

State of NEVADA }  
County of WASHOE } ss:

On FEBRUARY 3, 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.



VIVIAN A. TOMSIC  
Notary Public - State of Nevada  
Washoe County

My Commission Expires

My Appointment Expires July 29, 1983

*Vivian A. Tomsic*  
Notary Public

360212-6-66

00345

## AGENDA

City of Las Vegas

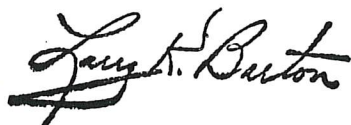
July 2, 1986

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

Page 45

| ITEM                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Council Action                                                                                                           | Department Action                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <p>X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT<br/>(CONTINUED)</p> <p>*B. <u>FINAL MAPS</u></p> <p><u>2. Valley West VIII - Unit 4</u></p> <p>Property located on the southeast corner of Odette Lane and Peccole Strada, N-U Zone (under Resolution of Intent to R-1).<br/>Owner/Subdivider: Bailey &amp; McGah<br/>No. of Acres: 16.18 No. of Lots: 50</p> <p>Subject to:</p> <p>1. Conformance with the conditions of approval for the Tentative Map.</p> | <p>Lurie -<br/>APPROVED Items A-1, B-1, B-2, B-3, B-4, B-5, C-1, C-2, D-1, D-2 and E-1 as recommended.<br/>Unanimous</p> | <p>Clerk to notify and Planning to proceed.</p> |

APPROVED AGENDA ITEM



To: The City Council  
Re: Community Planning and Development Agenda Item  
July 2, 1986 City Council Agenda

X.

\*B. FINAL MAPS

2. Valley West VIII - Unit 4

The Final Map is in conformity with the Tentative Map and with the Sub-division Regulations.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL



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

SUB-1064

000398

**AGENDA***City of Las Vegas*

June 4, 1986

CITY COUNCIL

Page 42

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

## ITEM

## Council Action

## Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT  
(CONTINUED)\*A. TENTATIVE MAPS2. Valley West 8 - Unit 4

Property located on the northeast corner of Peccole Strada and Odette Lane, N-U Zone (under Resolution of Intent to R-1).

Owner/Subdivider: Bailey & McGah  
No. of Acres: 28.1 No. of Lots: 98

## Subject to:

1. Conformance to the conditions of approval for Z-34-81.
2. Vehicular access to Peccole Strada from the abutting lots is prohibited.
3. Provide a drainage and hydrology study as required by the Land Development Division of the Department of Community Planning and Development.

Lurie -  
APPROVED Items A-1,  
A-2, B-1, C-1, C-2,  
C-3 and C-4.  
Unanimous

Clerk to notify  
and Planning to  
proceed.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JUNE 4, 1986.

000399

X.

To: The City Council  
Re: Community Planning and Development Agenda Item  
June 4, 1986 City Council Agenda

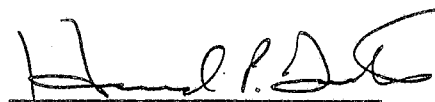
\*A. TENTATIVE MAPS

2. Valley West 8 - Unit 4 (Revised)

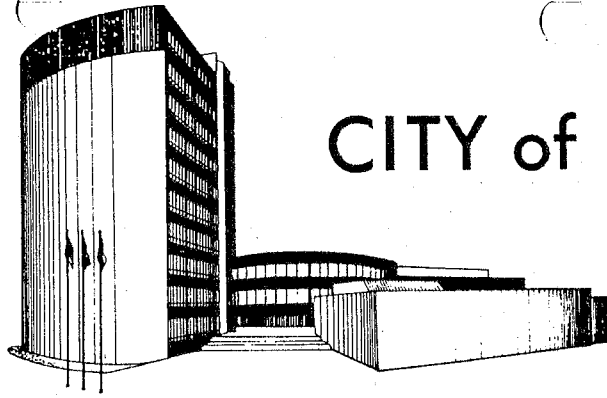
The Tentative Map conforms to the Subdivision Regulations. It was previously approved by the City Council but has been revised because the development will not extend further south as originally planned.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

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

MAYOR BILL BRIARE  
COUNCILMEN  
RON LURIE  
PAUL J. CHRISTENSEN  
AL LEVY  
BOB NOLEN  
CITY ATTORNEY  
GEORGE F. OGILVIE  
CITY MANAGER  
ASHLEY HALL



# CITY of LAS VEGAS

March 12, 1984

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

Re: Valley West VIII - Unit #3  
RELEASE OF SUBDIVISION BOND

Gentlemen:

The Board of City Commissioners at a regular meeting held March 7, 1984, APPROVED the recommendation of the Department of Engineering Services that the above-referenced subdivision be accepted, subject to the completion of the improvement correction list.

On March 9, 1984, the Department of Engineering Services accepted the improvement correction list for Valley West VIII, Unit #3, as having been completed in accordance with agreements and City standards.

Therefore, all liability under American Insurance Company, Bond No. SC6397347, is hereby released.

Sincerely,

CAROL ANN HAWLEY  
CITY CLERK

CAH:mpk

cc: American Insurance Company  
Department of Financial Management  
Department of Engineering Services



SUB-1064

0131

**AGENDA***City of Las Vegas*March 7, 1984  
Page 18CITY COUNCIL  
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE  
PHONE 386-6011

## ITEM

## Council Action

## Department Action

IV (i). DEPARTMENT OF ENGINEERING SERVICES  
(Continued)

## \*B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

All offsite improvements on the following subdivisions have been completed in accordance with agreements and City standards except for the final correction list.

1. Lewis Homes - Stonegate #1. (Lewis Homes of Nevada, property generally located on the northeast corner of Alta Drive and Rainbow Blvd., No. of acres: 6.8, No. of lots: 32, Zoned R-1)

2. Lewis Homes - Sahara #11. (Lewis Homes of Nevada, property generally located east of Torrey Pines Dr., south of O'Bannon Rd., No. of acres: 7.0, No. of lots: 30, Zoned R-1)

3. Lewis Homes - Rainbow Park #2. (Lewis Homes of Nevada, property generally located south of Vegas Drive, west of the Oran K. Gragson Expressway, No. of acres: 3.9, No. of lots: 18, Zoned R-1)

4. Cedar Creek Park #4. (Metropolitan Development, property generally located south of Bonanza Rd., east of Marion Dr., No. of acres: 4.8, No. of lots: 39, Zoned R-CL)

5. Valley West VIII, Unit 3. (Bailey & McGah, property generally located south of Charleston Blvd., west of Merialdo Lane, No. of acres: 13.8, No. of lots: 55, Zoned R-1)

Lurie -  
APPROVED Items A,  
B, C, D and E as  
recommended.  
Unanimous

Staff to proceed

APPROVED FOR THE CITY

## INTER-OFFICE MEMORANDUM

March 9, 1984

TO:

CITY CLERK

FROM:

ENGINEERING SERVICES

SUBJECT:

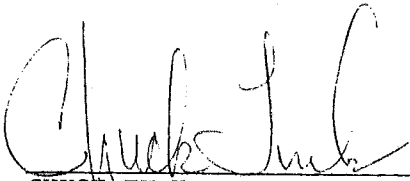
RELEASE OF SUBDIVISION BOND

COPIES TO:

CHUCK TURK

On March 7, 1984 the City Council accepted the improvements for VALLEY WEST VIII - 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 Engineering Services.

It is recommended that the SURETY BOND (#SC6397347) with AMERICAN INSURANCE COMPANY be released to the subdivider.



CHUCK TURK

for

C. E. GILPIN, DIRECTOR  
Department of Engineering Services

CEG:CT:bc



SUB-1064

0049

**AGENDA***City of Las Vegas*

February 15, 1984

Page 13

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

ITEM

Council Action

Department Action

IV (i). DEPARTMENT OF ENGINEERING SERVICESC. E. GILPIN, DIRECTOR\*CONSENT AGENDA

All matters listed under Items A, B, C, D and E, recommended for approval by the staff, are considered to be routine by the City Council and may be enacted by one motion. However, any item may be discussed if a Council 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. Olive Tree Condominiums. (Olive Tree Apts. - property generally located on the north side of Bromley Ave., east of Jones Blvd. No. of acres: 0.96, No. of units: 47, Zoned R-4.

2. Sierra Oeste. (Sierra Oeste - property generally located on the south side of Lake Mead Blvd., west of Jones Blvd. No. of acres: 9.07, No. of lots: 39, Zoned R-3)

3. Valley West VIII #3. (Valley West VIII - property generally located south of Charleston Blvd., west of Merialdo Lane, No. of acres: 13.8, No. of lots: 55, Zoned R-1)

Lurie -  
APPROVED

Items A, B, C, D, & E with the exception that Item A.3 was stricken from the agenda.

Unanimous

Staff to proceed

TO BE STRICKEN  
FROM THE AGENDA.

APPROVED AGENDA ITEM

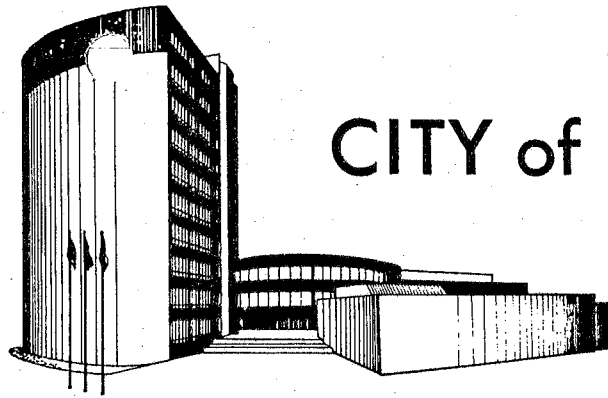
1104

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 23, 1983

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

Re: Valley West VIII- Unit 3  
SUBDIVISION AGREEMENTS &  
SURETY BOND

Gentlemen:

The Board of City Commissioners at a regular meeting held February 2, 1983, APPROVED the final map of Valley West VIII - Unit 3.

We have received from American Insurance Company a Surety Bond #SC 6397347, in the amount of \$263,608.00. 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  
CITY CLERK

CAH:mpk

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



## INTER-OFFICE MEMORANDUM

February 14, 1983

TO:

CITY CLERK

FROM:

CITY ENGINEER

SUBJECT:

SUBDIVISION AGREEMENT AND BOND FOR  
VALLEY WEST VIII - UNIT 3

COPIES TO:

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

\_\_\_\_\_ VALLEY WEST VIII - UNIT 3 \_\_\_\_\_ 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 \$263,608.00  
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.

  
for C. E. Gilpin  
City Engineer

CEG:CT:nm  
Enclosures

Subdivision Agreement signed by James W. Hibbetts  
Surety Bond #SC 6397347 with the American Insurance Co.  
Final Map

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.

James W. Hibbitts  
(~~Partner~~) Attorney-in-Fact  
(~~Partner~~, Agent)

STATE OF                    )  
                              ) ss.  
COUNTY OF                )

On this 10th day of February, 1983, 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  
Attorney-in-Fact  
~~general partner~~ in the firm of Bailey & McGah

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

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

(NOTARIAL SEAL)



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

My Commission Expires: 1/4/85

GENERAL  
POWER OF  
ATTORNEY.

THE AMERICAN INSURANCE COMPANY

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

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

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

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

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

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

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

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

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

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

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

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



THE AMERICAN INSURANCE COMPANY

By William W. Lauber  
Vice-President

STATE OF CALIFORNIA,

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 3RD day of FEBRUARY, 19 83.



R. J. Snyder  
Resident Assistant Secretary

# AGENDA

CITY COMMISSION MINUTES - FEBRUARY 2, 1983

*City of Las Vegas*

547-1044 0048

February 2, 1983

Page 18

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

## IV (h). DEPARTMENT OF PUBLIC SERVICES

DONALD E. DONOVAN, P.E., DIRECTOR

### \*CONSENT AGENDA

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

### \*A. APPROVAL OF SUBDIVISION MAPS

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

1. Almond Tree Condominiums. (Dr. B. T. Carroll - property generally located on the southwest corner of Bromley Ave. and Orland St., No. of acres: 0.79, No. of lots: 40, Zoned R-4)

2. Lewis Homes-Rainbow Park #3. (Lewis Homes of Nevada - property generally located on the southeast corner of Vegas Dr. and Tenaya Way, No. of acres: 5.13, No. of lots: 31, Zoned R-CL)

3. Valley West VIII - Unit No. 3. (Bailey & McGah - property generally located on the east side of Odette Lane, south of Charleston Blvd., No. of acres: 13.78, No. of lots: 55, Zoned R-1)

Lurie -  
APPROVED Items A,  
B and C.  
Unanimous

Staff to proceed

APPROVED AGENDA ITEM





SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this 2 day of FEBRUARY, 19 83, by and between BAILEY & McGAH  
P. O. BOX 19102  
LAS VEGAS, NV 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 OCTOBER 26, 19 82, the said Commission conditionally approved a tentative map of the premises known as VALLEY WEST VIII 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 NOVEMBER 17, 19 82, the Board of City Commissioners of said City of Las Vegas approved the tentative map of VALLEY WEST VIII, subject to certain conditions, and

(D) WHEREAS, at a regular meeting held on JANUARY 13, 19 83, the City Planning Commission of Las Vegas, Nevada, approved the final map for VALLEY WEST VIII - UNIT 3, 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 2 day of FEBRUARY, 19 83, 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 VIII - UNIT 3 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 VIII - UNIT 3 and adjacent property has been cleared of all rubbish, surplus materials, and equipment resulting from the Contractor's operations, to the satisfaction of the City Engineer.

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

BAILEY & McGAH, a Partnership

BY James W. Hiphuth  
Attorney-in-Fact

BY \_\_\_\_\_

CITY OF LAS VEGAS, NEVADA,  
a Municipal Corporation

BY William H. Briare  
WILLIAM H. BRIARE, MAYOR

ATTEST:

Carol A. Hawley  
CAROL ANN HAWLEY CITY CLERK

SPECIAL POWER OF ATTORNEY

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

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

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

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

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

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

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

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

BAILEY & MCGAH, a general partnership

by BAILEY, INC., general partner

by Wesley Bailey  
Wesley Bailey, President

by DUTTON ENTERPRISES, LTD.

BY Craig N. Dutton  
Craig N. Dutton, President

by CLEEKES, INC., general partner

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

by CHEQER, INC., general partner

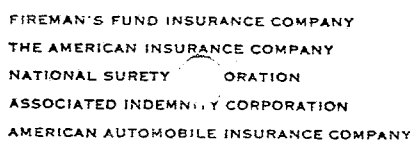
by Jesse L. Oliver  
Jesse L. Oliver, Secretary

by S & V, Inc., general partner

by Wesley Bailey  
Wesley Bailey

The foregoing Power of Attorney is accepted this 19<sup>th</sup> day  
of September, 1978.

by James W. Hibbetts  
James W. Hibbetts



SUBDIVISION BOND

360702-10-76  
(LEGAL SIZE)