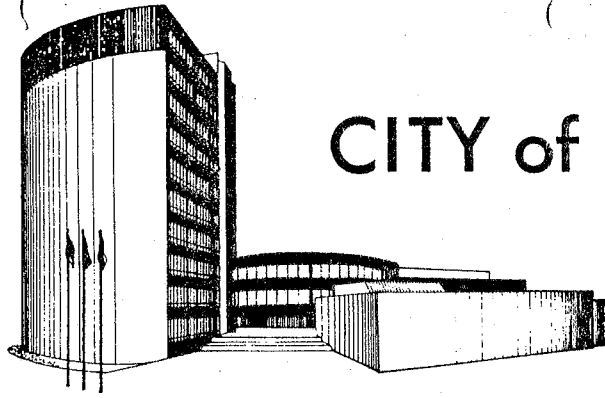


MAYOR BILL BRIARE
COUNCILMEN
RON LURIE
PAUL J. CHRISTENSEN
AL LEVY
BOB NOLEN
CITY ATTORNEY
GEORGE F. OGILVIE
CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

September 27, 1984

Chism Homes, Inc.
4535 West Sahara Avenue
Las Vegas, Nevada 89102

Re: West Meadows
RELEASE OF SUBDIVISION
CASH DEPOSIT AGREEMENT

Gentlemen:

The City Council at a regular meeting held September 19, 1984, APPROVED the recommendation of the Department of Community Planning & Development that the above referenced subdivision be accepted, subject to the improvement correction list.

On September 26, 1984, the Department of Community Planning & Development accepted the improvement correction list for West Meadows as having been completed in accordance with agreements and City standards.

Therefore, all funds remaining in "West Meadows Off-Site Improvement Account" is hereby released.

Sincerely,

CAROL ANN HAWLEY
CITY CLERK

CAH:mpk

Encl.

cc: Seafirst Mortgage Corp.
Dept. of Finance & Computer Services
Dept. of Community Planning & Development
Land Development/Flood Control



INTER-OFFICE MEMORANDUM

Date

September 26, 1984

TO:

CITY CLERK

FROM:

COMMUNITY PLANNING & DEVELOPMENT

SUBJECT:

RELEASE OF SUBDIVISION BOND

COPIES TO:

CHUCK TURK

On September 19, 1984 the City Council accepted the improvements for WEST MEADOWS 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 CASH DEPOSIT with Seafirst Mortgage Corp. be released to the subdivider.



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

HPF:CT:bc

RECEIVED
SEP 27 1984
CITY CLERK

AGENDA

CITY COUNCIL MINUTES - SEPTEMBER 19, 1984

City of Las Vegas

SUB-1090

0121

September 19, 1984

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

Page 35

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

*B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

1. West Meadows (Chism Homes)

Property generally located on the west side of Jones Boulevard, north of Vegas Drive, R-CL Zone.

Acres: 4.59 Lots: 26

2. Suncrest Meadows Unit #2 (Buttrum Construction)

Property generally located west of Lorenzi Boulevard, south of Craig Road, R-CL Zone.

Acres: 11.82 Lots: 68

Levy -
APPROVED as recommended Items A & B.
Unanimous

Staff to proceed

Levy -
APPROVED as recommended Items A & B.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

mp Cool

To: The City Council
Re: Community Planning and Development Agenda Item
September 19, 1984 City Council Agenda

B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

1. West Meadows (Chism Homes)

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 improvement correction list.

STAFF RECOMMENDATION: APPROVAL

2. Suncrest Meadows Unit #2 (Buttrum Construction)

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 improvement correction list.

STAFF RECOMMENDATION: APPROVAL

INTER-OFFICE MEMORANDUM

September 26, 1984

0123

TO:

CITY CLERK

FROM:

COMMUNITY PLANNING & DEVELOPMENT

SUBJECT:

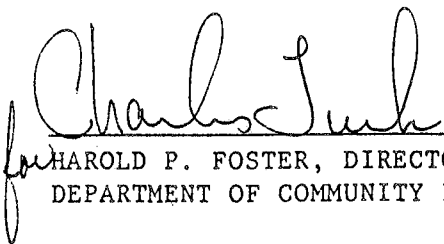
RELEASE OF SUBDIVISION BOND

COPIES TO:

CHUCK TURK

On September 19, 1984 the City Council accepted the improvements for WEST MEADOWS 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.

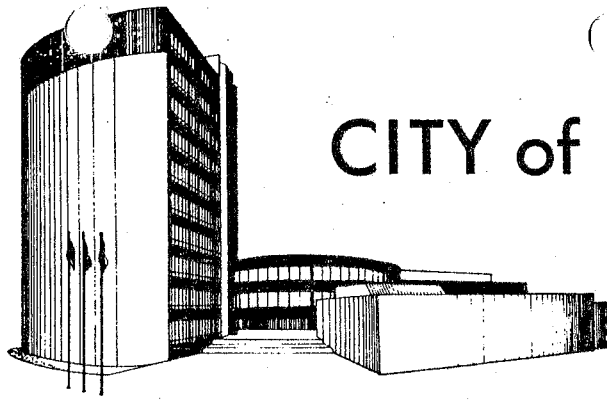
It is recommended that the CASH DEPOSIT with Seafirst Mortgage Corp. be released to the subdivider.



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

HPF:CT:bc

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

September 28, 1983

Chism Homes, Inc.
4535 West Sahara Avenue
Las Vegas, Nevada 89102

Re: West Meadows
SUBDIVISION AGREEMENTS &
CASH DEPOSIT AGREEMENTS

Gentlemen:

The City Council at a regular meeting held August 3, 1983, APPROVED the final map of West Meadows.

We have received from Seafirst Mortgage Corporation a Cash Deposit Agreement in the amount of \$78,772.00. Two executed copies of this Cash Deposit Agreement, along with two executed copies of the Subdivision Agreement are enclosed: one for your files and one to be delivered to Seafirst Mortgage Corporation.

Sincerely,

CAROL ANN HAWLEY
CITY CLERK

CAH:mpk

Encl.

cc: Seafirst Mortgage Corp.
Dept. of Financial Management w/copy of Subdivision Agreement &
Cash Deposit Agreement
Dept. of Engineering Services w/copy of Subdivision Agreement &
Cash Deposit Agreement



CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

September 8, 1983

TO:

CITY CLERK

FROM:

SUBDIVISION ENGINEER

SUBJECT:

SUBDIVISION AGREEMENT
AND BOND FOR
"WEST MEADOWS"

COPIES TO:

RECEIVED
SEP - 9 1983
CITY ATTORNEYS OFFICE

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

WEST MEADOWS

by

CHISM HOMES, INC.

Name

4535 West Sahara Avenue, Las Vegas, Nevada 89102

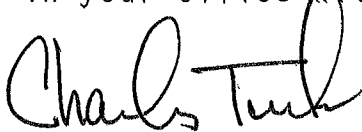
Address

Also attached is a Cash Deposit Agreement in the amount of \$78,772.00 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 H. A. Chism
Cash Deposit Agreement with Seafirst Mortgage Corporation

SUBDIVIDER'S
CORPORATE CERTIFICATE

I, Margaret L. Chism, certify that I am
the Secretary of the Corporation named as
Subdivider in the Foregoing Agreement; that H. A. Chism
who signed said Agreement on behalf of the Sub-
divider was then President of the said
Corporation; that said Agreement was duly signed for and in behalf
of said Corporation by authority of its governing body and is within
the scope of its corporate powers.

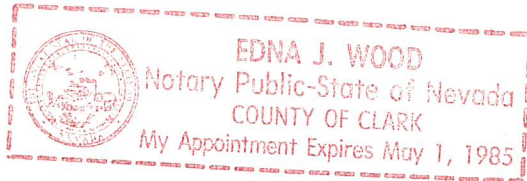
Margaret L. Chism
Secretary

(CORPORATE SEAL)

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 3rd day of August, 1983, the following
person: H. A. Chism, personally appeared
before me, Edna J. Wood, a Notary Public in and for
Clark County, Nevada, known to me to be the
President of the Corporation that executed the fore-
going Agreement, and upon oath, did depose that he is the officer
of said corporation as designated above, that he is acquainted
with the seal of the Corporation, and that the seal affixed to
the above Corporate Certificate is the seal of the Corporation;
that the signature to the Agreement was made by an officer of

said Corporation and that the Corporation executed the Agreement freely and voluntarily for the uses and purposes therein mentioned.



Edna J. Wood
NOTARY PUBLIC in and for said
County and State

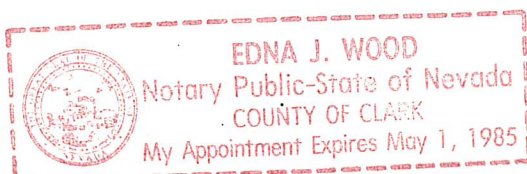
My Commission Expires:

May 1, 1985

Notary Seal

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 3rd day of August, 1983, the following
person: Marjorie L. Chism, personally appeared
before me, Edna J. Wood, a Notary Public in
and for Clark County, Nevada, known to me to be the
Secretary of the Corporation that executed the foregoing Agreement,
and upon oath, did depose that he is the officer of said corporation
as designated above, that he is acquainted with the seal of the
Corporation, and that the seal affixed to the above Corporate
Certificate is the seal of the Corporation; that the signature to
the Agreement was made by an officer of said Corporation and that
the Corporation executed the Agreement freely and voluntarily for
the uses and purposes therein mentioned.



Edna J. Wood
NOTARY PUBLIC in and for said
County and State

My Commission Expires:

May 1, 1983

Notary Seal

SUBDIVIDER'S
CORPORATE CERTIFICATE

I, Margerie L. Chism, certify that I am
the Secretary of the Corporation named as
Subdivider in the Foregoing Agreement; that H.A. Chism
who signed said Agreement on behalf of the Sub-
divider was then President of the said
Corporation; that said Agreement was duly signed for and in behalf
of said Corporation by authority of its governing body and is within
the scope of its corporate powers.

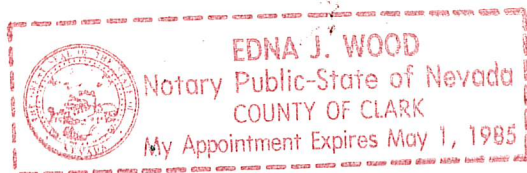
Margerie L. Chism
Secretary

(CORPORATE SEAL)

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 16th day of August, 1983, the following
person: H. A. Chism, personally appeared
before me, Edna J. Wood, a Notary Public in and for
Clark County, Nevada, known to me to be the
President of the Corporation that executed the fore-
going Agreement, and upon oath, did depose that he is the officer
of said corporation as designated above, that he is acquainted
with the seal of the Corporation, and that the seal affixed to
the above Corporate Certificate is the seal of the Corporation;
that the signature to the Agreement was made by an officer of

said Corporation and that the Corporation executed the Agreement freely and voluntarily for the uses and purposes therein mentioned.



Edna J. Wood
NOTARY PUBLIC in and for said
County and State

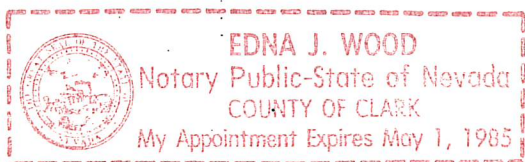
My Commission Expires:

May 1, 1985

Notary Seal

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 16th day of August, 1983, the following person: Marjorie L. Chism, personally appeared before me, Edna J. Wood, a Notary Public in and for Clark County, Nevada, known to me to be the Secretary of the Corporation that executed the foregoing Agreement, and upon oath, did depose that he is the officer of said corporation as designated above, that he is acquainted with the seal of the Corporation, and that the seal affixed to the above Corporate Certificate is the seal of the Corporation; that the signature to the Agreement was made by an officer of said Corporation and that the Corporation executed the Agreement freely and voluntarily for the uses and purposes therein mentioned.



Edna J. Wood
NOTARY PUBLIC in and for said
County and State

My Commission Expires:

May 1, 1985

Notary Seal

FINANCIAL INSTITUTION
CORPORATE CERTIFICATE

I, Richard D. Bonesteel, certify that I am
the Secretary of Seafirst Mortgage Corporation
the Corporation named as the "Financial Institution" in the foregoing
Agreement; that Robert R. Sullivan, Jr. who signed this Agreement
on behalf of the Financial Institution was then the Vice President
of the Corporation; that this Agreement was duly signed for and in behalf of
the Financial Institution by authority of its governing body and is within
the scope of its corporate powers.

Richard D. Bonesteel
Secretary

(Corporate Seal)

STATE OF Washington)
COUNTY OF King) ss.

On this 6th day of September, 1983, the following
person: Richard D. Bonesteel personally appeared before
me, Sheila R. James, a Notary Public in and for
King Washington County, Nevada, known to me to be the
Secretary of the Corporation that executed the foregoing
Agreement, and upon oath, did depose that he is acquainted with the seal of
the Corporation, and that the seal affixed to the above Corporate Certificate
is the seal of the Corporation; that the signature to the Agreement was made

by an officer of said Corporation and that the Corporation executed the Agreement freely and voluntarily for the uses and purposes therein mentioned.

Sheila R. James
NOTARY PUBLIC in and for said
County and State

My Commission Expires:

2/22/86
Notary Seal

STATE OF Washington)
COUNTY OF King) ss.

On this 6th day of September, 19 83, the following person: Robert R. Sullivan, Jr., personally appeared before me, Sheila R. James, a Notary Public in and for King Washington Vice President County, Nevada, known to me to be the Secretary of the Corporation that executed the foregoing Agreement, and upon oath, did depose that he is the officer of said corporation as designated above, that he is acquainted with the seal of the Corporation, and that the seal affixed to the above Corporate Certificate is the seal of the Corporation; that the signature to the Agreement was made by an officer of said Corporation and that the Corporation executed the Agreement freely and voluntarily for the uses and purposes therein mentioned.

Sheila R. James
NOTARY PUBLIC in and for said
County and State

My Commission Expires:

2/2/86
Notary Seal

AGENDA

CITY COUNCIL MINUTES - AUGUST 3, 1983

City of Las Vegas

0035

August 3, 1983

Page 15

SUB 1090

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

ITEM

Council Action

Department Action

IV (i). DEPARTMENT OF ENGINEERING SERVICES -

C. E. GILPIN, DIRECTOR

*CONSENT AGENDA

All matters listed under Items A and B, recommended for approval by the staff, are considered to be routine by the City 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. West Meadows. (Chism Homes, Inc. - property generally located on the west side of Jones Blvd., north of Vegas Drive, No. of lots: 26, No. of acres: 4.59, Zoned R-CL)

2. Willowcrest Unit No. 2. (Collins Home Manufacturing - property generally located on the southeast corner of Westcliff Drive and Durango Drive, No. of lots: 139, No. of acres: 21.5, Zoned R-CL)

3. Breezewood Unit #1. (Nevada Escrow Services - property generally located on the north side of Monroe Ave., east of Lamb Blvd., No. of lots: 42, No. of acres: 5.7, Zoned R-CL)

4. Lewis Homes-Rainbow Vista #1. (Lewis Homes of Nevada - property generally located on the northwest corner of Jones Blvd. and Washington Ave., No. of lots: 116, No. of acres: 20.0, Zoned R-1 and R-CL)

Lurie -
APPROVED Items A-1,
A-2, A-3, A-5;
Items B-1 thru B-5
and Items C-1 thru
C-9,
Unanimous

Staff to proceed

Lurie -
APPROVED as
recommended.
Unanimous

NOTE: Action taken in PM Session
in conjunction with X-B.

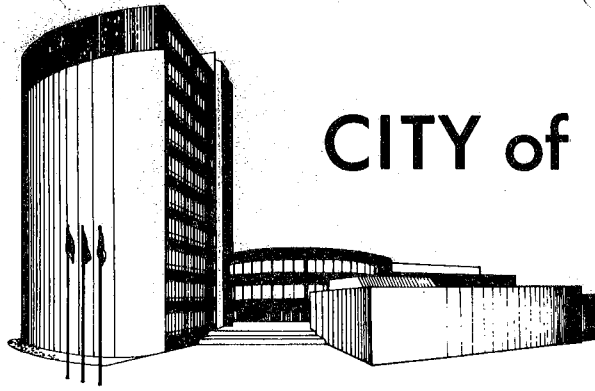
APPROVED AGENDA ITEM

MAYOR BILL BRIARE

COMMISSIONERS
RON LURIE
PAUL J. CHRISTENSEN
AL LEVY
BOB NOLEN

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
RUSSELL W. DORN



CITY of LAS VEGAS

June 20, 1983

Chism Homes
4535 West Sahara Avenue
Las Vegas, Nevada 89102

Re: TENTATIVE MAP
West Meadows

Gentlemen:

The Board of City Commissioners at a regular meeting held June 15, 1983, APPROVED the tentative map for West Meadows on property generally located on the west side of Jones Boulevard, north of Vegas Drive, R-1 Zone (proposed R-CL), 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-28-83.
3. No vehicular access to Jones Boulevard from the abutting lots.
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.



Chism Homes
Tentative Map - West Meadows
June 20, 1983
Page -2-

5. Location of all driveways and curb cuts to be approved by the Division of Traffic Engineering.
6. Street names to be provided in accord with the City's Street Name Policy.
7. 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 Building and Safety
Dept. of Fire Services
Dept. of Engineering Services

SUB-1090

0171

City of Las Vegas

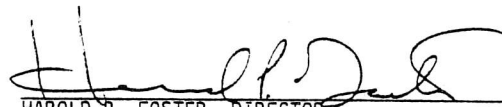
AGENDA DOCUMENTATION

Date: June 3, 1983

TO: The Board of City Commissioners

FROM: DON J. SAYLOR, AICP
DEPUTY CITY MANAGERSUBJECT: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEMS
JUNE 15, 1983 CITY COMMISSION AGENDAPURPOSE/BACKGROUNDSUMMARY OF ITEMS - SEE BACKUP MATERIAL

- Item A - Tentative Map - West Meadows
- Item B - Tentative Map - Hunter Estates
- Item C - Tentative Map - La Paz (Condominium Conversion)
- Item D - Parking Review - PK-1-83 - Branch, Podell and Associates
- Item E - Reinstatement and Extension of Time - Z-21-80 - Alvin and Amelia B. Blumberg
- Item F - Plot Plan Review - Z-121-77 - Paul Letourneau
- Item G - Aesthetic Review - AR-3-83 - D V & S Investment
- Item H - Abeyance Item - Zone Change - Z-36-83 - William C. and Trish N. Stapp
- Item I - Abeyance Item - Zone Change - Z-35-83 - George Young, Et Al
- Item J - Review of Condition - Z-36-75 - Concord Development Corporation
- Item K - Zone Change - Z-45-83 - Richard G. Worthen Family Trust
- Item L - Zone Change - Z-47-83 - Fred Pinjuv, Et Al
- Item M - Zone Change - Z-48-83 - Craig G. Billings, Et Al
- Item N - Zone Change - Z-46-83 - Van H. and Phyllis M. Leavitt
- Item O - Review of Condition - Z-57-81 - Nevada Escrow Services, Inc.
- Item P - Zone Change - Z-42-83 - Dale Anderson, Et Al
- Item Q - Zone Change - Z-44-83 - Roland Waite
- Item R - Zone Change - Z-43-83 - Billy J. Sloat
- Item S - Zone Change - Z-49-83 - Lied Motor Car Co.
- Item T - Zone Change - Z-39-83 - Carolyn Thresher and Greta Stolzlechner
- Item U - Tentative Map - Liberty Village
- Item V - Appointment of Additional Members to the Citizens Advisory Committee for the Update of the City's General Plan.

FISCAL IMPACT No Funding RequiredRECOMMENDATIONS See Attached

 HAROLD P. FOSTER, DIRECTOR
DISPOSITION

Approved ☐

Disapproved ☐

Held ☐

States Due: _____

Agenda Item

X.

AGENDA

CITY COMMISSION MINUTES - JUNE 15, 1983

City of Las Vegas

June 15, 1983

0172

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

Page 36

ITEM

Commission Action

Department Action

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

A. TENTATIVE MAP - WEST MEADOWS.

Property generally located on the west side of Jones Boulevard, north of Vegas Drive, R-1 Zone (proposed R-CL).

Owner/Subdivider: Chism Homes

No. of Acres: 5.4 No. of Lots: 23

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

1. Conformance to the conditions of approval for Z-28-83.
2. No vehicular access to Jones Boulevard from the abutting lots.
3. 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.
4. Location of all driveways and curb cuts to be approved by the Division of Traffic Engineering.

Staff Recommendation: APPROVAL

Lurie -
APPROVED
Items A,B,C,E,F & G
as recommended by
Planning Commission
and Staff, and
DENIED
Item D
Unanimous

Clerk to notify &
Staff to proceed

APPROVED AGENDA ITEM



To: The Board of City Commissioners
Re: Community Planning and Development Agenda Item
June 15, 1983 City Commission Agenda

X.

A. TENTATIVE MAP - WEST MEADOWS.

This map substantially conforms to the Subdivision Regulations and to the approved zoning plan.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

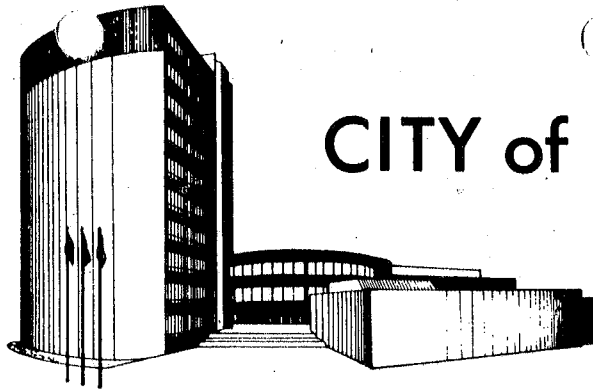
STAFF RECOMMENDATION: APPROVAL

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

May 25, 1983

Chism Homes
4535 W. Sahara Avenue
Las Vegas, Nevada 89102

RE: Tentative Map - West Meadows

Gentlemen:

The Tentative Map for West Meadows on property generally located on the west side of Jones Boulevard, north of Vegas Drive, R-1 Zone (proposed R-CL), was considered by the City Planning Commission on May 24, 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-28-83.
3. No vehicular access to Jones Boulevard from the abutting lots.
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.
4. Location of all driveways and curb cuts to be approved by the Division of Traffic Engineering.



Chism Homes
May 25, 1983

Page 2

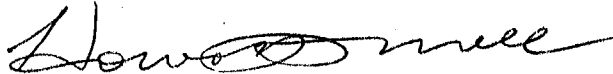
RE: Tentative Map - West Meadows

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

This item will be considered by the Board of City Commissioners on June 15, 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

HPF:HAN:cme
cc: City Clerk

SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this 3rd day of August, 1983, by and between Chism Homes, Inc., 4535 W. Sahara Ave., 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 May 24, 1983, the said Commission conditionally approved a tentative map of the premises known as West Meadows 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 June 15, 1983, the City Council of said City of Las Vegas approved the tentative map of West Meadows, subject to certain conditions; and

(D) WHEREAS, at a regular meeting held on May 24, 1983, the City Planning Commission of Las Vegas, Nevada, approved the final map for West Meadows, 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 3rd day of August, 1983, 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 West Meadows 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 West Meadows 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.

BY CHISM HOMES, INC.

BY 
H.A. Chism - President

BY _____

CITY OF LAS VEGAS, NEVADA,
a Municipal Corporation

BY 
WILLIAM H. BRIARE, MAYOR

ATTEST:


CAROL ANN HAWLEY, CITY CLERK

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of August, 1983, by and between Chism Homes, Inc. (hereinafter referred to as the "Subdivider"), the CITY OF LAS VEGAS, Clark County, Nevada, a municipal corporation (hereinafter referred to as the "City"), and Seafirst Mortgage Corporation, a Washington Corporation % of Sutter Trust Co. (hereinafter referred to as the "Financial Institution").

WITNESSETH:

WHEREAS, the Subdivider has agreed to do and perform certain work, consisting of the construction of off-site improvements in West Meadows, including Sewer and Water Systems, Curbs,
(Subdivision)

Gutters and Paving, in accordance with that
(General Description of Improvements)

certain Subdivision Agreement between the Subdivider and the City dated the 3rd day of August, 1983, a copy of which said Subdivision Agreement is attached hereto, marked Exhibit "A", and by reference made a part hereof; and

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

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

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

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

1. The Subdivider hereby represents that it has heretofore established with the Financial Institution a separate account, designated

" West Meadows Off-Site Improvement Account",
(Subdivision)

and has deposited therein the sum of Seventy Eight Thousand Seven Hundred Seventy
Dollars (\$ 78,772.00 ^{Two and NO/100}) as security for the faithful performance
of all of the terms and conditions of the aforesaid Subdivision Agreement
on the Subdivider's part to be performed, said sum to be received,
held and disbursed by the Financial Institution in accordance with the
terms of this Agreement. By its execution hereof, the Financial
Institution hereby verifies that said account has been established and
that the aforesaid sum has been deposited therein.

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

3. It is contemplated that progress payments may be made to
the Subdivider from time to time out of said account as the work on said
improvements progresses, and the Treasurer of the City of Las Vegas,
upon written notice from the City Engineer stating the percentage of the
work completed and the amount to be paid therefore, shall sign a draft
on said account or a request for the withdrawal of funds therefrom in
the amount stated in such notice from the City Engineer, provided,
however, that there shall at all times be a ten percent (10%) retention
on said funds in said account until all of the off-site improvements
called for in said Subdivision Agreement have been completed and accepted
by the City.

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

5. It is acknowledged by the Subdivider that the sum provided
for in paragraph 1 above is based upon the estimated cost of the improve-
ments called for in said Subdivision Agreement. It is understood and
agreed that, in the event the actual cost of said improvements shall

exceed such sum, the Subdivider is in no way relieved by this Agreement from the obligation of paying the amount of such excess.

6. It is understood and agreed that neither Financial Institution, by executing this Agreement, nor any of its affiliates, makes any representation or commitment whatsoever to be guarantor, surety or principal or to be otherwise, directly or indirectly, responsible for the construction or the financing of the construction of the above described off-site improvements except as expressly provided by this Agreement.

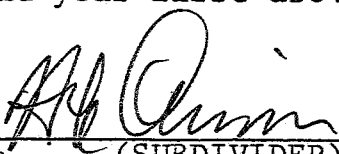
7. It is acknowledged that the funds in the "West Meadows Off-Site Improvement Account" have been deposited therein in lieu of the surety and performance bond which would otherwise be required to secure to the City the faithful performance of all of the terms and conditions of the aforesaid Subdivision Agreement. It is therefore understood and agreed that said funds constitute a security interest in favor of the City and that the City's claim to said funds shall be prior to that of any creditor, referee, receiver or trustee in the event of insolvency or bankruptcy; and that in any of such events, said funds shall not be administered by any receiver, referee or trustee, but shall be paid and distributed according to the terms of this Agreement. This Agreement with attachment shall be placed on public record to perfect said security interest.

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

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

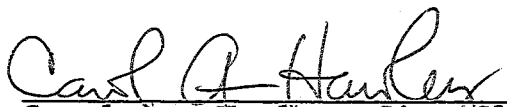
IN WITNESS WHEREOF, the parties hereto have executed or have caused to be executed by their duly authorized representatives,

this Agreement in triplicate the day and year first above written.

BY 
H.A. Chism (SUBDIVIDER)

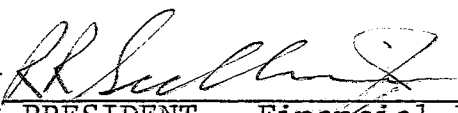
CITY OF LAS VEGAS
BY 
WILLIAM H. BRIARE, Mayor

ATTEST:


Carol Ann Hawley, City Clerk

ATTEST:


Secretary

BY 
VICE PRESIDENT - Financial Institution
Robert R. Sullivan Jr.
Seafirst Mortgage Corporation