

State of NEVADA }
County of WASHOE } ss:

On APRIL 29, 1983
therein, duly commissioned and sworn, personally appeared

, before me, a Notary Public in and for said County and State, residing

LINDA L. DORF

known to me to be Attorney-in-Fact of THE AMERICAN INSURANCE COMPANY
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed
the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

MEREDITH OHLSON

Notary Public - State of Nevada

Appointment Recorded in Washoe County

MY APPOINTMENT EXPIRES APRIL 6, 1986

My Commission Expires



Meredith Ohlson
Notary Public

360212-6-66

AGENDA

City of Las Vegas

February 19, 1986

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 32

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

*C. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

1. Valley West VIII - Unit 1 (Bailey & McGah)

Property generally located south of Charles
ton Boulevard, west of Durango Drive,
R-1 Zone.

No. of Lots: 63 No. of Acres: 15.7

Lurie -
APPROVED Items A.1,
B.1, B.2, B.3, C.1,
C.2, C.3, C.4, D.1,
& D.2 as recommended.
Motion carried with
Bunker excused and
Levy abstaining on
Item D.1.

Staff to proceed

2. Rainbow Meadows (Steven S. Miller Construc-
tion)

Property generally located on the southwest
corner of Vegas Drive and Tenaya Way,
R-CL Zone.

No. of Lots: 75 No. of Acres: 15.05

SEE ABOVE

SEE ABOVE

3. Redrock Springs Condominiums (Diversified
Development Co.)

Property generally located south of Washing-
ton Avenue, east of Rock Springs Drive,
R-PD11 Zone.

No. of Units: 28 No. of Acres: 2.48

SEE ABOVE

SEE ABOVE

4. Grant Estates (Loyal E. & Lora H. Crownover)

Property generally located on the northwest
corner of Cory Place and Mohawk Street,
R-CL Zone.

No. of Units: 12 No. of Acres: 2.51

SEE ABOVE

SEE ABOVE

APPROVED AGENDA ITEM

Larry R. Barton

To: The City Council
Re: Community Planning and Development Agenda Item
February 19, 1986 City Council Agenda

*C. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

1. Valley West VIII - Unit 1
2. Rainbow Meadows
3. Redrock Springs Condominiums
4. Grant Estates

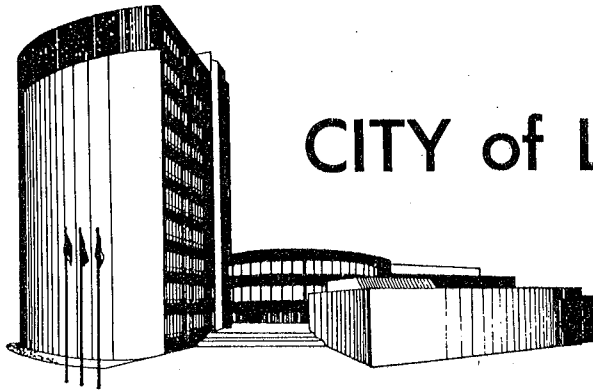
All offsite improvements for these subdivisions have been completed in accordance with the agreements and all City requirements. The improvements can be accepted subject to completion of the improvements correction list.

Staff Recommendation: APPROVAL - subject to completion of the improvements correction list

MAYOR RON LURIE

COUNCILMEN
BOB NOLEN
W. WAYNE BUNKER
STEVE MILLER
ARNIE ADAMSEN

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

September 25, 1987

Bailey & McGah
P.O. Box 19102
Las Vegas, Nevada 89119

Re: Valley West VIII, Unit I
RELEASE OF SUBDIVISION
SUBSTITUTE BOND

Gentlemen:

The City Council at a regular meeting held May 4, 1983, approved the recommendation of the Department of Engineering Services to accept a Substitute Bond to guarantee the installation of A.C. paving on Merialdo Land and sidewalk adjacent to the temporary pump station. On September 22, 1987, the Department of Public Works, accepted these items as having been completed to the satisfaction of the department.

Therefore, all liability of American Insurance Co, under Substitute Bond #SC6397511", is hereby released.

Sincerely,

KATHLEEN M. TIGHE
CITY CLERK

By


Sandra R. LeBoeuf
Chief Deputy City Clerk

KMT:SRL:mpk
Encl.

cc: The American Insurance Company
Dept. of Public Works/Land Development



CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

10321
Date

15-38
September 22, 1987

TO: CITY CLERK	FROM: LAND DEVELOPMENT SERVICES DEPARTMENT OF PUBLIC WORKS
SUBJECT: RELEASE OF SUBDIVISION BOND "VALLEY WEST VIII - UNIT 1"	COPIES TO: RON JONES File

On May 4, 1983 the City Council accepted a Substitute Bond (#SC6397511 from the American Insurance Company in the amount of \$8,778.83) to guarantee the installation of A.C. paving on Merialdo Lane and sidewalk adjacent to the temporary pump station. Please be notified that these items have now been completed to the satisfaction of the Department of Public Works.

It is recommended that the Substitute Bond be released to the subdivider.



CHARLES TURK

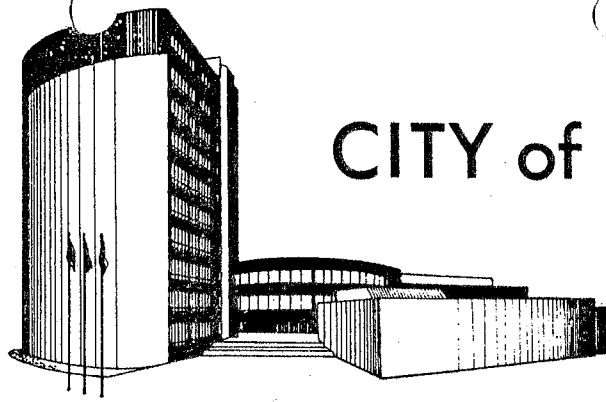
CT:bc

RECEIVED
SEP 24 10 22 AM '87
CITY CLERK

MAYOR BILL BRIARE
COMMISSIONERS
RON LURIE
PAUL J. CHRISTENSEN
AL LEVY
WILLIAM U. PEARSON

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
RUSSELL W. DORN



CITY of LAS VEGAS

May 10, 1983

Bailey & McGah
P.O. Box 19102
Las Vegas, Nevada 89119

Re: Valley West VIII Unit I
SUBSTITUTION OF SUBDIVISION BOND

Gentlemen:

The Board of City Commissioners at a regular meeting held May 4, 1983, APPROVED the recommendation of the Department of Engineering Services on the above-referenced subdivision to accept a substitute Bond No. SC6397511 from The American Insurance Company in the amount of \$8,778.83, to guarantee installation of A.C. paving on Merialdo Lane, sidewalk adjacent to the temporary pump station, and minor corrections throughout the tract.

Therefore, all liability of The American Insurance Company under Bond No. SC6363741, is hereby released.

Sincerely,

CAROL ANN HAWLEY
CITY CLERK

Linda M. Owens

By

Linda M. Owens
Acting City Clerk

CAH:LMO:MPK

cc: The American Insurance Company
Dept. of Engineering Services



CITY OF LAS VEGAS

Date

INTER-OFFICE MEMORANDUM

May 4, 1983

TO:

CITY CLERK

FROM:

CITY ENGINEER

SUBJECT:

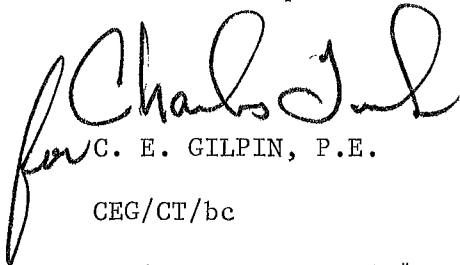
SUBSTITUTE BOND FOR
VALLEY WEST VIII - UNIT I

COPIES TO:

FILE

Attached is a Surety Bond in the amount of \$8,778.83 to be used as a substitute bond for Valley West VIII - Unit I by Bailey & McGah, A Nevada Partnership, P. O. Box 19102, Las Vegas, Nevada 89119.

It is requested that the City Attorney check the bond for approval as to form and that disposition be made by your office.


for C. E. GILPIN, P.E.

CEG/CT/bc

Encl. Surety Bond #SC 6397511

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its principal office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

-----LINDA L. DORF-----

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY now in full force and effect.

"Article VIII, Appointment and Authority Assistant secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30, Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31, Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President,

and its corporate seal to be hereunto affixed this 26th day of May 19 81.



THE AMERICAN INSURANCE COMPANY

By William W. Lauber
Vice-President

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

} ss.

On this 26th day of May, 19 81, before me personally came William W. Lauber to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Susie K. Gilbert
Notary Public

CERTIFICATE

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

} ss.

I, the undersigned, Resident Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco. Dated the 29TH day of APRIL, 19 83.



R. J. Snyder
Resident Assistant Secretary

AGENDASUB 103 - *City of Las Vegas*

0050

May 4, 1983

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BOARD OF CITY COMMISSIONERS
COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

IV (i). DEPARTMENT OF ENGINEERING SERVICES
(Continued)*C. SUBSTITUTION OF SUBDIVISION BOND

1. The developers of Valley West VIII, Unit 1 (Bailey & McGah - property generally located south of Charleston Blvd., west of Durango Dr., No. of lots: 63, No. of acres: 15.7, Zoned R-1) propose to post a substitute bond in the amount of \$8778.83 to guarantee installation of A.C. paving on Merialdo Lane, sidewalk adjacent to the temporary pump station, and minor corrections throughout the tract. It is recommended that the initial bond in the amount of \$272,084.00 with American Insurance Company be released in favor of the substitute bond.

Lurie -
APPROVED Items A,
B, C, D and E as
recommended by
Staff.
Unanimous
(Levy excused)

Clerk to notify &
Staff to proceed.

*D. RELEASE OF CONTRACT RETENTION

All work has been completed in accordance with contract plans and specifications and the work has been inspected.

1. Bid No.: 83.3550.10
Contractor: Wells Cargo, Inc.
For: Maryland Parkway
Construction

Notice of
Completion: April 11, 1983
Release Date: May 16, 1983

APPROVED
See Above

Clerk to notify &
Staff to proceed.

2. Bid No.: 83.3550.6
Contractor: Max Riggs Construc-
tion Company, Inc.
For: Washington Ave.
Channel

Notice of
Completion: April 11, 1983
Release Date: May 16, 1983

APPROVED
See Above

Clerk to notify &
Staff to proceed.

APPROVED AGENDA ITEM

AGENDA

CITY COMMISSION MINUTES - DECEMBER 1, 1982

City of Las Vegas

Dec. 1, 1982

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BOARD OF CITY COMMISSIONERS
COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

IV (h). DEPARTMENT OF PUBLIC SERVICESDONALD E. DONOVAN, P.E., DIRECTOR*CONSENT AGENDA

All matters listed under Items A, B, and C, recommended for approval by the staff, 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 MAPS

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

1. Sweetwater Canyon #1. (Park Management & Development - property generally located on the north side of Vegas Drive, east of Lorenzi Blvd., No. of lots: 48, No. of acres: 3.1, Zoned RPD-14)

Lurie -
APPROVED
Items A, B, & C
as recommended.
Unanimous

Staff to proceed

2. Northwind. (Dr. Robert Basinger - property generally located on the south side of Owens Ave., west of Nellis Blvd., No. of lots: 8, No. of acres: 1.75, Zoned R-3)

APPROVED
See Above

Staff to proceed

3. Bedford Village #2. (R. A. Homes, Inc. - property generally located on the east side of Sandhill Rd., south of Stewart Ave., No. of lots: 45, No. of acres: 5.2, Zoned R-CL)

APPROVED
See Above

Staff to proceed

4. A Reversionary Map of Block 5, Valley West VIII-Unit 1. (Bailey & McGah - property generally located on the south-west corner of Merialdo Lane and Isola Drive, No. of lots: 1, No. of acres: 1.15, Zoned R-1)

APPROVED
See Above

Staff to proceed

5. Rosewood Estates Unit 2. (Chism Homes - property generally located south of Alexander Rd., east of Lorenzi Blvd., No. of lots: 76, No. of acres: 13.4, Zoned R-CL)

APPROVED
See Above

Staff to proceed

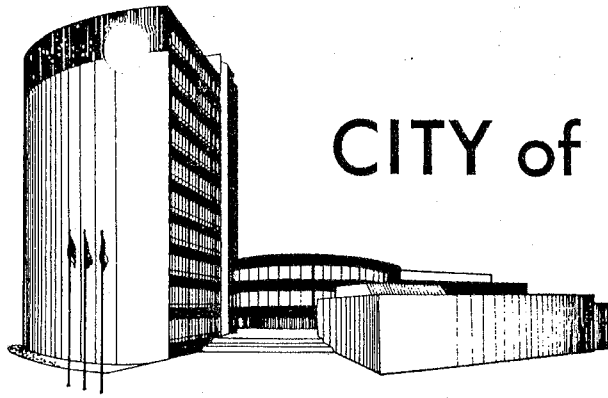
APPROVED AGENDA ITEM

MAYOR BILL BRIARE

COMMISSIONERS
RON LURIE
PAUL J. CHRISTENSEN
ROY WOOFER
AL LEVY

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
RUSSELL DORN



CITY of LAS VEGAS

April 19, 1982

Bailey & McGah
P.O. Box 19102
Las Vegas, Nevada 89119

Re: Valley West 8 Unit 1
SUBDIVISION BOND AGREEMENTS &
SURETY BOND

Gentlemen:

The Board of City Commissioners at a regular meeting held March 17, 1982, APPROVED the final map of Valley West 8 Unit 1.

We have received from The American Insurance Co. a Surety Bond #SC 6363741, in the amount of \$272,084.00. Two executed copies of the Subdivision Agreement are enclosed: one for your files, and one to be delivered to The American Insurance Company.

Sincerely,

CAROL ANN HAWLEY
CITY CLERK

CAH:mpk

Encl.

cc: The American Insurance Company
Dept. of Public Services w/copy of Subdivision



INTER-OFFICE MEMORANDUM

Date

APRIL 9, 1982

TO:

CITY CLERK

FROM:

CITY ENGINEER

SUBJECT:

SUBDIVISION AGREEMENT AND BOND FOR

COPIES TO:

Attached is the original Subdivision Agreement covering improvements to be installed under the Subdivision Ordinance for _____

Valley West 8 - Unit 1 _____

by

Bailey & McGah, a general partnership _____

Name

P. O. Box 19102 Las Vegas, Nevada 89119 _____

Address

Also attached is a Surety Bond in the amount of \$ 272,084.00 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.

It is further requested that the original agreement be kept on file in your office with copies distributed as needed.

RECEIVED

APR 13 1982

CITY ATTORNEYS OFFICE

for C. E. Gilpin
City Engineer

CEG:CT:nm
Enclosures

Subdivision Agreements signed by James W. Hibbitts
Surety Bond # SC636741

PARTNERSHIP CERTIFICATE

I, JAMES W. HIBBETTS certify that I am
(a ~~Partner~~ ^{XXXXXX} the Agent) of the Partnership named as Subdivider in the fore-
going Agreement; that JAMES W. HIBBETTS who
signed said Agreement on behalf of the Subdivider was then (a ~~Partner~~ ^{XXXXXX} the Agent)
of the said Partnership; that said Agreement was duly signed for and in behalf
of said Partnership by authority of its governing body.

(Partner)

James W. Hibbetts

(Partner, Agent)

JAMES W. HIBBETTS
Attorney-in-Fact

STATE OF NEVADA)
COUNTY OF CLARK) ss.

On this 11th day of March, 1982, before me
personally appeared JAMES W. HIBBETTS

known to me and known by me to be the person who executed the above instru-
ment, who, being by me first duly sworn, did depose and say that he is a
Agent
~~general partner~~ ^{XXXXXXXXXXXX} in the firm of Bailey & McGah

that said firm consists of himself and Wesley Bailey and Ed McGah.

; and that he executed
the foregoing instrument on behalf of said firm for the uses and purposes
stated herein.

Ramona D. Lesley
Notary Public in and for the
County of Clark
State of Nevada

My Commission Expires:

(NOTARIAL SEAL)



Notary Public-State of Nevada
CLARK COUNTY
Ramona D. Lesley
My Appointment Expires Jan. 4, 1985

GENERAL
POWER OF
ATTORNEY

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its principal office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

-----LINDA L. DORF-----

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY now in full force and effect.

"Article VIII, Appointment and Authority Assistant secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30, Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31, Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President,

and its corporate seal to be hereunto affixed this 26th day of May 19 81.



THE AMERICAN INSURANCE COMPANY

By

William W. Lauber

Vice-President

STATE OF CALIFORNIA,

} ss.

CITY AND COUNTY OF SAN FRANCISCO

On this 26th day of May, 19 81, before me personally came William W. Lauber, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Susie K. Gilbert

Notary Public

CERTIFICATE

STATE OF CALIFORNIA,

} ss.

CITY AND COUNTY OF SAN FRANCISCO

I, the undersigned, Resident Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco. Dated the 6TH day of APRIL, 19 82.



R. J. Snyder
Resident Assistant Secretary

PARTNERSHIP CERTIFICATE

I, JAMES W. HIBBETTS certify that I am
(~~a Partner~~, the Agent) of the Partnership named as Subdivider in the fore-
going Agreement; that JAMES W. HIBBETTS who
signed said Agreement on behalf of the Subdivider was then (~~a Partner~~, the Agent)
of the said Partnership; that said Agreement was duly signed for and in behalf
of said Partnership by authority of its governing body.

(Partner)

(Partner, Agent)

JAMES W. HIBBETTS
Attorney-in-Fact

STATE OF NEVADA)
COUNTY OF CLARK) ss.

On this 11th day of March, 1982, before me
personally appeared JAMES W. HIBBETTS

known to me and known by me to be the person who executed the above instru-
ment, who, being by me first duly sworn, did depose and say that he is a
Agent
~~general partner~~ in the firm of Bailey & McGah

that said firm consists of himself and Wesley Bailey and Ed McGah.

; and that he executed
the foregoing instrument on behalf of said firm for the uses and purposes
stated herein.

Ramona D. Lesley
Notary Public in and for the
County of Clark
State of Nevada



Notary Public - State of Nevada
CLARK COUNTY
Ramona D. Lesley
My Appointment Expires Jan. 4, 1985

(NOTARIAL SEAL)

My Commission Expires:

SUB-1032

0048

AGENDA*City of Las Vegas*

March 17, 1982

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

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PHONE 386-6011

ITEM

Commission Action

Department Action

IV (h). DEPARTMENT OF PUBLIC SERVICESDONALD E. DONOVAN, P.E., DIRECTOR*CONSENT AGENDA

All matters listed under Items A and B, recommended for approval by the staff, 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 MAPS

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

1. Rosewood Estates Unit 1. (Chism Homes - property generally located south of Alexander Road, east of the Rainbow Expressway, No. of lots: 78, No. of acres: 14.13, Zones RPD-6)

Lurie -
APPROVED Items 1
thru 4.
Unanimous

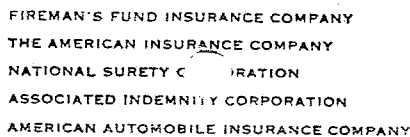
Staff to proceed

2. Valley West 8, Unit 1. (Bailey & McGah - property generally located south of Charleston Blvd., east of Odette Lane, No. of lots: 63, No. of acres: 15.70, Zoned R-1)

3. Bonita Terrace (a condominium) (Brookman Construction - property generally located on the west side of Paradise Road, north of Sahara Ave., No. of lots: 2, No. of acres: 0.8, Zoned R-4)

4. The Village at Washington. (Nevada Escrow Services - property generally located north of Washington Ave., west of Lamb Blvd., No. of lots: 54, No. of acres: 11.31, Zoned R-3)

APPROVED AGENDA ITEM



SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, BAILEY AND MCGAH, A NEVADA PARTNERSHIP
_____, as Principal and THE AMERICAN INSURANCE COMPANY
_____, a corporation organized under the laws of the State
of NEW JERSEY and duly authorized under the laws of
the State of Nevada to become sole surety on bonds and undertakings,
as Surety are held and firmly bound unto the CITY OF LAS VEGAS,
NEVADA _____ in the full and just sum of EIGHT
THOUSAND SEVEN HUNDRED SEVENTY-EIGHT AND 83/100THS-----
----- (\$ 8,778.83-----) DOLLARS, lawful money of the United
States of America, to be paid and truly to be made, we bind ourselves,
our heirs, executors, successors, and assigns, jointly and severally,
firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, said Principal is desirous of making the following improvements to wit: COMPLETE GRAVEL PAVING AND SIDEWALK AT VALLEY WEST VIII, UNIT I, CITY OF LAS VEGAS, NEVADA.

WHEREAS, the said Obligee requires that a performance bond be furnished guaranteeing the completion of the improvements as recited above.

NOW, THEREFORE, if the said Principal shall well and truly perform the work above specified, then the obligation shall be null and void; otherwise to remain in full force and effect.

SIGNED AND SEALED this 29TH day of APRIL, 19 83.

BAILEY AND MC GAH, A NEVADA PARTNERSHIP
PRINCIPAL

By

Attorney-in-Fact

THE AMERICAN INSURANCE COMPANY
SURETY

By

LINDA L. DORF

ATTORNEY IN FACT

COUNTERSIGNED BY:

NEVADA RESIDENT AGENT

JAMES D. ELLETT - JAMES D. ELLETT INSURANCE

SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this 17th day of March, 1982, by and between Bailey & McGah, P. O. Box 19102 Las Las Vegas, Nevada 89119 hereinafter referred to as "Subdivider", and the City of Las Vegas, Clark County, Nevada, a municipal corporation, hereinafter referred to as "City".

WITNESSETH:

(B) THAT, WHEREAS, at a meeting held by the City Planning Commission of Las Vegas, Nevada, on May 26th, 1981, the said Commission conditionally approved a tentative map of the premises known as Valley West 8 located in Las Vegas and recommended its approval by the Board of City Commissioners of Las Vegas, Clark County, Nevada; and

(C) WHEREAS, at the regular meeting held on June 17th, 1981, the Board of City Commissioners of said City of Las Vegas approved the tentative map of Valley West 8, subject to certain conditions, and

(D) WHEREAS, at a regular meeting held on June 6th, 1981, the City Planning Commission of Las Vegas, Nevada, approved the final map for Valley West 8 - Unit 1, subject to the construction of certain improvements to be made by the "Subdivider" as required by Title XI, Chapter 2, of the Las Vegas Municipal Code.

(E) WHEREAS, at a regular meeting held on the 17th day of March, 1982, the Board of City Commissioners of the said "City" approved 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 for Valley West 8 Unit 1 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 the applicable Uniform Standard Specifications of Public Works Construction, Clark County Area 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 when work is expected to begin on any of the following items, 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 utility lines and storm drains;
- Backfilling of utility line trenches & storm drain trenches;
- Placing concrete for curb, gutter, sidewalk, valley gutter storm drain structures, manholes and street lighting foundations;
- Excavating for roadway;
- Placing of Type I gravel base course;
- Placing of Type II gravel base course;
- Priming base course;
- Placing asphalt concrete surfacing;
- Sealing pavements (fog seal or open grade surfacing);
- 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 and notwithstanding construction has proceeded according to plans approved by the "City". Should subsurface conditions be discovered such as excess water, clay, salts, voids or other defects, which were not originally contemplated, the "City" may require the "Subdivider", at the "Subdivider's" expense, to alter its plans for future construction or to correct, change or reconstruct the area affected by said defects.

The "Subdivider" further agrees nothing herein shall relieve him of the responsibility for 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. Acceptance of the work by the City of Las Vegas, and subsequent release of any bond or cash deposit to secure the performance of the provisions contained herein does not release or relieve the "Subdivider" of any and all responsibility for the proper and non-negligent construction of the off-site improvements provided for under this Agreement.

(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 thirty days from the 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 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 Uniform Standard Drawings for Public Works Construction Clark County Area and Uniform Standard Specifications for Public Works Construction Clark County Area in effect at the signing of this Agreement, Title XI, Chapter 2 of the Las Vegas Municipal Code, 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 the Surety and Performance Bond as called for herein and its acceptance by the "City", and upon performance by the "Subdivider" and the City Departments concerned (as provided in Paragraph (H) above), 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 Nevada Revised Statutes, Chapter 278, and Title XI, Chapter 2, of the Las Vegas Municipal Code.

(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, con-

struction and moving on, 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 Valley West 8 - Unit 1 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.

Bailey & McGah, a general
Partnership

BY James W. Hilbert

BY _____



CITY OF LAS VEGAS, NEVADA,
a Municipal Corporation

By William H. Briare
WILLIAM H. BRIARE, MAYOR

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, CITY CLERK

SPECIAL POWER OF ATTORNEY

BAILEY & MCGAH, a general partnership, of 4100 Spring Drive, Reno, Nevada, hereby appoints JAMES W. HIBBETTS, of 3771 Meadowcrest, Las Vegas, Nevada 89121, its true and lawful attorney in fact, for it and in its name, place and stead, and for its use and benefit, to grant certain easements and to enter into contracts and agreements concerning all subdivisions of real property located in the County of Clark, State of Nevada, as follows:

1. Sign contracts for the sale of each lot within each subdivision, improved with a dwelling unit, to individuals who agree to purchase the same for occupancy as a residence.
2. To execute escrow instructions, in connection with the sale of each individual lot.
3. To execute warranty agreements required by FHA and all subdivision forms, agreements, loan documents and any other documents whatsoever required or requested by FHA in connection with the approval of the sale of lots within the subdivision subject to FHA requirements or in any other respect to qualify subdivisions and the lots therein for FHA guaranteed loans to purchasers.
4. To execute all forms and documents required by mortgagee and FHA, or either of them, with reference to loan requirements of each purchaser, or for any other purpose to qualify and sell the lots to individual home buyers.
5. To serve as Sales Manager for all of the above subdivision sales, and be responsible for the activities of all salesmen employees.
6. To grant easements to utility companies for the benefit of the subdivisions or portions thereof.

RESERVING, HOWEVER, to BAILEY & MCGAH, a general partnership, power to execute deeds, other than said grant of easements, to said real property or any part thereof.

BAILEY & MCGAH, a general partnership, further gives and grants to its said attorney in fact full power and authority to do and perform every act necessary and proper to be done in the exercise of any of the foregoing powers as fully as it might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that its said attorney shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall conclusively be deemed revoked if the revocation of this Power of Attorney is recorded in the Office of the County Recorder of Clark County, Nevada.

This Power of Attorney is not coupled with an interest, and JAMES W. HIBBETTS has no right, title or interest in and to any of the real property herein described.

This Power of Attorney shall only be effective if acceptance hereof is signed by JAMES W. HIBBETTS.

Executed this 12th day of September, 1978, at
Reno, Nevada.

BAILEY & MCGAH, a general partnership

by BAILEY, INC., general partner

by Wesley Bailey
Wesley Bailey, President

by DUTTON ENTERPRISES, LTD.

BY Craig N. Dutton
Craig N. Dutton, President

by CLEEKES, INC., general partner

by E. J. McGah
E. J. McGah, President

by CHEQER, INC., general partner

by Jesse L. Oliver
Jesse L. Oliver, Secretary

by S & V, Inc., general partner

by Wesley Bailey
Wesley Bailey

The foregoing Power of Attorney is accepted this 19th day
of September, 1978.

by James W. Hibbetts
James W. Hibbetts



FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

Bond No. SC 6363741

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, BAILEY AND MCGAH, A NEVADA PARTNERSHIP, as Principal and THE AMERICAN INSURANCE COMPANY, a corporation organized under the laws of the State of New Jersey and duly authorized under the laws of the State of Nevada to become sole surety on bonds and undertakings, as Surety are held and firmly bound unto the CITY OF LAS VEGAS in the full and just sum of TWO HUNDRED SEVENTY-TWO THOUSAND EIGHTY-FOUR AND NO/100THS DOLLARS (\$272,084.00), lawful money of the United States of America, to be paid and truly to be made, we bind ourselves, our heirs, executors, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, said Principal is desirous of making the following improvements to wit:

IMPROVEMENT OF VALLEY WEST VIII, UNIT I, CITY OF LAS VEGAS, NEVADA

WHEREAS, the said Obligee requires that a performance bond be furnished guaranteeing the completion of the improvements as recited above.

NOW

State of NEVADA }
County of WASHOE ss:

On APRIL 6, 1982

therein, duly commissioned and sworn, personally appeared

, before me, a Notary Public in and for said County and State, residing
LINDA L. DORF

known to me to be Attorney-in-Fact of

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

THE AMERICAN INSURANCE COMPANY

IN WITNESS WHEREOF,



Notary Public - State of Nevada
Washoe County

My Commission Expires

My Appointment Expires July 29, 1983

hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Vivian A. Tomsic
Notary Public

360212-6-66

COUNTERSIGNED BY NEVADA RESIDENT AGENT

By

David L. Fuhrman
DAVID L. FUHRMAN

SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this 17th day of March, 1982, by and between Bailey & McGah, P. O. Box 19102 Las Las Vegas, Nevada 89119 hereinafter referred to as "Subdivider", and the City of Las Vegas, Clark County, Nevada, a municipal corporation, hereinafter referred to as "City".

WITNESSETH:

(B) THAT, WHEREAS, at a meeting held by the City Planning Commission of Las Vegas, Nevada, on May 26th, 1981, the said Commission conditionally approved a tentative map of the premises known as Valley West 8 located in Las Vegas and recommended its approval by the Board of City Commissioners of Las Vegas, Clark County, Nevada; and

(C) WHEREAS, at the regular meeting held on June 17th, 1981, the Board of City Commissioners of said City of Las Vegas approved the tentative map of Valley West 8, subject to certain conditions, and

(D) WHEREAS, at a regular meeting held on June 6th, 1981, the City Planning Commission of Las Vegas, Nevada, approved the final map for Valley West 8 - Unit 1, subject to the construction of certain improvements to be made by the "Subdivider" as required by Title XI, Chapter 2, of the Las Vegas Municipal Code.

(E) WHEREAS, at a regular meeting held on the 17th day of March, 1982, the Board of City Commissioners of the said "City" approved 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 for Valley West 8 Unit 1 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 the applicable Uniform Standard Specifications of Public Works Construction, Clark County Area 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 when work is expected to begin on any of the following items, 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 utility lines and storm drains;
- Backfilling of utility line trenches & storm drain trenches;
- Placing concrete for curb, gutter, sidewalk, valley gutter storm drain structures, manholes and street lighting foundations;
- Excavating for roadway;
- Placing of Type I gravel base course;
- Placing of Type II gravel base course;
- Priming base course;
- Placing asphalt concrete surfacing;
- Sealing pavements (fog seal or open grade surfacing);
- 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 and notwithstanding construction has proceeded according to plans approved by the "City". Should subsurface conditions be discovered such as excess water, clay, salts, voids or other defects, which were not originally contemplated, the "City" may require the "Subdivider", at the "Subdivider's" expense, to alter its plans for future construction or to correct, change or reconstruct the area affected by said defects.

The "Subdivider" further agrees nothing herein shall relieve him of the responsibility for 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. Acceptance of the work by the City of Las Vegas, and subsequent release of any bond or cash deposit to secure the performance of the provisions contained herein does not release or relieve the "Subdivider" of any and all responsibility for the proper and non-negligent construction of the off-site improvements provided for under this Agreement.

(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 thirty days from the date of the signing of this Agreement and that said improvements shall be completed withintwelve 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 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 Uniform Standard Drawings for Public Works Construction Clark County Area and Uniform Standard Specifications for Public Works Construction Clark County Area in effect at the signing of this Agreement, Title XI, Chapter 2 of the Las Vegas Municipal Code, 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 the Surety and Performance Bond as called for herein and its acceptance by the "City", and upon performance by the "Subdivider" and the City Departments concerned (as provided in Paragraph (H) above), 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 Nevada Revised Statutes, Chapter 278, and Title XI, Chapter 2, of the Las Vegas Municipal Code.

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struction 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 Valley West 8 - Unit 1 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.

Bailey & McGah, a general
Partnership

BY James W. Hilbert

BY _____



CITY OF LAS VEGAS, NEVADA,
a Municipal Corporation

By William H. Briare
WILLIAM H. BRIARE, MAYOR

ATTEST:

Carol A. Hawley
CAROL ANN HAWLEY, CITY CLERK