

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

Petitioner: Sami Real, Director, Department of Comprehensive Planning

Recommendation: ORD-25-900756: Introduce an ordinance to consider adoption of a Development Agreement with 46 8 Acre Investors LLC and South Valley Investors LLC for a multi-family development, South Valley Apartments Project, on 19.48 acres, generally located west of Las Vegas Boulevard South and south of Erie Avenue within Enterprise. MN/ja (For possible action)

FISCAL IMPACT:

None by this action.

BACKGROUND:

The Board of County Commissioners (Board) approved the South Valley Apartments Project, UC-24-0232, on August 7, 2024, consisting of 736 multi-family units. Conditions of approval of the application require the applicant/developer enter into a Development Agreement to mitigate the impacts of the project identified by the Board.

In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes (NRS), the Development Agreement must be approved by ordinance. Furthermore, in accordance with Title 30, the Board of County Commissioners may approve the Development Agreement (Agreement) if:

- (1) The issues identified in the Public Facilities Needs Assessment or RISE Report relating to this project have been adequately addressed;
- (2) A Development Agreement is a necessary and appropriate mechanism to implement the development of the project;
- (3) The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the Master Plan;
- (4) The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the property is located and all other provisions of this Title;
- (5) The Development Agreement is in conformity with the public convenience, general welfare and good land use practices;
- (6) The Development Agreement will not be detrimental to the public health, safety and general welfare;
- (7) The Development Agreement will not adversely affect the orderly development of property; and
- (8) The Development Agreement is consistent with the provisions of NRS 278.

Mitigation incorporated into the Agreement includes, but is not limited to, measures aimed at addressing impacts to public safety (fire) services, and park facilities. Documents are available for review in the Department of Comprehensive Planning, Current Planning division.

Staff recommends the Board set a public hearing for October 22, 2025.

Cleared For Agenda
10/08/25

BILL NO. _____

SUMMARY - An ordinance to adopt the Development Agreement with 46 8 Acre Investors LLC and South Valley Investors LLC for a multi-family development on 19.48 acres generally located west of Las Vegas Boulevard South and south of Erie Avenue within Enterprise

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH 46 8 ACRE INVESTORS LLC AND SOUTH VALLEY INVESTORS LLC FOR A MULTI-FAMILY DEVELOPMENT ON 19.48 ACRES GENERALLY LOCATED WEST OF LAS VEGAS BOULEVARD SOUTH AND SOUTH OF ERIE AVENUE 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 attached hereto with 46 8 Acre Investors LLC and South Valley Investors LLC, on approximately 19.48 acres for a multi-family development, generally located west of Las Vegas Boulevard South and south of Erie Avenue within the boundaries of 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.

PROPOSED on the _____ day of _____

INTRODUCED by: _____

PASSED on the _____ day of _____

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 _____

APNS: 177-32-701-004; 177-32-701-006
Please Return to: Jennifer Ammerman
Comprehensive Planning Department
1st Floor, Clark County Government Center
500 Grand Central Parkway
Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK, NEVADA

AND

46 8 ACRE INVESTORS LLC

AND

SOUTH VALLEY INVESTORS LLC

FOR THE

SOUTH VALLEY APARTMENTS PROJECT

ORD-25-900756

SOUTH VALLEY APARTMENTS PROJECT
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2025, by and between the County of Clark, State of Nevada (hereinafter referred to as the "**County**") and 46 8 Acre Investors LLC. and South Valley Investors LLC., Nevada Corporations (hereinafter referred to as the "**Owner**" or "**Owners**" of the Subject Property described on **Exhibit "A"** attached hereto and incorporated herein by reference). The County and the Owners are sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**".

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) "**Acquisition Cost**" means costs including but not limited to attorney fees, court costs, witness fees, expert fees, acquisition and purchase amounts, closing costs and title insurance.
- (b) "**ADA**" means Americans with Disabilities Act, 42 U.S.C. § 12131, et. seq.
- (c) "**Agreement**" has the meaning assigned to it in the first paragraph hereof and includes all exhibits attached hereto or incorporated by reference herein and all written amendments, which are subsequently approved by the Parties hereto.
- (d) "**Applicable Rules**" means the specific codes, 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 and modified 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 portions of Title 30 of the Code, which are attached as Exhibit "B", subject to the following:
 - (1) The zoning or land use established by the Land Use Approvals will not be amended or modified during the term of this Agreement without the Owner's prior written approval; and
 - (2) The Chapters of Title 30 of the Code set forth in Exhibit "B" shall be locked in for the term of this Agreement to the extent those chapters do not involve fees, monetary payments, submittal requirements, review procedures prescribed by ordinance and uniformly applied throughout the County, or any provision of the Title 30 adopted by the County Commission relating to or referencing standards or specifications which have also been endorsed or adopted by the Southern Nevada Regional Planning Coalition, Regional Transportation Commission, the Southern Nevada Water Authority or CCRFCD and which are uniformly applied throughout the County. The Owner agrees to be subject to all such fees and monetary payments

prescribed by ordinance as adopted or amended from time to time throughout the duration of this Agreement.

- (e) **“CCRFCFCD”** means the Clark County Regional Flood Control District.
- (f) **“Code”** means the Clark County Code, including all rules, regulations, standards, criteria, manuals and other references as amended and modified from time to time subject to Section 1.01(d)(2).
- (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 of the County of Clark, State of Nevada.
- (i) **“County Master Plan”** means the comprehensive plan adopted by the Planning Commission of Clark County and County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use and development guides and elements that are applicable to the Subject Property.
- (j) **“Developer”** means the Owner, or a person or company, and its respective successors and assigns, as the developer of the land constituting the Subject Property.
- (k) **“Development Agreement Ordinance”** means Chapter 30.06.08 of the Code and any other Chapters of the Code that are relevant to this Agreement.
- (l) **“Effective Date”** means the date on which the Ordinance approving this Agreement becomes effective.
- (m) **“Force Majeure”** means war, acts of terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, epidemic/pandemic, or acts of God.
- (n) **“Improvements”** means private or public facilities that may include, but are not limited to, roadway, fire hydrants, sidewalks, curbs, gutters, pavement, gravel, aggregate base, streetlights, street name signs, traffic signals and signs, pavement markings, other applicable traffic control devices, survey monuments, flood control and drainage facilities which are required by the County in direct connection with and as part of the development and use of the Project.
- (o) **“Land Use Approvals”** means land use applications approved by the County, including approvals or waivers subsequent to this Agreement, and all applicable conditions for the Project, including without limitation those approvals and conditions of **UC-24-0232**; the Agenda Sheet and Notice of Final Action are attached hereto as Exhibit “C” and incorporated herein by this reference.
- (p) **“LVMPD”** means the Las Vegas Metropolitan Police Department.

- (q) **“Master Transportation Study”** means a transportation study prepared by Developer for the Project and submitted to and approved by the County which includes any and all addendums acceptable to the County and all comments by the County, NDOT, if applicable, and other public entities.
- (r) **“NDOT”** means Nevada Department of Transportation.
- (s) **“NRS”** means the Nevada Revised Statutes, as amended.
- (t) **“Occupancy Permit”** means a final occupancy permit or certificate of occupancy issued by the County.
- (u) **“Owner”** and **“Owners”** means 46 8 Acre Investors LLC and South Valley Investors LLC and its respective successors and assigns, as the owner of the land constituting the Subject Property.
- (v) **“Project”** means the South Valley Apartments Project to be constructed on the Subject Property and the proposed development of the Subject Property as described in the Land Use Approvals and this Agreement. The Owner shall have the right to change the name of the Project in its sole discretion.
- (w) **“Subject Property”** means that certain real property, which the Owner owns or has the right to acquire generally located south of Erie Avenue and west of Las Vegas Boulevard South in Enterprise, more particularly described in Exhibit “A”.
- (x) **“Temporary Occupancy Permit”** means a temporary or partial certificate of occupancy issued by the Clark County Building Department for the use of a portion or portions of a building or structure prior to the completion of the entire building or structure.
- (y) **“Term”** means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.
- (z) **“Traffic Impact Analysis”** means a transportation study prepared by Owner for the Project submitted to and approved by the County that includes any and all addendums acceptable to the County and all comments by the County, NDOT, if applicable, and other public entities.

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 and, pursuant to NRS Chapter 278, to establish long range plans for the development of such property.

- (b) **Ownership Interest.** The Owner represents that it has fee title ownership or has the right to acquire fee title to 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 the Owner's application seeking approval of the form of this Agreement and the execution hereof by the County. After the public hearing, the County Commission found that this Agreement is consistent with the County's plans, policies and regulations, including the County Master Plan, that this Agreement meets the requirements of Title 30 of the Code, and 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. The 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 to better 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 ensure attainment of the maximum efficient utilization of resources within the County at the least economic cost to its citizens and otherwise achieve the goals and purposes of the Code and County Master Plan. In exchange for these and other benefits to the County, the Owner will receive the assurance that it may develop the Project during the Term in accordance with the Applicable Rules, subject to the terms and conditions herein contained.
- (e) **Owner Intent.** In accordance with the legislative intent evidenced by NRS chapter 278 authorizing development agreements and the intent of the County in adopting an ordinance allowing development agreements, the Owner wishes to obtain reasonable assurances that they may develop the Project in accordance with the conditions established in this Agreement. The Owner acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time and in order to develop the Subject Property. The Owner is willing to enter into this Agreement in order to provide certain public services, facilities and infrastructure necessitated by the development of the Project. The 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 Land Use Approvals. The Owner's decision to commence the Project is based on the expectation of proceeding with the Project to completion.

- (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 are the unavailability of water or other limited natural resources, regulation of air and water quality, and similar conditions. The Owner recognizes that water shortages could affect the County's ability to perform its obligations hereunder. It is not the intent of the Parties nor shall this Section be construed as excusing the County of any obligation hereunder or depriving the Owner of any right under this Agreement which can be performed.
- (g) **Provision of Water and Sewer Service.** The 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. 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 does not in any way guarantee or provide a right for the provision of water and sewer services nor are any fees and services for water or sewer service established and/or waived here.

- 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, this Agreement must describe the land which is the subject of this Agreement and specify the duration of this Agreement, the permitted uses of the land, the density or intensity of its use, the maximum height and size of the proposed buildings and any provisions for the dedication of any portion of the land for public use. Subject to the conditions and requirements of the Applicable Rules and the Land Use Approvals, the County agrees that the Project may be developed and constructed pursuant to the parameters set forth in the Land Use Approvals and this Agreement.

SECTION 3 DEVELOPMENT OF THE PROJECT

- 3.01 **Time for Construction and Completion of the Project; Project Phasing.** Subject to the conditions of the Land Use Approvals and terms of this Agreement, the Owner shall have complete 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.
- 3.02 **Reliance on Land Use Approvals and Applicable Rules.** To the maximum extent permissible under applicable law, the County hereby confirms and agrees Owner has the right to develop, construct, and complete the Project in accordance with the uses and densities set forth in the parameters of the Land Use Approvals subject to the terms and conditions of this Agreement, the conditions of the Land Use Approvals, and the Applicable Rules and subject to Owner's infrastructure and monetary obligations described in this

Agreement, without interference by the County, except as provided herein. In the event Owner seeks to obtain additional zoning or land use approvals to increase the intensity of the Project on the Subject Property, or to locate a facility necessitated by the Project on another property such as a parking facility, then the County at its option, may require additional land use approvals and/or an amendment to this Agreement to address the impacts, if any, caused by the increase in intensity of the Subject Property, or new use of another property.

- 3.03 **Air Quality Conformity.** The Owner acknowledges the County has adopted an air quality plan and the Owner agrees to comply with all applicable provisions thereof, including any state and federal rules and regulations.
- 3.04 **Dust Mitigation.** The Owner will comply with all dust mitigation requirements and the Owner will notify the contractors for the Project of the applicable rules of the County Department of Environment and Sustainability with respect to dust mitigation and will require compliance therewith.
- 3.05 **Water Conservation.** The Owner agrees to provide for water conservation in the Project. The Owner agrees to design any open space using the best available commercially reasonable water conserving techniques, including but not limited to, proper soil preparation and water conserving irrigation systems and equipment. Notwithstanding any other provision in this Agreement, the Owner agrees to comply with the Code as amended from time to time with respect to landscaping adjacent to public streets, or water conservation measures.
- 3.06 **Temporary Storm Water Construction Permit.** If applicable, the Owner agrees to comply with and require its contractors within the Project to comply with the requirements for a temporary Storm Water Construction Permit issued from the Nevada Division of Environmental Protection.
- 3.07 **Update and Amendments.** In the event an Amendment is required pursuant to Section 3.02 of this Agreement, the Amendment shall be completed and executed by all Parties prior to the issuance of any building permits for the additional development that triggers the need for the Amendment. Additionally, if an Amendment is required, the County may require the Owner to provide updated studies, including but not limited to updating the following: Traffic Impact Analysis, drainage study, master fire protection plan and other studies that were required for submittal in the original consideration of the Project.
- 3.08 **Property Dedications.** All property required to be dedicated pursuant either to this Agreement, the Code, Land Use Approvals, Traffic Impact Analysis, a drainage study, the master fire protection plan or other studies, and any update thereto, if required by the County for the Project shall be conveyed to Clark County in fee simple absolute in a form acceptable to the County at no cost and expense to the County and shall be free of all liens, restrictions, encumbrances, covenants, unless specifically agreed to in writing by the County in a separate document. In instances where easements are specifically requested by the County, the easement must be acceptable to the County at no cost and expense to the County and shall be free of all liens, restrictions, encumbrances, covenants, and or conditions unless specifically agreed to in writing by the County in a separate document. In the case of a fee dedication or easement, the County in its sole discretion shall determine whether or not a

lien, restriction, encumbrance, covenant, and or condition are acceptable. For either a fee dedication or an easement, the Owner shall be responsible to pay for all surveys, title reports, document preparation, title insurance, and transfer fees. The Owner shall only be required to dedicate property as required by this Agreement, Land Use Approvals, Applicable Rules, Traffic Impact Analysis, drainage study, master fire protection plan and other studies and updates required by the County for the Project. Dedications required for NDOT shall conform to the same standards as set forth above except that title will be held by the State of Nevada.

SECTION 4 PUBLIC FACILITIES

- 4.01** **Southwest Las Vegas Valley Public Facilities Needs Assessment Area.** Owner agrees that prior to issuance of any building permit for a multi-family dwelling 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.

<i>CHART 4.01-A PUBLIC FACILITIES CHART</i>			
Type Of Development	Infrastructure Category		Total Per Unit
	Parks	Public Safety	
Multi-Family Dwelling Unit (per dwelling unit)	\$ 627.58	\$ 1,040.11	\$ 1,667.70

- 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** **Fire Fighting Equipment.** Owner shall pay an additional \$152,788.62 (one-time payment), as a contribution towards fire apparatus (a fire truck, fire engine or fire rescue/ambulance) except as modified by Section 5.06, prior to the issuance of the first building permit for a multi-family dwelling.
- (a) **County Fire Service Discretion.** Notwithstanding the contributions and obligations of the Owner as set forth above, the Owner acknowledges and agrees that the County has the sole discretion to locate, manage and operate the facilities/improvements, equipment, and further understands and agrees that the County at its

sole discretion may relocate, rearrange or shift, improvements, equipment, and contributions made by the Owner in the interest of public safety and efficient management of resources. The Owner further understands and agrees that the contributions and obligations of the Owner set forth herein do not entitle the Owner to a priority emergency response over any other emergency response.

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) month period during the Term, the Owner shall provide and the County shall review in good faith, a report submitted by Owner documenting the extent of Owner's and the 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. The County and Owner shall be permitted an opportunity to be heard before the County Commission regarding their performance under this Agreement in the manner set forth in this Agreement.

5.02 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 stating the reason for noncompliance and any action necessary to correct the noncompliance. Courtesy notices shall be delivered by registered mail to the address provided in Section 7.07 of this Agreement. If after thirty (30) days of the date the courtesy notice is sent the noncompliance is not corrected to the satisfaction of the complaining Party, the Party alleging noncompliance shall deliver in writing a notice of default by registered mail to the address provided in Section 7.07 of this Agreement. The timing of the notice of default shall be measured from the date of the registered mailing of such notice. The notice of default shall include the Section of this Agreement alleged to be violated, the nature of the alleged default and, where appropriate, the manner and period of time in which it may be satisfactorily corrected. During the period of time the notice of 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 after thirty (30) days or such greater time specified in any notice of default, the following procedures shall apply:

(a) County Procedures.

1. **Hearing Scheduled.** 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 County Commission zoning agenda. The letter shall notify the Owner of the action taken and shall give the Owner at least seven (7) business days notice to correct the default before the matter is scheduled for a hearing. The County shall notify the Owner of the hearing by sending notice of the

hearing date at least seven (7) business days before the hearing date by registered mail. The letter notifying the Owner of the hearing shall contain the intended hearing date.

2. **Review by County Commission.** Following consideration of the evidence present before the County Commission and a finding that a default has occurred by the Owner and the default remains uncorrected, the County Commission may authorize the suspension of any or all permits and inspections within the Project or may amend or terminate this agreement. Termination shall not in any manner rescind, modify, or terminate any Occupancy Permit issued on or before the date of the termination. The Owner shall have twenty-five (25) days after the date notice of the County Commission's decision is filed with the County Clerk, Commission Division, to institute legal action pursuant to Sections 5.04 hereof to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.

(b) **Owner Procedures.**

1. **Request for Review by County Commission.** After proper notice and the expiration of the above-referenced periods for correcting the alleged default, the 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 County Commission zoning agenda.
2. **Decision by County Commission.** Following consideration of the evidence presented before the County Commission and a finding that a default has occurred by the County and remains uncorrected, the County Commission shall direct County staff to correct the default. Owner shall have twenty-five (25) days after the date that a notice of the County Commission's decision is filed with the County Clerk's Commission Division to institute legal action pursuant to Section 5.04 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 proceedings which it may deem necessary to protect, assert, or enforce any of its rights or remedies.

- (d) **Notices.** All notices provided for herein shall be sent to the addresses provided in Section 7.07 of this Agreement.

- 5.03 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 any Force Majeure event, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than the 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 the County within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the County within ten (10) 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 the County and the Owner.
- 5.04 Institution of Legal Action.** The County and Owner agree the County would have not entered into this Agreement if it were liable for, or could be liable for damages under or with respect to this Agreement. Accordingly, Owner may pursue any remedy at law or equity available for breach, except that the County shall not be liable to Owner or to any other person or entity for any monetary damages whatsoever. 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 of review appropriate for the review of zoning actions. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing described in this Section. If a Party desires to present new or additional evidence to the Court, it 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.
- 5.05 Applicable Laws.** This Agreement shall be construed and enforced in accordance with the law of the State of Nevada.
- 5.06 Adjustments for Inflation.** In the event there is a delay in the payment of the contribution required in Section 4.03 of more than two (2) years from the date UC-24-0232 was granted approval, the amount of the contribution shall be adjusted for inflation. Each mitigation fee payment provided on or after August 7, 2026 (Adjustment Date) shall be adjusted for inflation equal to the change in the Consumer Price Index ("CPI") between the Adjustment Date and the date the payment is made, using the Consumer Price Index (CPI) US City Average, All Items. If the Parties are unable to agree to the adjusted amount, the matter may be set for a hearing before the County Commission, after notice is provided to the Owner. After the County Commission conducts a public hearing and considers the evidence presented, it may adjust the amount of the contribution to account for inflation.

SECTION 6 CONFLICTING LAWS

- 6.01 Conflicting State or Federal Laws.** 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.

- (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 or regulation 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.
- (b) **Modification Conferences.** The Parties shall, within thirty (30) 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 or enactment 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. The 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 5.04. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Local Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

SECTION 7 GENERAL PROVISIONS

7.01 Enforcement and Binding Effect. This Agreement is enforceable by either Party in accordance with its terms notwithstanding any change 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.

7.02 Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire ten (10) years from the Effective Date, upon expiration of the Land Use Approvals unless construction has commenced or upon receipt of an Occupancy Permit, whichever comes first. Notwithstanding the expiration or termination of this Agreement, the indemnity and defend and hold harmless provision set forth in Section 7.05 shall survive the term of this Agreement.

7.03 Assignment.

- (a) **Transfer Not to Relieve the Owner of its Obligations.** Except as expressly provided herein, a sale or transfer of all or any portion of the Subject Property shall not relieve the Owner of its obligations under this Agreement.
- (b) **Transfer to an Affiliate of the Owner.** In the event of a sale or transfer of all of the Owner's interest in the Subject Property to any one or more limited liability

companies, partnerships, corporations or other entities which the Owner controls or in which the Owner has a controlling interest or which controls the Owner, the rights of the Owner under this Agreement may be transferred or assigned, provided such entity assumes in writing all obligations of the Owner hereunder. The Owner or its affiliate shall provide copies of all sale, transfer, conveyance, and assignment documents to the County as part of its notice of such assignment. Such assignment shall relieve the Owner from its obligations under this Agreement.

- (c) **Third Party Assignment.** In the event of a sale or transfer of all of the Owner's interest in the Subject Property to any entity not affiliated with the Owner as provided in subparagraph (b) above, the rights and obligations of the Owner under this Agreement may be transferred or assigned to such third Party, provided such third Party assumes in writing all obligations of the Owner. The Owner or such third Party shall provide copies of all sale, transfer, conveyance, and assignment documents to the County as part of its notice of such assignment. The County's consent, which shall not be unreasonably withheld or delayed, to such assignment shall relieve the Owner from its obligations under this Agreement.
- (d) **Notice of Sale.** In the event of a sale, transfer or conveyance of all or any portion of the Owner's interest in the Subject Property, the Owner shall provide the County with written notice of such sale, transfer or conveyance. Notwithstanding the foregoing, no assignee or transferee shall be entitled to the benefits of this Agreement, including but not limited to the issuance of a building permit or Occupancy Certificate, if the obligations agreed to herein by the Owner have not been completed within the time periods and in the manner set forth herein.
- (e) **Financing Transactions.** The Owner has full discretion and authority to transfer, assign or encumber the Subject Property or portions thereof in connection with financing transactions, without limitation on the size or nature of any such transaction, the amount of land or other real property 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 the County.

7.04 Amendment 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 Indemnification. Except as expressly provided in this Agreement, the Owner shall indemnify, defend and hold harmless the County, its officers, agents, employees, and representatives from any claim, action, liability, loss, damage, cost, suit, judgment or expense, including fees and expenses for attorneys, investigators, and expert witnesses incurred by the County, arising from this Agreement, including but not limited to the following:

1. the development, construction or operation of the Project;
2. any personal injury, death or property damage;

3. any damages arising from any alleged inverse condemnation, construction delays or claims, interruptions or loss of business, or fines;
4. a challenge to the validity, legality, enforceability, performance or nonperformance of the terms of this Agreement;
5. any act, conduct or omission of the Owner, its successors, assigns, officers, employees, agents and volunteers, contractors and subcontractors; or
6. any action, approval, denial or decision of the County relating to this Agreement or the Project.

The Owner shall indemnify, defend and hold harmless the County, as set forth in this Section 7.05, even if the allegations, claims or causes of action are groundless, false or fraudulent. This Section 7.05 survives expiration, termination and/or completion of this Agreement.

Whether or not the Owner accepts the County's tender of defense under this Section 7.05, the County may elect at any time to hire its own attorneys to defend the County, its officers, agents, employees and representatives against any of the above claims. If the County exercises this election and thereafter pays any reasonable amount to compromise or settle a claim, the Owner remains subject to all indemnification obligations as set forth above in this Section 7.05 including, but not limited to, paying all fees and expenses for attorneys, investigators, and expert witnesses incurred by the County. Additionally, if the County or its officer, agent, employee, or representative is legally liable to the Party with whom any settlement is made and the amount paid is reasonable, the Owner is liable for reimbursement of the County for any amounts paid in discharge of the claim. The Owner agrees to pay, within thirty (30) days of receipt of billing(s) from the County and copies of invoices, statements or other evidence of the actual costs incurred by the County, all fees and expenses incurred by the County in defense of such claims in addition to those items listed above.

Notwithstanding the foregoing, Owner shall not be liable for, and shall not indemnify the County, its officers, agents, employees, and representatives from, any claim, action, liability, loss, damage, cost, suit, judgment or expense, including fees and expenses for attorneys, investigators, and expert witnesses incurred by the County, caused by the negligent or malicious acts of the 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 and the Owner of the Subject Property.

7.07 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 addressed as follows:

To County: COUNTY OF CLARK
 Department of Comprehensive Planning
 Clark County Government Center
 500 South Grand Central Parkway, 1st Floor

P.O. Box 551741
Las Vegas, NV 89155-1741
Attn: Director

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

To the Owner: 46.8 Acre Investors, LLC & South Valley Investors, LLC
1700 S Pavilion Center Drive #300
Las Vegas, Nevada 89135

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 and received on the day of personal delivery or the delivery date by overnight courier or mail is first attempted.

- 7.08 Entire Agreement.** This Agreement and any specific references to other agreements mentioned herein and all conditions imposed in the Land Use Approvals constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof.
- 7.09 Waivers.** All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the County or the Owner, as the case may be. 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 proceedings which it may deem necessary to protect, assert, or enforce any of its rights or remedies.
- 7.10 Recording Agreements.** Promptly after the Effective Date, an executed original of this Agreement shall be recorded with the Clark County Recorder. All amendments hereto must be in writing and signed by the appropriate officers of the County and the Owner in a form suitable for recordation with the Clark County Recorder. Upon the completion of performance of this Agreement or its earlier expiration, cancellation or termination, a statement evidencing such cancellation or termination signed by appropriate officers of the County and the Owner shall be recorded with the Clark County Recorder.
- 7.11 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.

- 7.12 **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. Unless otherwise expressly set forth herein, all references to “days” in this Agreement shall mean calendar days.
- 7.13 **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 carry into effect the original intention of the Parties.
- 7.14 **Voluntary Agreement.** The Owner acknowledges and agrees that it voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.
- 7.15 **Joint and Several.** If there are more than one Owner, they agree that they shall be jointly and severally liable to the County. If one Owner determines that it is not responsible for the alleged actions or inactions, then it must seek contribution and/or remedy against the other Owner and may not seek contribution or any other remedy from the County.
- 7.16 **Third-Party Beneficiary.** No person or entity other than those expressly named herein shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-Party beneficiary or otherwise.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written to be effective on the Effective Date of the ordinance approving this Agreement.

[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:

Jeffrey L. Canarelli
PRINT OWNER NAME

ENTITY NAME:

46.8 Acre Investors, LLC
PRINT ENTITY NAME

By:

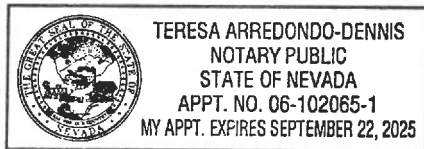
[Signature]
Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 11th day of September, 2025.

by Jeffrey L. Canarelli
(Printed Name of Document Signer)



NOTARY PUBLIC

[Signature]
Signature

OWNER:

Jeffrey L. Canarelli
PRINT OWNER NAME

ENTITY NAME:

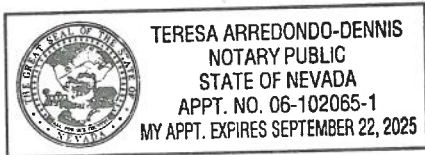
South Valley Investments, LLC
PRINT ENTITY NAME

By: [Signature]
Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 11th day of September, 2025,
by Jeffrey L. Canarelli
(Printed Name of Document Signer)



NOTARY PUBLIC

[Signature]
Signature

LIST OF ATTACHED EXHIBITS

- A SUBJECT PROPERTY**
- B APPLICABLE CHAPTERS OF TITLE 30**
- C AGENDA SHEET AND NOTICE OF FINAL ACTION**

EXHIBIT "A"
SUBJECT PROPERTY

Legal Description (177-32-701-006)

ALL OF PARCEL 2 AS SHOWN BY MAP THEREOF IN FILE 119, PAGE 52 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA, LYING WITHIN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.

CONTAINING 14.48 ACRES, MORE OR LESS.

BASIS OF BEARINGS

SOUTH 00°39'22" EAST, BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA AS SHOWN BY MAP THEREOF IN FILE 107, PAGE 36 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.

Legal Description (177-32-701-004)

Parcel One (1):

The Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of
Section 32, Township 22 South, Range 61 East, M.D.M., Clark County, Nevada.

TOGETHER WITH

The South Half (S 1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the
Northeast Quarter (NE 1/4) of Section 32, Township 22 South, Range 61 East, M.D.M., Clark
County,
Nevada.

TOGETHER WITH

The North Half (N 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of the
Northeast Quarter (NE 1/4) of Section 32, Township 22 South, Range 61 East, M.D.M., Clark
County,
Nevada.

EXCEPTING THEREFROM all State and County roads.
Assessor's Parcel No.: 177-32-501-002

Parcel Two (2):

The Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of
Section 32, Township 22 South, Range 5-1 East, M.D.M., Clark County, Nevada.

TOGETHER WITH

The South Half (S 1/2) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of the
Northeast Quarter (NE 1/4) of Section 32, Township 22 South, Range 61 East, M.D.M., Clark
County,
Nevada.

TOGETHER WITH

The South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of
Section
32, Township 22 South, Range 61 East, M.D.M., Clark County, Nevada.

EXCEPTING THEREFROM all State and County roads.
Assessor's Parcel No.: 177-32-601-005

Parcel Three (3):

The North Half (N 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 32, Township 22 South, Range 61 East, M.D.M., Clark County, Nevada.

EXHIBIT “B”

APPLICABLE CHAPTERS AND SECTIONS OF TITLE 30

30.01.09	NONCONFORMITIES
30.02	ZONING DISTRICTS
30.03	USE REGULATIONS
30.04	DEVELOPMENT STANDARDS (Excluding Sections 30.04.07 and 30.04.08)
30.05	SIGNS
30.07	RULES OF CONSTRUCTION & DEFINITIONS

* Refer to definition 1.01(d) of the Agreement for exceptions to the locked in Chapters of Title 30.

EXHIBIT "C"

AGENDA SHEET AND NOTICE OF FINAL ACTION

07/16/24 PC AGENDA SHEET

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

UC-24-0232-SOUTH VALLEY INVESTORS, LLC:

AMENDED USE PERMIT for a multi-family residential development.

WAIVERS OF DEVELOPMENT STANDARDS for the following: 1) allow alternative buffering and screening; 2) increase fence height; 3) reduce parking spaces (no longer needed); and 4) parking space dimensions.

DESIGN REVIEW for a multi-family residential development on 19.48 acres in a CR (Commercial Resort) Zone.

Generally located on the south side of Erie Avenue, 575 feet west of Las Vegas Boulevard South within Enterprise. MN/r/r/ng (For possible action)

RELATED INFORMATION:

APN:

177-32-701-004; 177-32-701-006

WAIVERS OF DEVELOPMENT STANDARDS:

1. Allow alternative buffering and screening along a freeway where landscaping and a screen wall is required by Section 30.04.02B.
2. Increase fence height to 6 feet within the front setback where 3 feet is allowed per Section 30.04.03B (a 100% increase).
3. Reduce the parking to 1,094 spaces where a minimum of 1,124 spaces is required per Table 30.04-2 (a 2.7% reduction) (no longer needed).
4. Reduce parking space vertical clearance to 7 feet for carports and parking structures where a minimum of 14 feet is required per Table 30.04-4 (a 50% reduction).

LAND USE PLAN:

ENTERPRISE - ENTERTAINMENT MIXED-USE

BACKGROUND:

Project Description

General Summary

- Site Address: N/A
- Site Acreage: 19.48
- Project Type: Multi-family development
- Number of Units: 736
- Density (du/ac): 38
- Number of Stories: 4 (apartments)/2 (parking garages)
- Building Height (feet): 54 (apartments)/15.5 (parking garages)
- Square Feet: 865,216 (apartments)/158,760 (parking garages)

- Open Space Required/Provided: 73,600/73,600
- Parking Required/Provided: 1,124 (970 per parking demand study)/1,094
- Sustainability Required/Provided: 5/5

Site Plans

The plans depict a multi-family development located on a 19.48 acre site comprised of 2 separate apartment projects located next to each other. Project 1 is located on the west side of the site adjacent to I-15 while Project 2 is located immediately to the east. Each project has 2, four story multi-family buildings and 1, two level parking garage. Each multi-family building features an open interior courtyard which provides a portion of the open space requirements. There is a total 736 dwelling units proposed with 368 units in each project. All four multi-family buildings front along Erie Avenue and have a minimum front yard setback of 20 feet on the north side of the site. The side yard setbacks for the multi-family buildings are 152.3 feet from the west side property line adjacent to I-15, 27.5 feet from the east side property line, 20 feet from the back of the sidewalk along the north property line, and 157.7 feet from the south property line. The 2 parking garages are in the southwestern corner of each project area and are set back a minimum of 20 feet from the south property line. Carports are also provided in each project and have a minimum setback of 7.6 feet in Project 1 and 5.7 feet in Project 2 from the south property line.

The proposed development requires 1,124 parking spaces where 1,094 parking spaces are provided. A parking demand study was provided to demonstrate that the demand for the entire site would be 970 spaces. Each parking garage provides 242 spaces for a total of 484 garage spaces as well as bicycle storage areas. There are 70 uncovered surface parking spaces and 235 carport surface parking spaces in each project for a total of 140 uncovered and 470 covered surface spaces. Each project provides 26 electric vehicle spaces where 17 spaces are required and 140 EV capable spaces where 137 EV capable spaces are required. An outside dog run and trash enclosures are also located near the southern carport areas for each project.

The sole means of access for Project 1 is granted via a single driveway with a call box set back 171.7 feet and a security gate set back 297.5 feet from Erie Avenue, respectively. An emergency access driveway is provided to Erie Avenue on the far west edge of the site. Project 2 also has access via a single driveway with a call box set back 168.9 feet and a security gate set back 297.4 feet from Erie Avenue, respectively. Project 2 features an exit only driveway on the western side of the project area. There is no cross access proposed between the 2 project areas. A 6 foot tall decorative metal picket fence is located along Erie Avenue and is the subject of a waiver request. A decorative 8 foot tall screen wall is proposed along the west side of Project 1. An existing billboard is located at the southwest corner of the site.

Landscaping

The plans depict a proposed street landscape buffer along Erie Avenue consisting of a 5 foot wide detached sidewalk, a 5 foot wide landscape strip between the street and sidewalk, and an 5 foot wide landscape strip on the other side of the sidewalk. The landscape area includes a 15 foot wide pedestrian realm that is proposed to include one bench and one waste receptacle in front of each of the four buildings. The street landscape consists of 3 species of medium trees spaced 20 feet on center and generally staggered on each side of the sidewalk except where the sight visibility zone prevents their planting, along with 5 species of 5 gallon shrubs. Each tree is

proposed to have a 2.5 inch caliper at the time of planting, and all species chosen are projected to have a height of 30 feet and a canopy of 368 square feet to 530 square feet at maturity. A total of 67 medium street trees and 201 shrubs are required and provided.

Parking lot landscaping consists of 5 species of medium trees each proposed to have a 2.5 inch caliper at the time of planting, with heights of 25 feet to 30 feet and canopies of 236 square feet to 530 square feet at maturity. There are 102 parking lot trees required, and 119 trees are provided. All proposed trees and shrubs are low-water use species.

A 6 foot decorative screen wall is also proposed along the boundary between the 2 projects and along the eastern property line of Project 2.

Elevations

The plans depict 4, four story buildings with a maximum height of 54 feet with the roof at 46 feet 5 inches in height. The buildings consist of varying rooflines that include parapet walls. The exterior of the buildings consists of painted stucco, fiber cement board and batten, stone finishes, metal accents, and vinyl and storefront windows. Apartments on the second, third, and fourth floors feature balconies. All buildings will be painted with neutral earth tone colors and rooftop equipment will be screened by parapet walls from public view and the right-of-way.

One building entrance is provided from the street for Building 2 in each project, in addition to one side and one rear entrance. Building 1 in each project features three side entrances, and one rear entrance, but has no entrance facing the street.

The plans also depict a 2, two story parking garages with a maximum height of 15 feet 6 inches. They consist of parapet walls, concrete and CMU walls.

Floor Plans

The plans depict a total of 736 units with 368 units per project. A total of 418 one bedroom, 286 two bedroom, and 32 three bedroom units are proposed for the entire site. Most units will feature a patio or balcony. Each project area has a total of 432,608 square feet of multi-family building space. Building 1 in each project is 239,556 square feet, while Building 2 is 193,052 square feet. In each project, Building 1 includes an 87,810 square foot clubhouse/amenity area with such items as a fitness center, pool, and spa, as well as leasing office. Also, each project has a total of 79,380 square feet of parking garages.

Applicant's Justification

The applicant states that the proposed multi-family development is appropriate and compatible with the surrounding area as it is located between two major roads, Las Vegas Boulevard South and I-15 and it is adjoining another major multi-family development to the south of similar scale with 754 units and buildings with a maximum height of 50 feet. The applicant states that this urban area can easily accommodate the proposed density of 37.78 units per acre. In the CR zone multi-family must meet the RM50 standards which limits the density to 100 units per acre. As designed the site is well under the density threshold. The applicant states that they provide more open space than the 73,600 square feet required by Code.

The applicant states that the parking reduction is minimal and justified by the expected variety of work schedules for residents, which is further supported by a traffic study. The applicant states that the waiver for alternative landscaping and buffering was previously granted. The reduced parking space height is the standard height for carports and parking structures. The applicant states that the increased fence height in the front setback will enhance the frontage aesthetically and enclosed the project from the northern and eastern portions of the site.

Prior Land Use Requests

Application Number	Request	Action	Date
UC-22-0504	Multi-family residential development, waivers for landscaping and reduced setback, and design reviews	Approved by BCC	November 2022
VS-22-0506	Vacated and abandoned patent easements	Approved by BCC	November 2022
VS-18-0862	Vacated and abandoned patent easements	Approved by PC	July 2019
ZC-0806-05	Reclassified a 2.5 acre portion of the project site to H-1 zoning for future development	Approved by BCC	July 2005
ADR-0158-04	Off-premises sign	Approved by ZA	February 2004
ZC-0674-01	Reclassified a portion of the project site to H-1 zoning for a future resort hotel	Approved by BCC	November 2001

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North	Entertainment Mixed-Use	CR	Undeveloped
South	Entertainment Mixed-Use	CR	Multi-family residential
East	Entertainment Mixed-Use	CG & CR	Undeveloped
West	Mid-Intensity Suburban Neighborhood (up to 8 du/ac)	PF	I15 & elementary school

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

Related Applications

Application Number	Request
VS-24-0233	A request to vacate and abandon patent easements 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

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.

Multi-family residential developments require the approval of use permit in the CR zone to permit the use and demonstrate that the development is appropriate for the given location. The proposed development complies with Goal 1.1 of the Master Plan that encourages opportunities of diverse housing options to meet the needs of residents of all ages, income levels and abilities. The project also complies with Policy 1.32 that encourages a mix of housing options, both product types and unit sizes within larger neighborhoods and multiple family developments. Per the Master Plan, multi-family residential uses are encouraged as a supporting use in the Entertainment Mixed-Use category to support the expansion of housing options within proximity of services, amenities, and jobs. The proposed use complies with several goals and policies of the Master Plan; therefore, staff recommends approval.

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

Section 30.04.02B requires buffering and screening for development adjacent to a freeway in urban areas. The requirement is for a 15 foot landscape buffer consisting of a double row of evergreen trees planted 20 feet on center with an 8 foot decorative fence. The applicant is requesting to provide an alternative location for the screen wall and to waive the landscaping requirement. An 8 foot tall buffer wall is provided, however, it is setback 75 feet from the freeway right-of-way. The reason is that there is an existing 60 foot wide roadway and public utility easement along with an existing 20 foot wide power right of entry and easement and an existing 10 foot wide billboard route with the 75 foot wide area. This area may accommodate a future frontage road. The series of easements also prevents the planting of trees within the area that is normally required for the buffer. A previous approval for a similar waiver was granted for UC-22-0504 on the subject site. Staff has no objection to the location of the freeway buffer wall along the west side of the site. The configuration of the buffer wall as depicted, should not have a negative impact on the development or the surrounding properties. Therefore, staff recommends approval of this request.

Waiver of Development Standards #2

The applicant is proposing a 6 foot high metal picket fence located behind the street landscape area along Erie Avenue. When detached sidewalks are present, the front setback is measured from a line 5 feet behind the curb where the property line is located effectively requiring a 25 foot setback from the property line. In this case the fence is proposed to be 20 feet from the back of curb, placing it within the front setback by 5 feet. In commercial districts, fences within a front setback are limited to 3 feet in height. The metal picket design as well as the provision of pedestrian gates in the fence where building entrances are provided as indicated on the site plan will serve to mitigate any visual barriers between the street and the buildings. Also, sight visibility zones will not be impacted. Therefore, staff can support this request.

Waiver of Development Standards #4

The applicant has requested a waiver to reduce the clearance height of 14 feet as required by code to 7 feet for all parking spaces under carports and within the parking garages. Out of 1,094 parking spaces provided, 706 spaces or 64.5% of all spaces, would be affected. This includes all carport parking and ground level 1 garage parking. The applicant states that a 7 foot clearance height is standard for carports and parking structures. Based on this information, 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.

In accordance with the Code, for multi-family development at least 1 main building entrance shall face an adjacent street. In both projects, Building 2 provides a direct entrance which faces Erie Avenue. However, in both projects Building 1 does not provide an entrance that faces the street. However, direct pedestrian access from the public sidewalk leading to multiple building entrances on the side and rear of Building 1 is provided. Therefore, the purpose of having pedestrian oriented building entrances is still met, even though the entrance itself does not directly face the street.

One through-access drive is proposed for each project instead of 2 access drives as required for multi-family projects greater than 5 acres. In the case of Project 2 a second driveway is provided, however, it is exit only and for Project 1 the second driveway is for emergency access only. From a safety perspective the provision of an exit only driveway and an emergency access driveway are probably adequate given 368 units for each project area.

The applicant is proposing to provide 1,094 parking spaces where 1,124 parking spaces are required. A Parking Demand Study has been provided in support of this request. The study indicates that Las Vegas leads the nation in having the lowest percentage of employees leaving for work during conventional times. Similarly, multi-family residential developments do not experience the peak parking hour constraints as developments in other urban area with more traditional work times do. Additionally, the parking study cites ITE Parking Generation, 5th

Edition which indicates the peak period parking demand for the development as calculated is expected to be 970 spaces. This is 13.7% less than the required number of spaces and less than what is proposed to be provided. Public transportation and ride share services are also available in the area.

Staff finds the proposed multi-family residential development complies with several goals and policies within the Master Plan. Policy 6.2.1 encourages the design and intensity of new development to be compatible with established neighborhoods and uses in terms of its height, scale, and overall mix use uses. The proposed development is consistent and compatible with the multi-family development to the south and previously approved commercial development to the east. Therefore, staff can support this request.

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

- Expunge UC-22-0504;
- Prior to the issuance of building and grading permits, or subdivision mapping, mitigate the impacts of the project including, but not limited to, issues identified by the technical reports and studies, and issues identified by the Board of County Commissioners or commit to mitigating the impacts of the project by entering into a Development Agreement with Clark County;
- Certificate of Occupancy and/or business license shall not be issued without approval of a Certificate of Compliance.
- Applicant is advised within 2 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;
- Right-of-way dedication to include 35 feet to the back of curb for Erie Avenue and 60 feet for the frontage street on the west portion of the APN 177-32-701-006;

- 30 days to submit a Separate Document to the Map Team for the required right-of-way dedications and any corresponding easements for any collector street or larger;
- 90 days to record required right-of-way dedications and any corresponding easements for any collector street or larger.
- Applicant is advised that the installation of detached sidewalks will require dedication to back of curb and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control.

Fire Prevention Bureau

- 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 to submit plans for review and approval prior to installing any gates, speed humps (speed bumps not allowed), and any other Fire Apparatus Access Roadway obstructions.

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 #0109-2024 to obtain your POC exhibit; that flow contributions exceeding CCWRD estimates may require another POC analysis; and that the proposed development is anticipated to generate significant wastewater flows, which would require the following: 1. the developer is to install a wastewater meter to monitor the flows; 2. the developer is to ensure that all wastewater flows are routed to one discharge location from the site to flow through the wastewater meter under desirable hydraulic conditions (i.e., minimize bends from the upstream manhole); and 3. wastewater meter monthly fees shall be billed to the facility.

TAB/CAC: Enterprise - approval of the use permit and waivers of development standards #1, #2, and #4; denial of waiver of development standards #3 and the design review (provide a sound attenuated wall along the west side of Project 1 adjacent to the frontage road).

APPROVALS:

PROTESTS:

APPLICANT: THE NRP GROUP, LLC

CONTACT: KAEMPFER CROWELL, 1980 FESTIVAL PLAZA DRIVE, SUITE 650, LAS VEGAS, NV 89135

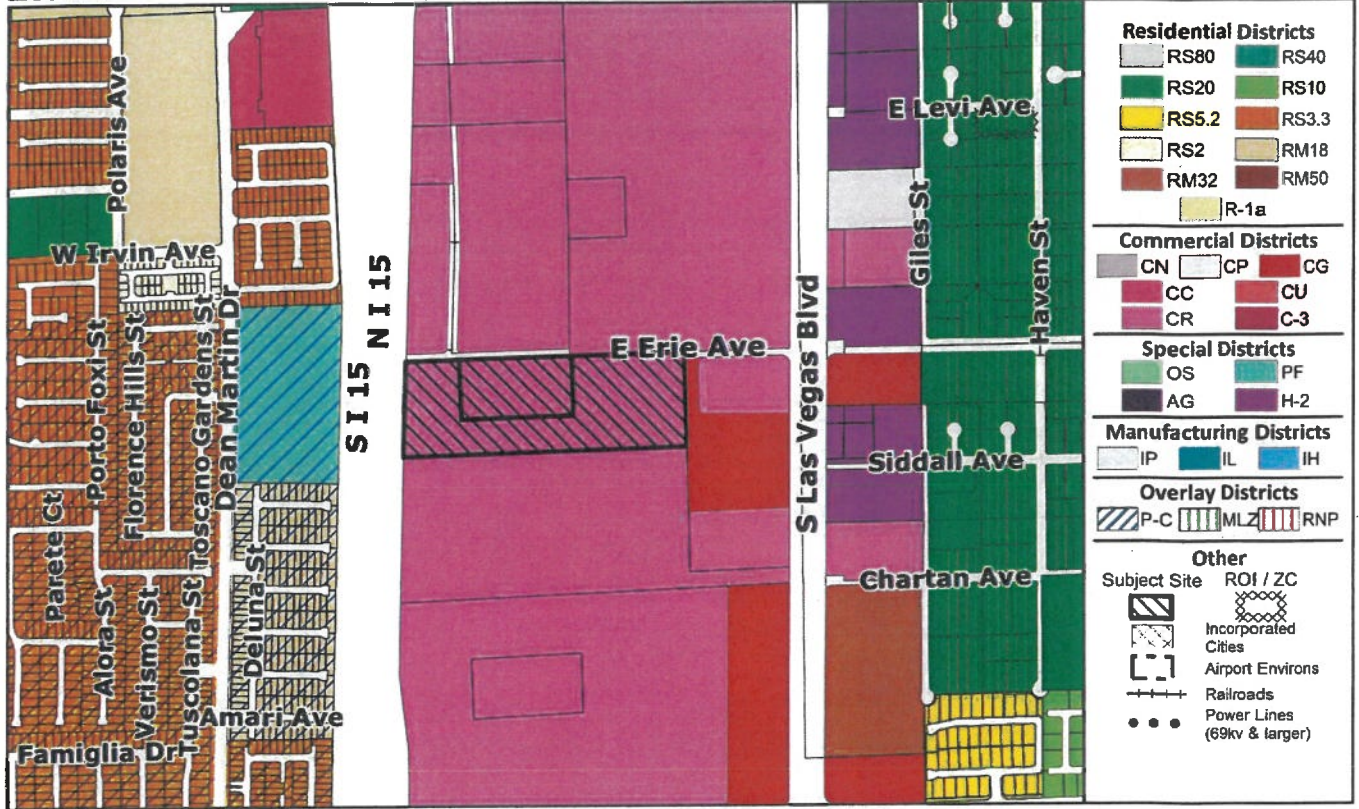
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Commission Agenda Map

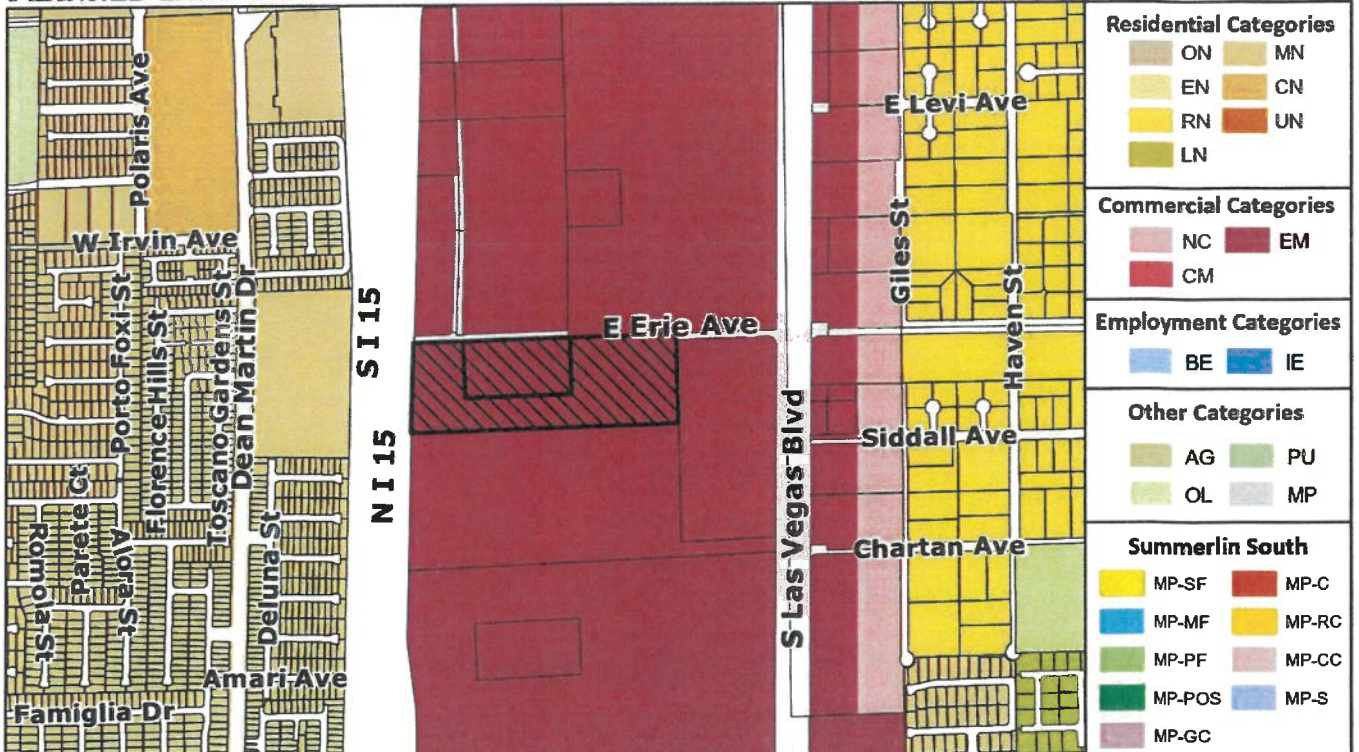
UC-24-0232

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 hereon.

Subject Parcel(s)
17732701004
17732701006



0 250 500 1,000 Feet
Map Created on 7/2/2024





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

August 19, 2024

KAEMPFER CROWELL
1980 FESTIVAL PLAZA DRIVE, SUITE 650
LAS VEGAS, NV 89135

REFERENCE: UC-24-0232

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 **August 07, 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

- Expunge UC-22-0504;
- Provide pedestrian gate to the eastern portion of the property;
- Prior to the issuance of building and grading permits, or subdivision mapping, mitigate the impacts of the project including, but not limited to, issues identified by the technical reports and studies, and issues identified by the Board of County Commissioners or commit to mitigating the impacts of the project by entering into a Development Agreement with Clark County;
- Certificate of Occupancy and/or business license shall not be issued without approval of a Certificate of Compliance.
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Public Works - Development Review

- Drainage study and compliance;

BOARD OF COUNTY COMMISSIONERS

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MICHAEL NAFT • MARILYN KIRKPATRICK • JUSTIN C. JONES • ROSS MILLER • JAMES B. GIBSON
KEVIN SCHILLER, County Manager



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Sami Real, Director



- Traffic study and compliance;
- Full off-site improvements;
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- Applicant is advised that a Point of Connection (POC) request has been initiated for this project; to email sewerlocation@cleanwaterteam.com and reference POC Tracking #0394-2023 to obtain your POC exhibit; and that wastewater flow rates that exceed CCWRD estimates may require another POC analysis.

BOARD OF COUNTY COMMISSIONERS

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KEVIN SCHILLER, County Manager