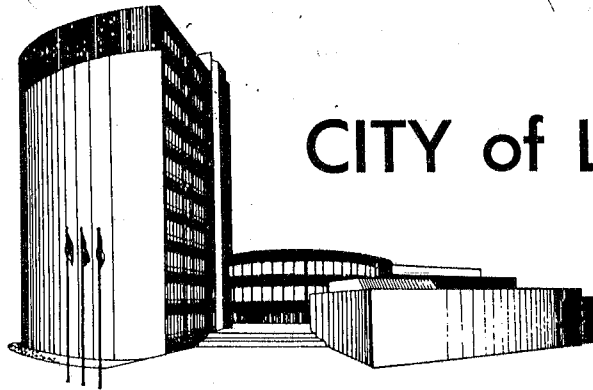


1 SUB-1109 16-55
MAYOR RON LURIE

COUNCILMEN
BOB NOLEN
W. WAYNE BUNKER
STEVE MILLER
ARNIE ADAMSEN

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

October 21, 1987

Mr. Richard G. Worthen
125 Worthen Circle
Las Vegas, Nev. 89128

RE: TENTATIVE MAP
Worthen Estates Unit 2

Dear Mr. Worthen:

The City Council at a regular meeting held October 7, 1987, APPROVED the Tentative Map for Worthen Estates Unit 2 for property located on the east side of Firestone Drive, north of Westcliff Drive, R-1 Zone, subject to the following conditions:

1. Coordinate construction of off-site improvements with the adjacent Beethoven Estates Development as required by the Department of Public Works.
2. Provide a Drainage Plan and Technical Drainage Study to the Department of Public Works prior to the approval of a Final Map.
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 months of the approval of the Tentative Map, or an Extension of Time up to one year, is not granted for 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. Richard G. Worthen
Tentative Map - Worthen Estates Unit 2
October 21, 1987
Page -2

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

Sincerely,

Kathleen M. Tighe

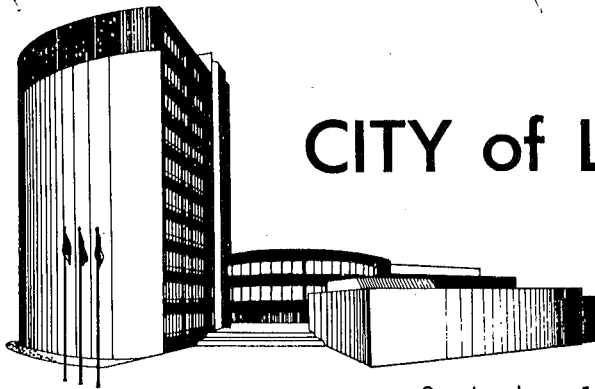
KATHLEEN M. TIGHE
City Clerk

KMT:jp

cc: Dept. of Community Planning and Development
Dept. of Building and Safety
Dept. of Fire Services
Dept. of Public Works
Land Development Services
CSA Engineers/Surveyors, 525 Hotel Plaza, Suite A
Las Vegas, Nevada 89005

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

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

September 17, 1987

Mr. Richard G. Worthen
125 Worthen Circle
Las Vegas, Nevada 89128

RE: TENTATIVE MAP - WORTHEN ESTATES UNIT 2

Dear Mr. Worthen:

The Tentative Map for Worthen Estates Unit 2, located on the east side of Firestone Drive, north of Westcliff Drive, R-1 Zone, was considered by the Planning Commission on September 10, 1987.

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

1. Coordinate construction of off-site improvements with the adjacent Beethoven Estates Development as required by the Department of Public Works.
2. Provide a Drainage Plan and Technical Drainage Study to the Department of Public Works prior to the approval of a Final Map.
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. Richard G. Worthen
RE: Tentative Map - Worthen Estates Unit 2

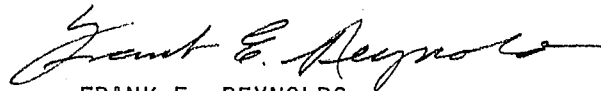
September 17, 1987
Page Two

This item will be considered by the City Council on October 7, 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



FRANK E. REYNOLDS
DEPUTY DIRECTOR

HPF:FER:erh

cc: C.S.A. Engineers/Surveyors
525 Hotel Plaza, Suite A
Las Vegas, Nevada 89005

00211

November 6, 1985

Page 46.

AGENDA

City of Las Vegas

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

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

*C. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

1. Worthen Estates

Property generally located on the northeast corner of Westcliff Drive and Firestone Drive, 14 lots, 5.0 acres, R-1 Zone.

2. Desert Park Homes Unit #1

Property generally located on the north side of Vegas Drive, west of Jones Boulevard, 23 lots, 3.6 acres, R-CL Zone.

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

Staff to proceed

Chris Lawrence

To: The City Council
Re: Community Planning and Development Agenda Item
November 6, 1985 City Council Agenda

x.00212

*C. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

1. Worthen Estates

2. Desert Park Homes Unit #1

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

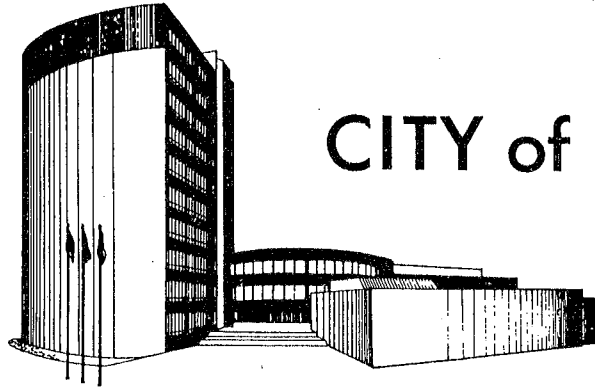
Staff Recommendation: APPROVAL - subject to completion of the improvements correction list

MAYOR 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 21, 1986

Mr. Richard G. Worthen
504 N. 15th Street
Las Vegas, Nevada 89101

RE: Worthen Estates
RELEASE OF SUBDIVISION AGREEMENT AND
CASH DEPOSIT AGREEMENT

Dear Mr. Worthen:

The City Council at a regular meeting held November 6, 1985, 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 July 18, 1986, the Department of Community Planning and Development accepted the improvement correction list for Worthen Estates as having been completed in accordance with agreements and City standards.

Therefore, all funds remaining in "Worthen Estates Off-Site Improvement Account" are hereby released.

Sincerely,

CAROL ANN HAWLEY
City Clerk

Sandra R. LeBoeuf
Acting City Clerk

CAH:SRL:jp

cc: Ensign Federal Credit Union
Dept. of Finance and Computer Services
Dept. of Community Planning and Development
Land Development/Flood Control



INTER-OFFICE MEMORANDUM

Date

July 18, 1986

TO:

CITY CLERK

FROM:

LAND DEVELOPMENT & FLOOD CONTROL DIVISION
COMMUNITY PLANNING & DEVELOPMENT

SUBJECT:

RELEASE OF SUBDIVISION BOND

COPIES TO:

On NOVEMBER 6, 1985 the City Council accepted the improvements for WORTHEN ESTATES 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 AGREEMENT with ENSIGN FEDERAL CREDIT UNION be released to the subdivider.


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

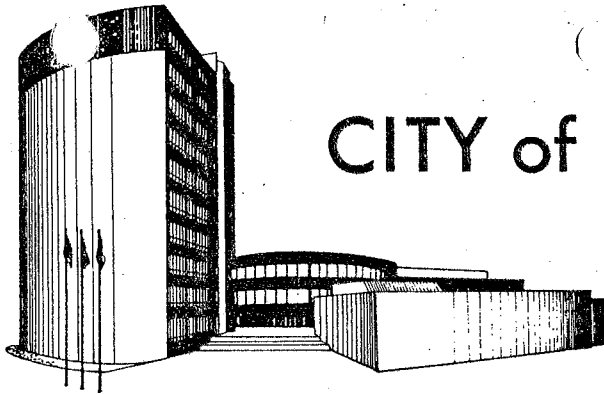
CEG:CT:bc

CITY CLERK

Jul 18 3 55 PM '86

RECEIVED

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



CITY of LAS VEGAS

November 17, 1983

Mr. Richard G. Worthen
504 North 15th Street
Las Vegas, Nevada 89101

Re: Worthen Estates
SUBDIVISION AGREEMENTS &
CASH DEPOSIT AGREEMENTS

Mr. Worthen:

The City Council at a regular meeting held July 20, 1983, APPROVED the final map of Worthen Estates.

We have received from Ensign Federal Credit Union a Cash Deposit Agreement in the amount of \$87,764.00. 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 Ensign Federal Credit Union.

Sincerely,

CAROL ANN HAWLEY
CITY CLERK

CAH:mpk

Encl.

cc: Ensign Federal Credit Union
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

Date

INTER-OFFICE MEMORANDUM

November 3, 1983

TO:

CITY CLERK

FROM:

SUBDIVISION ENGINEER

SUBJECT:

SUBDIVISION AGREEMENT AND BOND
FOR "WORTHEN ESTATES"

COPIES TO:

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

WORTHEN ESTATES

by

Richard G. Worthen, an Individual
Name

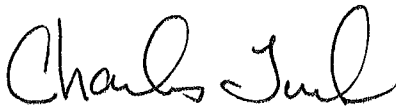
504 North 15th Street Las Vegas, Nevada 89101
Address

Also attached is a CASH DEPOSIT AGREEMENT in the amount of \$87,764.00 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 Richard G. Worthen

Cash Deposit Agreement with Ensign Federal Credit Union

1

STATE OF NEVADA)

) SS.

COUNTY OF CLARK)

On this 2ND day of NOVEMBER 1983, personally

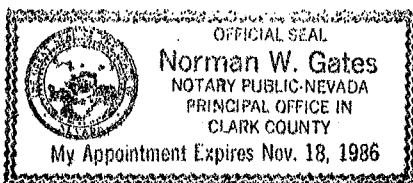
appeared before me, the undersigned, a Notary Public in and for the

County of Clark, State of Nevada, RICHARD G. WORTHEN

known to me to be the person__ described in and who executed the same

instrument, and who acknowledged to me that he executed the same

freely and voluntarily and for the uses and purposes therein mentioned.



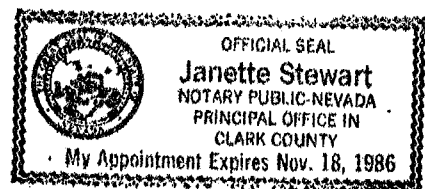
Norman W. Galt
Notary Public in and for the County
of Clark, State of Nevada

My Commission Expires: Nov. 12nd 1903

STATE OF NEVADA))
COUNTY OF CLARK) ss.

Janette Stewart
Notary Public in and for the County
of Clark, State of Nevada

My Commission Expires: Nov 18, 1986



FINANCIAL INSTITUTION
CORPORATE CERTIFICATE

I, Ray Stephensen, certify that I am
the Secretary of Fusion Federal Credit Union
the Corporation named as the "Financial Institution" in the foregoing
Agreement; that Norman W. Bates who signed this Agreement
on behalf of the Financial Institution was then the Manager
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.

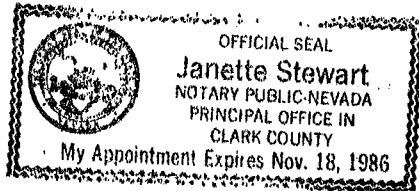
Ray Stephensen
Secretary

(Corporate Seal)

STATE OF NEVADA }
COUNTY OF CLARK } ss.

On this 2ND day of NOVEMBER, 1983, the following
person: NORMAN W. GATES personally appeared before
me, Janette Stewart, a Notary Public in and for
CLARK County, Nevada, known to me to be the
MANAGER 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.



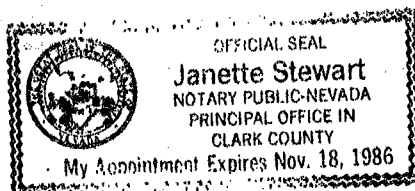
Janette Stewart
NOTARY PUBLIC in and for said
County and State

My Commission Expires: Nov 18, 1986

Notary Seal

STATE OF NEVADA)
COUNTY OF CLARK) ss.

On this ____ day of _____, 19 __, the following person: RAY STEPHENSON, personally appeared before me, JANETTE STEWART, 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.



Janette Stewart
NOTARY PUBLIC in and for said
County and State

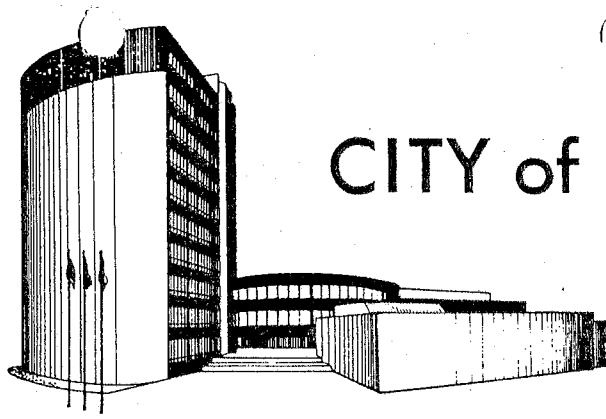
My Commission Expires: Nov. 18, 1986

Notary Seal

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 25, 1983

Mr. Richard Worthen
504 North 15th Street
Las Vegas, Nevada 89101

Re: FINAL MAP
Worthen Estates

Dear Mr. Worthen:-

The City Council at a regular meeting held July 20, 1983, APPROVED the final map for Worthen Estates on property generally located on the north side of Westcliff Drive, west of Buffalo Drive, N-U (proposed R-1), subject to the following conditions:

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

Sincerely,

CAROL ANN HAWLEY
City Clerk

CAH:jp

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



City of Las Vegas

SUB 1109

0169

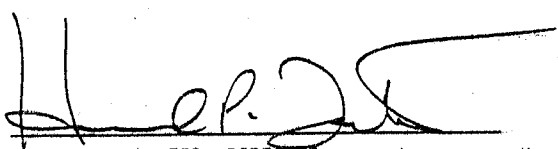
AGENDA DOCUMENTATION

Date: July 8, 1983

TO: The City Council

FROM: DON J. SAYLOR, AICP
DEPUTY CITY MANAGERSUBJECT: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEMS
JULY 20, 1983 CITY COUNCIL AGENDAPURPOSE/BACKGROUNDSUMMARY OF ITEMS - SEE BACKUP MATERIAL

- Item A - Abeyance Item - Tentative Map - Charleston Heights Tract #63
- Item B - Abeyance Item - Final Map - Charleston Heights Tract #63A
- Item C - Abeyance Item - Tentative Map - Cimarron Heights
- Item D - Abeyance Item - Final Map - Cimarron Heights No. 1
- Item E - Abeyance Item - Reinstatement and Extension of Time and Review of Condition - Z-24-81 - Plaster Becker Company
- Item F - Tentative Map - Rainbow-Alta
- Item G - Tentative Map - Worthen Estates
- Item H - Final Map - Worthen Estates
- Item I - Tentative Map - Charleston Heights Tract #50-H
- Item J - Final Map - Charleston Heights Tract #50-H
- Item K - Sign Height Review - SH-1-83 - Donrey Outdoor Advertising Company
- Item L - Sign Height Review - SH-2-83 - Donrey Outdoor Advertising Company
- Item M - Extension of Time - Z-63-79 - Daniel P. Fredlund
- Item N - Reinstatement and Extension of Time - Z-19-82 - Dennis Pulsipher and Kent Greene
- Item O - Reinstatement and Extension of Time - Z-47-78 - Nevada Savings and Loan Association
- Item P - Tentative Map - Miramonte Estates North Unit 4
- Item Q - Zone Change - Z-53-83 - Porter Construction Company
- Item R - Tentative Map - Sandhill Villas
- Item S - Zone Change - Z-55-83 - Barry D. Leavitt, Et Al
- Item T - Zone Change - Z-52-83 - Charles and Joyce Musser
- Item U - Zone Change - Z-54-83 - James A. Black
- Item V - Six-Month Report on Building and Subdivision Activity
- Item W - Reconsideration of Denial of Z-50-83 - Vincent Lobue

FISCAL IMPACT No Funding RequiredRECOMMENDATIONS See Attachments

 HAROLD P. FOSTER, DIRECTOR

Agenda Item

X.

AGENDA

City of Las Vegas

0184

July 20, 1983

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

Page 40

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

H. FINAL MAP - WORTHEN ESTATES

Property generally located on the north side of Westcliff Drive, west of Buffalo Drive, N-U Zone (proposed R-1).

Owner/Subdivider: Richard G. Worthen
Family Trust

No. of Acres: 5 No. of Lots: 14

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

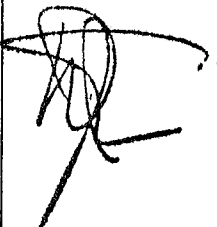
1. Approval of the tentative map.
2. Conformance to the conditions of approval for the tentative map.

Staff Recommendation: APPROVAL

Lurie -
APPROVED, subject to
conditions.
Items G & H
Unanimous

Clerk to notify &
Planning to proceed

APPROVED AGENDA ITEM



To: The City Council
Re: Community Planning and Development Agenda Item
July 20, 1983 City Council Agenda

X.

H. FINAL MAP - WORTHEN ESTATES

This is the final map for all of the lots proposed on the tentative map under Item G. If the tentative map is approved then this map is in order to be approved.

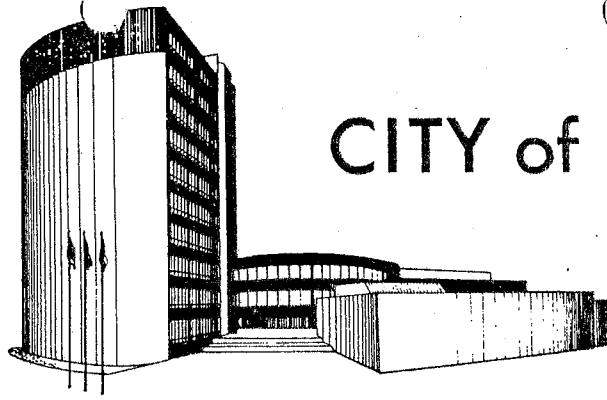
PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

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 25, 1983

Mr. Richard Worthen
504 North 15th Street
Las Vegas, Nevada 89101

Re: TENTATIVE MAP
Worthen Estates

Dear Mr. Worthen:

The City Council at a regular meeting held July 20, 1983, APPROVED the tentative map for Worthen Estates on property generally located on the north side of Westcliff Drive, west of Buffalo Drive, N-U Zone (proposed R-1), subject to the following conditions:

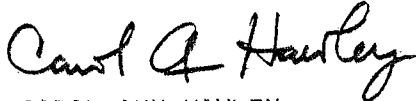
1. No vehicular access to Westcliff Drive from the abutting lots.
2. If a wall is constructed on an exterior boundary street, the CC&R's shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall.
3. Order of Vacation of the road easements on the north and east property lines to be recorded prior to recording of the final map.
4. 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.



Mr. Richard Worthen
Tentative Map - Worthen Estates
July 25, 1983
Page -2-

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.

Sincerely,



CAROL ANN HAWLEY
City Clerk

CAH:jp

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

City of Las Vegas

SUB 1109

0169

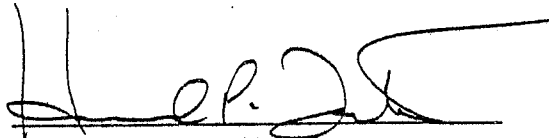
AGENDA DOCUMENTATION

Date: July 8, 1983

TO: The City Council

FROM: DON J. SAYLOR, AICP
DEPUTY CITY MANAGERSUBJECT: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEMS
JULY 20, 1983 CITY COUNCIL AGENDAPURPOSE/BACKGROUNDSUMMARY OF ITEMS - SEE BACKUP MATERIAL

- Item A - Abeyance Item - Tentative Map - Charleston Heights Tract #63
- Item B - Abeyance Item - Final Map - Charleston Heights Tract #63A
- Item C - Abeyance Item - Tentative Map - Cimarron Heights
- Item D - Abeyance Item - Final Map - Cimarron Heights No. 1
- Item E - Abeyance Item - Reinstatement and Extension of Time and Review of Condition - Z-24-81 - Plaster Becker Company
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- Item G - Tentative Map - Worthen Estates
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- Item U - Zone Change - Z-54-83 - James A. Black
- Item V - Six-Month Report on Building and Subdivision Activity
- Item W - Reconsideration of Denial of Z-50-83 - Vincent Lobue

FISCAL IMPACT No Funding RequiredRECOMMENDATIONS See Attachments

 HAROLD P. FOSTER, DIRECTOR

Agenda Item

X.

AGENDA*City of Las Vegas*

July 20, 1983

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

Page 39

ITEM**Council Action****Department Action****X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)****G. TENTATIVE MAP - WORTHEN ESTATES**

Property generally located on the north side of Westcliff Drive, west of Buffalo Drive, N-U Zone (proposed R-1).

Owner/Subdivider: Richard G. Worthen
Family Trust

No. of Acres: 5 No. of Lots: 14

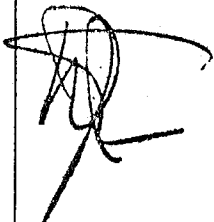
Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. No vehicular access to Westcliff Drive from the abutting lots.
2. 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.
3. Order of Vacation of the road easements on the north and east property lines to be recorded prior to recording of the final map.

Staff Recommendation: APPROVAL

Lurie -
APPROVED, subject to
conditions.
Items G & H
Unanimous

Clerk to notify &
Planning to proceed

APPROVED AGENDA ITEM


To: The City Council
Re: Community Planning and Development Agenda Item
July 20, 1983 City Council Agenda

X.

PC

G. TENTATIVE MAP - WORTHEN ESTATES

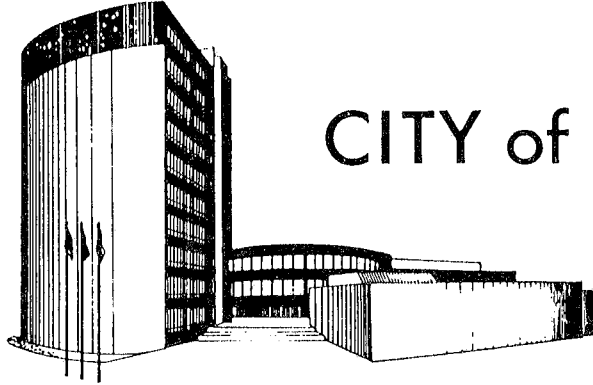
The map conforms to the Subdivision Regulations on this five acre parcel that was just annexed and rezoned to R-1.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

1109-JWB

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 1, 1983

Mr. Richard Worthen
504 N. 15th Street
Las Vegas, NV 89101

RE: Final Map - Worthen Estates

Dear Mr. Worthen:

The Final Map for Worthen Estates on property generally located on the north side of Westcliff Drive, west of Buffalo Drive, N-U Zone (proposed R-1), was considered by the City Planning Commission on June 28, 1983.

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

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

This item will be considered by the City Council on July 20, 1983 at 2:00 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. The Council 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:jp
cc: City Clerk

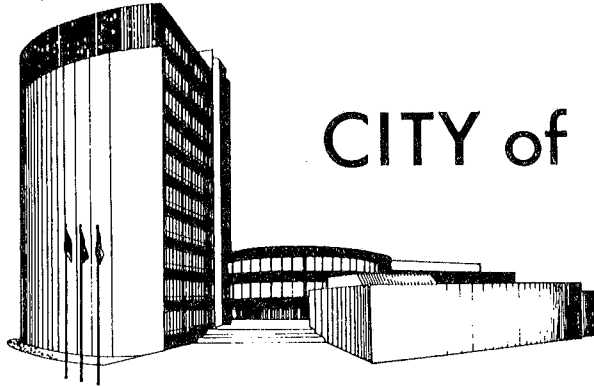


MAYOR BILL BRIARE

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 1, 1983

Mr. Richard Worthen
504 N. 15th Street
Las Vegas, Nevada 89101

RE: Tentative Map - Worthen Estates

Dear Mr. Worthen:

The Tentative Map for Worthen Estates on property generally located on the north side of Westcliff Drive, west of Buffalo Drive, N-U Zone (proposed R-1), was considered by the City Planning Commission on June 28, 1983.

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

1. No vehicular access to Westcliff Drive from the abutting lots.
2. If a wall is constructed on an exterior boundary street, the Conditions, Covenants and Restrictions 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.
3. Order of Vacation of the road easements on the north and east property lines to be recorded prior to recording of the final map.
4. 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.



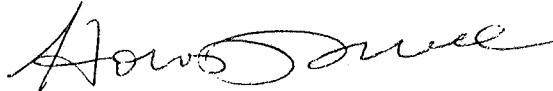
Mr. Richard Worthen
504 N. 15th Street
Las Vegas, NV 89101
RE: TM - Worthen Estates
July 1, 1983
Page -2-

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 City Council on July 20, 1983 at 2:00 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. The Council 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:jp
cc: City Clerk

SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this 20th day of July, 1983, by and between Richard G. Worthen, 504 N. 15th Street, Las Vegas, Nevada 89101 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 June 28, 1983, the said Commission conditionally approved a tentative map of the premises known as Worthen Estates 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 July 20, 1983, the City Council of said City of Las Vegas approved the tentative map of Worthen Estates, subject to certain conditions; and

(D) WHEREAS, at a regular meeting held on June 28, 1983, the City Planning Commission of Las Vegas, Nevada, approved the final map for Worthen Estates, 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 20 day of July, 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 Worthen Estates 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 Worthen Estates 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 RICHARD G. WORTHEN *Fe*

BY *Richard G. Worthen*

BY _____

CITY OF LAS VEGAS, NEVADA,
a Municipal Corporation

BY *RS*

William H. Briare
WILLIAM H. BRIARE, MAYOR

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, CITY CLERK

AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of Nov., 1983, by and between Richard G. Warthen Family Trust (hereinafter referred to as the "Subdivider"), the CITY OF LAS VEGAS, Clark County, Nevada, a municipal corporation (hereinafter referred to as the "City"), and Ensign Federal Credit Union (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 Warthen Estates, including Streets, Curb, Gutter,
(Subdivision)
Sidewalk + Street Lights, in accordance with that
(General Description of Improvements)
certain Subdivision Agreement between the Subdivider and the City dated the 20 day of July, 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

" Worthen Estates Off-Site Improvement Account",
(Subdivision)
and has deposited therein the sum of \$ Eighty Seven Thousand Seven Hundred & Sixty Four Dollars
(87,764.00) Dollars (\$ 87,764.00) 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 exercise of such option, and thereafter drafts on said account or requests for the withdrawal of funds therefrom shall be valid and binding and shall be honored by the Financial Institution upon the sole signature of the Treasurer of the City of Las Vegas.

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

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

6. 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 "Worthen
Subdivision
(Subdivision) 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 *Richard M. Worth*
(SUBDIVIDER)

CITY OF LAS VEGAS

BY *William H. Briare*
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol Ann Hawley
Carol Ann Hawley, City Clerk

ATTEST:

Secretary

BY *Norman W. Gates*
PRESIDENT - Financial Institution
Manager