

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

Petitioner: Sami Real, Director, Department of Comprehensive Planning

Recommendation: ORD-24-900040 Conduct a public hearing on an ordinance to consider adoption of a Development Agreement with Remington Ute LLC for a commercial development on 1.7 acres, generally located south of Windmill Lane and west of Decatur Boulevard within Enterprise. JJ/lg (For possible action)

FISCAL IMPACT:

None by this action.

BACKGROUND:

The Board of County Commissioners (Board) approved a land use application UC-21-0188 for a commercial development on 1.7 acres, generally located south of Windmill Lane and west of Decatur Boulevard within Enterprise. Conditions of approval included the developer and/or owner entering into a Development Agreement prior to any permits being issued in order to provide their fair-share contribution towards public infrastructure necessary to provide service in the southwest portion of the Las Vegas Valley.

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

Staff recommends the Board conduct a public hearing.

Cleared For Agenda
03/20/24

BILL NO. 3-6-24-1

SUMMARY - An ordinance to adopt the Development Agreement with Remington Ute LLC for a commercial development on 1.7 acres, generally located south of Windmill Lane and west of Decatur Boulevard within Enterprise.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH REMINGTON UTE LLC FOR A COMMERCIAL DEVELOPMENT ON 1.7 ACRES, GENERALLY LOCATED SOUTH OF WINDMILL LANE AND WEST OF DECATUR 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 Remington Ute LLC for a commercial development on 1.7 acres, generally located south of Windmill Lane and west of Decatur 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 _____, 2024

INTRODUCED by: _____

PASSED on the _____ day of _____, 2024

VOTE:

AYES: _____

NAYS: _____

ABSTAINING:

ABSENT:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
TICK SEGERBLOM, Chair

ATTEST:

Lynn Marie Goya, County Clerk

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

APN(s): **176-13-501-008**
Please Return to: Sami Real
Comprehensive Planning Department
1st Floor, Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK

AND

REMINGTON UTE LLC

FOR

TERRIBLE'S C-STORE & CAR WASH

ORD-24-900040

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 **REMINGTON UTE 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 **UC-21-0188**, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.

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

SECTION 2 – RECITAL OF PREMISES, PURPOSE AND INTENT

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

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

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

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

- 2.02 Incorporation of Recitals. The foregoing recitals shall be deemed true and correct in all respects with respect to this Agreement and shall serve as the basis for the interpretation of this Agreement.
- 2.03 Permitted Uses, Density, Height and Size of Structures. Pursuant to NRS §278.0201 and the Code, this Agreement must set forth the maximum height and size of structures to be constructed on the Subject Property, the density of uses and the permitted uses of the land. County agrees the Project may be developed to the density and with the land uses set forth in the Land Use and Development Guide/Plan, along with the development standards set forth in the Concurrent Approvals and the Applicable Rules.

SECTION 3 – DEVELOPMENT OF THE PROJECT

- 3.01 Time for Construction and Completion of the Project. Subject to the terms of this Agreement and Applicable Rules, Owner shall have discretion as to the time of commencement, construction, phasing, and completion of any and all development of the Project. Nothing herein shall be construed to require the Owner to develop the Project or any part thereof.
- 3.02 Reliance on Concurrent Approvals and Applicable Rules. County hereby agrees that Owner will be permitted to carry out and complete the entire Project in accordance with the uses and densities set forth in the Concurrent Approvals subject to the terms and conditions of this Agreement and the Applicable Rules. Pursuant to the terms of this Agreement and subject to Owner's infrastructure obligations described in this Agreement, the development of the Project may proceed.
- 3.03 Air Quality Conformity. Owner acknowledges County has adopted an air quality plan and agrees to comply with the applicable provisions thereof, including any state and federal rules and regulations.
- 3.04 Dust Mitigation. Owner will educate Builders and contractors within the Project of the applicable rules of the Clark County Department of Air Quality & Environmental Management with respect to dust mitigation and will encourage compliance therewith.
- 3.05 Water Conservation. Owner agrees to encourage water conservation in the Project. Owner agrees to design any open space using the best available, water conserving techniques, including but not

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

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

SECTION 4 – PUBLIC FACILITIES

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

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

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

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

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

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

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

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

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

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

SECTION 5 – REVIEW AND DEFAULT

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

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

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

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

- (a) County Procedures

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

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

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

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

- 5.04 Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged default, the party alleging the default shall give notice of intent to amend or terminate this Agreement pursuant to NRS §278.0205 (the "Notice of Intent"), with notices sent in the manner provided by Section 7.08 of this Agreement. Following any such Notice of Intent, the matter shall be scheduled and noticed as required by law for consideration and review by the County Commission.
- 5.05 Unavoidable Delay or Default, Extension of Time for Performance. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, acts of terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than County) to perform acts or deeds necessary for the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties. If written notice of any such delay is given to County within thirty (30) calendar days after the commencement thereof, an automatic extension of time, unless otherwise objected to by County within ten (10) business days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between County and Owner.
- 5.06 Institution of Legal Action. The County and Owner agree that the County would not have entered into this Agreement if it were liable for damages under or with respect to this Agreement. Accordingly, the County and the Owner may pursue any remedy at law or equity available for breach, except that neither the Owner nor the County shall be liable to the other or to any other person or entity for any monetary damages whatsoever. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Section 5.03. Following such notice, a public hearing must be held by the County Commission where the allegations will be considered and a decision regarding their merits will be reached. Any judicial review of the County Commission's decision or any legal action taken pursuant to this Agreement will be heard by a Court under the standard review appropriate to Court review of zoning actions, and the decision of the County Commission shall be overturned or overruled if its decision is clearly arbitrary and capricious. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing. If a party desires to present new or additional evidence to the Court, such party may petition the Court to remand the matter to the County Commission to consider the additional or new evidence. Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Eighth Judicial District Court, State of Nevada.
- 5.07 Applicable Laws. This Agreement shall be construed and enforced in accordance with the law of the State of Nevada.

SECTION 6 – CONFLICTING LAWS

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

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

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

- 6.02 County Commission Hearings. In the event the County believes that an amendment to this Agreement is necessary pursuant to this Section 6 due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the County Commission. The County Commission shall determine the exact nature of the amendment or suspension necessitated by such federal or state law or regulation or action or inaction. Owner shall have the right to offer oral and written testimony at the hearing. Any suspension or modification ordered by the County Commission pursuant to such hearing is subject to judicial review as set forth in Section 5.06. The parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.
- 6.03 Cooperation in Securing Permits. The County shall use its Best Efforts to cooperate with Owner in securing any County permits, licenses or other authorizations which may be required as a result of any amendment or suspension resulting from actions initiated under this Section 6. Owner will be responsible to pay all applicable fees in connection with securing of the permits.

SECTION 7 – GENERAL PROVISIONS

- 7.01 Enforcement and Binding Effect. Subject to the limitations of NRS §278, this Agreement is enforceable by either party in accordance with its terms notwithstanding any change (which, except for this Agreement, would otherwise be applicable) in any of the Applicable Rules. Nothing in this Agreement shall prevent the County from increasing "cost based fees" which are deemed to be administrative fees for issuance of land use approvals, building permits, plan checks, or inspections which are based upon actual costs to the County and which are uniformly applied to all development and construction subject to the County's jurisdiction. "Cost based fees" do not include the fees addressed in Section 4.01 of this Agreement.
- 7.02 Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the date the land use application expires or upon the eighth (8th) anniversary of the Effective Date, or when all obligations hereunder are satisfied, whichever occurs earliest, unless extended by written agreement executed by County and Owner.
- 7.03 Assignment.
 - (a) Transfer Not to Relieve Owner of its Obligation. Except as expressly provided herein, no assignee or transferee of any portion of the Project within the area covered by a recorded subdivision map shall be subject to the obligations of Owner as to the portion of the Project so assigned or transferred nor be deemed to have assumed all such obligations, and such assignment or transfer shall not relieve Owner of its obligation as to the assigned or transferred portion of the Project.

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

7.04 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS §278.0205 and Section 5 of this Agreement, this Agreement may be amended from time to time or canceled only upon the mutual written agreement of the parties hereto; provided however, that to the extent this Agreement expires pursuant to Section 7.02 above.

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

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

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

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

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

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

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

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

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

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

[signatures appear on following page]

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

COUNTY:

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

Attest:

By: _____
Tick Segerblom, Chair

Lynn Marie Goya, County Clerk

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the _____ day of _____, _____,

By _____, Chair of the Board of County Commissioners, County of Clark,
State of Nevada

NOTARY PUBLIC

Signature

My Commission expires: _____

OWNER:

PRINT OWNER NAME

ENTITY NAME:

PRINT ENTITY NAME

By: _____
Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the _____ day of _____, _____,

by _____
(Printed Name of Document Signer)

NOTARY PUBLIC

Signature

My Commission expires: _____

OWNER:
David DelZotto
PRINT OWNER NAME

ENTITY NAME:
Remington Ute, LLC
PRINT ENTITY NAME

By: [Signature]
Owner Signature

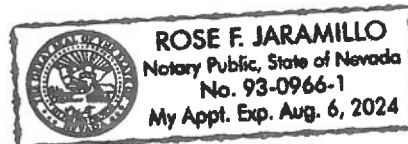
ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 5 day of February, 2024,
by David DelZotto
(Printed Name of Document Signer)

NOTARY PUBLIC
[Signature]
Signature

My Commission expires: Aug 06, 2024



**Exhibit “A”
Legal Description**

(see next page for attachment)

Legal Description

W. Windmill Ln. & S. Decatur Blvd.

THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 60 EAST M.D.M.

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

REMINGTON UTE LLC
5920 S. Rainbow Blvd., Suite 11
Las Vegas, NV 89118

Applicant/Correspondent

Dionicio Gordillo
204 Belle Isle Court
Henderson, NV 89012

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

06/16/21 BCC AGENDA SHEET

CONVENIENCE STORE/GAS STATION/
VEHICLE WASH
(TITLE 30)

WINDMILL LN/DECATUR BLVD

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

UC-21-0188-UTE INDIAN TRIBE:

USE PERMITS for the following: **1)** convenience store; **2)** gasoline station; **3)** vehicle wash; **4)** reduce the separation from a proposed convenience store to a residential use; **5)** reduce the separation from a proposed gasoline station to a residential use; **6)** reduce the setback from a convenience store to a section line road; and **7)** reduce the setback from a gasoline station to a section line road.

WAIVERS OF DEVELOPMENT STANDARDS for the following: **1)** alternative driveway geometrics; **2)** reduce driveway approach distances; **3)** reduce driveway departure distances; **4)** reduce vehicle wash separation from residential; **5)** reduce pedestrian walkway width; **6)** reduce height to setback ratio; **7)** reduce trash enclosure setback from residential use; **8)** alternative drive-thru talk box location; **9)** reduce number of loading zones; and **10)** modify area of landscape island fingers.

DESIGN REVIEWS for the following: **1)** convenience store; **2)** gasoline station (fuel canopy); **3)** vehicle wash; **4)** restaurant and drive-thru; **5)** retail buildings; **6)** finished grade; and **7)** alternative parking lot landscaping on 2.5 acres in a C-1 (Local Business) Zone.

Generally located on the southwest corner of Decatur Boulevard and Windmill Lane within Enterprise. JJ/bb/jd (For possible action)

RELATED INFORMATION:

APN:

176-13-501-008

USE PERMITS:

1. Allow a convenience store.
2. Allow a gasoline station.
3. Allow a vehicle wash.
4. Reduce the separation from a proposed convenience store to a residential use to 135 feet where 200 feet is required per Table 30.44-1 (a 33% reduction).
5. Reduce the separation for a proposed gasoline station to a residential use to 130 feet where 200 feet is required per Table 30.44-1 (a 35% reduction).
6. Reduce the setback for a convenience store to a section line road to 15 feet 3 inches where 30 feet is required per Table 30.44-1 (a 49% reduction).
7. Reduce the setback for a gasoline station to a section line road to 15 feet 3 inches where 30 feet is required per Table 30.44-1 (a 49% reduction).

WAIVERS OF DEVELOPMENT STANDARDS:

1. a. Reduce the throat depth for a driveway at Windmill Lane to 8 feet where a minimum of 25 feet is required per Uniform Standard Drawing 222.1 (a 68% reduction).
1. b. Reduce the throat depth for a driveway at Decatur Boulevard to 4 feet where a minimum of 25 feet is required per Uniform Standard Drawing 222.1 (an 84% reduction).
2. Reduce the approach distance to the intersection of Decatur Boulevard and Windmill Lane to 111 feet where a minimum distance of 150 feet is required per Uniform Standard Drawing 222.1 (a 26% reduction).
3. a. Reduce the departure distance from the intersection of Windmill Lane and Ribbon Falls Street to 56 feet where a minimum distance of 190 feet is required per Uniform Standard Drawing 222.1 (a 71% reduction).
3. b. Reduce the departure distance from the intersection of Windmill Lane and Decatur Boulevard to 154 feet where a minimum distance of 190 feet is required per Uniform Standard Drawing 222.1 (a 19% reduction).
4. Reduce the separation for a vehicle wash to a residential use to 150 feet where 200 feet is required per Table 30.44-1 (a 25% reduction).
5. Reduce an on-site pedestrian walkway around retail building to 4 feet in width where 5 feet is required per Section 30.60.050 (a 20% reduction).
6. a. Reduce the 3:1 height/setback ratio to a residential use (west) to 19 feet where 65 feet 3 inches is required per Figure 30.56-10 (a reduction of 68%).
6. b. Reduce the 3:1 height/setback ratio to a residential use (south) to 21 feet where 65 feet 3 inches is required per Figure 30.56-10 (a reduction of 68%).
7. Reduce trash enclosure setback (west) from a residential development to 36 feet where a minimum of 50 feet is required per 30.56.120 (a 48% reduction).
8. Allow talk boxes adjacent to and facing a residential development where required to be buffered per Table 30.56-2.
9. Reduce the number of loading zones to 1 where 2 loading zones are required per Section 30.60.070 (a reduction of 50%).
10. Allow the width of a landscape finger island to 5 foot 9 inches where 6 feet is the standard per Figure 30.64-14.

DESIGN REVIEWS:

1. Convenience store.
2. Gasoline station (fuel canopy).
3. Vehicle wash.
4. Restaurant with drive-thru.
5. Retail buildings.
6. Increase the finished grade to 30 inches where a maximum of 18 inches is the standard per Section 30.32.040 (a 67% increase).
7. Allow 1 landscape island finger per 18 parking spaces where 1 landscape finger island per 6 parking spaces is the standard per Figure 30.64-14.

LAND USE PLAN:
ENTERPRISE - COMMERCIAL NEIGHBORHOOD

BACKGROUND:

Project Description

General Summary

- Site Address: N/A
- Site Acreage: 2.5
- Project Type: Gas station/vehicle wash
- Number of Stories: 1
- Building Height: 27 feet, 9 inches
- Square Feet: 11,000 (retail)/4,000 (convenience store)
- Parking Required/Provided: 60/60

Site Plan

The C-1 zoned property is bordered by developed residential on the west and east and undeveloped planned and zoned residential on the south. The proposed uses will have a total of 60 parking spaces where 60 parking spaces are required. The property will be accessed from Windmill Lane on the north and Decatur Boulevard from the east. A bus lane is being developed as part of the right turn lane along Decatur Boulevard, south of Windmill Lane and adjacent to the east property line. The proposed retail building is oriented from north to south near the western property line. The convenience store and associated gas station with canopy are located on the east side of the retail building. The vehicle wash is located on the north side of the convenience store, adjacent to Windmill Lane. Vehicle wash access proceeds from east to west on the north side of the convenience store. The vehicle wash service bay doors face east and west, with landscaping between openings and the property lines.

The setbacks for the convenience store, fuel canopy, and vehicle wash are as follows:

- The convenience store is set back 135 feet from the western property line (residential development) and 15 feet 3 inches from the northern property line (section line).
- The fuel canopy is located approximately 59 feet south of the convenience store and covers 6 fuel islands. The fuel canopy is 130 feet 11 inches from the west property line (residential), 37 feet 8 inches from the east property line (residential development is across the street), and 85 feet 9 inches to the south property line (residential).
- The vehicle wash is set back 150 feet from the west property line (residential development).

The retail building will include up to 9 possible lease spaces and will include a drive-thru entering from the northwest portion of the building turning south and exiting at the southeast. The talk box is located on the southwest side of the retail building, adjacent to the residential development to the west. A trash enclosure and loading zone are located on the north edge of the retail building, with another trash enclosure located on the southeast corner of the convenience store. The trash enclosure adjacent to the retail building is located 36 feet 7 inches from the west property line and residential uses. The required pedestrian walkway around the retail building is only 4 feet 6 inches wide along the west, north, and south sides of the building. The pedestrian

walkway adjacent to the east wall of the convenience store is only 4 feet 1 inch where 5 feet is required. The applicant will provide lighting that meets Title 30 requirements, with 20 foot high down shielded lighting poles and wall lights. Bike racks are provided for both buildings and pedestrian pathways are provided in parking areas.

Landscaping

The landscape plan depicts a 5 foot 6 inch landscape strip meeting Figure 30.64-11 with trees every 20 feet on center along the west and south property lines. Those areas of the landscaping that require detached sidewalks adjacent to Windmill Lane and Decatur Boulevard are landscaped in accordance with Figure 30.64-17, including associated trees and shrubs. The plans depict 1 landscape finger island per 18 parking spaces rather than the 1 island per 6 parking spaces as required per Figure 30.64-14. The applicant is providing 5 medium trees in excess of the minimum number required. However, the width of the island is 5 foot 9 inches where 6 feet is required.

Elevations

The elevations depict an in-line retail building with 2 parapet elevations ranging between 23 feet and 28 feet. The building is constructed of stucco exteriors and includes 11 fabric canopy covers over the pedestrian walkways and above dark bronze glazed aluminum storefront systems. The parapet walls shield the mechanical equipment from view by the public and adjacent residential. The convenience store elevations depict the same type of construction, with a total of 5 fabric canopy covers over similar aluminum storefront windows and entrance. The convenience store height is 27 feet 9 inches at the highest point on the south side of the building. The vehicle wash is 23 feet 8 inches in height at the north side of the building. The portion of building surrounding the vehicle wash is single color stucco siding with no wall enhancements or architectural treatments. The north side elevation (vehicle wash) is single color stucco with no wall enhancements, material upgrades, or architectural features.

Floor Plans

The plans depict a 2.5 acre property with an 11,000 square retail building, 4,000 square foot convenience store with attached vehicle wash, and 3,096 square foot fuel canopy, and drive-thru restaurant. A restroom will be included with the convenience store as required in Title 30 and Title 6.

Signage

Signage is not a part of this request.

Applicant's Justification

The applicant is proposing to construct a neighborhood commercial development with convenience store, vehicle wash, retail building, and gasoline station. The required 60 parking spaces are provided along with 39 foot driveway entrances at Windmill Lane and Decatur Boulevard. Bike racks are provided within 100 feet of the building entrances. Lighting will meet design standards and be down shielded as required in the parking areas and along the walls of the buildings. All planting materials will be low water and low maintenance species, and native to the southwest. Plants will comply with the Southern Nevada Regional Planning Coalition plant list as outlined in the landscape plan. The convenience store with gas station,

vehicle wash, and retail building will attract new business to the area, add employment opportunities and be convenient for neighborhood use.

Prior Land Use Requests

Application Number	Request	Action	Date
ZC-0135-07	Reclassified from R-E to C-1 zoning	Approved by BCC	March 2007

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North	Commercial General	C-2	Place of worship
South	Residential Low (up to 2 du/ac)	R-E	Undeveloped
East	Residential High (8 to 18 du/ac)	R-2	Single family residential
West	Residential Suburban (up to 8 du/ac)	R-2	Single family residential

This site and the surrounding area are located in the Public Facilities Needs Assessment (PFNA) area.

STANDARDS FOR APPROVAL:

The applicant shall demonstrate that the proposed request meets the goals and purposes of Title 30.

Analysis

Current Planning

Use Permits

A use permit is a discretionary land use application that is considered on a case by case basis in consideration of Title 30 and the Comprehensive Master Plan. One of several criteria the applicant must establish is that the use is appropriate at the proposed location and demonstrate the use shall not result in a substantial or undue adverse effect on adjacent properties.

Urban Specific Policy 61 of the Comprehensive Master Plan discourages nuisances caused by incompatible uses, noise, lighting, and signs that detract from and are not consistent with the existing residential development. Urban Specific Policy 62 encourages intense buffering and design features on the perimeter of parcels adjacent to existing or proposed single family uses. Appropriate buffers, such as setbacks, drought-tolerant landscaping, building height and materials should be considered and integrated into commercial developments. If the retail building had appropriate 4 sided architecture and roof improvements, it could be compatible with the adjacent residential uses. The proximity of commercial structures to residential uses is not off-set by enhanced architectural, material, or roof treatments. The trees located along the west property line are the minimum needed to screen the existing homes from the buildings, which conflicts with the policy to provide intense buffers. The design of the vehicle wash and convenience store facing Windmill Lane does not provide adequate enhancements for consideration. The proposed uses are reasonable if developed to be compatible with the surrounding area; however, since staff does not support many of the related characteristics of this proposal, staff does not support the use permits.

Waivers of Development Standards

According to Title 30, the applicant shall have the burden of proof to establish that the proposed request is appropriate for its existing location by showing that the uses of the area adjacent to the property included in the waiver of development standards request will not be affected in a substantially adverse manner. The intent and purpose of a waiver of development standards is to modify a development standard where the provision of an alternative standard, or other factors which mitigate the impact of the relaxed standard, may justify an alternative.

Waivers of Development Standards #4, #7, & #10

The vehicle wash is oriented adjacent to and parallel with Windmill Lane. The noise generated by the vehicle wash will be negated by distance to the nearest houses, and the existing and future road noise generated by Windmill Lane. The location of the trash enclosure on the north side of the retail building will not be detrimental to the surrounding area or character of the neighborhood when considering the nearest home to the west is screened from view by intense landscaping on both sides of the wall, and 80 additional feet from the property line/wall to the home. The reduced dimensions of the parking lot landscape fingers are minimal and will not limit the planting of trees or shrubs. However, since staff does not support the other waivers of development standards and design reviews, staff does not support this portion of the request.

Waivers of Development Standards #5, #6a, #6b, #8, & #9

The pedestrian walkway access around the retail building and convenience store needs to be the full 5 foot width to accommodate ingress and egress of emergency personnel and those with mobility and access requirements. The lack of architectural, material, and roof enhancements on the west side of the retail building, makes the reduction of the 3:1 height setback ratio incompatible with the adjacent residential uses and character of the neighborhood. The proposed talk box faces west and will negatively impact the character of the residential area when considering noise during business hours. The talk box will disrupt the harmony of the residential neighborhood during business hours, which can occur at night. The removal of 1 of the required loading zones will negatively impact the circulation of traffic within the proposed development and specifically will not serve the convenience store with the proposed location of the 1 proposed loading zone on the north end of the retail building. The proposed loading zone will require access across the main entry driveway to connect with the convenience store. In addition, there is no pedestrian pathway access shown on the site plan from the north end of the retail building to the convenience store. Staff recommends denial of waivers #5, #6a, #6b, #8, and #9.

Design Reviews #1 through #5, & #7

The applicant is providing 5 additional trees than required; therefore, staff can support the alternative parking lot landscaping. However, staff cannot support the proposed design of the buildings without significant improvements to the building materials, architecture, and roof to match the residential character of the neighborhood. Urban Specific Policy 78 encourages compatible building material treatments on all building sides to eliminate blank building elevations along public rights-of-way and areas visible to the general public to improve visual quality. This also includes design variations to a building's mass, including different roof forms. The stark elevation treatment along the north side of the convenience store and vehicle wash is the face of the building to the public on Windmill Lane. The west side of the retail

building is limited to painted stucco and no enhancements. This property should be greatly enhanced with 4 sided architecture and design that includes stone or brick accents and improved rooflines, with matching materials to the surrounding residential uses. Staff does not support these requests.

Public Works - Development Review

Waiver of Development Standards #1a

Staff has no objection to the reduction in the throat depth for the Windmill Lane commercial driveway. The applicant provided landscape buffers adjacent to the driveway and oriented the car wash exit to prevent vehicles from stacking in the drive aisle avoiding immediate conflicts with vehicles exiting the right-of-way. However, since Planning is recommending denial of the application, staff cannot support this waiver.

Waiver of Development Standards #1b

The applicant is providing a right turn lane adjacent to the Decatur Boulevard commercial driveway for a safe transition into the site from the right-of-way. Additional landscaping on both sides further mitigates potential impacts from the reduction in the throat depth. Therefore, staff does not object to this request. However, since Planning is recommending denial of the application, staff cannot support this waiver.

Waivers of Development Standards #2 & #3a

Staff has no objection to the reduction in the approach or departure distance for the Windmill Lane commercial driveway. Ribbon Falls Street serves an 80 lot subdivision and should see minimal usage and the applicant placed the driveway closer to the private street to minimized the potential safety hazards. Although the departure and approach distances do not comply with the minimum standards, staff finds the location allows vehicles to safely access the site. However, since Planning is recommending denial of the application, staff cannot support this waiver.

Waiver of Development Standards #3b

Staff has no objection to the reduction in the departure distance for the Decatur Boulevard commercial driveway. The applicant placed the driveway as far south as the site will allow. However, since Planning is recommending denial of the application, staff cannot support this waiver.

Design Review #6

This design review represents the maximum grade difference within the boundary of this application. This information is based on preliminary data to set the worst case scenario. Staff will continue to evaluate the site through the technical studies required for this application. Approval of this application will not prevent staff from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approval. However, since Planning is recommending denial of the application, staff cannot support this design review.

Department of Aviation

The development will penetrate the 100:1 notification airspace surface for McCarran International Airport. Therefore, as required by 14 CFR Part 77, and Section 30.48.120 of the

Clark County Unified Development Code, the Federal Aviation Administration (FAA) must be notified of the proposed construction or alteration.

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 Comprehensive Master Plan, Title 30, and/or the Nevada Revised Statutes.

PRELIMINARY STAFF CONDITIONS:

Current 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 final zoning inspection.
- Applicant is advised that the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that this application must commence within 2 years of approval date or it will expire.

Public Works - Development Review

- Drainage study and compliance;
- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Section 30.32.040(a)(9) are needed to mitigate drainage through the site;
- Traffic study and compliance;
- Full off-site improvements;
- Right-of-way dedication to include 50 feet to the back of curb for Windmill Lane, 60 feet for Decatur Boulevard, and a 54 foot property line radius spandrel at the northeast corner of the site;
- 90 days to record required right-of-way dedications and any corresponding easements;
- If required by the Regional Transportation Commission (RTC), dedicate and construct right-of-way for a combination bus turnout/right turn lane, including passenger loading/shelter areas in accordance with RTC standards;
- Coordinate with Public Works - Design Division for the Decatur Boulevard improvement project;
- Dedicate any right-of-way and easements necessary for the Decatur Boulevard improvement project.

- 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; and that that approval of this application will not prevent Public Works from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approvals.

Department of Aviation

- Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Director of Aviation a "Property Owner's Shielding Determination Statement" and request written concurrence from the Department of Aviation;
- If applicant does not obtain written concurrence to a "Property Owner's Shielding Determination Statement," then applicant must also receive either a Permit from the Director of Aviation or a Variance from the Airport Hazard Areas Board of Adjustment (AHABA) prior to construction as required by Section 30.48 Part B of the Clark County Unified Development Code;
- No building permits should be issued until applicant provides evidence that a "Determination of No Hazard to Air Navigation" has been issued by the FAA or a "Property Owner's Shielding Determination Statement" has been issued by the Department of Aviation.
- Applicant is advised that the FAA's determination is advisory in nature and does not guarantee that a Director's Permit or an AHABA Variance will be approved; that FAA's airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments; that the FAA's airspace determinations include expiration dates; and that separate airspace determinations will be needed for construction cranes or other temporary equipment.

Building Department - Fire Prevention

- Applicant is advised that operational permits may be required for this facility and to contact Fire Prevention for further information at (702) 455-7316.

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 #0049-2021 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require a new POC analysis.

TAB/CAC: Enterprise - denial.

APPROVALS:

PROTESTS:

APPLICANT: REMINGTON NEVADA

CONTACT: SHELDON COLEN, SCA DESIGN, 2580 ST. ROSE PARKWAY, SUITE 305, HENDERSON, NV 89074

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE EFFECT: VERTICAL REDUCED FROM 11.171/000:000

MAP LEGEND

PARCEL BOUNDARY
 SUB-BOUNDARY
 ROAD EASEMENT
 MATCH LEADER LINE
 HISTORIC LOT LINE
 HISTORIC SUB-BOUNDARY
 HISTORIC ROAD BOUNDARY
 SECTION LINE

CGIC/ANNUAL UNIT
 AIR SPACE POL
 RIGHT OF WAY POL
 SUB-SURFACE POL
 202 PARCEL SUB/SEQ NUMBER
 PB 34-46 PLAT RECORDING NUMBER
 5 BLOCK NUMBER
 5 LOT NUMBER
 4-5 GOV. LOT NUMBER

Scale: 1" = 200'

Rev: 8/17/2022

ASSessor's PARCELS - CLARK CO., NV.
 Briana Johnson - Assessor

T22S R60E

BOOK

164 163

175 176

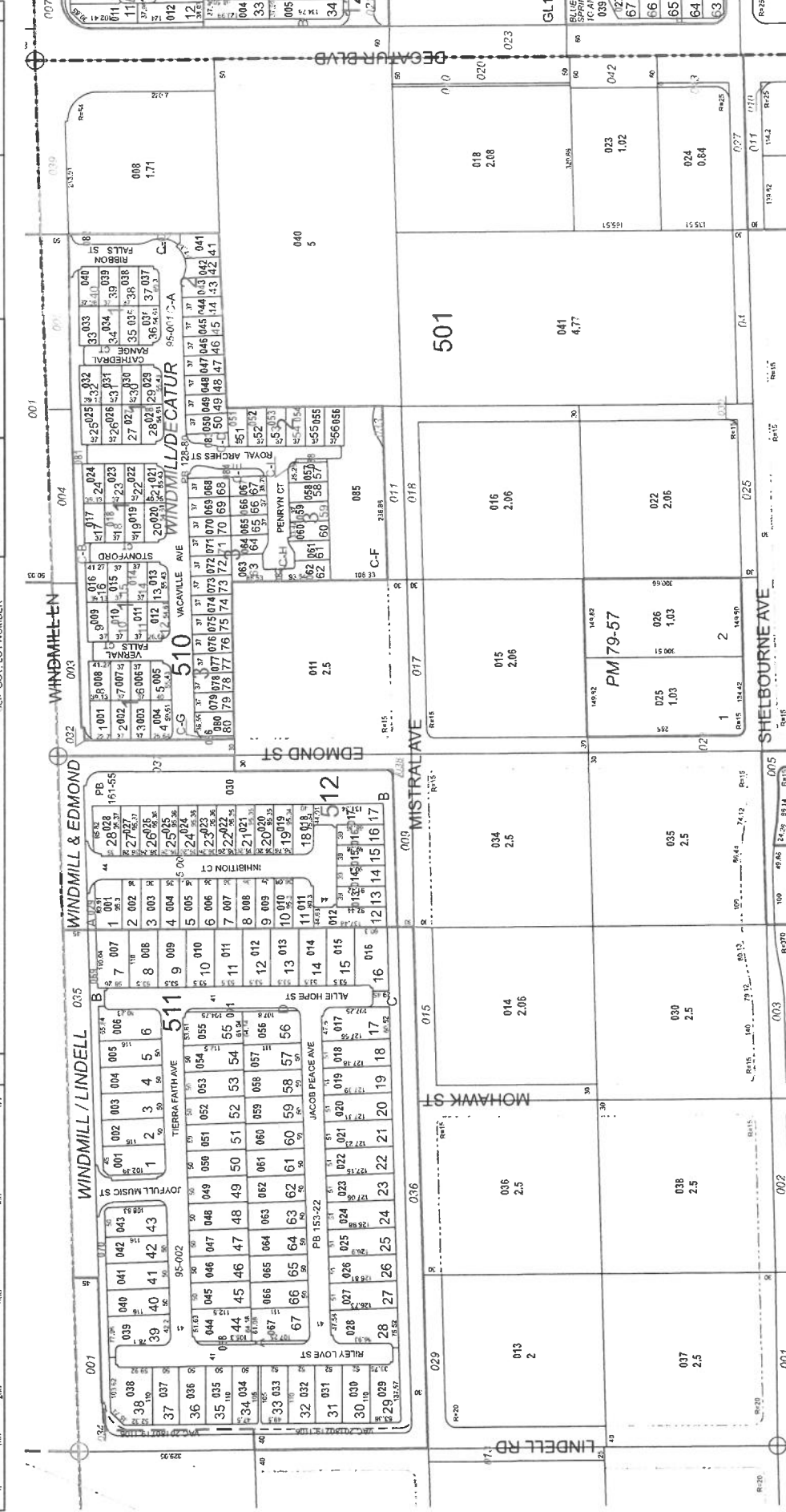
193 192

176-13-5

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TAX DIST 635



Department of Comprehensive Planning

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

Nancy A. Amundsen, Director

NOTICE OF FINAL ACTION

June 28, 2021

SCA DESIGN
SHELDON COLEN
2525 W. HORIZON RIDGE PKWY, SUITE 230
HENDERSON, NV 89052

REFERENCE: UC-21-0188

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

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of **June 16, 2021** and was **APPROVED** subject to the conditions 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.**

CONDITIONS OF APPROVAL -

Current Planning

- Intense landscaping to be installed on westernmost property line;
- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that this application must commence within 2 years of approval date or it will expire.

Public Works - Development Review

- Drainage study and compliance;
- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Section 30.32.040(a)(9) are needed to mitigate drainage through the site;
- Traffic study and compliance;

BOARD OF COUNTY COMMISSIONERS

MARILYN KIRKPATRICK, Chair • JAMES B. GIBSON, Vice Chair
MICHAEL NAFT • JUSTIN C. JONES • TICK SEGERBLOM • ROSS MILLER • WILLIAM MCCURDY II
YOLANDA T. KING, 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

Nancy A. Amundsen, Director

- Full off-site improvements;
- Right-of-way dedication to include 50 feet to the back of curb for Windmill Lane, 60 feet for Decatur Boulevard, and a 54 foot property line radius spandrel at the northeast corner of the site;
- 90 days to record required right-of-way dedications and any corresponding easements;
- If required by the Regional Transportation Commission (RTC), dedicate and construct right-of-way for a combination bus turnout/right turn lane, including passenger loading/shelter areas in accordance with RTC standards;
- Coordinate with Public Works - Design Division for the Decatur Boulevard improvement project;
- Dedicate any right-of-way and easements necessary for the Decatur Boulevard improvement project.
- 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; and that that approval of this application will not prevent Public Works from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approvals.

Department of Aviation

- Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Director of Aviation a "Property Owner's Shielding Determination Statement" and request written concurrence from the Department of Aviation;
- If applicant does not obtain written concurrence to a "Property Owner's Shielding Determination Statement," then applicant must also receive either a Permit from the Director of Aviation or a Variance from the Airport Hazard Areas Board of Adjustment (AHABA) prior to construction as required by Section 30.48 Part B of the Clark County Unified Development Code;
- No building permits should be issued until applicant provides evidence that a "Determination of No Hazard to Air Navigation" has been issued by the FAA or a "Property Owner's Shielding Determination Statement" has been issued by the Department of Aviation.
- Applicant is advised that the FAA's determination is advisory in nature and does not guarantee that a Director's Permit or an AHABA Variance will be approved; that FAA's airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments; that the FAA's airspace determinations include expiration dates; and that separate airspace determinations will be needed for construction cranes or other temporary equipment.

Building Department - Fire Prevention

- Applicant is advised that operational permits may be required for this facility and to contact Fire Prevention for further information at (702) 455-7316.

BOARD OF COUNTY COMMISSIONERS

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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 and reference POC Tracking #0049-2021 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require a new POC analysis.

WAIVERS OF DEVELOPMENT STANDARDS #5, #6A, #6B, #8, #9, AND #10 WERE WITHDRAWN.

BOARD OF COUNTY COMMISSIONERS

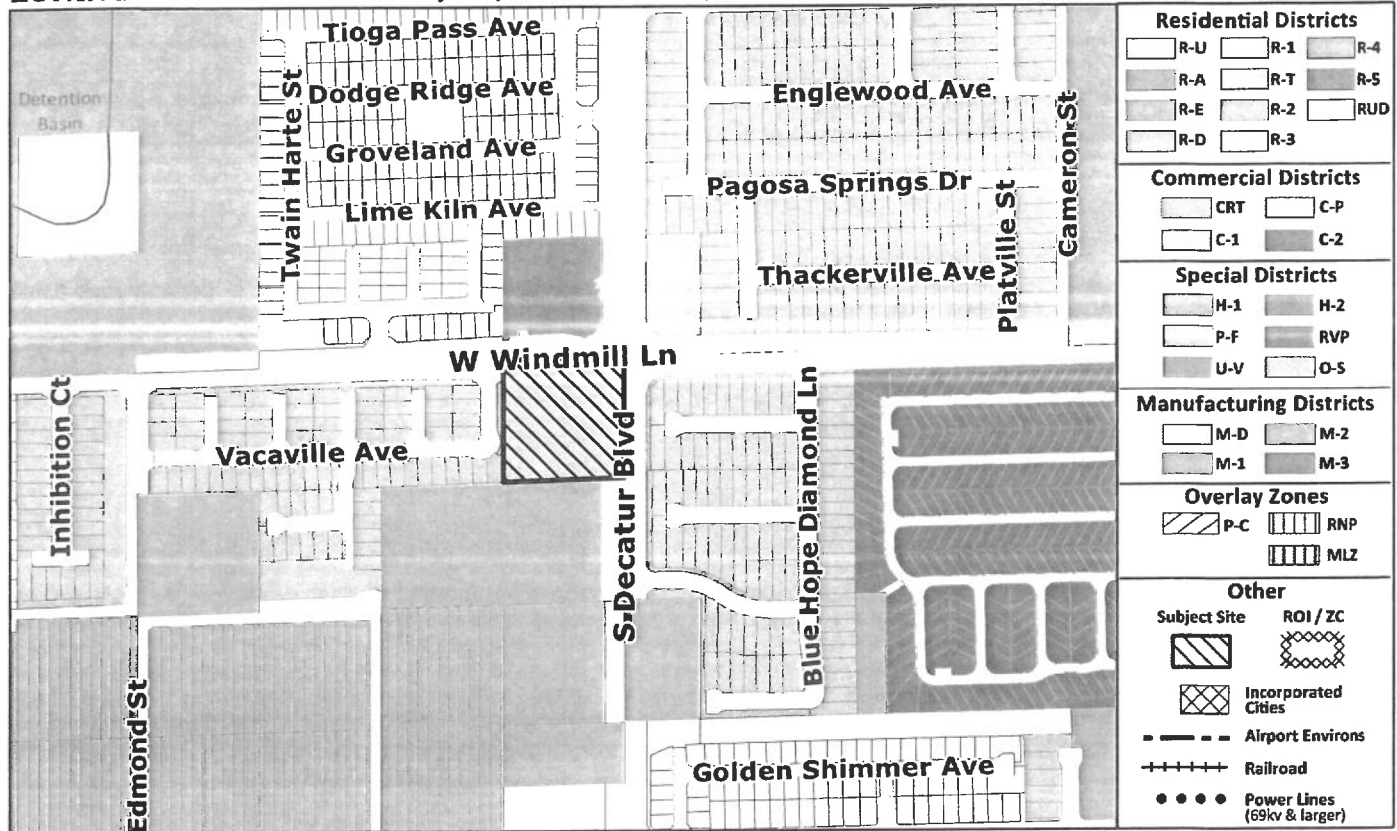
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Commission Agenda Map

UC-21-0188

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)
17613501008



1" = 500 Feet
Map Created on 5/3/2021

