

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

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

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**Recommendation:** ORD-25-900867: Conduct a public hearing on an ordinance to consider adoption of a Development Agreement with TFC Mountains Edge LLC for a commercial development on 3.88 acres, generally located south of Mountains Edge Parkway and west of Rainbow Boulevard within Enterprise. JJ/dw (For possible action)

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**FISCAL IMPACT:**

None by this action.

**BACKGROUND:**

The Board of County Commissioners (Board) approved land use applications WS-25-0478 and WS-25-0152 for a commercial development on 3.88 acres, generally located south of Mountains Edge Parkway and west of Rainbow Boulevard within Enterprise. Conditions of approval included the developer and/or owner entering into a Development Agreement prior to any permits being issued in order to provide their fair-share contribution towards public infrastructure necessary to provide service in the southwest portion of the Las Vegas Valley.

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

Staff recommends the Board conduct a public hearing.

BILL NO. 1-7-26-2

SUMMARY - An ordinance to adopt the Development Agreement with TFC Mountains Edge LLC for a commercial development on 3.88 acres, generally located south of Mountains Edge Parkway and west of Rainbow Boulevard within Enterprise.

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

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH  
TFC MOUNTAINS EDGE LLC FOR A COMMERCIAL DEVELOPMENT  
ON 3.88 ACRES, GENERALLY LOCATED SOUTH OF MOUNTAINS  
EDGE PARKWAY AND WEST OF RAINBOW BOULEVARD WITHIN  
ENTERPRISE, AND PROVIDING FOR OTHER MATTERS PROPERLY  
RELATED THERETO.

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

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.06 of the Clark County Code, the Development Agreement with TFC Mountains Edge LLC for a commercial development on 3.88 acres, generally located south of Mountains Edge Parkway and west of Rainbow Boulevard within Enterprise, is hereby adopted.

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

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

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

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

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

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

VOTE:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

ABSTAINING:

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ABSENT:

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BOARD OF COUNTY COMMISSIONERS  
CLARK COUNTY, NEVADA

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

ATTEST:

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

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

APN(s): **176-27-701-007**

Please Return to: Sami Real  
Comprehensive Planning Department  
1<sup>st</sup> Floor, Clark County Government Center  
500 South Grand Central Parkway  
Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT  
BETWEEN  
THE COUNTY OF CLARK  
AND  
**TFC MOUNTAINS EDGE LLC**  
FOR  
**RAINBOW & MOUNTAINS EDGE**  
**ORD-25-900867**

## **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 **TFC MOUNTAINS EDGE 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 **WS-25-0152 & WS-25-0478**, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.

(g) "County" means the County of Clark, State of Nevada together with its successors and assigns.

(h) "County Commission" means the Board of County Commissioners or Planning Commission of the County of Clark, State of Nevada.

(i) "County Master Plan" means the comprehensive plan adopted by the County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use, development guides and elements, including the land use and development guide and the general plan map for unincorporated portions of the Las Vegas Valley adopted by the County Commission on January 24, 1974, except as amended by the adoption of more recent plans in effect as of the Effective Date.

(j) "Development Agreement Ordinance" means an ordinance adopted per Chapter 30.06 of the Clark County Unified Development Code (Title 30) along with any other Chapters of the Clark County Code that are relevant to the Development Agreement being considered.

(k) "Effective Date" means the date, on or after the adoption by the County Commission, of an ordinance approving execution of this Agreement whereas the Agreement has been executed and signed by both parties, that this Agreement is recorded in the Office of the County Recorder of Clark County, Nevada.

(l) "NDOT" means Nevada Department of Transportation.

(m) "NRS" means Nevada Revised Statutes.

(n) "PFNA" means the Southwest Las Vegas Valley Public Facilities Needs Assessment Report, dated December 1, 2000, incorporated herein by this reference and approved by the County Commission on January 2, 2001.

(o) "Project" means the Subject Property and the proposed development of the Subject Property described in this Agreement.

(p) "Subject Property" means that certain real property, which Owner owns or has the right to acquire, located in the County and more particularly described on Exhibit "A".

(q) "Term" means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 4 – PUBLIC FACILITIES**

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

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

<b>CHART 4.01-A PUBLIC FACILITIES CHART</b>			
<b>Type Of Development</b>	<b>Infrastructure Category</b>		<b>Total Per Unit</b>
	<b>Parks</b>	<b>Public Safety</b>	
<b>Single Family Dwelling Unit</b> (per dwelling unit)	<b>\$ 627.59</b>	<b>\$ 1,060.80</b>	<b>\$ 1,688.39</b>
<b>Multi Family Dwelling Unit</b> (per dwelling unit)	<b>\$ 627.59</b>	<b>\$ 1,040.11</b>	<b>\$ 1,667.70</b>
<b>Retail</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$ 0.71</b>	<b>\$ 0.71</b>
<b>Office</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$ 0.79</b>	<b>\$ 0.79</b>
<b>Industrial</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$ 0.47</b>	<b>\$ 0.47</b>
<b>Hotel</b> (per room)	<b>N/A</b>	<b>\$ 1,062.52</b>	<b>\$ 1,062.52</b>

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

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

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

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

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

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

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

## **SECTION 5 – REVIEW AND DEFAULT**

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

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

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

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

(a) County Procedures

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

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

- (1) Immediately direct County staff to recommend that all future zoning, land use, and mapping applications within the Project be conditioned so that the building permits to be issued as a result of those approvals shall not be issued until the default is corrected, or;
- (2) Issue a letter providing notice of County's intent to set the matter for hearing before the County Commission. The letter shall notify Owner of the action taken. In the event the County selects this option, County shall give Owner at least seven (7) business days notice to correct the default before the matter is scheduled for a hearing. The letter notifying Owner of the hearing shall contain the intended hearing date. The seven (7) business days will be measured from the date of the certified mailing of the notice.
  - (ii) Hearing Schedule. If the default is not corrected within the time specified above, the matter shall be scheduled and noticed as required by law for consideration and review by the County Commission on the next available Commission zoning agenda.
  - (iii) Review by County Commission. Following consideration of the evidence presented before the County Commission and a finding based on substantial evidence that a default has occurred by Owner and the default remains uncorrected, the County Commission may authorize the suspension of building permits within the Project or may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any Vested Right in favor of Owner, existing or received, as of the date of the termination. Owner shall have twenty-five (25) calendar days after the date of notice of the County Commission's decision is filed with the Clark County Clerk, Commission Division, to institute legal action pursuant to Sections 5.05 and 5.06 hereof, to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.

(b) Owner Procedures

- (i) After proper notice and the expiration of the above-referenced periods for correcting the alleged default, Owner may issue a letter requesting a hearing before the County Commission for review of the alleged default. Upon receipt of the letter, County shall schedule an item to consider the alleged default on the next available Commission zoning agenda.
- (ii) Review by County Commission. Following consideration of the evidence presented before the County Commission and a finding based on substantial evidence that a default has occurred by County and remains uncorrected, the County Commission shall direct County staff to correct the default. Owner shall have twenty-five (25) calendar days after the date of notice of the County Commission's decision is filed with the Clark County Clerk, Commission Division, to institute legal action pursuant to this Section hereof to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.

(c) Waiver. Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceeding which it may deem necessary to protect, assert, or enforce any of its right or remedies.

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

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

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

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

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

## **SECTION 6 – CONFLICTING LAWS**

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

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

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

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

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

## **SECTION 7 – GENERAL PROVISIONS**

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

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

7.03 Assignment.

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

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

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

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

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

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

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

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

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

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

7.09 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

7.10 Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the County or Owner, as the case may be.

7.11 Recording Amendments. Promptly after the Effective Date, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of County and Owner in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon the completion of performance of this Agreement or its earlier revocation or termination, a statement evidencing said completion or revocation signed by appropriate officers of County and Owner shall be recorded in the Official Records of Clark County, Nevada.

7.12 Release. Each unit within the Subject Property shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of an Occupancy Permit for the building in which the unit is located.

7.13 Headings, Exhibits, Cross-references. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to Sections and Exhibits shall be to Sections and Exhibits of or to this Agreement, unless otherwise specified.

7.14 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such term does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal

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

7.15 Voluntary Agreement. Owner acknowledges that they had the option of conducting their own public facilities needs assessment study, but instead voluntarily chose to accept the findings, conclusions and fee schedule contained within the County PFNA defined in Section 1.01(n) of this Agreement. Owner further acknowledges and agrees that it voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.

7.16 No Third Party Beneficiary Rights. This Agreement shall inure solely to the benefit of each party hereto and its successors and permitted assigns and nothing in this Agreement, express or implied, shall confer upon any other person or entity, including the public or any member thereof, any rights, benefits or remedies of any nature whatsoever.

*[signatures appear on following page]*

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

**COUNTY:**

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

Attest:

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

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

OWNER:  
Elliott B. Smith  
PRINT OWNER NAME

By:   
Owner Signature

**ACKNOWLEDGMENT:**

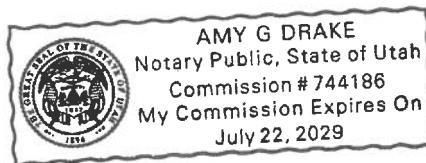
UTAH  
STATE OF ~~NEVADA~~ )  
SALT LAKE )ss:  
COUNTY OF ~~CLARK~~ )

This instrument was acknowledged before me on the 1st day of December, 2025,  
by Elliott B. Smith  
(Printed Name of Document Signer)

ENTITY NAME:  
TFC Mountains Edge, LLC  
PRINT ENTITY NAME

NOTARY PUBLIC

  
Signature



**Exhibit "A"**  
**Legal Description**

**(see next page for attachment)**

**LEGAL DESCRIPTION**

*THAT PORTION OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCING AT THE QUARTER CORNER COMMON TO SECTION 26 AND SECTION 27, SAID TOWNSHIP AND RANGE, SAME BEING THE CENTERLINE INTERSECTION OF RAINBOW BOULEVARD AND MOUNTAINS EDGE PARKWAY;*

*THENCE SOUTH 00°04'35 11 EAST ALONG THE EAST LINE OF SAID SECTION 27, COINCIDENT WITH THE CENTERLINE OF SAID RAINBOW BOULEVARD, 663.41 FEET TO THE SOUTH LINE OF SAID EAST HALF (E 1/2);*

*THENCE SOUTH 87°30'50" WEST ALONG SAID SOUTH LINE AND DEPARTING SAID EAST LINE AND CENTERLINE OF SAID RAINBOW BOULEVARD, 60.05 FEET TO THE POINT OF BEGINNING;*

*THENCE SOUTH 87°30'50" WEST ALONG SAID SOUTH LINE, 277.46 FEET TO THE SOUTHWEST CORNER OF SAID EAST HALF (E 1/2), SAME BEING THE EAST BOUNDARY OF THAT SUBDIVISION KNOWN AS "VERSANTE" RECORDED JUNE 13, 2006, AT THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 132 OF PLATS, AT PAGE 23;*

*THENCE NORTH 00°05'21" WEST ALONG THE WEST LINE OF SAID EAST HALF (E 1/2) AND ALONG SAID EAST BOUNDARY, A DISTANCE OF 617.11 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID MOUNTAINS EDGE PARKWAY, AS DESCRIBED IN THAT*

*CERTAIN GRANT, BARGAIN, SALE DEED RECORDED ON MARCH 24, 2004 AT THE  
OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 20040324,  
INSTRUMENT NUMBER 00893;*

*THENCE NORTH 87°18'09" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY, 220.23  
FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A  
RADIUS OF 54.00 FEET;*

*THENCE SOUTHEASTERLY, 96.21 FEET ALONG SAID CURVE THROUGH A CENTRAL  
ANGLE OF 102°05'01" TO THE WESTERLY RIGHT-OF-WAY OF SAID RAINBOW  
BOULEVARD;*

*THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THROUGH THE FOLLOWING  
CURVES AND COURSES: SOUTH 09°23'10" WEST, 48.52 FEET TO THE BEGINNING OF  
A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET;*

*THENCE SOUTHWESTERLY, 4.95 FEET ALONG SAID CURVE THROUGH A CENTRAL  
ANGLE OF 09°27'45" TO A LINE LYING 70.00 FEET WEST OF AND RUNNING  
PARALLEL WITH THE EAST LINE OF SAID EAST HALF (E 1/2);*

*THENCE SOUTH 00°04'35" EAST ALONG SAID PARALLEL LINE, 74.85 FEET TO THE  
BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00  
FEET;*

*THENCE SOUTHEASTERLY, 7.35 FEET ALONG SAID CURVE THROUGH A CENTRAL  
ANGLE OF 14°02'10";*

*THENCE SOUTH 14°06'45 EAST, 35.08 FEET TO THE BEGINNING OF A CURVE  
CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET;*

*THENCE SOUTHEASTERLY, 4.90 FEET ALONG SAID CURVE THROUGH A CENTRAL  
ANGLE OF 14°02'10" TO A LINE LYING 60.00 FEET WEST OF AND RUNNING  
PARALLEL WITH THE EAST LINE OF SAID EAST HALF (E 1/2);*

*THENCE SOUTH 00°04'35" EAST ALONG SAID PARALLEL LINE, 378.90 FEET TO THE  
POINT OF BEGINNING.*

*NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED  
PREVIOUSLY IN THE DEED RECORDED NOVEMBER 14, 2023, IN BOOK 20231114 AS  
INSTRUMENT NO. 00996 OF OFFICIAL RECORDS, CLARK COUNTY NEVADA.*

## Legal Description

Clark County APN:176-27-701-007, otherwise described as:

Real property in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

THAT PORTION OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SECTION 26 AND SECTION 27, SAID TOWNSHIP AND RANGE, SAME BEING THE CENTERLINE INTERSECTION OF RAINBOW BOULEVARD AND MOUNTAINS EDGE PARKWAY;

THENCE SOUTH 00°04'35" EAST ALONG THE EAST LINE OF SAID SECTION 27, COINCIDENT WITH THE CENTERLINE OF SAID RAINBOW BOULEVARD, 663.41 FEET TO THE SOUTH LINE OF SAID EAST HALF (E 1/2);

THENCE SOUTH 87°30'50" WEST ALONG SAID SOUTH LINE AND DEPARTING SAID EAST LINE AND CENTERLINE OF SAID RAINBOW BOULEVARD, 60.05 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 87°30'50" WEST ALONG SAID SOUTH LINE, 277.46 FEET TO THE SOUTHWEST CORNER OF SAID EAST HALF (E 1/2), SAME BEING THE EAST BOUNDARY OF THAT SUBDIVISION KNOWN AS "VERSANTE" RECORDED JUNE 13, 2006, AT THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 132 OF PLATS, AT PAGE 23;

THENCE NORTH 00°05'21" WEST ALONG THE WEST LINE OF SAID EAST HALF (E 1/2) AND ALONG SAID EAST BOUNDARY, A DISTANCE OF 617.11 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID MOUNTAINS EDGE PARKWAY, AS DESCRIBED IN THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED ON MARCH 24, 2004 AT THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 20040324, INSTRUMENT NUMBER 00893;

THENCE NORTH 87°18'09" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY, 220.23 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 54.00 FEET;

THENCE SOUTHEASTERLY, 96.21 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 102°05'01" TO THE WESTERLY RIGHT-OF-WAY OF SAID RAINBOW BOULEVARD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THROUGH THE FOLLOWING CURVES AND COURSES: SOUTH 09°23'10" WEST, 48.52 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET;

THENCE SOUTHWESTERLY, 4.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27'45" TO A LINE LYING 70.00 FEET WEST OF AND RUNNING PARALLEL WITH THE EAST LINE OF SAID EAST HALF (E 1/2);

THENCE SOUTH 00°04'35" EAST ALONG SAID PARALLEL LINE, 74.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET;

THENCE SOUTHEASTERLY, 7.35 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°02'10";

THENCE SOUTH 14°06'45 EAST, 35.08 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHEASTERLY, 4.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°02'10" TO A LINE LYING 60.00 FEET WEST OF AND RUNNING PARALLEL WITH THE EAST LINE OF SAID EAST HALF (E 1/2);

THENCE SOUTH 00°04'35" EAST ALONG SAID PARALLEL LINE, 378.90 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THE DEED RECORDED NOVEMBER 14, 2023, IN BOOK 20231114 AS INSTRUMENT NO. 00996 OF OFFICIAL RECORDS, CLARK COUNTY NEVADA.

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

**Exhibit “B”**

**Development Agreement Owner/Applicant Correspondence**

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

**Address all Correspondence as follows:**

**Owner**

TFC Mountains Edge LLC attn: Elliott Smith  
6770 South 900 East Suite 300  
Midvale, UT 84047

**Applicant/Correspondent**

TFC Mountains Edge LLC attn: Elliott Smith  
6770 South 900 East Suite 300  
Midvale, UT 84047

**Exhibit “C”**  
**Agenda Sheet, Notice of Final Action, and Agenda Map**  
**(see next page for attachments)**

**PUBLIC HEARING**

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

**WS-25-0478-TFC MOUNTAINS EDGE, LLC:**

**WAIVERS OF DEVELOPMENT STANDARDS** for the following: 1) reduce drive-thru separation; and 2) modify buffering and screening.

**DESIGN REVIEW** for a commercial development on 3.88 acres in a CG (Commercial General) Zone.

Generally located south of Mountains Edge Parkway and west of Rainbow Boulevard within Enterprise. JJ/rg/cv (For possible action)

---

**RELATED INFORMATION:**

**APN:**

176-27-701-007

**WAIVERS OF DEVELOPMENT STANDARDS:**

1. Allow drive-thru lanes 159 feet from a single-family residential development to the west where a minimum of 200 feet is required per Section 30.04.06E (a 21% reduction).
2. Allow non-evergreen trees within the landscape buffer where evergreen trees are required per Section 30.04.03C.

**LAND USE PLAN:**

ENTERPRISE - NEIGHBORHOOD COMMERCIAL

**BACKGROUND:**

**Project Description**

General Summary

- Site Address: N/A
- Site Acreage: 3.88
- Project Type: Commercial development
- Number of Stories: 1
- Building Height (feet): 30 (Retail Building A)/30 (Retail Building B)/30 (Restaurant #1)/30 (Restaurant #2)
- Square Feet: 11,500 (Retail Building A)/2,750 (Retail Building B)/2,500 (Restaurant #1)/2,500 (Restaurant #2)
- Parking Required/Provided: 105/105
- Sustainability Required/Provided: 7/7

**History & Site Plan**

The site is a 3.88 acre parcel located on the southwest corner of Mountains Edge Parkway and Rainbow Boulevard. The site can be accessed via a single driveway off Mountains Edge

Parkway and 2 other driveways along Rainbow Boulevard. WS-25-0152 was originally approved for a gas station, retail building, and daycare center.

The proposed plan depicts 4 buildings (2 retail and 2 restaurants) on the subject site, north of a previously approved daycare building. Restaurant #1 is set back 28 feet from the north property line. Retail Building B is just south of Restaurant #1 and is set back 31 feet from the east property line. Restaurant #2 is set back 36 feet from the east property line and is centrally located on the site. Retail Building A is set back 35 feet from the west property line. The proposed location of the drive-thru lanes will be along the east side of the property, between the restaurant buildings and Rainbow Boulevard. However, the entry and exit points of the drive-thru are located on the south sides and north sides of the restaurant buildings, respectively. The entry and exit points are located within 200 feet of a residential district located on the west side of the site. The trash enclosures are proposed at 3 locations. The previously approved daycare facility is located on the southern half of the parcel, which will remain unchanged. The development requires 105 parking spaces, which are provided.

#### Landscaping

A 9 foot wide landscape area is located behind the proposed 5 foot wide detached sidewalk along Mountains Edge Parkway, except for the area where existing public utility appurtenances are located and cannot be relocated where the sidewalk is attached to the curb. A 10 foot wide landscape area is located behind a 5 foot wide attached sidewalk at the northeast corner of the site adjacent to the proposed bus turnout along Rainbow Boulevard. The remaining portion of the street with a 10 foot wide landscape area along Rainbow Boulevard behind a 5 foot wide detached sidewalk. Medium trees are planted 20 feet apart. A waiver has been requested to modify the buffering and screening per Section 30.04.03C to change the tree materials to include non-evergreen trees along the west and south property lines.

#### Elevations

The buildings are 30 feet in height and feature a modern style of architecture with flat roofs and variations in roof height. The proposed materials are mostly stucco, with stone veneer, concrete masonry units, trim, aluminum storefront windows, metal, and awning shades above the windows and door.

#### Floor Plans

Retail Building A measures 11,500 square feet, Retail Building B measures 2,750 square feet, and the restaurant buildings measure 2,500 square feet each. The retail buildings will have tenant spaces and will be divided into individual suites in the future.

#### Applicant's Justification

The applicant requests to modify the previously approved waiver of development standards and design review (WS-25-0152), which approved a gas station with a convenience store and a daycare center with proposed retail buildings and restaurants. This request includes reducing the distance of the proposed drive-thru to less than 200 feet from the residential development to the west. A waiver request for buffering and screening to allow non-evergreen trees within the required buffering and screening along the west and south property lines. The applicant states the landscape buffers provide 2 rows of trees. The proposed retail and restaurant uses are similar to

what was already approved on-site and will be compatible with the surrounding area; they may be less intense than the previously approved gas station.

#### Prior Land Use Requests

Application Number	Request	Action	Date
VS-25-0349	Vacated a portion of right-of-way	Approved by PC	July 2025
VS-25-0151	Vacated easements and right-of-way	Approved by BCC	April 2025
WS-25-0152	Waivers of development standards and design reviews for a retail building, gas station, daycare facility, and alternative landscape	Approved by BCC	April 2025
TM-25-500036	1 lot commercial subdivision	Approved by BCC	April 2025
ZC-0541-09	Reclassified 3.8 acres from R-E to C-I zoning for a future commercial development	Approved by BCC	October 2009

#### Surrounding Land Use

	Planned Land Use Category	Zoning District (Overlay)	Existing Land Use
North	Neighborhood Commercial	CG	Undeveloped
South	Mid-Intensity Suburban Neighborhood (up to 8 du/ac)	RS2	Single-family residential
East	Business Employment	IP	Convenience store with gas station & tavern
West	Mid-Intensity Suburban Neighborhood (up to 8 du/ac)	RS3.3	Single-family residential

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

#### STANDARDS FOR APPROVAL:

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

#### Analysis

##### Comprehensive Planning

##### Waivers of Development Standards

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

#### Waiver of Development Standards #1

The purpose of the residential adjacency requirement is to promote compatible transition between land use areas of differing intensities and reduce negative impacts that may occur when higher-intensity development is located near residential zoning districts. The requested waiver is inconsistent with Policy 1.4.5 of the Master Plan, which seeks to standardize requirements for development transitions to mitigate the impacts of higher intensity uses proposed adjacent to an existing or planned residential neighborhood. Staff finds the request to reduce the distance of the proposed drive-thru is a self-imposed hardship; therefore, staff recommends denial.

#### Waiver of Development Standards #2

The intent of the buffering and screening is to reduce the impacts of uses and activities on neighboring properties by creating a visual and physical buffer. The requested waiver does not align with Policy 1.4.5 of the Master Plan, which aims to set clear rules for buffers and changes in development to lessen the effects of more intense uses next to existing or planned residential neighborhoods. This policy emphasizes the importance of maintaining the character and livability of residential areas while allowing for appropriate development. There is sufficient space within the landscape buffer to accommodate the evergreen trees similar to the portion of the development to the south. Therefore, staff recommends denial.

#### 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.

The proposed retail and restaurants are compatible with the development in the surrounding area. The site's proposed development sits on the southwest corner of Mountains Edge Parkway and Rainbow Boulevard, 2 heavily trafficked roads. Currently, a similar development is across the street on the southeast corner of Mountains Edge Parkway and Rainbow Boulevard. Site access and circulation has not changed from the previous approval and should not negatively impact adjacent roadways or neighborhood traffic. However, approval of the design review is contingent upon the approval of the waiver of development standards which staff cannot support, therefore staff cannot support the design review.

#### **Staff Recommendation**

Denial.

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**

If approved:

- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;
- Certificate of Occupancy and/or business license shall not be issued without approval of a Certificate of Compliance.
- Applicant is advised within 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;
- The installation of detached sidewalks will require the vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control devices.

### **Fire Prevention Bureau**

- Applicant to show fire hydrant locations on-site and within 750 feet.
- Applicant is advised that fire/emergency access must comply with the Fire Code as amended.

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

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email [sewerlocation@cleanwaterteam.com](mailto:sewerlocation@cleanwaterteam.com) and reference POC Tracking #0016-2026 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

**TAB/CAC:** Enterprise - approval (add an 8 foot high sound attenuated wall along the west boundary line from the northern edge of Building A to the north boundary line of the site; and an 8 foot high sound attenuated wall along the west boundary line from the southern edge of Building A to the northern edge of the daycare).

### **APPROVALS:**

### **PROTESTS:**

**APPLICANT: MEQ HOLDINGS, LLC**

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



# Department of Comprehensive Planning

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

Sami Real, Director

## NOTICE OF FINAL ACTION

September 02, 2025

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

REFERENCE: WS-25-0478

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 20, 2025**. The final decision along with any conditions are listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

### APPROVED.

### CONDITIONS OF APPROVAL -

#### Comprehensive Planning

- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;
- Certificate of Occupancy and/or business license shall not be issued without approval of a Certificate of Compliance.
- Applicant is advised within 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;

#### BOARD OF COUNTY COMMISSIONERS

TICK SEGERBLOM, Chair • WILLIAM MCCURDY II, Vice Chair

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



# Department of Comprehensive Planning

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

Sami Real, Director

- The installation of detached sidewalks will require the vacating of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control devices.

## Fire Prevention Bureau

- Applicant to show fire hydrant locations on-site and within 750 feet.
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## Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email [sewerlocation@cleanwaterteam.com](mailto:sewerlocation@cleanwaterteam.com) and reference POC Tracking #0016-2026 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

## WAIVER OF DEVELOPMENT STANDARDS #2 WAS WITHDRAWN.

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

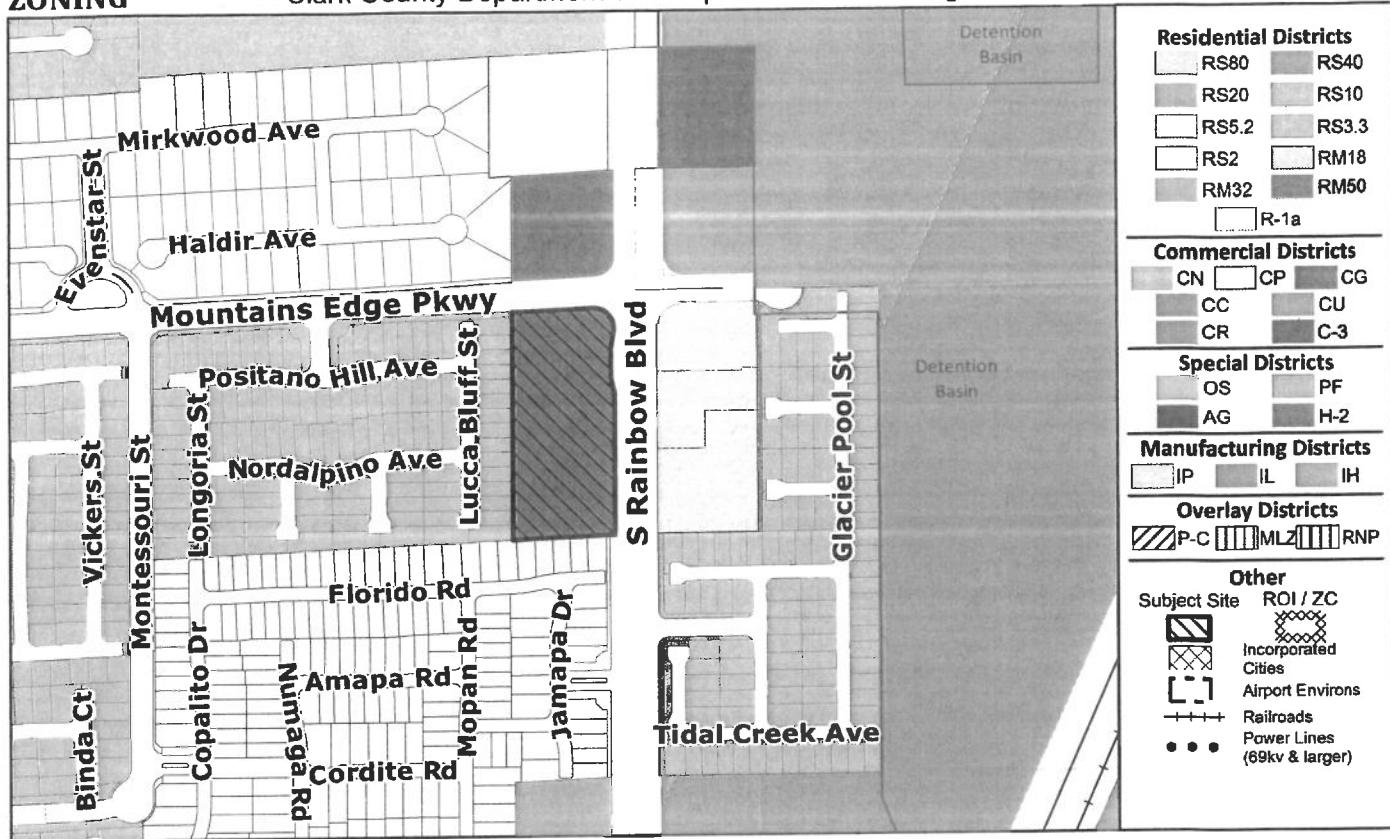
BOARD OF COUNTY COMMISSIONERS  
TICK SEGERBLOM, Chair • WILLIAM MCCURDY II, Vice Chair  
MICHAEL NAFT • MARILYN KIRKPATRICK • JUSTIN C. JONES • APRIL BECKER • JAMES B. GIBSON  
KEVIN SCHILLER, County Manager

# Commission Agenda Map

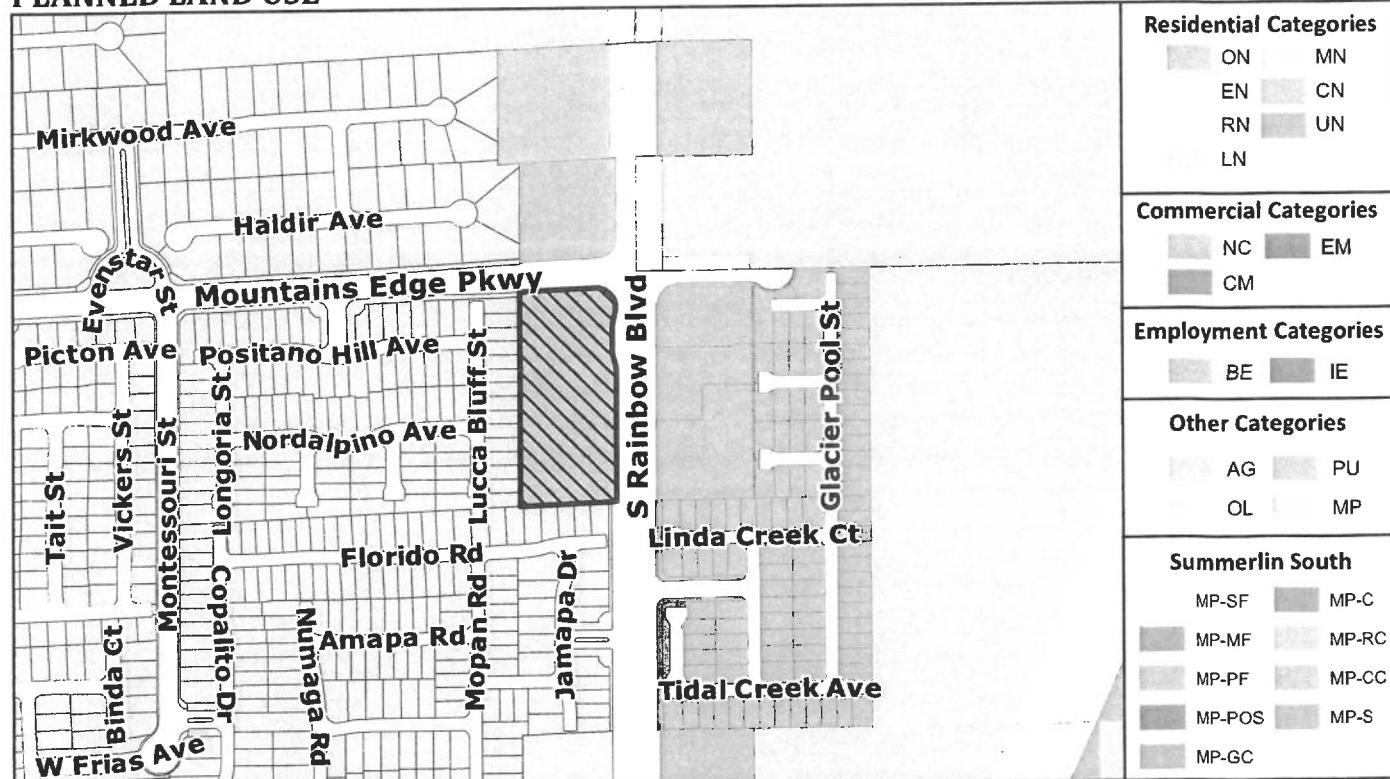
WS-25-0478

## ZONING

Clark County Department of Comprehensive Planning, Clark County, Nevada

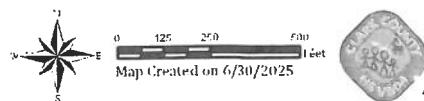


## PLANNED LAND USE



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

Subject Parcel(s)  
17627701007



**PUBLIC HEARING**

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

**WS-25-0152-SCHWARTZ, MERTON L. & JACQUELINE REVOCABLE TR ETAL & SCHWARTZ, MERTON L. TRS:**

**WAIVERS OF DEVELOPMENT STANDARDS** for the following: 1) allow an attached sidewalk; and 2) reduce driveway departure distance.

**DESIGN REVIEWS** for the following: 1) retail building; 2) gas station; 3) daycare facility; and 4) alternative landscape plan on a portion of 3.88 acres in a CG (Commercial General) Zone.

Generally located on the southwest corner of Mountains Edge Parkway and Rainbow Boulevard within Enterprise. JJ/rg/kh (For possible action)

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**RELATED INFORMATION:**

**APN:**

176-27-701-007

**WAIVERS OF DEVELOPMENT STANDARDS:**

1. Allow an attached sidewalk where a detached sidewalk is required along Mountains Edge Parkway per Section 30.04.08C.
2. Reduce the driveway departure distance to 166 feet from the intersection of Mountains Edge Parkway and Rainbow Boulevard where a minimum of 190 feet is required per Section 30.04.08 and Uniform Standard Drawing 222.1 (a 13% reduction).

**LAND USE PLAN:**

ENTERPRISE - NEIGHBORHOOD COMMERCIAL

**BACKGROUND:**

**Project Description**

**General Summary**

- Site Address: N/A
- Site Acreage: 3.88
- Project Type: Retail building (convenience store), gas station, & daycare facility
- Number of Stories: 1
- Building Height (feet): 28 (convenience store)/20 (gas station/fueling canopy)/22 (daycare facility)
- Square Feet: 4,500 (convenience store)/3,013(gas station/fueling canopy)/12,000 (daycare facility)
- Parking Required/Provided: 43/43
- Sustainability Required/Provided: 7/7

### Site Plan

The plan depicts a 3.88 acre parcel located on the southwest corner of Mountains Edge Parkway and Rainbow Boulevard. The site is accessed via a single driveway along Mountains Edge Parkway and 2 driveways along Rainbow Boulevard. The site is being developed with 2 buildings and 1 structure, along the north and south sides of the site with the center of the site remaining undeveloped. The plan depicts a gas station with a retail building (convenience store) located on the north portion of the site and a daycare facility located on the south portion of the site. The setback of the convenience store is 29 feet from the north property line and 73 feet from the west property line. The gas fueling canopy is setback at 34 feet from the east property line, 60 feet from the north property line, and 200 feet from the west property line adjacent to the existing single-family residential development. The daycare facility is setback at 20 feet from the west property line and 57 feet from the south property line. A playground area measuring 7,500 square feet is located immediately south of the daycare facility. The trash enclosures are proposed at 2 different locations. One enclosure is adjacent to the convenience store and is located 66 feet from the west property line. The other trash enclosure serving the daycare facility is located on the east side of the property adjacent to the Rainbow Boulevard. The proposed development requires 43 parking spaces where 43 parking spaces are provided. The central portion of the project site will remain undeveloped at this time. The applicant is requesting to allow an attached sidewalk along Mountains Edge Parkway where a detached sidewalk is required. Furthermore, the applicant is proposing to reduce the departure distance from the intersection of Mountain's Edge Parkway and Rainbow Boulevard.

### Landscaping

A 10 foot wide landscape area is located behind the proposed 5 foot wide attached sidewalk along Mountains Edge Parkway. A 10 foot wide landscape area is located behind a 5 foot wide attached sidewalk at the northeast corner of the site adjacent to the proposed bus turnout along Rainbow Boulevard. The remaining portion of the street landscape area along Rainbow Boulevard consists of two, 5 foot wide landscape areas on both sides of a 5 foot wide detached sidewalk. Medium trees are planted 20 feet on center along the streets, necessitating an alternative landscape plan. A 15 foot wide landscape buffer with a double row of large, 24 inch box evergreen trees is proposed along the west and south property line, adjacent to the existing residential developments.

### Elevations

The convenience store, fueling canopy, and daycare facility measure 28 feet, 20 feet, and 22 feet in height, respectively. The buildings features a modern style architecture with flat roof and variations in roof height of 2 feet as part of the parapet. The proposed materials are mostly stucco and include canopy shades above the windows and doors and aluminum store front windows.

### Floor Plans

The plans depict a convenience store, gas fueling canopy and daycare facility. The convenience store measures 4,500 square feet and the fueling canopy measures 3,014 square feet with 12 pumps. The daycare facility measures 12,000 square feet.

### Applicant's Justification

The applicant requests to allow for an attached sidewalk along the south side of Mountains Edge Parkway due to the northerly driveway is being incorporated into the existing bus turnout on Rainbow Boulevard. The portion of the east side of the property does not have attached sidewalk nor does the property to the north. Per Uniform Standard Drawing 234.4 (Bus Stop Placement Within Exclusive Right Turn Lane for Commercial Properties), the driveway return begins at the end the right turn lane prior to the taper back to existing pavement width. In this case, the right turn lane is about 75 feet; therefore, the driveway return begins there thus, reducing the distance from the intersection. The reduction in departure distance is requested for the driveway can be incorporated into the existing bus turnout. The waiver request will not deviate from the uniformity of the area.

### **Prior Land Use Requests**

Application Number	Request	Action	Date
ZC-0541-09	Reclassified 3.8 acres from R-E to C-1 zoning for a future commercial development	Approved by BCC	October 2009

### **Surrounding Land Use**

	Planned Land Use Category	Zoning District (Overlay)	Existing Land Use
North	Neighborhood Commercial	CG	Undeveloped
South	Mid-Intensity Suburban Neighborhood (up to 8 du/ac)	RS2	Single-family residential
East	Business Employment	IP	Convenience store with gas station & tavern
West	Mid-Intensity Suburban Neighborhood (up to 8 du/ac)	RS3.3	Single-family residential

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

### **Related Applications**

Application Number	Request
TM-25-500036	A tentative map for a 1-lot commercial subdivision is a companion item on this agenda.
VS-25-0151	A vacation and abandonment for patent easements and a portion of right-of-way being Rainbow Boulevard is a companion item on this agenda.

### **STANDARDS FOR APPROVAL:**

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

## **Analysis**

### **Comprehensive Planning**

#### **Waivers of Development Standards**

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

#### **Design Reviews**

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.

The proposed convenience store with gas fueling canopy and daycare facility is compatible with the development in the surrounding area. The proposed development on the site is located on the southwest corner of Mountains Edge Parkway and Rainbow Boulevard which are both high traveled roadways. Currently, a similar development is located across the street on the southeast corner of Mountains Edge Parkway and Rainbow Boulevard. Site access and circulation should not negatively impact adjacent roadways or neighborhood traffic. Staff does not have an objection to the alternative landscape plan which proposed medium trees 20 feet on center along Mountains Edge Parkway and Rainbow Boulevard. Approval of the design reviews are contingent upon the approval of the waiver of development standards and since staff is not supporting the attached sidewalk waiver request, staff cannot support the design reviews.

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

#### **Waiver of Development Standards #1**

Staff cannot support the request to install an attached sidewalk in place of detached sidewalk along Mountains Edge Parkway. Detached sidewalks provide a safer pathway for pedestrians by increasing the distance from traffic. The site has no sidewalks along Mountains Edge Parkway; therefore, there is no reason detached sidewalks cannot be installed.

#### **Waiver of Development Standards #2**

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

### **Staff Recommendation**

Approval of waiver of development standards #2; denial of waiver of development standards #1 and the design reviews.

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**

If approved:

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

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

- Drainage study and compliance;
- Traffic study and compliance;
- Full off-site improvements;
- The installation of detached sidewalks will require the vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control devices.

### **Fire Prevention Bureau**

- Applicant to show fire hydrant locations on-site and within 750 feet.
- Applicant is advised that fire/emergency access must comply with the Fire Code as amended.

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

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email [sewerlocation@cleanwaterteam.com](mailto:sewerlocation@cleanwaterteam.com) and reference POC Tracking #0072-2025 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

**TAB/CAC:** Enterprise - approval of waiver of development standards #2 and the design reviews; denial of waiver of development standards #1.

### **APPROVALS:**

### **PROTESTS:**

**APPLICANT:** SCHWARTZ, MERTON L. & JACQUELINE REVOCABLE TR ETAL &  
SCHWARTZ, MERTON L. TRS

**CONTACT:** JOSH HARNEY, BAUGHMAN & TURNER INC, 1210 HINSON STREET,  
LAS VEGAS, NV 89102



# 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 14, 2025

JOSH HARNEY  
BAUGHMAN & TURNER, INC.  
1210 HINSON STREET  
LAS VEGAS, NV 89102

REFERENCE: WS-25-0152

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 02, 2025. The final decision along with any conditions are listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

### APPROVED.

### CONDITIONS OF APPROVAL -

#### Comprehensive Planning

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Sami Real, Director

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### BOARD OF COUNTY COMMISSIONERS

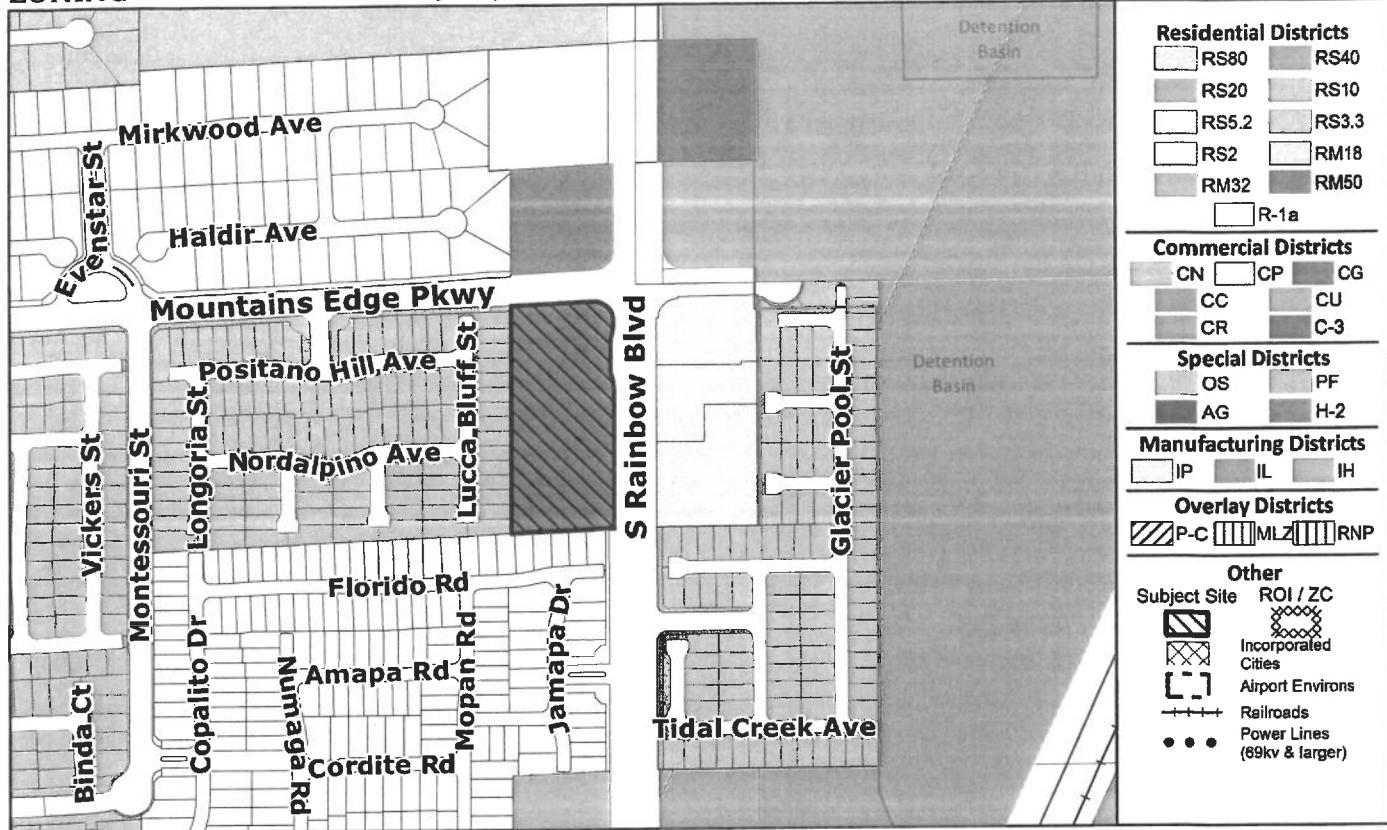
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# Commission Agenda Map

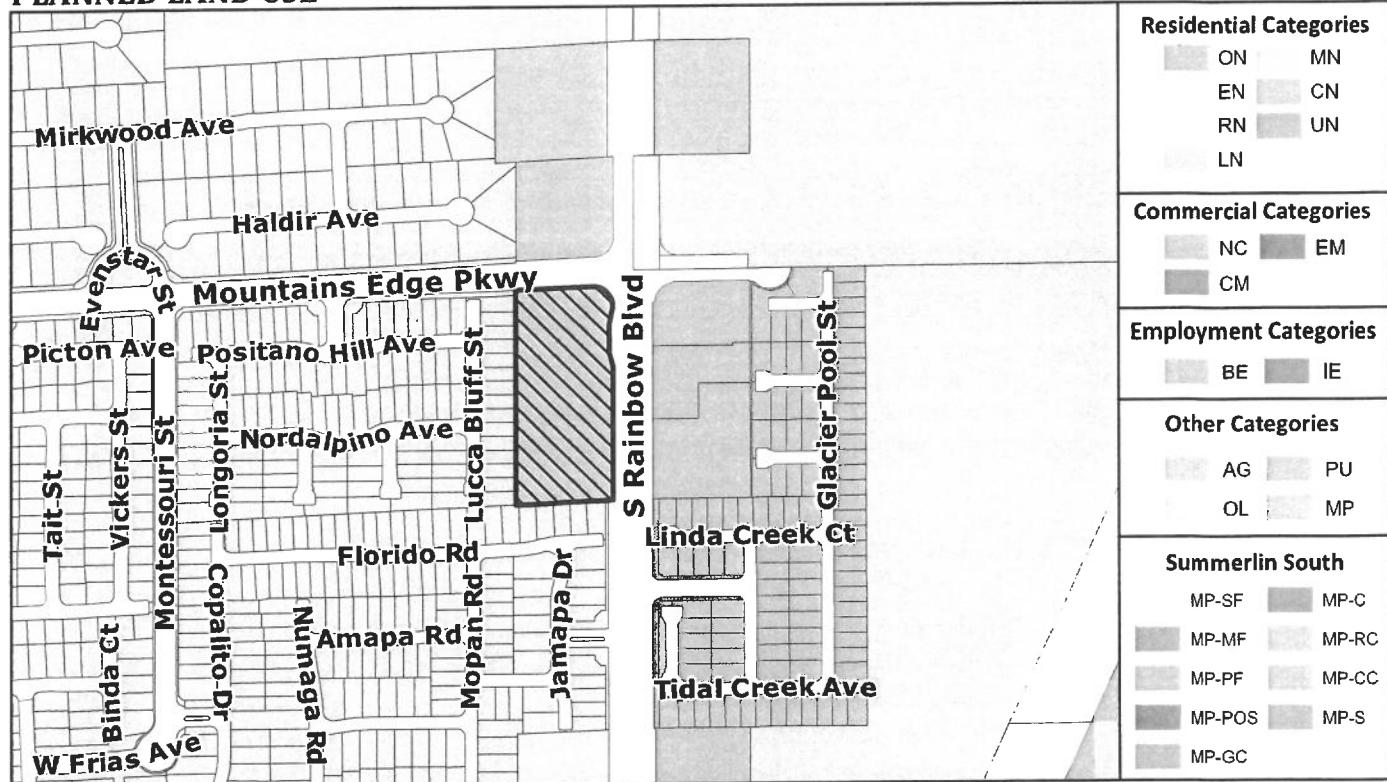
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## ZONING

Clark County Department of Comprehensive Planning, Clark County, Nevada



## PLANNED LAND USE



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