

**CLARK COUNTY BOARD OF COMMISSIONERS**  
**ZONING / SUBDIVISIONS / LAND USE**  
**AGENDA ITEM**

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**Petitioner:** Sami Real, Director, Department of Comprehensive Planning

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**Recommendation:** ORD-25-900950: Conduct a public hearing on an ordinance to consider adoption of a Development Agreement with Chetak Development for an expansion of an existing shopping center on 4.17 acres, generally located north of Cactus Avenue and east of Valley View Boulevard within Enterprise. JJ/ji (For possible action)

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**FISCAL IMPACT:**

None by this action.

**BACKGROUND:**

The Board of County Commissioners (Board) approved a land use application WS-25-0327 for an expansion of an existing shopping center on 4.17 acres, generally located north of Cactus and east of Valley View Boulevard within Enterprise. Conditions of approval included the developer and/or owner entering into a Development Agreement prior to any permits being issued in order to provide their fair-share contribution towards public infrastructure necessary to provide service in the southwest portion of the Las Vegas Valley.

In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes, a Development Agreement must be approved by ordinance.

Staff recommends the Board conduct a public hearing.

**Cleared For Agenda**  
01/21/26

BILL NO. 1-7-26-4

SUMMARY - An ordinance to adopt the Development Agreement with Chetak Development for an expansion of an existing shopping center on 4.17 acres, generally located north of Cactus Avenue and east of Valley View Boulevard within Enterprise.

ORDINANCE NO. \_\_\_\_\_  
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH CHETAK DEVELOPMENT FOR AN EXPANSION OF AN EXISTING SHOPPING CENTER ON 4.17 ACRES, GENERALLY LOCATED NORTH OF CACTUS AVENUE AND EAST OF VALLEY VIEW BOULEVARD WITHIN ENTERPRISE, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CLARK, STATE OF NEVADA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.06 of the Clark County Code, the Development Agreement with Chetak Development for an expansion of an existing shopping center on 4.17 acres, generally located north of Cactus Avenue and east of Valley View Boulevard within Enterprise, is hereby adopted.

SECTION 2. If any section of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not invalidate the remaining parts of this ordinance.

SECTION 3. All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the Clark County Code in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and the publication thereof by title only, together with names of the County Commissioners voting for or against its passage, in a newspaper published in and having a general circulation in Clark County, Nevada, at least once a week for a period of two (2) weeks and shall be effective on and from the fifteenth day after passage.

PROPOSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2026

INTRODUCED by: \_\_\_\_\_

PASSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2026

VOTE:

AYES: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ABSTAINING:

\_\_\_\_\_  
\_\_\_\_\_

ABSENT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
CLARK COUNTY, NEVADA

By: \_\_\_\_\_  
MICHAEL NAFT, Chair

ATTEST:

\_\_\_\_\_  
Lynn Marie Goya, County Clerk

This ordinance shall be in force and effect from and after the \_\_\_\_\_ day  
of \_\_\_\_\_ 2026.

APN: **177-29-404-009**

Please Return to: Sami Real

Comprehensive Planning Department

1<sup>st</sup> Floor, Clark County Government Center

500 South Grand Central Parkway

Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK

AND

**CHETAK DEVELOPMENT**

FOR

**CACTUS & VALLEY VIEW**

**ORD-25-900950**

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into by and between the *County of Clark, State of Nevada* (hereinafter referred to as the "County") and **CHETAK DEVELOPMENT** the Owner of the real property described on Exhibit "A" attached hereto (hereinafter referred to as the "Owner") and incorporated herein by reference.

### SECTION 1 – DEFINITIONS

1.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

- (a) "Agreement" has the meaning assigned to it in the first paragraph hereof. Agreement at any given time includes all addenda and exhibits incorporated by reference and all amendments, which have become effective as of such time.
- (b) "Applicable Rules" means the specific code, ordinances, rules, regulations and official policies of the County as adopted and in force at the time of permit issuance or map recordation and as amended from time to time, regarding planning, zoning, subdivisions, timing and phasing of development, permitted uses of the Subject Property, density, design, and improvement standards and specifications applicable to the Project, including the Public Facilities Needs Assessment Report, and the fees incorporated herein, except that:
  - (1) The fees required in the County Code specifically for the Major Projects shall *not* apply to the Project, unless and until the parties agree that the development of the Project will be processed as a Major Project;  
and
  - (2) The zoning established by the Concurrent Approvals will not be amended or modified during the term of this Agreement without Owner's prior written approval.
- (c) "Best Efforts" means, in the case of any contingent obligation of County or Owner, that the party so obligated will make a good faith effort to accomplish the stated goal, task, project or promised performance, provided such term does not imply a legal obligation to take any specific action if:
  - (i) In the case of a County obligation, such action would, in the reasoned opinion of the County Commission, be imprudent given competing public needs and projects; or
  - (ii) In the case of an Owner obligation, such action would, in the reasoned opinion of the Owner, be commercially unreasonable.

In either case, upon request, the responsible party shall give written notice to the other party that it has considered such contingent obligation and the reason for its decision not to perform.

- (d) "Builder" means any person or entity, which constructs final improvements (other than off-site improvements or infrastructure) with respect to a subdivision or parcel of the Subject Property.
- (e) "Code" means the Clark County Code, including all rules, regulations, standards, criteria, manuals and other references adopted herein.
- (f) "Concurrent Approvals" means the zoning, land use or map approvals and authorizations, relating to the Subject Property, together with the applicable conditions, as granted by the County Commission, including without limitation those approvals and conditions of

approval per **WS-25-0327**, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.

- (g) "County" means the County of Clark, State of Nevada together with its successors and assigns.
- (h) "County Commission" means the Board of County Commissioners or Planning Commission of the County of Clark, State of Nevada.
- (i) "County Master Plan" means the comprehensive plan adopted by the County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use, development guides and elements, including the land use and development guide and the general plan map for unincorporated portions of the Las Vegas Valley adopted by the County Commission on January 24, 1974, except as amended by the adoption of more recent plans in effect as of the Effective Date.
- (j) "Development Agreement Ordinance" means an ordinance adopted per Chapter 30.06 of the Clark County Unified Development Code (Title 30) along with any other Chapters of the Clark County Code that are relevant to the Development Agreement being considered.
- (k) "Effective Date" means the date, on or after the adoption by the County Commission, of an ordinance approving execution of this Agreement whereas the Agreement has been executed and signed by both parties, that this Agreement is recorded in the Office of the County Recorder of Clark County, Nevada.
- (l) "NDOT" means Nevada Department of Transportation.
- (m) "NRS" means Nevada Revised Statutes.
- (n) "PFNA" means the Southwest Las Vegas Valley Public Facilities Needs Assessment Report, dated December 1, 2000, incorporated herein by this reference and approved by the County Commission on January 2, 2001.
- (o) "Project" means the Subject Property and the proposed development of the Subject Property described in this Agreement.
- (p) "Subject Property" means that certain real property, which Owner owns or has the right to acquire, located in the County and more particularly described on Exhibit "A".
- (q) "Term" means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.

## **SECTION 2 – RECITAL OF PREMISES, PURPOSE AND INTENT**

2.01 Recitals. This Agreement is predicated upon the following facts and findings:

- (a) Statutory Authorization. The County is authorized, pursuant to NRS §278.0201 through 278.0207, inclusive, to enter into binding Development Agreements with persons having a legal or equitable interest in real property to establish long range plans for the development of such property.
- (b) Ownership Interest. Owner represents that it has, will acquire, or has the right to acquire, fee title ownership of the Subject Property.
- (c) County Authorization, Hearing and Ordinance. All preliminary processing with regard to the Project has been duly completed in conformance with all applicable laws, rules and regulations. The County Commission, having given notice as required by law, held a public hearing on Owner's application seeking approval of the form of this Agreement and the execution hereof by the County. At the described meeting, the County Commission found that this Agreement is consistent with the County's plans, policies and regulations, including the County Master Plan, that the Agreement meets the requirements of Title 30 of the Code, and that the execution hereof by and on behalf of the County is in the public interest and is lawful in all respects. During the same meeting at which the public hearing was held, the County Commission adopted the Ordinance approving this Agreement and authorizing the execution hereof by duly constituted officers of the County. Said ordinance was scheduled to be effective two weeks after adoption. County agrees to record a certified copy of the ordinance as required by NRS §278.0207.
- (d) County Intent. The County desires to enter into this Agreement in conformity with the requirements of NRS, and as otherwise permitted by law, and this Agreement to provide for public services; public uses and urban infrastructure; to promote the health, safety and general welfare of the County and its inhabitants; to minimize uncertainty in planning for and securing orderly development of the Project and surrounding areas; to insure attainment of the maximum efficient utilization of resources within the County at the least economic cost to its citizens; and to otherwise achieve the goals and purposes for which the State statute and County ordinance authorizing Development Agreements were enacted.
- (e) Owner Intent. In accordance with the legislative intent evidenced by NRS §278.0201 through §278.0207, inclusive, authorizing Development Agreements and the intent of the County in adopting an ordinance allowing Development Agreements, Owner wishes to obtain reasonable assurances that Owner may develop the Project in accordance with the conditions established in this Agreement. Owner acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time. In order to develop the Subject Property, Owner is willing to enter into this Development Agreement in order to pay Owner's fair share of the costs to provide certain public services, facilities, and infrastructure in the area of this Project. Owner further acknowledges that this Agreement was made a part of the County Record at the time of its approval by the County Commission and that the Owner agrees without protest to the requirements, limitations, or conditions imposed by this Agreement and the Concurrent Approvals.
- (f) Acknowledgment of Uncertainties. The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Project be developed in the manner contemplated by this Agreement. Among such circumstances is the unavailability of

water or other limited natural resources, federal regulation of air and water quality, and similar conditions. Owner recognizes that water shortages could affect the County's ability to perform its obligations hereunder. Owner further acknowledges and agrees this Agreement does not relieve the Owner from compliance with existing, changed, modified or amended rules regulations, laws, ordinances, resolutions, fees codes, etc., of other governmental agencies. Such rules, regulations, laws, ordinances, resolutions, fees, codes, etc. of governmental entities must be complied with by the Owner and are not locked in nor a part of this Agreement. It is not the intent of the parties nor shall this Section be construed as excusing the County of any obligation hereunder or depriving Owner of any right under this Agreement, which can be performed.

- (g) Provision of Water and Sewer Service. Owner clearly understands and agrees that, amongst other requirements, water commitment and sanitary sewer system development approval must be obtained from the proper governmental entities namely the Las Vegas Valley Water District and the Clark County Water Reclamation District. Fees and services for such commitments and systems are established by said governmental entities and must be paid and complied with by the Owner in accordance with said governmental entities requirements as amended from time to time. This Agreement or the County does not guarantee or provide the provision of water and sewer services.

2.02 Incorporation of Recitals. The foregoing recitals shall be deemed true and correct in all respects with respect to this Agreement and shall serve as the basis for the interpretation of this Agreement.

2.03 Permitted Uses, Density, Height and Size of Structures. Pursuant to NRS §278.0201 and the Code, this Agreement must set forth the maximum height and size of structures to be constructed on the Subject Property, the density of uses and the permitted uses of the land. County agrees the Project may be developed to the density and with the land uses set forth in the Land Use and Development Guide/Plan, along with the development standards set forth in the Concurrent Approvals and the Applicable Rules.

### **SECTION 3 – DEVELOPMENT OF THE PROJECT**

3.01 Time for Construction and Completion of the Project. Subject to the terms of this Agreement and Applicable Rules, Owner shall have discretion as to the time of commencement, construction, phasing, and completion of any and all development of the Project. Nothing herein shall be construed to require the Owner to develop the Project or any part thereof.

3.02 Reliance on Concurrent Approvals and Applicable Rules. County hereby agrees that Owner will be permitted to carry out and complete the entire Project in accordance with the uses and densities set forth in the Concurrent Approvals subject to the terms and conditions of this Agreement and the Applicable Rules. Pursuant to the terms of this Agreement and subject to Owner's infrastructure obligations described in this Agreement, the development of the Project may proceed.

3.03 Air Quality Conformity. Owner acknowledges County has adopted an air quality plan and agrees to comply with the applicable provisions thereof, including any state and federal rules and regulations.

3.04 Dust Mitigation. Owner will educate Builders and contractors within the Project of the applicable rules of the Clark County Department of Air Quality & Environmental Management with respect to dust mitigation and will encourage compliance therewith.

3.05 Water Conservation. Owner agrees to encourage water conservation in the Project. Owner agrees to design any open space using the best available, water conserving techniques, including but not



limited to proper soil preparation and water conserving irrigation systems and equipment. Landscaping adjacent to public streets shall be limited to water conserving plant materials.

- 3.06 Temporary Storm Water Construction Permit. Owner agrees to educate Builders and contractors within the Project on the requirements for a Temporary Storm Water Construction Permit issued from the Nevada Division of Environmental Protection (NDEP).

## **SECTION 4 – PUBLIC FACILITIES**

- 4.01 Public Facilities. Owner agrees that prior to issuance of any building permit for a single family dwelling, multiple family dwelling, retail, office, industrial or hotel use in the Project, they will pay the fees as set forth in the Public Facilities Chart below, hereinafter referred to as Chart 4.01-A, except as modified by this Section 4.01.

In addition, the fees set forth in Chart 4.01-A below may be increased or decreased from time to time during the term of this Agreement if the modified fees are uniformly applied to all development and construction within the Public Facilities Needs Assessment area. The County and Owner agree that any fee modifications shall be applied only for building permits not yet issued. Owner and the County will not be entitled to any payment or reimbursements for fees paid for building permits issued prior to any such fee modification.

<b>CHART 4.01-A PUBLIC FACILITIES CHART</b>			
<b>Type Of Development</b>	<b>Infrastructure Category</b>		<b>Total Per Unit</b>
	<b>Parks</b>	<b>Public Safety</b>	
<b>Single Family Dwelling Unit</b> (per dwelling unit)	<b>\$ 627.58</b>	<b>\$ 1,060.80</b>	<b>\$ 1,688.39</b>
<b>Multi Family Dwelling Unit</b> (per dwelling unit)	<b>\$ 627.58</b>	<b>\$ 1,040.11</b>	<b>\$ 1,667.70</b>
<b>Retail</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$ 0.71</b>	<b>\$ 0.71</b>
<b>Office</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$ 0.79</b>	<b>\$ 0.79</b>
<b>Industrial</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$ 0.47</b>	<b>\$ 0.47</b>
<b>Hotel</b> (per room)	<b>N/A</b>	<b>\$ 1,062.52</b>	<b>\$ 1,062.52</b>

- 4.02 Parks. In addition to the fees in Chart 4.01-A above, Owner agrees that this development is subject to the Residential Construction Tax if required by Chapter 19.05 of the Clark County Code.

- 4.03 Traffic Study. Owner shall prepare and submit to the County (and NDOT if applicable) a Traffic Study (if required) acceptable to the County (and NDOT if applicable) for the Subject Property prior to submittal of any final map for technical review, or prior to County issuance if any grading or building permits; whichever occurs first, and Owner agrees to comply with said Study as approved by the County. Any modification to the Traffic Study must be approved by the Director of the Department of Public Works.

In addition to the fees in Chart 4.01-A above, Owner agrees to construct at its sole cost and expense and dedicate to the County (or NDOT if applicable) any such roadway and traffic improvements identified in the Traffic Study as approved with conditions by the County (and NDOT if applicable), which are necessary for the Subject Property or for the mitigation of any traffic impacts caused by the development of the Subject Property.

Each facility must be built in the manner prescribed by the Code, NRS, and in accordance with the, “Uniform Standard Drawings for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada”, as amended by the Concurrent Approvals as approved by the County, and the State’s Design Manual prior to issuance of any building permits for the area impacted by the facilities, as identified in the Traffic Study as approved with conditions by the County (an NDOT if applicable).

Nothing herein shall be construed to require Owner to construct the applicable traffic improvements if Owner does not develop the impacted area. Owner acknowledges it shall be responsible for all public and private roadway construction (if applicable), utility installations and modifications, lighting, traffic control equipment and signage, and aesthetic improvements relating to the development.

- 4.04 Drainage Study. Owner shall prepare and submit to the County a Drainage Study, if required by the Clark County Department of Public Works, acceptable to the County for the Subject Property prior to recording any final map or the issuance of any grading and/or building permits. In addition to the fees in Chart 4.01-A above, Owner agrees to construct at its sole cost and expense and dedicate to the County such flood and drainage facilities identified in the Drainage Study which are necessary for the flood protection of the Subject Property or for the mitigation of any downstream flood impacts caused by the development of the Subject Property.

Each facility must be built, in the manner prescribed by Code, prior to issuance of any grading and/or building permits for the area impacted by the facilities as identified in the approved Drainage Study in accordance with Code. Notwithstanding any other provision in this section no grading or building permit shall be issued in any area not protected by the drainage facilities identified in the approved Drainage Study.

## **SECTION 5 – REVIEW AND DEFAULT**

- 5.01 Frequency of Reviews. As required by NRS §278.0205 and the Development Agreement Ordinance, at least once every twenty-four (24) months during the Term of this Agreement, Owner shall provide and County shall review in good faith a report submitted by Owner documenting the extent of Owner's and County's material compliance with the terms of this Agreement during the preceding twenty-four (24) months. If at the time of review an issue not previously identified in writing is required to be addressed, the review, at the request of either party, shall be continued to afford sufficient time for response.

- 5.02 Opportunity to be Heard. County and Owner shall be permitted an opportunity to be heard orally and in writing before the County Commission regarding their performance under this Agreement in the manner set forth in Development Agreement Ordinance.

- 5.03 Procedures in the Event of Noncompliance. In the event of any noncompliance with any provision of this Agreement, the party alleging such noncompliance shall deliver to the other in writing a courtesy notice, not less than thirty (30) calendar days prior to declaring a default under this Agreement. The time of notice shall be measured from the date of post mark which may be sent by regular mail.

The courtesy notice shall state the reason for noncompliance, any action necessary to correct the noncompliance, specify the nature of the alleged default and, where appropriate, the manner and period of time in which the noncompliance may be satisfactorily corrected. During the period of time the default letter is pending, the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the default is not corrected within thirty (30) calendar days, the following courses of action shall apply:

- (a) County Procedures

- (i) Intent to Remedy Noncompliance. After proper notice and the expiration of the above-referenced periods for correcting the alleged default, the Director of

Development Services, or his or her designee, may do one or both of the following options:

- (1) Immediately direct County staff to recommend that all future zoning, land use, and mapping applications within the Project be conditioned so that the building permits to be issued as a result of those approvals shall not be issued until the default is corrected, or;
  - (2) Issue a letter providing notice of County's intent to set the matter for hearing before the County Commission. The letter shall notify Owner of the action taken. In the event the County selects this option, County shall give Owner at least seven (7) business days notice to correct the default before the matter is scheduled for a hearing. The letter notifying Owner of the hearing shall contain the intended hearing date. The seven (7) business days will be measured from the date of the certified mailing of the notice.
    - (ii) Hearing Schedule. If the default is not corrected within the time specified above, the matter shall be scheduled and noticed as required by law for consideration and review by the County Commission on the next available Commission zoning agenda.
    - (iii) Review by County Commission. Following consideration of the evidence presented before the County Commission and a finding based on substantial evidence that a default has occurred by Owner and the default remains uncorrected, the County Commission may authorize the suspension of building permits within the Project or may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any Vested Right in favor of Owner, existing or received, as of the date of the termination. Owner shall have twenty-five (25) calendar days after the date of notice of the County Commission's decision is filed with the Clark County Clerk, Commission Division, to institute legal action pursuant to Sections 5.05 and 5.06 hereof, to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.
- (b) Owner Procedures
- (i) After proper notice and the expiration of the above-referenced periods for correcting the alleged default, Owner may issue a letter requesting a hearing before the County Commission for review of the alleged default. Upon receipt of the letter, County shall schedule an item to consider the alleged default on the next available Commission zoning agenda.
  - (ii) Review by County Commission. Following consideration of the evidence presented before the County Commission and a finding based on substantial evidence that a default has occurred by County and remains uncorrected, the County Commission shall direct County staff to correct the default. Owner shall have twenty-five (25) calendar days after the date of notice of the County Commission's decision is filed with the Clark County Clerk, Commission Division, to institute legal action pursuant to this Section hereof to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.
- (c) Waiver. Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceeding which it may deem necessary to protect, assert, or enforce any of its right or remedies.

(d) Notices. All notices provided for herein shall be sent to and in the manner provided in Section 7.08 of this Agreement.

5.04 Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged default, the party alleging the default shall give notice of intent to amend or terminate this Agreement pursuant to NRS §278.0205 (the "Notice of Intent"), with notices sent in the manner provided by Section 7.08 of this Agreement. Following any such Notice of Intent, the matter shall be scheduled and noticed as required by law for consideration and review by the County Commission.

5.05 Unavoidable Delay or Default, Extension of Time for Performance. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, acts of terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than County) to perform acts or deeds necessary for the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties. If written notice of any such delay is given to County within thirty (30) calendar days after the commencement thereof, an automatic extension of time, unless otherwise objected to by County within ten (10) business days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between County and Owner.

5.06 Institution of Legal Action. The County and Owner agree that the County would not have entered into this Agreement if it were liable for damages under or with respect to this Agreement. Accordingly, the County and the Owner may pursue any remedy at law or equity available for breach, except that neither the Owner nor the County shall be liable to the other or to any other person or entity for any monetary damages whatsoever. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Section 5.03. Following such notice, a public hearing must be held by the County Commission where the allegations will be considered and a decision regarding their merits will be reached. Any judicial review of the County Commission's decision or any legal action taken pursuant to this Agreement will be heard by a Court under the standard review appropriate to Court review of zoning actions, and the decision of the County Commission shall be overturned or overruled if its decision is clearly arbitrary and capricious. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing. If a party desires to present new or additional evidence to the Court, such party may petition the Court to remand the matter to the County Commission to consider the additional or new evidence. Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Eighth Judicial District Court, State of Nevada.

5.07 Applicable Laws. This Agreement shall be construed and enforced in accordance with the law of the State of Nevada.

## **SECTION 6 – CONFLICTING LAWS**

6.01 Conflicting State or Federal Rules. In the event that any conflicting state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the County,

this Agreement shall remain in full force and effect as to those provisions not affected, and the conflicting laws or regulations shall not be applied retroactively, and:

- (a) Notice and Copies. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy or an account of any such action or inaction together with a statement of how any such matter conflicts with the provisions of this Agreement; and
- (b) Modification Conferences. The parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation, or accommodate any such action or inaction.

6.02 County Commission Hearings. In the event the County believes that an amendment to this Agreement is necessary pursuant to this Section 6 due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the County Commission. The County Commission shall determine the exact nature of the amendment or suspension necessitated by such federal or state law or regulation or action or inaction. Owner shall have the right to offer oral and written testimony at the hearing. Any suspension or modification ordered by the County Commission pursuant to such hearing is subject to judicial review as set forth in Section 5.06. The parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

6.03 Cooperation in Securing Permits. The County shall use its Best Efforts to cooperate with Owner in securing any County permits, licenses or other authorizations which may be required as a result of any amendment or suspension resulting from actions initiated under this Section 6. Owner will be responsible to pay all applicable fees in connection with securing of the permits.

## **SECTION 7 – GENERAL PROVISIONS**

7.01 Enforcement and Binding Effect. Subject to the limitations of NRS §278, this Agreement is enforceable by either party in accordance with its terms notwithstanding any change (which, except for this Agreement, would otherwise be applicable) in any of the Applicable Rules. Nothing in this Agreement shall prevent the County from increasing "cost based fees" which are deemed to be administrative fees for issuance of land use approvals, building permits, plan checks, or inspections which are based upon actual costs to the County and which are uniformly applied to all development and construction subject to the County's jurisdiction. "Cost based fees" do not include the fees addressed in Section 4.01 of this Agreement.

7.02 Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the date the land use application expires or upon the eighth (8th) anniversary of the Effective Date, or when all obligations hereunder are satisfied, whichever occurs earliest, unless extended by written agreement executed by County and Owner.

7.03 Assignment.

- (a) Transfer Not to Relieve Owner of its Obligation. Except as expressly provided herein, no assignee or transferee of any portion of the Project within the area covered by a recorded subdivision map shall be subject to the obligations of Owner as to the portion of the Project so assigned or transferred nor be deemed to have assumed all such obligations, and such assignment or transfer shall not relieve Owner of its obligation as to the assigned or transferred portion of the Project.

- (b) Transfer to an Affiliate of Owner. The rights of Owner under this Agreement may be freely transferred or assigned to any entity, partnership, or corporation, which Owner controls, or in which Owner has a controlling interest, or which controls Owner; provided, such entity shall assume in writing all obligations of Owner hereunder.
- (c) Third Party Assignment. The rights and obligations of Owner under this Agreement may be freely transferred or assigned to a third party not affiliated with Owner, provided such third party assumes in writing all obligations of Owner hereunder as to the assigned or transferred portion of the Project along with a copy of the sale, transfer, conveyance, or assignment agreement wherein the third party assumes the obligations of the Owner. Upon any such assignment hereunder, the Owner shall be relieved of all obligations and liabilities under or in connection with this agreement. In connection with the conveyance of any portion of the property, Owner shall provide County with written notice of any sale, transfer, conveyance or assignment of any unimproved portion of the Project.
- (d) Financial Transactions. Owner has full discretion and authority to transfer, assign or encumber the Project or portions thereof in connection with financing transactions, without limitation on the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transaction at any time and from time to time without permission of or notice to County.

7.04 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS §278.0205 and Section 5 of this Agreement, this Agreement may be amended from time to time or canceled only upon the mutual written agreement of the parties hereto.

7.05 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, Owner shall hold County, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Owner or those of its contractors, subcontractors, agents, employees, or other persons acting on Owner's behalf which relate to the development of the Project. Owner agrees to and shall defend County and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Owner's activities in connection with the development of the Project. Owner agrees to indemnify, hold harmless, and provide and pay all costs for a defense for County in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is solely caused by the intentional or negligent act of County, its officers, agents, employees, or representatives.

7.06 Binding Effect of Agreement. Subject to Section 7.03 hereof, the burdens of this Agreement bind, and the benefits of this Agreement inure to the parties' respective successors in interest.

7.07 Relationship of Parties. It is understood that the contractual relationship between County and Owner is such that Owner is an independent contractor and not an agent of County for any purpose.

7.08 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or sent by overnight courier or mailed by certified mail postage prepaid, return receipt requested. Notices shall be sent to the address on file to Owner and/or Applicant, as shown on "Exhibit B" and the Comprehensive Planning Department and Office of the District Attorney-Civil Division addressed as follows:

To County: COUNTY OF CLARK  
Department of Comprehensive Planning, Current Planning Division  
Clark County Government Center  
500 South Grand Central Parkway, 1<sup>st</sup> Floor  
P.O. Box 551741  
Las Vegas, NV 89155-1741

With a Copy to: COUNTY OF CLARK  
OFFICE OF THE DISTRICT ATTORNEY-CIVIL DIVISION  
Clark County Government Center  
500 South Grand Central Parkway, 5<sup>th</sup> Floor  
P.O. Box 552215  
Las Vegas, Nevada 89155-2215

Either party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the delivery date by overnight courier or mail is first attempted.

- 7.09 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
- 7.10 Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the County or Owner, as the case may be.
- 7.11 Recording Amendments. Promptly after the Effective Date, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of County and Owner in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon the completion of performance of this Agreement or its earlier revocation or termination, a statement evidencing said completion or revocation signed by appropriate officers of County and Owner shall be recorded in the Official Records of Clark County, Nevada.
- 7.12 Release. Each unit within the Subject Property shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of an Occupancy Permit for the building in which the unit is located.
- 7.13 Headings, Exhibits, Cross-references. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to Sections and Exhibits shall be to Sections and Exhibits of or to this Agreement, unless otherwise specified.
- 7.14 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such term does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal

or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

- 7.15 Voluntary Agreement. Owner acknowledges that they had the option of conducting their own public facilities needs assessment study, but instead voluntarily chose to accept the findings, conclusions and fee schedule contained within the County PFNA defined in Section 1.01(n) of this Agreement. Owner further acknowledges and agrees that it voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.
- 7.16 No Third Party Beneficiary Rights. This Agreement shall inure solely to the benefit of each party hereto and its successors and permitted assigns and nothing in this Agreement, express or implied, shall confer upon any other person or entity, including the public or any member thereof, any rights, benefits or remedies of any nature whatsoever.

*[signatures appear on following page]*



IN WITNESS WHEREOF, this Agreement has been executed by the parties to be effective on the date described in Section 1.01(k).

**COUNTY:**

BOARD OF COUNTY COMMISSIONERS,  
COUNTY OF CLARK, STATE OF NEVADA

Attest:

By: \_\_\_\_\_  
Tick Segerblom, Chair

\_\_\_\_\_  
Lynn Marie Goya, County Clerk

OWNER: Will Kemp, Pres  
PRINT OWNER NAME

ENTITY NAME: Chetalk Development, Inc.  
PRINT ENTITY NAME

By: Will Kemp, Pres  
Owner Signature

**ACKNOWLEDGMENT:**

STATE OF NEVADA           )  
  )ss:  
COUNTY OF CLARK        )

This instrument was acknowledged before me on the 8<sup>th</sup> day of December, 2025,

by Will Kemp  
(Printed Name of Document Signer)

NOTARY PUBLIC

Cristal Pola  
Signature



**Exhibit “A”  
Legal Description**

**(see next page for attachment)**

## **Legal Description**

Being a portion of the Southwest Quarter (SW 1/4)  
of the Southwest Quarter (SW 1/4)  
of the Southwest Quarter (SW 1/4)  
of Section 29, Township 22 South, Range 61 East., M.D.M, Clark County, Nevada,

More particularly described as the Southwest Quarter (SW 1/4)  
of the Southwest Quarter (SW 1/4)  
of the Southwest Quarter (SW 1/4)  
of the Southwest Quarter (SW 1/4)  
of Section 29, Township 22 South, Range 61 East., M.D.M, Clark County, Nevada,

Excepting therefrom that portion of said land as described in and conveyed by deed  
recorded August 31, 2016 in Book 20160831 as Instrument No. 04602, Clark County  
Recorder's Office, Nevada.

and the Southerly 62.38-feet of the Northwest Quarter (NW 1/4)  
of the Southwest Quarter (SW 1/4)  
of the Southwest Quarter (SW 1/4)  
of the Southwest Quarter (SW 1/4)  
of Section 29, Township 22 South, Range 61 East., M.D.M, Clark County, Nevada,

Excepting therefrom that portion of said land as described in and conveyed by deed  
recorded January 27, 2022 in Book 20220127 as Instrument No. 02014, Clark County  
Recorder's Office, Nevada.

**Exhibit "B"**  
**Development Agreement Owner Correspondence**

**Exhibit "B"**  
**Development Agreement Owner/Applicant Correspondence**

In accordance with Section 7.08, all notices, demands and correspondence required or provided for under this agreement shall be sent to the Owner and/or Applicant as follows:

**Address all Correspondence as follows:**

**Owner**

Chetak Development  
\_\_\_\_\_  
3800 Howard Hughes Pkwy, Suite 1700  
\_\_\_\_\_  
Las Vegas, NV 89169  
\_\_\_\_\_

**Applicant/Correspondent**

c/o Maren Parry, Ballard Spahr LLP  
\_\_\_\_\_  
1980 Festival Plaza Drive, Suite 900  
\_\_\_\_\_  
Las Vegas, Nevada 89135  
\_\_\_\_\_

**Exhibit “C”**  
**Agenda Sheet, Notice of Final Action, and Agenda Map**

**(see next page for attachments)**

**PUBLIC HEARING**

**APP. NUMBER/OWNER/DESCRIPTION OF REQUEST**

**WS-25-0327-CHETAK DEVELOPMENT:**

**WAIVERS OF DEVELOPMENT STANDARDS** for the following: **1)** increase maximum parking; **2)** increase retaining wall height; **3)** modify residential adjacency standards; and **4)** reduce the driveway approach distance.

**DESIGN REVIEW** for the proposed expansion of an existing shopping center on 4.17 acres in a CG (Commercial General) Zone.

Generally located on the northeast corner of Cactus Avenue and Valley View Boulevard within Enterprise. JJ/jud/cv (For possible action)

---

**RELATED INFORMATION:**

**APN:**

177-29-404-009; 177-29-404-010

**WAIVERS OF DEVELOPMENT STANDARDS:**

1. Allow 168 parking spaces where 117 parking spaces are required and a maximum of 134 parking spaces is permissible per Section 30.04.04D (a 25% increase).
2. Increase the retaining wall height along the north property line to 4 feet where 3 feet is the maximum allowed per Section 30.04.03C (a 33% increase).
3. Allow a drive-thru lane 60 feet from a residential zoning district where 200 feet is required per Section 30.04.06E (a 70% reduction).
4. Reduce the driveway approach distance along Cactus Avenue to 89 feet where 150 feet is required per Uniform Standard Drawing 222.1 (a 41% reduction).

**LAND USE PLAN:**

ENTERPRISE - NEIGHBORHOOD COMMERCIAL

**BACKGROUND:**

**Project Description**

**General Summary**

- Site Acreage: 4.17
- Project Type: Shopping center expansion
- Number of Buildings: 2
- Number of Stories: 1
- Building Height (feet): 35
- Square Feet: 6,835 (Proposed Building A)/13,889 (Proposed Building B)
- Parking Required/Permitted/Provided: 117/134/168
- Sustainability Required/Provided: 7/7



### Site Plan

The plan depicts 2 parcels on the northeast corner of Cactus Avenue and Valley View Boulevard. The eastern parcel (177-29-404-010) is a fully developed shopping center, approved via NZC-0637-16) which included 4 parcels north of the subject property. Only the southern portion of the shopping center (adjacent to Cactus Avenue) was developed. The existing shopping center to the east includes 2 retail buildings. The first building is located on a singular pad site centrally located on the parcel. The second building is an in-line retail building oriented north to south along the west property line. Access to the site is provided via 2 existing driveways along Cactus Avenue.

The applicant's plans depict the proposed expansion of the existing shopping center to the western parcel (APN 177-29-404-009) where 2 additional buildings are proposed. Building A is located on the west side of the site and is an in-line building oriented north to south along Valley View Boulevard with the drive-thru lanes operating in a counterclockwise direction. This building will include retail and restaurant uses. Building B is a centrally located in-line building, adjacent to the existing in-line building to the east. Building B is also oriented north to south perpendicular to Cactus Avenue. A proposed drive-thru lane oriented east to west, is located along the north side of Building B and includes a pick-up window only without a drive-thru call box/menu board. This proposed drive-thru is located 60 feet from a recently approved residential use to the north, thus necessitating a waiver of development standards to modify residential adjacency standards to allow a drive-thru less than 200 feet from a residential use. Vehicle circulation is primarily around the perimeter of the site and within the drive-thru areas.

The applicant is proposing the required buffering and screening (15 foot wide landscape area with an 8 foot high screen wall) along the north property line, however; in addition to a proposed 8 foot wall, the applicant is proposing a 4 foot high retaining wall, where a maximum of 3 feet is permissible. Therefore, a waiver of development standards is required. Furthermore, the plans show a proposed 62 foot long block wall, located on the northeast portion of the east boundary wall, that will connect with an existing 6 foot high block wall located along the east property line.

Existing parking is located throughout the eastern parcel that is already developed. Proposed parking is located along the north property line of both parcels, as well as in between the proposed Building A and Building B on the western parcel. For the overall development, there are 168 parking spaces where 117 parking spaces are required; however, the maximum amount of parking spaces allowed is 134 parking spaces. Since the proposed parking exceeds 15% of the maximum parking spaces allowed, a waiver of development standards is required.

Access to the site is provided via 3 commercial driveways along Cactus Avenue. There are 2 existing driveways along the south property line of the eastern parcel, and a third proposed driveway will be along the south property line of the western parcel. A fourth driveway is proposed on the northwest corner of the site adjacent to Valley View Boulevard. The proposed driveway along Cactus Avenue has a driveway approach distance of 89 feet thus necessitating a waiver of development standards.

### Landscaping

The plan depicts a 15 foot wide landscape area with a detached sidewalk located along Cactus Avenue and Valley View Boulevard. Additional landscaping is located in 5 foot wide landscape areas located along the east property line and in areas within the parking lot. Each of the landscape areas consist of combinations of trees, shrubs, and groundcover. Furthermore, the plan shows the required buffering and screening along the north property line of the site, and the landscaping strip ranges from 15 feet to 33 feet in width.

### Elevations

The 35 foot high buildings depict exterior finishes which include terracotta colored stucco columns, cream and grey colored stucco walls, pop-outs, black aluminum glass storefront and low-e glazing window systems, cornices, and a parapet roof. Additionally, the plan shows canopies over windows and doors located throughout the various building elevations.

### Floor Plans

Building A consists of 6,835 square feet, of which 3,006 square feet are designated for a restaurant and 3,829 square feet to retail. Building B consists of 13,889 square feet of retail spaces.

### Applicant's Justification

The applicant states the reduction in approach distance has been minimized to the greatest extent possible given the location of the existing structures on the eastern parcel (APN 177-29-404-010) and this provides for a maximum separation between the intersection and the entrance on Cactus Avenue. The applicant further states that the waiver for maximum parking is justified given that the existing parking lot for the eastern parcel was designed under standards requiring more than 1 space per 350 square feet, and because the expected tenant mix will include several restaurants, which typically require 1 space per 150 square feet. The request to increase the retaining wall height to 4 feet, with an 8 foot screen wall is appropriate since it provides the buffering and screening standards for commercial properties adjacent to residential use. In addition, the applicant states the project proposes 2 drive-thru windows. The window on the east building is a proposed addition to the north side of an existing building. The drive-thru was contemplated with the construction of the original building as part of Cactus Plaza I but could not be added until the completion of the boundary land adjustment (BLA). The nearest point of the drive-thru lane (north side of Building B) from the residential property line is 60 feet, this drive-thru is located along the north side of proposed building B. The second drive-thru associated with the western building will have its queue beginning approximately 100 feet from the property line, but the call box will be located approximately 204 feet from the property line, and the pick-up window approximately 259 feet from the property line.

### **Prior Land Use Requests APN 177-29-404-009**

<b>Application Number</b>	<b>Request</b>	<b>Action</b>	<b>Date</b>
VS-19-0966	Vacated and abandoned patent easements	Approved by PC	February 2020
VS-0280-16	Vacated and abandoned patent easements - expired	Approved by PC	June 2016

**Prior Land Use Requests APN 177-29-404-010**

<b>Application Number</b>	<b>Request</b>	<b>Action</b>	<b>Date</b>
WS-20-0407	Waivers of developments standards and design review for signs in conjunction with an existing shopping center	Approved by BCC	November 2020
WS-20-0245	Reduced parking to 89 spaces where 120 spaces are required in conjunction with an existing commercial development	Approved by BCC	August 2020
ET-20-400042 (DR-0173-17)	Second extension of time to commence a tavern	Approved by BCC	June 2020
UC-19-0751	Retail marijuana store	Approved by BCC	November 2019
UC-19-0752	Retail marijuana store	Approved by BCC	November 2019
ADET-19-900254 (DR-0173-17)	Extended the time limit to commence a design review for a proposed tavern	Approved by ZA	June 2019
ET-18-400114 (WS-0130-16)	First extension of time for a comprehensive sign plan in conjunction with the subject property for this application	Approved by BCC	July 2018
DR-0173-17	Tavern (Dotty's) within the retail center - subject to a 1 year administrative review	Approved by BCC	April 2017
NZC-0637-16	Reclassified 9.7 acres from R-E and C-1 zoning to C-2 zoning and a design review for a proposed shopping center, veterinarian office, and mini-warehouse facility - expired (design review for veterinarian, mini-warehouse, and northern portion of the shopping center)	Approved by BCC	December 2016
NZC-0366-16	Reclassified 4.7 acres from R-E and C-1 zoning to C-2 zoning and a design review for a proposed shopping center with a lighting plan - withdrawn	Withdrawn	July 2016
WS-0130-16	Allowed an animated sign (video unit) and a design review for a comprehensive sign plan with a previously approved retail center	Approved by BCC	May 2016
DR-0787-15	Established a comprehensive lighting plan in conjunction with a previously approved retail center	Approved by BCC	January 2016
VS-0924-14	Vacated and abandoned patent easements	Approved by PC	January 2015
ZC-0596-14	Reclassified 2.5 acres (subject parcel related to this application) from R-E to C-1 zoning for a retail center	Approved by BCC	August 2014

**Surrounding Land Use**

	<b>Planned Land Use Category</b>	<b>Zoning District (Overlay)</b>	<b>Existing Land Use</b>
North	Compact Neighborhood (up to 18 du/ac)	RM18	Recently approved single family-residential development
South	Mid-Intensity Suburban Neighborhood (up to 8 du/ac)	RM18	Multi-family residential development
East	Neighborhood Commercial (NC)	CG	Undeveloped
West	Corridor Mixed-Use (CM)	RS20	Undeveloped

The subject site is within the Public Facilities Needs Assessment (PFNA) area.

**Related Applications**

<b>Application Number</b>	<b>Request</b>
ZC-25-0325	A zone change to reclassify 1.86 acres from RS20 to CG is a companion item on this agenda.
VS-25-0326	A vacation and abandonment of patent easements and right-of-way is a companion item on this agenda.
TM-25-500082	A tentative map for a 1 lot commercial subdivision is a companion item on this agenda.

**STANDARDS FOR APPROVAL:**

The applicant shall demonstrate that the proposed request is consistent with the Master Plan and is in compliance with Title 30.

**Analysis****Comprehensive Planning**Waivers of Development Standards

The applicant shall have the burden of proof to establish that the proposed request is appropriate for its proposed location by showing the following: 1) the use(s) of the area adjacent to the subject property will not be affected in a substantially adverse manner; 2) the proposal will not materially affect the health and safety of persons residing in, working in, or visiting the immediate vicinity, and will not be materially detrimental to the public welfare; and 3) the proposal will be adequately served by, and will not create an undue burden on, any public improvements, facilities, or services.

Waiver of Development Standards #1

In the past, the existing portion of the shopping center required a waiver of development standards to reduce the number of parking spaces required. With the proposed shopping center expansion, the site will provide an excess number of parking spaces. Staff understands the applicant's justification for the excess parking, and although staff is concerned that excess parking may negatively contribute to the heat island effect. The applicant stated that they foresee a larger number of their renters to be restaurants, which will require a larger parking count than a typical shopping center. Also, the applicant has provided a well landscaped parking lot with

primarily smaller parking pockets throughout the entire site. Therefore, staff can support this request.

#### Waiver of Development Standards #2

Staff finds that the proposed combination retaining and screen wall along the north property line, does not meet the 8 foot high decorative screen wall requirement per Title 30. The applicant is, however providing the required landscape buffer along the north property line. Staff finds this area is developing at higher densities and intensities and an additional foot of retaining wall height should not have an impact on surrounding properties. Therefore, staff can support this request.

#### Waiver of Development Standards #3

The applicant does not meet Title 30 requirements related to residential adjacency, specifically the 200 foot required separation between drive-thru lanes and a residential zoning district, as a 60 foot and a 100 foot separation are being proposed. Staff finds that the proposed drive-thru location along the north and west sides of Building A is acceptable since the call box is located over 200 feet from the residential use. Also, with the landscape buffering as well as the vehicular traffic along Valley View Boulevard, most of the noise nuisance should be buffered from the residential use to the north. Even though staff finds the drive-thru window (pick-up window) on the north side of Building B has a closer distance to the residential use it should not be detrimental to the surrounding residential. Staff believes that the fact that there is no call box proposed with this second drive-thru should reduce the noise effects. For these reasons, staff can support this request.

#### Design Review

Development of the subject property is reviewed to determine if 1) it is compatible with adjacent development and is harmonious and compatible with development in the area; 2) the elevations, design characteristics and others architectural and aesthetic features are not unsightly or undesirable in appearance; and 3) site access and circulation do not negatively impact adjacent roadways or neighborhood traffic.

Overall, staff finds that the proposed shopping center will provide new shopping/dining/work opportunities for the area. The designs of the proposed buildings are generally modern and consistent with the other existing buildings on the site. The site is also located along 2 major rights-of-ways to help to support the use of the development. Staff also finds that landscaping has been well provided throughout the site including street and parking lot landscaping. Although staff is concerned with the waiver request for the proposed north boundary retaining wall height the site and building designs are appropriate and consistent with other similar developments in the Valley. Therefore, staff can support this design review.

#### **Public Works - Development Review**

##### Waiver of Development Standards #4

Staff has no objection to the reduction in the approach distance for the Cactus Avenue commercial driveway. Although the approach distance does not comply with the minimum standards, staff finds the location allows vehicles to safely access the site.

**Staff Recommendation**

Approval.

If this request is approved, the Board and/or Commission finds that the application is consistent with the standards and purpose enumerated in the Master Plan, Title 30, and/or the Nevada Revised Statutes.

**PRELIMINARY STAFF CONDITIONS:****Comprehensive Planning**

- No call box to be installed along the north drive-thru located on the north side of Building B;
- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;
- Certificate of Occupancy and/or business license shall not be issued without approval of a Certificate of Compliance.
- Applicant is advised within 4 years from the approval date the application must commence or the application will expire unless extended with approval of an extension of time; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; changes to the approved project will require a new land use application; and the applicant is solely responsible for ensuring compliance with all conditions and deadlines.

**Public Works - Development Review**

- Drainage study and compliance;
- Traffic study and compliance;
- Full off-site improvements;
- Applicant to coordinate a contribution with Public Works for the worm island median on Valley View Boulevard;
- The installation of detached sidewalks will require the vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control devices.

**Fire Prevention Bureau**

- No comment.

**Clark County Water Reclamation District (CCWRD)**

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email [sewerlocation@cleanwaterteam.com](mailto:sewerlocation@cleanwaterteam.com) and reference POC Tracking #0180-2025 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

**TAB/CAC:** Enterprise - approval of waivers of development standards #1 and #4; denial of waivers of development standards #2 and #3, and the design review.

**APPROVALS:**

**PROTESTS:**

**APPLICANT:** CHETAK DEVELOPMENT

**CONTACT:** MAREN PARRY, BALLARD SPAHR, 1980 FESTIVAL PLAZA DRIVE,  
SUITE 900, LAS VEGAS, NV 89135



# Department of Comprehensive Planning

500 S Grand Central Pkwy • Box 551741 • Las Vegas NV 89155-1741  
(702) 455-4314 • Fax (702) 455-3271

Sami Real, Director

## NOTICE OF FINAL ACTION

July 01, 2025

MAREN PARRY  
BALLARD SPAHR  
1980 FESTIVAL PLAZA DRIVE, SUITE 900  
LAS VEGAS, NV 89135

REFERENCE: WS-25-0327

On the date indicated above, a Notice of Final Action was filed with the Clark County Clerk, Commission Division, pursuant to NRS 278.0235 and NRS 278.3195, which starts the commencement of the twenty-five (25) day limitation period specified therein.

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of **June 18, 2025**. The final decision along with any conditions are listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

Time limits to commence, complete or review this approval, apply only to this specific application. A property may have several approved applications on it with each having its own expiration date. **It is the applicant's responsibility to keep the application current.**

### **APPROVED.**

#### **CONDITIONS OF APPROVAL -**

##### **Comprehensive Planning**

- No call box to be installed along the north drive-thru located on the north side of Building B;
- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;
- Certificate of Occupancy and/or business license shall not be issued without approval of a Certificate of Compliance.
- Applicant is advised within 4 years from the approval date the application must commence or the application will expire unless extended with approval of an extension of time; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; changes to the approved project will require a new land use application; and the applicant is solely responsible for ensuring compliance with all conditions and deadlines.

##### **Public Works - Development Review**

- Drainage study and compliance;
- Traffic study and compliance;

#### **BOARD OF COUNTY COMMISSIONERS**

TICK SEGERBLOM, Chair • WILLIAM MCCURDY II, Vice Chair  
MICHAEL NAFT • MARILYN KIRKPATRICK • JUSTIN C. JONES • APRIL BECKER • JAMES B. GIBSON  
KEVIN SCHILLER, County Manager





# Department of Comprehensive Planning

500 S Grand Central Pkwy • Box 551741 • Las Vegas NV 89155-1741  
(702) 455-4314 • Fax (702) 455-3271

Sami Real, Director

- Full off-site improvements;
- Applicant to construct a worm island median along Valley View Boulevard;
- The installation of detached sidewalks will require the vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control devices.

#### Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email [sewerlocation@cleanwaterteam.com](mailto:sewerlocation@cleanwaterteam.com) and reference POC Tracking #0180-2025 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

If you have any questions regarding your Notice of Final Action, please call the Department of Comprehensive Planning at (702) 455-4314 (option 2, option 1).

#### BOARD OF COUNTY COMMISSIONERS

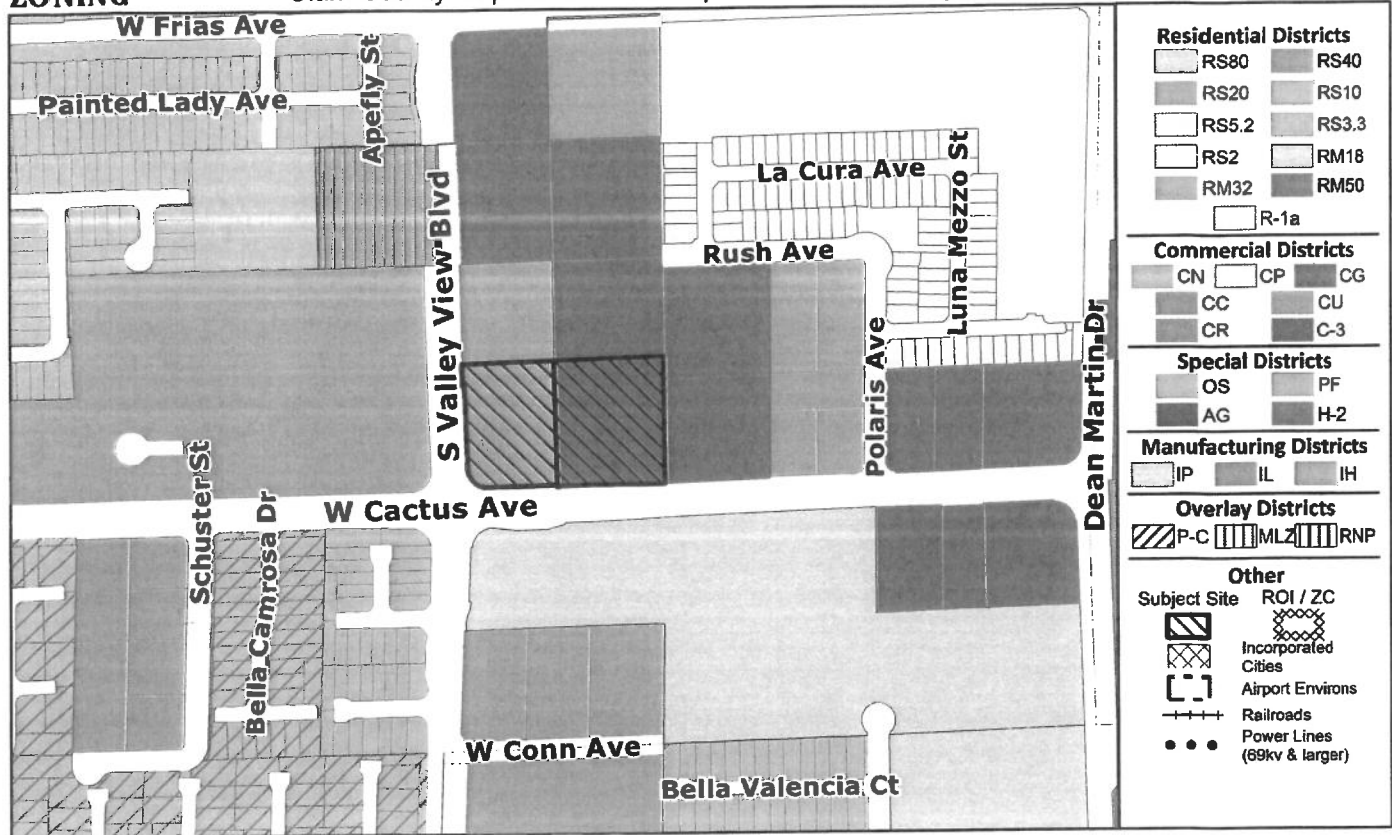
TICK SEGERBLOM, Chair • WILLIAM MCCURDY II, Vice Chair  
MICHAEL NAFT • MARILYN KIRKPATRICK • JUSTIN C. JONES • APRIL BECKER • JAMES B. GIBSON  
KEVIN SCHILLER, County Manager

# Commission Agenda Map

WS-25-0327

## ZONING

Clark County Department of Comprehensive Planning, Clark County, Nevada



## PLANNED LAND USE



This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated hereon.

Subject Parcel(s)  
17729404010  
17729404009



Map Created on 4/30/2025

