN ASSOCIATION,
A NEVADA CORPORATION**

By 
President
By 
Assistant Secretary

CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

By  Mayor

ATTEST:

By  City Clerk

(Corporate Seal)

CORPORATE CERTIFICATE

I, R. G. Olson, certify that I am the
Assistant Secretary of the Corporation named as Subdivider
in the Foregoing Agreement; that Edward J. Hellmer who
signed said Agreement on behalf of the Subdivider was then 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.

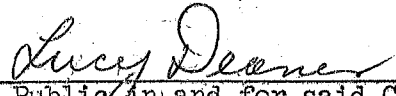

Assistant Secretary

(CORPORATE SEAL)

STATE OF NEVADA }

COUNTY OF Clark }

On this 4th day of May, 1964, personally appeared _____
before me, the undersigned _____, a Notary Public in and for _____
Clark County, Nevada, Edward J. Hellmer and R. G. Olson,
known to me to be the 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.


Notary Public in and for said County
and State

My Commission Expires: Oct 29, 1966

(NOTARY SEAL)

A G R E E M E N T

THIS AGREEMENT, made and entered into this 4th day of May, 19 64, by and between First Western Savings & Loan Ass'n. (hereinafter referred to as the "Subdivider"), the CITY OF LAS VEGAS, Clark County, Nevada, a municipal corporation (hereinafter referred to as the "City"), and First Western Savings and Loan Association (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 Unit One of Westwood Village No. 3, including street, sewers (Subdivision) water, street lights, in accordance with (General Description of Improvements), that certain Subdivision Agreement between the Subdivider and the City dated the 4th day of May, 19 64, 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:

1.

1. The Subdivider hereby represents that it has heretofore established with the Financial Institution a separate account, designated "Unit One of Westwood Village No. 3 Off-Site Improvement (Subdivision) Sixty Eight Thousand, Six Hundred Account", and has deposited therein the sum of Eighty Four 39/100 Dollars (\$ 68,684.39) as security for the faithful performance of all of the terms and conditions of the aforesaid Subdivision Agreement on the Subdivider's part to be performed, said sum to be received, held and disbursed by the Financial Institution in accordance with the terms of this Agreement. By its execution hereof, the Financial Institution hereby verifies that said account has been established and that the aforesaid sum has been deposited therein.

2. Funds deposited in said account may be withdrawn only upon drafts or requests for withdrawal signed jointly by the Treasurer of the City of Las Vegas and by some person designated by the Subdivider.

3. It is contemplated that progress payments may be made to the Subdivider from time to time out of said account as the work on said improvements progresses, and the Treasurer of the City of Las Vegas, upon written notice from the City Engineer stating the percentage of the work completed and the amount to be paid therefor, shall sign a draft on said account or a request for the withdrawal of funds therefrom in the amount stated in such notice from the City Engineer, provided, however, that there shall at all times be a twenty-five per cent (25%) retention on said funds in said account until all of the off-site improvements called for in said Subdivision Agreement have been completed and accepted by the City.

4. In the event said off-site improvements are not completed to the satisfaction of the City within the time prescribed in said Subdivision Agreement and the City desires to exercise its option to complete said improvements, the City shall serve upon the Subdivider and upon the Financial Institution written notice of such default and exercise of such option, and thereafter drafts on said account or requests for the withdrawal of funds therefrom shall be valid and binding and shall be honored by the Financial Institution upon the sole signature of the Treasurer of the City of Las Vegas.

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.

First Western Savings & Loan Ass'n.
By *Harold D. Wells*
Manager, Land Development Division
SUBDIVIDER
(Corporate Seal)

CITY OF LAS VEGAS

ATTEST:

Edwina M. Celen
Oran K. Gragson
City Clerk

By *Oran K. Gragson*
ORAN K. GRAGSON, Mayor
CITY

ATTEST:

Billson
Assist. Secretary

By *Edward K. Gragson*
President

FINANCIAL INSTITUTION

(Corporate Seal)

5424

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 release of bonds and final payments be APPROVED for the following:

1. Release of payment and performance bond by the Central Surety & Insurance Corp. for services performed by Reynolds Electrical and Engineering Co., Inc., 1801 Western Ave., Las Vegas, on the construction of S.A.D. #416, Unit #10, under Contract #111D.57, Bid #62.30; final payment of \$695.44.
2. Release of payment and performance bond by the General Insurance Co. of America for services performed by Charles J. Dorfman, 124 North La Brea Avenue, Los Angeles, Calif., on the construction of the Tonopah Highway Interceptor Sewer under Contract #CLV-101, Bid #64.2; final payment of \$1,511.99.
3. Release of payment and performance bond by the United Pacific Insurance Co. for services performed by Jack Schofield Construction Co., Inc., 3432 Paradise Road, Las Vegas, on the construction of the alterations to the Mayor's Office, under Contract #511H.66, Bid #63.37; final payment of \$789.20.

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
SUBDIVISION BONDS

Approved

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

1. Parade of Homes No. 2
2. College Heights No. 2
3. Northridge Unit No. 1-A - release of \$2,500 cash deposit.

Motion seconded by Commissioner Whipple 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 the engineering designs had been checked and accepted, fees paid, and agreements signed, Commissioner Whipple moved that the following final plats be APPROVED:

1. Charleston Estates No. 6-A
2. Unit 1 of Westwood Village Subdivision No. 3
3. Fairacres Tract, Unit No. 2

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

TENTATIVE MAP -
TWIN LAKES RANCHOS

Approved subject
to conditions
listed

TENTATIVE MAP OF TWIN LAKES RANCHOS submitted by Leonard P. Barnette and N. A. Jacobson, comprising approximately 40 acres (106 lots) generally located on the northeast corner of Peak Drive and Michael Way. (See legal description on file with City Clerk.)

In accordance with the recommendation of the Director of Planning and the Planning Commission, Commissioner Fountain moved that the tentative map of Twin Lakes Ranchos be APPROVED subject to the following conditions:

1. That before occupancy, paved access be provided to the Tonopah Highway.
2. That the alignment of Peak Drive east of Michael Way be designed to meet the alignment west of Michael Way.
3. Approval of Z-161-63, application of Development Enterprises of Nevada for reclassification of this property from R-E to R-D.

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

TENTATIVE MAP -
WESTWOOD VILLAGE
No. 3

Approved subject
to condition listed

TENTATIVE MAP OF WESTWOOD VILLAGE NO. 3 submitted by First Western Savings and Loan Association, comprising approximately 25 acres generally located between Campbell and Cahlan Drives approximately 700 feet north of Sahara Ave. (See legal description on file with City Clerk.)

In accordance with the recommendation of the Director of Planning and the Planning Commission, Commissioner Mirabelli moved that the tentative map of Westwood Village No. 3 be APPROVED subject to the following condition:

1. That there be a dedicated surfaced right-of-way to Oakey Blvd. and within the subdivision to contain the sanitary sewers servicing this development.

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

ZONE CHANGE
Z-154-63

Denied

ZONE CHANGE - Z-154-63 - APPLICATION OF DENNIS G. CAMPTON, M. D., for the reclassification of property generally located on the northwest corner of Cashman Drive and West Charleston Blvd. (see legal description on file with City Clerk), from R-E to PR.

Director of Planning, Donald J. Saylor, stated that there were a total of 16 property owners protesting this application and the Planning Commission recommended denial.

Commissioner Fountain moved that the application of Dennis G. Campton, M. D., (Z-154-63) for reclassification of property generally located on the northwest corner of Cashman Drive and W. Charleston Blvd., from R-E to PR, be DENIED.