

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

Petitioner: Sami Real, Director, Department of Comprehensive Planning

Recommendation: ORD-24-900288: Introduce an ordinance to consider adoption of a Development Agreement with Signature Land Holdings, LLC for a single-family residential development on 2.0 acres, generally located north of Blue Diamond Road and west of Inspiration Drive within Enterprise. JJ/lg (For possible action)

FISCAL IMPACT:

None by this action.

BACKGROUND:

The Board of County Commissioners (Board) approved a land use application NZC-23-0885 for a single-family residential development on 2.0 acres, generally located north of Blue Diamond Road and west of Inspiration Drive 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 set a public hearing for July 17, 2024.

Cleared For Agenda
07/03/24

BILL NO. _____

SUMMARY - An ordinance to adopt the Development Agreement with Signature Land Holdings, LLC for a single-family residential development on 2.0 acres, generally located north of Blue Diamond Road and west of Inspiration Drive within Enterprise.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH SIGNATURE LAND HOLDINGS, LLC FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT ON 2.0 ACRES, GENERALLY LOCATED NORTH OF BLUE DIAMOND ROAD AND WEST OF INSPIRATION DRIVE 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 Signature Land Holdings, LLC for a single-family residential development on 2.0 acres, generally located north of Blue Diamond Road and west of Inspiration Drive 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 _____, 2024

INTRODUCED by: _____

PASSED on the _____ day of _____, 2024

VOTE:

AYES: _____

NAYS: _____

ABSTAINING:

ABSENT:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
TICK SEGERBLOM, Chair

ATTEST:

Lynn Marie Goya, County Clerk

This ordinance shall be in force and effect from and after the _____ day
of _____ 2024.

APN(s): 176-23-101-021 & -022
Please Return to: Sami Real
Comprehensive Planning Department
1st Floor, Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK

AND

SIGNATURE LAND HOLDINGS, LLC

FOR

INSPIRATION & BLUE DIAMOND

ORD-24-900288

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 **Signature Land Holdings, LLC** 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 **NZC-23-0885**, 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.

CHART 4.01-A PUBLIC FACILITIES CHART			
Type Of Development	Infrastructure Category		Total Per Unit
	Parks	Public Safety	
Single Family Dwelling Unit (per dwelling unit)	\$585.88	\$990.31	\$1,576.19
Multi Family Dwelling Unit (per dwelling unit)	\$585.88	\$970.99	\$1,556.87
Retail (per square foot gross floor area)	N/A	\$0.66	\$0.66
Office (per square foot gross floor area)	N/A	\$0.74	\$0.74
Industrial (per square foot gross floor area)	N/A	\$0.44	\$0.44
Hotel (per room)	N/A	\$991.91	\$991.91

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; provided however, that to the extent this Agreement expires pursuant to Section 7.02 above.

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, 1st 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, 5th 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:

Rick Barron, Authorized Signer
PRINT OWNER NAME

ENTITY NAME:

Signature Land Holdings, LLC
PRINT ENTITY NAME

By: 
Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

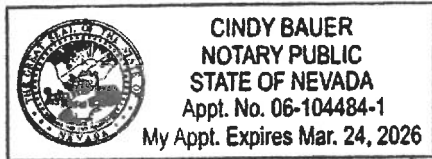
This instrument was acknowledged before me on the 29th day of MAY, 2024,

by Rick Barron, Authorized Signer
(Printed Name of Document Signer)

NOTARY PUBLIC


Signature

My Commission expires: 03-24-2026



CINDY BAUER

Exhibit "A"
Legal Description

(see next page for attachment)

Legal Description

APN: 176-23-101-021

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.B. AND M., DESCRIBED AS FOLLOWS:

LOT ONE (1) OF THAT CERTAIN PARCEL MAP IN FILE 21 OF PARCEL MAPS, PAGE 100, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA RECORDED OCTOBER 04, 1978 IN BOOK 953 AS DOCUMENT NUMBER 912152, OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION VACATED IN THAT CERTAIN ORDER OF VACATION (VS-17-0038) RECORDED JUNE 14, 2018 IN BOOK 20180614 AS INSTRUMENT NO. 03144 OFFICIAL RECORDS. CLARK COUNTY, NEVADA.

Commonly known as: 9051 Inspiration Drive

APN: 176-23-101-022

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., DESCRIBED AS FOLLOWS:

LOT TWO (2) OF THAT CERTAIN PARCEL MAP IN FILE 21 OF PARCEL MAPS, PAGE 100, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA RECORDED OCTOBER 04, 1979 IN BOOK 953 AS DOCUMENT NUMBER 912152, OFFICIAL RECORDS.

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

Signature Land Holdings

801 S. Rancho Dr. Suite E-4

Las Vegas, NV 89106

Applicant/Correspondent

Taney Engineering Attn: Emily Sidebottom

6030 S. Jones Blvd.

Las Vegas, NV 89118

Exhibit "C"
Agenda Sheet, Notice of Final Action, and Agenda Map

(see next page for attachments)



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

April 15, 2024

TANEY ENGINEERING
6030 S. JONES BLVD
LAS VEGAS, NV 98118

REFERENCE: NZC-23-0885

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 **April 03, 2024**. 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

- **Resolution of Intent to complete in 4 years;**
- **Street setback reduction will apply to private streets only;**
- **Perimeter setback reduction to be 5 feet;**
- **Certificate of Occupancy and/or business license shall not be issued without final zoning inspection;**
- **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.**
- **Applicant is advised that the County has adopted a rewrite to Title 30 effective January 1, 2024, and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; 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;**

BOARD OF COUNTY COMMISSIONERS

TICK SEGERBLOM, Chair · WILLIAM MCCURDY II, Vice Chair
MICHAEL NAFT · MARILYN KIRKPATRICK · JUSTIN C. JONES · ROSS MILLER · 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.**

Fire Prevention Bureau

- **May not be able to support current design due to inadequate street widths and fire access lanes, 29 foot street widths are not adequate;**
- **Where parallel parking is permitted on both sides of the Fire Apparatus Access Road, the minimum clear width of the Fire Apparatus Road shall be 36 feet (10,972 mm), measuring 37 feet (11,277 mm) from back of 105.7.11, 105.7.17, 105.6.15, and 106.35 6 7/12/2013 curb to back of curb for L-curbs and 39 feet (11,887 mm) from back of curb to back of curbs for roll curbs;**
- **Provide a Fire Apparatus Access Road in accordance with Section 503 of the International Fire Code and Clark County Code Title 13, 13.04.090 Fire Service Features.**
- **Applicant is advised that fire/emergency access must comply with the Fire Code as amended; to show fire hydrant locations on-site and within 750 feet; and that fire protection may be required for this facility and to contact Fire Prevention for further information at (702) 455-7316.**

Southern Nevada Health District (SNHD) - Engineering

- **Applicant is advised that there are active septic permits on APNs 176-23-101-021 and 176-23-101-022; to connect to municipal sewer and remove the septic systems in accordance with Section 17 of the SNHD Regulations Governing Individual Sewage Disposal Systems and Liquid Waste Management; and to submit documentation to SNHD showing that the systems have been properly removed.**

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 and reference POC Tracking #0399-2023 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.**

BOARD OF COUNTY COMMISSIONERS

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

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

NZC-23-0885-SIGNATURE LAND HOLDINGS LLC:

ZONE CHANGE to reclassify 2.0 acres from an H-2 (General Highway Frontage) Zone to an R-3 (Multiple Family Residential) Zone.

USE PERMIT for an attached single family residential (townhouse) planned unit development.

WAIVERS OF DEVELOPMENT STANDARDS for the following: **1)** project acreage; **2)** required parking space dimensions; **3)** street setback; **4)** building setback to project perimeters; **5)** driveway geometrics; and **6)** residential private street design.

DESIGN REVIEW for an attached single family residential planned unit development.

Generally located on the west side of Inspiration Drive, 160 feet north of Blue Diamond Road within Enterprise (description on file). JJ/hw/syp (For possible action)

RELATED INFORMATION:

APN:

176-23-101-021; 176-23-101-022

WAIVERS OF DEVELOPMENT STANDARDS:

1. Reduce the minimum gross area of a planned unit development to 2 acres where a minimum of 5 acres is required per Section 30.24.020 (a 60% reduction).
2. Reduce the width of required parking stalls to 8 feet where 9 feet is required per Section 30.60.050 (an 11% reduction).
3. Reduce the setback of a building to a street, drive aisle, sidewalk, or curb to 5 feet where 10 feet is the standard per Section 30.24.080 (a 50% reduction).
4. Reduce the setback of a building to the project perimeters to **5 feet (previously 4 feet)** where 10 feet is required per Section 30.24.060 (a 60% reduction).
5.
 - a. Reduce the width of a residential driveway to 8 feet where a minimum of 12 feet is the standard per Uniform Standard Drawing 222 (a 33% reduction).
 - b. Reduce the separation from a residential driveway to a driveway and property line to 2.5 feet where 6 feet is the standard per Uniform Standard Drawing 222 (a 58% reduction).
6. Allow modified A-curb and zero curb with an inverted crown where Uniform Standard Drawing 210.S1 is required.

LAND USE PLAN:

ENTERPRISE - CORRIDOR MIXED-USE

BACKGROUND:

Project Description

General Summary

- Site Address: 9051 Inspiration Drive
- Site Acreage: 2
- Project Type: Attached single family residential (townhouse PUD)
- Number of Lots/Units: 31
- Density (du/ac): 15.5
- Minimum/Maximum Lot Size (square feet): 1,328/2,625
- Number of Stories: 2
- Building Height (feet): 26.2
- Square Feet (livable): 1,415 (Plan 1415)/1,480 (Plan 1480)
- Open Space Required/Provided: 7,797/8,095
- Parking Required/Provided: 74/74

Neighborhood Meeting Summary

The applicant conducted an in-person neighborhood meeting on September 21, 2022 as required by the nonconforming zone boundary amendment process, prior to formal filing of this application. All owners within 1,500 feet of the project site were notified about the meeting. There were 7 attendees present at the meeting for this item. The attendees had questions on wall heights and building pad elevations. The applicant states that there was interest in expanding the site and adding more residential units as opposed to more commercial uses. In addition, the attendees were pleased to see the development would be for sale townhomes as opposed to rental apartments. The applicant states that attendees did have concerns about proposed density, size of rear yards, and parking arrangements.

Site Plans

This request is for a nonconforming zone change to reclassify approximately 2 acres to an R-3 (Multiple Family Residential) Zone for a proposed attached (townhouse) planned unit development. The plans depict an attached single family residential development consisting of 31 residential lots with a density of 15.5 dwelling units per acre. The development consists of townhouse dwellings that will be under separate ownership and that are attached to 1 or more dwellings on opposite sides of the structure. Overall, lots range in size from 1,328 square feet up to 2,625 square feet.

The proposed development features a total of 8 buildings, made up of 3 plex, 4 plex, and 5 plex buildings designed around 38 foot and 29 foot wide private streets. The street network consists of 3 main drives that form a "C" shape around the center of the project. The townhomes are designed with garages facing the private streets except for a 5 plex building in the northeast corner of the site that will face Inspiration Drive. The development will be served by a single point of ingress/egress to the east from Inspiration Drive. A network of 6 common open spaces is located throughout the development. Parking will consist of 47, one and 2 car garage parking for residents along with 13 driveway spaces. The development also provides on and off-street parking for visitors. Visitor parking is provided in the center of the development in a common area with a total of 9 parking spaces provided, while 5 on-street parking is primarily provided along Inspiration Drive and within certain points within the development's streets.

Approximately 14 parking spaces are shown for the visitors and 60 parking spaces are provided for the residents.

Per Title 30, many of the development standards for planned unit developments are established by a use permit process based on the plans that are approved for the project by the Board of County Commissioners. The minimum setbacks and height for each of the townhouse units are the following:

- Front face of garage - 5 feet (from the edge of the private street)
- Front living area (second story) - 5 feet
- Side street (corner) yard - 5 feet
- Interior side yard - 10 feet between buildings; zero feet between units
- Rear living area - 9 feet
- Rear courtyard/patios - 7 feet
- Perimeter - **5 feet (previously 4 feet)**
- Height - 26 feet, 1.5 inches

The plans indicate that an increase in grade to 23 inches is required due to typical grading constraints. The increased fill will be generally located along the northern and western portions of the site along with the central portions of the site.

Landscaping

Street landscaping consists of a 15 foot wide area, which includes a 5 foot wide detached sidewalk along Inspiration Drive and will be contained in a community maintained easement. Within these landscaping strips, African Sumac Mesquite (*Rhus Lancea*) trees are provided between every 15 feet and 82.5 feet on center in the landscaping strip behind the sidewalk due to sight visibility zones and design constraints. Along the northern property line, there is a 135 foot long, **5.5 foot wide (previously 5 foot wide)** landscape buffer, also contained within a community maintained easement, with trees shown 20 feet on center in the central portion of the site. Internal to the site, a network of 6 common open space areas is located throughout the development, which will include on-site pedestrian paths and additional amenities. The development requires 7,797 square feet of open space where 8,095 square feet of open space is provided.

Elevations

The plans depict 3 plex, 4 plex, and 5 plex residential units with 2 different elevations. The different elevation styles mainly differ in the colors used with the "A" elevation primarily featuring grey tones and the "B" elevation featuring beige and similar desert tones. The units will be 2 stories with a maximum height of 26 feet 1.5 inches and feature pitched, asphalt shingle roofs (height is established with the use permit). All units feature consistent and unified architecture throughout the exterior design of the buildings. The building materials generally consist of stucco and stone veneer accents, which include horizontal and vertical articulation on all elevations. Decorative window variations and trimming are featured on all elevations, in addition to wrought iron railings utilized for the patio decks. Additionally, design variations have been incorporated into the overall design of the garage doors.

Floor Plans

The plans depict 3 bedroom units with 2 different floor plans that range from 1,415 square feet to 1,480 square feet. The first floor of every unit will contain a garage with the smaller/middle units containing a car garage and the larger/end units containing a 2 car garage. The first floor of all units primarily contains the living space and kitchen areas, while the second floor contains the bedroom areas.

Applicant's Justification

The applicant states the subject property will serve as a transitional land use between the commercial properties to the south and west and the less dense, R-2 (Medium Density Residential) zoned residential developments to the north. In addition, this development is similar to other R-3 zoned townhome developments approved within Clark County. The proposed project will have less impacts on the area than the approved land use of Corridor Mixed-Use. It will generate less traffic and have a similar use (dwellings) as most of the area to the north.

According to the applicant, the waivers of development standards are appropriate since the development is like other attached developments despite the overall size of the development. The applicant indicates that the reduction in the width of the driveway and parking spaces should not impact the functionality of the project, as the site has been designed to maintain safe maneuverability. Additionally, the applicant states the reduced setbacks should not be an issue as the buildings have been designed with attractive features on all sides and a landscape buffer has been provided along the north property line.

Prior Land Use Requests

Application Number	Request	Action	Date
VS-0038-17	Vacated and abandoned a portion of a cul-de-sac in the northwest corner of the site - recorded	Approved by BCC	April 2017

Surrounding Land Use

	Planned Land Use Category	Zoning District (Overlay)	Existing Land Use
North	Corridor Mixed-Use	R-2	Single family residential
South & East	Corridor Mixed-Use	H-2	Undeveloped
West	Corridor Mixed-Use	C-2	Retail building

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

Related Applications

Application Number	Request
VS-23-0886	A vacation and abandonment of government patent easements and right-of-way is a companion item on this agenda.
TM-23-500188	A tentative map for a 31 lot attached single family residential subdivision map 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

Zone Change

The applicant shall provide Compelling Justification that approval of the nonconforming zoning boundary amendment is appropriate. A Compelling Justification means the satisfaction of the following criteria as listed below:

- 1. A change in law, policies, trends, or facts after the adoption, readoption or amendment of the land use plan that have substantially changed the character or condition of the area, or the circumstances surrounding the property, which makes the proposed nonconforming zone boundary amendment appropriate.*

According to the applicant, this area has seen many new developments recently, both residential and commercial. Immediately to the north and east of the subject parcel, a single family residential subdivision and a multiple family residential complex were constructed in 2019 on portions of land previously zoned C-2 (General Commercial). The land to the south of the site is zoned H-2 (General Highway Frontage) and is unlikely to see development that would be compatible with the density of the existing homes to the north. Staff believes that the proposed development will offer an appropriate buffer against future higher density uses while maintaining compatibility with the existing developments.

Staff concurs that the proposed development would serve as an effective transitional use between the commercially zoned properties to the west and along Blue Diamond Road and the residential developments to both the north and east. Staff finds that residential uses are the primary use found beyond the commercial uses found along both Blue Diamond Road and Rainbow Boulevard, and there are several nonconforming single family and multiple family projects that were approved within the immediate area indicating a trend toward residential uses in the area.

- 2. The density and intensity of the uses allowed by the nonconforming zoning is compatible with the existing and planned land uses in the surrounding area.*

According to the applicant, the project will provide attached single family residential homes that act as a buffer between the existing lower density homes to the north and the more intense commercial development to the west and any future developments to the south. This project meets the intent of a balanced land use plan and encourages an orderly development pattern with an appropriate spatial distribution of land uses that complement each other.

Staff finds that the density of the proposed development is similar to those nonconforming residential developments that were previously approved within the area with the density of those developments being between 6 and 15 dwelling units per acre. In addition, staff concurs that such uses such as attached single family residential and low density multiple family residential are appropriate buffers between lower density residential developments and commercial

developments, and that the proposed development is in character with the nature of the surrounding neighborhood.

3. *There will not be a substantial adverse effect on public facilities and services, such as roads, access, schools, parks, fire and police facilities, and stormwater and drainage facilities, as a result of the uses allowed by the nonconforming zoning.*

The applicant states the project is not anticipated to have any adverse effects on services and facilities. Staff can agree that the proposed development is similar in scale to the single family detached development to the north and the multiple family development to the east and should not have any additional impact beyond what occurred with those developments. With that said, all such developments do have impacts and residential developments can be more intense regarding impacts to services such as schools, police, and healthcare compared to commercial uses.

4. *The proposed nonconforming zoning conforms to other applicable adopted plans, goals, and policies.*

According to the applicant, the proposed project conforms to some of the design goals and policies established in the Master Plan. The proposed zoning is consistent with both Policy 1.1.1. and Policy 6.1.3, encouraging a mix of housing types and neighborhoods with varied density and intensity. The proposed zoning category will provide an opportunity for development to occur at a greater intensity, with varied housing options, while still being compatible with the adjacent land uses. The proposed subdivision will also provide a transition with an appropriate density, with homes of similar height to the already developed areas.

Staff agrees that the proposed attached single family residential development supports several of the policies found within the Master Plan. Staff finds that the proposed development supports Policy 1.1.1 by providing a housing model that is unique for both the area, but for the Las Vegas Valley as whole, as well as Policy 1.1.2, which encourages concentrating higher density housing along major roads such as Blue Diamond Road. Staff also finds that the project supports Policies 1.4.4 and 1.4.5, which encourage in-fill type developments while providing for appropriate transitions between uses. Additionally, Staff also concurs with the applicant that the proposed project complies with Policy 6.1.3, which encourages a mix of densities based on the characteristics of the surrounding community. Staff finds that the proposed development helps to serve as the middle ground in terms of density given the higher density multiple family residential development to the east and the lower density single family residential development to the north.

Summary

Zone Change

Staff finds that there is a trend toward changing the character of this area towards higher density residential developments which makes this request appropriate. The density and intensity of the proposed project are consistent and compatible with existing and planned developments in this area. The proposed project will not have any adverse effect on public services or facilities in this area beyond what similar developments in the area have caused. The proposed project complies

with several goals and policies within the Master Plan. Staff finds the applicant has provided a Compelling Justification to warrant approval of the nonconforming zone boundary request.

Use Permit

A special use permit is considered on a case by case basis in consideration of the standards for approval. Additionally, the use shall not result in a substantial or undue adverse effect on adjacent properties, character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety, and general welfare; and will be adequately served by public improvements, facilities, and services, and will not impose an undue burden.

A planned unit development (PUD) is intended to maximize flexibility and innovation in residential developments by utilizing area sensitive site planning and design to achieve a desirable mixture of compatible land use patterns that include efficient pedestrian and vehicular traffic systems, streetscapes, and enhance residential amenities. The design of the project is not a typical single family residential development; however, the standards for planned unit developments allow flexibility in design to provide for innovative and unique development options. To mitigate the impact of the proposed structures, the buildings are designed with variations in height, roof pitch, landscaping, and other enhancements. Staff finds the proposed development provides an appropriate land use transition to the existing residential development and commercial land uses within the immediate area. For these reasons, staff can recommend approval of the use permit.

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

The request to reduce the overall area of the PUD is due to the in-fill nature of the project which makes use of 2 smaller parcels resulting in the reduced gross acreage of the project site. While staff finds that the applicant could have found properties that both have conforming zoning and are above the required 5 acre minimum, the applicant has taken design actions which assure the density is like the surrounding area and the design of the project is similar to other townhouse developments and those residential developments in the area. Staff finds that the reduction, while significant, does not impact the functionality, density, nor safety of the site and can; therefore, recommend approval of this request.

Waiver of Development Standards #2

The purpose of reviewing reductions in the size of parking space dimensions is to assure that the provided space is safe and is sufficiently able to accommodate vehicles in the provided space. Staff finds that the reduced parking spaces are only founded in relation to the 1 car driveways.

Most vehicles that would be found using the 1 car driveways would be between 5 feet to 6 feet wide and the driveways where this reduction is found are at least 20 feet long. As a result, staff finds that the average car or pick-up truck would be able to fit in the driveway and with the appropriate length does not create a safety hazard. For these reasons, staff can support this request.

Waivers of Development Standards #3 & #4

Staff finds the proposed residential setback reductions will have minimal to no impact on this development and will be primarily internal to the site. In addition, the areas where setbacks are reduced in the interior are similar to other townhouse developments within the County. Staff also finds that the reduced setbacks help to create a rowhouse feel that combined with sidewalks produces a more walkable community. In terms of the perimeter setback reduction, the **5 foot (previously 4 foot)** setback reduction is only required in the northwest portion of Lot 1 in the northeast corner of the site, otherwise all other lots have at least a setback to the perimeter of 9 feet or more. While a 9 foot reduction would still require a waiver of development standards, this reduction is minor and is buffered by the decorative walls along the perimeter of the project. The same can be said for the reduction to **5 feet (previously 4 feet)** at Lot 1 where a decorative wall is present along with landscaping found within the front yard and the landscaping strip found along the northern property line creating a sufficient buffer. For these reasons, staff can support these requests.

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.

Architectural enhancements are provided on all sides of the proposed residences. Staff finds that the design of the residences complies with Policy 1.3.1 of the Master Plan, which promotes projects that provide varied neighborhood design and/or innovative architecture that includes varied setbacks from residences to front property lines, varied rooflines, and/or architectural enhancements on all sides. Staff finds the design of the proposed development is effective for both pedestrian and vehicular safety and is compatible with the surrounding residential and commercial development within the area. Additionally, staff finds that the use of 2 story buildings help make the development compatible with the developed detached single family homes to the north and similar to the multiple family building to the east. Overall, staff finds that design of the site is comparable to similar developments and the on-going development in the area and will serve as an adequate buffer between the nearby commercial and residential uses. For these reasons, staff can support this request.

Public Works - Development Review

Waiver of Development Standards #5a

Staff has no objection to the reduction of residential driveway widths. The extra space between each driveway should provide more visibility.

Waiver of Development Standards #5b

Staff has no objection to the reduction in the distance from the driveway to the property line. The applicant provided open space to act as a buffer between each of the unit blocks to minimize hazards for drivers traveling through the site and exiting their garages.

Waiver of Development Standards #6

Staff has no objection to allowing a flush curb/zero curb and an inverted crown on the private streets within the proposed subdivision. The applicant must show and provide evidence that this request will not be detrimental to the subdivision.

Staff Recommendation

Approval. This item has been forwarded to the Board of County Commissioners' meeting for final action.

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.

STAFF CONDITIONS:

Southern Nevada Health District (SNHD) - Engineering

- Applicant is advised that there are active septic permits on APNs 176-23-101-021 and 176-23-101-022; to connect to municipal sewer and remove the septic systems in accordance with Section 17 of the SNHD *Regulations Governing Individual Sewage Disposal Systems and Liquid Waste Management*; and to submit documentation to SNHD showing that the systems have been properly removed.

PLANNING COMMISSION ACTION: March 5, 2024 – APPROVED – Vote: Unanimous
Comprehensive Planning

- Resolution of Intent to complete in 4 years;
- Street setback reduction will apply to private streets only;
- Perimeter setback reduction to be 5 feet;
- 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 final zoning inspection.
- Applicant is advised that the County has adopted a rewrite to Title 30 effective January 1, 2024, and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; 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;
- Full off-site improvements.

Fire Prevention Bureau

- May not be able to support current design due to inadequate street widths and fire access lanes, 29 foot street widths are not adequate;
- Where parallel parking is permitted on both sides of the Fire Apparatus Access Road, the minimum clear width of the Fire Apparatus Road shall be 36 feet (10,972 mm), measuring 37 feet (11,277 mm) from back of 105.7.11, 105.7.17, 105.6.15, and 106.35 6 7/12/2013 curb to back of curb for L-curbs and 39 feet (11,887 mm) from back of curb to back of curbs for roll curbs;
- Provide a Fire Apparatus Access Road in accordance with Section 503 of the International Fire Code and Clark County Code Title 13, 13.04.090 Fire Service Features.
- Applicant is advised that fire/emergency access must comply with the Fire Code as amended; to show fire hydrant locations on-site and within 750 feet; and that fire protection may be required for this facility and to contact Fire Prevention for further information at (702) 455-7316.

Southern Nevada Health District (SNHD) - Engineering

- Applicant is advised that there is a permitted septic permit on APN 176-23-101-022; to connect to municipal sewer and remove the septic system in accordance with Section 17 of the SNHD Regulations Governing Individual Sewage Disposal Systems and Liquid Waste Management; and to submit documentation to SNHD showing that the system has been properly removed.

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 and reference POC Tracking #0399-2023 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

TAB/CAC: Enterprise - approval of the zone change, use permit, and waivers of development standards #1 and #6; denial of waivers of development standards #2 through #5 and the design review.

APPROVALS:

PROTESTS: 1 card

APPLICANT: EDDIE DUENAS

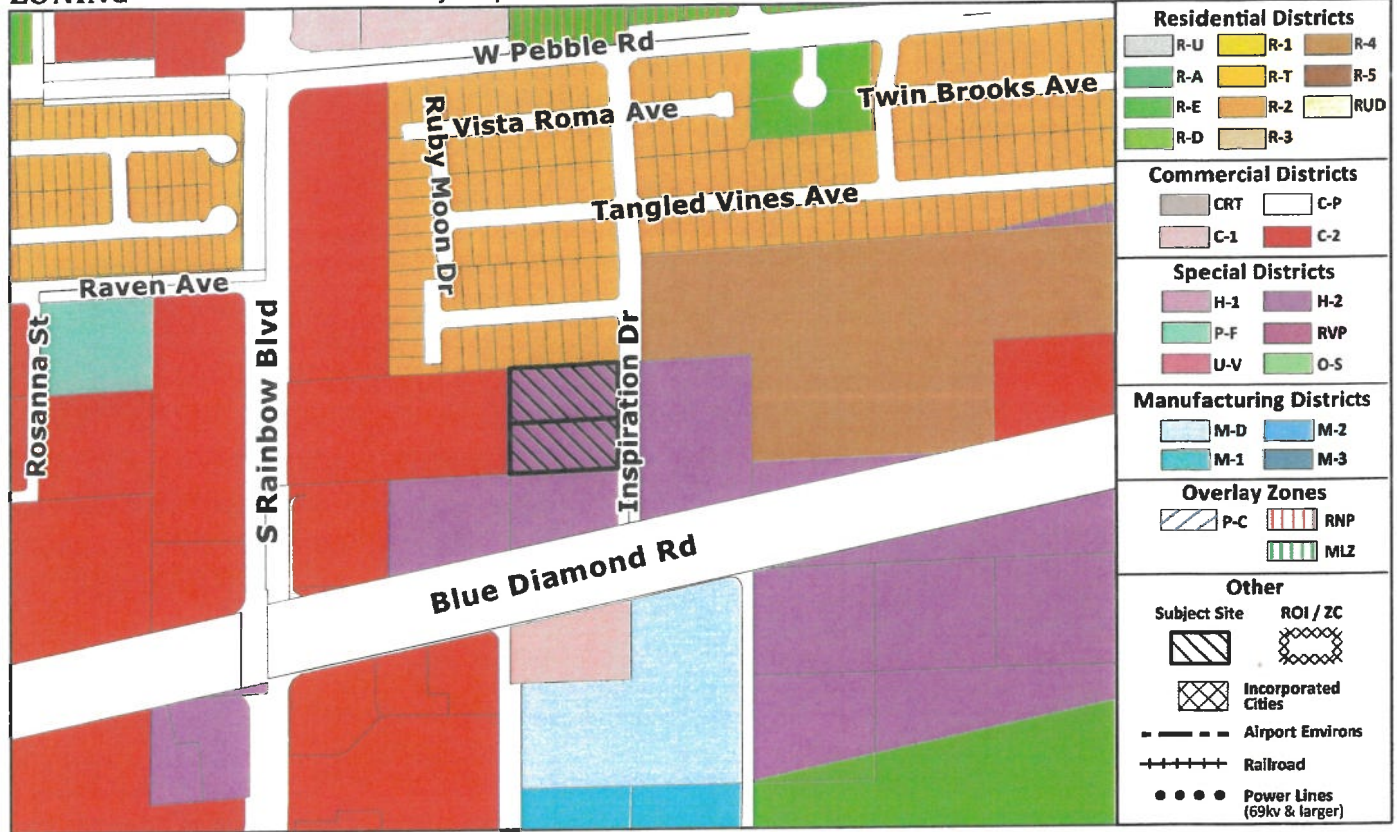
CONTACT: TANEY ENGINEERING, 6030 S. JONES BOULEVARD, LAS VEGAS, NV 89118

Commission Agenda Map

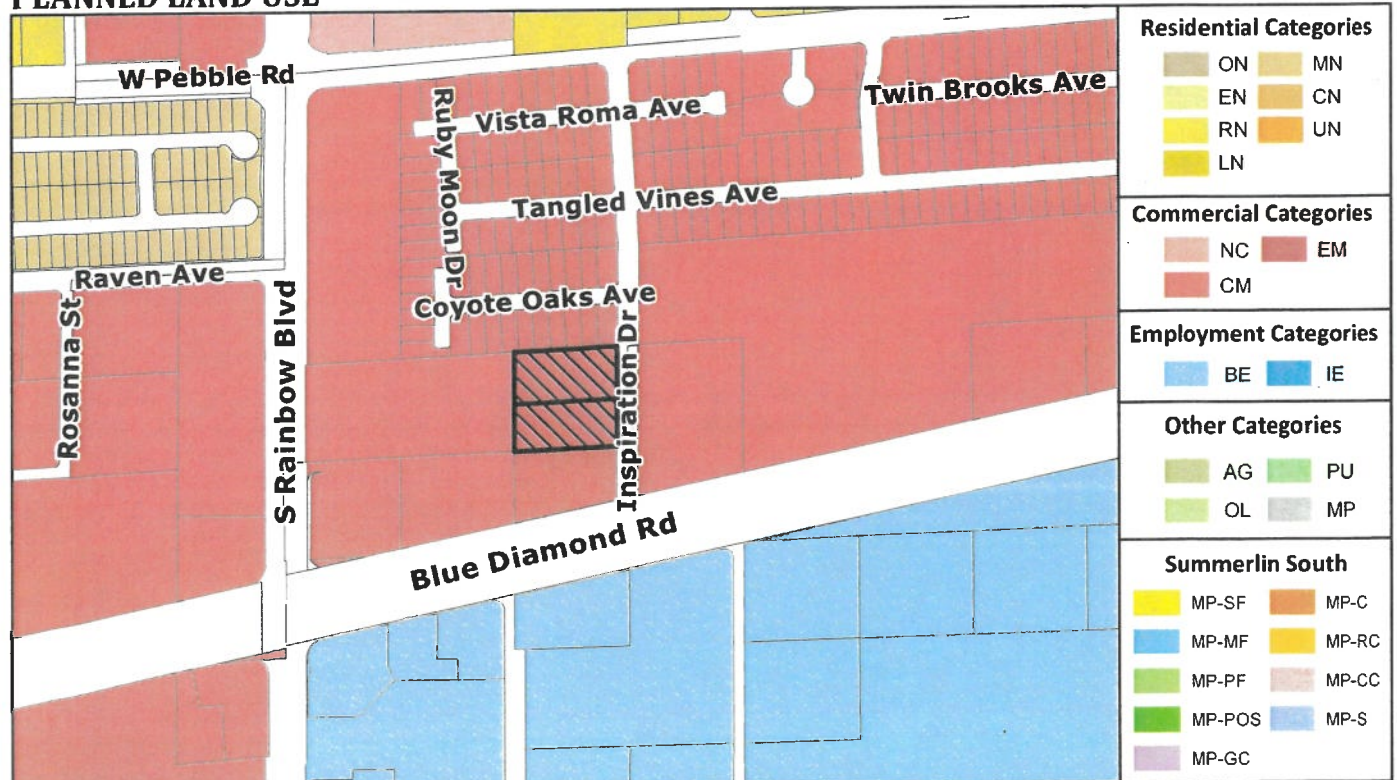
NZC-23-0885

Clark County Department of Comprehensive Planning, Clark County, Nevada

ZONING



PLANNED LAND USE



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

Subject Parcel(s)
17623101022
17623101021



0 125 250 500 Feet
Map Created on 1/17/2024

