Together with all water rights appurtenant to said land and acquired pursuant to application for permit to appropriate the public waters of the State of Nevada, serial No. 8173.

BE IT FURTHER RESOLVED, that until specific dedication to public uses of said land be made the same be held as and deemed general property of the City of Las Vegas.

Vote on the foregoing resolution was as follows: Commissioners Smith, Mundy and German, and his Honor, the Mayor Hesse, aye. Noes, none.

Thereupon it was by the Board ordered, upon motion duly made, seconded and carried that the City Attorney be authorized to purchase a set of Law Books known as, McQuillan's Municipal Corporations.

Upon motion duly made, seconded and carried, it was by the Board ordered that W. C. German, Water, Sewer and Light Commissioner, of the City of Las Vegas, be, and he hereby is, authorized to negotiate a new contract for the City lights with the Consolidated Power and Telephone Company of the City of Las Vegas.

No further business appearing it was ordered, upon motion duly made, seconded and carried that this meeting adjourn to the 21st day of April, 1928, to the hour of 3:00 o'clock, P. M.

ATTEST: Wm L. Scott
CLERK

APPROVED J. F. Hesse
MAYOR.

OFFICE OF THE CITY CLERK OF THE CITY OF LAS VEGAS,
CLARK COUNTY, NEVADA. April 21, 1928.

At a regular adjourned meeting of the Board of City Commissioners of the City of Las Vegas, Clark County, Nevada, held on the 21st day of April, 1928, at the hour of 3:00 O'clock P. M. Present: His Honor the Mayor, J. F. Hesse; Commissioners O. J. Smith, W. B. Mundy,

wld. W. C. German, together with the City Attorney and Clerk Absent: Commissioner Roy Neagle. ~~and City~~

Meeting called to order by the Mayor.

A draft of proposed agreement between Las Vegas Land and Water Company, a Corporation, first party, and Frank N. Riley, second party, regarding construction of a Tourist Hotel, was presented to the Board, and on motion duly made, seconded and carried it was ordered filed as of this date and endorsement of such filing placed thereon by the City Clerk.

Thereupon on motion of Commissioner Smith, seconded by Commissioner Mundy, the following Resolution was duly adopted:"WHEREAS, the City of Las Vegas did heretofore by deed bearing date the 26th day of March A.D., 1927, re-convey to Las Vegas Land & Water Company all the right, title and interest of said City of Las Vegas in and to those certain premises, commonly known as the "Public Park", and more particularly described as:

> The following described land, situate in the City of Las Vegas, County of Clark, State of Nevada, to-wit: Commencing at a point 80 ft.N. 28° 13' E from the N.E. corner of Block 33, at its intersection with Stewart and Fifth Streets, as shown on map of Clark's Las Vegas Townsite, and running thence N. 61° 47' W. 1060 ft.; thence N. 28° 13' E. 960 ft.; thence N. 54° 47' E. 447.2ft.; thence S. 61° 47' E. 860 ft.; thence S. 28° 13' W. 1360 ft. to the place of beginning, excepting and excluding therefrom .667 acres in conflict with Buck's Addition, and comprising a net area
>
> wld of 31.610 acres, exclusive of said conflict,

and which said re-conveyance was made under and pursuant to a Resolution duly adopted by the Board of City Commissioners of said City of Las Vegas at an adjourned regular meeting of said Board, held at Las Vegas, Nevada on the 16th day of February, 1927, and

WHEREAS, said reconveyance was authorized to facilitate and make possible the construction and operation of a tourist hotel under and by virtue of a written agreement bearing date

wld the 9th day of February, 1927, made between said Las Vegas Land & Water Company, as party of-the first part therein, and A. L. Richmond, as party of the second part therein, and,

WHEREAS, the said agreement between said Las Vegas Land & Water Company and said A.L. Richmond has heretofore become null and void and of no further force or effect by reason of the failure of the said A. L. Richmond to perform the terms and conditions of said last mentioned agreement, and

WHEREAS, it appears to this Board that said Las Vegas Land & Water Company is about to enter into an agreement with one Frank N. Riley (hereinafter called the "proposed agreement") to convey to said Frank N. Riley the said "Public Park" and other lands upon the the condition that the said Frank N. Riley shall construct, fully complete and have in actual operation a first class modern tourist hotel containing not less than one hundred fifty rooms and to cost and be reasonably worth not less that Four Hundred Fifty Thousand Dollars, together with suitable adjuncts, upon a site located within three miles from the Courthouse in the City of Las Vegas within one year from the date of the deposit of a deed of conveyance of said "Public Park" and said other lands in the First State Bank of Las Vegas, Nevada,Inc., at Las Vegas, Nevada, all as is more fully set forth in said proposed agreement, a draft of which has been presented to this Board and is on file with said City, and

WHEREAS, under the terms of that certain written agreement, bearing date the 16th day of February, 1927, made between the said Las Vegas Land & Water Company, as party of the first part, and said City of Las Vegas, as party of the second part, pursuant to a Resolution duly adopted by the Board of City Commissioners of said City of Las Vegas at said adjourned regular meeting of February 16, 1927,(which said agreement was amended by and agreement between the same parties in writing bearing date the 10th day of May, 1927, and further amended by an agreement in writing between the same parties bearing date the 18th day of August, 1927, said amendments extending the time of the performance by said A. L. Richmond of his said contract with said Las Vegas Land & Water Company) the said City of Las Vegas is entitled, upon its request, to have said "Public Park" re-conveyed to it by said Las Vegas Land & Water Company in trust for park purposes, and,

WHEREAS, it appears to this Board and is so found and determined by this Board that the construction and operation of said hotel and adjuncts under said proposed agreement will be advantageous to said City and its citizens, and that the conveyance by said Las Vegas Land& Water Company of said "Public Park" and said other lands is necessary in order to facilitate and make possible the consumation of said proposed agreement and the construction and operation of said hotel and adjucts,

NOW THEREFORE, BE IT RESOLVED that said City of Las Vegas, acting by and through its Mayor and City Clerk, under the hand of said Mayor, attested by said City Clerk under the seal of said City, enter into an agreement with said Las Vegas Land & Water Company in the words and figures following:

"THIS AGREEMENT, made and entered into in duplicate this _____ day of _____________, 1928, by and between LAS VEGAS LAND & WATER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Nevada, with its principal office and place of business at the City of Las Vegas, said State, the party of the first part, and the City of Las Vegas, a municipal corporation of the State of Nevada, the party of the second part, WITNESSETH:

WHEREAS, a certain written agreement was made and entered into between the parties hereto , bearing date the 16th day of February, 1927, and which said agreement was subsequently amended by agreements in writing between the parties hereto of dates the 10th day of May, 1927 and the 18th day of August, 1927, respectively, and

WHEREAS, the said agreement of date the 9th day of February, 1927, between Las Vegas Land & Water Company, as first party, and A. L. Richmond, as second party, mentioned in said original and amended agreements hereinabove referred to, has terminated and become void and of no further force or effect, and

WHEREAS, the said City of Las Vegas is entitled, upon its request, to a re-conveyance fromthe said Las Vegas Land & Water company of the "Public Park" as mentioned in said agreement and amendments between the parties hereto, in trust for public park purposes,and

WHEREAS, THE PARTY OF THE FIRST PART HEREIN IS ABOUT TO ENTER into an agreement with one Frank N. Riley, of Los Angeles, California, to convey to said to said Frank N. Riley the said "Public Park" and other lands upon the condition that said Frank N. Riley shall construct, fully complete and have in actual operation a first class modern tourist hotel containing not less that one hundred fifty rooms and to cost and be reasonably worth not less than $450,000, together with suitable adjuncts upon a site located within three miles from the court house in the City of Las Vegas, within one year from the deposit of a deed of conveyance of said "Public Park" and said other lands in the First State Bank of Las Vegas, Nevada, Inc., at Las Vegas, Nevada, all as is more fully set forth in said proposed agreement (which is hereinafter called the "proposed agreement"), a draft of which has been presented to the Board of Commissioners of the City of Las Vegas and is on file with said City, and which said proposed agreement is incorporatedherein by reference, and

WHEREAS, it is desired by the parties hereto to provide for the recission of the said agreement of date February 16, 1927, and said amendments thereto of dateMay 10, 1927, and Aug. 18, 1927, and to substitute in lieu thereof the present agreement, predicated upon the basis of said proposed agreement between the said Las Vegas Land & Water Company and said Frank N. Riley, and

WHEREAS, the Board of City Commissioners of the City of Las Vegas at an adjourned regular meeting thereof, held on the 21st day of April, 1928, has by resolution duly adopted by said Board, authorized the execution of this agreement on behalf of the City of Las Vegas, a copy of which said Resolution is attached hereto, marked Exhibit "A" and made a part thereof,

wls

NOW THEREFORE, in consideration of the premises, and under and by virtue of the terms of said Resolution "Exhibit A" it is hereby mutually agreed between the parties hereto, as follows, to-wit:

1. That if the said proposed agreement between the said Las Vegas Land & Water Company, in the form presented to the Board of City Commissioners of said City and now on file with said City of Las Vegas shall be duly executed by the parties thereto and a signed copy thereof filed with the Board of Commissioners of the City of Las Vegas within thirty days from the date thereof, then and in that event the said agreement of February 16, 1927, and the said amendments thereto of date May 10, 1927, and Aug. 18, 1927, shall ipso facto become rescinded and of no further force and effect, and the following terms of this agreement shall at once become operative, to-wit:

wH

(a) If the said Las Vegas Land & Water Company shall within thirty days after the date of said proposed agreement, when executed, between it and said Frank N. Riley, which shall be the date of the execution thereof, furnish the said Frank N. Riley an abstract of title provided for therein and the said Frank N. Riley shall reject the title shown thereby or fails to accept said title within the time therein provided for the acceptance or rejection thereof, then and in that event the said party of the first part herein shall, upon the request of the City of Las Vegas, acting by and through its Board of City Commissioners, re-convey said "Public Park" and the whole thereof to said City of Las Vegas, in trust for public park purposes.

(b) If the said Las Vegas Land & Water Company shall furnish said abstract of title, and the title is accepted by the said Frank N. Riley within the time provided for in said proposed agreement and shall deposit in escrow the said bond or cash or bonds of the United States of America a provided for in paragraph numbered "1" on page 2 of said proposed agreement and under the conditions therein contained, but shall not have commenced, within ninety days after said Las Vegas Land & Water Company shall have deposited in escrow with said Bank the deed provided for in said proposed agreement, the construction of the hotel as provided for in said proposed agreement, or shall not within one year from the deposit of said deed have fully completed and have in actual operation said hotel as provided for in said proposed agreement, and the said Las Vegas Land & Water Company shall have deposited in escrow with said Bank within the time provided for in said proposed agreement the said deed provided for in said proposed agreement, the said Las Vegas Land & Water Company shall upon the request of the City of Las Vegas, acting by and through its Board of City Commissioners, re-convey said "Public Park" and the whole thereof to said City of Las Vegas , in trust for public park purposes.

(c) The said Las Vegas Land & Water Company shall deposit in escrow with said Bank within thirty days after said bond or cash or United States bonds shall have been deposited in said escrow by the said Frank N. Riley, the deed and escrow instruct-iohs, all as provided for in said proposed agreement.

(d) That if the said bond or cash or United States bonds are deposited in said Bank in escrow as provided for in said proposed agreement, and in the event of the breach of the conditions of said proposed contract, as executed, giving rise to a cause of action on said hond or the recovery of said cash or United States Bonds, or any part thereof, in favor of said Las Vegas Land & Water Company, then and in that event one-sixth of the net amount recovered in any suit upon said bond or any amount equal to one-sixth of said cash or United States Bonds, or any part thereof, or of damages in lieu thereo, shall upon its recovery by the said Las Vegas Land & Water Company, be paid by it to the City of Las Vegas.

IN WITNESS WHEREOF, the said party of the first part acting through its ______________ and ______________, thereunto duly authorized, and said party of the second part acting by and through it Mayor and City Clerk, thereunto duly authorized, have hereunto set their respective corporate names and seals the day and year first above written. wls.

LAS VEGAS LAND & WATER COMPANY
BY..............................
ITS.............................

Attest:..........................
Its Secretary.

CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA.
BY..............................
Its Mayor.

ATTEST:..........................
City Clerk.

BE IT FURTHER RESOLVED THAT THE FOREGOING Agreement be executed, if at all, within thirty days from the 20th of April, 1928.

The vote on the resolution was as follows: Commissioners, Smith, Lundy, German, and his honor, the Mayor Hesse, aye. Noes, none.

No further business appearing it was ordered, upon motion duly made, seconded and carried that this meeting adjourn ~~to the~~ ed

ATTEST: Wm L. Scott
CLERK.

APPROVED J. F. Hesse
MAYOR.