

March 19, 1979

Letter dated March 6, 1979 addressed to Mr. Carlos L. Deal, Pres.; M. L. Enterprises; 8641 W. Oakey Blvd. has been re-routed upon being returned to this office as "undeliverable as addressed" to 7025 W. Charleston Blvd., Las Vegas, Nev. 89102, this date.

Dottie Hyman

Z-137-77
Continued

At this time I will move that this application be denied, and we follow the recommendation of the Planning Commission.

Mayor Briare: Comments on the motion? (No response). Cast your votes. Motion is approved the application is denied.

Motion carried by the following vote:
Commissioners Woofter, Lurie, Leavitt,
and Mayor Briare voting aye; Commissioner
Christensen voting no.

(Commission Meeting recessed at 10:45 A.M.)

(Commission Meeting reconvened at 10:55 A.M.)

ZONE CHANGE
Z-138-77
DEBORAH EPKES
Denied

Mayor Briare: The next item is Z-138-77.

Mr. Saylor: This property is located on Arville, at the intersection of Del Monte, and Charleston to the North. All the property in this general area is R-1, and R-3. The Woolco Shopping Center is to the North. We did allow commercial and a P-R on this corner across from the commercial development, however, when you get South of Mountain View it is all residential. The request is to change this to P-R. The Planning Commission has found that it would not be in keeping with the established development pattern in the area. They have recommended denial of the application. There were four protests opposing this by the property owners in this area. They were opposing the office classification indicating they wanted to keep it commercial.

Mayor Briare: Is the applicant present? Do you wish to add anything to your proposal? (Negative reply). Is there anyone to protest this application? (No response).

Commissioner Lurie: Move we follow the recommendation of the Planning Commission.

Mayor Briare: Comments? (No response). Motion is approved, the application is denied.

Motion carried by the following vote:
Commissioners Woofter, Lurie, Christensen,
and Mayor Briare voting aye; noes none.
Commissioner Leavitt temporarily absent.

ZONE CHANGE
Z-139-77
DAVID P.
BOYER
Approved as
Recommended
by
Planning
Commission

Mr. Saylor: This is a proposed continuation of the Lewis Homes Development, South of Oakey, West from Jones. This has already been developed for R-1 purposes. You will remember that we had a substantial protest factor in the R-E property owners. Part of the protests were the drainage problem. This is a continuation of that subdivision. This still would remain some three hundred feet between this, and Jones. The corner has been zoned commercial. The Planning Commission has recommended approval. There were 3 protests.

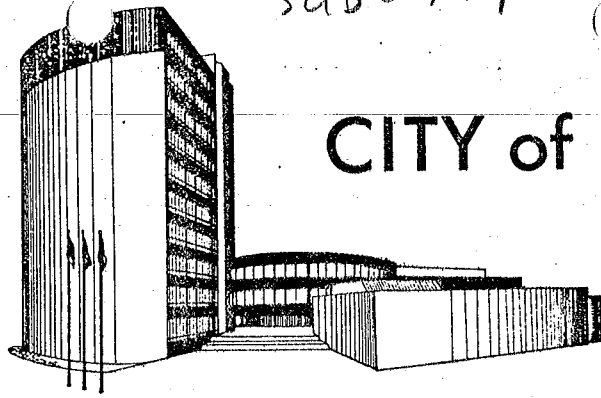
54B-779

MAYOR BILL BRIARE

COMMISSIONERS
PAUL J. CHRISTENSEN
RON LURIE
AL LEVY
ROY WOOFER

CITY ATTORNEY
RICHARD C. MAURER

CITY MANAGER
RUSSELL DORN



CITY of LAS VEGAS

March 6, 1979

Mr. Carlos L. Deal, President
M. L. Enterprises, Inc.
8641 West Oakey Boulevard
Las Vegas, Nevada 89102

Re: WILDWOOD NORTH
RELEASE OF SUBDIVISION CASH DEPOSIT AGREEMENT

The Board of City Commissioners, at a regular meeting held February 7, 1979, APPROVED the recommendation of the Department of Public Services that all off-site improvements for the above-referenced subdivision be accepted as having been completed in accordance with agreements and City standards.

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

EDWINA M. COLE, CMC
CITY CLERK

EMC:dh

Enc.

cc: Western Pacific Financial Corporation
Dept. of Financial Management
Dept. of Public Services
Dept. of Community Planning & Development

AGENDA

City of Las Vegas

BOARD OF CITY COMMISSIONERS
COMMISSION CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Feb. 7, 1979
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ITEM	Commission Action	Department
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IV (g). DEPARTMENT OF PUBLIC SERVICES

WILLIAM J. PURVIS, P.E., DIRECTOR

*CONSENT AGENDA

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

*A. RELEASE OF SUBDIVISION BONDS

All offsite improvements on the following subdivisions have been completed in accordance with agreements and city standards. All work has been inspected by the Public Works, Fire, Electrical, and Sanitation Departments. It is recommended that the improvements be accepted for these subdivisions.

1. Rancho Bonito Estates Unit No. 1. (Durable Developers, Inc., Brian K. Wright, Vice President - Southwest corner of Rancho Rd. & Oakey Blvd.)
2. Wildwood North. (M. L. Enterprises, Inc., Carlos L. Deal, President - Southwest corner of Miramar Dr. & Santa Catalina Ave.)
3. Mercedes Circle. (A. J. Edwards, an Individual - South side of Ellis, West of Desert Lane.

Items 1, 2 and 3
Approved
as recommended
Lurie - unanimous

Director
authorized
to proceed

APPROVED AGENDA ITEM

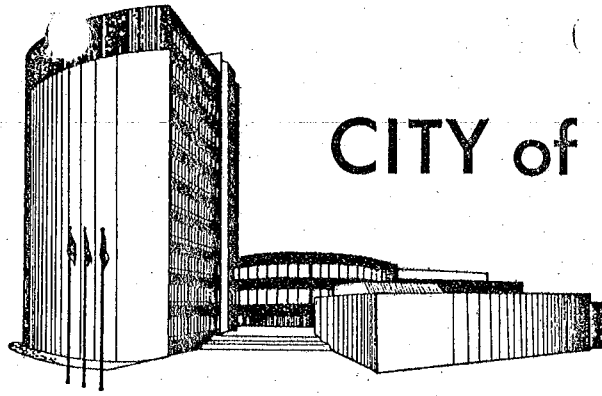


MAYOR BILL BRIARE

COMMISSIONERS
PAUL J. CHRISTENSEN
RON LURIE
MYRON E. LEAVITT
ROY WOOFER

CITY ATTORNEY
MIKE SLOAN

CITY MANAGER
RUSSELL DORN



CITY of LAS VEGAS

January 20, 1978

M. L. Enterprises
8641 W. Oakey Blvd.
Las Vegas, Nevada 89102

Re: WILDWOOD NORTH
SUBDIVISION AGREEMENTS &
CASH DEPOSIT AGREEMENTS

The Board of City Commissioners, at a regular meeting held December 21, 1977, APPROVED the final map of Wildwood North.

We have received from Western Pacific Financial Corporation a Cash Deposit Agreement in the amount of \$172,340.00. 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 Western Pacific Financial Corporation.

EDWINA M. COLE, CMC
CITY CLERK

EMC:mpk

cc: Western Pacific Financial Corporation
Dept. of Financial Management w/copy of
Subdivision Agreement & Cash Deposit Agreement
Dept. of Public Services w/copy of
Subdivision Agreement
Dept. of Community Planning & Development w/copy of
Subdivision Agreement

INTER-OFFICE MEMORANDUM

January 17, 1978

TO:

CITY CLERK

FROM:

FIELD OPERATIONS ENGINEER

SUBJECT:

Subdivision Agreements and
Cash Deposit Agreements for
Wildwood North Subdivision

COPIES TO:

Subdivisions Engineer

Attached are the original and four (4) copies of the Subdivision Agreement
covering improvements to be installed under the Subdivision Ordinance for
Wildwood North

M.L. Enterprises, 8641 W. Oakey Blvd., Las Vegas, Nev. 89102

Name

Address

Also attached is a Cash Deposit Agreement in the amount of \$ 172,340.00
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.

ROBERT D. WEBER, P.E.

RDW/AKV/lm

Enclosures

Subdivision Agreements signed by Carlos L. Deal, President
Cash Deposit Agreements with Western Pacific Financial Corp.
Final Map

INTER-OFFICE MEMORANDUM

January 17, 1978

TO: CITY CLERK	FROM: FIELD OPERATIONS ENGINEER
SUBJECT: Subdivision Agreements and Cash Deposit Agreements for Wildwood North Subdivision	COPIES TO: Subdivisions Engineer <i>1/20/78</i> <i>gmc</i>

Attached are the original and four (4) copies of the Subdivision Agreement covering improvements to be installed under the Subdivision Ordinance for Wildwood North

M.L. Enterprises, 8641 W. Oakley Blvd., Las Vegas, Nev. 89102 by
Name Address

Also attached is a Cash Deposit Agreement in the amount of \$ 172,340.00 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.


ROBERT D. WEBER, P.E.

RDW/AKV/lm

Enclosures

Subdivision Agreements signed by Carlos L. Deal, President
Cash Deposit Agreements with Western Pacific Financial Corp.
Final Map

CORPORATE CERTIFICATE

I, MARY HALE, certify that I am the
ASSISTANT SECRETARY of the Corporation named as Subdivider
in the Foregoing Agreement; that CARLOS L. DEAL who
signed said Agreement on behalf of the Subdivider was then PRESIDENT
of the said Corporation; that said Agreement was duly signed for and in behalf of
said Corporation by authority of its governing body and is within the scope of its
corporate powers.

ASST.

Mary Hale
Secretary

(CORPORATE SEAL)

STATE OF NEVADA }

COUNTY OF _ }

On this 13 day of DECEMBER, 1977, personally appeared _____
before me, _____, a Notary Public in and for _____
CLARK County, Nevada, CARLOS L. DEAL and MARY HALE,
known to me to be the PRESIDENT and ASST. SECRETARY 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.

Lora M. Pitts
Notary Public in and for said County
and State



Notary Public - State of Nevada
CLARK COUNTY
Lora M. Pitts
My Commission Expires June 27, 1979

My Commission Expires: _____

(NOTARY SEAL)

CORPORATE CERTIFICATE

I, MARY HALE, certify that I am the
ASSISTANT SECRETARY of the Corporation named as Subdivider
in the Foregoing Agreement; that CARLOS L. DEAL who
signed said Agreement on behalf of the Subdivider was then PRESIDENT
of the said Corporation; that said Agreement was duly signed for and in behalf of
said Corporation by authority of its governing body and is within the scope of its
corporate powers.

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(CORPORATE SEAL)

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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 - State of Nevada
CLARK COUNTY

Lora M. Pitts

My Commission Expires June 27, 1979

Lora M. Pitts
Notary Public in and for said County
and State

My Commission Expires: _____

(NOTARY SEAL)

AGENDA

City of Las Vegas

December 21, 1977

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BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 385-5011

CITY COMMISSION - REGULAR MEETING - MINUTES - DEC 21, 1977

Commission Action

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II. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT CONTINUED

M. TENTATIVE MAP - WILDWOOD NORTH

Property generally located at the southwest corner of Mirimar Drive and Catalina Avenue, R-1 zone.

Owner/Subdivider: M. L. Enterprises
No. of Acres: 9.6+ No. of Lots: 44

Planning Commission unanimously recommends
APPROVAL subject to the following conditions:

1. Approval of the tentative map shall be for no more than twelve (12) months. If a final map is not recorded on all or a portion of the area embraced by the tentative map within twelve months of approval of the tentative map, a new tentative map must be filed. If a final map is recorded within twelve months of the approval of the tentative map for only a portion of the area embraced by the tentative map, the Planning Commission may require that a new tentative map be filed and approved prior to any further final maps being approved.
2. Street names to be provided in accord with the City's Street Name Policy.
3. Subject to all conditions of City departments and State Subdivision Statutes.

N. FINAL MAP - WILDWOOD NORTH

Property generally located at the southwest corner of Mirimar Drive and Catalina Avenue, R-1 zone.

Owner/Subdivider: M.L. Enterprises
No. of Acres: 9.6+ No. of Lots: 44

Planning Commission unanimously recommends
APPROVAL subject to the following conditions:

1. Approval of the Tentative Map.
2. Conformance to the conditions of approval on the Tentative Map.
3. Street names shall be provided in accord with the City's Street Name Policy.

Items M and N
Approved as
recommended by
Planning
Commission
Lurie - unanimous

Clerk to notify

Director
authorized
to proceed

AGENDA

City of Las Vegas

December 21, 1977

Page 13

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

CITY COMMISSION - REGULAR MEETING - MINUTES - DEC 21, 1977

Commission Action

Department Action

II COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT CONTINUED

Page 39

Item "N" continued . . .

4. Subject to code requirements and design standards of all City departments.

5. Meet the requirements of State Subdivision Statutes.

O. REQUEST FOR REHEARING - Z-86-77

Determination by the Commission whether or not to conduct a rehearing on the zoning request of ROBERT F. ROBBINS for property generally located on the west side of North 27th Street between Searles Avenue and Demetrius Avenue extending west from 27th Street approximately 400 feet.

From: R-1 To: R-3
Proposed Use: 80-unit apartment complex

Application denied by the City Commission on 9-21-77.

PROTESTS: Approx. 200

P. ANNEXATION A-6-77 - D.A.P., INC. (Addendum No. 2 Item) Tabled at 12/14/77 Meeting

Property located at the Southeast corner of Decatur Blvd. and Pennwood Ave., containing approximately 4.7 acres

See Page 12

See Page 12

Denied
Leavitt -

Staff
to proceed

Commissioner
Christensen
Abstained

Clerk to notify

Approved
Leavitt

Staff
authorized
to proceed

Commissioner
Lurie voted "no"

A G R E E M E N T

THIS AGREEMENT, made and entered into this 8 day of
December, 19 77, by and between M.L. Enterprises, Incorporated
(hereinafter referred to as the "Subdivider"), the CITY OF LAS VEGAS,
Clark County, Nevada, a municipal corporation (hereinafter referred to
as the "City"), and Western Pacific Financial Corporation
(hereinafter referred to as the "Financial Institution");

W I T N E S S E T H:

WHEREAS, the Subdivider has agreed to do and perform certain
work, consisting of the construction of off-site improvements in
Wildwood North, including _____
(Subdivision)
Underground sewer, water, and street, in accordance with that
(General Description of Improvements)
certain Subdivision Agreement between the Subdivider and the City dated
the 8 day of December, 19 77 a copy of which said Sub-
division Agreement is attached hereto, marked Exhibit "A", and by refer-
ence 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 "Wildwood North Off-Site Improvement (Subdivision)

Account", and has deposited therein the sum of ~~One hundred seventy-two thousand~~ three hundred forty-one Dollars (\$ 172,340.00) 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.

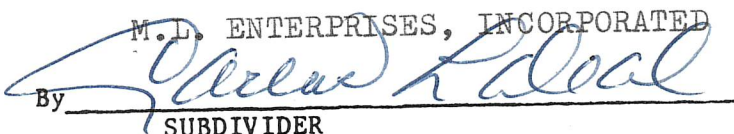
4. In the event said off-site improvements are not completed to the satisfaction of the City within the time prescribed in said Subdivision Agreement and the City desires to exercise its option to complete said improvements, the City shall serve upon the Subdivider and upon the Financial Institution 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.

M.L. ENTERPRISES, INCORPORATED
By 
SUBDIVIDER

ATTEST:

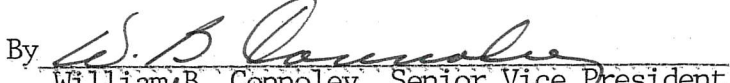
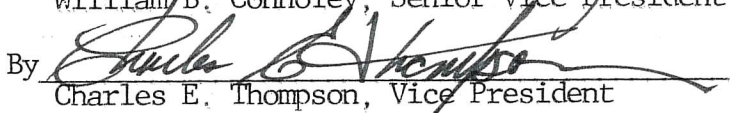
CITY OF LAS VEGAS


City Clerk PD

By 
Mayor PD
CITY

ATTEST:

WESTERN PACIFIC FINANCIAL CORPORATION

By 
William B. Connoley, Senior Vice President
By 
Charles E. Thompson, Vice President

By _____
Secretary President
FINANCIAL INSTITUTION

SUBDIVISION AGREEMENT

8th 620

(A) THIS AGREEMENT made and entered into this 13th day of December, 19 77, by and between M. L. Enterprises
8641 W. Oakey Blvd.
Las Vegas, Nev. 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 December 8, 19 77, the said Commission
conditionally approved a tentative map of the premises known as Wildwood North
located in Las Vegas, Nevada and recommended its
approval by the Board of City Commissioners of Las Vegas, Clark County, Nevada; and

(C) WHEREAS, at a regular meeting held on December 21, 19 77,
the Board of City Commissioners of said City of Las Vegas approved the tentative map
of Wildwood North, subject to certain conditions; and

(D) WHEREAS, at a regular meeting held on December 8, 19 77,
the City Planning Commission of Las Vegas, Nevada, approved the final map for
Wildwood North, subject to the construction of certain improve-
ments 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 to be held on the 21st day of _____
December, 19 77, the Board of City Commissioners of the said "City" will be asked
to approve 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 con-
sideration of the mutual promises herein contained and for other good and valuable
considerations, do hereby agree as follows:

The said "Subdivider" has submitted plans 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 for 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 and 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 30 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, 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 Wildwood

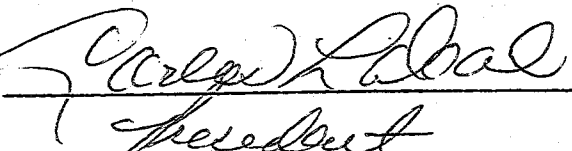
North

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.

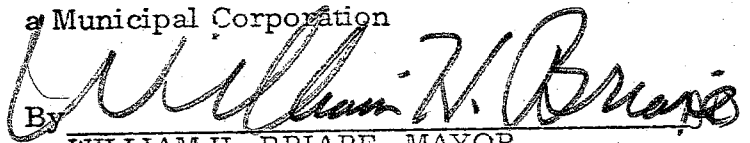
IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

M. L. Enterprises, Inc.
a Nevada Corporation

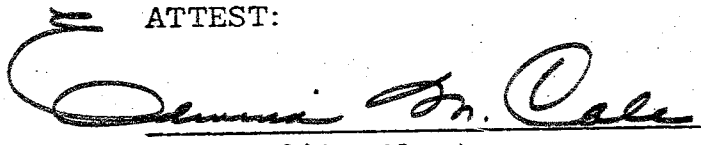
By 
(Title)

By _____
(Title)

CITY OF LAS VEGAS, NEVADA,
a Municipal Corporation

By 
WILLIAM H. BRIARE, MAYOR

ATTEST:

 RD
City Clerk

SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this ^{8th CDD} ~~13th~~ day of December, 19 77, by and between M. L. Enterprises
8641 W. Oakey Blvd.
Las Vegas, Nev. 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 December 8, 19 77, the said Commission
conditionally approved a tentative map of the premises known as Wildwood North
located in Las Vegas, Nevada and recommended its
approval by the Board of City Commissioners of Las Vegas, Clark County, Nevada; and

(C) WHEREAS, at a regular meeting held on December 21, 19 77,
the Board of City Commissioners of said City of Las Vegas approved the tentative map
of Wildwood North, subject to certain conditions; and

(D) WHEREAS, at a regular meeting held on December 8, 19 77,
the City Planning Commission of Las Vegas, Nevada, approved the final map for
Wildwood North, subject to the construction of certain improve-
ments 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 to be held on the 21st day of _____
December, 19 77, the Board of City Commissioners of the said "City" will be asked
to approve 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 con-
sideration of the mutual promises herein contained and for other good and valuable
considerations, do hereby agree as follows:

The said "Subdivider" has submitted plans 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 for 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 and 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 30 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, 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 Wildwood

North

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.

M. L. Enterprises, Inc.
a Nevada Corporation

By Charles L. Wood
President
(Title)

By _____

(Title)

CITY OF LAS VEGAS, NEVADA,
a Municipal Corporation

By William H. Briare
WILLIAM H. BRIARE, MAYOR

ATTEST:

Edmund H. Cole pp
City Clerk