



L & N Management, Inc.

2001 Bryan Tower
Post Office Box 225644
Dallas, Texas 75265
Phone: (214) 746-7222

June 20, 1984

Ms. Carol Ann Hawley
City Clerk
400 E. Stewart
Las Vegas, NV 89101

Dear Ms. Hawley:

RE: Westcliff Heights Subdivision
Braewood Development Corp./Las Vegas

This letter is to request a letter of confirmation from your office that the improvements in the above referenced subdivision are satisfactory and complete. A copy of the agreement is attached for your information.

Thank you for your help in this matter. Should you have any questions, please contact me at (214) 746-7157.

Sincerely,

Deborah A. Bacon

Deborah Bacon

DB/lb

Attachment

RECEIVED

JUN 26 9 55 AM '84

1777

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of December, 19 80, by and between Beauty Built 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 Lomas & Nettleton Financial Corporation (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 Westcliffe Heights, including streets, water,
(Subdivision)

sewer, sidewalks, electrical, & drainage, in accordance with that
(General Description of Improvements)

certain Subdivision Agreement between the Subdivider and the City dated the 4th day of December, 19 80, 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:

6. Upon final acceptance by the Board of Commissioners 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.

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 _____
SUBDIVIDER
Ira L. Long, Vice President

CITY OF LAS VEGAS

BY WILLIAM H. BRIARE, MAYOR

LOMAS & NETTLETON FINANCIAL CORPORATION

BY Dennis
~~PRESIDENT XXXXX FINANCIAL XXXXX CORPORATION~~
Chairman and Chief Executive Officer

(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.

(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-

CORPORATE CERTIFICATE

I, JOYCE JONES, certify that I am the Assistant Secretary of the Corporation named as Subdivider in the Foregoing Agreement; that Ira L. Long who signed said Agreement on behalf of the Subdivider was then Senior Vice 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.

Asst. Secretary

Joyce Jones
(CORPORATE SEAL)

Arizona
STATE OF ~~ARIZONA~~)
COUNTY OF)

On this 4th day of December, 19 80, personally appeared Ira L. Long before me, Rita Lee, a Notary Public in and for Pima County, ARIZONA, and -----, known to me to be the ----- and ----- of the corporation that executed the foregoing instrument, and upon oath, did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signature (s) to said instrument were made by officers of said corporation as indicated after said signature (s) and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public in and for said County
and State

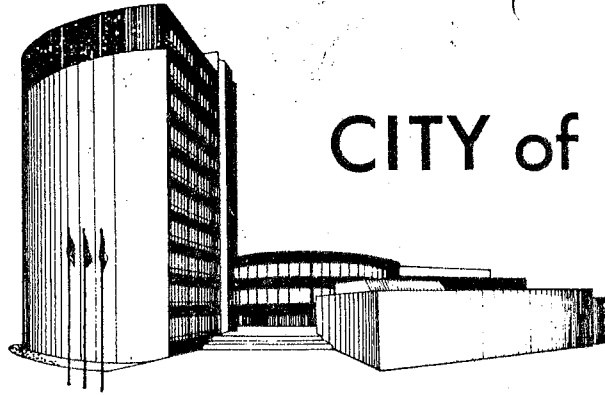
My Commission Expires:

(NOTARY SEAL)

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

June 12, 1984

Beauty Built Homes, Inc.
3355 Spring Mountain Road
Las Vegas, Nevada 89102

Re: Westcliff Heights Unit No.1
RELEASE OF SUBDIVISION BOND

Gentlemen:

The City Council at a regular meeting held March 21, 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 June 11, 1984, the Department of Engineering Services accepted the improvement correction list for Westcliff Heights Unit No. 1, as having been complied in accordance with agreements and City standards.

Therefore, all funds remaining in "Westcliff Heights Unit No. 1 Off-Site Improvement Account" are hereby released.

Sincerely,

CAROL ANN HAWLEY
CITY CLERK

CAH:mpk

Encl.

cc: Lomas & Nettleton Financial Corporation
Dept. of Financial Management
Department of Engineering Services - Land Development



Sub 970

CITY OF LAS VEGAS

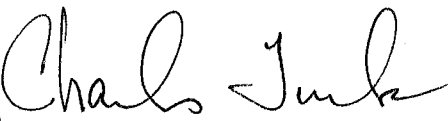
Date

INTER-OFFICE MEMORANDUM

June 11, 1984

TO: CITY CLERK	FROM: ENGINEERING SERVICES
SUBJECT: RELEASE OF SUBDIVISION BOND	COPIES TO: CHUCK TURK

On March 21, 1984 the City Council accepted the improvements for WESTCLIFF HEIGHTS UNIT I subject to the completion of the improvement correction list items for this subdivision. Please be notified that these items have now been completed to the satisfaction of the Department of Engineering Services. It is recommended that the Cash Deposit Agreement with Lomas & Nettleton Financial Corporation be released to the Subdivider.

for 
C. E. GILPIN, DIRECTOR
Department of Engineering Services

CEG:CT:ss

CITY CLERK

JUN 12 9 58 AM '84

RECEIVED



L & N Management, Inc.

Robert W. Talkington
Senior Vice President
Underwriting

2001 Bryan Tower
Post Office 225644
Dallas, Texas 75265
Phone: (214) 746-7240

March 30, 1984

Miss Carol Ann Hawley
City Clerk
400 E. Stewart
Las Vegas, Nevada 89101

Re: Westcliff Heights Subdivision
Braewood Dev. Corp. Las Vegas

Dear Ms. Hawley:

In regard to the above referenced Agreement dated December 4, 1980 between Beauty Built Homes, Inc., the City of Las Vegas and the Lomas & Nettleton Financial Corporation in the sum of \$406,624; paragraph (6) states that upon final acceptance by the Board of Commissioners of the City of all of the off-site improvements there would be a letter confirming such improvements are satisfactory and complete.

In regards to this, please forward such confirmation to my attention.

Thank you for your cooperation in this matter.

Sincerely,

Robert W. Talkington
Senior Vice President

RWT/pg

enclosure

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of December, 19 80, by and between Beauty Built 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 Lomas & Nettleton Financial Corporation (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

Westcliffe Heights, including streets, water,
(Subdivision)

sewer, sidewalks, electrical, & drainage, in accordance with that
(General Description of Improvements)

certain Subdivision Agreement between the Subdivider and the City dated the 4th day of December, 19 80, 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 "Westcliffe Heights Off-Site Improvement Account", (Subdivision) and has deposited therein the sum of _____ Dollars (\$ 406,624) 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 therefor, 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 twenty-five per cent (25%) 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. Upon final acceptance by the Board of Commissioners 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.

7. 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 representatives, 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.

Beauty Built Homes, Inc.

BY _____
SUBDIVIDER
Ira L. Long, Vice President

CITY OF LAS VEGAS

ATTEST:

CAROL ANN HAWLEY, CITY CLERK

BY _____
WILLIAM H. BRIARE, MAYOR

ATTEST:

LOMAS & NETTLETON FINANCIAL CORPORATION

Lamora Ogden

SECRETARY

BY *Dennis*

~~PRESIDENT XXXX FINANCIAL INSTITUTION~~
Chairman and Chief Executive Officer

SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this 14th day of Dec, 1980, by and between Beauty Built Homes, Inc., 3355 Spring Mtn. Road 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 August 14th, 1980, the said Commission conditionally approved a tentative map of the premises known as Westcliff Heights 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 September 3rd, 1980, the Board of City Commissioners of said City of Las Vegas approved the tentative map of Westcliff Heights, subject to certain conditions, and

(D) WHEREAS, at a regular meeting held on August 14th, 1980, the City Planning Commission of Las Vegas, Nevada, approved the final map for Westcliff Heights Unit No. 1, subject to the construction of certain improvements to be made by the "Subdivider" as required by Title XI, Chapter 2, of the Las Vegas Municipal Code.

(E) WHEREAS, at a regular meeting held on the 17th day of September, 1980, 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 Westcliff Heights Unit No. 1 and agrees to construct at his cost and expense, all improvements shown on plans submitted, and further agrees to install these improvements in strict accordance with the applicable Uniform Standard Specifications of Public Works Construction, Clark County Area in effect at the date of signing of this Agreement.

(G) The "Subdivider" agrees to notify the City Engineer of the date and the hour when work is expected to begin on any of the following items, notification to be not less than twenty-four (24) hours in advance of the time work is anticipated to start, and if thereafter conditions develop to delay the start of work, the "Subdivider" agrees to notify the City Engineer of the delay not less than two (2) hours before work is scheduled to begin.

Laying of utility lines and storm drains;
Backfilling of utility line trenches & storm drain trenches;
Placing concrete for curb, gutter, sidewalk, valley gutter
storm drain structures, manholes and street lighting
foundations;
Excavating for roadway;
Placing of Type I gravel base course;
Placing of Type II gravel base course;
Priming base course;
Placing asphalt concrete surfacing;
Sealing pavements (fog seal or open grade surfacing);
Installing street lighting

It is understood and agreed, should the "Subdivider" suspend work on any item longer than overnight (except during Saturdays and Sundays) a new notification shall be made to the City Engineer before work may begin anew on any items requiring inspection.

(H) It is further understood and agreed whenever the City Engineer, or his duly authorized representative, inspects portions of work as mentioned hereinbefore, and finds the work performed to be in a satisfactory condition for inclusion in the completed project, the City Engineer, or his duly authorized representative, shall issue a statement of inspection which shall permit the "Subdivider" to perform the next phase of the construction. Ordinarily not less than one continuous block of any one of the items of work mentioned will be approved. It is further agreed that inspection and approval of any item of work shall not forfeit the right of the City to require the correction of faulty workmanship or materials at any time during the course of the work although previously approved and notwithstanding construction has proceeded according to plans approved by the "City". Should subsurface conditions be discovered such as excess water, clay, salts, voids or other defects, which were not originally contemplated, the "City" may require the "Subdivider", at the "Subdivider's" expense, to alter its plans for future construction or to correct, change or reconstruct the area affected by said defects.

The "Subdivider" further agrees nothing herein shall relieve him of the responsibility for proper construction and maintenance of the work, materials and equipment required under the terms of this Agreement until all work has been completed by him and accepted by the City of Las Vegas.

(I) The "Subdivider" further agrees to provide for the adjustment necessary to all existing utilities because of the work required by this agreement, without cost to the "City".

(J) The "Subdivider" further agrees to furnish to the City Engineer, upon completion of all the improvements within City right of way required hereby, a map which is accurately indicated by lettered dimensions; the location of all manholes, the location, size and depth of all sewer mains, laterals and wyes for the connection of house service lines, and size and depth.

(K) The "Subdivider" further agrees that all improvements shall be made in accordance with the general regulations, specifications, and ordinances of the said City of Las Vegas, and that approval of the final subdivision map shall not be made until all street plans and profiles, typical street sections, sewer plans and profiles, electric light layout and architectural arrangements of housing units, and all other such plans and specifications as may be required have been submitted to and approved by the various City Departments concerned.

(L) It is further agreed that the "City" shall have the right to require the correction by the "Subdivider" at any time before release of the bond required herein, of any item, or items, to be installed under this Agreement which do not conform to City Standards, Specifications or Ordinances, even though the plans for the item in question may have been approved by the City Engineer.

(M) The "Subdivider" further agrees that said improvements shall be started within thirty days from the date of the signing of this Agreement and that said improvements shall be completed within Twelve months from the date the project is started.

(N) It is further agreed that in the event the "Subdivider" fails to complete said improvements within said period, the "City" may at its option, proceed to complete said improvements at the expense of the "Subdivider" or under his bond as hereinafter provided for.

(O) The said "Subdivider" further agrees that he will execute a surety and performance bond for the full cost of said improvements in favor of the "City", conditioned that said "Subdivider" will complete said improvements within said period and further conditioned that said bond shall be used for the payment of the completion of said improvements within the said twelve month period and that the "City" has exercised its option to complete said improvements and further provided that any application for the release of said bond upon the completion of the improvements by the "Subdivider" shall not be granted unless accompanied by a written certificate from the City Engineer, stating that all requirements hereof have been satisfactorily completed in accordance with the terms of this Agreement. Said "Subdivider" further agrees that said bond shall be first submitted to and approved by the City Attorney of the City of Las Vegas.

No certificates of occupancy will be granted to tract houses until such a time that the offsite improvements are completed in accordance with the Uniform Standard Drawings for Public Works Construction Clark County Area and Uniform Standard Specifications for Public Works Construction Clark County Area in effect at the signing of this Agreement, Title XI, Chapter 2 of the Las Vegas Municipal Code, the Subdivision Agreement, the Bond and to the satisfaction of the City Engineer.

(P) Upon the signing of this Agreement by the parties hereto, upon the execution of the Surety and Performance Bond as called for herein and its acceptance by the "City", and upon performance by the "Subdivider" and the City Departments concerned (as provided in Paragraph (H) above), the "City" will, by its proper authorities, accept said final map of the "Subdivider" and do any further or such other acts as may be necessary to approve said final map, as provided by Nevada Revised Statutes, Chapter 278, and Title XI, Chapter 2, of the Las Vegas Municipal Code.

(Q) The "Subdivider" further agrees that in addition to the above conditions, any and/or all stipulations and agreements made by it and the Board of City Commissioners and/or City Planning Commission of Las Vegas will be fully performed.

(R) The "Subdivider" shall protect and take care of all work until its completion and final acceptance by the City. During moving in, con-

struction and moving off, the "Subdivider" shall keep the site free and clean from dangerous accumulation of rubbish and debris, and shall maintain sufficient and proper barricades, lights, etc., for the protection of the public. Final acceptance of the work will not be made by the "City" until the area falling under the Agreement, known as Westcliff Heights Unit No. 1 and adjacent property has been cleared of all rubbish, surplus materials, and equipment resulting from the Contractor's operations, to the satisfaction of the City Engineer.

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

Beauty Built Homes, Inc.,
A Michigan Corporation

BY Sam S. Sney V.P.

BY _____

CITY OF LAS VEGAS, NEVADA,
a Municipal Corporation

BY _____
WILLIAM H. BRIARE, MAYOR

ATTEST:

CAROL ANN HAWLEY, CITY CLERK

CORPORATE CERTIFICATE

I, JOYCE JONES, certify that I am the Assistant Secretary of the Corporation named as Subdivider in the Foregoing Agreement; that Ira L. Long who signed said Agreement on behalf of the Subdivider was then Senior Vice 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.

Asst. Secretary

(CORPORATE SEAL)

Arizona
STATE OF ~~XXXXXX~~)
COUNTY OF _)

On this 4th day of December, 19 80, personally appeared Ira L. Long before me, Rita Lee, a Notary Public in and for Pima County, XXXXXX, Arizona, and -----, known to me to be the ----- and ----- of the corporation that executed the foregoing instrument, and upon oath, did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signature (s) to said instrument were made by officers of said corporation as indicated after said signature (s) and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public in and for said County
and State

My Commission Expires: _____

(NOTARY SEAL)

0045

AGENDA*City of Las Vegas*March 21, 1984
Page 21CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

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

1030

*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. Woodcrest Unit 2. (Nevada Savings & Loan - property generally located south of Alexander Rd., west of Torrey Pines Drive, No. of acres: 38.6, No. of lots: 234, Zoned R-CL)

2. Westcliff Heights Unit 1. (Beauty Built Homes - property generally located at the northeast corner of Westcliff Drive and Cimarron Rd., No. of acres: 15, No. of lots: 63, Zoned R-1)

3. Rancho Bonito Unit 4. (Villa Bonita Oeste - property generally located south of Oakley Blvd., west of Rancho Drive, No. of acres: 7.7, No. of lots: 16 Zoned RPD-3)

4. Lewis Homes - Rainbow Park #1.
(Lewis Homes of Nevada - property generally located south of Vegas Drive, west of the Oran K. Gragson Freeway, No. of acres: 4.2, No. of lots: 29, Zoned R-CL)

Lurie -
APPROVED
Items A, B & C
as recommended
Unanimous
(Christensen excused)

Staff to proceed

1030

*C. ACCEPTANCE OF RIGHT OF WAY ITEMS

1. Quit Claim Deed
From: J.A.C. Enterprises
To: City of Las Vegas
For: Portion of NE-1/4,
Sec. 27, T20S, R61E
Las Vegas Blvd. North
(5/25/83)

Lurie -
APPROVED
Items A, B & C
as recommended
Unanimous
(Christensen excused)

Staff to proceed

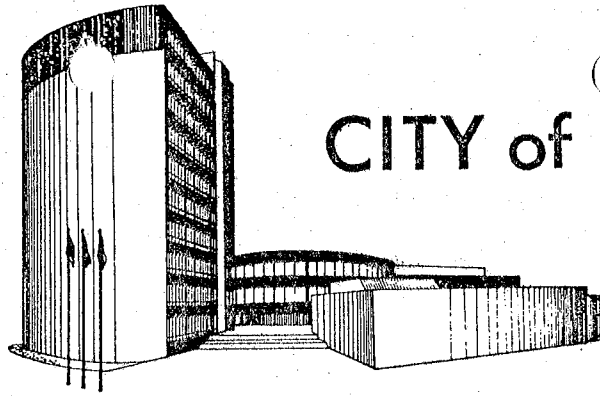
APPROVED AGENDA ITEM

MAYOR BILL BRIARE

COMMISSIONERS
RON LURIE
PAUL J. CHRISTENSEN
ROY WOOFER
AL LEVY

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
RUSSELL DORN



CITY of LAS VEGAS

February 20, 1981

Beauty Built Homes, Inc.
3355 Spring Mountain Road
Las Vegas, Nevada 89102

Re: Westcliff Heights Unit No. 1
SUBDIVISION AGREEMENTS &
CASH DEPOSIT AGREEMENTS

Gentlemen:

The Board of City Commissioners at a regular meeting held September 17, 1980, APPROVED the final map of Westcliff Heights Unit No. 1.

We have received from Lomas & Nettleton Financial Corporation a Cash Deposit Agreement in the amount of \$406,624.00. 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 Lomas & Nettleton Financial Corporation.

Sincerely,

CAROL ANN HAWLEY
City Clerk

CAH:mpk

Encl.

cc: Lomas & Nettleton Financial Corporation
Dept. of Financial Management w/copy of Subdivision
Agreement and Cash Deposit Agreement
Dept. of Public Services w/copy of Subdivision Agreement



INTER-OFFICE MEMORANDUM

Date

FEBRUARY 9, 1981

TO:

CITY CLERK

FROM:

CITY ENGINEER

SUBJECT:

SUBDIVISION AGREEMENTS AND BOND
AGREEMENTS FOR WESTCLIFF HEIGHTS

COPIES TO:

SUBDIVISION ENGINEER

Attached are the original and four (4) copies of the Subdivision Agreement covering improvements to be installed under the Subdivision Ordinance for Westcliff Heights Unit No. 1 by

Beauty Built Homes, Inc.

Name

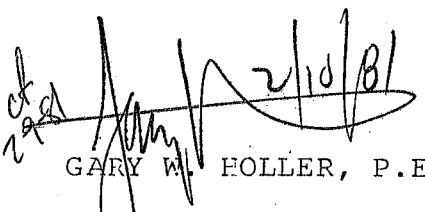
3355 Spring Mountain Road, Las Vegas, Nevada 89102

Address

Also attached is a Cash Deposit Agreement in the amount of \$406,624.00 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.



GARY W. HOLLER, P.E.

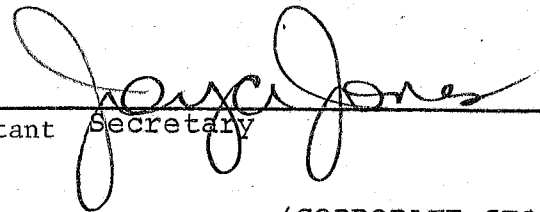
GWH/AKV/blc

Enclosures

Subdivision Agreements signed by Ira L. Long
Cash Deposit Agreement with Lomas & Nettleton Financial Corporation
Final Map
Bond Estimate

SUBDIVIDER'S
CORPORATE CERTIFICATE

I, JOYCE JONES, certify that I am
the ASSISTANT SECRETARY of the Corporation named as
Subdivider in the Foregoing Agreement; that IRA L. LONG
_____ who signed said Agreement on behalf of the Sub-
divider was then SENIOR VICE 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.

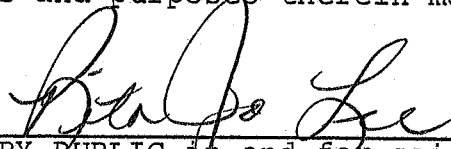

Assistant Secretary

(CORPORATE SEAL)

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this 4th day of February, 1981, the following
person: IRA L. LONG, personally appeared
before me, RITA LEE, a Notary Public in and for
Pima County, Arizona, known to me to be the
Senior Vice 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.



NOTARY PUBLIC in and for said
County and State

My Commission Expires: ~~My Commission Expires Feb. 26, 1983~~

Notary Seal

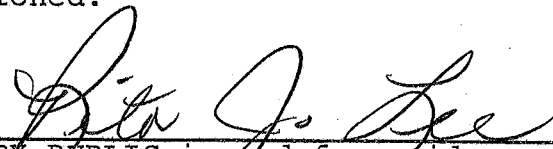
STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this 4th day of February, 1981, the following
person: JOYCE JONES, personally appeared

before me, RITA LEE, a Notary Public in

and for Pima County, Arizona known to me to be the

Assistant Secretary of the Corporation that executed the foregoing Agreement,
and upon oath, did depose that she is the officer of said corporation
as designated above, that she 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.



NOTARY PUBLIC in and for said
County and State

My Commission Expires: ~~My Commission Expires Feb. 26, 1983~~

Notary Seal

FINANCIAL INSTITUTION
CORPORATE CERTIFICATE

I, Ramona Taylor, certify that I am
the Secretary of Lomas & Nettleton Financial Corporation,
the Corporation named as the "Financial Institution" in the fore-
going Agreement; that Jess Hay who
signed this Agreement on behalf of the Financial Institution was
then the Chairman & Chief Executive/ Officer 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.

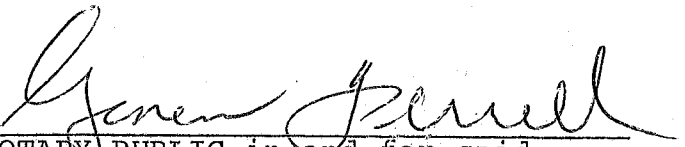

Secretary

(Corporate Seal)

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 4th day of February, 1981, the following
person: Jess Hay, personally appeared
before me, Gwen Ferrell, a Notary Public in and for
the State of Texas, known to me to be the
Chairman & Chief Executive/ Officer 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.


NOTARY PUBLIC in and for said
State of Texas

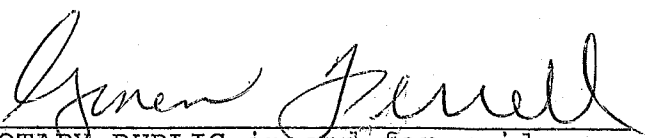
My Commission Expires:

September 30, 1984

Notary Seal

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 4th day of February, 1981, the following person: Ramona Taylor, personally appeared before me, Gwen Ferrell, a Notary Public in and for the State of Texas, known to me to be the Secretary of the Corporation that executed the foregoing Agreement, and upon oath, did depose that she is the officer of said Corporation as designated above, that she 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.


NOTARY PUBLIC in and for said
State of Texas

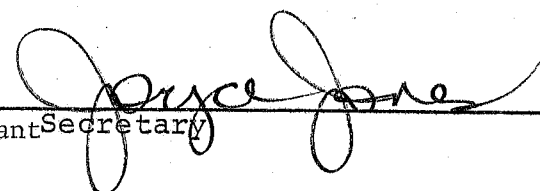
My Commission Expires:

September 30, 1984

Notary Seal

SUBDIVIDER'S
CORPORATE CERTIFICATE

I, JOYCE JONES, certify that I am
the ASSISTANT SECRETARY of the Corporation named as
Subdivider in the Foregoing Agreement; that IRA L. LONG
who signed said Agreement on behalf of the Sub-
divider was then SENIOR VICE 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.

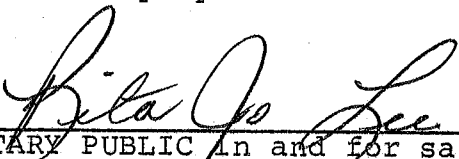

Assistant Secretary

(CORPORATE SEAL)

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this 4th day of February, 1981, the following
person: IRA L. LONG, personally appeared
before me, RITA LEE, a Notary Public in and for
Pima County, Arizona, known to me to be the
SENIOR VICE 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
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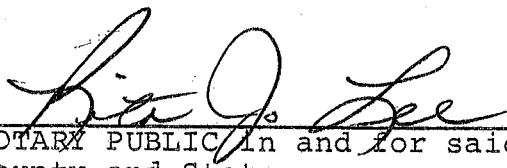
NOTARY PUBLIC in and for said
County and State

My Commission Expires: My Commission Expires Feb. 26, 1983

Notary Seal

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this 4th day of February, 1981, the following
person: JOYCE JONES, personally appeared
before me, RITA LEE, a Notary Public in
and for Pima County, Arizona, known to me to be the
Assistant Secretary of the Corporation that executed the foregoing Agreement,
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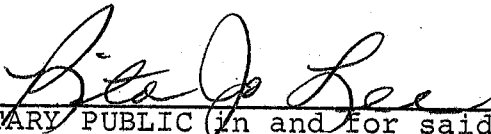


NOTARY PUBLIC in and for said
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My Commission Expires: My Commission Expires Feb. 26, 1983

Notary Seal

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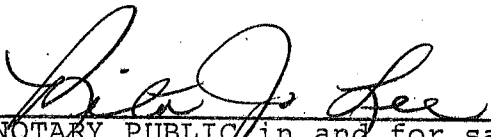
NOTARY PUBLIC in and for said
County and State

My Commission Expires: My Commission Expires Feb. 26, 1983

Notary Seal

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this 4th day of February, 1981, the following person: JOYCE JONES, personally appeared before me, RITA LEE, a Notary Public in and for PIMA County, ARIZONA, known to me to be the Assistant Secretary of the Corporation that executed the foregoing Agreement, and upon oath, did depose that she is the officer of said corporation as designated above, that she 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.



NOTARY PUBLIC in and for said
County and State

My Commission Expires: My Commission Expires Feb. 26, 1983

Notary Seal

SUBDIVIDER'S
CORPORATE CERTIFICATE

I, JOYCE JONES, certify that I am
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 who signed said Agreement on behalf of the Sub-
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Corporation; that said Agreement was duly signed for and in behalf
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Assistant Secretary

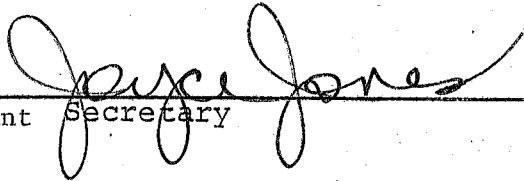
(CORPORATE SEAL)

STATE OF ARIZONA)
COUNTY OF PIMA) ss.

On this 4th day of February, 1981, the following person: IRA L. LONG, personally appeared before me, RITA LEE, a Notary Public in and for Pima County, Arizona, known to me to be the Senior Vice President 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

SUBDIVIDER'S
CORPORATE CERTIFICATE

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divider was then SENIOR VICE PRESIDENT of the said
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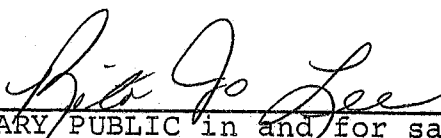

Assistant Secretary

(CORPORATE SEAL)

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this 4th day of February, 1981, the following
person: IRA L. LONG, personally appeared
before me, RITA LEE, a Notary Public in and for
Pima County, Arizona, known to me to be the
SENIOR VICE 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
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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.



NOTARY PUBLIC in and for said
County and State

My Commission Expires: My Commission Expires Feb. 26, 1983

Notary Seal

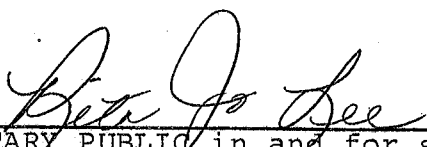
STATE OF ARIZONA)
COUNTY OF PIMA) ss.

On this 4th day of February, 1981, the following
person: JOYCE JONES, personally appeared

before me, RITA LEE, a Notary Public in

and for Pima County, Arizona, known to me to be the

Assistant Secretary of the Corporation that executed the foregoing Agreement, and upon oath, did depose that she is the officer of said corporation as designated above, that she 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.



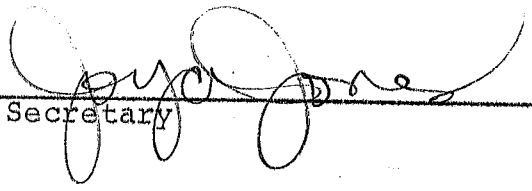
NOTARY PUBLIC in and for said
County and State

My Commission Expires: My Commission Expires Feb. 26, 1983

Notary Seal

SUBDIVIDER'S
CORPORATE CERTIFICATE

I, Joyce Jones, certify that I am
the Assistant Secretary of the Corporation named as
Subdivider in the Foregoing Agreement; that Ira L. Long
who signed said Agreement on behalf of the Sub-
divider was then Senior Vice 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.

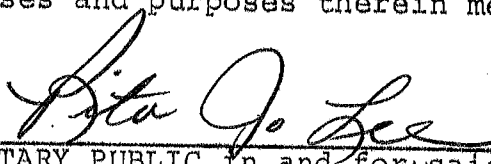

Assistant Secretary

(CORPORATE SEAL)

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this 4th day of February, 1981, the following
person: IRA L. LONG, personally appeared
before me, RITA LEE, a Notary Public in and for
PIMA County, Arizona, known to me to be the
Senior Vice President of the Corporation that executed the fore-
going Agreement, and upon oath, did depose that he is the officer
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NOTARY PUBLIC in and for said
County and State

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Notary Seal

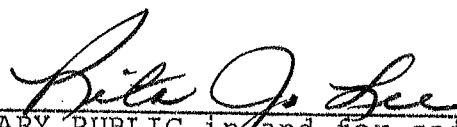
STATE OF ARIZONA)
COUNTY OF PIMA) ss.

On this 4th day of February, 1981, the following
person: JOYCE JONES, personally appeared

before me, RITA LEE, a Notary Public in

and for Pima County, Arizona known to me to be the

Assistant Secretary of the Corporation that executed the foregoing Agreement, and upon oath, did depose that she is the officer of said corporation as designated above, that she 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.



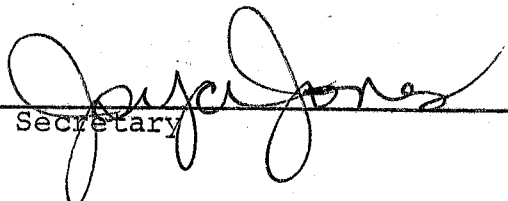
NOTARY PUBLIC in and for said
County and State

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Notary Seal

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CORPORATE CERTIFICATE

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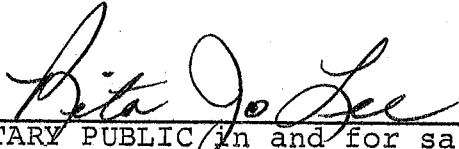

Assistant Secretary

(CORPORATE SEAL)

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this 4th day of February, 1981, the following
person: IRA L. LONG, personally appeared
before me, RITA LEE, a Notary Public in and for
Pima County, Arizona, known to me to be the
Senior Vice 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.



NOTARY PUBLIC in and for said
County and State

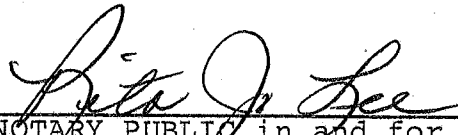
My Commission Expires: My Commission Expires Feb. 26, 1983

Notary Seal

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this 4th day of February, 1981, the following
person: JOYCE JONES, personally appeared
before me, RITA LEE, a Notary Public in
and for Pima County, Arizona, known to me to be the

Assistant Secretary of the Corporation that executed the foregoing Agreement,
and upon oath, did depose that she is the officer of said corporation
as designated above, that she is acquainted with the seal of the
Corporation, and that the seal affixed to the above Corporate
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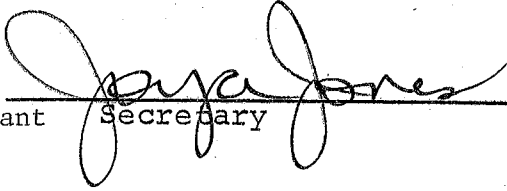
NOTARY PUBLIC in and for said
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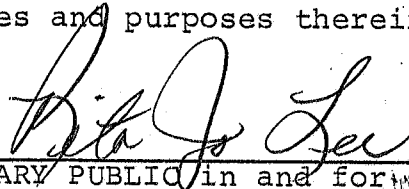

Assistant Secretary

(CORPORATE SEAL)

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

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Pima County, Arizona, known to me to be the
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going Agreement, and upon oath, did depose that he is the officer
of said corporation as designated above, that he is acquainted
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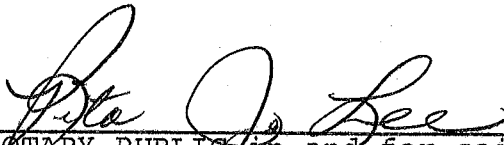
NOTARY PUBLIC in and for said
County and State

My Commission Expires: My Commission Expires Feb. 26, 1983

Notary Seal

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this 4th day of February, 1981, the following person: JOYCE JONES, personally appeared before me, RITA LEE, a Notary Public in and for Pima County, Arizona known to me to be the Assistant Secretary of the Corporation that executed the foregoing Agreement, and upon oath, did depose that she is the officer of said corporation as designated above, that she 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.



NOTARY PUBLIC in and for said
County and State

My Commission Expires: My Commission Expires Feb. 26, 1983

Notary Seal

SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this 4th day of Dec, 1980, by and between Beauty Built Homes, Inc., 3355 Spring Mtn. Road 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 August 14th, 1980, the said Commission conditionally approved a tentative map of the premises known as Westcliff Heights 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 September 3rd, 1980, the Board of City Commissioners of said City of Las Vegas approved the tentative map of Westcliff Heights, subject to certain conditions, and

(D) WHEREAS, at a regular meeting held on August 14th, 1980, the City Planning Commission of Las Vegas, Nevada, approved the final map for Westcliff Heights Unit No. 1, subject to the construction of certain improvements to be made by the "Subdivider" as required by Title XI, Chapter 2, of the Las Vegas Municipal Code.

(E) WHEREAS, at a regular meeting held on the 17th day of September, 1980, 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 Westcliff Heights Unit No. 1 and agrees to construct at his cost and expense, all improvements shown on plans submitted, and further agrees to install these improvements in strict accordance with the applicable Uniform Standard Specifications of Public Works Construction, Clark County Area in effect at the date of signing of this Agreement.

(G) The "Subdivider" agrees to notify the City Engineer of the date and the hour when work is expected to begin on any of the following items, notification to be not less than twenty-four (24) hours in advance of the time work is anticipated to start, and if thereafter conditions develop to delay the start of work, the "Subdivider" agrees to notify the City Engineer of the delay not less than two (2) hours before work is scheduled to begin.

- Laying of utility lines and storm drains;
- Backfilling of utility line trenches & storm drain trenches;
- Placing concrete for curb, gutter, sidewalk, valley gutter storm drain structures, manholes and street lighting foundations;
- Excavating for roadway;
- Placing of Type I gravel base course;
- Placing of Type II gravel base course;
- Priming base course;
- Placing asphalt concrete surfacing;
- Sealing pavements (fog seal or open grade surfacing);
- Installing street lighting

It is understood and agreed, should the "Subdivider" suspend work on any item longer than overnight (except during Saturdays and Sundays) a new notification shall be made to the City Engineer before work may begin anew on any items requiring inspection.

(H) It is further understood and agreed whenever the City Engineer, or his duly authorized representative, inspects portions of work as mentioned hereinbefore, and finds the work performed to be in a satisfactory condition for inclusion in the completed project, the City Engineer, or his duly authorized representative, shall issue a statement of inspection which shall permit the "Subdivider" to perform the next phase of the construction. Ordinarily not less than one continuous block of any one of the items of work mentioned will be approved. It is further agreed that inspection and approval of any item of work shall not forfeit the right of the City to require the correction of faulty workmanship or materials at any time during the course of the work although previously approved and notwithstanding construction has proceeded according to plans approved by the "City". Should subsurface conditions be discovered such as excess water, clay, salts, voids or other defects, which were not originally contemplated, the "City" may require the "Subdivider", at the "Subdivider's" expense, to alter its plans for future construction or to correct, change or reconstruct the area affected by said defects.

The "Subdivider" further agrees nothing herein shall relieve him of the responsibility for proper construction and maintenance of the work, materials and equipment required under the terms of this Agreement until all work has been completed by him and accepted by the City of Las Vegas.

(I) The "Subdivider" further agrees to provide for the adjustment necessary to all existing utilities because of the work required by this Agreement, without cost to the "City".

(J) The "Subdivider" further agrees to furnish to the City Engineer, upon completion of all the improvements within City right of way required hereby, a map which is accurately indicated by lettered dimensions; the location of all manholes, the location, size and depth of all sewer mains, laterals and wyes for the connection of house service lines, and size and depth.

(K) The "Subdivider" further agrees that all improvements shall be made in accordance with the general regulations, specifications, and ordinances of the said City of Las Vegas, and that approval of the final subdivision map shall not be made until all street plans and profiles, typical street sections, sewer plans and profiles, electric light layout and architectural arrangements of housing units, and all other such plans and specifications as may be required have been submitted to and approved by the various City Departments concerned.

(L) It is further agreed that the "City" shall have the right to require the correction by the "Subdivider" at any time before release of the bond required herein, of any item, or items, to be installed under this Agreement which do not conform to City Standards, Specifications or Ordinances, even though the plans for the item in question may have been approved by the City Engineer.

(M) The "Subdivider" further agrees that said improvements shall be started within Thirty days from the date of the signing of this Agreement and that said improvements shall be completed within Twelve months from the date the project is started.

(N) It is further agreed that in the event the "Subdivider" fails to complete said improvements within said period, the "City" may at its option, proceed to complete said improvements at the expense of the "Subdivider" or under his bond as hereinafter provided for.

(O) The said "Subdivider" further agrees that he will execute a surety and performance bond for the full cost of said improvements in favor of the "City", conditioned that said "Subdivider" will complete said improvements within said period and further conditioned that said bond shall be used for the payment of the completion of said improvements within the said twelve month period and that the "City" has exercised its option to complete said improvements and further provided that any application for the release of said bond upon the completion of the improvements by the "Subdivider" shall not be granted unless accompanied by a written certificate from the City Engineer, stating that all requirements hereof have been satisfactorily completed in accordance with the terms of this Agreement. Said "Subdivider" further agrees that said bond shall be first submitted to and approved by the City Attorney of the City of Las Vegas.

No certificates of occupancy will be granted to tract houses until such a time that the offsite improvements are completed in accordance with the Uniform Standard Drawings for Public Works Construction Clark County Area and Uniform Standard Specifications for Public Works Construction Clark County Area in effect at the signing of this Agreement, Title XI, Chapter 2 of the Las Vegas Municipal Code, the Subdivision Agreement, the Bond and to the satisfaction of the City Engineer.

(P) Upon the signing of this Agreement by the parties hereto, upon the execution of the Surety and Performance Bond as called for herein and its acceptance by the "City", and upon performance by the "Subdivider" and the City Departments concerned (as provided in Paragraph (H) above), the "City" will, by its proper authorities, accept said final map of the "Subdivider" and do any further or such other acts as may be necessary to approve said final map, as provided by Nevada Revised Statutes, Chapter 278, and Title XI, Chapter 2, of the Las Vegas Municipal Code.

(Q) The "Subdivider" further agrees that in addition to the above conditions, any and/or all stipulations and agreements made by it and the Board of City Commissioners and/or City Planning Commission of Las Vegas will be fully performed.

(R) The "Subdivider" shall protect and take care of all work until its completion and final acceptance by the City. During moving in, con-

struction and moving of 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 WESTCLIFF HEIGHTS UNIT NO: 1 and adjacent property has been cleared of all rubbish, surplus materials, and equipment resulting from the Contractor's operations, to the satisfaction of the City Engineer.

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

BY Don L. Song V.P.

BY _____

CITY OF LAS VEGAS, NEVADA,
a Municipal Corporation

cc BY William H. Briare
WILLIAM H. BRIARE, MAYOR

ATTEST:

Carol Ann Hawley

CAROL ANN HAWLEY, CITY CLERK

SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this 1th day of Dec, 1980, by and between Beauty Built Homes, Inc., 3355 Spring Mtn. Road 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 August 14th, 1980, the said Commission conditionally approved a tentative map of the premises known as Westcliff Heights 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 September 3rd, 1980, the Board of City Commissioners of said City of Las Vegas approved the tentative map of Westcliff Heights, subject to certain conditions, and

(D) WHEREAS, at a regular meeting held on August 14th, 1980, the City Planning Commission of Las Vegas, Nevada, approved the final map for Westcliff Heights Unit No. 1, subject to the construction of certain improvements to be made by the "Subdivider" as required by Title XI, Chapter 2, of the Las Vegas Municipal Code.

(E) WHEREAS, at a regular meeting held on the 17th day of September, 1980, 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 Westcliff Heights Unit No. 1 and agrees to construct at his cost and expense, all improvements shown on plans submitted, and further agrees to install these improvements in strict accordance with the applicable Uniform Standard Specifications of Public Works Construction, Clark County Area in effect at the date of signing of this Agreement.

(G) The "Subdivider" agrees to notify the City Engineer of the date and the hour when work is expected to begin on any of the following items, notification to be not less than twenty-four (24) hours in advance of the time work is anticipated to start, and if thereafter conditions develop to delay the start of work, the "Subdivider" agrees to notify the City Engineer of the delay not less than two (2) hours before work is scheduled to begin.

- Laying of utility lines and storm drains;
- Backfilling of utility line trenches & storm drain trenches;
- Placing concrete for curb, gutter, sidewalk, valley gutter storm drain structures, manholes and street lighting foundations;
- Excavating for roadway;
- Placing of Type I gravel base course;
- Placing of Type II gravel base course;
- Priming base course;
- Placing asphalt concrete surfacing;
- Sealing pavements (fog seal or open grade surfacing);
- Installing street lighting

It is understood and agreed, should the "Subdivider" suspend work on any item longer than overnight (except during Saturdays and Sundays) a new notification shall be made to the City Engineer before work may begin anew on any items requiring inspection.

(H) It is further understood and agreed whenever the City Engineer, or his duly authorized representative, inspects portions of work as mentioned hereinbefore, and finds the work performed to be in a satisfactory condition for inclusion in the completed project, the City Engineer, or his duly authorized representative, shall issue a statement of inspection which shall permit the "Subdivider" to perform the next phase of the construction. Ordinarily not less than one continuous block of any one of the items of work mentioned will be approved. It is further agreed that inspection and approval of any item of work shall not forfeit the right of the City to require the correction of faulty workmanship or materials at any time during the course of the work although previously approved and notwithstanding construction has proceeded according to plans approved by the "City". Should subsurface conditions be discovered such as excess water, clay, salts, voids or other defects, which were not originally contemplated, the "City" may require the "Subdivider", at the "Subdivider's" expense, to alter its plans for future construction or to correct, change or reconstruct the area affected by said defects.

The "Subdivider" further agrees nothing herein shall relieve him of the responsibility for proper construction and maintenance of the work, materials and equipment required under the terms of this Agreement until all work has been completed by him and accepted by the City of Las Vegas.

(I) The "Subdivider" further agrees to provide for the adjustment necessary to all existing utilities because of the work required by this Agreement, without cost to the "City".

(J) The "Subdivider" further agrees to furnish to the City Engineer, upon completion of all the improvements within City right of way required hereby, a map which is accurately indicated by lettered dimensions; the location of all manholes, the location, size and depth of all sewer mains, laterals and wyes for the connection of house service lines, and size and depth.

(K) The "Subdivider" further agrees that all improvements shall be made in accordance with the general regulations, specifications, and ordinances of the said City of Las Vegas, and that approval of the final subdivision map shall not be made until all street plans and profiles, typical street sections, sewer plans and profiles, electric light layout and architectural arrangements of housing units, and all other such plans and specifications as may be required have been submitted to and approved by the various City Departments concerned.

(L) It is further agreed that the "City" shall have the right to require the correction by the "Subdivider" at any time before release of the bond required herein, of any item, or items, to be installed under this Agreement which do not conform to City Standards, Specifications or Ordinances, even though the plans for the item in question may have been approved by the City Engineer.

(M) The "Subdivider" further agrees that said improvements shall be started within Thirty days from the date of the signing of this Agreement and that said improvements shall be completed within Twelve months from the date the project is started.

(N) It is further agreed that in the event the "Subdivider" fails to complete said improvements within said period, the "City" may at its option, proceed to complete said improvements at the expense of the "Subdivider" or under his bond as hereinafter provided for.

(O) The said "Subdivider" further agrees that he will execute a surety and performance bond for the full cost of said improvements in favor of the "City", conditioned that said "Subdivider" will complete said improvements within said period and further conditioned that said bond shall be used for the payment of the completion of said improvements within the said twelve month period and that the "City" has exercised its option to complete said improvements and further provided that any application for the release of said bond upon the completion of the improvements by the "Subdivider" shall not be granted unless accompanied by a written certificate from the City Engineer, stating that all requirements hereof have been satisfactorily completed in accordance with the terms of this Agreement. Said "Subdivider" further agrees that said bond shall be first submitted to and approved by the City Attorney of the City of Las Vegas.

No certificates of occupancy will be granted to tract houses until such a time that the offsite improvements are completed in accordance with the Uniform Standard Drawings for Public Works Construction Clark County Area and Uniform Standard Specifications for Public Works Construction Clark County Area in effect at the signing of this Agreement, Title XI, Chapter 2 of the Las Vegas Municipal Code, the Subdivision Agreement, the Bond and to the satisfaction of the City Engineer.

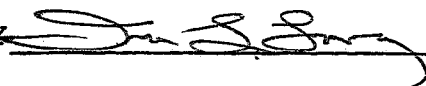
(P) Upon the signing of this Agreement by the parties hereto, upon the execution of the Surety and Performance Bond as called for herein and its acceptance by the "City", and upon performance by the "Subdivider" and the City Departments concerned (as provided in Paragraph (H) above), the "City" will, by its proper authorities, accept said final map of the "Subdivider" and do any further or such other acts as may be necessary to approve said final map, as provided by Nevada Revised Statutes, Chapter 278, and Title XI, Chapter 2, of the Las Vegas Municipal Code.

(Q) The "Subdivider" further agrees that in addition to the above conditions, any and/or all stipulations and agreements made by it and the Board of City Commissioners and/or City Planning Commission of Las Vegas will be fully performed.

(R) The "Subdivider" shall protect and take care of all work until its completion and final acceptance by the City. During moving in, con-

struction and moving off the "Subdivider" shall keep the site free and clean from dangerous accumulation of rubbish and debris, and shall maintain sufficient and proper barricades, lights, etc., for the protection of the public. Final acceptance of the work will not be made by the "City" until the area falling under the Agreement, known as WESTCLIFF HEIGHTS UNIT NO. 1 and adjacent property has been cleared of all rubbish, surplus materials, and equipment resulting from the Contractor's operations, to the satisfaction of the City Engineer.

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

BY  V.P.

BY _____

CITY OF LAS VEGAS, NEVADA,
a Municipal Corporation

(S) BY 
WILLIAM H. BRIARE, MAYOR

ATTEST:


CAROL ANN HAWLEY, CITY CLERK

SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this 1th day of Dec, 1980, by and between Beauty Built Homes, Inc., 3355 Spring Mtn. Road 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 August 14th, 1980, the said Commission conditionally approved a tentative map of the premises known as Westcliff Heights 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 September 3rd, 1980, the Board of City Commissioners of said City of Las Vegas approved the tentative map of Westcliff Heights, subject to certain conditions, and

(D) WHEREAS, at a regular meeting held on August 14th, 1980, the City Planning Commission of Las Vegas, Nevada, approved the final map for Westcliff Heights Unit No. 1, subject to the construction of certain improvements to be made by the "Subdivider" as required by Title XI, Chapter 2, of the Las Vegas Municipal Code.

(E) WHEREAS, at a regular meeting held on the 17th day of September, 1980, 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 Westcliff Heights Unit No. 1 and agrees to construct at his cost and expense, all improvements shown on plans submitted, and further agrees to install these improvements in strict accordance with the applicable Uniform Standard Specifications of Public Works Construction, Clark County Area in effect at the date of signing of this Agreement.

(G) The "Subdivider" agrees to notify the City Engineer of the date and the hour when work is expected to begin on any of the following items, notification to be not less than twenty-four (24) hours in advance of the time work is anticipated to start, and if thereafter conditions develop to delay the start of work, the "Subdivider" agrees to notify the City Engineer of the delay not less than two (2) hours before work is scheduled to begin.

- Laying of utility lines and storm drains;
- Backfilling of utility line trenches & storm drain trenches;
- Placing concrete for curb, gutter, sidewalk, valley gutter storm drain structures, manholes and street lighting foundations;
- Excavating for roadway;
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- Placing of Type II gravel base course;
- Priming base course;
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- Sealing pavements (fog seal or open grade surfacing);
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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.

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(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.

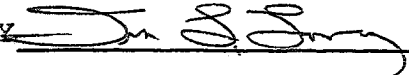
(P) Upon the signing of this Agreement by the parties hereto, upon the execution of the Surety and Performance Bond as called for herein and its acceptance by the "City", and upon performance by the "Subdivider" and the City Departments concerned (as provided in Paragraph (H) above), the "City" will, 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 of 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 WESTCLIFF HEIGHTS UNIT NO.- 1 and adjacent property has been cleared of all rubbish, surplus materials, and equipment resulting from the Contractor's operations, to the satisfaction of the City Engineer.

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

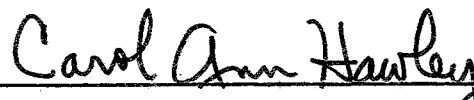
BY 

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 4th day of December, 19 80, by and between Beauty Built 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 Lomas & Nettleton Financial Corporation (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 Westcliff Heights Unit #1, including streets, water, sewer, sidewalks, electrical, & drainage, in accordance with that (Subdivision) (General Description of Improvements) certain Subdivision Agreement between the Subdivider and the City dated the 4th day of December, 19 80, 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 subdiv. der hereby represents th it has heretofore established with the Financial Institution a separate account, designated "Westcliff Heights Unit #1 Off-Site Improvement Account", (Subdivision)

and has deposited therein the sum of Four Hundred & Six Thousand, Six Hundred & Twenty Four Dollars Dollars (\$ 406,624.00) 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 therefor, 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 twenty-five per cent (25%) 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.

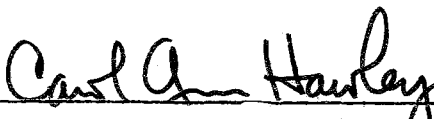
6. Upon final acceptance by the Board of Commissioners of the City of all of the off-site improvements called for in said Subdivision Agreement, this Agreement shall become null and void and of no further force or effect, and all funds remaining in said account shall belong to the Subdivider.

7. 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 representatives, successors and assigns.

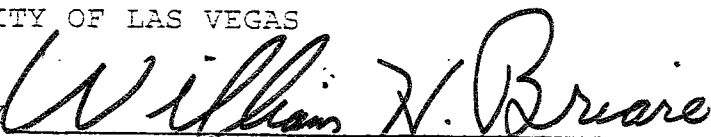
IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed by their duly authorized representatives, this Agreement in triplicate the day and year first above written.

BY  V.P.
SUBDIVIDER

ATTEST:

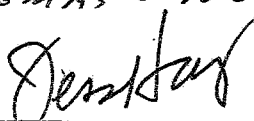

CAROL ANN HAWLEY, CITY CLERK

CITY OF LAS VEGAS

BY 
WILLIAM H. BRIARE, MAYOR

ATTEST:


SECRETARY

Lomas & Welfleton Financial Corp.
BY 
PRESIDENT - FINANCIAL INSTITUTION
CHAIRMAN & Chief Executive Officer