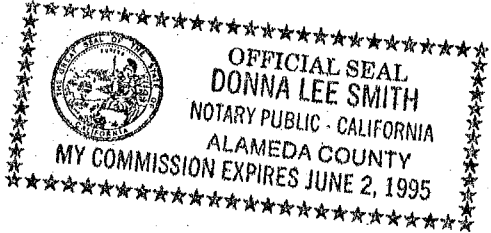


STATE OF CALIFORNIA
COUNTY OF Alameda

On this 7th day of November 1991 in the year before me

DONNA LEE SMITH, a Notary Public, State of California,
duly commissioned and sworn, personally appeared LAURINDA A. MARTIN



personally known to me (or proved to me on the basis of satisfactory evidence) to be the ATTORNEY-IN-FACT of the corporation that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same INSTRUMENT

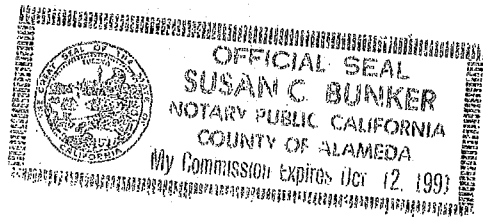
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the CITY OF OAKLAND County of ALAMEDA

Donna Lee Smith
Notary Public, State of California
My commission expires June 2, 1995

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.
Cowdery's Form No. 28 — Acknowledgement
to Notary Public — Corporation (C. C. Secs. 1190-1190.1)

STATE OF CALIFORNIA
COUNTY OF Alameda } ss:

On this 5th day of July 1990, before me SUSAN C. BUNKER, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, appeared LAURINDA A. MARTIN, known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of THE AMERICAN INSURANCE COMPANY and acknowledged to me that he subscribed the name of THE AMERICAN INSURANCE COMPANY thereto and his own name as Attorney-in-Fact.

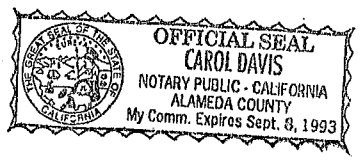


Susan C. Bunker
Notary Public in and for the State of California
County of Alameda

STATE OF CALIFORNIA
COUNTY OF ALAMEDA } ss:

On this 13TH day of FEBRUARY 1990, before me CAROL DAVIS

aforesaid, duly commissioned and sworn, personally appeared P. D. KNUDSEN, a Notary Public, in and for the County and State known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of THE AMERICAN INSURANCE COMPANY and acknowledged to me that he subscribed the name of THE AMERICAN INSURANCE COMPANY thereto and his own name as Attorney-in-Fact.



Carol Davis
Notary Public in and for the State of California,
County of Alameda

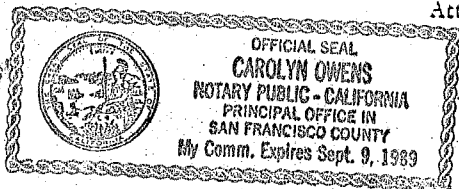
STATE OF CALIFORNIA
COUNTY OF Alameda ss:

On this 6th day of March, 1989, before me

Carolyn Owens

a Notary Public, in and for the County and State
aforesaid, duly commissioned and sworn, personally appeared Laurinda A. Martin

known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-
in-Fact of THE AMERICAN INSURANCE COMPANY and acknowledged to me that he sub-
scribed the name of THE AMERICAN INSURANCE COMPANY thereto and his own name as
Attorney-in-Fact.



Carolyn Owens

Notary Public in and for the State of California,

County of Alameda

BR (16) 15

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

On this 7TH day of DECEMBER, 1988 in the year

LAURINDA A. MARTIN before me

, a Notary Public, State of California,
duly commissioned and sworn, personally appeared

PEDER D. KNUDSEN

personally known to me (or proved to me on the basis of satisfactory evidence)
to be the ATTORNEY-IN-FACT of the corporation

that executed the within instrument, and also known to me to be the
person who executed the within instrument on behalf of the corpora-
tion therein named, and acknowledged to me that such corporation executed
the same INSTRUMENT

IN WITNESS WHEREOF I have hereunto set my hand and affixed
my official seal in the CITY OF OAKLAND, CA County of ALAMEDA

on the date set forth above in this certificate.

Laurinda A. Martin

Notary Public, State of California

My commission expires _____

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 28 — Acknowledgement
to Notary Public — Corporation (C. C. Secs. 1190-1190.1)

ATTORNEY IN FACT ACKNOWLEDGMENT

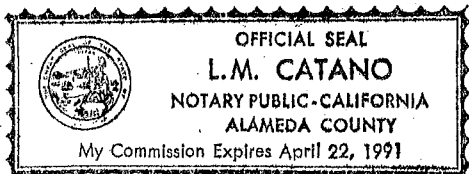
STATE OF CALIFORNIA
County of Alameda } ss.

On this 4th day of June, 1988, before me, a Notary Public in and for said
Alameda County, State of California, residing therein, duly commissioned and sworn, personally

appeared Laurinda A. Martin ☒ personally known to me, ☐ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to this instrument as the attorney in fact of THE AMERICAN INSURANCE COMPANY
and acknowledged to me that ☐ he ☒ she subscribed the name of THE AMERICAN INSURANCE COMPANY thereto as
surety, and ☐ his ☒ her own name as attorney in fact.

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



[Signature]
Notary Public

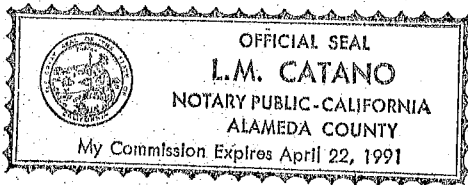
My commission expires April 22, 1991

ATTORNEY IN FACT ACKNOWLEDGMENT

STATE OF CALIFORNIA
County of Alameda } ss.

On this 10th day of July, in the year 1987, before me, a Notary Public in and for said County, State of California, residing therein, duly commissioned and sworn, personally appeared Laurinda A. Martin ☒ personally known to me, ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of The American Insurance Company and acknowledged to me that ☐ he ☒ she subscribed the name of The American Insurance Company thereto as surety, and ☐ his ☒ her own name as attorney in fact.

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



[Signature]
Notary Public

My commission expires _____

360042-1-83

ATTORNEY IN FACT ACKNOWLEDGMENT

STATE OF CALIFORNIA
County of Sacramento } ss.

On this 27th day of Sept., in the year 1985, before me, a Notary Public in and for said County, State of California, residing therein, duly commissioned and sworn, personally appeared J. Maxwell ☒ personally known to me, ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of The American Insurance Company and acknowledged to me that ☐ he ☐ she subscribed the name of The American Insurance Company thereto as surety, and ☐ his ☒ her own name as attorney in fact.

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



[Signature]
Notary Public

My commission expires _____

360042-1-83

State of NEVADA }
County of WASHOE } ss:

On JULY 20, 1983, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared 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.



[Signature]
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES APRIL 6, 1986

[Signature]
Notary Public

My Commission Expires _____

360212-6-66

STATE OF NEVADA

COUNTY OF WASHOE



MAUREEN J. DOYLE
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES JUNE 19, 1989

On this 7th day of December in the year 1988 before me Maureen Doyle, a Notary Public, State of Nevada, duly commissioned and sworn, personally appeared CRAIG N. DUTTON personally known to me to be the PRES. DUTTON ENT. PARTNER OF BAILEY & MCGAH corporation that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the STATE OF NEVADA, County of WASHOE on the date set forth above in this certificate.

Maureen J. Doyle
NOTARY PUBLIC

My commission expires June 19, 1989

ROUTE SLIP

CHECK ONE

ATTN: JOANNE

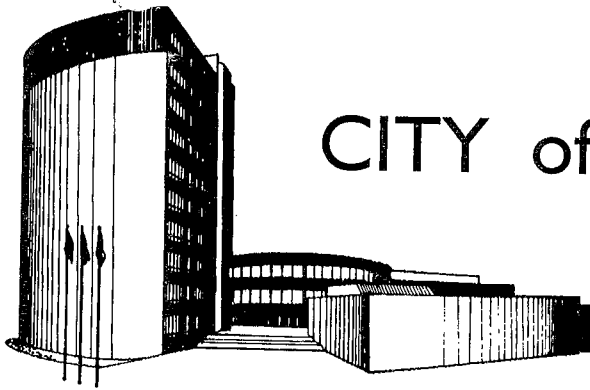
- | | |
|---|--|
| ☐ Animal Control | ☐ Land Dev. Services |
| ☐ Attorney - Civil | ☐ Maintenance |
| ☐ Attorney - Criminal | ☐ Manager |
| ☐ Building & Safety | ☐ Mayor |
| ☐ Business Activity | ☐ METRO |
| ☐ Cemetery | ☐ Municipal Court |
| ☐ Central Stores | ☐ Parking Enforcement |
| ☒ City Clerk | ☐ Parks |
| ☐ City Council | ☐ Personnel |
| ☐ City Engineer/Eng. Design | ☐ Public Defender |
| ☐ Community Planning | ☐ Public Works |
| ☐ Construction Services | ☐ Purchasing |
| ☐ County Court House | ☐ Quality Control |
| ☐ Court Counseling | ☐ Recreation |
| ☐ Cultural/Community Affairs | ☐ Reed Whipple |
| ☐ Custodians | ☐ Right-of-Way Section |
| ☐ Design & Development | ☐ Sanitation |
| ☐ Detention/Cor. Services | ☐ Sign Shop |
| ☐ Economic & Urban Dev. | ☐ Senior Citizens Center |
| ☐ Electrical Services | ☐ Senior Citizens Law Proj. |
| ☐ Engineering Planning | ☐ So. NV Emp. Trng. Proj. |
| ☐ Environmental Control | ☐ Special Projects Manager |
| ☐ Facilities Support | ☐ Streets |
| ☐ Finance & Computer Svc | ☐ Super Speed Train Dev. |
| ☐ Fire Services | ☐ Traffic Engineering |
| ☐ General Services | ☐ Traffic Management Center |
| ☐ Graphic Arts Services | ☐ Vehicle Services |
| ☐ Information Services | ☐ Youth Affairs |
| ☐ Other | |

FROM: Land Dev. DATE: 1/28
NOTE: PLEASE PHONE 6568 WHEN
RELEASE LETTER, IS READY

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MATTHEW Q. CALLISTER
MICHAEL J. MCDONALD
GARY REESE

CITY MANAGER
LARRY K. BARTON



CITY of LAS VEGAS

February 26, 1996

Bailey & McGah
PO Box 28378
Las Vegas, Nevada 89126

Re: Valley West XI Phase 4
SUBSTITUTE BOND

Gentlemen:

On February 6, 1996, the Department of Public Works approved a substitution surety bond for Valley West XI Phase 4, Bond No. 11127301361 with The American Insurance Company, in the amount of \$15,000.00 which will be attached the original Subdivision Agreements.

Therefore, the subdivision Performance Bond No. 11132898708 dated November 7, 1991, with The American Insurance Company in the amount of \$432,000.00 may now be released.

Please find a copy of this letter to be forwarded by you to The American Insurance Company.

Sincerely,

Sandra R. LeBoeuf
Chief Deputy City Clerk

/bb
Enclosure

cc: Department of Public Works/Land Development Services



CITY OF LAS VEGAS

INTER - OFFICE MEMORANDUM

DATE

1068-S
February 16, 1996

TO:

CITY CLERK

FROM:

FOR

Ch. M. Minyard
CHARLES TURK, CHIEF
PUBLIC WORKS LAND DEVELOPMENT
SUPERINTENDENT
LAND DEVELOPMENT SERVICES
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

VALLEY WEST XI - PHASE 4
SUBSTITUTION OF SURETY

COPIES TO:

FILE

FEB 22 11 16 AM '96
CITY CLERK

On February 6, 1996, the City approved a substitute surety for Valley West XI - Phase 4.

Please be notified that the substitute surety Subdivision Bond (#11127301361) with The American Insurance Company in the amount of \$15,000.00 has been received.

It is recommended that the previous surety, Subdivision Bond (#11132898708) with The American Insurance Company in the amount of \$432,000.00 be released to the developer.

CT:bw

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of CONTRA COSTA

} SS.

On JANUARY 29, 1996

(DATE)

before me,

PAMELA J. QUILICI

(NOTARY)

personally appeared

JAMES P. WIEKING

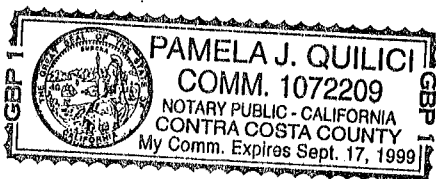
SIGNER(S)

☒ personally known to me

- OR -

☐

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Pamela J. Quilici
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S)
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

SUBDIVISION BOND

TITLE OR TYPE OF DOCUMENT

TWO

NUMBER OF PAGES

JANUARY 29, 1996

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

THE AMERICAN INSURANCE COMPANY

OTHER

GENERAL
POWER OF
ATTORNEY

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation incorporated under the laws of the State of New Jersey on February 20, 1846, and redomesticated to the State of Nebraska on June 1, 1990, and having its principal office in the City of Omaha, State of Nebraska, has made, constituted and appointed, and does by these presents make, constitute and appoint

-----JAMES P. WIEKING-----

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, undertaking, 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 VII, Sections 45 and 46 of By-laws of THE AMERICAN INSURANCE COMPANY now in full force and effect.

"Article VII. Appointment and Authority of Resident Secretaries, Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 45. 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 46. Authority. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. 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 31st day of July, 1984, 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 1st day of June, 19 90.



THE AMERICAN INSURANCE COMPANY

By

R. D. Farnsworth

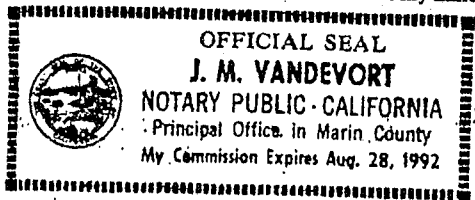
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

On this 1st day of June, 19 90, before me personally came R. D. Farnsworth 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.



J. M. Vandevort

Notary Public

CERTIFICATE

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

I, the undersigned, Resident Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEBRASKA 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 VII, Sections 45 and 46 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 County of Marin. Dated the 29TH day of JANUARY, 19 96.



Louise E. Anstey

Resident Assistant Secretary

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

5-1068

NOV. 19, 91

TO:

CITY CLERK

FROM:

NENAD MIRKOVIC, P.E.
LAND DEVELOPMENT SERVICES

SUBJECT:

IMPROVEMENTS AGREEMENT & SECURITY
FOR VALLEY WEST XI - PHASE 4

COPIES TO:

FILE

Attached is the original Offsite Improvements Agreement covering improvements to be installed under the City Ordinances for:

VALLEY WEST XI - PHASE 4

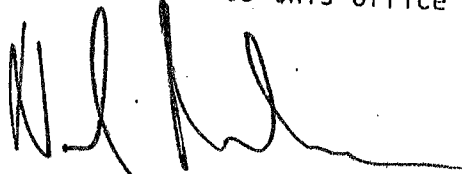
By: BAILEY & MCGAH, A NEVADA PARTNERSHIP
Name
P.O. BOX 28378
LAS VEGAS, NV 89126
Address

Also attached is a PERFORMANCE BOND W/
FIREMANS FUND AMERICAN in the amount of 432,000.00
to insure the installation of the improvements.

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

It is requested that the Agreements be signed by the Mayor and City Clerk.

Retain one original Agreement to be kept on file in your office, and return the remainder to this office for distribution.



LAND DEVELOPMENT SERVICES

Encls: (3) Offsite Improvement Agreements signed by AM
(3) EXHIBIT "A"
(3) PARTNERSHIP CERTIFICATES

Returned 11/25/91 JRP

GENERAL
POWER OF
ATTORNEY

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation incorporated under the laws of the State of New Jersey on February 20, 1846, and redomesticated to the State of Nebraska on June 1, 1990, and having its principal office in the City of Omaha, State of Nebraska, has made, constituted and appointed, and does by these presents make, constitute and appoint

-----LAURINDA A. MARTIN-----

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, undertaking, 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 VII, Sections 45 and 46 of By-laws of THE AMERICAN INSURANCE COMPANY now in full force and effect.

"Article VII. Appointment and Authority of Resident Secretaries, Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 45. 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 46. Authority. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. 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 31st day of July, 1984, 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 1st day of June, 19 90.



THE AMERICAN INSURANCE COMPANY

By

R. D. Farnsworth

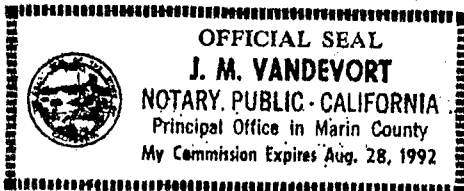
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

On this 1st day of June, 19 90, before me personally came R. D. Farnsworth 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.



J. M. Vandevort

Notary Public

CERTIFICATE

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

I, the undersigned, Resident Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEBRASKA 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 VII, Sections 45 and 46 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 County of Marin. Dated the 7th day of November, 19 91.



Laurinda E. Anstey

Resident Assistant Secretary

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
SCOTT HIGGINSON
FRANK HAWKINS JR.
KEN BRASS



CITY of LAS VEGAS

November 15, 1993

Bailey and McGah
PO Box 28378
Las Vegas, Nevada 89126-2378

Re: Valley West XI Phase 3
RELEASE OF SURETY BOND

Gentlemen:

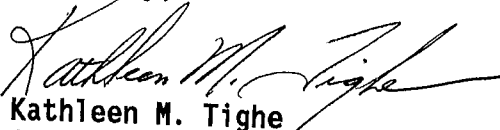
The City Council at a regular meeting held February 17, 1993, approved the recommendation of the Department of Public Works that the above referenced subdivision and off-site improvements be accepted, subject to the completion of the improvement correction list.

On November 12, 1993, the Department of Public Works accepted the improvement correction list for Valley West XI Phase 3 off-site improvements as having been completed in accordance with agreements and City standards.

Therefore, all liability of the American Insurance Company Bond No. 11141369725 in the amount of \$256,430.00 dated July 5, 1990, is hereby released.

Please find enclosed a copy of this release letter to be forwarded by you to the American Insurance Company.

Sincerely,


Kathleen M. Tighe
City Clerk

/bb
Enclosure

cc: Department of Public Works/Land Development



400 E. STEWART AVENUE • LAS VEGAS, NEVADA 89101-2986
(702) 229-6011 (VOICE) • (702) 386-9108 (TDD)

CITY OF LAS VEGAS
INTER - OFFICE MEMORANDUM

DATE
November 12, 1993
1068-5

TO: CITY CLERK	FROM: <i>Charles Turk</i> CHARLES TURK, CHIEF LAND DEVELOPMENT SERVICES DEPARTMENT OF PUBLIC WORKS
SUBJECT: RELEASE OF SECURITY	COPIES TO: FILE

On February 17, 1993, the City Council accepted the improvements for Valley West XI Phase 3.

Please be notified that this project has now been completed to the satisfaction of the Department of Public Works.

It is recommended that the Subdivision Bond (#11141369725) with American Insurance Company be released to the developer.

CT:PW:le

NOV 15 11 40 AM '93

RECEIVED
CITY CLERK

CITY COUNCIL

MEETING OF

FEBRUARY 17, 1993

City of Las Vegas

AGENDA & MINUTES

Page - 17

ITEM

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ACTION

Item
Number**III. CONSENT AGENDA**

CONTINUED

DEPARTMENT OF PUBLIC WORKSACCEPTANCE OF RIGHT OF WAY ITEMS

- 26

REQUEST FOR PERMISSION TO AMEND
BUREAU OF LAND MANAGEMENT RIGHT OF
WAY APPLICATION #N-37234 TO CHANGE
FROM SOUTH HALF (S 1/2) OF SECTION
11 AND NORTH HALF (N 1/2) OF SECTION
14, T19S, R59E, M.D.M. TO ALL OF
SECTION 14 AND THE NORTH HALF (N
1/2) OF SECTION 23, T19S, R59E,
GENERALLY LOCATED SOUTH OF GRAND
TETON DRIVE AND WEST OF HUALPAI WAY

NOLEN - APPROVED Consent Agenda, Items 3
through 6, 12 through 14, 16 and 18 through
38, as recommended - UNANIMOUS

Staff to proceed

There was no discussion.

(10:04 - 10:05)

ACCEPTANCE OF SUBDIVISION
IMPROVEMENTS

- 27

VALLEY WEST XI PHASE 3

Bailey-McGah, Developer

APPROVED - See above

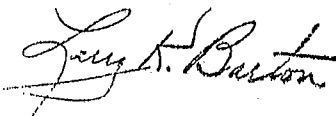
Property generally located south of
Charleston Boulevard and east of
Durango Drive, 11.49 Acres, 53 Lots,
Zoned R-1.

- 28

RANCHO CLASSIC UNIT 1Rancho Classic Limited Partnership,
Developer

APPROVED - See above

Property generally located on the
south side of Vegas Drive, east of
Rancho Drive, 7.69 Acres, 53 Lots,
Zoned R-CL.



CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

8/7/90

TO:

CITY CLERK

FROM:

LAND DEVELOPMENT SERVICES

SUBJECT:

IMPROVEMENTS AGREEMENT & SECURITY
FOR

VALLEY WEST XI - PHASE III

COPIES TO:

FILE

Attached is the original Offsite Improvements Agreement covering improvements to be installed under the City Ordinances for:

VALLEY WEST XI - PHASE III

By:

BAILEY AND MCGAH

Name

P.O. Box 28378 LAS VEGAS, NV 89126-2378

Address

Also attached is a SURETY BOND in the amount of \$256,430.00 to insure the installation of the improvements.

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

It is requested that the Agreements be signed by the Mayor and City Clerk.

Retain one original Agreement to be kept on file in your office, and return the remainder to this office for distribution.


DAVID W. NATHAN
LAND DEVELOPMENT SERVICES

Returned 8-7-90 J.R.

Encls: (3) Offsite Improvement Agreements signed by JAMES W. HIBBETTS

(1) BOND BY THE AMERICAN INSURANCE COMPANY

CITY OF LAS VEGAS
BOND AND FEE FORM

DEVELOPER Bailey & McGah

PROJECT Valley West XI - Phase 3

W.O. No.

APPROVAL
SECTION
TOWNSHIP
RANGE

ACRES
SUBDIVISION
No. of Lots

4
21
60
10.78
53

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	COST
1	2" A.C. Paving	2857 SY	\$2.90 SY	\$8,285.30
2	3" A.C. Paving	7393 SY	\$4.35 SY	\$32,159.55
3	4" A.C. Paving	SY	\$6.85 SY	\$0.00
4	Open Grade	SY	\$1.45 SY	\$0.00
5	Type I Gravel Base	CY	\$7.60 CY	\$0.00
6	Type II Gravel Base	1682 CY	\$7.60 CY	\$12,783.20
7	Excavation & Embankment	1428 CY	\$2.40 CY	\$3,427.20
8	Curb & Gutter	3976 LF	\$4.15 LF	\$16,500.40
9	Concrete Valley Gutter	1577 SF	\$3.35 SF	\$5,282.95
10	4" Concrete Sidewalk	18825 SF	\$1.45 SF	\$27,296.25
11	Driveway	5300 SF	\$3.05 SF	\$16,165.00
12	Streetlight (STD. Base)	12 Ea	\$1,710.00 Ea	\$20,520.00
13	Streetlight (Breakaway Base)	Ea	\$2,280.00 Ea	\$0.00
14	Flood Control	LS	\$1.00 LS	\$0.00
15	Sidewalk Underdrains	Ea	\$715.00 Ea	\$0.00
16	Traffic Signals	LS	\$1.00 LS	\$0.00
17	Handicap Ramp	5 Ea	\$250.00 Ea	\$1,250.00
18	Survey Monuments	2100 Ea	\$1.00 LS	\$2,100.00
19	4" Sewer	1125 LF	\$9.50 LF	\$10,687.50
20	8" Sewer	255 LF	\$14.25 LF	\$3,633.75
21	10" Sewer	LF	\$19.00 LF	\$0.00
22	Sewer	LF	\$0.00 LF	\$0.00
23	Sewer Manholes under 6'	1 Ea	\$855.00 Ea	\$855.00
24	Sewer Manholes over 6'	Ea	\$1,710.00 Ea	\$0.00
25	Sewer Manhole Adjustment	Ea	\$620.00 Ea	\$0.00
26	6" Water Main	140 LF	\$11.90 LF	\$1,666.00
27	8" Water Main	1138 LF	\$14.25 LF	\$16,216.50
28	10" Water Main	LF	\$19.00 LF	\$0.00
29	12" Water Main	LF	\$23.75 LF	\$0.00
30	Water Main	LF	\$0.00 LF	\$0.00
31	Fire Hydrant	4 Ea	\$1,710.00 Ea	\$6,840.00
32	Fire Hydrant Relocate	Ea	\$1,425.00 Ea	\$0.00
33	Water Service to Lots	35 Ea	\$235.00 Ea	\$8,225.00
34	Power to Lots	53 Ea	\$475.00 Ea	\$25,175.00
35	Telephone to Lots	53 Ea	\$250.00 Ea	\$13,250.00
36	Misc. Trenching	LF	\$5.00 LF	\$0.00
37	Pullbox	2 Ea	\$100.00 Ea	\$200.00
38	Street/Stop Signs	6 Ea	\$100.00 Ea	\$600.00
39				
40				

INSPECTION FEES

First \$25,000	2.00%	\$500.00
Next \$75,000	1.50%	\$1,125.00
Over \$100,000	1.25%	\$1,663.98
Plan Check	0.50%	\$1,165.59
Sub. Fin. Map		
Plan Check	30.00	\$83.00

TOTAL FEES \$4,537.58

F.D 1/89

ESTIMATED CONSTRUCTION COSTS

Contingencies (+10%)	\$233,119
TOTAL AMOUNT OF BOND	\$23,312
	\$256,430

CBS Consultants
Submitted by:

Date:

Approved By:

Date: 6/6/90

PARTNERSHIP CERTIFICATE

I, JAMES W. HIBBETTS certify that I am
(THE AGENT) of the Partnership named as Subdivider in the foregoing
Agreement; that JAMES W. HIBBETTS who signed
said Agreement on behalf of the Subdivider was then (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)

STATE OF NV
COUNTY OF Clark ss.

On this 24th day of July, 1990, before me personally
appeared JAMES W. HIBBETTS known to me
and known by me to be the person who executed the above instrument, who, being
by me first duly sworn, did depose and say that he is a Attorney in Fact for
firm of Bailey & Mc Goh ~~general partner in the~~

that said firm consists of

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



My Appointment Expires Nov. 3, 1990

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DONNA MESSER

Donna Messer
Notary Public in and for the
County of Clark
State of NV

My Commission Expires:

(NOTARIAL SEAL)

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

-----LAURINDA A. MARTIN-----

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 of Resident 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 31st day of January, 19 83.



THE AMERICAN INSURANCE COMPANY

By

Richard Williams
Vice-President

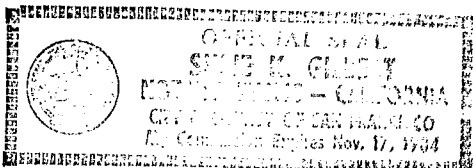
STATE OF CALIFORNIA,

} ss.

CITY AND COUNTY OF SAN FRANCISCO

On this 31st day of January, 19 83, before me personally came Richard Williams 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.



CERTIFICATE

Susan K. Belcher
Notary Public

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.

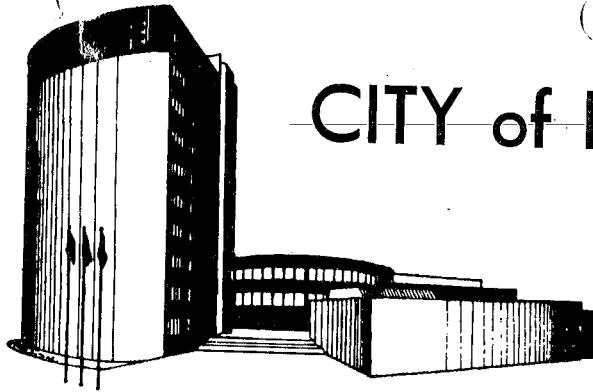
Signed and sealed at the City and County of San Francisco, Dated the 5th day of July, 19 90



Laurinda A. Martin
Resident Assistant Secretary

MAYOR RON LURIE

COUNCILMEN
BOB NOLEN
STEVE MILLER
ARNIE ADAMSEN
SCOTT HIGGINSON



CITY of LAS VEGAS

December 31, 1990

Bailey & McGah
P. O. Box 28378
Las Vegas, Nevada 89126-2378

Re: Valley West XI-Phase 2
RELEASE OF SURETY BOND

Gentlemen:

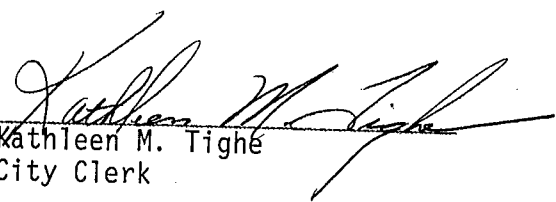
The City Council at a regular meeting held December 5, 1990, **APPROVED** the recommendation of the Department of Public Works that the above referenced subdivision and off-site improvements be accepted, subject to the completion of the improvement correction list.

On December 28, 1990, the Department of Public Works accepted the improvement correction list for Valley West XI-Phase 2 Off-Site Improvements as having been completed in accordance with agreements and City standards.

Therefore, all liability of The American Insurance Company, Bond No. 11127081617 in the amount of \$419,200.00, dated February 13, 1990, is hereby released.

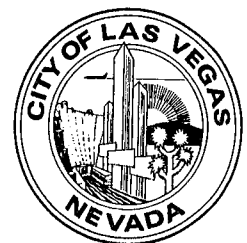
Please find enclosed a copy of the release letter to be forwarded by you to The American Insurance Company.

Sincerely,


Kathleen M. Tighe
City Clerk

KMT:gp
Enclosure

cc: Dept. of Public Works - Land Development Services



INTER-OFFICE MEMORANDUM

Date

December 28, 1990

TO:

CITY CLERK

FROM:

LAND DEVELOPMENT SERVICES
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

RELEASE OF SUBDIVISION BOND

COPIES TO:

G. PRESSWOOD
R. JONES
FILE

On December 5, 1990 the City Council accepted the improvements for Valley West XI Phase 2 subject to the completion of the improvement correction list items for this subdivision. Please be notified that these items have now been completed to the satisfaction of the Department of Public Works.

It is recommended that the Subdivision Bond #11127081617 with The American Insurance Company be released to the subdivider.



Paul Webster
Land Development Services

SUB-1068

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

MARCH 29, 1990

TO:

CITY CLERK

FROM:

LAND DEVELOPMENT SERVICES

SUBJECT:

IMPROVEMENTS AGREEMENT & SECURITY
FOR VALLEY WEST XI - PHASE 2

COPIES TO:

FILE

Attached is the original Offsite Improvements Agreement covering improvements to be installed under the City Ordinances for:

VALLEY WEST XI - PHASE 2

By:

BAILEY & MCGAH

Name

P.O. BOX 28378 LAS VEGAS, NV. 89126-2378

Address

Also attached is a SURETY BOND in the amount of \$419,200.00 to insure the installation of the improvements.

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

It is requested that the Agreements be signed by the Mayor and City Clerk.

Retain one original Agreement to be kept on file in your office, and return the remainder to this office for distribution.

John M. Minhead
LAND DEVELOPMENT SERVICES

Encls: (2) Offsite Improvement Agreements signed by JAMES W. HIBBETTS
(1) SURETY BOND WITH THE AMERICAN INSURANCE CO.

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

RONALD J. MARENGO, DONALD R. HERNBROTH, P. D. KNUDSEN and ROBERT P. MOSER
jointly or severally

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 24th day of August 19 87.



STATE OF CALIFORNIA
COUNTY OF MARIN

} ss.

THE AMERICAN INSURANCE COMPANY

By

Richard Williams

Vice-President

On this 24th day of August, 19 87, before me personally came Richard Williams 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.



STATE OF CALIFORNIA
COUNTY OF MARIN

} ss.

Susie K. Gilbert

Notary Public

CERTIFICATE

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 County of Marin. Dated the 13TH day of FEBRUARY, 19 90.



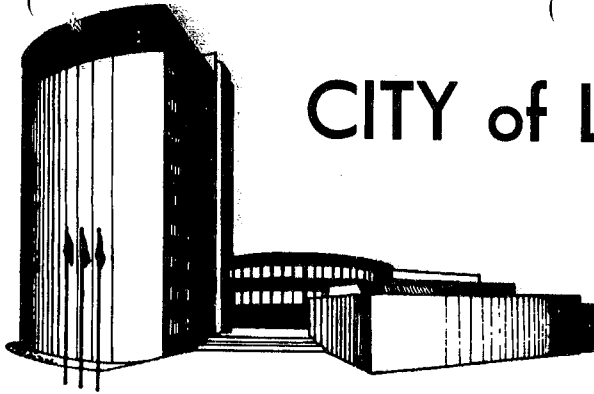
Loretta E. Prater

Resident Assistant Secretary

MAYOR RON LURIE

COUNCILMEN
BOB NOLEN
STEVE MILLER
ARNIE ADAMSEN
SCOTT HIGGINSON

ACTING CITY MANAGER
RANDALL H. WALKER



CITY of LAS VEGAS

October 24, 1990

Bailey & McGah
P. O. Box 28378
Las Vegas, Nevada 89126

Re: Valley West XI, Phase I
RELEASE OF SUBDIVISION SURETY BOND

Gentlemen:

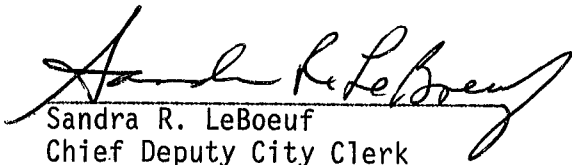
The City Council at a regular meeting held October 17, 1990, **APPROVED** the recommendation of the Department of Public Works that the above referenced subdivision and off-site improvement be accepted, subject to the completion of the improvement correction list.

On October 23, 1990, the Department of Public Works accepted the improvement correction list for Valley West XI, Phase I Off-Site Improvement as having been completed in accordance with agreements and City standards.

Therefore, all liability of the American Insurance Company Bond No. 11132655272, in the amount of \$988,831, dated March 6, 1989, is hereby released.

Please find enclosed a copy of the release letter to be forwarded by you to the American Insurance Company.

Sincerely,


Sandra R. LeBoeuf
Chief Deputy City Clerk

KMT:gp
Enclosure
cc: Dept. of Public Works - Land Development Services



CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

October 23, 1990

TO:

CITY CLERK

FROM:

LAND DEVELOPMENT SERVICES
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

RELEASE OF SUBDIVISION BOND
VALLEY WEST XI - PHASE I

COPIES TO:

G. PRESSWOOD
R. JONES
FILE

On October 17, 1990 the City Council accepted the improvements for VALLEY WEST XI - PHASE I subject to the completion of the improvement correction list items for this subdivision. Please be notified that these items have now been completed to the satisfaction of the Department of Public Works.

It is recommended that the Surety Bond (#1113265 5272) with THE AMERICAN INSURANCE COMPANY be released to the subdivider.



CHARLES TURK, Acting Chief
Land Development Services

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

March 8, 1989

TO:

CITY CLERK

FROM:

LAND DEVELOPMENT SERVICES

SUBJECT:

IMPROVEMENTS AGREEMENT & SECURITY
FOR VALLEY WEST XI - PHASE I

COPIES TO:

FILE
R. JONES

Attached is the original Offsite Improvements Agreement covering improvements to be installed under the City Ordinances for:

VALLEY WEST XI - PHASE I

By: BAILEY & MCGAH

Name

P.O. BOX 28378, LAS VEGAS, NEVADA 89126

Address

Also attached is a Surety Bond in the amount of \$988,831.00 to insure the installation of the improvements.

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

It is requested that the Agreements be signed by the Mayor and City Clerk.

Retain one original Agreement to be kept on file in your office, and return the remainder to this office for distribution.

It is also requested that the Surety Bond be kept on file in your office.

Charles Smith

LAND DEVELOPMENT SERVICES

Encls: (1) Offsite Improvement Agreements signed by James W. Hibbetts
(1) Surety Bond (#11132655272) With 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

-----LAURINDA A. MARTIN-----

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 of Resident 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 31st day of January, 19 83.



THE AMERICAN INSURANCE COMPANY

By Richard Williams
Vice-President

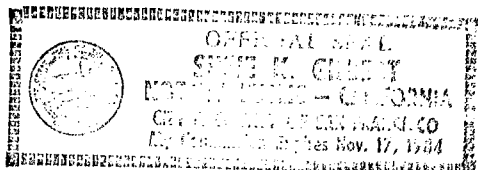
STATE OF CALIFORNIA,

} ss.

CITY AND COUNTY OF SAN FRANCISCO

On this 31st day of January, 19 83, before me personally came Richard Williams 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.



CERTIFICATE

Susan K. Belcher
Notary Public

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 March, 19 89.

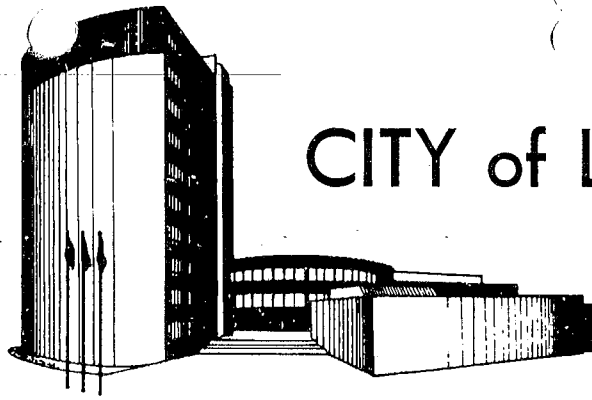


Laurinda A. Martin
Resident Assistant Secretary

MAYOR RON LURIE

COUNCILMEN
BOB NOLEN
STEVE MILLER
ARNIE ADAMSEN
SCOTT HIGGINSON

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

April 11, 1990

Bailey & McGah
P.O. Box 19102
Las Vegas, Nevada 89102

Re: Valley West X - Unit #4
RELEASE OF SUBDIVISION
SURETY BOND

Gentlemen:

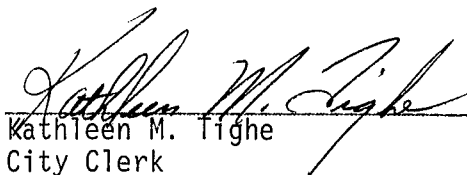
The City Council at a regular meeting held January 17, 1990, **APPROVED** the recommendation of the Department of Public Works that the above referenced subdivision be accepted, subject to the completion of the improvement correction list.

On April 6, 1990, the Department of Public Works accepted the improvement correction list for Valley West X - Unit #4 as having been completed in accordance with agreements and City standards.

Therefore, all liability of American Insurance Company, Bond #SCR 111 3263 7429 dated December 7, 1988, is hereby released.

Please find enclosed a copy of the release letter to be forwarded by you to American Insurance Company.

Sincerely,


Kathleen M. Tighe
City Clerk

KMT:mpk

Encl.

cc: Dept. of Public Works/Land Development Services



CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

APRIL 6, 1990

TO:

CITY CLERK

FROM:

LAND DEVELOPMENT SERVICES
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

RELEASE OF SUBDIVISION BOND
VALLEY WEST X - UNIT #4

COPIES TO:

G. PRESSWOOD
R. JONES
FILE

On JANUARY 17, 1990 the City Council accepted the improvements for VALLEY WEST X - UNIT #4 subject to the completion of the improvement correction list items for this subdivision. Please be notified that these items have now been completed to the satisfaction of the Department of Public Works.

It is recommended that the SURETY BOND (#SCR 111 3263 7429) with AMERICAN INSURANCE COMPANY be released to the subdivider.

Daniel W. Muirhead
DANIEL W. MUIRHEAD
LAND DEVELOPMENT SERVICES

RECEIVED
APR 6 4 24 PM '90
CITY CLERK

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

3/16/90

TO:

RONALD JONES

FROM:

SUBDIVISION INSPECTOR

Joe Kuchey 03

SUBJECT:

SUBDIVISION: VALLEY WEST 10, UNIT 4

COPIES TO:

Ray Peeples, Fire Department
Walt Whipple, Electrical Sers.
Harry Wallace, Street Division
Don Heitt, Traffic Engineering
Charles Turk, Land Development
Gary Presswood, City Engineer
Richard Schacht, Quality Control

This is to notify all concerned that the above named subdivision has been inspected and accepted by the City of Las Vegas: Fire Department, Sanitation Division, Street Department, Traffic Engineering, Electrical Services and Quality Control.

RJ:ld

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

December 13, 1988

TO:

CITY CLERK

FROM:

LAND DEVELOPMENT SERVICES

SUBJECT:

IMPROVEMENTS AGREEMENT & SECURITY
FOR VALLEY WEST X - UNIT #4

COPIES TO:

FILE

RECEIVED
DEC 13 1988
CITY ATTORNEYS OFFICE

Attached is the original Offsite Improvements Agreement covering improvements to be installed under the City Ordinances for:

VALLEY WEST X - UNIT #4

By:

BAILEY & McGAH

Name

P.O. BOX 19102, LAS VEGAS, NV. 89102

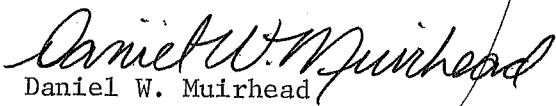
Address

Also attached is a SURETY BOND in the amount of \$185,200.00 to insure the installation of the improvements.

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

It is requested that the Agreements be signed by the Mayor and City Clerk.

Retain one original Agreement to be kept on file in your office, and return the remainder to this office for distribution.


Daniel W. Muirhead
LAND DEVELOPMENT SERVICES

Encls: (2) Offsite Improvement Agreements signed by JAMES W. HIBBETTS

(1) Surety Bond with THE AMERICAN INSURANCE COMPANY

PARTNERSHIP CERTIFICATE

I, JAMES W. HIBBETTS, certify that I am Attorney-in-Fact for Wesley Bailey of the Partnership named as Subdivider in the foregoing Agreement; that Wesley Bailey, whose name was subscribed by me to said Agreement on behalf of the Subdivider was then General Partner of the said Partnership; that said Agreement was duly signed for and in behalf of said Partnership by authority of its governing body.

X James W. Hibbets
JAMES W. HIBBETTS
Attorney-in-Fact for Wesley Bailey, Partner

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 5TH day of DECEMBER, 1988, before me personally appeared JAMES W. HIBBETTS, known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he is Attorney-in-Fact for Wesley Bailey, a general partner in the firm of BAILEY & MCGAH, a General Partnership, that said firm consists of himself and Ed McGah, both General Partners; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Vicky S. Troy
Notary Public in and for said County and State
My commission expires MARCH 18, 1991



VICKY S. TROY
Notary Public - State of Nevada
CLARK COUNTY
My Appointment Expires Mar. 18, 1991

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

RONALD J. MARENGO, DONALD R. HERNBROTH, P. D. KNUDSEN and ROBERT P. MOSER
jointly or severally

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 24th day of August 19 87.



STATE OF CALIFORNIA
COUNTY OF MARIN

} ss.

THE AMERICAN INSURANCE COMPANY

By

Richard Williams

Vice-President

On this 24th day of August, 19 87, before me personally came Richard Williams, 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.



STATE OF CALIFORNIA
COUNTY OF MARIN

} ss.

Susie K. Gilbert

Notary Public

CERTIFICATE

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 County of Marin. Dated the 7th day of December, 1988.



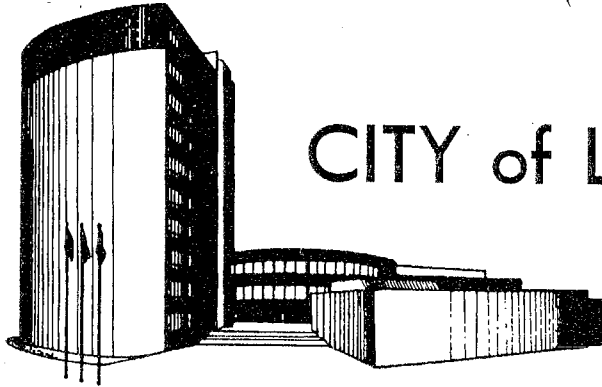
Loretta E. Orosky

Resident Assistant Secretary

MAYOR RON LURIE

COUNCILMEN
BOB NOLEN
STEVE MILLER
ARNIE ADAMSEN
SCOTT HIGGINSON

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

August 25, 1989

Bailey and McGah
P.O. Box 19102
Las Vegas, Nevada 89102

Re: Valley West X, unit #3
RELEASE OF SUBDIVISION
SURETY BOND

Gentlemen:

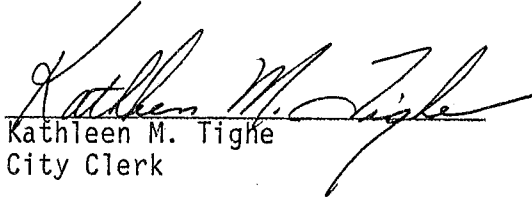
The City Council at a regular meeting held on August 2, 1989, **APPROVED** the recommendation of the Department of Public Works that the above referenced subdivision be accepted, subject to the improvement correction list.

On August 25, 1989, the Department of Public Works accepted the improvement correction list for Valley West X, Unit 3, as having been completed in accordance with agreements and City standards.

Therefore, all liability of The American Insurance Company, Surety Bond #11132525756, in the amount of \$173,000.00, dated June 4, 1988, is hereby released.

Please find enclosed a copy of the release letter to be forwarded by you to The American Insurance Company.

Sincerely,


Kathleen M. Tighe
City Clerk

KMT:mpk

Encl.

cc: Dept. of Public Works/Land Development Services



F LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

AUGUST 25, 1989

TO:

CITY CLERK

FROM:

LAND DEVELOPMENT SERVICES
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

RELEASE OF SUBDIVISION BOND
VALLEY WEST X - UNIT #3

COPIES TO:

G. PRESSWOOD
R. JONES
FILE

On AUGUST 2, 1989 the City Council accepted the improvements for VALLEY WEST X - UNIT #3 subject to the completion of the improvement correction list items for this subdivision. Please be notified that these items have now been completed to the satisfaction of the Department of Public Works.

It is recommended that the SURETY BOND (#11132525756) with THE AMERICAN INSURANCE COMPANY be released to the subdivider.


D.W. Muirhead
LAND DEVELOPMENT SERVICES

CITY COUNCIL MINUTES

MEETING OF

AUGUST 2, 1989

AGENDA*City of Las Vegas*

CITY COUNCIL

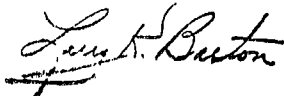
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

Page 16

ITEM		Council Action	Department Action
	IV(g) DEPARTMENT OF PUBLIC WORKS (Cont'd.)		
	*A. ACCEPTANCE OF RIGHT-OF-WAY ITEMS (Cont'd.)		
	4. GRANT OF EASEMENT		
	From: City of Las Vegas To: Nevada Power Company For: Portion of the Southeast Quarter (SE1/4) of Section 27, T20S, R61E, M.D.M. for a 6' wide underground powerline easement to serve the Central Library - Children's Discovery Museum (020-110-009)	NOLEN - APPROVED Items A.1 thru A.4. UNANIMOUS (Adamsen excused.)	Staff to proceed.
1114	*B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS		
	1. REDROCK VISTA #3 (Bivins Construction)	NOLEN - APPROVED Items B.1 and B.2. UNANIMOUS (Adamsen excused.)	Staff to proceed.
	Property generally located north of Washington Avenue, west of Buffalo Drive, 53 Lots, 7.34 Acres, Zoned R-CL.		
	2. VALLEY WEST X - UNIT 3 (Bailey-McGah)	APPROVED See above.	See above.
	Property generally located on the east side of Merialdo Lane, south of Charleston Boulevard, 41 Lots, 10.8798 Acres, Zoned R-1.		
1114	*C. SUBSTITUTION OF SUBDIVISION BONDS		
	1. Request from Del E. Webb Communities, Inc. to post substitute bonds for the offsite construction in the following subdivisions generally located in the Sun-City Summerlin Community.	NOLEN - APPROVED Items C.1 and D.1. UNANIMOUS (Adamsen excused.)	Staff to proceed. Clerk to Notify.
	a. Sun City-Summerlin #11 b. Sun City-Summerlin #12 c. Sun City-Summerlin #13	NOTE: Correction c. should read #15.	
	*D. RELEASE OF SECURITY		
	1. LOCATION: Bingham Avenue - Hubbard Street to Lamb Boulevard	APPROVED See above.	See above.
	USE: Offsite Improvement (Boulder Heights Number 7)		
	SUBDIVIDER: Bonanza Lamb Ltd.		
	SECURITY: Cash deposit at Atlantic Financial Savings		
	AMOUNT: \$57,371.60		

APPROVED AGENDA ITEM



INTER-OFFICE MEMORANDUM

Date

June 21, 1988

TO:

CITY CLERK

FROM:

LAND DEVELOPMENT SERVICES

SUBJECT:

IMPROVEMENTS AGREEMENT & SECURITY
FOR VALLEY WEST X - UNIT 3

COPIES TO:

FILE

Attached is the original Offsite Improvements Agreement covering improvements to be installed under the City Ordinances for:

VALLEY WEST X UNIT 3

By: Bailey and McGah

Name

P. O. Box 19102, Las Vegas, NV 89102

Address

Also attached is a SURETY BOND in the amount of \$173,000.00 to insure the installation of the improvements.

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

It is requested that the Agreements be signed by the Mayor and City Clerk.

Retain one original Agreement to be kept on file in your office, and return the remainder to this office for distribution.


DANIEL MUIRHEAD
LAND DEVELOPMENT SERVICES

Encls: (2) Offsite Improvement Agreements signed by James W. Hibbetts
(1) Surety Bond (#11132525756) with The American Insurance Co. (Fireman's Fund)

PARTNERSHIP CERTIFICATE

I, James W. Hibbetts certify that I am
Attorney-in-Fact for Wesley Bailey
(a ~~Partner, the Agent~~) of the Partnership named as Subdivider in the foregoing
Agreement; that the undersigned who signed
Attorney-in-Fact for Wesley Bailey
said Agreement on behalf of the Subdivider was then (~~xx Partner, xx the Agent, xx~~)
a Partner
the said Partnership; that said Agreement was duly signed for and in behalf of
said Partnership by authority of its governing body.

Wesley Bailey
(Partner)
James W. Hibbetts
(~~Partner, Agent~~) JAMES W. HIBBETTS
Attorney-in-Fact

STATE OF NEVADA }
COUNTY OF CLARK } ss.

On this 10th day of JUNE, 19 88, before me personally
appeared JAMES W. HIBBETTS known to me
and known by me to be the person who executed the above instrument, who, being
by me first duly sworn, did depose and say that he is a ~~general partner in the~~
~~XXXXXX~~ Attorney-in-Fact for Wesley Bailey, a general partner in the firm of
BAILEY & McGAH

that said firm consists of himself ~~and~~ as Attorney-in-Fact for Wesley Bailey,
who is a General Partner AND Ed McGah, a General Partner
; and that he executed
the foregoing instrument on behalf of said firm for the uses and purposes
stated herein.

Vicky S. Troy
Notary Public in and for the
County of Clark
State of Nevada

(NOTARIAL SEAL)

My Commission Expires: March 18, 1991



VICKY S. TROY
Notary Public-State of Nevada
CLARK COUNTY
My Appointment Expires Mar. 18, 1991

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

-----LAURINDA A. MARTIN-----

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 of Resident 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 31st day of January, 19 83.



THE AMERICAN INSURANCE COMPANY

By

Richard Williams
Vice-President

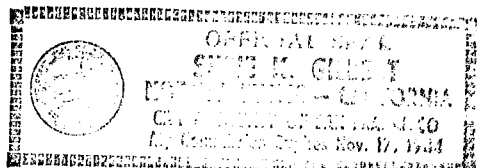
STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

} ss.

On this 31st day of January, 19 83, before me personally came Richard Williams 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.



CERTIFICATE

Susan K. Gilbert
Notary Public

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 4th day of June, 19 88



Laurinda A. Martin
Resident Assistant Secretary

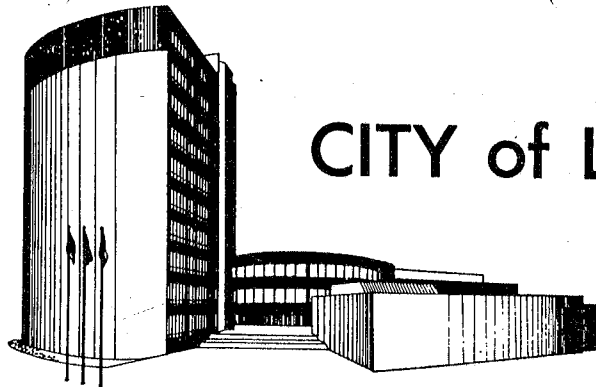
SUB-1068

216-14

MAYOR RON LURIE

COUNCILMEN
BOB NOLEN
W. WAYNE BUNKER
STEVE MILLER
ARNIE ADAMSEN

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

January 19, 1988

Bailey and McGah
P. O. Box 28378
Las Vegas, Nevada 89126

RE: FINAL MAP
Valley West X, Unit 3

Gentlemen:

The City Council at a regular meeting held January 6, 1988, APPROVED the Final Map of Valley West X, Unit 3, for property located on the west side of Durango Drive, south of West Charleston Boulevard, N-U Zone (under Resolution of Intent to R-1), subject to the following conditions:

1. Conformance with the conditions of approval for the Tentative Map.
2. Conformance with the Tentative Map.

Sincerely,

Kathleen M. Tighe
KATHLEEN M. TIGHE
City Clerk

KMT:jp

cc: Dept. of Community Planning and Development
Dept. of Public Works
Dept. of Building and Safety
Dept. of Fire Services
Land Development Services
Myron Welsh, VTN-Nevada,
2300 Paseo Del Prado, A-100,
Las Vegas, Nev. 89102



CITY COUNCIL MINUTES
MEETING OF

SUB-1068
000293

AGENDA

JAN 06 1988
City of Las Vegas

January 6, 1988

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

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ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED) *B. <u>FINAL MAPS</u> 5. <u>Valley West X, Unit 3</u> Property located on the west side of Durango Drive, south of West Charleston Boulevard, N-U Zone (under Resolution of Intent to R-1). Owner/Developer: Bailey & McGah No. of Acres: 10.8 No. of Lots: 41 Subject to: 1. Conformance with the conditions of approval for the Tentative Map. 2. Standard condition.	NOLEN - APPROVED as recommended, subject to the conditions Items B-1, B-2, B-3, B-4 and B-5. Unanimous	Clerk to notify and Planning to Proceed.

APPROVED AGENDA ITEM

Larry H. Burton

To: The City Council
Re: Community Planning and Development Agenda Item
January 6, 1988 City Council Agenda

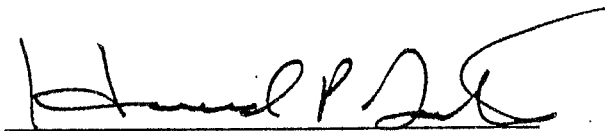
JAN 06 1988

*B. FINAL MAPS

1. Edgewater, Unit No. 1
2. Lake Estates Unit No. 2
3. Vista Del Lago, Unit No. 2
4. Richmond Park Condos
5. Valley West X, Unit 3

These Final Maps are in conformance with the Tentative Maps and the Subdivision Regulations.

Staff Recommendation: APPROVAL - subject to conditions



HAROLD P. FOSTER, DIRECTOR
DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT

CITY COUNCIL MINUTES
MEETING OF

500-1068 000215

AGENDA

JUL 01 1987
City of Las Vegas

July 1, 1987

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

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ITEM

Council Action

Department Action

11:04

IV. (g). DEPARTMENT OF PUBLIC WORKS (Cont'd.)

D. REPORTS/ACTION ITEMS (Cont'd.)

3. WAIVER OF UNDERGROUND POWER LINES -
VALLEY WEST X, UNIT 1

Nolen -
APPROVED as recom-
mended.
Unanimous

Staff to proceed
Richard Goecke
appeared

APPROVED AGENDA ITEM

Gayle L. Burton

City of Las Vegas

CITY COUNCIL MINUTES

000216

MEETING OF
AGENDA DOCUMENTATION

Date: June 22, 1987

JUL 01 1987

TO:
The City Council

FROM:
LARRY K. BARTON
DEPUTY CITY MANAGER

SUBJECT:
WAIVER OF UNDERGROUND POWER LINES - VALLEY WEST X, UNIT 1

PURPOSE/BACKGROUND

The Las Vegas Municipal Code, Section 13.52.010, covering underground utility installations, says: "...distribution lines serving new residential, industrial or commercial developments shall be located underground...".

Developers of Valley West X, Unit 1, have asked that the underground requirement be waived for that portion of the line located generally outside the development (approximately 600 feet), and that they be allowed to place the power line on existing telephone poles.

In keeping with recent Council action, the power line would cross undeveloped property and they could be officially notified that at the time of development it would be necessary for them to place the line underground.

FISCAL IMPACT

None

RECOMMENDATIONS

The Department of Public Works recommends that if approval is granted, Staff be authorized to notify the owner of the property adjacent to the overhead line that, as a condition of development, the line must be placed underground at the time of development of the adjacent properties, and to officially record the condition.


RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

Agenda Item 7/1/87

IV.(g).D.3.

AGENDA

5472 1068
LAS VEGAS CITY
COUNCIL MINUTES APR 15 1987

000490

City of Las Vegas

April 15, 1987

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

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)

C. FINAL MAPS

1. Valley West X, Unit 2

Property located on the west side of Durango Drive, south of Charleston Boulevard, N-U Zone (under Resolution of Intent to R-1).

Owner/Subdivider: Bailey & McGah

No. of Acres: 13.3 No. of Lots: 50

Subject to:

1. Conformance with the conditions of approval for the Tentative Map.

Staff Recommendation: APPROVAL

Lurie -
APPROVED Items A.1,
A.2, B.1, B.2, B.3,
B.4, C.1, D.1, D.2,
D.3 & D.4 as recom-
mended.
Unanimous
(Levy excused)

Clerk to notify &
Planning to
proceed

APPROVED AGENDA ITEM

Langston Burton

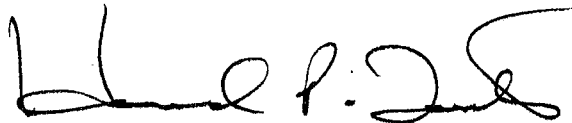
To: The City Council
Re: Community Planning and Development Agenda Item
April 15, 1987 City Council Agenda

C. FINAL MAPS

1. Valley West X, Unit 2

This Final Map is in conformance with the Tentative Map and the Subdivision Regulations. This map was not referred to the Planning Commission because the recent amendment to the Subdivision Ordinance now allows a subdivider to transmit final maps directly to the City Council as approved in the last State Legislative Session. In the future, all final maps will be submitted directly to the City Council and will be Consent Agenda Items unless the subdivider is not in agreement with all of the conditions being recommended by staff. In these cases, the maps will be separate items on the agenda so the subdivider can address the specific areas of concern.

Staff Recommendation: APPROVAL



HAROLD P. FOSTER, DIRECTOR
DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT

AGENDA*City of Las Vegas*

February 4, 1987

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

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

2:31

F. TENTATIVE MAP RELATED TO ZONE CHANGE Z-102-86

4. Valley West X

Property located on the west side of Durango Drive, south of Charleston Boulevard, N-U Zone (proposed R-1).

Owner: Robert N. Peccole, Et Al

Subdivider: Bailey and McGah

No. of Acres: 49.05 No. of Lots: 172

Planning Commission unanimously recommended APPROVAL, subject to:

1. Approval of and conformance to the conditions of approval for zoning application Z-102-86.
2. Vehicular access to Durango Drive from the rear of the abutting residential lots is prohibited.

Staff Recommendation: APPROVAL

Levy -
APPROVED
Unanimous

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM



To: The City Council
Re: Community Planning and Development Agenda Item
February 4, 1987 City Council Agenda

x. 000302

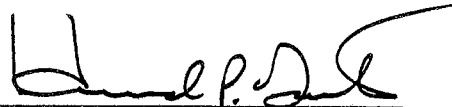
F. TENTATIVE MAP RELATED TO ZONE CHANGE Z-102-86

4. Valley West X

The Tentative Map is related to the previous zoning item (Item X.F.3.). If the R-1 zoning is approved on that item, this map is in order to be approved because it conforms to the Subdivision Regulations.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL



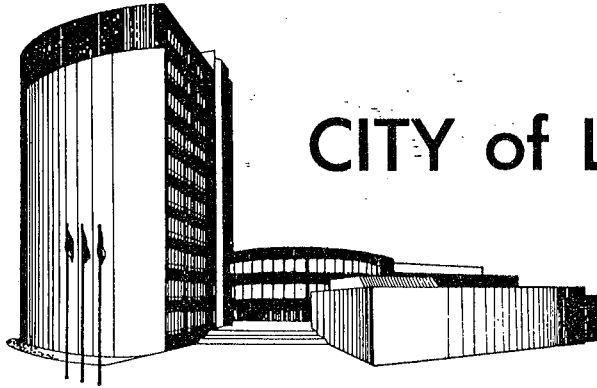
HAROLD P. FOSTER, DIRECTOR
DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT

MAYOR RON LURIE

COUNCILMEN
BOB NOLEN
W. WAYNE BUNKER
STEVE MILLER
ARNIE ADAMSEN

CITY MANAGER
ASHLEY HALL

CITY of LAS VEGAS



December 1, 1988

Bailey and McGah
P. O. Box 28378
Las Vegas, Nev. 89126

RE: Valley West X, Unit 2
RELEASE OF SUBDIVISION AGREEMENT
AND SURETY BOND

Gentlemen:

The City Council at a regular meeting held November 16, 1988, APPROVED the recommendation of the Department of Public Works that the above referenced subdivision be accepted, subject to the completion of the improvement correction list.

On November 28, 1988, the Department of Public Works accepted the improvement correction list for Valley West X, Unit 2 as having been completed in accordance with agreements and City standards.

Therefore, all liability of American Insurance Company, Bond Number 6454538 is hereby released.

Please find enclosed a copy of the release letter to be forwarded by you to American Insurance Company.

Sincerely,

KATHLEEN M. TIGHE
City Clerk

KMT:jp

Encl.

cc: American Insurance Company
Public Works Department - Land Development Services



CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Sub 1068
Date NOVEMBER 28, 1988

TO:

CITY CLERK

FROM:

LAND DEVELOPMENT SERVICES
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

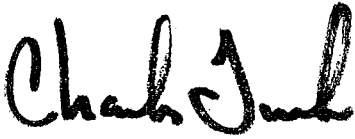
RELEASE OF SUBDIVISION BOND
"VALLEY WEST 10-UNIT NO. 2

COPIES TO:

G. PRESSWOOD
R. JONES
FILE

On November 16, 1988 the City Council accepted the improvements for VALLEY WEST 10 - UNIT NO. 2 subject to the completion of the improvement correction list items for this subdivision. Please be notified that these items have now been completed to the satisfaction of the Department of Public Works.

It is recommended that the Surety Bond (#6454538) with American Insurance Company be released to the subdivider.

for 
C. E. GILPIN, Chief
Land Development Services

CITY CLERK

NOV 29 8 05 AM '88

RECEIVED

AGENDA

City of Las Vegas

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

Page 13

ITEM

Council Action

Department Action

	IV. (g). DEPARTMENT OF PUBLIC WORKS (Cont'd.)		
	B. ENCROACHMENT REQUESTS (Cont'd.)		
1020	5. <u>EL CORTEZ HOTEL PARKING GARAGE</u> Seventh Street from Ogden Avenue to Stewart Avenue Request to allow landscaping in an 8 foot strip of right-of-way along Seventh Street, behind the existing sidewalk. Staff Recommendation: APPROVAL, subject to conformance to all other City Codes and Department Standards.	NOLEN - APPROVED as recommended. Unanimous	Staff to proceed Dick Goecke appeared.
	C. REPORTS/ACTION ITEMS		
1020 to 1027	1. <u>ABEYANCE ITEM</u> <u>DISCUSSION AND POSSIBLE ACTION ON INSTALLATION OF UNDERGROUND TV CABLE IN VALLEY WEST</u>	ADAMSEN - APPROVED allowing a waiver to permit a street cut, use of the sidewalk, or behind the curb in a utility easement for cable installation, subject to street/sidewalk/landscaping being returned to its original condition in conformance with the requirements of the Department of Public Works. (Motion carried with Bunker "abstaining.")	Staff to proceed Steve Schorr Prime Cable, appeared. Dick Goecke appeared.
1027	2. SANITARY SEWER OVERSIZING AND EXTENSION - PASO ROBLES INVESTMENTS	NOLEN - APPROVED as recommended. Unanimous	Staff to proceed Dick Goecke appeared.

APPROVED AGENDA ITEM

Lucy A. Borton

MEETING OF
JUNE 1, 1988

543.1068

000176

16.14

June 1, 1988

Date: May 11, 1988

AGENDA DOCUMENTATION

TO:

The City Council

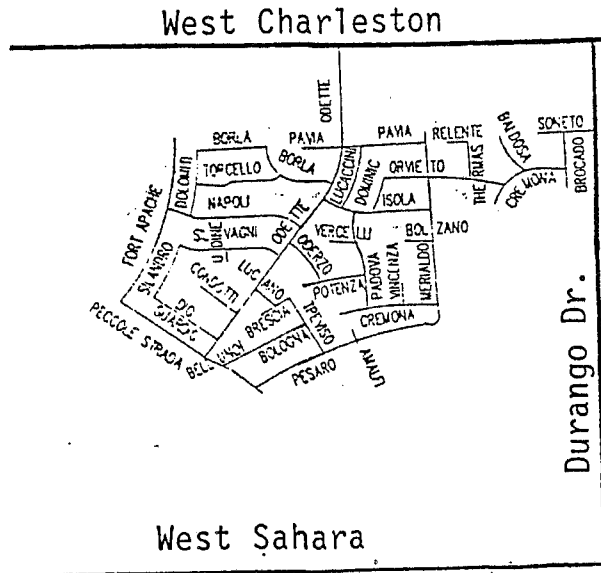
FROM:

LARRY K. BARTON
DEPUTY CITY MANAGERSUBJECT: DISCUSSION AND POSSIBLE ACTION ON INSTALLATION OF UNDERGROUND TV CABLE
IN VALLEY WESTPURPOSE/BACKGROUND

Residents of Valley West IX and X have petitioned for "an exemption to the 5-year moratorium on cutting City streets", for installation of television cable.

This request is rather unique in that the cable company has the right to install their cable behind the curb in a 5' utility easement and they have not, in fact, made any request to the City to place the cable in the street.

This item is placed on the Agenda for discussion purposes at the request of the petitioning property owners.

FISCAL IMPACT

None

RECOMMENDATIONS

None at this time.

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

Agenda Item

IV.(g).C.1.

CITY COUNCIL MINUTES
MEETING OF

000179

JUN 01 1988

May 2, 1988

Mr. Gary Presswood
City Engineer
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

Re: Moratorium on cutting city streets

Dear Mr. Presswood:

As residents of Valley West IX and X, we would like to request an exemption to the 5 year moratorium on cutting city streets. It is our desire to have this matter placed on the next agenda, May 18, 1988, as time is of the utmost urgency in resolving this matter.

Prime Cable has notified the neighborhood of their intention to commence laying cable utilizing the 5 foot utility easement extending onto our properties. This method of installation will adversely affect the established landscaping and sprinkler systems, not to mention the water mains and other existing underground utilities.

Furthermore, this only affects approximately 200 homes built between May 1986 and the area just completed. As homeowners, we fell through the cracks of the practice in installing conduit and the stalled negotiations of Bailey-McGah, the builders, and Prime Cable. We do not feel that we should be held liable for their lack of foresight and failure to come to terms sooner.

As the residents are in favor of the street installation method, and Prime Cable has not expressed opposition to this method to individual residents, we feel this exemption to the moratorium is justified and prudent.

Your time and cooperation in resolving this matter will be greatly appreciated.

Respectfully,

10/19 C.1

THE RESIDENTS OF VALLEY WEST

Attachment: Signatures of support
cc: Councilman Arnie Adamsen
Steve Shorr, Prime Cable

As resident of Valley West IX and X, we would like to request an exemption to the 5 year moratorium on cutting city streets. It is our desire to have this matter placed on the next agenda, May 18, 1988, as time is of the utmost urgency in resolving this matter.

CITY COUNCIL MINUTES
MEETING OF

RESIDENT NAME	ADDRESS JUN 01 1988	SIGNATURE
H. Gibbia	8912 Silvagni	H. Gibbia
JERRY + TANYA COLLINS	8908 SILVAGNI	Mrs + Miss Jerry L. Collins
RON + JEAN SCHAD	8904 SILVAGNI	Ronald Schad
STEVE + SUE KWANEKI	8900 SILVAGNI DR	Sue Kwanecki
MARION + GREGORY GREENE	8808 SILVAGNI DR	Marion Greene
THOMAS + DEANNE NELSON	8804 SILVAGNI DR	Deanne L. Nelson
JIM + NANCY WARR	8804 SILVAGNI DR	James + Nancy Warr
HARVEY + PETRA DETRICK	8917 SILVAGNI DR	Harvey + Petra Detrick
EUGENE L. KINNEE	1528 SILANDRO DR	Eugene L. Kinnee
LISA KODELA	1529 Silandro Dr.	Lisa M. Kodela
Jim + Sherree Soule	1532 Silandro Dr	James + Sherree Soule
R. C. Murphy	1533 Silandro	Florence M. Murphy
Michael Murphy	1533 Silandro	Florence M. Murphy
Florence Murphy	1533 Silandro	Florence M. Murphy
George Stevens	1537 Silandro	George Stevens

As resident of Valley West IX and X, we would like to request an exemption to the 5 year moratorium on cutting city streets. It is our desire to have this matter placed on the next agenda, May 18, 1988, as time is of the utmost urgency in resolving this matter.

CITY COUNCIL MINUTES
MEETING OF

RESIDENT NAME	ADDRESS JUN 01 1988	SIGNATURE
Martha A. Dismukes	1520 Silandro Dr.	Martha A. Dismukes
Kathryn Christensen	8709 Pesaro	Kathryn Christensen
Yvonne Mallock	8901 Pesaro Drive	Yvonne Mallock
Paul & Marge Barton	8817 Pesaro Drive	Marge Barton
Quinn Blaine	8813 Pesaro Dr.	Q. Blaine
Ray P. Reeder Jr.	8745 Pesaro Dr.	Ray P. Reeder Jr.
FLOY DAVIS	8737 Pesaro Dr.	Floyd Davis
Donna Neusch	8133 Pesaro Dr.	Donna Neusch
Jan Norwell	8729 Pesaro	Jan Norwell
Henri Aronson	8725 Pesaro	Henri Aronson
W ^m Hemliel	8717 Pesaro Dr.	W ^m Hemliel
JL Schultz	8713 Pesaro Dr.	Jeanette L. Schultz
ES Wall	8701 Pesaro Dr.	Mrs E. S. Wall
J. Nordgren	8716 Pesaro Dr.	J. NORDGREN
Don Bunker	8724 Pesaro Dr.	Don Bunker

As resident of Valley West IX and X, we would like to request an exemption to the 5 year moratorium on cutting city streets. It is our desire to have this matter placed on the next agenda, May 18, 1988, as time is of the utmost urgency in resolving this matter.

CITY COUNCIL MINUTES
MEETING OF

RESIDENT NAME	ADDRESS JUN 01 1988	SIGNATURE
HERB LAUTNER	8905 Condotti	Herb Lautner
John Ferri	8913 Condotti CT	John Ferri
JOE HENDRICKSON	8916 Condotti CT	Joe Hendrickson
Cheryl Skupe	8908 Condotti Ct.	Cheryl A. Skupe
Josephine Wilburn	8904 Condotti Ct.	Josephine Wilburn
Darrel Green	8900 W. Condotti Ct.	Mr. Mrs. D. Green
J. H. Paron	1605 Odette Ln.	Mrs. H. Paron
D. Allen	1601 Odette Ln	D. Allen
RANDY DOCKTER	1548 Odette Ln.	Randy Dockter
Carol K. Jackson	1544 S. Odette	Carol K. Jackson
TORSA BOBBETT-MOATS	1540 Odette Ln	Teresa Bobbett-Moats
Frank Silvia	1536 Odette Ln	Frank R. Silvia
Wayne Alexander	18909 Silvagni	Wayne Alexander
Jan Z. Yankin	8913 Silvagni	Jan Z. Yankin
Maxwell B. Sandhu	8913 Silvagni	Maxwell B. Sandhu

As resident of Valley West IX and X, we would like to request an 000184 exemption to the 5 year moratorium on cutting city streets. It is our desire to have this matter placed on the next agenda, May 18, 1988, as time is of the utmost urgency in resolving this matter.

CITY COUNCIL MINUTES
MEETING OF

RESIDENT NAME	ADDRESS	SIGNATURE
JOE LEGGARD	1536 SILVERDALE DR.	Joe Leggard
Bob & Penny Zaniewski	8929 Dio Guardi Dr.	Bob Zaniewski
Carol Haerberli	8925 Dio Guardi Dr.	Carol A Haerberli
Don Lani	8921 Dio Guardi Dr.	Don Lani
Sheri Cap	8917 Dio Guardi Dr.	Sheri L. Cap
Ernest Hardin	8916 Dio Guardi	Ernest Hardin
Goff, Dee	8912 Dio Guardi	Dee Goff
A. Phillips	8908 Dio Guardi	A. Phillips
Jim Longtine	8904 Dio Guardi	Jim Longtine
ROBERT WACHTER	8906 Dio Guardi	Robert Wachter
Everett Richardson	8901 Dio Guardi Dr.	Everett Richardson
Pete Stikham	1629 ODETTE LN.	Pete STICKBARREN
Kathy Bailey	1621 ODETTE Lane	Kathy M. Bailey
Stuart Lawrence	1613 ODETTE LN	Stuart Lawrence
O. W. Hendrich	8901 Condotti Ct	O. W. Hendrich

As resident of Valley West IX and X, we would like to request an exemption to the 5 year moratorium on cutting city streets. It is our desire to have this matter placed on the next agenda, May 18, 1988, as time is of the utmost urgency in resolving this matter.

CITY COUNCIL MINUTES
MEETING OF

RESIDENT NAME	ADDRESS JUN 01 1988	SIGNATURE
GERALD LEWIS	1524 S. LANDL	Gerald Lewis
Samuel Gonzalez	890 Bologna Dr	Samuel Gonzalez
Emmanuel D. Hays	1600 Belluno Ct	Emmanuel D. Hays
D. BARTHA	1608 Belluno Ct	Dominick Barilla
W. A. Nissen	1604 Belluno Ct	David Nissen
Shirley D.	1600 Belluno Ct	Shirley D.
James W.	1601 Belluno Ct	James W.
G. Wolfe	8909 Bologna	Gertrude Wolfe
Val H. Beto	8813 Bologna	Val H. Beto
William M. Gray	8808 Bologna	William M. Gray
Monica Shurti	8800 Bologna	Monica Shurti
Eugene Duff	8804 Resaro	Eugene Duff
Harold H.	1617 TRINIDAD	Harold H.
Victor J. Miklich	1609 Triviso	Victor J. Miklich
Joseph W. Roman	8800 BRUCE DR	Joseph W. Roman

As resident of Valley West IX and X, we would like to request an exemption to the 5 year moratorium on cutting city streets. It is our desire to have this matter placed on the next agenda, May 18, 1988, as time is of the utmost urgency in resolving this matter.

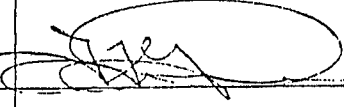
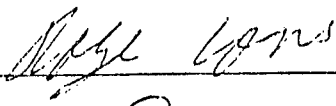
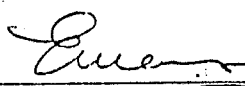
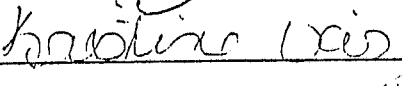
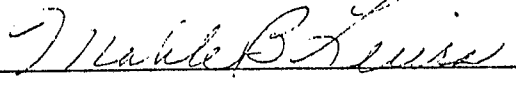
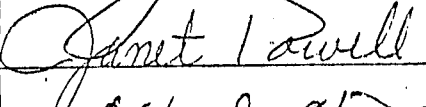
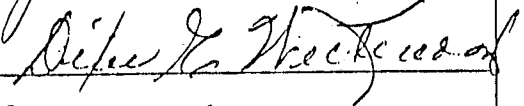
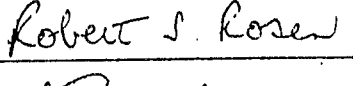
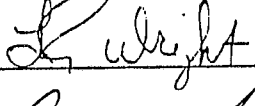
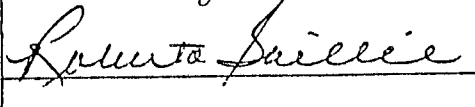
CITY COUNCIL MINUTES
MEETING OF

RESIDENT NAME	ADDRESS JUN 01 1988	SIGNATURE
Michael T. Moran	8804 Brescia	Michael Moran
Don McCutcheon	8804 Brescia	Don McCutcheon
J. Baillie	8817 Brescia	J. Baillie
J. Mangino	8821 Brescia	J. Mangino
John P. Magoffin	1532 Lucano	JOHN P. MAGOFFIN
Albert Smith Jr.	1528 W Lucano	Albert Smith Jr.
Ken Pope	1529 Lucano	Ken Pope
Karen Mendoza	1525 Lucano Ln	Karen Mendoza
Angie Don 148482	8812 SILVAGNI DR	Angie Don
Rene Minier	1524 Odette Lane	Rene Minier
MARTIN C DAVIS	1520 So. Odette Ln	Martin C Davis
Jim + Beth DiFiore	8816 SILVAGNI	Beth DiFiore
Ernie Walker	1612 Bellano	Ernie Walker
Jerry J. Corrington	1605 Bellano Ct.	Jerry J. Corrington
Don Johnson	8804 Brescia	Don Johnson

As resident of Valley West IX and X, we would like to request an exemption to the 5 year moratorium on cutting city streets. It is our desire to have this matter placed on the next agenda, May 18, 1988, as time is of the utmost urgency in resolving this matter.

CITY COUNCIL MINUTES

MEETING OF

RESIDENT NAME	ADDRESS	SIGNATURE
IRA GARDNER	8804 BOLOGNA DR.	
ROGER COMBS	8805 BOLOGNA DR.	
STEVE EMENS	8808 PESARO DR.	
Charles W Zittel	8812 PESARO DR.	
Kristine Lewis	8900 PESARO DR.	
Mark B Lewis	8908 PESARO	
Ed Zank	1621 TREVISO WAY	
JANET POWELL	1617 TREVISO WAY	
Dick & Ruthendof	1605 Treviso Way	
Robert S. Rosen	1601 TREVISO WAY	
LEON WRIGHT	8805 BRESCIA DR.	
ROBERTA BAILLIE	8817 BRESCIA DR.	

000188

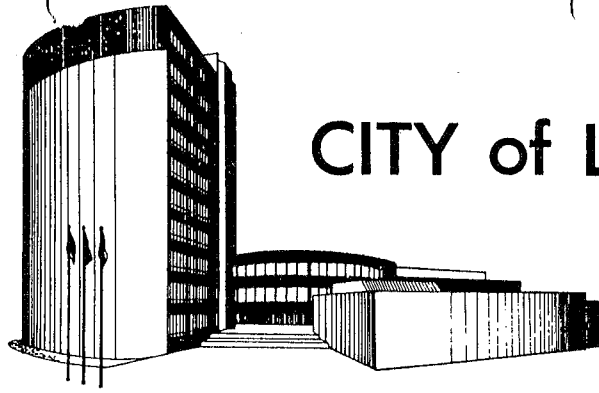
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CITY COUNCIL MINUTES
MEETING OF

RESIDENT NAME	ADDRESS JUN 01 1988	SIGNATURE
KOVACHOVICH	8720 W. PESARO	Kovachovich
KENNETH KELSO	8916 SILVANO DR	Kenneth Kelso
CHIRLEY HAWKINS	15405 SANDRO DR.	Chirley Hawkins
JAMES CRAMER	8920 W. DISCOURT DR	James Cramer
JOE H. BERRY	8609 CDETTE	Joe H. Berry
MARIE CHANTLEY	8913 PESARO	Marie Chantley
DEE O'NEIL	8905 PESARO	Dee O'Neil
W.B. BROWN	8809 PESARO	W.B. Brown
N. JACOLO	8805 PESARO	N. Jacolo
JOHN F. SULLIVAN	8741 PESARO	John F. Sullivan
HARRY ESOLDI	8709 PESARO	Harry Esoldi
ROBERT P. ZUR	1544 SILANDRO DR	Robert P. Zur
JOE TEVIAN	8721 PESARO DR	Joe Tevian

MAYOR RON LURIE
COUNCILMEN
BOB NOLEN
W. WAYNE BUNKER
STEVE MILLER
ARNIE ADAMSEN

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

August 21, 1987

Bailey and McGah
P. O. Box 28378
Las Vegas, Nevada 89126

RE: Valley West X, Unit 2
SUBDIVISION AGREEMENT AND
SURETY BOND

Gentlemen;

The City Council at a regular meeting held April 15, 1987, APPROVED the Final Map of Valley West X, Unit 2.

We have received from American Insurance Company, Surety Bond Number 6454538 in the amount of \$248,580.00. Two executed copies of this Surety Bond, along with two executed copies of the Subdivision Agreement are enclosed: one for your files, and one to be delivered to American Insurance Company.

Sincerely,

KATHLEEN M. TIGHE
City Clerk

KMT:jp

Encl.

cc: American Insurance Company
Dept. of Public Works/Land Development Services w/copy of
Subdivision Agreement and Surety Bond



CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

July 24, 1987

TO:

CITY CLERK

FROM:

SUBDIVISION ENGINEER

SUBJECT:

OFFSITE IMPROVEMENTS AND BOND
FOR "VALLEY WEST X UNIT 2"

COPIES TO:

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

VALLEY WEST X UNIT 2

By: Bailey & McGah

Name

P. O. Box 28378, Las Vegas, Nevada 89126

Address

Also attached is a SURETY BOND in the amount of \$248,580.00 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.



C. E. GILPIN
Subdivision Engineer

CEG:CT:hc

Enclosures:

SUBDIVISION AGREEMENT signed by James W. Hibbetts
SURETY BOND (#6454538) with the American Insurance Company

PARTNERSHIP CERTIFICATE

I, James W. Hibbetts certify that I am
Attorney-In-Fact for Wesley Bailey
(~~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~~)
Attorney-in-Fact for Wesley Bailey, a Partner
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 6th day of June, 1987, 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
Attorney-in-Fact for Wesley Bailey, a
general partner in the firm of Bailey & McGah, a General Partnership

that said firm consists of himself and as Attorney-in-Fact for Wesley Bailey,
who is a General Partner AND Ed McGah, a General Partner
; and that he executed

the foregoing instrument on behalf of said firm for the uses and purposes
stated herein.

Vicky S. Troy
Notary Public in and for the
County of Clark
State of Nevada

(NOTARIAL SEAL)



VICKY S. TROY
Notary Public - State of Nevada
CLARK COUNTY
My Appointment Expires Mar. 18, 1991

My Commission Expires: March 18, 1991

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

-----LAURINDA A. MARTIN-----

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 of Resident 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 31st day of January, 19 83.



THE AMERICAN INSURANCE COMPANY

By

Richard Williams
Vice-President

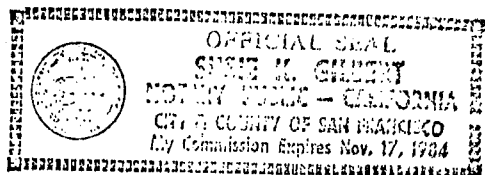
STATE OF CALIFORNIA,

} ss.

CITY AND COUNTY OF SAN FRANCISCO

On this 31st day of January, 19 83, before me personally came Richard Williams 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.



CERTIFICATE

Susan K. Gilbert
Notary Public

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 10th day of July, 19 87.



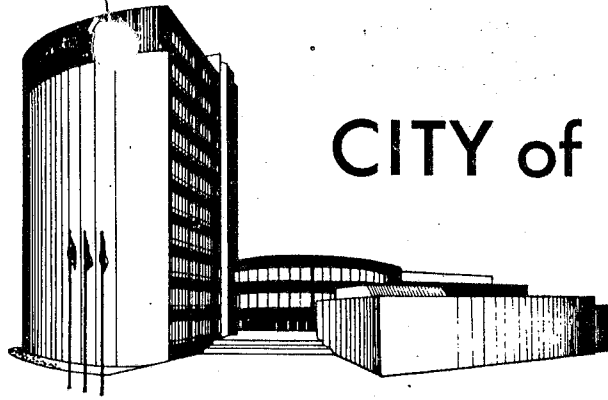
Laurinda A. Martin
Resident Assistant Secretary

MAYOR BILL BRIARE

COUNCILMEN
RON LURIE
AL LEVY
BOB NOLEN
W. WAYNE BUNKER

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

October 21, 1985

Bailey and McGah
P. O. Box 19102
Las Vegas, Nevada 89132

Re: Valley West IX, Unit 2
SUBDIVISION AGREEMENT AND
SURETY BOND

Gentlemen:

The City Council at a regular meeting held September 18, 1985, APPROVED the Final Map of Valley West IX, Unit 2.

We have received from Fireman's Fund Insurance Company, Surety Bond SC11110690 in the amount of \$326,050.00. Two executed copies of the Subdivision Agreement are enclosed: one for your files, and one to be delivered to Fireman's Fund Insurance Company.

Sincerely,

CAROL ANN HAWLEY
City Clerk

CAH:jp
Encl.

cc: Fireman's Fund Insurance Company
Dept. of Community Planning and Development
Land Development and Flood Control



INTER-OFFICE MEMORANDUM

Date

October 7, 1985

TO:

CITY CLERK

FROM:

SUBDIVISION ENGINEER

SUBJECT:

VALLEY WEST IX, UNIT NO. 2

COPIES TO:

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

VALLEY WEST IX, UNIT NO. 2

By:

Bailey & McGah

Name

P. O. Box 19102, Las Vegas, NV 89132

Address

Also attached is a SURETY BOND in the amount of \$326,050.00 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.

Charles Turk
for C. E. GILPIN
Subdivision Engineer

CEG:CT:bc

Enclosures:

Subdivision Agreement signed by James W. Hibbetts
Surety Bond (#SC11110690) with Fireman's Fund Insurance

RECEIVED
OCT 17 8 05 AM '85
CITY CLERK

PARTNERSHIP CERTIFICATE

I, James W. Hibbetts certify that I am
(~~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 (~~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)
James W. Hibbetts
(Partner, Agent)

STATE OF) Nevada
COUNTY OF) ss. Clark

On this 4th day of October, 1985, 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
Attorney in Fact general partner in the firm of Bailey & McGah

that said firm consists of himself and Ed McGah and Wes Bailey
; and that he executed
the foregoing instrument on behalf of said firm for the uses and purposes
stated herein.

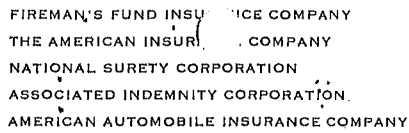


Barbara Baker Peyton
Notary Public-State of Nevada
CLARK COUNTY
My Appointment Expires June 8, 1988

Barbara Baker Peyton
Notary Public in and for the
County of Clark
State of Nevada

(NOTARIAL SEAL)

My Commission Expires:



360702-10-76
(LETTER SIZE)

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

-----J. MAXWELL-----

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 9th day of January, 19 84.



STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

} ss.

On this 9th day of January, 19 84, before me personally came Richard Williams, 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.

THE AMERICAN INSURANCE COMPANY

By

Richard Williams

Vice-President



OFFICIAL SEAL
SUSIE K. GILBERT
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires Nov. 17, 1984

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 27th day of Sept., 19 85.



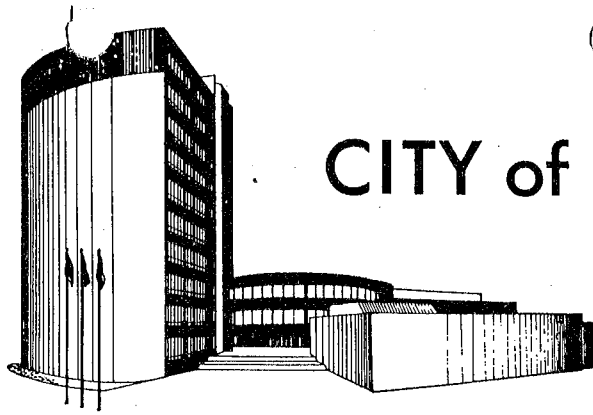
Loretta E. Prater

Resident Assistant Secretary

MAYOR BILL BRIARE

COUNCILMEN
RON LURIE
AL LEVY
BOB NOLEN
W. WAYNE BUNKER

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

April 30, 1987

Bailey and McGah
P. O. Box 28378
Las Vegas, Nevada 89126

RE: FINAL MAP
Valley West X, Unit 2

Gentlemen:

The City Council at a regular meeting held April 15, 1987, APPROVED the Final Map for Valley West X, Unit 2 for property located on the west side of Durango Drive, south of Charleston Boulevard, N-U Zone (under Resolution of Intent to R-1), subject to the following conditions:

1. Conformance with the conditions of approval for the Tentative Map.
2. Conformance with the Tentative Map.

Sincerely,

CAROL ANN HAWLEY
City Clerk

CAH:jp

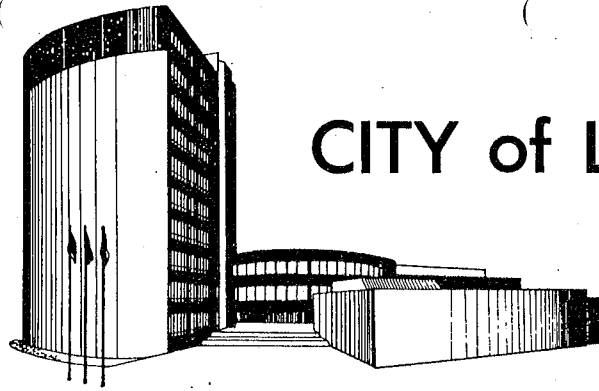
cc: Dept. of Community Planning and Development
Dept. of Building and Safety
Dept. of Fire Services
Dept. of Public Works
Land Development Services
Myron R. Welsh, VTN Nevada,
2300 Paseo Del Prado - A100
Las Vegas, Nevada 89102



MAYOR RON LURIE

COUNCILMEN
BOB NOLEN
W. WAYNE BUNKER
STEVE MILLER
ARNIE ADAMSEN

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

May 10, 1988

Bailey and McGah, a Nevada Partnership
P. O. Box 19102
Las Vegas, Nevada 89119

RE: Valley West X - Unit 1
RELEASE OF SUBDIVISION AGREEMENT
AND SURETY BOND

Gentlemen:

The City Council at a regular meeting held March 2, 1988, APPROVED the recommendation of the Department of Public Works that the above referenced subdivision be accepted, subject to the completion of the improvement correction list.

On May 10, 1988, the Department of Public Works accepted the improvement correction list for Valley West X - Unit 1 as having been completed in accordance with agreements and City standards.

Therefore, all liability of American Insurance Company, Surety Bond Number 6453498 is hereby released.

Sincerely,

KATHLEEN M. TIGHE
City Clerk

KMT:jp

Encl.

cc: American Insurance Company
Dept. of Public Works/Land Development Services w/copy of Subdivision
Agreement and Surety Bond



CITY OF LAS VEGAS

Date

INTER-OFFICE MEMORANDUM

May 10, 1988

TO:

CITY CLERK

FROM:

LAND DEVELOPMENT SERVICES
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

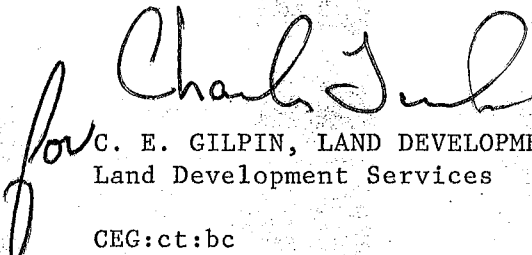
RELEASE OF SUBDIVISION BOND

COPIES TO:

G. PRESSWOOD
R. JONES
FILE

On March 2, 1988 the City Council accepted the improvements
for VALLEY WEST X - UNIT 1 subject to the completion
of the improvement correction list items for this subdivision. Please be
notified that these items have now been completed to the satisfaction of
the Department of Public Works.

It is recommended that the SURETY BOND (#6453498) with
AMERICAN INSURANCE AGENCY be released to the subdivider.

for 
C. E. GILPIN, LAND DEVELOPMENT ENGR.
Land Development Services

CEG:ct:bc

CITY CLERK

MAY 10 9 07 AM '88

RECEIVED

MARCH 2, 1988

AGENDA*City of Las Vegas*CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 14

ITEM		Council Action	Department Action
	IV. (g). DEPARTMENT OF PUBLIC WORKS (Cont'd.)		
	*A. ACCEPTANCE OF RIGHT-OF-WAY ITEMS (Cont'd.)		
1044	<u>4. RIGHT-OF-WAY GRANT</u> From: CITY OF LAS VEGAS, a Municipal Corporation of the State of Nevada To: Nevada Power Company For: Portion of the Southwest Quarter (SW$\frac{1}{4}$) of Section 25, T20S, R61E, M.D.M. for a power easement for the Metro Training Facility at the southwest corner of Mojave Road and Washington Avenue. 020-740-011 <u>5. RIGHT-OF-WAY GRANT</u> From: LEWIS HOMES OF NEVADA, A General Partnership To: City of Las Vegas For: A portion of Lot 2 as delineated on that certain Parcel Map on file in the Clark County, Nevada Recorder's Office as Page 91 of File 46 of Parcel Maps for a sewer easement for the Lewis Homes Lakeside Apartments at Desert Inn Road and Crystal Water Way. (2-15-88) 440-500-065	NOLEN - APPROVED Items A-1, A-2, A-3, A-4, and A-5. Unanimous See Above	Staff to proceed See Above
	*B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS		
	<u>1. THE BLUFFS UNIT 10A</u> (American West Development) Property generally located south of Sahara Avenue, west of Fort Apache Road, 75 Lots, 18.52 Acres, R-CL Zone. <u>2. THE BLUFFS UNIT 6B</u> (American West Development) Property generally located south of Sahara Avenue, east of Fort Apache Road, 64 Lots, 13.9 Acres, R-CL Zone. <u>3. VALLEY WEST X - UNIT 1</u> (Bailey & McGah) Property generally located south of Charleston Boulevard, west of Durango Drive, 41 Lots, 13.22 Acres, R-1 Zone. <u>4. GATES MILL PHASE #3</u> (Gates Mill Development Corp.) Property generally located south of Smoke Ranch Road, east of Tenaya Way, 29 Lots, 5.24 Acres, R-CL Zone.	NOLEN - APPROVED Items B-1, B-2, B-3, and B-4. Unanimous See Above See Above See Above	Staff to proceed See Above See Above See Above

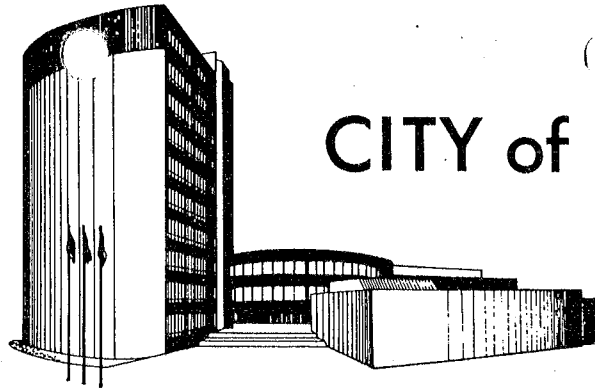
APPROVED AGENDA ITEM

Larry R. Burton

MAYOR BILL BRIARE

COUNCILMEN
RON LURIE
AL LEVY
BOB NOLEN
W. WAYNE BUNKER

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

April 2, 1987

Bailey and McGah, a Nevada Partnership
P. O. Box 19102
Las Vegas, Nevada 89119

RE: Valley West X - Unit 1
SUBDIVISION AGREEMENT AND SURETY BOND

Gentlemen:

The City Council at a regular meeting held March 4, 1987, APPROVED the Final Map of Valley West X.- Unit 1.

We have received from received from American Insurance Agency, Surety Bond Number 6453498 in the amount of \$282,700.00. Two executed copies of the Subdivision Agreement are enclosed: one for your files, and one to be delivered to American Insurance Agency.

Sincerely,

Carol Ann Hawley
CAROL ANN HAWLEY
City Clerk

CAH:jp

Encl.

cc: American Insurance Agency
Dept. of Public Works/Land Development Services w/copy of Subdivision Agreement and Surety Bond



CITY OF LAS VEGAS

Date

INTER-OFFICE MEMORANDUM

March 16, 1987

TO: CITY CLERK	FROM: SUBDIVISION ENGINEER
SUBJECT: SUBDIVISION AGREEMENT AND BOND FOR "VALLEY WEST X - UNIT 1"	COPIES TO:

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

VALLEY WEST X - UNIT 1

By: Bailey & McGah, a Nevada Partnership

Name

P. O. BOX 19102, Las Vegas, Nevada 89119

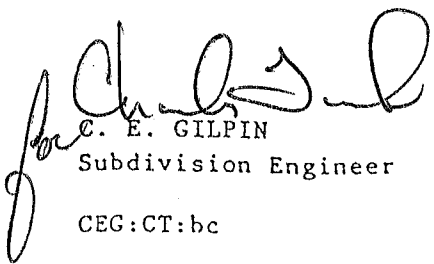
Address

Also attached is a SURETY BOND in the amount of \$282,700.00 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.


C. E. GILPIN

Subdivision Engineer

CEG:CT:hc

Enclosures:

SUBDIVISION AGREEMENT signed by James W. Hibbetts

SURETY BOND (#6453498) with the American Insurance Agency

RECEIVED

MAR 18 1987

CITY ATTORNEYS OFFICE

PARTNERSHIP CERTIFICATE

I, _____ certify that I am
(a Partner, the Agent) of the Partnership named as Subdivider in the fore-
going Agreement; that _____ 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. Hibbitts

STATE OF _____)
COUNTY OF _____) ss.

On this 5 day of March, 1987, before me
personally appeared _____,
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
general partner in the firm of _____

that said firm consists of himself and

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



SALLY PELHAM
Notary Public - State of Nevada
CLARK COUNTY
My Appointment Expires June 8, 1988

Sally Pelham
Notary Public in and for the
County of Clark
State of Nevada

(NOTARIAL SEAL)

My Commission Expires:

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

RONALD J. MARENGO, DONALD R. HERNBROTH, P. D. KNUDSEN, ROBERT P. MOSER and JOHN MALORZO, JR.
jointly or severally

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 7th day of October 19 85.



STATE OF CALIFORNIA
COUNTY OF MARIN

} ss.

THE AMERICAN INSURANCE COMPANY

By Richard Williams
Vice-President

On this 7th day of October, 19 85, before me personally came Richard Williams 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.



STATE OF CALIFORNIA
COUNTY OF MARIN

} ss.

Susie K. Gilbert
Notary Public

CERTIFICATE

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 County of Marin. Dated the 6th day of March, 19 87

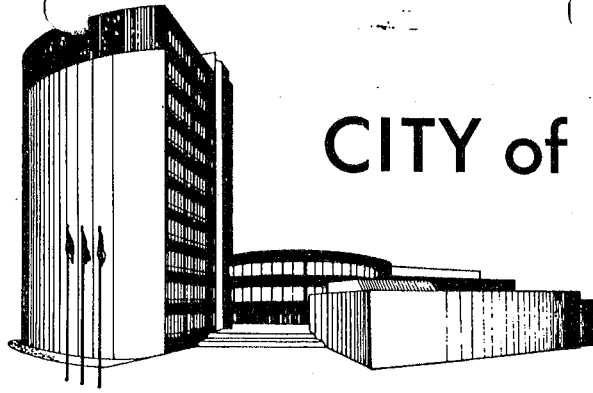


Luella E. Prater
Resident Assistant Secretary

MAYOR BILL BRIARE

COUNCILMEN
RON LURIE
AL LEVY
BOB NOLEN
W. WAYNE BUNKER

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

March 22, 1987

Mr. Robert N. Peccole
550 E. Charleston Blvd.
Las Vegas, Nevada 89104

RE: FINAL MAP
Valley West X, Unit 1

Dear Mr. Peccole:

The City Council at a regular meeting held March 4, 1987, APPROVED the Final Map for Valley West X, Unit 1 on property located on the west side of Durango Drive, south of Charleston Boulevard, N-U Zone (under Resolution of Intent to R-1), subject to the following conditions:

1. Conformance with the conditions of approval for the Tentative Map.
2. Conformance with the Tentative Map.

Sincerely,


CAROL ANN HAWLEY
City Clerk

CAH:jp

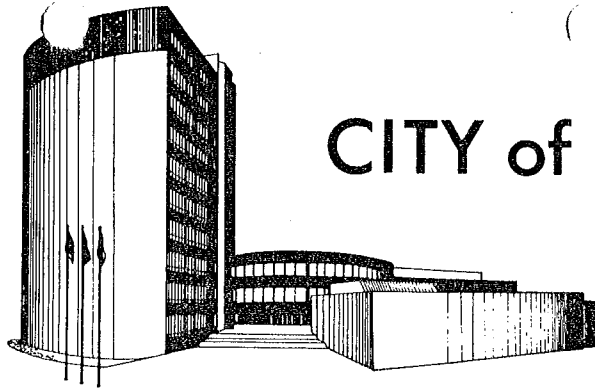
cc: Dept. of Community Planning and Development
Dept. of Fire Services
Dept. of Public Works
Dept. of Building and Safety
Land Development Services
Mr. Myron R. Welsh, VTN Nevada
2300 Paseo Del Prado, A-100
Las Vegas, Nevada 89102



MAYOR BILL BRIARE

COUNCILMEN
RON LURIE
AL LEVY
BOB NOLEN
W. WAYNE BUNKER

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

February 19, 1987

Mr. Robert N. Peccole
550 East Charleston Boulevard
Las Vegas, Nevada 89104

RE: FINAL MAP - VALLEY WEST X, UNIT 1

Dear Mr. Peccole:

The Final Map for Valley West X, Unit 1, located on the west side of Durango Drive, south of Charleston Boulevard, N-U Zone (under Resolution of Intent to R-1), was considered by the Planning Commission on February 12, 1987.

The Planning Commission unanimously voted to recommend APPROVAL, subject to:

1. Conformance with the Conditions of Approval for the Tentative Map.
2. Conformance with the Tentative Map.

This item will be considered by the City Council on March 4, 1987, at 2:00 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. The Council requires you or your representative to be present at this meeting.

Sincerely,

DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT

HAROLD P. FOSTER, DIRECTOR

HPF:erh

cc: Mr. Myron R. Welsh
VTN Nevada
2300 Paseo Del Prado, A-100
Las Vegas, Nevada 89102



MARCH 2, 1988

AGENDA*City of Las Vegas*CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 14

ITEM		Council Action	Department Action
1044	IV. (g). DEPARTMENT OF PUBLIC WORKS (Cont'd.)		
	*A. ACCEPTANCE OF RIGHT-OF-WAY ITEMS (Cont'd.)		
	4. RIGHT-OF-WAY GRANT		
	From: CITY OF LAS VEGAS, a Municipal Corporation of the State of Nevada	NOLEN -	Staff to proceed
	To: Nevada Power Company	APPROVED Items A-1, A-2, A-3, A-4, and A-5.	
	For: Portion of the Southwest Quarter (SW $\frac{1}{4}$) of Section 25, T20S, R61E, M.D.M. for a power easement for the Metro Training Facility at the southwest corner of Mojave Road and Washington Avenue.	Unanimous	
	020-740-011		
	5. RIGHT-OF-WAY GRANT	See Above	See Above
	From: LEWIS HOMES OF NEVADA, A General Partnership		
	To: City of Las Vegas		
	For: A portion of Lot 2 as delineated on that certain Parcel Map on file in the Clark County, Nevada Recorder's Office as Page 91 of File 46 of Parcel Maps for a sewer easement for the Lewis Homes Lakeside Apartments at Desert Inn Road and Crystal Water Way. (2-15-88) 440-500-065.		
	*B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS		
	1. THE BLUFFS UNIT 10A (American West Development)	NOLEN -	Staff to proceed
	Property generally located south of Sahara Avenue, west of Fort Apache Road, 75 Lots, 18.52 Acres, R-CL Zone.	APPROVED Items B-1, B-2, B-3, and B-4.	
		Unanimous	
	2. THE BLUFFS UNIT 6B (American West Development)	See Above	See Above
	Property generally located south of Sahara Avenue, east of Fort Apache Road, 64 Lots, 13.9 Acres, R-CL Zone.		
	3. VALLEY WEST X - UNIT 1 (Bailey & McGah)	See Above	See Above
	Property generally located south of Charleston Boulevard, west of Durango Drive, 41 Lots, 13.22 Acres, R-1 Zone.		
	4. GATES MILL PHASE #3 (Gates Mill Development Corp.)	See Above	See Above
	Property generally located south of Smoke Ranch Road, east of Tenaya Way, 29 Lots, 5.24 Acres, R-CL Zone.		

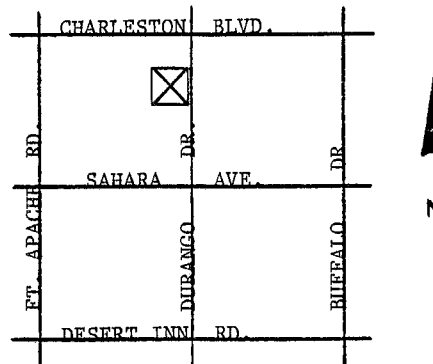
APPROVED AGENDA ITEM

Larry R. Burton

AGENDA DOCUMENTATION

TO:
The City CouncilFROM:
LARRY K. BARTON
DEPUTY CITY MANAGERSUBJECT:
ACCEPTANCE OF SUBDIVISION IMPROVEMENTSPURPOSE/BACKGROUND3. VALLEY WEST X - UNIT 1 (Bailey & McGah)

Property generally located south of Charleston Boulevard, west of Durango Drive, 41 Lots, 13.22 Acres, R-1 Zone.



All offsite improvements for this subdivision have been completed in accordance with the agreement and all City requirements. The improvements can be accepted subject to completion of the improvement correction list.

FISCAL IMPACT

None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL, subject to completion of the improvement correction list. Clerk to proceed.

[Signature]
RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

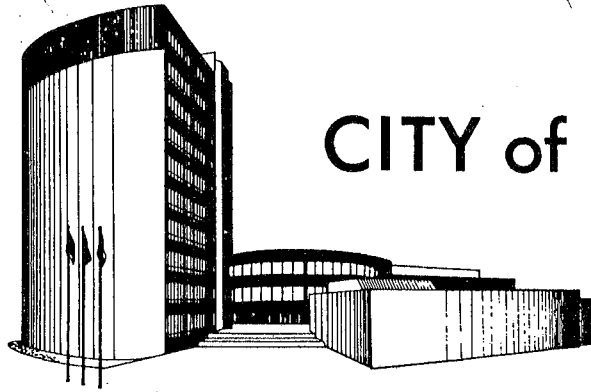
Agenda Item

IV.(g).*B.3.

MAYOR BILL BRIARE

COUNCILMEN
RON LURIE
AL LEVY
BOB NOLEN
W. WAYNE BUNKER

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

February 21, 1987

Mr. Robert N. Peccole, et al
550 E. Charleston Blvd.
Las Vegas, Nevada 89104

RE: TENTATIVE MAP
Valley West X

Dear Mr. Peccole:

The City Council at a regular meeting held February 4, 1987, APPROVED the Tentative Map for Valley West, located on the west side of Durango Drive, south of Charleston Boulevard, N-U Zone (proposed R-1), subject to the following conditions:

1. Approval of and conformance to the conditions of approval for zoning application Z-102-86.
2. Vehicular access to Durango Drive from the rear of the abutting residential lots is prohibited.
3. Approval of the tentative map shall be for no more than twelve (12) months. If a final map is not recorded on all or a portion of the area embraced by the tentative map within twelve (12) months of the approval of the tentative map, or an extension of time up to one year, is not granted for the tentative map, a new tentative map must be filed.
4. Street names to be provided in accord with the City's Street Name Policy.



Mr. Robert N. Peccole, et al
Tentative Map - Valle West X
February 21, 1987
Page -2-

5. Subject to all conditions of City departments and State Subdivision Statutes.

Sincerely,



CAROL ANN HAWLEY
City Clerk

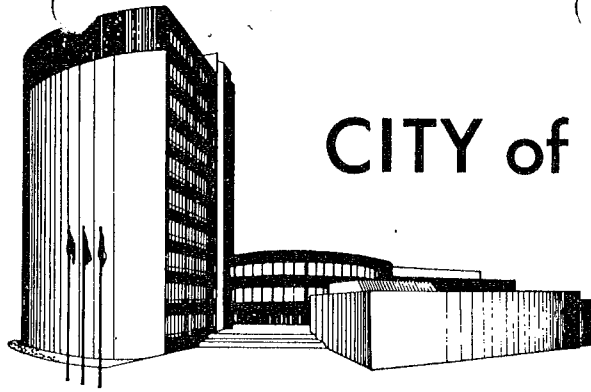
CAH:jp

cc: Dept. of Community Planning and Development
Dept. of Fire Services
Dept. of Public Works
Dept. of Building and Safety
Land Development Services
VTN Nevada, 2300 Paseo Del Prado, A-100
Las Vegas, Nevada 89102

MAYOR BILL BRIARE

COUNCILMEN
RON LURIE
AL LEVY
BOB NOLEN
W. WAYNE BUNKER

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

January 15, 1987

Mr. Robert N. Peccole, ET AL
550 East Charleston Boulevard
Las Vegas, Nevada 89104

RE: TENTATIVE MAP - VALLEY WEST X

Dear Mr. Peccole:

The Tentative Map for Valley West X, located on the west side of Durango Drive, south of Charleston Boulevard, N-U Zone (Proposed R-1), was considered by the Planning Commission on January 8, 1987.

The Planning Commission unanimously voted to recommend APPROVAL, subject to:

1. Approval of and conformance to the Conditions of Approval for Zoning Application Z-102-86.
2. Vehicular access to Durango Drive from the rear of the abutting residential lots is prohibited.
3. Approval of the Tentative Map shall be for no more than twelve months. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map within twelve (12) months of the approval of the Tentative Map, or an Extension of Time up to one year is not granted for the Tentative map, a new Tentative Map must be filed.
4. Street names to be provided in accord with the City's Street Name Policy.
5. Subject to all conditions of City departments and State Subdivision Statutes.

- Continued -



TO: Mr. Robert N. Peccole
RE: Tentative Map - Valley West X

January 15, 1987
Page Two

This item will be considered by the City Council on February 4, 1987, at 2:00 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. The Council requires you or your representative to be present at this meeting.

Sincerely,

DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT

A handwritten signature in dark ink, appearing to read "Harold P. Foster". The signature is fluid and cursive, with the first name "Harold" being more prominent than the last name "Foster".

HAROLD P. FOSTER, DIRECTOR

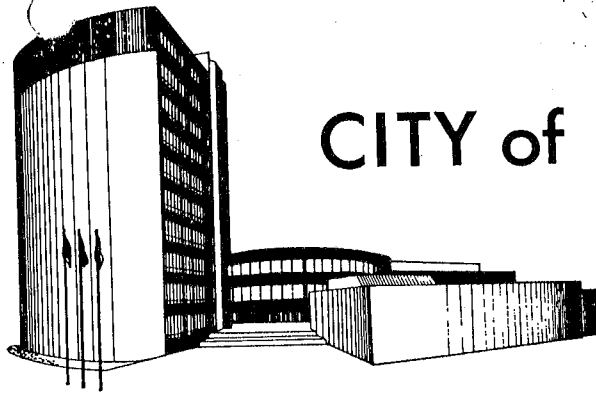
HPF:erh

cc: VTN Nevada
2300 Paseo Del Prado, A-100
Las Vegas, Nevada 89102

MAYOR BILL BRIARE

COUNCILMEN
RON LURIE
AL LEVY
BOB NOLEN
W. WAYNE BUNKER

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

April 13, 1987

Bailey and McGah, a Nevada Partnership
P. O. Box 19102
Las Vegas, Nevada 89119

RE: Valley West IX, Unit 2
RELEASE OF SUBDIVISION BOND

Gentlemen:

The City Council at a regular meeting held April 1, 1987, APPROVED the recommendation of the Department of Public Works that the above referenced subdiviion be accepted, subject to the completion of the improvement correction list.

On April 2, 1987, the Department of Public Works accepted the improvement correction list for Valley West IX, Unit 2 as having been completed in accordance with agreements and City standards.

Therefore, all liability of American Insurance Company, Bond Number SC11110690 is hereby released.

Sincerely,

CAROL ANN HAWLEY
City Clerk

CAH:jp

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



CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

4-2-87

TO:

CITY CLERK

FROM:

LAND DEVELOPMENT SERVICES
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

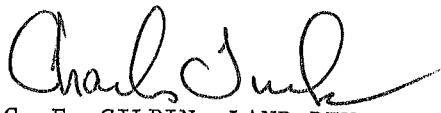
RELEASE OF SUBDIVISION BOND

COPIES TO:

G. PRESSWOOD
R. JONES
FILE

On April 1, 1987 the City Council accepted the improvements for VALLEY WEST 9 UNIT 2 subject to the completion of the improvement correction list items for this subdivision. Please be notified that these items have now been completed to the satisfaction of the Department of Public Works.

It is recommended that the SURETY BOND (#SC11110690) with Fireman's Fund Insurance Co. be released to the subdivider.


C. E. GILPIN, LAND DEVELOPMENT ENGR.
Land Development Services

CEG:ct:bc

CITY CLERK

APR 3 1 49 PM '87

RECEIVED

MAYOR BILL BRIARE

COUNCILMEN

RON LURIE

AL LEVY

BOB NOLEN

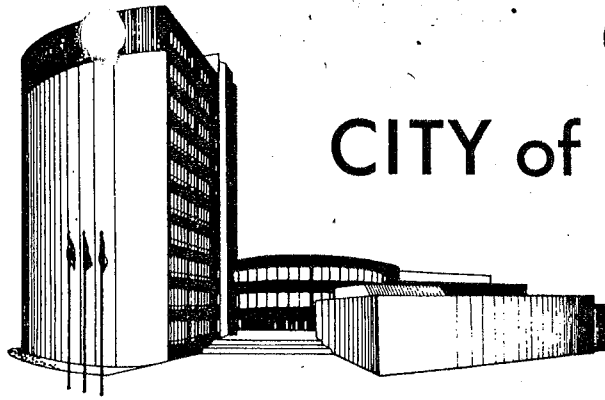
W. WAYNE BUNKER

CITY ATTORNEY

GEORGE F. OGILVIE

CITY MANAGER

ASHLEY HALL



CITY of LAS VEGAS

September 26, 1985

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

Re: FINAL MAP
Valley West IX, Unit No. 2

Gentlemen:

The City Council at a regular meeting held September 18, 1985, APPROVED the Final Map for Valley West IX, Unit No. 2 on property generally located south of Charleston Boulevard and east of Fort Apache Road, N-U Zone (under Resolution of Intent to R-PD8), subject to the following conditions:

1. Conformance to the conditions of approval for the Tentative Map.
2. Conformance with the Tentative Map.

Sincerely,

CAROL ANN HAWLEY
City Clerk

CAH:jp

cc: Dept. of Community Planning and Development
Dept. of Fire Services
Dept. of Building and Safety
Dept. of Public Works
Land Development and Flood Control



AGENDA*City of Las Vegas*

0225

September 18, 1985

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

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

- * CONSENT ITEM - Item A may be acted upon in motion.

Staff recommends APPROVAL of all items. The Planning Commission has recommended approval of Item A (subdivision map).

15:33

*A. FINAL MAP1. Valley West IX, Unit No. 2

Property generally located south of Charleston Boulevard and east of Fort Apache Road, N-U Zone (under Resolution of Intent to R-PD8).

Owner/Subdivider: Bailey & McGah

No. of Acres: 17.9 No. of Lots: 69

Subject to the following condition:

1. Conformance to the conditions of approval for the tentative map.

Levy -
APPROVED as recommended Items A, B, and C.
Unanimous

Clerk to notify & Planning to proceed

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
September 18, 1985 City Council Agenda

X.

*A. FINAL MAP

1. Valley West IX, Unit No. 2

The map conforms to the approved tentative map and to the Subdivision Regulations. The development is for single family homes in this R-PD8 zone.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

MAYOR BILL BRIARE

COUNCILMEN

RON LURIE

AL LEVY

BOB NOLEN

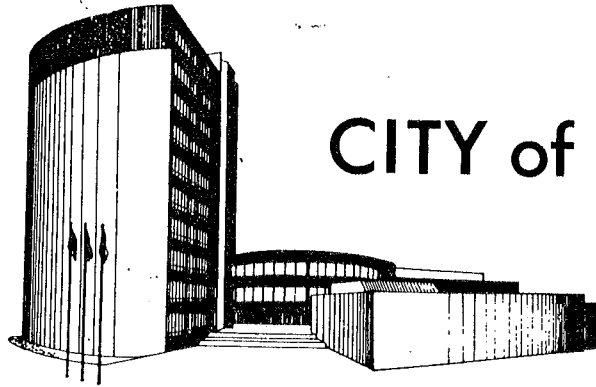
W. WAYNE BUNKER

CITY ATTORNEY

GEORGE F. OGILVIE

CITY MANAGER

ASHLEY HALL



CITY of LAS VEGAS

September 17, 1985

Bailey and McGah
P. O. Box 19102
Las Vegas, Nv 89119

RE: Final Map - Valley West IX, Unit No. 2

Gentlemen:

The Final Map for Valley West IX, Unit No. 2, on property generally located south of Charleston Boulevard and east of Fort Apache Road, N-U Zone (under Resolution of Intent to R-PD8) was considered by the City Planning Commission on September 12, 1985.

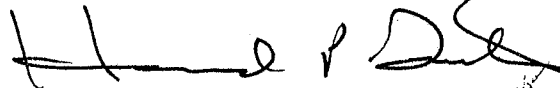
The Planning Commission unanimously voted to refer this item with a recommendation of APPROVAL, subject to the following conditions:

1. Conformance with the tentative map.
2. Conformance to the conditions of the approval for the tentative map.

This item will be considered by the City Council on September 18, 1985 at 2:00 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. The City Council requires you or your representative be present at this meeting.

Sincerely,

DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT


HAROLD P. FOSTER, DIRECTOR

HPF:lm

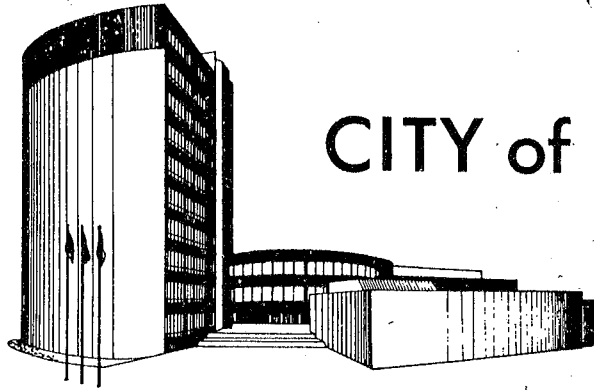


MAYOR BILL BRIARE

COUNCILMEN
RON LURIE
AL LEVY
BOB NOLEN
W. WAYNE BUNKER

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

August 18, 1986

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

RE: Valley West IX - Unit 1
RELEASE OF SUBDIVISION BOND

Gentlemen:

The City Council at a regular meeting held February 5, 1986, APPROVED the recommendation of the Department of Community Planning and Development, that the above referenced subdivision be accepted, subject to the completion of the improvement correction list.

On August 11, 1986, the Department of Community Planning and Development accepted the improvement correction list for Valley West IX - Unit 1 as having been completed in accordance with agreements and City standards.

Therefore, all funds remaining in "Valley West IX - Unit 1, Surety Bond (SC 6397805) are hereby released.

Sincerely,

Carol Ann Hawley
CAROL ANN HAWLEY
City Clerk

CAH:jp

Encl.

cc: American Insurance Company
Dept. of Finance and Computer Services
Dept. of Community Planning and Development
Land Development/Flood Control



INTER-OFFICE MEMORANDUM

Date

August 11, 1986

TO:	FROM:
CITY CLERK	LAND DEVELOPMENT & FLOOD CONTROL DIVISION COMMUNITY PLANNING & DEVELOPMENT
SUBJECT:	COPIES TO:
RELEASE OF SUBDIVISION BOND	

On February 5, 1986 the City Council accepted the improvements for VALLEY WEST IX - UNIT 1 subject to the completion of the improvement correction list items for this subdivision. Please be notified that these items have now been completed to the satisfaction of the Department of Community Planning & Development.

It is recommended that the SURETY BOND (#SC 6397805) with AMERICAN INSURANCE COMPANY be released to the subdivider.


C. E. GILPIN, Subdivision Engineer
Land Development & Flood Control Division

CEG:CT:bc

RECEIVED
AUG 15 2 51 PM '86
CITY CLERK

00247

AGENDA*City of Las Vegas*

February 5, 1986

Page 36

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

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)2:47 *B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS1. Valley West IX - Unit 1 - Bailey
and McGah

Property generally located on the east
side of Venetian Strada, south of Charleston
Boulevard, 12.25 acres, 48 lots, R-PD8
Zone.

Lurie -
APPROVED.
Unanimous

Staff to proceed



CITY COUNCIL MINUTES - FEBRUARY 5 1986

To: The City Council
Re: Community Planning and Development Agenda Item
February 5, 1986 City Council Agenda

X.

00248

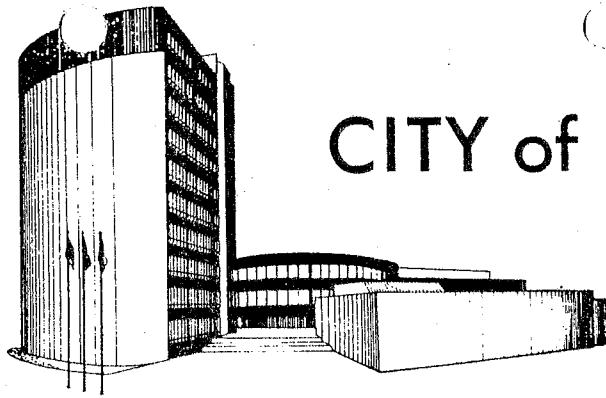
*B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

1. Valley West IX (Bailey & McGah)

All offsite improvements for this subdivision 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 BILL BRIARE
COUNCILMEN
RON LURIE
PAUL J. CHRISTENSEN
AL LEVY
BOB NOLEN
CITY ATTORNEY
GEORGE F. OGILVIE
CITY MANAGER
RUSSELL W. DORN



CITY of LAS VEGAS

July 29, 1983

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

Re: Valley West IX - Unit 1
SUBDIVISION AGREEMENTS &
SURETY BOND

Gentlemen:

The City Council at a regular meeting held April 20, 1983, APPROVED the final map of Valley West IX- Unit 1.

We have received from American Insurance Company, Surety Bond #SC 6397805, in the amount of \$232,220.00. Two executed copies of the Subdivision Agreement are enclosed: one for your files and one to be delivered to American Insurance Company.

Sincerely,

Carol Ann Hawley
CAROL ANN HAWLEY
CITY CLERK

CAH:mpk

cc: American Insurance Company
Dept. of Engineering Services w/copy of Subdivision Agreement &
Surety Bond



INTER-OFFICE MEMORANDUM

July 27, 1983

TO:

CITY CLERK

FROM:

SUBDIVISION ENGINEER

SUBJECT:

SUBDIVISION AGREEMENT AND
BOND FOR
"VALLEY WEST IX - UNIT 1

COPIES TO:

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

VALLEY WEST IX - UNIT 1

by

Bailey & McGah, A Nevada Partnership
Name

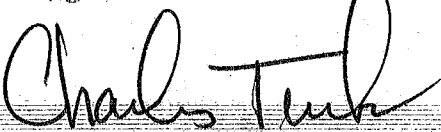
P. O. Box 19102 Las Vegas, Nevada 89119
Address

Also attached is a surety bond in the amount of \$ 232,220.00
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.



CHARLES TURK
Subdivision Engineer

CT:ss

Enclosures

Subdivision Agreement signed by James W. Hibbetts
Surety Bond #SC 6397805 with the American Insurance Company

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
JAMES W. HIBBETTS

Attorney-In-Fact

STATE OF NEVADA
COUNTY OF CLARK) ss.

On this 27th day of July, 1983, 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
general partner in the firm of BAILEY & MCGAH

that said firm consists of himself and Wes 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

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 20TH day of JULY, 19 83.



R. J. Snyder
Resident Assistant Secretary

AGENDA*City of Las Vegas*

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

April 20, 1983 0107
Page 20

ITEM

Commission Action

Department Action

IV (i). DEPARTMENT OF ENGINEERING SERVICESC. E. GILPIN, 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. Oeste Villas Unit 2. (Villa Bonita Oeste Corp., property generally located on the east side of Michael Way, south of Lake Mead Blvd., No. of acres: 6.2, No. of lots: 27, Zoned R-1)

2. Valley West IX - Unit 1. (Bailey & McGah, property generally located on the east side of Venetian Strada, south of Charleston Blvd., No. of acres: 12.25, No. of lots: 48, Zoned RPD-8)

3. Park Vista Unit No. 5. (Metropolitan Development, property generally located east of Lorenzi Blvd., south of Lake Mead Blvd., No. of acres: 5.04, No. of lots: 36, Zoned RPD-8)

4. Park Vista Unit No. 6. (Metropolitan Development, property generally located east of Lorenzi Blvd., south of Lake Mead Blvd., No. of acres: 7.98, No. of lots: 55, Zoned RPD-8)

Lurie -
APPROVED
Items A, B, & C
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

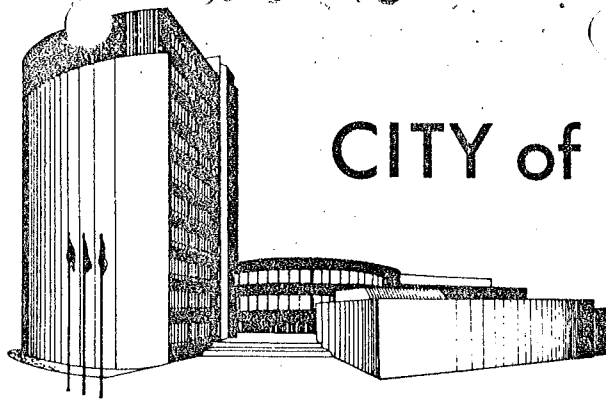
SUB-1068
5-16-14

MAYOR BILL BRIARE

COUNCILMEN
RON LURIE
AL LEVY
BOB NOLEN
W. WAYNE BUNKER

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

August 19, 1985

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

Re: TENTATIVE MAP
Valley West IX

Gentlemen:

The City Council at a regular meeting held August 7, 1985, APPROVED the Tentative Map for Valley West IX on property generally located on the east side of Fort Apache Road, south of Charleston Boulevard, N-U Zone (under Resolution of Intent to R-PD8), subject to the following conditions:

1. Conformance to the conditions of Z-34-81.
2. No vehicular access to Fort Apache Road or Peccole Strada from the abutting lots.
3. Provide a drainage and flood analysis as required by the Department of Community Planning and Development.
4. A waiver be permitted for the length of Block 4.
5. If a wall is constructed on an exterior boundary street, the CC&R's shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall.



Bailey and McGah
Tentative Map - Valley West IX
August 19, 1985
Page -2-

6. Approval of the tentative map shall be for no more than twelve (12) months. If a final map is not recorded on all or a portion of the area embraced by the tentative map within twelve (12) months of the approval of the tentative map, or an extension of time up to one year, is not granted for the tentative map, a new tentative map must be filed.
7. Street names to be provided in accord with the City's Street Name Policy.
8. Subject to all conditions of City departments and State Subdivision Statutes.

Sincerely,


CAROL ANN HAWLEY
City Clerk

CAH:jp

cc: Dept. of Community Planning and Development
Dept. of Fire Services
Dept. of Design and Development
Dept. of Building and Safety
Land Development and Flood Control

AGENDA*City of Las Vegas*

August 7, 1985

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

Page 50

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)*A: TENTATIVE MAP4. Valley West IX

Property generally located on the east side of Fort Apache Road, south of Charleston Boulevard, N-U Zone (under Resolution of Intent to R-PD8).

Owner/Subdivider: Bailey & McGah

No. of Acres: 17.9 No. of Lots: 69

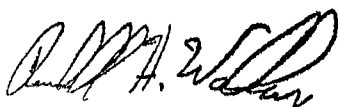
Subject to the following conditions:

1. Conformance to the conditions of Z-34-81.
2. No vehicular access to Fort Apache Road or Peccole Strada from the abutting lots.
3. Provide a drainage and flood analysis as required by the Department of Community Planning and Development.
4. A waiver be permitted for the length of Block 4.
5. If a wall is constructed on an exterior boundary street, the CC&Rs shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall.

Lurie -
APPROVED Items A.1,
A.2, A.4, B.1, C.1,
C.2, C.3, D.1, D.2,
D.3, D.4, D.5, D.6,
E.1, subject to
t conditions and Item
A.3 ABEYANCE,
Unanimous

Clerk to notify &
Planning to proceed.

APPROVED AGENDA ITEM



To: The City Council
Re: Community Planning and Development Agenda Item
August 7, 1985 City Council Agenda

X.

0355

A. TENTATIVE MAP

4. Valley West IX

The tentative map substantially conforms to the subdivision regulations except that a waiver is requested for the length of one block. The increased length is acceptable in relation to the subdivision layout.

Planning Commission Recommendation: APPROVAL

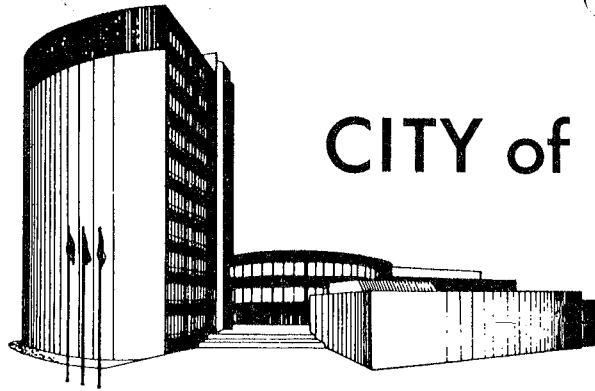
Staff Recommendation: APPROVAL

MAYOR BILL BRIARE

COUNCILMEN
RON LURIE
AL LEVY
BOB NOLEN
W. WAYNE BUNKER

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

July 12, 1985

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

RE: Tentative Map - Valley West IX

Dear Sirs:

The Tentative Map for Valley West IX on property generally located on the east side of Fort Apache Road, south of Charleston Boulevard, N-U Zone (under Resolution of Intent to R-PD8) was considered by the City Planning Commission on July 11, 1985.

The Planning Commission unanimously voted to refer this item with a recommendation of APPROVAL, subject to the following conditions:

1. Conformance to the conditions of approval for Z-34-81.
2. No vehicular access to Fort Apache Road or Peccole Strada from the abutting lots.
3. Provide a drainage and flood analysis as required by the Department of Community Planning and Development.
4. A waiver be permitted for the length of Block 4.
5. If a wall is constructed on an exterior boundary street, the CC&Rs shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall.

- continued -



TO: Bailey & McGah
RE: Tentative Map - Valley West IX

July 12, 1985
Page Two

6. Approval of the tentative map shall be for no more than twelve (12) months. If a final map is not recorded on all or a portion of the area embraced by the tentative map within twelve (12) months of the approval of the tentative map, or an extension of time up to one year, is not granted for the tentative map, a new tentative map must be filed.
7. Street names to be provided in accord with the City's Street Name Policy.
8. Subject to all conditions of City departments and State Subdivision Statutes.

This item will be considered by the City Council on August 7, 1985 at 2:00 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. The Council requires you or your representative be present at this meeting.

Sincerely,

DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT
HAROLD P. FOSTER, DIRECTOR

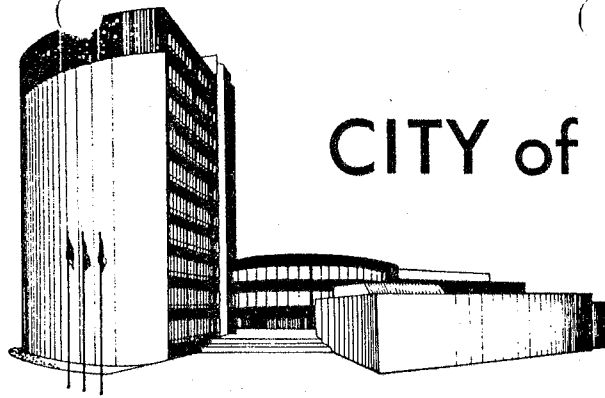


HOWARD A. NULL, CHIEF
PLANNING DIVISION

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

March 7, 1983

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

Re: TENTATIVE MAP
Valley West IX

Gentlemen:

The Board of City Commissioners at a regular meeting held March 2, 1983, APPROVED the Tentative Map on property generally located on the west side of Odette Lane, south of Charleston Boulevard, N-U Zone (under Resolution of Intent to R-PD8), subject to the following conditions:

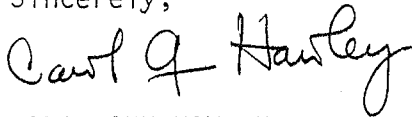
1. Approval of the tentative map shall be for no more than twelve (12) months. If a final map is not recorded on all or a portion of the area embraced by the tentative map within (12) months of the approval of the tentative map, or an extension of time up to one year, is not granted for the tentative map, a new tentative map must be filed.
2. Conformance to the conditions of approval for Z-34-81.
3. No vehicular access to Venetian Strada and Peccole Strada from the abutting lots.
4. Approval of the drainage plan by the Department of Public Services.
5. If a wall is constructed on an exterior boundary street, the CC&R's shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall.



Bailey and McGah
Tentative Map - Valley West IX
March 7, 1983
Page -2-

6. A waiver be permitted for the length of Block 4 which exceeds design requirements.
7. Street names to be provided in accord with the City's Street Name Policy.
8. Subject to all conditions of City departments and State Sub-division Statutes.

Sincerely,



CAROL ANN HAWLEY
City Clerk

CAH:jp

cc: Dept. of Community Planning and Development
Dept. of Public Services
Dept. of Building and Safety
Dept. of Fire Services

City of Las Vegas

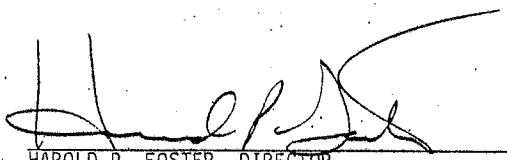
AGENDA DOCUMENTATION

Date: February 18, 1983

TO: The Board of City Commissioners

FROM: DON J. SAYLOR, AICP
DEPUTY CITY MANAGERSUBJECT: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEMS
MARCH 2, 1983 CITY COMMISSION AGENDAPURPOSE/BACKGROUNDSUMMARY OF ITEMS - SEE BACKUP MATERIAL

- Item A - Tentative Map - Valley West IX
- Item B - Request for Rolled Curb and Gutter - Willowcrest Unit 1
- Item C - Extension of Time - Z-2-82 - Joyce J. Bonanto
- Item D - Plot Plan Review - Z-34-77 - George Bean
- Item E - Abeyance Item - Zone Change - Z-3-83 - Charles R. McHaffie
- Item F - Variance - V-2-83 - Charles R. McHaffie, Et Ux
- Item G - Zone Change - Z-7-83 - Allen and Brenda Nel
- Item H - Zone Change - Z-6-83 - Darryl and Patti Leavitt
- Item I - Zone Change - Z-9-83 - Bivins Construction Co., Inc.
- Item J - Zone Change - Z-5-83 - Decatur Investment
- Item K - Zone Change - Z-8-83 - Lied Distributing Co. on Behalf of Metropolitan Development

FISCAL IMPACT No Funding RequiredRECOMMENDATIONS See Attachments
HAROLD P. FOSTER, DIRECTORDISPOSITIONApproved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item

X.

ITEM

Commission Action

Department Action

**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)**

A. TENTATIVE MAP - VALLEY WEST IX

Property generally located on the west side of Odette Lane, south of Charleston Boulevard, N-U Zone (under Resolution of Intent to R-PD8).

Owner/Subdivider: Bailey and McGah

No. of Acres: 30.16 No. of Lots: 117

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Conformance to the conditions of approval for Z-34-81.
2. No vehicular access to Venetian Strada and Peccole Strada from the abutting lots.
3. Approval of the drainage plan by the Department of Public Services.
4. If a wall is constructed on an exterior boundary street, the CC&R's shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall.
5. A waiver be permitted for the length of Block 4 which exceeds design requirements.

Staff Recommendation: APPROVAL

Lurie -
APPROVED as recommended by staff and Planning Commission.
Unanimous

Clerk to notify and Planning to proceed

APPROVED AGENDA ITEM

To: The Board of City Commissioners
Re: Community Planning and Development Agenda Item
March 2, 1983 City Commission Agenda

X.

A. TENTATIVE MAP - VALLEY WEST IX

This map substantially conforms to the Subdivision Regulations and is in order to be approved.

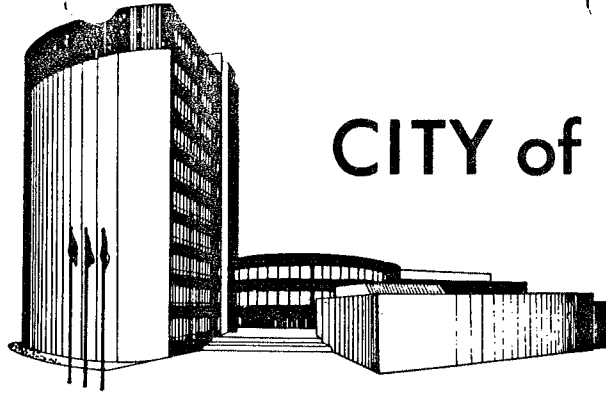
PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

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

February 11, 1983

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

RE: Tentative Map - Valley West IX

Gentlemen:

The Tentative Map for Valley West IX on property generally located on the west side of Odette Lane, south of Charleston Boulevard, N-U Zone (under Resolution of Intent to R-PD8), was considered by the City Planning Commission on February 10, 1983.

The Commission voted to refer this item with a recommendation of APPROVAL, subject to the following conditions:

1. Approval of the tentative map shall be for no more than twelve (12) months. If a final map is not recorded on all or a portion of the area embraced by the tentative map within twelve (12) months of the approval of the tentative map, or an extension of time up to one year, is not granted for the tentative map, a new tentative map must be filed.
2. Conformance to the conditions of approval for Z-34-81.
3. No vehicular access to Venetian Strada and Peccole Strada from the abutting lots.
4. Approval of the drainage plan by the Department of Public Services.
5. If a wall is constructed on an exterior boundary street, the CC&R's shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall.
6. A waiver be permitted for the length of Block 4 which exceeds design requirements.



Bailey & McGah
February 11, 1983
Page Two
RE: Tentative Map - Valley West IX

7. Street names to be provided in accord with the City's Street Name Policy.
8. Subject to all conditions of City departments and State Subdivision Statutes.

This item will be considered by the Board of City Commissioners on March 2, 1983 at 2:00 P.M. in the Commission Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. The Commission requires that you or your representative be present at this meeting.

Sincerely,

DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT
HAROLD P. FOSTER, DIRECTOR



HOWARD A. NULL
Chief of Planning

HAN:HPF:cme
cc: City Clerk



FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
HOME OFFICE, SAN FRANCISCO, CALIFORNIA

BOND NO 11127301361
PREMIUM: \$180100

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, BAILEY & MCGAH, A NEVADA PARTNERSHIP

as Principal and THE AMERICAN INSURANCE COMPANY

a corporation organized under the laws of the State of NEBRASKA
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 FIFTEEN THOUSAND AND NO/100THS *****

***** DOLLARS,

(\$15,000.00****) 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: RECONSTRUCTION OF NORTH WEST CORNER OF INTERSECTION
OF CIMMARON AND DEL REY TO INCLUDE HALF-CROSSGUTTER CROSSING NORTH HALF OF
DEL REY AND MATCHING ASPHALT TRANSITION. VALLEY WEST II-4

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 JANUARY, 1996.

BAILEY & MCGAH, A NEVADA PARTNERSHIP
Principal

By: James W. Hibel

THE AMERICAN INSURANCE COMPANY
Surety

By: James P. Wieking
JAMES P. WIEKING
Attorney-in-Fact

COUNTERSIGNED BY:

By: James D. Eller
Nevada Resident Agent

1 OFF-SITE IMPROVEMENTS AGREEMENT
2 (SUBDIVISION)
3

4 THIS OFF-SITE IMPROVEMENTS AGREEMENT (the "Agreement"
5 herein), made and entered into this 15TH day of NOVEMBER
6 1991, by and between the CITY OF LAS VEGAS, a municipal cor-
7 poration of the State of Nevada (hereinafter referred to as the
8 "City"), and BAILEY & MCGAH, P.O. BOX 28378,
9 LAS VEGAS, NV 89126 (hereinafter referred to
10 as the "Owner"),
11

12 W I T N E S S E T H:

13 WHEREAS, the Owner is the owner of record of that cer-
14 tain real property that is located within the corporate boun-
15 daries of the City at WEST SIDE OF CIMARRON ROAD
16 BETWEEN CHARLESTON BLVD. & OAKLEY BLVD.
17 (the "Property" herein); and

18 WHEREAS, the Planning Commission of the City, at a
19 meeting thereof that was held on JAN. 24, 1989, conditionally
20 approved the tentative map of VALLEY WEST XI PHASE 4
21 _____, a proposed subdivision of the
22 Property; and

23 WHEREAS, said Planning Commission, at a meeting thereof
24 that was held on JUN. 13, 1991, approved the final map of
25 VALLEY WEST XI PHASE 4, sub-
26 ject to the construction and installa-tion of certain off-site
27 improvements (the "Improvements" herein), as the same are
28 required by Title 18 of the Las Vegas Municipal Code and as the
29 same are more partic-ularly described in the Bond and Fee Form
30 that is attached as Exhibit "A" hereto, and, as a condition pre-
31 cedent to the recording of such final map, required the execution
32 by the Owner of an agreement that provides for the construction

1 and installation by the Owner of the Improvements; and

2 WHEREAS, by its execution of this Agreement, the Owner
3 intends to bind and obligate itself and its heirs, successors and
4 assigns to install the Improvements in the manner and at the
5 times that are hereinafter set forth;

6 NOW, THEREFORE, for and in consideration of the premises,
7 of the mutual promises and agreements that are hereinafter con-
8 tained and of other good and valuable considerations, the receipt
9 and sufficiency of which is hereby acknowledged by each of the
10 parties hereto, said parties do hereby agree as follows:

11 1. COVENANT OF INSTALLATION AND WORKSITE CLEAN-UP:
12 The Owner, for itself, its heirs, successors and assigns, hereby
13 covenants and agrees that:

14 (A) At its sole cost and expense, the Owner shall
15 install all of the Improvements strictly in accordance with plans
16 and specifications that are approved by the City pursuant to
17 Paragraph 2 hereof.

18 (B) Prior to the final acceptance of the Improvements
19 by the City, and as a condition thereof, the Owner shall, at its
20 sole cost and expense and to the City's satisfaction, remove all
21 rubbish, trash, debris, surplus material and equipment from the
22 area that is subject to this Agreement and the adjacent proper-
23 ties (collectively, the "Worksite" herein).

24 2. PLANS AND SPECIFICATIONS: The Owner agrees to sub-
25 mit to the City, and, prior to the commencement of the construc-
26 tion, obtain the approval by the City of, the plans and
27 specifications for the Improvements, including without limitation
28 the street plans and profiles, typical street sections, sewer
29 plans and profiles, electric light layout and architectural
30 arrangements of the housing units. The Owner hereby assumes full
31 and complete responsibility for the accuracy of such plans and
32 specifications, and any subsequent approval thereof by the City

1 shall not relieve the Owner of such responsibility.

2 3. NOTIFICATION AND INSPECTIONS: (A) The Owner
3 agrees to notify the City Engineer, not less than twenty-four
4 (24) hours in advance of the time when such work is anticipated
5 to commence, of the anticipated date and the hour for the com-
6 mencement of work with respect to any of the following items:

7 Laying of utility lines and storm drains;

8 Backfilling of utility line trenches & storm drain
9 trenches;

10 Placing concrete for curb, gutter, sidewalk, valley
11 gutter storm drain structures, manholes and
12 street lighting foundations;

13 Excavation for roadway;

14 Placing of Type I gravel base course;

15 Placing of Type II gravel base course;

16 Priming base course;

17 Placing asphalt concrete surfacing;

18 Sealing pavements (fog seal or open grade
19 surfacing); and

20 Installing street lighting.

21 (B) If, after such notice has been given, conditions
22 develop that delay the commencement of such work for more than
23 two (2) hours, the Owner agrees to notify the City Engineer of
24 such delay.

25 (C) It is understood and agreed that, should the Owner
26 suspend work on any of such items for a period that is longer
27 than overnight, Saturdays, Sundays and holidays excepted, a new
28 notification shall be made to the City Engineer before work may
29 recommence with respect to any of such items.

30 4. STATEMENT OF INSPECTION: Whenever the City
31 Engineer, or his authorized representative, inspects any of the
32 work that is described in Paragraph 3 above and finds that such

1 work has been performed in a satisfactory manner for incor-
2 poration into the completed project, the City Engineer, or his
3 authorized representative, shall issue a statement of inspection
4 which shall permit the Owner to proceed with the next phase of
5 the construction; provided, however, that the inspection and
6 approval of any phase of the work shall not relieve the Owner of
7 its responsibility for the proper construction, installation and
8 maintenance of the work, materials and equipment, in accordance
9 with the standards that are set forth in Paragraph 8 hereof, or
10 abridge the right of the City to require the correction of faulty
11 workmanship or the replacement of defective materials at any time
12 during the course, or subsequent to the completion, of the work,
13 notwithstanding the fact that the construction has proceeded
14 according to plans and specifications that have been approved by
15 the City. Ordinarily, not less than one continuous block of any
16 item of the work will be inspected or approved. Should subsur-
17 face conditions, including without limitation excess water, clay
18 salts, voids or similar defects, subsequently be discovered, the
19 City may require the Owner, at the Owner's sole cost and expense,
20 to alter its plans and specifications for any further construc-
21 tion or to correct, change or reconstruct the area that is
22 affected by such conditions, or to take both of such actions.

23 5. UTILITIES: The Owner agrees, at its sole cost and
24 expense, to make any adjustment in the construction and installa-
25 tion of the Improvements which is necessary in order to accom-
26 modate the location of all existing utilities or, in the
27 alternative and with the approval of the utility company that
28 owns such utilities, to adjust such utilities in order to avoid
29 any conflict between them and the Improvements.

30 6. MAPS AND PLANS: The Owner agrees to furnish to the
31 City, upon the completion of the Improvements, the following
32 information: (i) a map which accurately depicts by lettered

1 dimensions the location of all manholes, the location, size and
2 depth of all sewer mains and the location of all laterals and
3 wyes for the connection of house service lines, (ii) street plans
4 and profiles, (iii) sewer plans and profiles, (iv) street section
5 plans, (v) electrical light layout plans and (vi) such other
6 plans, drawings or maps as may be requested by the City Engineer.

7 7. FINAL APPROVAL: (A) The City Council shall not
8 approve or accept the Improvements as a completed project, not-
9 withstanding any prior approval, pursuant to Paragraph 4 above,
10 of any phase of the construction until a final inspection has
11 been made by the City Engineer and he is satisfied that all of
12 the work thereon has been performed in a satisfactory manner.
13 The City hereby reserves the right to require the correction by
14 the Owner of any portion of the Improvements that does not comply
15 with the standards that are set forth in Paragraph 8 hereof.

16 (B) It is expressly understood and agreed by the Owner
17 that final inspection and the approval by the City Council of the
18 Improvements do not relieve the Owner of its responsibility for
19 latent defects in the work.

20 8. STANDARDS OF CONSTRUCTION AND INSTALLATION: The
21 Owner agrees that the construction and installation of the
22 Improvements shall be in accordance with all applicable ordinances
23 and regulations of the City, including without limitation the
24 Uniform Standard Drawings for Public Works Construction, Clark
25 County Area, and the Uniform Standard Specifications for Public
26 Works Construction, Clark County Area, that are in effect on the
27 date of the execution of this Agreement.

28 9. DATE OF COMPLETION: The construction of the
29 Improvements shall commence within 30 days after the date of
30 the execution of this Agreement and shall be completed, and all
31 rubbish, trash, debris, surplus material and equipment removed
32 from the Worksite, within 12 months thereafter.

1 10. DEFAULT: In the event the Owner fails to complete
2 the Improvements and the clean-up of the Worksite within the
3 period that is prescribed in Paragraph 9 above, the City may, at
4 its option, proceed to complete the Improvements and to remove
5 all rubbish, trash, debris, surplus material and equipment from
6 the Worksite at the expense of the Owner or pursue its remedies
7 under the performance security that is provided for in Paragraph
8 11 hereof, or take both of such actions.

9 11. PERFORMANCE SECURITY: (A) In order to secure the
10 faithful performance of all of the terms, conditions and cove-
11 nants of this Agreement, the Owner agrees to execute and deliver
12 to the City a performance bond which is issued by a surety com-
13 pany that is authorized to transact business within the State of
14 Nevada and is in a form that is approved by the City Attorney.
15 Said performance bond shall name the City as the obligee thereof,
16 shall be in a penal sum that is equal to the estimated full cost
17 of the Improvements, plus the estimated cost of the clean-up of
18 the Worksite, shall be conditioned that the Owner shall complete
19 the Improvements and the clean-up of the Worksite within the
20 period that is provided in Paragraph 9 above or, in the event of
21 the default of the Owner so to do, that the proceeds of said bond
22 may, at the option of the City, be used for the payment of the
23 completion of the Improvements and the clean-up of the Worksite
24 upon the City's exercise of its option to complete the same and
25 shall provide that any application to the surety for the release
26 thereof shall not be granted unless such application is accom-
27 panied by a writted statement by the City Engineer to the effect
28 that all of the work that is required of the Owner hereunder has
29 been completed in a satisfactory manner, is in full accordance
30 with the terms hereof and has been accepted by the City Council.
31 (B) In lieu of providing the performance bond that is
32 required by subparagraph (A) of this Paragraph 11, the Owner may

1 (i) enter into an agreement with the City and a local financial
2 institution that is acceptable to the City, which agreement shall
3 provide, generally, that an amount that is equal to the estimated
4 full cost of the Improvements, plus the estimated cost of the
5 clean-up of the Worksite, has been deposited in or credited to an
6 account with such financial institution and is dedicated specifi-
7 cally and solely for the purpose of securing the completion of
8 the construction and installation of the Improvements and the
9 removal of all rubbish, trash, debris, surplus material and
10 equipment from the Worksite and that such financial institution
11 will not disburse funds from such account except upon requests
12 that are signed jointly by the Owner and the City and will retain
13 ten percent (10%) of the funds in such account until it receives
14 a written statement by the City Engineer to the effect that all
15 of the work that is required of the Owner hereunder has been
16 completed in a satisfactory manner, is in full accordance with
17 the terms hereof and has been accepted by the City Council; (ii)
18 deliver to the City a first deed of trust, which names the City
19 as the beneficiary thereof, on real property that is situate
20 within or near the corporate boundaries of the City and has an
21 appraised value that is equal to at least one hundred forty per-
22 cent (140%) of the estimated full cost of the Improvements, plus
23 the estimated cost of the clean-up of the Worksite, and in which
24 the Owner or the trustor, if someone other than the Owner owns
25 the real property that is subject to such deed of trust,
26 acknowledges that such deed of trust is given to the City as
27 security for the faithful performance by the Owner of all of the
28 terms, conditions and covenants on its part to be performed pur-
29 suant to this Agreement; or (iii) deposit with the City, in cash
30 or in government securities that are approved by the City, an
31 amount that is equal to the estimated full cost of the
32 Improvements, plus the estimated cost of the clean-up of the

1 Worksite.

2 12. Upon the Owner's delivery to the City of the per-
3 formance security that is required by Paragraph 11 above, and the
4 acceptance thereof by the City, the City shall perform all such
5 acts as may be required of it in order to permit the Owner's
6 final map to be recorded in the Office of the County Recorder of
7 Clark County, Nevada.

8 13. CERTIFICATES OF OCCUPANCY: The City may, at its
9 option, refuse to issue any certificate of occupancy with respect
10 to the Property until such time as the Improvements have been
11 fully constructed and installed and approved and accepted by the
12 City Council.

13 14. PERFORMANCE OF ADDITIONAL AGREEMENTS: The Owner
14 further agrees that, in addition to its performance of all of the
15 terms, conditions and covenants on its part to be performed under
16 this Agreement, it will faithfully perform all of the promises
17 and agreements that it may have made to said Planning Commission
18 or the City Council, or both, in order to obtain approval for its
19 final map.

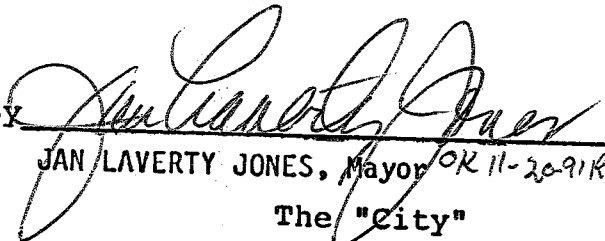
20 15. RESPONSIBILITY FOR THE WORKSITE: The Owner hereby
21 assumes all responsibility for protecting and caring for the work
22 and maintaining the Worksite and all other areas in which any
23 construction work in connection with the development of the
24 Property is performed in a safe and secure manner from the date
25 of the execution of this Agreement until the date of the final
26 acceptance by the City Council of the Improvements. The respon-
27 sibilities that are assumed herein by the Owner shall include
28 without limitation the responsibility to keep the Worksite free
29 and clear of dangerous accumulations of rubbish, trash and debris
30 and to install and maintain, in a sufficient number, proper
31 barricades, traffic controls, lights, excavation covers and simi-
32 lar protection devices.

1 16. INDEMNIFICATION: (A) The Owner hereby agrees to
2 protect, indemnify and hold the City, its officers, employees and
3 agents, harmless from and against any and all claims, damages,
4 losses, expenses, suits, actions, decrees, judgments, awards,
5 attorneys' fees and court costs which the City, its officers,
6 employees or agents, may suffer, or which may be sought against,
7 or are recovered or obtainable from, the City, its officers, em-
8 ployees or agents, as a result of, or by reason of, or arising
9 out of or in consequence of any act or omission, negligent or
10 otherwise, of the Owner or its contractor, subcontractors, agents
11 or anyone who is directly or indirectly employed by, or is acting
12 in concert with, the Owner, its contractor, subcontractors or
13 agents in the construction or installation of the Improvements.
14 (B) In this connection, the Owner expressly agrees, at
15 its sole cost and expense, to defend the City, its officers,
16 employees and agents, in any suit or action that may be brought
17 against it or them, or any of them, by reason of any act or
18 omission, negligent or otherwise, against which the Owner has
19 agreed to indemnify the City, its officers, employees and agents.
20 If the Owner fails so to do, the City shall have the right, but
21 not the obligation to defend same and to charge all of the direct
22 and incidental costs of such defense, including attorneys' fees
23 and court costs, to the Owner, and the City may recover such
24 costs, or such portion thereof as may be available, from the per-
25 formance security that it holds pursuant to Paragraph 11 above if
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1 such security has not theretofore been exhausted or released.

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

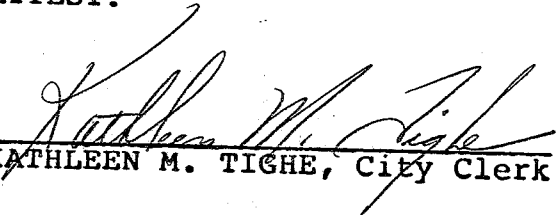
5 CITY OF LAS VEGAS

6
7 BY 

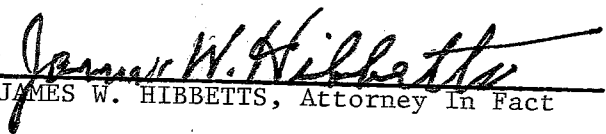
JAN LAVERTY JONES, Mayor ^{OK 11-20-91 RAW}

The "City"

8 ATTEST:

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10 
11 KATHLEEN M. TIGHE, City Clerk

12 BAILEY & McGAH

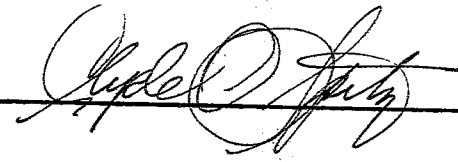
13 BY 

JAMES W. HIBBETTS, Attorney In Fact

14
15 BY _____

16 The "Owner"

17 WITNESS:

18 

19 P.O. BOX 28378, Las Vegas, NV 89126-2378
20 Mailing Address

21 (Add Acknowledgements and Corporate Certificates)
22
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CITY OF LAS VEGAS
BOND AND FEE FORM

EXHIBIT "A"

APPROVAL
SECTION - 4
TOWNSHIP - 21
RANGE - 60
ACRES - 11.87
SUBDIVISION
No. of Lots - 55

DEVELOPER Bailey & McGah
PROJECT Valley West XI, Phase 4
W.O. No. 91818

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	COST
1	2" A.C. Paving	13763 SY	\$2.90 SY	\$39,912.70
2	3" A.C. Paving	SY	\$4.35 SY	\$0.00
3	4" A.C. Paving	880 SY	\$6.85 SY	\$6,028.00
4	Open Grade	SY	\$1.45 SY	\$0.00
5	Type I Gravel Base	2693 CY	\$7.60 CY	\$20,466.80
6	Type II Gravel Base	1906 CY	\$7.60 CY	\$14,485.60
7	Excavation & Embankment	6300 CY	\$2.40 CY	\$15,120.00
8	Curb & Gutter	5830 LF	\$4.15 LF	\$24,194.50
9	Concrete Valley Gutter	3264 SF	\$3.35 SF	\$10,934.40
10	4" Concrete Sidewalk	29150 SF	\$1.45 SF	\$42,267.50
11	Driveway	5500 SF	\$3.05 SF	\$16,775.00
12	Streetlight (STD. Base)	16 Ea	\$1,710.00 Ea	\$27,360.00
13	Streetlight (Breakaway Base)	Ea	\$2,280.00 Ea	\$0.00
14	Flood Control	LS	\$1.00 LS	\$0.00
15	Sidewalk Underdrains	Ea	\$715.00 Ea	\$0.00
16	Traffic Signals	LS	\$1.00 LS	\$0.00
17	Handicap Ramp	12 Ea	\$250.00 Ea	\$3,000.00
18	Survey Monuments	18 Ea	\$350.00 LS	\$6,300.00
19	4" Sewer	1537 LF	\$9.50 LF	\$14,601.50
20	8" Sewer	2525 LF	\$14.25 LF	\$35,981.25
21	10" Sewer	LF	\$19.00 LF	\$0.00
22	Sewer	LF	\$19.00 LF	\$0.00
23	Sewer Manholes under 6'	10 1/2 Ea	\$855.00 Ea	\$8,955.00
24	Sewer Manholes over 6'	3 Ea	\$1,710.00 Ea	\$5,130.00
25	Sewer Manhole Adjustment	Ea	\$620.00 Ea	\$0.00
26	6" Water Main	886 LF	\$11.90 LF	\$10,543.40
27	8" Water Main	1894 LF	\$14.25 LF	\$26,989.50
28	10" Water Main	LF	\$19.00 LF	\$0.00
29	12" Water Main	LF	\$23.75 LF	\$0.00
30	Water Main	LF	\$23.75 LF	\$0.00
31	Fire Hydrant	6 Ea	\$1,710.00 Ea	\$10,260.00
32	Fire Hydrant Relocate	Ea	\$1,425.00 Ea	\$0.00
33	Water Service to Lots	55 Ea	\$235.00 Ea	\$12,925.00
34	Power to Lots	55 Ea	\$475.00 Ea	\$26,125.00
35	Telephone to Lots	55 Ea	\$250.00 Ea	\$13,750.00
36	Misc. Trenching	LF	\$5.00 LF	\$0.00
37	Pullbox	2 Ea	\$100.00 Ea	\$200.00
38	Street/Stop Signs	6 Ea	\$100.00 Ea	\$600.00
39				
40				

INSPECTION FEES

First \$25,000	2.00%	\$500.00
Next \$75,000	1.50%	\$1,125.00
Over \$100,000	1.25%	\$3,656.20
Plan Check	0.50%	\$1,045.40
Sub. Fin. Map		\$1,962.50
Plan Check	30.00	\$85.00

TOTAL FEES

F. 1/89

ESTIMATED CONSTRUCTION COSTS

Contingencies (+10%)

TOTAL AMOUNT OF BOND

JAS/CASHDAN

Submitted by:

Date:

Approved By:

Date: 8-26-91

BOND REQ'D \$432,000.00

392,496.30

\$989,880

39,249.63

\$328,980

431,745.93

\$427,988

432,000.00

7,328.70

PARTNERSHIP CERTIFICATE

I, JAMES W. HIBBETTS certify that I
am (The Agent) of the Partnership named as Owner in the
foregoing Agreement; that JAMES W. HIBBETTS who signed
said Agreement on behalf of the Owner was then (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)

STATE OF Nv)
COUNTY OF Clark) ss.

On this 15th day of November, 19 91, before me
personally appeared JAMES W. HIBBETTS known to me and
known by me to be the person who executed the above instrument, who, being
by me first duly sworn, did depose and say that he is a ATTORNEY IN FACT FOR
the firm of BAILEY & MCGAH

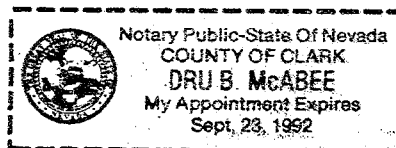
that said firm consists of BAILEY & MCGAH
; and that he executed the foregoing
instrument on behalf of said firm for the uses and purposes stated herein.

Dr B. McAbee
Notary Public in and for the
County of Clark
State of Nev

(NOTARIAL SEAL)

My Commission Expires:

9/23/92





FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
HOME OFFICE: SAN FRANCISCO, CALIFORNIA

Bond No. 11132898708

Premium: \$5,184.00

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, BAILEY & MCGAH, A NEVADA PARTNERSHIP,
as Principal and THE AMERICAN INSURANCE COMPANY,
a corporation organized under the laws of the State of NEBRASKA 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 FOUR HUNDRED THRITY-TWO THOUSAND AND NO/100THS * * * * *
* * * * * DOLLARS,
(\$432,000.00 ***) 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:

VALLEY WEST II-4
55 Lots

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 7th day of November, 1991.

BAILEY & MCGAH, A NEVADA PARTNERSHIP

Principal

By: *Gary H. Guller*

THE AMERICAN INSURANCE COMPANY

Surety

By: *Laurinda A. Martin*
Laurinda A. Martin Attorney-in-Fact

COUNTERSIGNED BY:

By: *James W. Elliott*
Nevada Resident Agent

1 OFF-SITE IMPROVEMENTS AGREEMENT
2 (SUBDIVISION)
3

4 THIS OFF-SITE IMPROVEMENTS AGREEMENT (the "Agreement"
5 herein), made and entered into this 6th day of AUGUST,
6 1990, by and between the CITY OF LAS VEGAS, a municipal cor-
7 poration of the State of Nevada (hereinafter referred to as the
8 "City"), and BAILEY & MCGAH P.O. BOX 28378 LAS VEGAS, NV. 89126-2378
9 _____ (hereinafter referred to
10 as the "Owner"),
11

12 W I T N E S S E T H:

13 WHEREAS, the Owner is the owner of record of that cer-
14 tain real property that is located within the corporate boun-
15 daries of the City at GENERALLY LOCATED SOUTH OF CHARLESTON BOULEVARD
16 AND EAST OF DURANGO DRIVE. AKA VALLEY WEST XI - PHASE III
17 (the "Property" herein); and

18 WHEREAS, the Planning Commission of the City, at a
19 meeting thereof that was held on JANUARY 24, 1989, conditionally
20 approved the tentative map of VALLEY WEST XI
21 _____, a proposed subdivision of the
22 Property; and

23 WHEREAS, said Planning Commission, at a meeting thereof
24 that was held on JUNE 14, 1990, approved the final map of
25 VALLEY WEST XI-PHASE III, sub-
26 ject to the construction and installa-tion of certain off-site
27 improvements (the "Improvements" herein), as the same are
28 required by Title 18 of the Las Vegas Municipal Code and as the
29 same are more partic-ularly described in the Bond and Fee Form
30 that is attached as Exhibit "A" hereto, and, as a condition pre-
31 cedent to the recording of such final map, required the execution
32 by the Owner of an agreement that provides for the construction

1 and installation by the Owner of the Improvements; and

2 WHEREAS, by its execution of this Agreement, the Owner
3 intends to bind and obligate itself and its heirs, successors and
4 assigns to install the Improvements in the manner and at the
5 times that are hereinafter set forth;

6 NOW, THEREFORE, for and in consideration of the premises,
7 of the mutual promises and agreements that are hereinafter con-
8 tained and of other good and valuable considerations, the receipt
9 and sufficiency of which is hereby acknowledged by each of the
10 parties hereto, said parties do hereby agree as follows:

11 1. COVENANT OF INSTALLATION AND WORKSITE CLEAN-UP:

12 The Owner, for itself, its heirs, successors and assigns, hereby
13 covenants and agrees that:

14 (A) At its sole cost and expense, the Owner shall
15 install all of the Improvements strictly in accordance with plans
16 and specifications that are approved by the City pursuant to
17 Paragraph 2 hereof.

18 (B) Prior to the final acceptance of the Improvements
19 by the City, and as a condition thereof, the Owner shall, at its
20 sole cost and expense and to the City's satisfaction, remove all
21 rubbish, trash, debris, surplus material and equipment from the
22 area that is subject to this Agreement and the adjacent proper-
23 ties (collectively, the "Worksite" herein).

24 2. PLANS AND SPECIFICATIONS: The Owner agrees to sub-
25 mit to the City, and, prior to the commencement of the construc-
26 tion, obtain the approval by the City of, the plans and
27 specifications for the Improvements, including without limitation
28 the street plans and profiles, typical street sections, sewer
29 plans and profiles, electric light layout and architectural
30 arrangements of the housing units. The Owner hereby assumes full
31 and complete responsibility for the accuracy of such plans and
32 specifications, and any subsequent approval thereof by the City

1 shall not relieve the Owner of such responsibility.

2 3. NOTIFICATION AND INSPECTIONS: (A) The Owner
3 agrees to notify the City Engineer, not less than twenty-four
4 (24) hours in advance of the time when such work is anticipated
5 to commence, of the anticipated date and the hour for the com-
6 mencement of work with respect to any of the following items:

7 Laying of utility lines and storm drains;

8 Backfilling of utility line trenches & storm drain
9 trenches;

10 Placing concrete for curb, gutter, sidewalk, valley
11 gutter storm drain structures, manholes and
12 street lighting foundations;

13 Excavation for roadway;

14 Placing of Type I gravel base course;

15 Placing of Type II gravel base course;

16 Priming base course;

17 Placing asphalt concrete surfacing;

18 Sealing pavements (fog seal or open grade
19 surfacing); and

20 Installing street lighting.

21 (B) If, after such notice has been given, conditions
22 develop that delay the commencement of such work for more than
23 two (2) hours, the Owner agrees to notify the City Engineer of
24 such delay.

25 (C) It is understood and agreed that, should the Owner
26 suspend work on any of such items for a period that is longer
27 than overnight, Saturdays, Sundays and holidays excepted, a new
28 notification shall be made to the City Engineer before work may
29 recommence with respect to any of such items.

30 4. STATEMENT OF INSPECTION: Whenever the City
31 Engineer, or his authorized representative, inspects any of the
32 work that is described in Paragraph 3 above and finds that such

1 work has been performed in a satisfactory manner for incor-
2 poration into the completed project, the City Engineer, or his
3 authorized representative, shall issue a statement of inspection
4 which shall permit the Owner to proceed with the next phase of
5 the construction; provided, however, that the inspection and
6 approval of any phase of the work shall not relieve the Owner of
7 its responsibility for the proper construction, installation and
8 maintenance of the work, materials and equipment, in accordance
9 with the standards that are set forth in Paragraph 8 hereof, or
10 abridge the right of the City to require the correction of faulty
11 workmanship or the replacement of defective materials at any time
12 during the course, or subsequent to the completion, of the work,
13 notwithstanding the fact that the construction has proceeded
14 according to plans and specifications that have been approved by
15 the City. Ordinarily, not less than one continuous block of any
16 item of the work will be inspected or approved. Should subsur-
17 face conditions, including without limitation excess water, clay
18 salts, voids or similar defects, subsequently be discovered, the
19 City may require the Owner, at the Owner's sole cost and expense,
20 to alter its plans and specifications for any further construc-
21 tion or to correct, change or reconstruct the area that is
22 affected by such conditions, or to take both of such actions.

23 5. UTILITIES: The Owner agrees, at its sole cost and
24 expense, to make any adjustment in the construction and installa-
25 tion of the Improvements which is necessary in order to accom-
26 modate the location of all existing utilities or, in the
27 alternative and with the approval of the utility company that
28 owns such utilities, to adjust such utilities in order to avoid
29 any conflict between them and the Improvements.

30 6. MAPS AND PLANS: The Owner agrees to furnish to the
31 City, upon the completion of the Improvements, the following
32 information: (i) a map which accurately depicts by lettered

1 dimensions the location of all manholes, the location, size and
2 depth of all sewer mains and the location of all laterals and
3 wyes for the connection of house service lines, (ii) street plans
4 and profiles, (iii) sewer plans and profiles, (iv) street section
5 plans, (v) electrical light layout plans and (vi) such other
6 plans, drawings or maps as may be requested by the City Engineer.

7 7. FINAL APPROVAL: (A) The City Council shall not
8 approve or accept the Improvements as a completed project, not-
9 withstanding any prior approval, pursuant to Paragraph 4 above,
10 of any phase of the construction until a final inspection has
11 been made by the City Engineer and he is satisfied that all of
12 the work thereon has been performed in a satisfactory manner.
13 The City hereby reserves the right to require the correction by
14 the Owner of any portion of the Improvements that does not comply
15 with the standards that are set forth in Paragraph 8 hereof.

16 (B) It is expressly understood and agreed by the Owner
17 that final inspection and the approval by the City Council of the
18 Improvements do not relieve the Owner of its responsibility for
19 latent defects in the work.

20 8. STANDARDS OF CONSTRUCTION AND INSTALLATION: The
21 Owner agrees that the construction and installation of the
22 Improvements shall be in accordance with all applicable ordinances
23 and regulations of the City, including without limitation the
24 Uniform Standard Drawings for Public Works Construction, Clark
25 County Area, and the Uniform Standard Specifications for Public
26 Works Construction, Clark County Area, that are in effect on the
27 date of the execution of this Agreement.

28 9. DATE OF COMPLETION: The construction of the
29 Improvements shall commence within 30 days after the date of
30 the execution of this Agreement and shall be completed, and all
31 rubbish, trash, debris, surplus material and equipment removed
32 from the Worksite, within 12 months thereafter.

1 10. DEFAULT: In the event the Owner fails to complete
2 the Improvements and the clean-up of the Worksite within the
3 period that is prescribed in Paragraph 9 above, the City may, at
4 its option, proceed to complete the Improvements and to remove
5 all rubbish, trash, debris, surplus material and equipment from
6 the Worksite at the expense of the Owner or pursue its remedies
7 under the performance security that is provided for in Paragraph
8 11 hereof, or take both of such actions.

9 11. PERFORMANCE SECURITY: (A) In order to secure the
10 faithful performance of all of the terms, conditions and cove-
11 nants of this Agreement, the Owner agrees to execute and deliver
12 to the City a performance bond which is issued by a surety com-
13 pany that is authorized to transact business within the State of
14 Nevada and is in a form that is approved by the City Attorney.
15 Said performance bond shall name the City as the obligee thereof,
16 shall be in a penal sum that is equal to the estimated full cost
17 of the Improvements, plus the estimated cost of the clean-up of
18 the Worksite, shall be conditioned that the Owner shall complete
19 the Improvements and the clean-up of the Worksite within the
20 period that is provided in Paragraph 9 above or, in the event of
21 the default of the Owner so to do, that the proceeds of said bond
22 may, at the option of the City, be used for the payment of the
23 completion of the Improvements and the clean-up of the Worksite
24 upon the City's exercise of its option to complete the same and
25 shall provide that any application to the surety for the release
26 thereof shall not be granted unless such application is accom-
27 panied by a writted statement by the City Engineer to the effect
28 that all of the work that is required of the Owner hereunder has
29 been completed in a satisfactory manner, is in full accordance
30 with the terms hereof and has been accepted by the City Council.

31 (B) In lieu of providing the performance bond that is
32 required by subparagraph (A) of this Paragraph 11, the Owner may

1 (i) enter into an agreement with the City and a local financial
2 institution that is acceptable to the City, which agreement shall
3 provide, generally, that an amount that is equal to the estimated
4 full cost of the Improvements, plus the estimated cost of the
5 clean-up of the Worksite, has been deposited in or credited to an
6 account with such financial institution and is dedicated specifi-
7 cally and solely for the purpose of securing the completion of
8 the construction and installation of the Improvements and the
9 removal of all rubbish, trash, debris, surplus material and
10 equipment from the Worksite and that such financial institution
11 will not disburse funds from such account except upon requests
12 that are signed jointly by the Owner and the City and will retain
13 ten percent (10%) of the funds in such account until it receives
14 a written statement by the City Engineer to the effect that all
15 of the work that is required of the Owner hereunder has been
16 completed in a satisfactory manner, is in full accordance with
17 the terms hereof and has been accepted by the City Council; (ii)
18 deliver to the City a first deed of trust, which names the City
19 as the beneficiary thereof, on real property that is situate
20 within or near the corporate boundaries of the City and has an
21 appraised value that is equal to at least one hundred forty per-
22 cent (140%) of the estimated full cost of the Improvements, plus
23 the estimated cost of the clean-up of the Worksite, and in which
24 the Owner or the trustor, if someone other than the Owner owns
25 the real property that is subject to such deed of trust,
26 acknowledges that such deed of trust is given to the City as
27 security for the faithful performance by the Owner of all of the
28 terms, conditions and covenants on its part to be performed pur-
29 suant to this Agreement; or (iii) deposit with the City, in cash
30 or in government securities that are approved by the City, an
31 amount that is equal to the estimated full cost of the
32 Improvements, plus the estimated cost of the clean-up of the

1 Worksite.

2 12. Upon the Owner's delivery to the City of the per-
3 formance security that is required by Paragraph 11 above, and the
4 acceptance thereof by the City, the City shall perform all such
5 acts as may be required of it in order to permit the Owner's
6 final map to be recorded in the Office of the County Recorder of
7 Clark County, Nevada.

8 13. CERTIFICATES OF OCCUPANCY: The City may, at its
9 option, refuse to issue any certificate of occupancy with respect
10 to the Property until such time as the Improvements have been
11 fully constructed and installed and approved and accepted by the
12 City Council.

13 14. PERFORMANCE OF ADDITIONAL AGREEMENTS: The Owner
14 further agrees that, in addition to its performance of all of the
15 terms, conditions and covenants on its part to be performed under
16 this Agreement, it will faithfully perform all of the promises
17 and agreements that it may have made to said Planning Commission
18 or the City Council, or both, in order to obtain approval for its
19 final map.

20 15. RESPONSIBILITY FOR THE WORKSITE: The Owner hereby
21 assumes all responsibility for protecting and caring for the work
22 and maintaining the Worksite and all other areas in which any
23 construction work in connection with the development of the
24 Property is performed in a safe and secure manner from the date
25 of the execution of this Agreement until the date of the final
26 acceptance by the City Council of the Improvements. The respon-
27 sibilities that are assumed herein by the Owner shall include
28 without limitation the responsibility to keep the Worksite free
29 and clear of dangerous accumulations of rubbish, trash and debris
30 and to install and maintain, in a sufficient number, proper
31 barricades, traffic controls, lights, excavation covers and simi-
32 lar protection devices.

1 16. INDEMNIFICATION: (A) The Owner hereby agrees to
2 protect, indemnify and hold the City, its officers, employees and
3 agents, harmless from and against any and all claims, damages,
4 losses, expenses, suits, actions, decrees, judgments, awards,
5 attorneys' fees and court costs which the City, its officers,
6 employees or agents, may suffer, or which may be sought against,
7 or are recovered or obtainable from, the City, its officers, em-
8 ployees or agents, as a result of, or by reason of, or arising
9 out of or in consequence of any act or omission, negligent or
10 otherwise, of the Owner or its contractor, subcontractors, agents
11 or anyone who is directly or indirectly employed by, or is acting
12 in concert with, the Owner, its contractor, subcontractors or
13 agents in the construction or installation of the Improvements.

14 (B) In this connection, the Owner expressly agrees, at
15 its sole cost and expense, to defend the City, its officers,
16 employees and agents, in any suit or action that may be brought
17 against it or them, or any of them, by reason of any act or
18 omission, negligent or otherwise, against which the Owner has
19 agreed to indemnify the City, its officers, employees and agents.
20 If the Owner fails so to do, the City shall have the right, but
21 not the obligation to defend same and to charge all of the direct
22 and incidental costs of such defense, including attorneys' fees
23 and court costs, to the Owner, and the City may recover such
24 costs, or such portion thereof as may be available, from the per-
25 formance security that it holds pursuant to Paragraph 11 above if

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1 such security has not theretofore been exhausted or released.

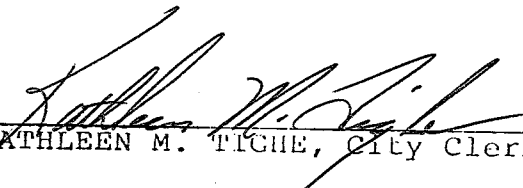
2 IN WITNESS WHEREOF, the parties hereto have caused this
3 Agreement to be executed by their duly authorized representatives
4 the day and year first above written.

5 CITY OF LAS VEGAS

6
7 By 
8 RON LURIE, Mayor *OK 8-6-90 RAW*

9 ATTEST:

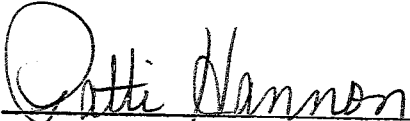
The "City"

10 
11 KATHLEEN M. TICHE, City Clerk

12
13 By 

14
15 By Attorney In Fact
16 The "Owner"

17 WITNESS:

18 

19 P.O. Box 28378
20 Mailing Address
21 Las Vegas, Nev. 89126

22 (Add Acknowledgements and Corporate Certificates)



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

Bond No. 11141369725

Premium: \$ 3,077.00

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, BAILEY & 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 FIFTY-SIX THOUSAND, FOUR HUNDRED THIRTY AND NO/100THS * * * * *
* * * * * (\$256,430.00 ****)
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:

VALLEY WEST 11-3, 53 LOTS

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 5th day of July, 1990.

BAILEY & MCGAH, A NEVADA PARTNERSHIP

PRINCIPAL

BY: Craig D. Miller

THE AMERICAN INSURANCE COMPANY

SURETY

BY: Laurinda A. Martin
Laurinda A. Martin ATTORNEY-IN-FACT

COUNTERSIGNED BY:

James W. Elliott
Nevada Resident Agent

MEETING OF
DECEMBER 5, 1990**AGENDA***City of Las Vegas*CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 25

ITEM

ACTION

CONTINUED

IV. (g.) DEPARTMENT OF PUBLIC WORKS*B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS3. VALLEY WEST XI PHASE 2

Bailey & McGah, Developer

Property generally located south of Charleston Boulevard and east of Durango Drive, 14.75 Acres, 53 Lots, Zoned R-1.

4. COUNTRY LANE ESTATES UNIT II

Young American Homes, Developer

Property generally located at the northeast corner of Jones Boulevard and Washburn Avenue, 3.3 Acres, 9 Lots, Zoned R-D.

5. STERLING SPRINGS II

R.A. Homes, Inc., Developer

Property generally located north-east of Lorenzi Boulevard and Peak Drive, 22.0 Acres, 125 Lots, Zoned RCL.

6. SOUTH SHORES RAMPART #2

Plaster Development Co., Developer

Property generally located north of Lake Mead Boulevard, between Rampart Boulevard and Harbor Island Drive, 9.11 Acres, 41 Lots, Zoned R-PD5.

7. RICHMOND PARK CONDOS PHASE II AND PHASE III

All American Development Corp., Developer

Both properties generally located at the southwest corner of Torrey Pines Drive and Balzar Avenue. Each phase has 5 Acres, 68 Units, and is Zoned R-PD14.

NOLEN - APPROVED Items A.1 thru A.11, B.1 thru B.7, C.1 & C.2 as recommended - UNANIMOUS

Staff to proceed

APPROVED - See above

APPROVED - See above

APPROVED - See above

APPROVED - See above

APPROVED AGENDA ITEM

Larry R. Burton

1 OFF-SITE IMPROVEMENTS AGREEMENT
2 (SUBDIVISION)
3

4 THIS OFF-SITE IMPROVEMENTS AGREEMENT (the "Agreement"
5 herein), made and entered into this 23RD day of FEBRUARY,
6 1990, by and between the CITY OF LAS VEGAS, a municipal cor-
7 poration of the State of Nevada (hereinafter referred to as the
8 "City"), and BAILEY & MCGAH P.O. BOX 28378 LAS VEGAS, NV. 89126-2378
9 _____ (hereinafter referred to
10 as the "Owner"),
11

12 W I T N E S S E T H:

13 WHEREAS, the Owner is the owner of record of that cer-
14 tain real property that is located within the corporate boun-
15 daries of the City at GENERALLY LOCATED SOUTH OF CHARLESTON BOULEVARD
16 AND EAST OF DURANGO DRIVE.

17 (the "Property" herein); and

18 WHEREAS, the Planning Commission of the City, at a
19 meeting thereof that was held on JANUARY 24, 1989, conditionally
20 approved the tentative map of VALLEY WEST XI
21 _____, a proposed subdivision of the
22 Property; and

23 WHEREAS, said Planning Commission, at a meeting thereof
24 that was held on NOVEMBER 28, 1989, approved the final map of
25 VALLEY WEST XI - PHASE 2, sub-
26 ject to the construction and installa-tion of certain off-site
27 improvements (the "Improvements" herein), as the same are
28 required by Title 18 of the Las Vegas Municipal Code and as the
29 same are more partic-ularly described in the Bond and Fee Form
30 that is attached as Exhibit "A" hereto, and, as a condition pre-
31 cedent to the recording of such final map, required the execution
32 by the Owner of an agreement that provides for the construction

1 and installation by the Owner of the Improvements; and

2 WHEREAS, by its execution of this Agreement, the Owner
3 intends to bind and obligate itself and its heirs, successors and
4 assigns to install the Improvements in the manner and at the
5 times that are hereinafter set forth;

6 NOW, THEREFORE, for and in consideration of the premises,
7 of the mutual promises and agreements that are hereinafter con-
8 tained and of other good and valuable considerations, the receipt
9 and sufficiency of which is hereby acknowledged by each of the
10 parties hereto, said parties do hereby agree as follows:

11 1. COVENANT OF INSTALLATION AND WORKSITE CLEAN-UP:

12 The Owner, for itself, its heirs, successors and assigns, hereby
13 covenants and agrees that:

14 (A) At its sole cost and expense, the Owner shall
15 install all of the Improvements strictly in accordance with plans
16 and specifications that are approved by the City pursuant to
17 Paragraph 2 hereof.

18 (B) Prior to the final acceptance of the Improvements
19 by the City, and as a condition thereof, the Owner shall, at its
20 sole cost and expense and to the City's satisfaction, remove all
21 rubbish, trash, debris, surplus material and equipment from the
22 area that is subject to this Agreement and the adjacent proper-
23 ties (collectively, the "Worksite" herein).

24 2. PLANS AND SPECIFICATIONS: The Owner agrees to sub-
25 mit to the City, and, prior to the commencement of the construc-
26 tion, obtain the approval by the City of, the plans and
27 specifications for the Improvements, including without limitation
28 the street plans and profiles, typical street sections, sewer
29 plans and profiles, electric light layout and architectural
30 arrangements of the housing units. The Owner hereby assumes full
31 and complete responsibility for the accuracy of such plans and
32 specifications, and any subsequent approval thereof by the City

1 shall not relieve the Owner of such responsibility.

2 3. NOTIFICATION AND INSPECTIONS: (A) The Owner
3 agrees to notify the City Engineer, not less than twenty-four
4 (24) hours in advance of the time when such work is anticipated
5 to commence, of the anticipated date and the hour for the com-
6 mencement of work with respect to any of the following items:

7 Laying of utility lines and storm drains;

8 Backfilling of utility line trenches & storm drain
9 trenches;

10 Placing concrete for curb, gutter, sidewalk, valley
11 gutter storm drain structures, manholes and
12 street lighting foundations;

13 Excavation for roadway;

14 Placing of Type I gravel base course;

15 Placing of Type II gravel base course;

16 Priming base course;

17 Placing asphalt concrete surfacing;

18 Sealing pavements (fog seal or open grade
19 surfacing); and

20 Installing street lighting.

21 (B) If, after such notice has been given, conditions
22 develop that delay the commencement of such work for more than
23 two (2) hours, the Owner agrees to notify the City Engineer of
24 such delay.

25 (C) It is understood and agreed that, should the Owner
26 suspend work on any of such items for a period that is longer
27 than overnight, Saturdays, Sundays and holidays excepted, a new
28 notification shall be made to the City Engineer before work may
29 recommence with respect to any of such items.

30 4. STATEMENT OF INSPECTION: Whenever the City
31 Engineer, or his authorized representative, inspects any of the
32 work that is described in Paragraph 3 above and finds that such

1 work has been performed in a satisfactory manner for incor-
2 poration into the completed project, the City Engineer, or his
3 authorized representative, shall issue a statement of inspection
4 which shall permit the Owner to proceed with the next phase of
5 the construction; provided, however, that the inspection and
6 approval of any phase of the work shall not relieve the Owner of
7 its responsibility for the proper construction, installation and
8 maintenance of the work, materials and equipment, in accordance
9 with the standards that are set forth in Paragraph 8 hereof, or
10 abridge the right of the City to require the correction of faulty
11 workmanship or the replacement of defective materials at any time
12 during the course, or subsequent to the completion, of the work,
13 notwithstanding the fact that the construction has proceeded
14 according to plans and specifications that have been approved by
15 the City. Ordinarily, not less than one continuous block of any
16 item of the work will be inspected or approved. Should subsur-
17 face conditions, including without limitation excess water, clay
18 salts, voids or similar defects, subsequently be discovered, the
19 City may require the Owner, at the Owner's sole cost and expense,
20 to alter its plans and specifications for any further construc-
21 tion or to correct, change or reconstruct the area that is
22 affected by such conditions, or to take both of such actions.

23 5. UTILITIES: The Owner agrees, at its sole cost and
24 expense, to make any adjustment in the construction and installa-
25 tion of the Improvements which is necessary in order to accom-
26 modate the location of all existing utilities or, in the
27 alternative and with the approval of the utility company that
28 owns such utilities, to adjust such utilities in order to avoid
29 any conflict between them and the Improvements.

30 6. MAPS AND PLANS: The Owner agrees to furnish to the
31 City, upon the completion of the Improvements, the following
32 information: (i) a map which accurately depicts by lettered

1 dimensions the location of all manholes, the location, size and
2 depth of all sewer mains and the location of all laterals and
3 wyes for the connection of house service lines, (ii) street plans
4 and profiles, (iii) sewer plans and profiles, (iv) street section
5 plans, (v) electrical light layout plans and (vi) such other
6 plans, drawings or maps as may be requested by the City Engineer.

7 7. FINAL APPROVAL: (A) The City Council shall not
8 approve or accept the Improvements as a completed project, not-
9 withstanding any prior approval, pursuant to Paragraph 4 above,
10 of any phase of the construction until a final inspection has
11 been made by the City Engineer and he is satisfied that all of
12 the work thereon has been performed in a satisfactory manner.
13 The City hereby reserves the right to require the correction by
14 the Owner of any portion of the Improvements that does not comply
15 with the standards that are set forth in Paragraph 8 hereof.

16 (B) It is expressly understood and agreed by the Owner
17 that final inspection and the approval by the City Council of the
18 Improvements do not relieve the Owner of its responsibility for
19 latent defects in the work.

20 8. STANDARDS OF CONSTRUCTION AND INSTALLATION: The
21 Owner agrees that the construction and installation of the
22 Improvements shall be in accordance with all applicable ordinances
23 and regulations of the City, including without limitation the
24 Uniform Standard Drawings for Public Works Construction, Clark
25 County Area, and the Uniform Standard Specifications for Public
26 Works Construction, Clark County Area, that are in effect on the
27 date of the execution of this Agreement.

28 9. DATE OF COMPLETION: The construction of the
29 Improvements shall commence within 30 days after the date of
30 the execution of this Agreement and shall be completed, and all
31 rubbish, trash, debris, surplus material and equipment removed
32 from the Worksite, within 12 months thereafter.

1 10. DEFAULT: In the event the Owner fails to complete
2 the Improvements and the clean-up of the Worksite within the
3 period that is prescribed in Paragraph 9 above, the City may, at
4 its option, proceed to complete the Improvements and to remove
5 all rubbish, trash, debris, surplus material and equipment from
6 the Worksite at the expense of the Owner or pursue its remedies
7 under the performance security that is provided for in Paragraph
8 11 hereof, or take both of such actions.

9 11. PERFORMANCE SECURITY: (A) In order to secure the
10 faithful performance of all of the terms, conditions and cove-
11 nants of this Agreement, the Owner agrees to execute and deliver
12 to the City a performance bond which is issued by a surety com-
13 pany that is authorized to transact business within the State of
14 Nevada and is in a form that is approved by the City Attorney.
15 Said performance bond shall name the City as the obligee thereof,
16 shall be in a penal sum that is equal to the estimated full cost
17 of the Improvements, plus the estimated cost of the clean-up of
18 the Worksite, shall be conditioned that the Owner shall complete
19 the Improvements and the clean-up of the Worksite within the
20 period that is provided in Paragraph 9 above or, in the event of
21 the default of the Owner so to do, that the proceeds of said bond
22 may, at the option of the City, be used for the payment of the
23 completion of the Improvements and the clean-up of the Worksite
24 upon the City's exercise of its option to complete the same and
25 shall provide that any application to the surety for the release
26 thereof shall not be granted unless such application is accom-
27 panied by a writted statement by the City Engineer to the effect
28 that all of the work that is required of the Owner hereunder has
29 been completed in a satisfactory manner, is in full accordance
30 with the terms hereof and has been accepted by the City Council.

31 (B) In lieu of providing the performance bond that is
32 required by subparagraph (A) of this Paragraph 11, the Owner may

1 (i) enter into an agreement with the City and a local financial
2 institution that is acceptable to the City, which agreement shall
3 provide, generally, that an amount that is equal to the estimated
4 full cost of the Improvements, plus the estimated cost of the
5 clean-up of the Worksite, has been deposited in or credited to an
6 account with such financial institution and is dedicated specifi-
7 cally and solely for the purpose of securing the completion of
8 the construction and installation of the Improvements and the
9 removal of all rubbish, trash, debris, surplus material and
10 equipment from the Worksite and that such financial institution
11 will not disburse funds from such account except upon requests
12 that are signed jointly by the Owner and the City and will retain
13 ten percent (10%) of the funds in such account until it receives
14 a written statement by the City Engineer to the effect that all
15 of the work that is required of the Owner hereunder has been
16 completed in a satisfactory manner, is in full accordance with
17 the terms hereof and has been accepted by the City Council; (ii)
18 deliver to the City a first deed of trust, which names the City
19 as the beneficiary thereof, on real property that is situate
20 within or near the corporate boundaries of the City and has an
21 appraised value that is equal to at least one hundred forty per-
22 cent (140%) of the estimated full cost of the Improvements, plus
23 the estimated cost of the clean-up of the Worksite, and in which
24 the Owner or the trustor, if someone other than the Owner owns
25 the real property that is subject to such deed of trust,
26 acknowledges that such deed of trust is given to the City as
27 security for the faithful performance by the Owner of all of the
28 terms, conditions and covenants on its part to be performed pur-
29 suant to this Agreement; or (iii) deposit with the City, in cash
30 or in government securities that are approved by the City, an
31 amount that is equal to the estimated full cost of the
32 Improvements, plus the estimated cost of the clean-up of the

1 Worksite.

2 12. Upon the Owner's delivery to the City of the per-
3 formance security that is required by Paragraph 11 above, and the
4 acceptance thereof by the City, the City shall perform all such
5 acts as may be required of it in order to permit the Owner's
6 final map to be recorded in the Office of the County Recorder of
7 Clark County, Nevada.

8 13. CERTIFICATES OF OCCUPANCY: The City may, at its
9 option, refuse to issue any certificate of occupancy with respect
10 to the Property until such time as the Improvements have been
11 fully constructed and installed and approved and accepted by the
12 City Council.

13 14. PERFORMANCE OF ADDITIONAL AGREEMENTS: The Owner
14 further agrees that, in addition to its performance of all of the
15 terms, conditions and covenants on its part to be performed under
16 this Agreement, it will faithfully perform all of the promises
17 and agreements that it may have made to said Planning Commission
18 or the City Council, or both, in order to obtain approval for its
19 final map.

20 15. RESPONSIBILITY FOR THE WORKSITE: The Owner hereby
21 assumes all responsibility for protecting and caring for the work
22 and maintaining the Worksite and all other areas in which any
23 construction work in connection with the development of the
24 Property is performed in a safe and secure manner from the date
25 of the execution of this Agreement until the date of the final
26 acceptance by the City Council of the Improvements. The respon-
27 sibilities that are assumed herein by the Owner shall include
28 without limitation the responsibility to keep the Worksite free
29 and clear of dangerous accumulations of rubbish, trash and debris
30 and to install and maintain, in a sufficient number, proper
31 barricades, traffic controls, lights, excavation covers and simi-
32 lar protection devices.

1 16. INDEMNIFICATION: (A) The Owner hereby agrees to
2 protect, indemnify and hold the City, its officers, employees and
3 agents, harmless from and against any and all claims, damages,
4 losses, expenses, suits, actions, decrees, judgments, awards,
5 attorneys' fees and court costs which the City, its officers,
6 employees or agents, may suffer, or which may be sought against,
7 or are recovered or obtainable from, the City, its officers, em-
8 ployees or agents, as a result of, or by reason of, or arising
9 out of or in consequence of any act or omission, negligent or
10 otherwise, of the Owner or its contractor, subcontractors, agents
11 or anyone who is directly or indirectly employed by, or is acting
12 in concert with, the Owner, its contractor, subcontractors or
13 agents in the construction or installation of the Improvements.
14 (B) In this connection, the Owner expressly agrees, at
15 its sole cost and expense, to defend the City, its officers,
16 employees and agents, in any suit or action that may be brought
17 against it or them, or any of them, by reason of any act or
18 omission, negligent or otherwise, against which the Owner has
19 agreed to indemnify the City, its officers, employees and agents.
20 If the Owner fails so to do, the City shall have the right, but
21 not the obligation to defend same and to charge all of the direct
22 and incidental costs of such defense, including attorneys' fees
23 and court costs, to the Owner, and the City may recover such
24 costs, or such portion thereof as may be available, from the per-
25 formance security that it holds pursuant to Paragraph 11 above if
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32

1 such security has not theretofore been exhausted or released.

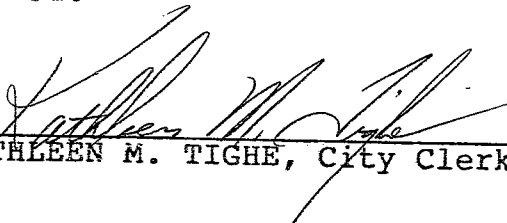
2 IN WITNESS WHEREOF, the parties hereto have caused this
3 Agreement to be executed by their duly authorized representatives
4 the day and year first above written.

5 CITY OF LAS VEGAS

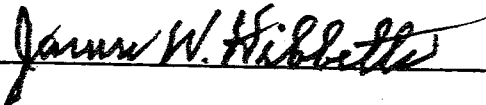
6
7 By 
8 RON LURIE, Mayor *OK 3-30-90 RAW*

9 ATTEST:

The "City"

10 
11 KATHLEEN M. TIGHE, City Clerk

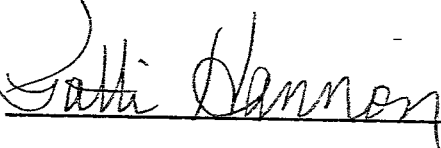
BAILEY & MCGAH

12
13 By 

14
15 By _____

16 WITNESS:

The "Owner"

17 
18

P.O. Box 28378 L.V. Nev. 89126
Mailing Address

19
20 (Add Acknowledgements and Corporate Certificates)
21
22
23
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PARTNERSHIP CERTIFICATE

I, James W. Hibbetts certify that I am
(The Agent) of the Partnership named as Subdivider in the foregoing
Agreement; that James W. Hibbetts who signed
said Agreement on behalf of the Subdivider was then (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)

STATE OF NV)
COUNTY OF Clark) ss.

On this 22nd day of Feb., 19 96, before me personally
appeared James W. Hibbetts known to me
and known by me to be the person who executed the above instrument, who, being
by me first duly sworn, did depose and say that he is a Power of Attorney general partner in the
firm of Bailey & McGah, A General Partnership

that said firm consists of Wesley Bailey and Ed McGah
; and that he executed
the foregoing instrument on behalf of said firm for the uses and purposes
stated herein.



My Appointment Expires Nov. 3, 1990

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DONNA MESSER

Donna Messer
Notary Public in and for the
County of _____
State of _____

My Commission Expires:

(NOTARIAL SEAL)

CITY OF LAS VEGAS
BOND AND FEE FORM

APPROVAL

SECTION - 32
TOWNSHIP - 21
RANGE - 60

DEVELOPER BAILEY & MCGAH

PROJECT Valley West XI Phase 2

ACRES - 14.753

W.O. No. 891001

SUBDIVISION

No. of Lots - 53

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	COST
1	2" A.C. Paving	12260 SY	\$2.90 SY	\$35,554.00
2	3" A.C. Paving	SY	\$4.35 SY	\$0.00
3	4" A.C. Paving	SY	\$6.85 SY	\$0.00
4	Open Grade	SY	\$1.45 SY	\$0.00
5	Type I Gravel Base	CY	\$7.60 CY	\$0.00
6	Type II Gravel Base	1815 CY	\$7.60 CY	\$13,794.00
7	Excavation & Embankment	5580 CY	\$2.40 CY	\$13,392.00
8	Curb & Gutter	5770 LF	\$4.15 LF	\$23,945.50
9	Concrete Valley Gutter	1970 SF	\$3.35 SF	\$6,599.50
10	4" Concrete Sidewalk	20810 SF	\$1.45 SF	\$30,174.50
11	Driveway	7950 SF	\$3.05 SF	\$24,247.50
12	Streetlight (STD. Base)	17 Ea	\$1,710.00 Ea	\$29,070.00
13	Streetlight (Breakaway Base)	Ea	\$2,280.00 Ea	\$0.00
14	Flood Control	LS	\$1.00 LS	\$0.00
15	Sidewalk Underdrains	Ea	\$715.00 Ea	\$0.00
16	Traffic Signals	LS	\$1.00 LS	\$0.00
17	Handicap Ramp	12 Ea	\$250.00 Ea	\$3,000.00
18	Survey Monuments	4900 Ea	\$1.00 LS	\$4,900.00
19	4" Sewer	1830 LF	\$9.50 LF	\$17,385.00
20	8" Sewer	3144 LF	\$14.25 LF	\$44,802.00
21	10" Sewer	LF	\$19.00 LF	\$0.00
22	Sewer	LF	LF	\$0.00
23	Sewer Manholes under 6'	13 Ea	\$855.00 Ea	\$11,115.00
24	Sewer Manholes over 6'	Ea	\$1,710.00 Ea	\$0.00
25	Sewer Manhole Adjustment	Ea	\$620.00 Ea	\$0.00
26	6" Water Main	2050 LF	\$11.90 LF	\$24,395.00
27	8" Water Main	1330 LF	\$14.25 LF	\$18,952.50
28	10" Water Main	1025 LF	\$19.00 LF	\$19,475.00
29	12" Water Main	LF	\$23.75 LF	\$0.00
30	Water Main	LF	LF	\$0.00
31	Fire Hydrant	5 Ea	\$1,710.00 Ea	\$8,550.00
32	Fire Hydrant Relocate	Ea	\$1,425.00 Ea	\$0.00
33	Water Service to Lots	53 Ea	\$235.00 Ea	\$12,455.00
34	Power to Lots	53 Ea	\$475.00 Ea	\$25,175.00
35	Telephone to Lots	53 Ea	\$250.00 Ea	\$13,250.00
36	Misc. Trenching	LF	\$5.00 LF	\$0.00
37	Pullbox	1 Ea	\$100.00 Ea	\$100.00
38	Street/Stop Signs	8 Ea	\$100.00 Ea	\$800.00
39				
40				

INSPECTION FEES

First \$25,000	2.00%	\$500.00
Next \$75,000	1.50%	\$1,125.00
Over \$100,000	1.25%	\$3,514.14
Plan Check	0.50%	\$1,905.66
Sub. Fin. Map		
Plan Check	30.00	\$83.00
TOTAL FEES		\$7,127.80

ESTIMATED CONSTRUCTION COSTS

	\$381,132
Contingencies (+10%)	\$38,113
TOTAL AMOUNT OF BOND	\$419,245

CBS Consultants
Submitted by:

Date:

[Signature] 1/3/90
12/5/89 \$419,200.00



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

BOND NO. 11127081617
PREMIUM: \$5,030.00

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, BAILEY & 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 * * * * *

* * FOUR HUNDRED NINETEEN THOUSAND TWO HUNDRED AND NO/100THS * * * * *

* * * * * (\$419,200.00)

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:

VALLEY WEST 11-2
53 LOTS

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 13TH day of FEBRUARY, 1990.

BAILEY & MCGAH, A NEVADA PARTNERSHIP
PRINCIPAL

BY: James W. Hibbitts

THE AMERICAN INSURANCE COMPANY
SURETY

BY: [Signature]
P. D. KNUDSEN, ATTORNEY-IN-FACT

COUNTERSIGNED:

BY: James D. Edgett
NEVADA RESIDENT AGENT

MEETING OF
OCTOBER 17, 1990**AGENDA***City of Las Vegas*

CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

Page 19

ITEM

ACTION

CONTINUED

IV. (g.) DEPARTMENT OF PUBLIC WORKS*B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS2. THE BLUFFS UNIT 11A(American West Development Co.,
Developer)Property generally located on the
northwest corner of Lake South
Drive and Ft. Apache Road, 15.14
Acres, 57 Lots, Zoned R-PD6.NOLEN - APPROVED Items A.1 thru A.8,
& B.1 thru B.10 as recommended - Motion
carried with Higginson abstaining on
A.5 due to Peccole Ranch being a client
of his ad agency.

Staff to proceed

3. THE BLUFFS UNIT 11B(American West Development Co.,
Developer)Property generally located south
of Mariner Cove Drive and west of
Ft. Apache Road, 11.3 Acres, 53
Lots, Zoned R-PD6.

APPROVED - See above

4. THE BLUFFS UNIT 11C(American West Development Co.,
Developer)Property generally located south
of Mariner Cove Drive and west of
Ft. Apache Road, 11.53 Acres, 50
Lots, Zoned R-PD6.

APPROVED - See above

5. CHARLESTON HEIGHTS TRACT 63 UNIT 1(Plaster Development Co.,
Developer)Property generally located on the
north side of Alexander Road, east
of Tenaya Way, 6.86 Acres, 49
Lots, Zoned R-CL.

APPROVED - See above

6. CHARLESTON HEIGHTS TRACT 63 UNIT 2(Plaster Development Co.,
Developer)Property generally located on the
north corner of Alexander Road,
east of Tenaya Way, 3.94 Acres, 31
Lots, Zoned R-CL.

APPROVED - See above

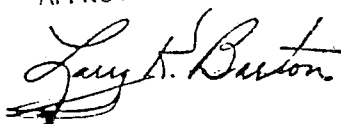
7. VALLEY WEST XI, PHASE 1

(Bailey & McGah, Developer)

Property generally located on the
east side of Durango Road south of
Charleston Boulevard, 24.876
Acres, 75 Lots, Zoned R-1.

APPROVED - See above

APPROVED AGENDA ITEM



1 OFF-SITE IMPROVEMENTS AGREEMENT
2 (SUBDIVISION)
3

4 THIS OFF-SITE IMPROVEMENTS AGREEMENT (the "Agreement"
5 herein), made and entered into this _____ day of _____,
6 19____, by and between the CITY OF LAS VEGAS, a municipal cor-
7 poration of the State of Nevada (hereinafter referred to as the
8 "City"), and BAILEY & McGAH P.O. BOX 28378 LAS VEGAS, NV. 89126
9 _____ (hereinafter referred to
10 as the "Owner"),
11

12 W I T N E S S E T H:

13 WHEREAS, the Owner is the owner of record of that cer-
14 tain real property that is located within the corporate boun-
15 daries of the City at GENERALLY LOCATED SOUTH OF CHARLESTON BLVD.
16 AND EAST OF DURANGO DR.

17 (the "Property" herein); and

18 WHEREAS, the Planning Commission of the City, at a
19 meeting thereof that was held on JANUARY 24, 1989, conditionally
20 approved the tentative map of VALLEY WEST XI
21 _____, a proposed subdivision of the
22 Property; and

23 WHEREAS, said Planning Commission, at a meeting thereof
24 that was held on FEBRUARY 28, 1989, approved the final map of
25 VALLEY WEST XI - PHASE 1, sub-
26 ject to the construction and installa-tion of certain off-site
27 improvements (the "Improvements" herein), as the same are
28 required by Title 18 of the Las Vegas Municipal Code and as the
29 same are more partic-ularly described in the Bond and Fee Form
30 that is attached as Exhibit "A" hereto, and, as a condition pre-
31 cedent to the recording of such final map, required the execution
32 by the Owner of an agreement that provides for the construction

1 and installation by the Owner of the Improvements; and

2 WHEREAS, by its execution of this Agreement, the Owner
3 intends to bind and obligate itself and its heirs, successors and
4 assigns to install the Improvements in the manner and at the
5 times that are hereinafter set forth;

6 NOW, THEREFORE, for and in consideration of the premises,
7 of the mutual promises and agreements that are hereinafter con-
8 tained and of other good and valuable considerations, the receipt
9 and sufficiency of which is hereby acknowledged by each of the
10 parties hereto, said parties do hereby agree as follows:

11 1. COVENANT OF INSTALLATION AND WORKSITE CLEAN-UP:

12 The Owner, for itself, its heirs, successors and assigns, hereby
13 covenants and agrees that:

14 (A) At its sole cost and expense, the Owner shall
15 install all of the Improvements strictly in accordance with plans
16 and specifications that are approved by the City pursuant to
17 Paragraph 2 hereof.

18 (B) Prior to the final acceptance of the Improvements
19 by the City, and as a condition thereof, the Owner shall, at its
20 sole cost and expense and to the City's satisfaction, remove all
21 rubbish, trash, debris, surplus material and equipment from the
22 area that is subject to this Agreement and the adjacent proper-
23 ties (collectively, the "Worksite" herein).

24 2. PLANS AND SPECIFICATIONS: The Owner agrees to sub-
25 mit to the City, and, prior to the commencement of the construc-
26 tion, obtain the approval by the City of, the plans and
27 specifications for the Improvements, including without limitation
28 the street plans and profiles, typical street sections, sewer
29 plans and profiles, electric light layout and architectural
30 arrangements of the housing units. The Owner hereby assumes full
31 and complete responsibility for the accuracy of such plans and
32 specifications; and any subsequent approval thereof by the City

1 shall not relieve the Owner of such responsibility.

2 3. NOTIFICATION AND INSPECTIONS: (A) The Owner
3 agrees to notify the City Engineer, not less than twenty-four
4 (24) hours in advance of the time when such work is anticipated
5 to commence, of the anticipated date and the hour for the com-
6 mencement of work with respect to any of the following items:

7 Laying of utility lines and storm drains;

8 Backfilling of utility line trenches & storm drain
9 trenches;

10 Placing concrete for curb, gutter, sidewalk, valley
11 gutter storm drain structures, manholes and
12 street lighting foundations;

13 Excavation for roadway;

14 Placing of Type I gravel base course;

15 Placing of Type II gravel base course;

16 Priming base course;

17 Placing asphalt concrete surfacing;

18 Sealing pavements (fog seal or open grade
19 surfacing); and

20 Installing street lighting.

21 (B) If, after such notice has been given, conditions
22 develop that delay the commencement of such work for more than
23 two (2) hours, the Owner agrees to notify the City Engineer of
24 such delay.

25 (C) It is understood and agreed that, should the Owner
26 suspend work on any of such items for a period that is longer
27 than overnight, Saturdays, Sundays and holidays excepted, a new
28 notification shall be made to the City Engineer before work may
29 recommence with respect to any of such items.

30 4. STATEMENT OF INSPECTION: Whenever the City
31 Engineer, or his authorized representative, inspects any of the
32 work that is described in Paragraph 3 above and finds that such

1 work has been performed in a satisfactory manner for incor-
2 poration into the completed project, the City Engineer, or his
3 authorized representative, shall issue a statement of inspection
4 which shall permit the Owner to proceed with the next phase of
5 the construction; provided, however, that the inspection and
6 approval of any phase of the work shall not relieve the Owner of
7 its responsibility for the proper construction, installation and
8 maintenance of the work, materials and equipment, in accordance
9 with the standards that are set forth in Paragraph 8 hereof, or
10 abridge the right of the City to require the correction of faulty
11 workmanship or the replacement of defective materials at any time
12 during the course, or subsequent to the completion, of the work,
13 notwithstanding the fact that the construction has proceeded
14 according to plans and specifications that have been approved by
15 the City. Ordinarily, not less than one continuous block of any
16 item of the work will be inspected or approved. Should subsur-
17 face conditions, including without limitation excess water, clay
18 salts, voids or similar defects, subsequently be discovered, the
19 City may require the Owner, at the Owner's sole cost and expense,
20 to alter its plans and specifications for any further construc-
21 tion or to correct, change or reconstruct the area that is
22 affected by such conditions, or to take both of such actions.

23 5. UTILITIES: The Owner agrees, at its sole cost and
24 expense, to make any adjustment in the construction and installa-
25 tion of the Improvements which is necessary in order to accom-
26 modate the location of all existing utilities or, in the
27 alternative and with the approval of the utility company that
28 owns such utilities, to adjust such utilities in order to avoid
29 any conflict between them and the Improvements.

30 6. MAPS AND PLANS: The Owner agrees to furnish to the
31 City, upon the completion of the Improvements, the following
32 information: (i) a map which accurately depicts by lettered

1 dimensions the location of all manholes, the location, size and
2 depth of all sewer mains and the location of all laterals and
3 wyes for the connection of house service lines, (ii) street plans
4 and profiles, (iii) sewer plans and profiles, (iv) street section
5 plans, (v) electrical light layout plans and (vi) such other
6 plans, drawings or maps as may be requested by the City Engineer.

7 7. FINAL APPROVAL: (A) The City Council shall not
8 approve or accept the Improvements as a completed project, not-
9 withstanding any prior approval, pursuant to Paragraph 4 above,
10 of any phase of the construction until a final inspection has
11 been made by the City Engineer and he is satisfied that all of
12 the work thereon has been performed in a satisfactory manner.
13 The City hereby reserves the right to require the correction by
14 the Owner of any portion of the Improvements that does not comply
15 with the standards that are set forth in Paragraph 8 hereof.

16 (B) It is expressly understood and agreed by the Owner
17 that final inspection and the approval by the City Council of the
18 Improvements do not relieve the Owner of its responsibility for
19 latent defects in the work.

20 8. STANDARDS OF CONSTRUCTION AND INSTALLATION: The
21 Owner agrees that the construction and installation of the
22 Improvements shall be in accordance with all applicable ordinances
23 and regulations of the City, including without limitation the
24 Uniform Standard Drawings for Public Works Construction, Clark
25 County Area, and the Uniform Standard Specifications for Public
26 Works Construction, Clark County Area, that are in effect on the
27 date of the execution of this Agreement.

28 9. DATE OF COMPLETION: The construction of the
29 Improvements shall commence within 30 days after the date of
30 the execution of this Agreement and shall be completed, and all
31 rubbish, trash, debris, surplus material and equipment removed
32 from the Worksite, within 12 months thereafter.

(i) enter into an agreement with the City and a local financial institution that is acceptable to the City, which agreement shall provide, generally, that an amount that is equal to the estimated full cost of the Improvements, plus the estimated cost of the clean-up of the Worksite, has been deposited in or credited to an account with such financial institution and is dedicated specifically and solely for the purpose of securing the completion of the construction and installation of the Improvements and the removal of all rubbish, trash, debris, surplus material and equipment from the Worksite and that such financial institution will not disburse funds from such account except upon requests that are signed jointly by the Owner and the City and will retain ten percent (10%) of the funds in such account until it receives a written statement by the City Engineer to the effect that all of the work that is required of the Owner hereunder has been completed in a satisfactory manner, is in full accordance with the terms hereof and has been accepted by the City Council; (ii) deliver to the City a first deed of trust, which names the City as the beneficiary thereof, on real property that is situate within or near the corporate boundaries of the City and has an appraised value that is equal to at least one hundred forty percent (140%) of the estimated full cost of the Improvements, plus the estimated cost of the clean-up of the Worksite, and in which the Owner or the trustor, if someone other than the Owner owns the real property that is subject to such deed of trust, acknowledges that such deed of trust is given to the City as security for the faithful performance by the Owner of all of the terms, conditions and covenants on its part to be performed pursuant to this Agreement; or (iii) deposit with the City, in cash or in government securities that are approved by the City, an amount that is equal to the estimated full cost of the Improvements, plus the estimated cost of the clean-up of the

1 Worksite.

2 12. Upon the Owner's delivery to the City of the per-
3 formance security that is required by Paragraph 11 above, and the
4 acceptance thereof by the City, the City shall perform all such
5 acts as may be required of it in order to permit the Owner's
6 final map to be recorded in the Office of the County Recorder of
7 Clark County, Nevada.

8 13. CERTIFICATES OF OCCUPANCY: The City may, at its
9 option, refuse to issue any certificate of occupancy with respect
10 to the Property until such time as the Improvements have been
11 fully constructed and installed and approved and accepted by the
12 City Council.

13 14. PERFORMANCE OF ADDITIONAL AGREEMENTS: The Owner
14 further agrees that, in addition to its performance of all of the
15 terms, conditions and covenants on its part to be performed under
16 this Agreement, it will faithfully perform all of the promises
17 and agreements that it may have made to said Planning Commission
18 or the City Council, or both, in order to obtain approval for its
19 final map.

20 15. RESPONSIBILITY FOR THE WORKSITE: The Owner hereby
21 assumes all responsibility for protecting and caring for the work
22 and maintaining the Worksite and all other areas in which any
23 construction work in connection with the development of the
24 Property is performed in a safe and secure manner from the date
25 of the execution of this Agreement until the date of the final
26 acceptance by the City Council of the Improvements. The respon-
27 sibilities that are assumed herein by the Owner shall include
28 without limitation the responsibility to keep the Worksite free
29 and clear of dangerous accumulations of rubbish, trash and debris
30 and to install and maintain, in a sufficient number, proper
31 barricades, traffic controls, lights, excavation covers and simi-
32 lar protection devices.

1 16. INDEMNIFICATION: (A) The Owner hereby agrees to
2 protect, indemnify and hold the City, its officers, employees and
3 agents, harmless from and against any and all claims, damages,
4 losses, expenses, suits, actions, decrees, judgments, awards,
5 attorneys' fees and court costs which the City, its officers,
6 employees or agents, may suffer, or which may be sought against,
7 or are recovered or obtainable from, the City, its officers, em-
8 ployees or agents, as a result of, or by reason of, or arising
9 out of or in consequence of any act or omission, negligent or
10 otherwise, of the Owner or its contractor, subcontractors, agents
11 or anyone who is directly or indirectly employed by, or is acting
12 in concert with, the Owner, its contractor, subcontractors or
13 agents in the construction or installation of the Improvements.

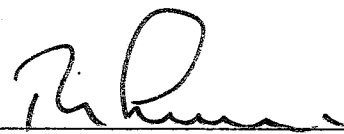
14 (B) In this connection, the Owner expressly agrees, at
15 its sole cost and expense, to defend the City, its officers,
16 employees and agents, in any suit or action that may be brought
17 against it or them, or any of them, by reason of any act or
18 omission, negligent or otherwise, against which the Owner has
19 agreed to indemnify the City, its officers, employees and agents.
20 If the Owner fails so to do, the City shall have the right, but
21 not the obligation to defend same and to charge all of the direct
22 and incidental costs of such defense, including attorneys' fees
23 and court costs, to the Owner, and the City may recover such
24 costs, or such portion thereof as may be available, from the per-
25 formance security that it holds pursuant to Paragraph 11 above if

26
27
28
29
30
31
32

1 such security has not theretofore been exhausted or released.

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

5 CITY OF LAS VEGAS

6
7 By 
8 RON LURIE, Mayor
9 The "City" *Approved
10 3-9-89*

11 ATTEST:

12
13 
14 KATHLEEN M. TIGHE, City Clerk BAILEY & MCGAH

15 By 

16 By Attorney IN Fact
17 The "Owner"

18 WITNESS:

19 _____

20 (Add Acknowledgements and Corporate Certificates)

PARTNERSHIP CERTIFICATE

I, JAMES W. HIBBETTS certify that I am
 (~~a Partner~~, the Agent) of the Partnership named as Subdivider in the foregoing
 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)

James W. Hibbetts
 (Partner, Agent)

STATE OF Nevada
 COUNTY OF Clark ss.

On this 8th day of March 1989, before me personally
 appeared James W. Hibbetts known to me
 and known by me to be the person who executed the above instrument, who, being
 by me first duly sworn, did depose and say that he is a ^{attorney in fact} ~~general partner~~ in the
 firm of Bailey + McMahon, a General
Partnership
 that said firm consists of ~~himself~~ and

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

Donna Messer
 Notary Public in and for the
 County of Clark
 State of Nevada

My Commission Expires:

11-3-96

(NOTARIAL SEAL)



NOTARY PUBLIC
 STATE OF NEVADA
 County of Clark
 DONNA MESSER

My Appointment Expires Nov. 3, 1990

CITY OF LAS VEGAS
BOND AND FEE FORM

DEVELOPER Bailey & McGah

PROJECT Valley West XI Phase 1

W.O. No. 881201

APPROVAL SERY NORATH
SECTION - 4
TOWNSHIP - 21
RANGE - 60

ACRES - 23.155

SUBDIVISION
No. of Lots - 75

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	COST
1	2" A.C. Paving	15400 SY	\$2.90 SY	\$44,660.00
2	3" A.C. Paving	3370 SY	\$4.35 SY	\$14,659.50
3	4" A.C. Paving	7029 SY	\$6.85 SY	\$48,148.65
4	Open Grade	SY	\$1.45 SY	\$0.00
5	Type I Gravel Base	1750 CY	\$7.60 CY	\$13,300.00
6	Type II Gravel Base	19940 CY	\$7.60 CY	\$151,544.00
7	Excavation & Embankment	60420 CY	\$2.40 CY	\$145,008.00
8	Curb & Gutter	8651 LF	\$4.15 LF	\$35,901.65
9	Concrete Valley Gutter	3056 SF	\$3.35 SF	\$10,237.60
10	4" Concrete Sidewalk	32791 SF	\$1.45 SF	\$47,546.95
11	Driveway	11250 SF	\$3.05 SF	\$34,312.50
12	Streetlight (STD. Base)	33 Ea	\$1,710.00 Ea	\$56,430.00
13	Streetlight (Breakaway Base)	Ea	\$2,280.00 Ea	\$0.00
14	Flood Control	LS	\$1.00 LS	\$0.00
15	Sidewalk Underdrains	Ea	\$715.00 Ea	\$0.00
16	Traffic Signals	LS	\$1.00 LS	\$0.00
17	Handicap Ramp	13 Ea	\$250.00 Ea	\$3,250.00
18	Survey Monuments	17 Ea	\$250.00 LS	\$4,250.00
19	4" Sewer	1995 LF	\$9.50 LF	\$18,952.50
20	8" Sewer	7724 LF	\$14.25 LF	\$110,067.00
21	10" Sewer	LF	\$19.00 LF	\$0.00
22	Sewer	LF	LF	\$0.00
23	Sewer Manholes under 6'	27 Ea	\$855.00 Ea	\$23,085.00
24	Sewer Manholes over 6'	Ea	\$1,710.00 Ea	\$0.00
25	Sewer Manhole Adjustment	Ea	\$620.00 Ea	\$0.00
26	6" Water Main	3280 LF	\$11.90 LF	\$39,032.00
27	8" Water Main	911 LF	\$14.25 LF	\$12,981.75
28	10" Water Main	LF	\$19.00 LF	\$0.00
29	12" Water Main	LF	\$23.75 LF	\$0.00
30	Water Main	LF	LF	\$0.00
31	Fire Hydrant	7 Ea	\$1,710.00 Ea	\$11,970.00
32	Fire Hydrant Relocate	Ea	\$1,425.00 Ea	\$0.00
33	Water Service to Lots	75 Ea	\$235.00 Ea	\$17,625.00
34	Power to Lots	75 Ea	\$475.00 Ea	\$35,625.00
35	Telephone to Lots	75 Ea	\$250.00 Ea	\$18,750.00
36	Misc. Trenching	LF	\$5.00 LF	\$0.00
37	Pullbox	Ea	\$100.00 Ea	\$0.00
38	Street/Stop Signs	16 Ea	\$100.00 Ea	\$1,600.00
39				
40				

INSPECTION FEES

First \$25,000	2.00%	\$500.00
Next \$75,000	1.50%	\$1,125.00
Over \$100,000	1.25%	\$9,986.71
Plan Check	0.50%	\$4,494.69
Sub. Fin. Map		
Plan Check	30.00	\$105.00
TOTAL FEES		
		\$16,211

F.D 1/89

ESTIMATED CONSTRUCTION COSTS

	\$898,937
Contingencies (+10%)	\$89,894
TOTAL AMOUNT OF BOND	\$988,831
CBS Consultants	
Submitted by: <i>[Signature]</i>	
Date: <i>2/83/89</i>	
Approved By <i>[Signature]</i> Date <i>3-3-89</i>	



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

Bond No. 11132655272
Premium: \$11,866.00

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, BAILEY & 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 NINE HUNDRED EIGHTY-
EIGHT THOUSAND, EIGHT HUNDRED THIRTY-ONE AND NO/100THS *****
***** (\$988,831.00 ***)
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:

VALLEY WEST XI, PHASE I, 75 LOTS

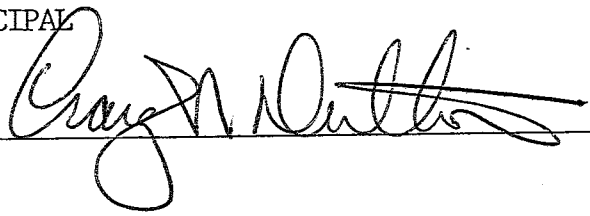
WHEREAS, the said Obligee requires that a performance bond be furnished guaranteeing
the completion of the improvements as recited above.

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 6th day of MARCH, 1989.

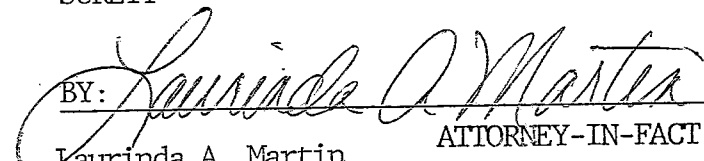
BAILEY & MCGAH, A NEVADA PARTNERSHIP

PRINCIPAL

BY: 

THE AMERICAN INSURANCE COMPANY

SURETY

BY: 

Laurinda A. Martin

ATTORNEY-IN-FACT

COUNTERSIGNED BY:



Nevada Resident Agent

CITY COUNCIL MINUTES

MEETING OF

JANUARY 17, 1990

AGENDA*City of Las Vegas*

CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

Page 15

ITEM

ACTION

CONTINUED

IV. (g.) DEPARTMENT OF PUBLIC WORKS*B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS3. VALLEY WEST X - UNIT #4
(Bailey & McGah)

Property generally located on the west side of Durango Drive, south of Charleston Boulevard, 39 Lots, 11.9 Acres, Zoned R-1.

*C. SUBSTITUTION OF SUBDIVISION BOND1. SUNLAND CONSOLIDATED, INC.
Painted Desert Parcel 16-A

Request to post a substitute bond for the balance of the original bond with the Insurance Company of the West in the amount of \$243,770 with a substitute bond in the amount of \$60,942.50 for the remainder of the offsite improvements.

D. TRAFFIC AND PARKING COMMISSION ITEMS1. REQUEST TO CHANGE TIME ON PARKING METER AT 1208 S. MAIN STREET

Request from Ruth E. Brandt of Frank's Safe and Lock Company, 1208 S. Main Street to change one 2-hour parking meter to a 15-minute meter located in front of that address to increase parking turnover.

T & P Commission Recommendation:
APPROVAL, provided the applicant pays the costs associated with this change.

Staff Recommendation: APPROVAL

NOLEN - APPROVED Items A.1, B.1 thru B.3 & C.1 as recommended - UNANIMOUS

Staff to proceed

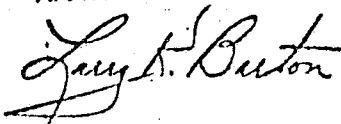
APPROVED - See above

Clerk to notify

NOLEN - APPROVED as recommended - UNANIMOUS

Staff to proceed

APPROVED AGENDA Item



1 OFF-SITE IMPROVEMENTS AGREEMENT
2 (SUB-DIVISION)
3

4 THIS AGREEMENT, made and entered into this 12th day
5 of DECEMBER, 1988, by and between the CITY OF LAS
6 VEGAS, a municipal corporation of the State of Nevada (herein-
7 after referred to as the "City"), and BAILEY & McGAH P.O. BOX
8 19102, LAS VEGAS, NV. 89102 (hereinafter referred to
9 as the "Owner"),
10

11 W I T N E S S E T H:

12 WHEREAS, the Owner is the owner of record of that cer-
13 tain real property that is located within the corporate boun-
14 daries of the City at WEST SIDE OF DURANGO DRIVE, SOUTH OF CHARLESTON
15 BLVD.

16 (the "Property" herein); and

17 WHEREAS, the Planning Commission of the City, at a
18 meeting thereof that was held on JANUARY 8, 1987, con-
19 ditionally approved the tentative map of VALLEY WEST X
20 _____, a proposed subdivision of the
21 Property and recommended the approval thereof to the City
22 Council; and

23 WHEREAS, the City Council, at a meeting thereof that was
24 held on FEBRUARY 14, 1987, approved such tentative
25 map, subject to certain conditions; and

26 WHEREAS, said Planning Commission, at a meeting thereof
27 that was held on JUNE 9, 1988, approved the final
28 map of VALLEY WEST X - UNIT #4,
29 subject to certain recommendations and the construction and
30 installation of certain off-site improvements, as the same are
31 required by Title 18 of the Las Vegas Municipal Code; and

32 WHEREAS, the City Council, at a meeting thereof that was

1 held on N/A 19____, approved such final map,
2 subject to the recommendations of said Planning Commission and
3 the construction and installation of such off-site improvements,
4 as such recommendations and the requirements for the construction
5 and installation of such off-site improvements may have been
6 modified in such approval, and, as a condition precedent to the
7 recording of such final map, required the execution by the Owner
8 of an agreement that provides for the construction and installa-
9 tion by the Owner of such off-site improvements (the "Improvements"
10 herein); and

11 WHEREAS, by its execution of this Agreement, the Owner
12 intends to bind and obligate itself and its heirs, successors and
13 assigns to install the Improvements in the manner and at the
14 times that are hereinafter set forth;

15 NOW, THEREFORE, for and in consideration of the premises,
16 of the mutual promises and agreements that are hereinafter con-
17 tained and of other good and valuable considerations, the receipt
18 and sufficiency of which is hereby acknowledged by each of the
19 parties hereto, said parties do hereby agree as follows:

20 1. COVENANT OF INSTALLATION AND WORKSITE CLEAN-UP:

21 The Owner, for itself, its heirs, successors and assigns, hereby
22 covenants and agrees that:

23 (A) At its sole cost and expense, the Owner shall
24 install all of the Improvements strictly in accordance with plans
25 and specifications that are approved by the City pursuant to
26 Paragraph 2 hereof.

27 (B) Prior to the final acceptance of the Improvements
28 by the City, and as a condition thereof, the Owner shall, at its
29 sole cost and expense and to the City's satisfaction, remove all
30 rubbish, trash, debris, surplus material and equipment from the
31 area that is subject to this Agreement and the adjacent proper-
32 ties (collectively, the "Worksite" herein).

1 2. PLANS AND SPECIFICATIONS: The Owner agrees to sub-
2 mit to the City, and, prior to the commencement of the construc-
3 tion, obtain the approval by the City of, the plans and
4 specifications for the Improvements, including without limitation
5 the street plans and profiles, typical street sections, sewer
6 plans and profiles, electric light layout and architectural
7 arrangements of the housing units. The Owner hereby assumes full
8 and complete responsibility for the accuracy of such plans and
9 specifications, and any subsequent approval thereof by the City
10 shall not relieve the Owner of such responsibility.

11 3. NOTIFICATION AND INSPECTIONS: (A) The Owner
12 agrees to notify the City Engineer, not less than twenty-four
13 (24) hours in advance of the time when such work is anticipated
14 to commence, of the anticipated date and the hour for the com-
15 mencement of work with respect to any of the following items:

- 16 Laying of utility lines and storm drains;
- 17 Backfilling of utility line trenches & storm drain
- 18 trenches;
- 19 Placing concrete for curb, gutter, sidewalk, valley
- 20 gutter storm drain structures, manholes and
- 21 street lighting foundations;
- 22 Excavation for roadway;
- 23 Placing of Type I gravel base course;
- 24 Placing of Type II gravel base course;
- 25 Priming base course;
- 26 Placing asphalt concrete surfacing;
- 27 Sealing pavements (fog seal or open grade
- 28 surfacing); and
- 29 Installing street lighting.

30 (B) If, after such notice has been given, conditions
31 develop that delay the commencement of such work for more than
32 two (2) hours, the Owner agrees to notify the City Engineer of

1 such delay.

2 (C) It is understood and agreed that, should the Owner
3 suspend work on any of such items for a period that is longer
4 than overnight; Saturdays, Sundays and holidays excepted, a new
5 notification shall be made to the City Engineer before work may
6 recommence with respect to any of such items.

7 4. STATEMENT OF INSPECTION: Whenever the City
8 Engineer, or his authorized representative, inspects any of the
9 work that is described in Paragraph 3 above and finds that such
10 work has been performed in a satisfactory manner for incor-
11 poration into the completed project, the City Engineer, or his
12 authorized representative, shall issue a statement of inspection
13 which shall permit the Owner to proceed with the next phase of
14 the construction; provided, however, that the inspection and
15 approval of any phase of the work shall not relieve the Owner of
16 its responsibility for the proper construction, installation and
17 maintenance of the work, materials and equipment, in accordance
18 with the standards that are set forth in Paragraph 8 hereof, or
19 abridge the right of the City to require the correction of faulty
20 workmanship or the replacement of defective materials at any time
21 during the course, or subsequent to the completion, of the work,
22 notwithstanding the fact that the construction has proceeded
23 according to plans and specifications that have been approved by
24 the City. Ordinarily, not less than one continuous block of any
25 item of the work will be inspected or approved. Should subsur-
26 face conditions, including without limitation excess water, clay
27 salts, voids or similar defects, subsequently be discovered, the
28 City may require the Owner, at the Owner's sole cost and expense,
29 to alter its plans and specifications for any further construc-
30 tion or to correct, change or reconstruct the area that is
31 affected by such conditions, or to take both of such actions.

32 5. UTILITIES: The Owner agrees, at its sole cost and

1 expense, to make any adjustment in the construction and installa-
2 tion of the Improvements which is necessary in order to accom-
3 modate the location of all existing utilities or, in the
4 alternative and with the approval of the utility company that
5 owns such utilities, to adjust such utilities in order to avoid
6 any conflict between them and the Improvements.

7 6. MAPS AND PLANS: The Owner agrees to furnish to the
8 City, upon the completion of the Improvements, the following
9 information: (i) a map which accurately depicts by lettered
10 dimensions the location of all manholes, the location, size and
11 depth of all sewer mains and the location of all laterals and
12 wyes for the connection of house service lines, (ii) street plans
13 and profiles, (iii) sewer plans and profiles, (iv) street section
14 plans, (v) electrical light layout plans and (vi) such other
15 plans, drawings or maps as may be requested by the City Engineer.

16 7. FINAL APPROVAL: (A) The City Council shall not
17 approve or accept the Improvements as a completed project, not-
18 withstanding any prior approval, pursuant to Paragraph 4 above,
19 of any phase of the construction until a final inspection has
20 been made by the City Engineer and he is satisfied that all of
21 the work thereon has been performed in a satisfactory manner.
22 The City hereby reserves the right to require the correction by
23 the Owner of any portion of the Improvements that does not comply
24 with the standards that are set forth in Paragraph 8 hereof.

25 (B) It is expressly understood and agreed by the Owner
26 that final inspection and the approval by the City Council of the
27 Improvements do not relieve the Owner of its responsibility for
28 latent defects in the work.

29 8. STANDARDS OF CONSTRUCTION AND INSTALLATION: The
30 Owner agrees that the construction and installation of the
31 Improvements shall be in accordance with all applicable ordinances
32 and regulations of the City, including without limitation the

1 Uniform Standard Drawings for Public Works Construction, Clark
2 County Area, and the Uniform Standard Specifications for Public
3 Works Construction, Clark County Area, that are in effect on the
4 date of the execution of this Agreement.

5 9. DATE OF COMPLETION: The construction of the
6 Improvements shall commence within 30 days after the date of
7 the execution of this Agreement and shall be completed, and all
8 rubbish, trash, debris, surplus material and equipment removed
9 from the Worksite, within 12 months thereafter.

10 10. DEFAULT: In the event the Owner fails to complete
11 the Improvements and the clean-up of the Worksite within the
12 period that is prescribed in Paragraph 9 above, the City may, at
13 its option, proceed to complete the Improvements and to remove
14 all rubbish, trash, debris, surplus material and equipment from
15 the Worksite at the expense of the Owner or pursue its remedies
16 under the performance security that is provided for in Paragraph
17 11 hereof, or take both of such actions.

18 11. PERFORMANCE SECURITY: (A) In order to secure the
19 faithful performance of all of the terms, conditions and cove-
20 nants of this Agreement, the Owner agrees to execute and deliver
21 to the City a performance bond which is issued by a surety com-
22 pany that is authorized to transact business within the State of
23 Nevada and is in a form that is approved by the City Attorney.
24 Said performance bond shall name the City as the obligee thereof,
25 shall be in a penal sum that is equal to the estimated full cost
26 of the Improvements, plus the estimated cost of the clean-up of
27 the Worksite, shall be conditioned that the Owner shall complete
28 the Improvements and the clean-up of the Worksite within the
29 period that is provided in Paragraph 9 above or, in the event of
30 the default of the Owner so to do, that the proceeds of said bond
31 may, at the option of the City, be used for the payment of the
32 completion of the Improvements and the clean-up of the Worksite

1 upon the City's exercise of its option to complete the same and
2 shall provide that any application to the surety for the release
3 thereof shall not be granted unless such application is accom-
4 panied by a writted statement by the City Engineer to the effect
5 that all of the work that is required of the Owner hereunder has
6 been completed in a satisfactory manner, is in full accordance
7 with the terms hereof and has been accepted by the City Council.

8 (B) In lieu of providing the performance bond that is
9 required by subparagraph (A) of this Paragraph 11, the Owner may
10 (i) enter into an agreement with the City and a local financial
11 institution that is acceptable to the City, which agreement shall
12 provide, generally, that an amount that is equal to the estimated
13 full cost of the Improvements, plus the estimated cost of the
14 clean-up of the Worksite, has been deposited in or credited to an
15 account with such financial institution and is dedicated specifi-
16 cally and solely for the purpose of securing the completion of
17 the construction and installation of the Improvements and the
18 removal of all rubbish, trash, debris, surplus material and
19 equipment from the Worksite and that such financial institution
20 will not disburse funds from such account except upon requests
21 that are signed jointly by the Owner and the City and will retain
22 ten percent (10%) of the funds in such account until it receives
23 a written statement by the City Engineer to the effect that all
24 of the work that is required of the Owner hereunder has been
25 completed in a satisfactory manner, is in full accordance with
26 the terms hereof and has been accepted by the City Council; (ii)
27 deliver to the City a first deed of trust, which names the City
28 as the beneficiary thereof, on real property that is situate
29 within or near the corporate boundaries of the City and has an
30 appraised value that is equal to at least one hundred forty per-
31 cent (140%) of the estimated full cost of the Improvements, plus
32 the estimated cost of the clean-up of the Worksite, and in which

1 the Owner or the trustor, if someone other than the Owner owns
2 the real property that is subject to such deed of trust,
3 acknowledges that such deed of trust is given to the City as
4 security for the faithful performance by the Owner of all of the
5 terms, conditions and covenants on its part to be performed pur-
6 suant to this Agreement; or (iii) deposit with the City, in cash
7 or in government securities that are approved by the City, an
8 amount that is equal to the estimated full cost of the
9 Improvements, plus the estimated cost of the clean-up of the
10 Worksite.

11 12. Upon the Owner's delivery to the City of the per-
12 formance security that is required by Paragraph 11 above, and the
13 acceptance thereof by the City, the City shall perform all such
14 acts as may be required of it in order to permit the Owner's
15 final map to be recorded in the Office of the County Recorder of
16 Clark County, Nevada.

17 13. CERTIFICATES OF OCCUPANCY: The City may, at its
18 option, refuse to issue any certificate of occupancy with respect
19 to the Property until such time as the Improvements have been
20 fully constructed and installed and approved and accepted by the
21 City Council.

22 14. PERFORMANCE OF ADDITIONAL AGREEMENTS: The Owner
23 further agrees that, in addition to its performance of all of the
24 terms, conditions and covenants on its part to be performed under
25 this Agreement, it will faithfully perform all of the promises
26 and agreements that it may have made to said Planning Commission
27 or the City Council, or both, in order to obtain approval for its
28 final map.

29 15. RESPONSIBILITY FOR THE WORKSITE: The Owner hereby
30 assumes all responsibility for protecting and caring for the work
31 and maintaining the Worksite and all other areas in which any
32 construction work in connection with the development of the

1 Property is performed in a safe and secure manner from the date
2 of the execution of this Agreement until the date of the final
3 acceptance by the City Council of the Improvements. The respon-
4 sibilities that are assumed herein by the Owner shall include
5 without limitation the responsibility to keep the Worksite free
6 and clear of dangerous accumulations of rubbish, trash and debris
7 and to install and maintain, in a sufficient number, proper
8 barricades, traffic controls, lights, excavation covers and simi-
9 lar protection devices.

10 16. INDEMNIFICATION: (A) The Owner hereby agrees to
11 protect, indemnify and hold the City, its officers, employees and
12 agents, harmless from and against any and all claims, damages,
13 losses, expenses, suits, actions, decrees, judgments, awards,
14 attorneys' fees and court costs which the City, its officers,
15 employees or agents, may suffer, or which may be sought against,
16 or are recovered or obtainable from, the City, its officers, em-
17 ployees or agents, as a result of, or by reason of, or arising
18 out of or in consequence of any act or omission, negligent or
19 otherwise, of the Owner or its contractor, subcontractors, agents
20 or anyone who is directly or indirectly employed by, or is acting
21 in concert with, the Owner, its contractor, subcontractors or
22 agents in the construction or installation of the Improvements.

23 (B) In this connection, the Owner expressly agrees, at
24 its sole cost and expense, to defend the City, its officers,
25 employees and agents, in any suit or action that may be brought
26 against it or them, or any of them, by reason of any act or
27 omission, negligent or otherwise, against which the Owner has
28 agreed to indemnify the City, its officers, employees and agents.
29 If the Owner fails so to do, the City shall have the right, but
30 not the obligation to defend same and to charge all of the direct
31 and incidental costs of such defense, including attorneys' fees
32 and court costs, to the Owner, and the City may recover such

1 costs, or such portion thereof as may be available, from the per-
2 formance security that it holds pursuant to Paragraph 11 above if
3 such security has not theretofore been exhausted or released.

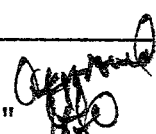
4 IN WITNESS WHEREOF, the parties hereto have caused this
5 Agreement to be executed by their duly authorized representatives
6 the day and year first above written.

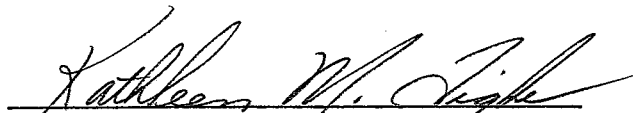
7 CITY OF LAS VEGAS

8
9 By 
10 RON LURIE, Mayor

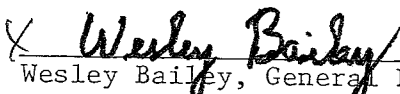
11 ATTEST:

The "City"


42-14-88

12
13 
KATHLEEN M. TIGHE, City Clerk

14 BAILEY & McGAH, By:

15 
16 Wesley Bailey, General Partner

By 
17 James W. Hibbetts
18 Attorney-in-Fact

19 WITNESS:
20
21

22 (Add Acknowledgements and Corporate Certificates)
23
24
25
26
27
28
29
30
31
32

OFFSITE PERMIT
LOCATION OF

OFFSITE PERMITS & SUBDIVISION
BOND & FEES FORM

SUBDIVISION VALLEY WEST X - UNIT 4

ACRES: 11.8787

No. of Lots 39 Calculated by: RAES

Subdivision) Ck. by _____

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	COST
1	2" A.C. Paving & 4" Type II Gravel Base	7,407 S.Y.	3.20 S.Y.	23,894.40
2	3" A.C. Paving & 4" Type II Gravel Base	4,103 S.Y.	4.05 S.Y.	16,800.15
3	Type I Gravel Base	1,515 C.Y.	3.45 C.Y.	5,226.75
4	Excavation	1,938 C.Y.	1.75 C.Y.	3,391.50
5	Embankment	— C.Y.	1.75 C.Y.	—
6	Curb & Gutter	4,135 L.F.	2.85 L.F.	11,784.75
7	Concrete Valley Gutter	2,818 S.F.	2.35 S.F.	6,622.30
8	4" Concrete Sidewalk	17,068 S.F.	1.75 S.F.	29,869.00
9	Light Standard	13 Ea.	1,260.00 Ea.	16,380.00
10	Street Signs	5 Ea.	80.00 Ea.	400.00
11	Stop Signs	2 Ea.	80.00 Ea.	160.00
12	Sewer, 4" V.C.P. PVC	574 L.F.	5.15 L.F.	2,956.10
13	Sewer, 8" V.C.P. PVC	515 L.F.	9.75 L.F.	5,021.25
14	Sewer, 10" V.C.P.	— L.F.	12.00 L.F.	—
15	Sewer	— L.F.	L.F.	—
16	Manholes	2 Ea.	685.00 Ea.	1,370.00
17	Water Main, 6" A.C.P.	412 L.F.	7.45 L.F.	3,069.40
18	Water Main, 8" A.C.P.	1,383 L.F.	9.75 L.F.	13,542.75
19	Water Main, 10" A.C.P.	— L.F.	12.00 L.F.	—
20	Water Main, 12" A.C.P.	— L.F.	14.50 L.F.	—
21	Water Main, 15" A.C.P.	— L.F.	19.00 L.F.	—
22	Water Main	— L.F.	L.F.	—
23	Fire Hydrants	3 Ea.	1,030.00 Ea.	3,090.00
24	Water Services (3/4")	39 Ea.	150.00 Ea.	5,850.00
25	Power to Lots	39 Ea.	115.00 Ea.	4,485.00
26	Survey Monuments	1200.00	Lump Sum	1,200.00
27	Misc. Trenching	— L.F.	5.00 L.F.	—
28	Driveways	4,375 S.F.	3.00 S.F.	13,125.00
29				
30				
31				
32				

* INSPECTION FEES

ESTIMATED CONSTRUCTION COSTS

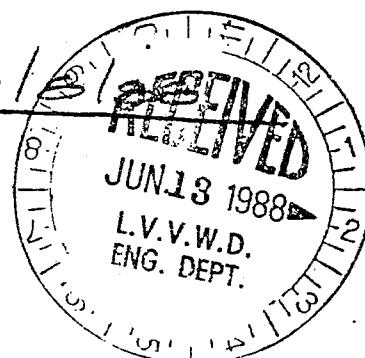
First \$25,000	500.00	\$5. Min. or 2.0%	Contingencies (+10%)	16,823.84
Next \$75,000	1,125.00	1.5%	TOTAL AMOUNT OF BOND	185,128.19
Over \$100,000	353.73	1.25%	* Fees are based on the estimated construction cost and are payable to the City of Las Vegas.	185,200.00
Plan Check (\$25. Min)	841.49	0.5%		
Subdiv. Final Map Plan Check	69.00	\$30.+\$1. Ea. lot		
TOTAL FEES	3,389.22			

NOTE: This is a preliminary cost estimate, based on tentative designs, specific field conditions have not been considered, and this cost estimate should not be used as a basis for contracts or bids. These estimated costs may be revised as needed by the Department of Public Services staff when field conditions or size of project warrants same.

Submitted by: VTN NEVADA

Date 6/13/88

Revised 12/12/79





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

SCR Bond No. 111 3263 7429

Premium: \$2,222.00

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, BATLEY 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 ONE HUNDRED EIGHTY-
FIVE THOUSAND, TWO HUNDRED AND NO/100THS * * * * *

(\$185,200.00 ****)

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:

VALLEY WEST 10 - 4, 39 Lots

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 7th day of December, 1988.

BATLEY AND MCGAH, A NEVADA PARTNERSHIP

PRINCIPAL

BY: Craig M. Muller

THE AMERICAN INSURANCE COMPANY

SURETY

BY: Peder D. Knudsen

Peder D. Knudsen

ATTORNEY-IN-FACT

COUNTERSIGNED BY:

James D. Elliott
Nevada Resident Agent

1 OFF-SITE IMPROVEMENTS AGREEMENT
2 (SUB-DIVISION)

3
4 THIS AGREEMENT, made and entered into this 21st day
5 of June, 1988, by and between the CITY OF LAS
6 VEGAS, a municipal corporation of the State of Nevada (herein-
7 after referred to as the "City"), and BAILEY & McGAH
8 P.O. Box 19102, Las Vegas, NV 89102 (hereinafter referred to
9 as the "Owner"),

10
11 W I T N E S S E T H:

12 WHEREAS, the Owner is the owner of record of that cer-
13 tain real property that is located within the corporate boun-
14 daries of the City at south of West Charleston Blvd., and west of
15 Durango Drive

16 (the "Property" herein); and

17 WHEREAS, the Planning Commission of the City, at a
18 meeting thereof that was held on January 8, 1987, con-
19 ditionally approved the tentative map of VALLEY WEST X

20 _____, a proposed subdivision of the
21 Property and recommended the approval thereof to the City
22 Council; and

23 WHEREAS, the City Council, at a meeting thereof that was
24 held on February 4, 1987, approved such tentative
25 map, subject to certain conditions; and

26 WHEREAS, said Planning Commission, at a meeting thereof
27 that was held on June 9, 1988, approved the final
28 map of VALLEY WEST X UNIT 3,

29 subject to certain recommendations and the construction and
30 installation of certain off-site improvements, as the same are
31 required by Title 18 of the Las Vegas Municipal Code; and

32 WHEREAS, the City Council, at a meeting thereof that was

1 held on N/A 19__, approved such final map,
2 subject to the recommendations of said Planning Commission and
3 the construction and installation of such off-site improvements,
4 as such recommendations and the requirements for the construction
5 and installation of such off-site improvements may have been
6 modified in such approval, and, as a condition precedent to the
7 recording of such final map, required the execution by the Owner
8 of an agreement that provides for the construction and installa-
9 tion by the Owner of such off-site improvements (the "Improvements"
10 herein); and

11 WHEREAS, by its execution of this Agreement, the Owner
12 intends to bind and obligate itself and its heirs, successors and
13 assigns to install the Improvements in the manner and at the
14 times that are hereinafter set forth;

15 NOW, THEREFORE, for and in consideration of the premises,
16 of the mutual promises and agreements that are hereinafter con-
17 tained and of other good and valuable considerations, the receipt
18 and sufficiency of which is hereby acknowledged by each of the
19 parties hereto, said parties do hereby agree as follows:

20 1. COVENANT OF INSTALLATION AND WORKSITE CLEAN-UP:
21 The Owner, for itself, its heirs, successors and assigns, hereby
22 covenants and agrees that:

23 (A) At its sole cost and expense, the Owner shall
24 install all of the Improvements strictly in accordance with plans
25 and specifications that are approved by the City pursuant to
26 Paragraph 2 hereof.

27 (B) Prior to the final acceptance of the Improvements
28 by the City, and as a condition thereof, the Owner shall, at its
29 sole cost and expense and to the City's satisfaction, remove all
30 rubbish, trash, debris, surplus material and equipment from the
31 area that is subject to this Agreement and the adjacent proper-
32 ties (collectively, the "Worksite" herein).

1 2. PLANS AND SPECIFICATIONS: The Owner agrees to sub-
2 mit to the City, and, prior to the commencement of the construc-
3 tion, obtain the approval by the City of, the plans and
4 specifications for the Improvements, including without limitation
5 the street plans and profiles, typical street sections, sewer
6 plans and profiles, electric light layout and architectural
7 arrangements of the housing units. The Owner hereby assumes full
8 and complete responsibility for the accuracy of such plans and
9 specifications, and any subsequent approval thereof by the City
10 shall not relieve the Owner of such responsibility.

11 3. NOTIFICATION AND INSPECTIONS: (A) The Owner
12 agrees to notify the City Engineer, not less than twenty-four
13 (24) hours in advance of the time when such work is anticipated
14 to commence, of the anticipated date and the hour for the com-
15 mencement of work with respect to any of the following items:

16 Laying of utility lines and storm drains;

17 Backfilling of utility line trenches & storm drain
18 trenches;

19 Placing concrete for curb, gutter, sidewalk, valley
20 gutter storm drain structures, manholes and
21 street lighting foundations;

22 Excavation for roadway;

23 Placing of Type I gravel base course;

24 Placing of Type II gravel base course;

25 Priming base course;

26 Placing asphalt concrete surfacing;

27 Sealing pavements (fog seal or open grade
28 surfacing); and

29 Installing street lighting.

30 (B) If, after such notice has been given, conditions
31 develop that delay the commencement of such work for more than
32 two (2) hours, the Owner agrees to notify the City Engineer of

1 such delay.

2 (C) It is understood and agreed that, should the Owner
3 suspend work on any of such items for a period that is longer
4 than overnight, Saturdays, Sundays and holidays excepted, a new
5 notification shall be made to the City Engineer before work may
6 recommence with respect to any of such items.

7 4. STATEMENT OF INSPECTION: Whenever the City
8 Engineer, or his authorized representative, inspects any of the
9 work that is described in Paragraph 3 above and finds that such
10 work has been performed in a satisfactory manner for incor-
11 poration into the completed project, the City Engineer, or his
12 authorized representative, shall issue a statement of inspection
13 which shall permit the Owner to proceed with the next phase of
14 the construction; provided, however, that the inspection and
15 approval of any phase of the work shall not relieve the Owner of
16 its responsibility for the proper construction, installation and
17 maintenance of the work, materials and equipment, in accordance
18 with the standards that are set forth in Paragraph 8 hereof, or
19 abridge the right of the City to require the correction of faulty
20 workmanship or the replacement of defective materials at any time
21 during the course, or subsequent to the completion, of the work,
22 notwithstanding the fact that the construction has proceeded
23 according to plans and specifications that have been approved by
24 the City. Ordinarily, not less than one continuous block of any
25 item of the work will be inspected or approved. Should subsur-
26 face conditions, including without limitation excess water, clay
27 salts, voids or similar defects, subsequently be discovered, the
28 City may require the Owner, at the Owner's sole cost and expense,
29 to alter its plans and specifications for any further construc-
30 tion or to correct, change or reconstruct the area that is
31 affected by such conditions, or to take both of such actions.

32 5. UTILITIES: The Owner agrees, at its sole cost and

1 expense, to make any adjustment in the construction and installa-
2 tion of the Improvements which is necessary in order to accom-
3 modate the location of all existing utilities or, in the
4 alternative and with the approval of the utility company that
5 owns such utilities, to adjust such utilities in order to avoid
6 any conflict between them and the Improvements.

7 6. MAPS AND PLANS: The Owner agrees to furnish to the
8 City, upon the completion of the Improvements, the following
9 information: (i) a map which accurately depicts by lettered
10 dimensions the location of all manholes, the location, size and
11 depth of all sewer mains and the location of all laterals and
12 wyes for the connection of house service lines, (ii) street plans
13 and profiles, (iii) sewer plans and profiles, (iv) street section
14 plans, (v) electrical light layout plans and (vi) such other
15 plans, drawings or maps as may be requested by the City Engineer.

16 7. FINAL APPROVAL: (A) The City Council shall not
17 approve or accept the Improvements as a completed project, not-
18 withstanding any prior approval, pursuant to Paragraph 4 above,
19 of any phase of the construction until a final inspection has
20 been made by the City Engineer and he is satisfied that all of
21 the work thereon has been performed in a satisfactory manner.
22 The City hereby reserves the right to require the correction by
23 the Owner of any portion of the Improvements that does not comply
24 with the standards that are set forth in Paragraph 8 hereof.

25 (B) It is expressly understood and agreed by the Owner
26 that final inspection and the approval by the City Council of the
27 Improvements do not relieve the Owner of its responsibility for
28 latent defects in the work.

29 8. STANDARDS OF CONSTRUCTION AND INSTALLATION: The
30 Owner agrees that the construction and installation of the
31 Improvements shall be in accordance with all applicable ordinances
32 and regulations of the City, including without limitation the

1 Uniform Standard Drawings for Public Works Construction, Clark
2 County Area, and the Uniform Standard Specifications for Public
3 Works Construction, Clark County Area, that are in effect on the
4 date of the execution of this Agreement.

5 9. DATE OF COMPLETION: The construction of the
6 Improvements shall commence within 30 days after the date of
7 the execution of this Agreement and shall be completed, and all
8 rubbish, trash, debris, surplus material and equipment removed
9 from the Worksite, within 12 months thereafter.

10 10. DEFAULT: In the event the Owner fails to complete
11 the Improvements and the clean-up of the Worksite within the
12 period that is prescribed in Paragraph 9 above, the City may, at
13 its option, proceed to complete the Improvements and to remove
14 all rubbish, trash, debris, surplus material and equipment from
15 the Worksite at the expense of the Owner or pursue its remedies
16 under the performance security that is provided for in Paragraph
17 11 hereof, or take both of such actions.

18 11. PERFORMANCE SECURITY: (A) In order to secure the
19 faithful performance of all of the terms, conditions and cove-
20 nants of this Agreement, the Owner agrees to execute and deliver
21 to the City a performance bond which is issued by a surety com-
22 pany that is authorized to transact business within the State of
23 Nevada and is in a form that is approved by the City Attorney.
24 Said performance bond shall name the City as the obligee thereof,
25 shall be in a penal sum that is equal to the estimated full cost
26 of the Improvements, plus the estimated cost of the clean-up of
27 the Worksite, shall be conditioned that the Owner shall complete
28 the Improvements and the clean-up of the Worksite within the
29 period that is provided in Paragraph 9 above or, in the event of
30 the default of the Owner so to do, that the proceeds of said bond
31 may, at the option of the City, be used for the payment of the
32 completion of the Improvements and the clean-up of the Worksite

1 upon the City's exercise of its option to complete the same and
2 shall provide that any application to the surety for the release
3 thereof shall not be granted unless such application is accom-
4 panied by a writted statement by the City Engineer to the effect
5 that all of the work that is required of the Owner hereunder has
6 been completed in a satisfactory manner, is in full accordance
7 with the terms hereof and has been accepted by the City Council.

8 (B) In lieu of providing the performance bond that is
9 required by subparagraph (A) of this Paragraph 11, the Owner may
10 (i) enter into an agreement with the City and a local financial
11 institution that is acceptable to the City, which agreement shall
12 provide, generally, that an amount that is equal to the estimated
13 full cost of the Improvements, plus the estimated cost of the
14 clean-up of the Worksite, has been deposited in or credited to an
15 account with such financial institution and is dedicated specifi-
16 cally and solely for the purpose of securing the completion of
17 the construction and installation of the Improvements and the
18 removal of all rubbish, trash, debris, surplus material and
19 equipment from the Worksite and that such financial institution
20 will not disburse funds from such account except upon requests
21 that are signed jointly by the Owner and the City and will retain
22 ten percent (10%) of the funds in such account until it receives
23 a written statement by the City Engineer to the effect that all
24 of the work that is required of the Owner hereunder has been
25 completed in a satisfactory manner, is in full accordance with
26 the terms hereof and has been accepted by the City Council; (ii)
27 deliver to the City a first deed of trust, which names the City
28 as the beneficiary thereof, on real property that is situate
29 within or near the corporate boundaries of the City and has an
30 appraised value that is equal to at least one hundred forty per-
31 cent (140%) of the estimated full cost of the Improvements, plus
32 the estimated cost of the clean-up of the Worksite, and in which

1 the Owner or the trustor, if someone other than the Owner owns
2 the real property that is subject to such deed of trust,
3 acknowledges that such deed of trust is given to the City as
4 security for the faithful performance by the Owner of all of the
5 terms, conditions and covenants on its part to be performed pur-
6 suant to this Agreement; or (iii) deposit with the City, in cash
7 or in government securities that are approved by the City, an
8 amount that is equal to the estimated full cost of the
9 Improvements, plus the estimated cost of the clean-up of the
10 Worksite.

11 12. Upon the Owner's delivery to the City of the per-
12 formance security that is required by Paragraph 11 above, and the
13 acceptance thereof by the City, the City shall perform all such
14 acts as may be required of it in order to permit the Owner's
15 final map to be recorded in the Office of the County Recorder of
16 Clark County, Nevada.

17 13. CERTIFICATES OF OCCUPANCY: The City may, at its
18 option, refuse to issue any certificate of occupancy with respect
19 to the Property until such time as the Improvements have been
20 fully constructed and installed and approved and accepted by the
21 City Council.

22 14. PERFORMANCE OF ADDITIONAL AGREEMENTS: The Owner
23 further agrees that, in addition to its performance of all of the
24 terms, conditions and covenants on its part to be performed under
25 this Agreement, it will faithfully perform all of the promises
26 and agreements that it may have made to said Planning Commission
27 or the City Council, or both, in order to obtain approval for its
28 final map.

29 15. RESPONSIBILITY FOR THE WORKSITE: The Owner hereby
30 assumes all responsibility for protecting and caring for the work
31 and maintaining the Worksite and all other areas in which any
32 construction work in connection with the development of the

1 Property is performed in a safe and secure manner from the date
2 of the execution of this Agreement until the date of the final
3 acceptance by the City Council of the Improvements. The respon-
4 sibilities that are assumed herein by the Owner shall include
5 without limitation the responsibility to keep the Worksite free
6 and clear of dangerous accumulations of rubbish, trash and debris
7 and to install and maintain, in a sufficient number, proper
8 barricades, traffic controls, lights, excavation covers and simi-
9 lar protection devices.

10 16. INDEMNIFICATION: (A) The Owner hereby agrees to
11 protect, indemnify and hold the City, its officers, employees and
12 agents, harmless from and against any and all claims, damages,
13 losses, expenses, suits, actions, decrees, judgments, awards,
14 attorneys' fees and court costs which the City, its officers,
15 employees or agents, may suffer, or which may be sought against,
16 or are recovered or obtainable from, the City, its officers, em-
17 ployees or agents, as a result of, or by reason of, or arising
18 out of or in consequence of any act or omission, negligent or
19 otherwise, of the Owner or its contractor, subcontractors, agents
20 or anyone who is directly or indirectly employed by, or is acting
21 in concert with, the Owner, its contractor, subcontractors or
22 agents in the construction or installation of the Improvements.

23 (B) In this connection, the Owner expressly agrees, at
24 its sole cost and expense, to defend the City, its officers,
25 employees and agents, in any suit or action that may be brought
26 against it or them, or any of them, by reason of any act or
27 omission, negligent or otherwise, against which the Owner has
28 agreed to indemnify the City, its officers, employees and agents.
29 If the Owner fails so to do, the City shall have the right, but
30 not the obligation to defend same and to charge all of the direct
31 and incidental costs of such defense, including attorneys' fees
32 and court costs, to the Owner, and the City may recover such

costs, or such portion thereof as may be available, from the performance security that it holds pursuant to Paragraph 11 above if such security has not theretofore been exhausted or released.

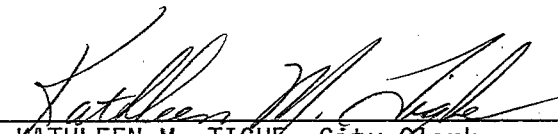
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

By 
RON LURIE, Mayor

The "City"

ATTEST:


KATHLEEN M. TIGHE, City Clerk

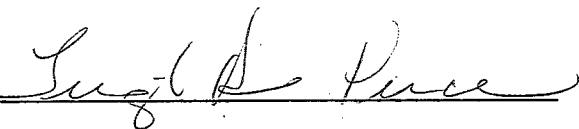
BAILEY & MCGAH

By 
James W. Hibbetts,
Attorney-in-Fact
for Wesley Bailey, General Partner

By _____

WITNESS:

The "Owner"



(Add Acknowledgements and Corporate Certificates)



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

Bond No. 11132525756

Premium: \$ 2,076.00

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, BATLEY & 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 ONE HUNDRED SEVENTY-
THREE THOUSAND AND NO/100THS * * * * *
* * * * * (\$173,000.00 * * * * *)

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:

VALLEY WEST X UNIT 3

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 4th day of June, 1988.

BATLEY & MCGAH, A NEVADA PARTNERSHIP

PRINCIPAL

BY: Craig N. Dutton

THE AMERICAN INSURANCE COMPANY

SURETY

BY: Laurinda A. Martin

Laurinda A. Martin

ATTORNEY-IN-FACT

COUNTERSIGNED BY:

James D. Ellett
Nevada Resident Agent

NOVEMBER 16, 1988

AGENDA*City of Las Vegas*CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 10

ITEM

Council Action

Department Action

IV. (g.) DEPARTMENT OF PUBLIC WORKS (Cont'd.)

*B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS (Cont'd.)

2. VALLEY WEST X UNIT 2
(Bailey & McGah)Property generally located south of
Charleston Boulevard, west of Durango
Drive, 50 Lots, 13.29 Acres, R-1 Zoned.NOLEN -
APPROVED Items
B.1 and B.2.
Unanimous

Staff to proceed.

*C. SUBSTITUTION OF SUBDIVISION BOND

1. STONESTHROW UNIT 4(Nevada General Development-generally
located north of Westcliff Drive, east
of Buffalo Drive)Request from the developers of
Stonestrow Unit 3 to replace their
original Subdivision Bond with Sun State
Bank in favor of a Substitute Bond in a
smaller amount.NOLEN -
APPROVED.
Unanimous~~Clerk to notify~~
Staff to proceed

D. REQUEST FOR SEWER CONNECTION

1. ROBERT ASHTON AND ELSIE ASHTON, ETAL
Monte Cristo Way and Lone Mountain RoadRequest to connect to the City sewer
system for a proposed subdivision located
in the unincorporated area of Clark
County. (20 acres, 44 lots)Staff Recommendation: APPROVAL subject
to conformance with all other applicable
City Codes and Department Standards.NOLEN -
ABEYANCE until
12-7-88.
Unanimous

12-7-88 Agenda.

APPROVED AGENDA ITEM

Larry H. Burton

1059

1059
to
1106

1 OFF-SITE IMPROVEMENTS AGREEMENT
2 (SUB-DIVISION)
3

4 THIS AGREEMENT, made and entered into this 6th day
5 of June, 1987, by and between the CITY OF LAS
6 VEGAS, a municipal corporation of the State of Nevada (herein-
7 after referred to as the "City"), and BAILEY & McGAH
8 P.O. BOX 28378, Las Vegas, NV 89126 (hereinafter referred to
9 as the "Owner"),
10

11 W I T N E S S E T H:

12 WHEREAS, the Owner is the owner of record of that cer-
13 tain real property that is located within the corporate boun-
14 daries of the City at south of Charleston Boulevard, west of
15 Durango Drive
16 (the "Property" herein); and

17 WHEREAS, the Planning Commission of the City, at a
18 meeting thereof that was held on January 8, 1987, con-
19 ditionally approved the tentative map of VALLEY WEST X
20 _____, a proposed subdivision of the
21 Property and recommended the approval thereof to the City
22 Council; and

23 WHEREAS, the City Council, at a meeting thereof that was
24 held on February 4, 1987, approved such tentative
25 map, subject to certain conditions; and

26 WHEREAS, said Planning Commission, at a meeting thereof
27 that was held on N/A, 19____, approved the final
28 map of VALLEY WEST X UNIT 2,
29 subject to certain recommendations and the construction and
30 installation of certain off-site improvements, as the same are
31 required by Title 18 of the Las Vegas Municipal Code; and

32 WHEREAS, the City Council, at a meeting thereof that was

1 held on April 15 19 87, approved such final map,
2 subject to the recommendations of said Planning Commission and
3 the construction and installation of such off-site improvements,
4 as such recommendations and the requirements for the construction
5 and installation of such off-site improvements may have been
6 modified in such approval, and, as a condition precedent to the
7 recording of such final map, required the execution by the Owner
8 of an agreement that provides for the construction and installa-
9 tion by the Owner of such off-site improvements (the "Improvements"
10 herein); and

11 WHEREAS, by its execution of this Agreement, the Owner
12 intends to bind and obligate itself and its heirs, successors and
13 assigns to install the Improvements in the manner and at the
14 times that are hereinafter set forth;

15 NOW, THEREFORE, for and in consideration of the premises,
16 of the mutual promises and agreements that are hereinafter con-
17 tained and of other good and valuable considerations, the receipt
18 and sufficiency of which is hereby acknowledged by each of the
19 parties hereto, said parties do hereby agree as follows:

20 1. COVENANT OF INSTALLATION AND WORKSITE CLEAN-UP:

21 The Owner, for itself, its heirs, successors and assigns, hereby
22 covenants and agrees that:

23 (A) At its sole cost and expense, the Owner shall
24 install all of the Improvements strictly in accordance with plans
25 and specifications that are approved by the City pursuant to
26 Paragraph 2 hereof.

27 (B) Prior to the final acceptance of the Improvements
28 by the City, and as a condition thereof, the Owner shall, at its
29 sole cost and expense and to the City's satisfaction, remove all
30 rubbish, trash, debris, surplus material and equipment from the
31 area that is subject to this Agreement and the adjacent proper-
32 ties (collectively, the "Worksite" herein).

1 2. PLANS AND SPECIFICATIONS: The Owner agrees to sub-
2 mit to the City, and, prior to the commencement of the construc-
3 tion, obtain the approval by the City of, the plans and
4 specifications for the Improvements, including without limitation
5 the street plans and profiles, typical street sections, sewer
6 plans and profiles, electric light layout and architectural
7 arrangements of the housing units. The Owner hereby assumes full
8 and complete responsibility for the accuracy of such plans and
9 specifications, and any subsequent approval thereof by the City
10 shall not relieve the Owner of such responsibility.

11 3. NOTIFICATION AND INSPECTIONS: (A) The Owner
12 agrees to notify the City Engineer, not less than twenty-four
13 (24) hours in advance of the time when such work is anticipated
14 to commence, of the anticipated date and the hour for the com-
15 mencement of work with respect to any of the following items:

16 Laying of utility lines and storm drains;

17 Backfilling of utility line trenches & storm drain
18 trenches;

19 Placing concrete for curb, gutter, sidewalk, valley
20 gutter storm drain structures, manholes and
21 street lighting foundations;

22 Excavation for roadway;

23 Placing of Type I gravel base course;

24 Placing of Type II gravel base course;

25 Priming base course;

26 Placing asphalt concrete surfacing;

27 Sealing pavements (fog seal or open grade
28 surfacing); and

29 Installing street lighting.

30 (B) If, after such notice has been given, conditions
31 develop that delay the commencement of such work for more than
32 two (2) hours, the Owner agrees to notify the City Engineer of

1 such delay.

2 (C) It is understood and agreed that, should the Owner
3 suspend work on any of such items for a period that is longer
4 than overnight, Saturdays, Sundays and holidays excepted, a new
5 notification shall be made to the City Engineer before work may
6 recommence with respect to any of such items.

7 4. STATEMENT OF INSPECTION: Whenever the City
8 Engineer, or his authorized representative, inspects any of the
9 work that is described in Paragraph 3 above and finds that such
10 work has been performed in a satisfactory manner for incor-
11 poration into the completed project, the City Engineer, or his
12 authorized representative, shall issue a statement of inspection
13 which shall permit the Owner to proceed with the next phase of
14 the construction; provided, however, that the inspection and
15 approval of any phase of the work shall not relieve the Owner of
16 its responsibility for the proper construction, installation and
17 maintenance of the work, materials and equipment, in accordance
18 with the standards that are set forth in Paragraph 8 hereof, or
19 abridge the right of the City to require the correction of faulty
20 workmanship or the replacement of defective materials at any time
21 during the course, or subsequent to the completion, of the work,
22 notwithstanding the fact that the construction has proceeded
23 according to plans and specifications that have been approved by
24 the City. Ordinarily, not less than one continuous block of any
25 item of the work will be inspected or approved. Should subsur-
26 face conditions, including without limitation excess water, clay
27 salts, voids or similar defects, subsequently be discovered, the
28 City may require the Owner, at the Owner's sole cost and expense,
29 to alter its plans and specifications for any further construc-
30 tion or to correct, change or reconstruct the area that is
31 affected by such conditions, or to take both of such actions.

32 5. UTILITIES: The Owner agrees, at its sole cost and

1 expense, to make any adjustment in the construction and installa-
2 tion of the Improvements which is necessary in order to accom-
3 modate the location of all existing utilities or, in the
4 alternative and with the approval of the utility company that
5 owns such utilities, to adjust such utilities in order to avoid
6 any conflict between them and the Improvements.

7 6. MAPS AND PLANS: The Owner agrees to furnish to the
8 City, upon the completion of the Improvements, the following
9 information: (i) a map which accurately depicts by lettered
10 dimensions the location of all manholes, the location, size and
11 depth of all sewer mains and the location of all laterals and
12 wyes for the connection of house service lines, (ii) street plans
13 and profiles, (iii) sewer plans and profiles, (iv) street section
14 plans, (v) electrical light layout plans and (vi) such other
15 plans, drawings or maps as may be requested by the City Engineer.

16 7. FINAL APPROVAL: (A) The City Council shall not
17 approve or accept the Improvements as a completed project, not-
18 withstanding any prior approval, pursuant to Paragraph 4 above,
19 of any phase of the construction until a final inspection has
20 been made by the City Engineer and he is satisfied that all of
21 the work thereon has been performed in a satisfactory manner.
22 The City hereby reserves the right to require the correction by
23 the Owner of any portion of the Improvements that does not comply
24 with the standards that are set forth in Paragraph 8 hereof.

25 (B) It is expressly understood and agreed by the Owner
26 that final inspection and the approval by the City Council of the
27 Improvements do not relieve the Owner of its responsibility for
28 latent defects in the work.

29 8. STANDARDS OF CONSTRUCTION AND INSTALLATION: The
30 Owner agrees that the construction and installation of the
31 Improvements shall be in accordance with all applicable ordinances
32 and regulations of the City, including without limitation the

1 Uniform Standard Drawings for Public Works Construction, Clark
2 County Area, and the Uniform Standard Specifications for Public
3 Works Construction, Clark County Area, that are in effect on the
4 date of the execution of this Agreement.

5 9. DATE OF COMPLETION: The construction of the
6 Improvements shall commence within thirty days after the date of
7 the execution of this Agreement and shall be completed, and all
8 rubbish, trash, debris, surplus material and equipment removed
9 from the Worksite, within twelve months thereafter.

10 10. DEFAULT: In the event the Owner fails to complete
11 the Improvements and the clean-up of the Worksite within the
12 period that is prescribed in Paragraph 9 above, the City may, at
13 its option, proceed to complete the Improvements and to remove
14 all rubbish, trash, debris, surplus material and equipment from
15 the Worksite at the expense of the Owner or pursue its remedies
16 under the performance security that is provided for in Paragraph
17 11 hereof, or take both of such actions.

18 11. PERFORMANCE SECURITY: (A) In order to secure the
19 faithful performance of all of the terms, conditions and cove-
20 nants of this Agreement, the Owner agrees to execute and deliver
21 to the City a performance bond which is issued by a surety com-
22 pany that is authorized to transact business within the State of
23 Nevada and is in a form that is approved by the City Attorney.
24 Said performance bond shall name the City as the obligee thereof,
25 shall be in a penal sum that is equal to the estimated full cost
26 of the Improvements, plus the estimated cost of the clean-up of
27 the Worksite, shall be conditioned that the Owner shall complete
28 the Improvements and the clean-up of the Worksite within the
29 period that is provided in Paragraph 9 above or, in the event of
30 the default of the Owner so to do, that the proceeds of said bond
31 may, at the option of the City, be used for the payment of the
32 completion of the Improvements and the clean-up of the Worksite

1 upon the City's exercise of its option to complete the same and
2 shall provide that any application to the surety for the release
3 thereof shall not be granted unless such application is accom-
4 panied by a writted statement by the City Engineer to the effect
5 that all of the work that is required of the Owner hereunder has
6 been completed in a satisfactory manner, is in full accordance
7 with the terms hereof and has been accepted by the City Council.

8 (B) In lieu of providing the performance bond that is
9 required by subparagraph (A) of this Paragraph 11, the Owner may
10 (i) enter into an agreement with the City and a local financial
11 institution that is acceptable to the City, which agreement shall
12 provide, generally, that an amount that is equal to the estimated
13 full cost of the Improvements, plus the estimated cost of the
14 clean-up of the Worksite, has been deposited in or credited to an
15 account with such financial institution and is dedicated specifi-
16 cally and solely for the purpose of securing the completion of
17 the construction and installation of the Improvements and the
18 removal of all rubbish, trash, debris, surplus material and
19 equipment from the Worksite and that such financial institution
20 will not disburse funds from such account except upon requests
21 that are signed jointly by the Owner and the City and will retain
22 ten percent (10%) of the funds in such account until it receives
23 a written statement by the City Engineer to the effect that all
24 of the work that is required of the Owner hereunder has been
25 completed in a satisfactory manner, is in full accordance with
26 the terms hereof and has been accepted by the City Council; (ii)
27 deliver to the City a first deed of trust, which names the City
28 as the beneficiary thereof, on real property that is situate
29 within or near the corporate boundaries of the City and has an
30 appraised value that is equal to at least one hundred forty per-
31 cent (140%) of the estimated full cost of the Improvements, plus
32 the estimated cost of the clean-up of the Worksite, and in which

1 the Owner or the trustor, if someone other than the Owner owns
2 the real property that is subject to such deed of trust,
3 acknowledges that such deed of trust is given to the City as
4 security for the faithful performance by the Owner of all of the
5 terms, conditions and covenants on its part to be performed pur-
6 suant to this Agreement; or (iii) deposit with the City, in cash
7 or in government securities that are approved by the City, an
8 amount that is equal to the estimated full cost of the
9 Improvements, plus the estimated cost of the clean-up of the
10 Worksite.

11 12. Upon the Owner's delivery to the City of the per-
12 formance security that is required by Paragraph 11 above, and the
13 acceptance thereof by the City, the City shall perform all such
14 acts as may be required of it in order to permit the Owner's
15 final map to be recorded in the Office of the County Recorder of
16 Clark County, Nevada.

17 13. CERTIFICATES OF OCCUPANCY: The City may, at its
18 option, refuse to issue any certificate of occupancy with respect
19 to the Property until such time as the Improvements have been
20 fully constructed and installed and approved and accepted by the
21 City Council.

22 14. PERFORMANCE OF ADDITIONAL AGREEMENTS: The Owner
23 further agrees that, in addition to its performance of all of the
24 terms, conditions and covenants on its part to be performed under
25 this Agreement, it will faithfully perform all of the promises
26 and agreements that it may have made to said Planning Commission
27 or the City Council, or both, in order to obtain approval for its
28 final map.

29 15. RESPONSIBILITY FOR THE WORKSITE: The Owner hereby
30 assumes all responsibility for protecting and caring for the work
31 and maintaining the Worksite and all other areas in which any
32 construction work in connection with the development of the

1 Property is performed in a safe and secure manner from the date
2 of the execution of this Agreement until the date of the final
3 acceptance by the City Council of the Improvements. The respon-
4 sibilities that are assumed herein by the Owner shall include
5 without limitation the responsibility to keep the Worksite free
6 and clear of dangerous accumulations of rubbish, trash and debris
7 and to install and maintain, in a sufficient number, proper
8 barricades, traffic controls, lights, excavation covers and simi-
9 lar protection devices.

10 16. INDEMNIFICATION: (A) The Owner hereby agrees to
11 protect, indemnify and hold the City, its officers, employees and
12 agents, harmless from and against any and all claims, damages,
13 losses, expenses, suits, actions, decrees, judgments, awards,
14 attorneys' fees and court costs which the City, its officers,
15 employees or agents, may suffer, or which may be sought against,
16 or are recovered or obtainable from, the City, its officers, em-
17 ployees or agents, as a result of, or by reason of, or arising
18 out of or in consequence of any act or omission, negligent or
19 otherwise, of the Owner or its contractor, subcontractors, agents
20 or anyone who is directly or indirectly employed by, or is acting
21 in concert with, the Owner, its contractor, subcontractors or
22 agents in the construction or installation of the Improvements.

23 (B) In this connection, the Owner expressly agrees, at
24 its sole cost and expense, to defend the City, its officers,
25 employees and agents, in any suit or action that may be brought
26 against it or them, or any of them, by reason of any act or
27 omission, negligent or otherwise, against which the Owner has
28 agreed to indemnify the City, its officers, employees and agents.
29 If the Owner fails so to do, the City shall have the right, but
30 not the obligation to defend same and to charge all of the direct
31 and incidental costs of such defense, including attorneys' fees
32 and court costs, to the Owner, and the City may recover such

1 costs, or such portion thereof as may be available, from the per-
2 formance security that it holds pursuant to Paragraph 11 above if
3 such security has not theretofore been exhausted or released.

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

7 CITY OF LAS VEGAS

8
9 By *R. Lurie*
10 RON LURIE, Mayor

11 ATTEST:

The "City"

12 *Kathleen M. Tighe*
13 KATHLEEN M. TIGHE, City Clerk

14 BAILEY & McGAH

15 By *James W. Hibbetts*
16 JAMES W. HIBBETTS

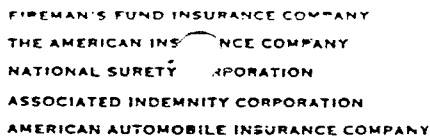
17 By _____

18 WITNESS:

The "Owner"

19
20 *Luan Goodman*

21
22 (Add Acknowledgements and Corporate Certificates)
23
24
25
26
27
28
29
30
31
32



Premium: \$ 2,983.00

James D. Clark
Nevada Resident Agent



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

Bond No. 6454538
Premium: \$ 2,983.00

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, BAILEY AND MC GAH, 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 TWO HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED EIGHTY AND NO/100 - - - - -
\$248,580.00)

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:

VALLEY WEST 10-UNIT 2
FIFTY LOTS (50)

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 10th day of July, 1987.

BAILEY AND MCGAH, A NEVADA PARTNERSHIP

PRINCIPAL

BY: James W. Hihlberts
ATTORNEY-IN-FACT

THE AMERICAN INSURANCE COMPANY

SURETY

BY: Laurinda A. Martin
Laurinda A. Martin ATTORNEY-IN-FACT

COUNTERSIGNED BY:

James D. Elliott
Nevada Resident Agent

OFFSITE PERMIT
LOCATION OF

OFFSITE PERMITS & SUBDIVISION
BOND & FEES FORM

SUBDIVISION VALLEY WEST X - UNIT 2

ACRES: 13.2946

No. of Lots 50 Calculated by: RICK STRUTZ Ck. by _____
(Subdivision)

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	COST
1	2" A.C. Paving & 4" Type II Gravel Base	9,755 S.Y.	3.20 S.Y.	31,216.00
2	3" A.C. Paving & 4" Type II Gravel Base	1,750 S.Y.	4.05 S.Y.	7,087.50
3	Type I Gravel Base	3,292 C.Y.	3.45 C.Y.	11,357.40
4	Excavation	3,043 C.Y.	1.75 C.Y.	5,325.25
5	Embankment	— C.Y.	1.75 C.Y.	—
6	Curb & Gutter	5,011 L.F.	2.85 L.F.	14,281.35
7	Concrete Valley Gutter	1,848 S.F.	2.35 S.F.	4,342.80
8	4" Concrete Sidewalk	18,755 S.F.	1.75 S.F.	32,821.25
9	Light Standard	10 Ea.	1,260.00 Ea.	12,600.00
10	Street Signs	3 Ea.	80.00 Ea.	240.00
11	Stop Signs	3 Ea.	80.00 Ea.	240.00
12	Sewer, 4" V.C.P.	1,563 L.F.	5.15 L.F.	8,049.45
13	Sewer, 8" V.C.P.	2,158 L.F.	9.75 L.F.	21,040.50
14	Sewer, 10" V.C.P.	— L.F.	12.00 L.F.	—
15	Sewer	— L.F.	L.F.	—
16	Manholes	8 Ea.	685.00 Ea.	5,480.00
17	Water Main, 6" A.C.P.	420 L.F.	7.45 L.F.	3,129.00
18	Water Main, 8" A.C.P.	2,388 L.F.	9.75 L.F.	23,283.00
19	Water Main, 10" A.C.P.	— L.F.	12.00 L.F.	—
20	Water Main, 12" A.C.P.	— L.F.	14.50 L.F.	—
21	Water Main, 15" A.C.P.	— L.F.	19.00 L.F.	—
22	Water Main	— L.F.	L.F.	—
23	Fire Hydrants	5 Ea.	1,030.00 Ea.	5,150.00
24	Water Services (3/4")	50 Ea.	150.00 Ea.	7,500.00
25	Power to Lots	50 Ea.	115.00 Ea.	5,750.00
26	Survey Monuments	—	Lump Sum	400.00
27	Misc. Trenching	— L.F.	5.00 L.F.	—
28	Driveways	10,300 S.F.	3.00 S.F.	18,900.00
29				
30				
31				
32				

* INSPECTION FEES

			ESTIMATED CONSTRUCTION COSTS	225,988.50
First \$25,000	500.00	\$5. Min. cr	Contingencies (+10%)	22,598.85
Next \$75,000	1175.00	2.0%	TOTAL AMOUNT OF BOND	248,587.35
Over \$100,000	1574.86	1.5%		
Plan Check (\$25. Min)	1,129.94	1.25%		
Subdiv. Final Map	80.00	0.5%		
Plan Check		\$30. + \$1. Ea. lot		
TOTAL FEES	4,409.80			

NOTE: This is a preliminary cost estimate, based on tentative designs, specific field conditions have not been considered, and this cost estimate should not be used as a basis for contracts or bids. These estimated costs may be revised as needed by the Department of Public Services staff when field conditions or size of project warrants same.

Submitted by: Richard Strutz Date 4-20-87

Revised 12/12/79

SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this _____ day of _____, 19____, by and between BAILEY & McGAH
P. O. Box 19102
Las Vegas, Nevada 89102 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 July 11, 1985, the said Commission conditionally approved a tentative map of the premises known as VALLEY WEST IX located in Las Vegas, and recommended its approval by the City Council of Las Vegas, Clark County, Nevada; and

(C) WHEREAS, at the regular meeting held on August 7, 1985, the City Council of said City of Las Vegas approved the tentative map of VALLEY WEST IX, subject to certain conditions; and

(D) WHEREAS, at a regular meeting held on September 12, 1985, the City Planning Commission of Las Vegas, Nevada, approved the final map for VALLEY WEST IX, UNIT NO. 2, 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; and

(E) WHEREAS, at a regular meeting held on the 18th day of September, 1985, the City Council 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
UNIT NO. 2 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;
- Excavation 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 proper construction and maintenance of the work, materials and equipment required under the terms of this Agreement until all work has been completed by him and accepted by the City of Las Vegas.

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

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

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

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

(M) The "Subdivider" further agrees that said improvements shall be started within 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 off-site 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 City Council 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 VALLEY WEST IX, UNIT NO. 2 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

BY James W. Hillbitts

BY _____

CITY OF LAS VEGAS, NEVADA,
a Municipal Corporation

BY William H. Briare
WILLIAM H. BRIARE, MAYOR

Approved
10-9-85

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, CITY CLERK

OFFSITE PERMIT
LOCATION or

OFFSITE PERMITS & SUBDIVISION
BOND & FEES FORM

SUBDIVISION

VALLEY WEST IX UNIT 2

ACRES: 17.9

No. of Lots

66

Calculated by: VTN

Ck. by

(Subdivision)

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	COST
1	2" A.C. Paving & 4" Type II Gravel Base	12392 S.Y.	3.20 S.Y.	39654.40
2	3" A.C. Paving & 4" Type II Gravel Base	6170 S.Y.	4.05 S.Y.	24,988.50
3	Type I Gravel Base	0 C.Y.	3.45 C.Y.	
4	Excavation	7880 C.Y.	1.75 C.Y.	13,790.00
5	Embankment	0 C.Y.	1.75 C.Y.	
6	Curb & Gutter	7021 L.F.	2.85 L.F.	20,009.85
7	Concrete Valley Gutter	2070 S.F.	2.35 S.F.	4,864.50
8	4" Concrete Sidewalk	27200 S.F.	1.75 S.F.	47,600.00
9	Light Standard	17 Ea.	1,260.00 Ea.	21,420.00
10	Street Signs	8 Ea.	80.00 Ea.	640.00
11	Stop Signs	4 Ea.	80.00 Ea.	320.00
12	Sewer, 4" V.C.P.	2145 L.F.	5.15 L.F.	11,046.75
13	Sewer, 8" V.C.P.	2737 L.F.	9.75 L.F.	26,685.75
14	Sewer, 10" V.C.P.	0 L.F.	12.00 L.F.	
15	Sewer	0 L.F.	L.F.	
16	Manholes	17 Ea.	685.00 Ea.	9,590.00
17	Water Main, 6" A.C.P.	1285 L.F.	7.45 L.F.	9,573.25
18	Water Main, 8" A.C.P.	1311 L.F.	9.75 L.F.	12,782.25
19	Water Main, 10" A.C.P.	0 L.F.	12.00 L.F.	
20	Water Main, 12" A.C.P.	0 L.F.	14.50 L.F.	
21	Water Main, 15" A.C.P.	0 L.F.	19.00 L.F.	
22	Water Main 4" ACP	270 L.F.	5.50 L.F.	1,485.00
23	Fire Hydrants	5 Ea.	1,030.00 Ea.	5,150.00
24	Water Services (3/4")	66 Ea.	150.00 Ea.	9,900.00
25	Power to Lots	66 Ea.	115.00 Ea.	7,590.00
26	Survey Monuments	0	Lump Sum	1,600.00
27	Misc. Trenching	0 L.F.	5.00 L.F.	
28	Driveways	9240 S.F.	3.00 S.F.	27,720.00
29				
30				
31				
32				

* INSPECTION FEES

ESTIMATED CONSTRUCTION COSTS

First \$25,000	500	\$5. Min. cr	Contingencies (+10%)	296,410.25
Next \$75,000	1125	2.0%		29,641.02
Over \$100,000	2455.13	1.5%	TOTAL AMOUNT OF BOND	326,051.27
Plan Check (\$25. Min)	1482.05	0.5%		
Subdiv. Final Map	96.00	\$30.+\$1.	* Fees are based on the estimated construction cost and are payable to the City of Las Vegas.	326,050.00
Plan Check	1980.00	Ea. lot		9/24/85
TOTAL FEES	7542.18			

5658.18

NOTE: This is a preliminary cost estimate, based on tentative designs, specific field conditions have not been considered, and this cost estimate should not be used as a basis for contracts or bids. These estimated costs may be revised as needed by the Department of Public Services staff when field conditions or size of project warrants same.

Submitted by:

VTN

Date

9/18/85

Revised 12/12/79

1 OFF-SITE IMPROVEMENTS AGREEMENT
2 (SUB-DIVISION)
3

4 THIS AGREEMENT, made and entered into this 16th day
5 of March, 1987, by and between the CITY OF LAS
6 VEGAS, a municipal corporation of the State of Nevada (herein-
7 after referred to as the "City"), and BAILEY & MCGAH
8 P. O. Box 19102
Las Vegas, Nevada 89119 (hereinafter referred to
9 as the "Owner"),
10

11 W I T N E S S E T H:

12 WHEREAS, the Owner is the owner of record of that cer-
13 tain real property that is located within the corporate boun-
14 daries of the City at property generally located south of Charleston
15 Boulevard, west of Durango Drive
16 (the "Property" herein); and

17 WHEREAS, the Planning Commission of the City, at a
18 meeting thereof that was held on January 8, 1987, con-
19 ditionally approved the tentative map of VALLEY WEST X
20 _____, a proposed subdivision of the
21 Property and recommended the approval thereof to the City
22 Council; and

23 WHEREAS, the City Council, at a meeting thereof that was
24 held on February 4, 1987, approved such tentative
25 map, subject to certain conditions; and

26 WHEREAS, said Planning Commission, at a meeting thereof
27 that was held on February 12, 1987, approved the final
28 map of VALLEY WEST X UNIT 1,
29 subject to certain recommendations and the construction and
30 installation of certain off-site improvements, as the same are
31 required by Title 18 of the Las Vegas Municipal Code; and

32 WHEREAS, the City Council, at a meeting thereof that was

1 held on March 4 1987, approved such final map,
2 subject to the recommendations of said Planning Commission and
3 the construction and installation of such off-site improvements,
4 as such recommendations and the requirements for the construction
5 and installation of such off-site improvements may have been
6 modified in such approval, and, as a condition precedent to the
7 recording of such final map, required the execution by the Owner
8 of an agreement that provides for the construction and installa-
9 tion by the Owner of such off-site improvements (the "Improvements"
10 herein); and

11 WHEREAS, by its execution of this Agreement, the Owner
12 intends to bind and obligate itself and its heirs, successors and
13 assigns to install the Improvements in the manner and at the
14 times that are hereinafter set forth;

15 NOW, THEREFORE, for and in consideration of the premises,
16 of the mutual promises and agreements that are hereinafter con-
17 tained and of other good and valuable considerations, the receipt
18 and sufficiency of which is hereby acknowledged by each of the
19 parties hereto, said parties do hereby agree as follows:

20 1. COVENANT OF INSTALLATION AND WORKSITE CLEAN-UP:

21 The Owner, for itself, its heirs, successors and assigns, hereby
22 covenants and agrees that:

23 (A) At its sole cost and expense, the Owner shall
24 install all of the Improvements strictly in accordance with plans
25 and specifications that are approved by the City pursuant to
26 Paragraph 2 hereof.

27 (B) Prior to the final acceptance of the Improvements
28 by the City, and as a condition thereof, the Owner shall, at its
29 sole cost and expense and to the City's satisfaction, remove all
30 rubbish, trash, debris, surplus material and equipment from the
31 area that is subject to this Agreement and the adjacent proper-
32 ties (collectively, the "Worksite" herein).

1 2. PLANS AND SPECIFICATIONS: The Owner agrees to sub-
2 mit to the City, and, prior to the commencement of the construc-
3 tion, obtain the approval by the City of, the plans and
4 specifications for the Improvements, including without limitation
5 the street plans and profiles, typical street sections, sewer
6 plans and profiles, electric light layout and architectural
7 arrangements of the housing units. The Owner hereby assumes full
8 and complete responsibility for the accuracy of such plans and
9 specifications, and any subsequent approval thereof by the City
10 shall not relieve the Owner of such responsibility.

11 3. NOTIFICATION AND INSPECTIONS: (A) The Owner
12 agrees to notify the City Engineer, not less than twenty-four
13 (24) hours in advance of the time when such work is anticipated
14 to commence, of the anticipated date and the hour for the com-
15 mencement of work with respect to any of the following items:
16 Laying of utility lines and storm drains;
17 Backfilling of utility line trenches & storm drain
18 trenches;
19 Placing concrete for curb, gutter, sidewalk, valley
20 gutter storm drain structures, manholes and
21 street lighting foundations;
22 Excavation for roadway;
23 Placing of Type I gravel base course;
24 Placing of Type II gravel base course;
25 Priming base course;
26 Placing asphalt concrete surfacing;
27 Sealing pavements (fog seal or open grade
28 surfacing); and
29 Installing street lighting.

30 (B) If, after such notice has been given, conditions
31 develop that delay the commencement of such work for more than
32 two (2) hours, the Owner agrees to notify the City Engineer of

1 such delay.

2 (C) It is understood and agreed that, should the Owner
3 suspend work on any of such items for a period that is longer
4 than overnight, Saturdays, Sundays and holidays excepted, a new
5 notification shall be made to the City Engineer before work may
6 recommence with respect to any of such items.

7 4. STATEMENT OF INSPECTION: Whenever the City
8 Engineer, or his authorized representative, inspects any of the
9 work that is described in Paragraph 3 above and finds that such
10 work has been performed in a satisfactory manner for incor-
11 poration into the completed project, the City Engineer, or his
12 authorized representative, shall issue a statement of inspection
13 which shall permit the Owner to proceed with the next phase of
14 the construction; provided, however, that the inspection and
15 approval of any phase of the work shall not relieve the Owner of
16 its responsibility for the proper construction, installation and
17 maintenance of the work, materials and equipment, in accordance
18 with the standards that are set forth in Paragraph 8 hereof, or
19 abridge the right of the City to require the correction of faulty
20 workmanship or the replacement of defective materials at any time
21 during the course, or subsequent to the completion, of the work,
22 notwithstanding the fact that the construction has proceeded
23 according to plans and specifications that have been approved by
24 the City. Ordinarily, not less than one continuous block of any
25 item of the work will be inspected or approved. Should subsur-
26 face conditions, including without limitation excess water, clay
27 salts, voids or similar defects, subsequently be discovered, the
28 City may require the Owner, at the Owner's sole cost and expense,
29 to alter its plans and specifications for any further construc-
30 tion or to correct, change or reconstruct the area that is
31 affected by such conditions, or to take both of such actions.

32 5. UTILITIES: The Owner agrees, at its sole cost and

1 expense, to make any adjustment in the construction and installa-
2 tion of the Improvements which is necessary in order to accom-
3 modate the location of all existing utilities or, in the
4 alternative and with the approval of the utility company that
5 owns such utilities, to adjust such utilities in order to avoid
6 any conflict between them and the Improvements.

7 6. MAPS AND PLANS: The Owner agrees to furnish to the
8 City, upon the completion of the Improvements, the following
9 information: (i) a map which accurately depicts by lettered
10 dimensions the location of all manholes, the location, size and
11 depth of all sewer mains and the location of all laterals and
12 wyes for the connection of house service lines, (ii) street plans
13 and profiles, (iii) sewer plans and profiles, (iv) street section
14 plans, (v) electrical light layout plans and (vi) such other
15 plans, drawings or maps as may be requested by the City Engineer.

16 7. FINAL APPROVAL: (A) The City Council shall not
17 approve or accept the Improvements as a completed project, not-
18 withstanding any prior approval, pursuant to Paragraph 4 above,
19 of any phase of the construction until a final inspection has
20 been made by the City Engineer and he is satisfied that all of
21 the work thereon has been performed in a satisfactory manner.
22 The City hereby reserves the right to require the correction by
23 the Owner of any portion of the Improvements that does not comply
24 with the standards that are set forth in Paragraph 8 hereof.

25 (B) It is expressly understood and agreed by the Owner
26 that final inspection and the approval by the City Council of the
27 Improvements do not relieve the Owner of its responsibility for
28 latent defects in the work.

29 8. STANDARDS OF CONSTRUCTION AND INSTALLATION: The
30 Owner agrees that the construction and installation of the
31 Improvements shall be in accordance with all applicable ordinances
32 and regulations of the City, including without limitation the

1 Uniform Standard Drawings for Public Works Construction, Clark
2 County Area, and the Uniform Standard Specifications for Public
3 Works Construction, Clark County Area, that are in effect on the
4 date of the execution of this Agreement.

5 9. DATE OF COMPLETION: The construction of the
6 Improvements shall commence within thirty days after the date of
7 the execution of this Agreement and shall be completed, and all
8 rubbish, trash, debris, surplus material and equipment removed
9 from the Worksite, within twelve months thereafter.

10 10. DEFAULT: In the event the Owner fails to complete
11 the Improvements and the clean-up of the Worksite within the
12 period that is prescribed in Paragraph 9 above, the City may, at
13 its option, proceed to complete the Improvements and to remove
14 all rubbish, trash, debris, surplus material and equipment from
15 the Worksite at the expense of the Owner or pursue its remedies
16 under the performance security that is provided for in Paragraph
17 11 hereof, or take both of such actions.

18 11. PERFORMANCE SECURITY: (A) In order to secure the
19 faithful performance of all of the terms, conditions and cove-
20 nants of this Agreement, the Owner agrees to execute and deliver
21 to the City a performance bond which is issued by a surety com-
22 pany that is authorized to transact business within the State of
23 Nevada and is in a form that is approved by the City Attorney.
24 Said performance bond shall name the City as the obligee thereof,
25 shall be in a penal sum that is equal to the estimated full cost
26 of the Improvements, plus the estimated cost of the clean-up of
27 the Worksite, shall be conditioned that the Owner shall complete
28 the Improvements and the clean-up of the Worksite within the
29 period that is provided in Paragraph 9 above or, in the event of
30 the default of the Owner so to do, that the proceeds of said bond
31 may, at the option of the City, be used for the payment of the
32 completion of the Improvements and the clean-up of the Worksite

1 upon the City's exercise of its option to complete the same and
2 shall provide that any application to the surety for the release
3 thereof shall not be granted unless such application is accom-
4 panied by a writted statement by the City Engineer to the effect
5 that all of the work that is required of the Owner hereunder has
6 been completed in a satisfactory manner, is in full accordance
7 with the terms hereof and has been accepted by the City Council.

8 (B) In lieu of providing the performance bond that is
9 required by subparagraph (A) of this Paragraph 11, the Owner may
10 (i) enter into an agreement with the City and a local financial
11 institution that is acceptable to the City, which agreement shall
12 provide, generally, that an amount that is equal to the estimated
13 full cost of the Improvements, plus the estimated cost of the
14 clean-up of the Worksite, has been deposited in or credited to an
15 account with such financial institution and is dedicated specifi-
16 cally and solely for the purpose of securing the completion of
17 the construction and installation of the Improvements and the
18 removal of all rubbish, trash, debris, surplus material and
19 equipment from the Worksite and that such financial institution
20 will not disburse funds from such account except upon requests
21 that are signed jointly by the Owner and the City and will retain
22 ten percent (10%) of the funds in such account until it receives
23 a written statement by the City Engineer to the effect that all
24 of the work that is required of the Owner hereunder has been
25 completed in a satisfactory manner, is in full accordance with
26 the terms hereof and has been accepted by the City Council; (ii)
27 deliver to the City a first deed of trust, which names the City
28 as the beneficiary thereof, on real property that is situate
29 within or near the corporate boundaries of the City and has an
30 appraised value that is equal to at least one hundred forty per-
31 cent (140%) of the estimated full cost of the Improvements, plus
32 the estimated cost of the clean-up of the Worksite, and in which

1 the Owner or the trustor, if someone other than the Owner owns
2 the real property that is subject to such deed of trust,
3 acknowledges that such deed of trust is given to the City as
4 security for the faithful performance by the Owner of all of the
5 terms, conditions and covenants on its part to be performed pur-
6 suant to this Agreement; or (iii) deposit with the City, in cash
7 or in government securities that are approved by the City, an
8 amount that is equal to the estimated full cost of the
9 Improvements, plus the estimated cost of the clean-up of the
10 Worksite.

11 12. Upon the Owner's delivery to the City of the per-
12 formance security that is required by Paragraph 11 above, and the
13 acceptance thereof by the City, the City shall perform all such
14 acts as may be required of it in order to permit the Owner's
15 final map to be recorded in the Office of the County Recorder of
16 Clark County, Nevada.

17 13. CERTIFICATES OF OCCUPANCY: The City may, at its
18 option, refuse to issue any certificate of occupancy with respect
19 to the Property until such time as the Improvements have been
20 fully constructed and installed and approved and accepted by the
21 City Council.

22 14. PERFORMANCE OF ADDITIONAL AGREEMENTS: The Owner
23 further agrees that, in addition to its performance of all of the
24 terms, conditions and covenants on its part to be performed under
25 this Agreement, it will faithfully perform all of the promises
26 and agreements that it may have made to said Planning Commission
27 or the City Council, or both, in order to obtain approval for its
28 final map.

29 15. RESPONSIBILITY FOR THE WORKSITE: The Owner hereby
30 assumes all responsibility for protecting and caring for the work
31 and maintaining the Worksite and all other areas in which any
32 construction work in connection with the development of the

1 Property is performed in a safe and secure manner from the date
2 of the execution of this Agreement until the date of the final
3 acceptance by the City Council of the Improvements. The respon-
4 sibilities that are assumed herein by the Owner shall include
5 without limitation the responsibility to keep the Worksite free
6 and clear of dangerous accumulations of rubbish, trash and debris
7 and to install and maintain, in a sufficient number, proper
8 barricades, traffic controls, lights, excavation covers and simi-
9 lar protection devices.

10 16. INDEMNIFICATION: (A) The Owner hereby agrees to
11 protect, indemnify and hold the City, its officers, employees and
12 agents, harmless from and against any and all claims, damages,
13 losses, expenses, suits, actions, decrees, judgments, awards,
14 attorneys' fees and court costs which the City, its officers,
15 employees or agents, may suffer, or which may be sought against,
16 or are recovered or obtainable from, the City, its officers, em-
17 ployees or agents, as a result of, or by reason of, or arising
18 out of or in consequence of any act or omission, negligent or
19 otherwise, of the Owner or its contractor, subcontractors, agents
20 or anyone who is directly or indirectly employed by, or is acting
21 in concert with, the Owner, its contractor, subcontractors or
22 agents in the construction or installation of the Improvements.

23 (B) In this connection, the Owner expressly agrees, at
24 its sole cost and expense, to defend the City, its officers,
25 employees and agents, in any suit or action that may be brought
26 against it or them, or any of them, by reason of any act or
27 omission, negligent or otherwise, against which the Owner has
28 agreed to indemnify the City, its officers, employees and agents.
29 If the Owner fails so to do, the City shall have the right, but
30 not the obligation to defend same and to charge all of the direct
31 and incidental costs of such defense, including attorneys' fees
32 and court costs, to the Owner, and the City may recover such

1 costs, or such portion thereof as may be available, from the per-
2 formance security that it holds pursuant to Paragraph 11 above if
3 such security has not theretofore been exhausted or released.

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

7 CITY OF LAS VEGAS

8
9 By William H. Briare
10 WILLIAM H. BRIARE, Mayor

11 ATTEST:

The "City"

[Handwritten initials]
13-18-57

12 Carol G. Hawley
13 CAROL ANN HAWLEY, City Clerk

14 BAILEY & MCGAH

15 By James W. Hibbetts
16 JAMES W. HIBBETTS

17 By Attorney In Fact

18 WITNESS:

The "Owner"

19
20 Susan Goodman

21
22 (Add Acknowledgements and Corporate Certificates)
23
24
25
26
27
28
29
30
31
32



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

Bond No. 6453498
Premium: \$3,392.00

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 TWO HUNDRED
EIGHTY-TWO THOUSAND SEVEN HUNDRED AND NO/100THS * * * * *
* * * * * (\$282,700.00 * * *)

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:

VALLEY WEST 10 Unit 1

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 6th day of March, 1987.

BAILEY AND MCGAH, A NEVADA PARTNERSHIP
PRINCIPAL

BY:

THE AMERICAN INSURANCE COMPANY
SURETY

BY:
Ronald J. Marengo ATTORNEY-IN-FACT

COUNTERSIGNED BY:

Nevada Resident Agent

SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this 20th day of April, 1983, by and between BAILEY & McGAH
P. O. Box 19102
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 February 10, 1983, the said Commission conditionally approved a tentative map of the premises known as VALLEY WEST IX 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 March 2, 1983, the Board of City Commissioners of said City of Las Vegas approved the tentative map of VALLEY WEST IX, subject to certain conditions, and

(D) WHEREAS, at a regular meeting held on February 10, 1983, the City Planning Commission of Las Vegas, Nevada, approved the final map for VALLEY WEST IX - 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 20th day of April, 1983, 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 IX - 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 proper construction and maintenance of the work, materials and equipment required under the terms of this Agreement until all work has been completed by him and accepted by the City of Las Vegas.

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

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

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

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

(M) The "Subdivider" further agrees that said improvements shall be started within 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 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
IX - 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

BY James W. Hillbith

BY Attorney In Fact

CITY OF LAS VEGAS, NEVADA,
a Municipal Corporation

BY William H. Briare
WILLIAM H. BRIARE, MAYOR

ATTEST:

Carol G. Hawley
CAROL ANN HAWLEY CITY CLERK



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

Bond No. SC 6397805

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 -----
TWO HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED TWENTY AND NO/100THS
-----(\$232,220.00-----) 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 improve-
ments to wit:

VALLEY WEST IX, UNIT I, 48 LOTS

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 20TH day of JULY, 19 83.

BAILEY AND MCGAH, A NEVADA PARTNERSHIP
PRINCIPAL

By James W. Ellett
Attorney-in-Fact

THE AMERICAN INSURANCE COMPANY
SURETY

By Linda L. Dorf ATTORNEY IN FACT

COUNTERSIGNED BY:

James D. Ellett
NEVADA RESIDENT AGENT

JAMES D. ELLETT - JAMES D. ELLETT INSURANCE