

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

Petitioner: Sami Real, Director, Department of Comprehensive Planning

Recommendation: ORD-25-901028: Conduct a public hearing on an ordinance to consider adoption of a Development Agreement with 215 PROPERTIES, LLC for a single-family residential development on 7.92 acres, generally located south of Pebble Road and east of Grand Canyon Drive within Enterprise. JJ/dd (For possible action)

FISCAL IMPACT:

None by this action.

BACKGROUND:

The Board of County Commissioners (Board) approved a land use application NZC-23-0239 for a single-family residential development on 7.92 acres, generally located north of Pebble Road and east of Grand Canyon Drive (alignment) 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. 1-21-26-3

SUMMARY - An ordinance to adopt the Development Agreement with 215 PROPERTIES, LLC for a single-family residential development on 7.92 acres, generally located south of Pebble Road and east of Grand Canyon Drive within Enterprise.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH 215 PROPERTIES, LLC FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT ON 7.92 ACRES, GENERALLY LOCATED SOUTH OF PEBBLE ROAD AND EAST OF GRAND CANYON DRIVE WITHIN ENTERPRISE, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

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

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.06 of the Clark County Code, the Development Agreement with 215 PROPERTIES, LLC for a single-family residential development on 7.92 acres, generally located south of Pebble Road and east of Grand Canyon Drive within Enterprise, is hereby adopted.

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

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sections, subsections, clauses, phrases or sentences contained in the Clark County Code in conflict herewith are hereby repealed.

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

PROPOSED on the _____ day of _____, 2026

INTRODUCED by: _____

PASSED on the _____ day of _____, 2026

VOTE:

AYES: _____

NAYS: _____

ABSTAINING:

ABSENT:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
MICHAEL NAFT, Chair

ATTEST:

Lynn Marie Goya, County Clerk

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

APN(s): **176-19-501-001, -002, & -003**

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

215 PROPERTIES, LLC

FOR

PEBBLE PARK SOUTH

ORD-25-901028

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 **215 PROPERTIES, LLC** the Owner of the real property described on Exhibit "A" attached hereto (hereinafter referred to as the "Owner") and incorporated herein by reference.

SECTION 1 – DEFINITIONS

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

- (a) "Agreement" has the meaning assigned to it in the first paragraph hereof. Agreement at any given time includes all addenda and exhibits incorporated by reference and all amendments, which have become effective as of such time.
- (b) "Applicable Rules" means the specific code, ordinances, rules, regulations and official policies of the County as adopted and in force at the time of permit issuance or map recordation and as amended from time to time, regarding planning, zoning, subdivisions, timing and phasing of development, permitted uses of the Subject Property, density, design, and improvement standards and specifications applicable to the Project, including the Public Facilities Needs Assessment Report, and the fees incorporated herein, except that:
 - (1) The fees required in the County Code specifically for the Major Projects shall *not* apply to the Project, unless and until the parties agree that the development of the Project will be processed as a Major Project;
and
 - (2) The zoning established by the Concurrent Approvals will not be amended or modified during the term of this Agreement without Owner's prior written approval.
- (c) "Best Efforts" means, in the case of any contingent obligation of County or Owner, that the party so obligated will make a good faith effort to accomplish the stated goal, task, project or promised performance, provided such term does not imply a legal obligation to take any specific action if:
 - (i) In the case of a County obligation, such action would, in the reasoned opinion of the County Commission, be imprudent given competing public needs and projects; or
 - (ii) In the case of an Owner obligation, such action would, in the reasoned opinion of the Owner, be commercially unreasonable.In either case, upon request, the responsible party shall give written notice to the other party that it has considered such contingent obligation and the reason for its decision not to perform.
- (d) "Builder" means any person or entity, which constructs final improvements (other than off-site improvements or infrastructure) with respect to a subdivision or parcel of the Subject Property.
- (e) "Code" means the Clark County Code, including all rules, regulations, standards, criteria, manuals and other references adopted herein.
- (f) "Concurrent Approvals" means the zoning, land use or map approvals and authorizations, relating to the Subject Property, together with the applicable conditions, as granted by the County Commission, including without limitation those approvals and conditions of

approval per **NZC-23-0239**, 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)	\$ 627.59	\$ 1,060.80	\$ 1,688.39
Multi Family Dwelling Unit (per dwelling unit)	\$ 627.59	\$ 1,040.11	\$ 1,667.70
Retail (per square foot gross floor area)	N/A	\$ 0.71	\$ 0.71
Office (per square foot gross floor area)	N/A	\$ 0.79	\$ 0.79
Industrial (per square foot gross floor area)	N/A	\$ 0.47	\$ 0.47
Hotel (per room)	N/A	\$ 1,062.52	\$ 1,062.52

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

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

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

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

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

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

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

SECTION 5 – REVIEW AND DEFAULT

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

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

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

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

(a) County Procedures

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

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

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

(b) Owner Procedures

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

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

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

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

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

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

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

SECTION 6 – CONFLICTING LAWS

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

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

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

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

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

SECTION 7 – GENERAL PROVISIONS

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

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

7.03 Assignment.

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

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

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

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

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

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

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

To County: COUNTY OF CLARK
Department of Comprehensive Planning, Current Planning Division
Clark County Government Center
500 South Grand Central Parkway, 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:

Michael Naft, Chair

Lynn Marie Goya, County Clerk

OWNER:

215 PROPERTIES LLC

PRINT OWNER NAME

PRINT OWNER NAME
By: Alan L. Isaacman
Managing Member
By: Alan L. Isaacman
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)

ENTITY NAME:

PRINT ENTITY NAME

NOTARY PUBLIC

Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 12/18/2025 before me, Kari D. Beauchette, A Notary
(Date) (Please Insert Name and Title of the Notary)

(Date) (Please insert name and title of the Officer) **Alan L. Isaacman** **Public**
personality appeared

(Name(s) of Signer(s))
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Signature of Notary Public)

(Scal)

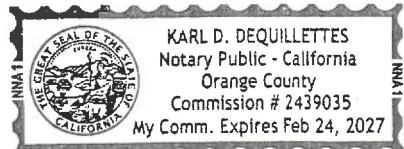


Exhibit "A"
Legal Description

(see next page for attachment)

LEGAL DESCRIPTION

176-19-501-001

NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4 OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 60 EAST , M.D.M.

176-19-501-002

NORHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 60 EAST , M.D.B.&M.

176-19-501-003

NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 60 EAST , M.D.B.&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 215 Properties, LLC
6345 South Jones Blvd, Suite #400
Las Vegas, NV 89118

Applicant/Correspondent DHI Engineering, LLC
1081 Whitney Ranch Drive
Henderson, NV 89014

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

(see next page for attachments)

SINGLE FAMILY RESIDENTIAL
(TITLE 30)

GRAND CANYON DR/PEBBLE RD

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

NZC-23-0239-CIRCLE Q RANCH II, LLC:

ZONE CHANGES for the following: 1) reclassify 4.6 acres from an R-E (Rural Estates Residential) (RNP-I) Zone to an R-1 (Single Family Residential) Zone; and 2) reclassify 2.7 acres from an R-E (Rural Estates Residential) (RNP-I) Zone to an R-2 (Medium Density Residential) Zone.

WAIVERS OF DEVELOPMENT STANDARDS for the following: 1) increase wall height; 2) increase accessory structure height; 3) alternative street landscaping; 4) eliminate landscaping adjacent to a less intensive use; and 5) off-site improvements (streetlights).

DESIGN REVIEWS for the following: 1) single family residential development; 2) hammerhead street design; and 3) finished grade.

Generally located on the east side of Grand Canyon Drive and the south side of Pebble Road within Enterprise (description on file). JJ/md/syp (For possible action)

RELATED INFORMATION:

APN:

176-19-501-001 through 176-19-501-003

WAIVERS OF DEVELOPMENT STANDARDS:

1. Increase combined screen wall/retaining wall height up to 12 feet (6 foot retaining wall/6 foot screen wall) where a maximum wall height of 9 feet (3 foot retaining wall/6 foot screen wall) is permitted per Section 30.64.050 (a 33.3% increase).
2. Increase accessory structure height (tiered retaining walls) up to 30 feet (24 foot retaining wall/6 foot screen wall) where a maximum accessory structure height of 14 feet is permitted per Table 30.40-2 (a 114.3% increase).
3. Allow alternative street landscaping, including an attached sidewalk, along Pebble Road where landscaping and a detached sidewalk is required per Section 30.64.030 and Figure 30.64-17.
4. Eliminate landscaping adjacent to a less intensive use (single family residential development) where a 5.5 foot wide landscape strip with 1 large 24 inch box Evergreen tree per 30 feet is required per Figure 30.64-11.
5. Waive off-site improvements (streetlights) where required per Chapter 30.52.

DESIGN REVIEWS:

1. Single family residential development.
2. Allow a street terminating in a hammerhead design where a radius cul-de-sac per Uniform Standard Drawing is preferred per Section 30.56.080.
3. Increase finished grade to 72 inches where a maximum of 36 inches is the standard per Section 30.32.040 (a 100% increase).

LAND USE PLAN:

ENTERPRISE - RANCH ESTATE NEIGHBORHOOD (UP TO 2 DU/AC)

BACKGROUND:**Project Description****General Summary**

- Site Address: 8920 S. Grand Canyon Drive & 9725 W. Pebble Road
- Site Acreage: 7.3
- Number of Lots: 18 (R-1 portion)/16 (R-2 portion)
- Density (du/ac): 4 (R-1 portion)/6.1 (R-2 portion)
- Minimum/Maximum Lot Size (square feet): 7,224/12,452 (R-1 portion)/3,881/5,682 (R-2 portion)
- Project Type: Single family residential development
- Number of Stories: 1 to 2
- Building Height (feet): 19 to 25
- Square Feet: 1,704 to 2,307

Neighborhood Meeting Summary

This request is for a nonconforming zone change to reclassify 4.6 acres and 2.7 acres from an R-E (RNP-I) zoning district to R-1 and R-2 zoning districts, respectively, for a single family residential development. The project site will consist of 2 separate residential subdivisions, that will not be connected via the proposed public streets. The applicant conducted a neighborhood meeting on August 8, 2022, as required by the nonconforming zone boundary amendment process. The required meeting notices were mailed to the neighboring property owners within 1,500 feet of the project site. There were 14 neighbors in attendance and expressed the following concerns: 1) off-site improvements, specifically internal and external streetlights; 2) technical studies; 3) water pressure within the immediate area; and 4) ability to develop the project site considering the topography within the surrounding area.

Site Plans**APNs 176-19-501-001 & 002 (west portion of project site)**

The plans depict a single family residential development consisting of 18 lots on 4.6 acres with a density of 4 dwelling units per acre. The minimum and maximum lot sizes are 7,224 square feet and 12,452 square feet, respectively. The primary ingress and egress to the proposed development is via an internal 49 foot wide east/west public street (Avenue "A") that connects to Grand Canyon Drive. A 5 foot wide attached sidewalk is located on the north and south sides of the public street. The public street consists of a roundabout (traffic circle) measuring up to 75 feet in width, located 7 lots to the east of Grand Canyon Drive [between Lots 19 & 20 (north

side); and 33 & 34 (south side)], and terminates into a stub street located between common element "D" and Lot 17, which is the boundary of the R-1 and R-2 zoning districts. A 5 foot wide detached sidewalk is proposed along Grand Canyon Drive. A 5 foot wide attached sidewalk is proposed along Pebble Road, in lieu of the required detached sidewalk, necessitating a waiver of development standards. The proposed subdivision will not connect to the single family development located immediately to the east. There is approximately 13 feet of open area between the stub street in the R-1 zoned portion of the subdivision and the stub street in the R-2 zoned portion of the subdivision. A portion of Park Street is proposed to be vacated (VS-23-0240) and the remaining portion of Park Street (public) will terminate in a north/south cul-de-sac bulb at the southeast corner of the development, adjacent to common element "D". A 5 foot wide attached sidewalk is proposed around the cul-de-sac bulb. A waiver of development standards to eliminate the requirement for streetlights is also a part of this request. A design review is requested to increase finished grade up to a maximum of 72 inches within the interior of the development, due to the steep topography of the site.

APN 176-19-501-003 (east portion of project site)

The plans depict a single family residential development consisting of 16 lots on 2.7 acres with a density of 6.1 dwelling units per acre. The minimum and maximum lot sizes are 3,881 square feet and 5,682 square feet, respectively. The primary ingress and egress to the proposed development is via an internal 47 foot wide north/south public street (Street "C") that connects to Pebble Road. The north/south public street connects to an internal 49 foot wide east/west public street (Avenue "B"). Avenue "B" terminates as a stub street (13 feet to the east of the stub street in the R-1 zoned portion of the project) and a hammerhead street design at the west and east portions of the development, respectively. The hammerhead street design at the east portion of the development, between Lots 8 and 9, requires a design review. Both internal public streets feature 5 foot wide attached sidewalks. A design review is requested to increase finished grade up to a maximum of 72 inches within the interior of the development, due to the steep topography of the site.

Landscaping

The plans depict a 15 foot wide landscape area, including a 5 foot wide detached sidewalk, along Grand Canyon Drive. A 6 foot wide landscape area behind a 5 foot wide attached sidewalk is proposed adjacent to Pebble Road. A landscape area (common element "D"), ranging between 6 feet to 45 feet in width, is located adjacent to Park Street. Trees, shrubs, and groundcover are included within the street landscape areas. A waiver of development standards is necessary to increase the height of an accessory structure, being a tiered retaining wall system located along the southwest property line of the development (outside of the 5 foot accessory structure setback), up to a maximum height of 30 feet. A second waiver of development standards is required to permit a screen wall/retaining wall height up to 12 feet (6 foot retaining wall/6 foot screen wall) behind the 6 foot wide street landscape area adjacent to Pebble Road. Furthermore, a third waiver of development standards is required to eliminate the required landscape area between the R-1 and R-2 zoned portions of the development.

Elevations

The plans depict 3 single story models measuring up to 19 feet in height that are proposed with the R-1 zoned residential development. The plans also depict three, 2 story models measuring up

to 25 feet in height proposed with the R-2 zoned residential development. All of the homes have pitched roofs with concrete tile roofing materials. The exterior of the homes will consist of combinations of a stucco finish painted in earth tone colors, stone veneer, various window treatments, and architectural enhancements.

Floor Plans

The proposed homes will range between 1,704 square feet to 2,307 square feet in area. Each home will have a minimum of 3 bedrooms and a 2 car garage.

Applicant's Justification

The applicant indicates only single story homes will be located within the R-1 zoned portion of the development. The applicant is requesting a single hammer head turnaround on the eastern side of the site, and is requesting a design review for a single hammer head design. The development directly to the east was approved with a hammer head design on a single street as well. The requested hammer head turnaround will be utilized by only 2 lots, each with 2 car garages and driveways for additional parking space. The total length of the drive aisle of the hammer head is only 147 feet. This will provide easy access to those 2 lots, including trash pick-up. Lastly, the overall design of the project has several access points which will allow appropriate circulation from various locations, which will ease any congestion on the east where the hammer head is proposed. The project also requires a design review for increased fill up to 72 inches where 36 inches is permitted. Due to the existing topography of the site and large grade difference, the increase is needed in order to develop and appropriately drain the site.

The applicant is requesting a waiver of internal streetlights within the development on the public streets. This waiver request has been approved on prior developments in the immediate area based on discussions with neighbors to keep the area as rural as possible. The applicant is also requesting a waiver to allow for attached sidewalks along Pebble Road where detached sidewalks are required. Many of the surrounding communities include attached sidewalks; therefore, making the request compatible with the surrounding area. A waiver is requested to allow for an increase to the maximum permitted height of a combined retaining wall and screen wall to 12 feet (6 foot screen wall and 6 foot retaining wall) where 9 feet is permitted along a portion of Grand Canyon Drive and Pebble Road. Due to the topography of this site, the additional wall height is required to proposed adequate retaining of the lots. Moreover, there are no existing homes to the west or north of the site where the increased wall height will be located. This same waiver is also being requested along portions of the eastern property line. To the east is an existing R-2 zoned single family development with similar wall heights. Therefore, this waiver request is harmonious and compatible with previously approved projects directly adjacent to the site. The waiver of development standards to eliminate the required landscaping between the R-1 zoned and R-2 zoned development only applies to the interior of the site; therefore, will not impact the existing homes adjacent to the site.

Finally, due to the series and height of retaining walls required to appropriately develop the site, the retaining walls are deemed to be treated as accessory structures, with the total area of the retaining walls being a maximum of 30 feet high. Therefore, the applicant is requesting a waiver to increase an accessory structure height (cumulative height) up to a maximum of 30 feet (24 foot retaining wall plus a 6 foot screen wall) where the maximum height permitted per Table

30.40-2 is 14 feet. Due to the overall topography in the area, the retaining walls are necessary for the development. The applicant has proposed a tiered design to soften the overall look of the wall for the surrounding residents rather than 1 large wall.

Prior Land Use Requests

Application Number	Request	Action	Date
VS-1025-05 (ET-0283-07)	First extension of time for the vacation of right-of-way - expired	Approved by PC	October 2007
ZC-1026-05	Reclassified the project site from an R-E to an R-E (RNP-I) zoning	Approved by BCC	October 2005
VS-1025-05	Vacated a portion of right-of-way being Park Street	Approved by PC	September 2005

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North	Ranch Estate Neighborhood (up to 2 du/ac), Low-Intensity Suburban Neighborhood (up to 5 du/ac), & Open Lands	R-E, R-E (RNP-I), & R-2	Undeveloped, parcel with accessory structure (storage building), & undeveloped parcel recently approved for single family residential
South	Open Lands & Ranch Estate Neighborhood (up to 2 du/ac)	R-E (RNP-I)	Single family residential
East	Open Lands	R-2	Single family residential
West	Low-Intensity Suburban Neighborhood (up to 5 du/ac)	R-2	Undeveloped recently approved for single family residential

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

Related Applications

Application Number	Request
TM-23-500068	A tentative map for 34 single family residential lots is a companion item on this agenda.
VS-23-0240	A request to vacate and abandon patent easements and right-of-way is a companion item on this agenda.

STANDARDS FOR APPROVAL:

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

Analysis

Comprehensive Planning

Zone Change

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

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

The applicant states the overall trend in the area is shifting toward R-2 zoned development as can be seen by the various existing and under construction R-2 zoned developments in the immediate area, including directly adjacent to the east. Southern Nevada is in need of additional housing due to the high influx of new residents moving to Las Vegas on a daily basis. The proposed development will provide additional housing to meet that demand. Moreover, the applicant is requesting to rezone the western side of the Site to R-1 zoning to sufficiently buffer the existing R-E zoned lots.

Immediately to the north of the proposed development, across Pebble Road, are undeveloped and partially developed parcels zoned R-E (RNP-I) with a planned land use of Ranch Estate Neighborhood. Furthermore, to the northeast of the proposed development is an undeveloped parcel that was reclassified to R-2 zoning via NZC-22-0222 by the Board of County Commissioners (BCC) in August 2022. This parcel has designated land uses of Ranch Estate Neighborhood, Low-Intensity Suburban Neighborhood, and Open Lands. To the east and southeast of the project site is an existing single family residential development on 15.7 acres with R-2 zoning and a planned land use of Open Lands. To the southwest of the project site is an existing single family residential development on 5 acres with R-E (RNP-I) zoning and a planned land use of Ranch Estate Neighborhood. To the west of the proposed subdivision, across Grand Canyon Drive, is an undeveloped parcel that was reclassified to R-2 zoning via NZC-22-0305 by the BCC in November 2022. This parcel has a designated land use of Low-Intensity Suburban Neighborhood. Therefore, staff finds there has been a change in trends and facts that have changed the character of the area, which makes the proposed request appropriate.

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

The applicant indicates the proposed project is appropriate and compatible with the surrounding properties and will not negatively impact the existing uses or surrounding property owners. There are several R-2 zoned developments in the area and larger lots are provided to buffer the R-E zoned to the south.

Immediately to the north of the proposed development, across Pebble Road, are undeveloped and partially developed parcels zoned R-E (RNP-I) with a planned land use of Ranch Estate Neighborhood. Furthermore, to the northeast of the proposed development, is an undeveloped parcel that was reclassified to R-2 zoning with a density of 3 dwelling units per acre. This parcel has designated land uses of Ranch Estate Neighborhood, Low-Intensity Suburban Neighborhood, and Open Lands. To the east and southeast of the project site is an existing single family residential development zoned R-2 with a density of 7.2 dwelling units per acre and a planned land use of Open Lands. To the southwest of the project site is an existing single family residential development zoned R-E (RNP-I) with a density of 2 dwelling units per acre and a planned land use of Ranch Estate Neighborhood. To the west of the proposed subdivision,

across Grand Canyon Drive, is an undeveloped parcel that was reclassified to R-2 zoning with a density of 5.9 dwelling units per acre. This parcel has a designated land use of Low-Intensity Suburban Neighborhood. The proposed single family residential development with R-1 zoning can be compatible with development in an R-E (RNP-I) zone if mitigation is provided such as transition lot sizes. The proposed R-1 zoned development is not providing mitigation to the adjacent R-E (RNP-I) residential development to the south. Therefore, the proposed development is not compatible with all existing land uses in the immediate area.

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

According to the applicant, the proposed zone change will not result in any additional impacts on surrounding infrastructure not already contemplated and currently existing in the area. The proposed use will add very few students to the surrounding schools and will not impact the utilities already in place along the existing right of ways.

There has been no indication from service providers that this request will have a substantial adverse effect on public facilities and services. The school district has indicated this development would generate 6 additional elementary school students, 3 middle school students, and 5 high school students. Furthermore, the school district has indicated that Forbus Elementary School and Faiss Middle School are currently under capacity by 54 and 275 students, respectively. Sierra Vista High School is over capacity by 381 students.

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

The applicant states the project complies with Policy 1.1.1 of the Master Plan by encouraging various densities to provide a mix of housing types. Here, the project will provide additional housing and various lot sizes for future residents. Policy 1.1.2 encourages higher density housing in areas with access to existing high frequency transit and existing infrastructure. Here, the Site is located within walking distance to Fort Apache Road and Blue Diamond Road, both major right of ways with access to public transportation. Furthermore, Policy 1.5.1 supports the protection of existing RNP areas. Here, the applicant has designed the project to ensure larger lots sit adjacent to the existing RNP homes to provide adequate buffering and protection.

The proposed development complies with Goal 1.1 of the Master Plan that encourages opportunities for diverse housing options to meet the needs of residents of all ages, income levels and abilities. The project also complies with Policy 1.3.2 of the Master Plan which encourages a mix of housing options, product types, and unit sizes. However, the development does not comply in part with Policy 1.5.2 of the Master Plan which encourages the protection of established character and lifestyles associated with RNP areas by transitioning densities with larger lots adjacent to RNP properties.

Summary

Zone Changes

Staff finds that there has been changes in law, policies, trends, or facts that have substantially changed the character or condition of the area, or the circumstances surrounding the property, which makes the proposed nonconforming zone boundary amendment appropriate. However, the proposed R-1 zoned single family residential development does not provide an adequate transition from, and is not compatible in density or intensity with, the existing R-E (RNP-I) single family residential development to the south. Furthermore, since staff is not supporting the waivers of development standards and design reviews associated with this request, staff cannot support the nonconforming zone boundary amendments.

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.

Waiver of Development Standards #1

Staff finds the topography of the project site warrants an increase to the combined screen wall/retaining wall height along Pebble Road. However, since staff is not supporting the nonconforming zone boundary amendment, waivers of development standards, and design reviews associated with this request, staff cannot support this request.

Waiver of Development Standards #2

Staff recognizes the topographical issues of the project site. However, the combined screen wall/retaining walls associated with the approved and existing residential developments within the immediate area have never exceeded a maximum height of 12 feet. Staff finds the increase in wall height is not compatible with the surrounding area and adjacent single family residential development; therefore, staff recommends denial.

Waiver of Development Standards #3

The intent of the detached sidewalk requirement is to ensure a proper buffer exists between the sidewalk and the adjacent public street, Pebble Road. The proposed single family residential development has approximately 990 linear feet street frontage along Pebble Road. Although there are not any detached sidewalks along Pebble Road within the immediate area, the area along Pebble Road is not developing in a rural manner and staff finds eliminating the detached sidewalk requirement along the public right-of-way contradicts the Master Plan which encourages pedestrian safety and a walkable environment. The request for alternative landscaping, consisting of a 6 foot wide landscape area with an attached sidewalk adjacent to Pebble Road, is a self-imposed burden; therefore, staff cannot support this request.

Waiver of Development Standards #4

The intent to require landscaping adjacent to a less intensive residential use is to mitigate the impact a higher density residential use may have on the adjacent properties. Staff finds the

request to eliminate the required landscaping between the R-1 zoned and R-2 zoned single family subdivisions should not impact the proposed development and the surrounding properties and land uses. However, since staff is not supporting the zone change, the waivers of development standards, and the design reviews, staff cannot support this request.

Design Review #1

Staff finds Lot 27 through Lot 32 along the southern boundary of the R-1 zoned portion of the project, measuring between 7,500 square feet to 7,967 square feet in area, are not an appropriate buffer between the proposed development and the R-E (RNP-I) zoned single family residential development immediately to the south. Larger lots should be provided along the southwest property line to protect the adjacent R-E (RNP-I) zoned development. Therefore, if approved, staff recommends a condition to consolidate Lot 27 through Lot 32, as depicted on the site plan, into 4 lots with a minimum area of 11,000 square feet each. Policy 1.3.4 of the Master Plan aims to seek opportunities to connect new and existing neighborhoods with sidewalks where "stubs" exist. Furthermore, policy 1.3.4 aims to avoid "walling off" neighborhoods except in locations where noise or other characteristics of adjacent uses impact neighborhood livability. Staff finds the design of the proposed R-1 zoned and R-2 zoned single family residential development is impractical as an east/west public street connection can be provided between the 2 subdivisions. Furthermore, since staff is not supporting the associated nonconforming zone boundary amendment, waivers of development standards, and the design review for the hammerhead design, staff recommends denial of this request.

Design Review #2

Staff is concerned with the proposed hammerhead design being utilized for the termination of the public street within the subdivision. The hammerhead design encourages additional on-street parking, making it difficult for vehicular maneuverability within the cul-de-sac. The hammerhead design potentially impedes vehicular maneuverability and access for emergency vehicles within the portion of the subdivision servicing Lots 8 and 9 (easternmost lots within the R-2 zoned portion of the project). Staff finds the applicant has not provided compelling justification for the proposed street design; therefore, cannot support this request.

Public Works - Development Review

Waiver of Development Standards #5

Staff cannot support the request to not install streetlights on the internal street of this project. Streetlights not only provide safety for pedestrians and motorists, but they assist in improving security; therefore, staff cannot support this request.

Design Review #3

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 staff cannot support the application in its entirety, staff cannot support this request.

Staff Recommendation

Denial. This item has been forwarded to the Board of County Commissioners for final action.

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

PLANNING COMMISSION ACTION: July 18, 2023 – APPROVED – Vote: Unanimous Comprehensive Planning

- Resolution of Intent to complete in 4 years;
- Single story homes within the R-1 zoned portion of the development;
- Coach lights to be installed on all homes;
- 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 new application for a master plan amendment and zone boundary amendment may be required in the event the building program and/or conditions of the subject application are proposed to be modified in the future; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; and that 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.

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;
- Install conduit and pull boxes for streetlights;
- Full off-site improvements;
- Right-of-way dedication to include 30 feet to 40 feet for Pebble Road adjacent to APN 176-19-501-003.
- Applicant is advised 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; and that the installation of detached sidewalks will require dedication to back of curb and vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control.

Fire Prevention Bureau

- Applicant is advised that dead-end streets/cul-de-sacs in excess of 500 feet must have an approved Fire Department turn-around provided.

Southern Nevada Health District (SNHD) - Engineering

- Applicant is advised that there are active septic permits on APN 176-19-501-001, -002, and -003; to connect to municipal sewer and remove the septic systems in accordance with Section 17 of the SNHD *Regulations Governing Individual Sewage Disposal Systems and Liquid Waste Management*; and to submit documentation to SNHD showing that the systems have been properly removed.

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email sewerlocation@cleanwaterteam.com and reference POC Tracking #0214-2022 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

WAIVER OF DEVELOPMENT STANDARDS #3 WAS WITHDRAWN WITHOUT PREJUDICE.

TAB/CAC: Enterprise – Approval of zone change #1; denial of zone change #2, waivers of development standards #1, #2, #4, #5, and the design reviews. Waiver of development standards #3 was withdrawn.

APPROVALS: 4 cards

PROTESTS: 2 cards

PLANNING COMMISSION ACTION: June 20, 2023 – HELD – To 07/18/23 – per the applicant.

APPLICANT: AIMEE ELIZABETH ENGLISH

CONTACT: AIMEE ENGLISH, TRITON ENGINEERING, 6765 W. RUSSELL ROAD SUITE 200, LAS VEGAS, NV 89118



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

August 14, 2023

AIMEE ENGLISH
TRITON ENGINEERING
6765 W. RUSSELL ROAD, SUITE 200
LAS VEGAS, NV 89118

REFERENCE: NZC-23-0239

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 02, 2023**. The final decision along with any conditions are listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

APPROVED.

CONDITIONS OF APPROVAL -

Comprehensive Planning

- Resolution of Intent to complete in 4 years;
- Single story homes within the R-1 zoned portion of the development;
- Coach lights to be installed on all homes;
- 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 new application for a master plan amendment and zone boundary amendment may be required in the event the building program and/or conditions of the subject application are proposed to be modified in the future; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; and that 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.

BOARD OF COUNTY COMMISSIONERS

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



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Public Works - Development Review

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Commission Agenda Map

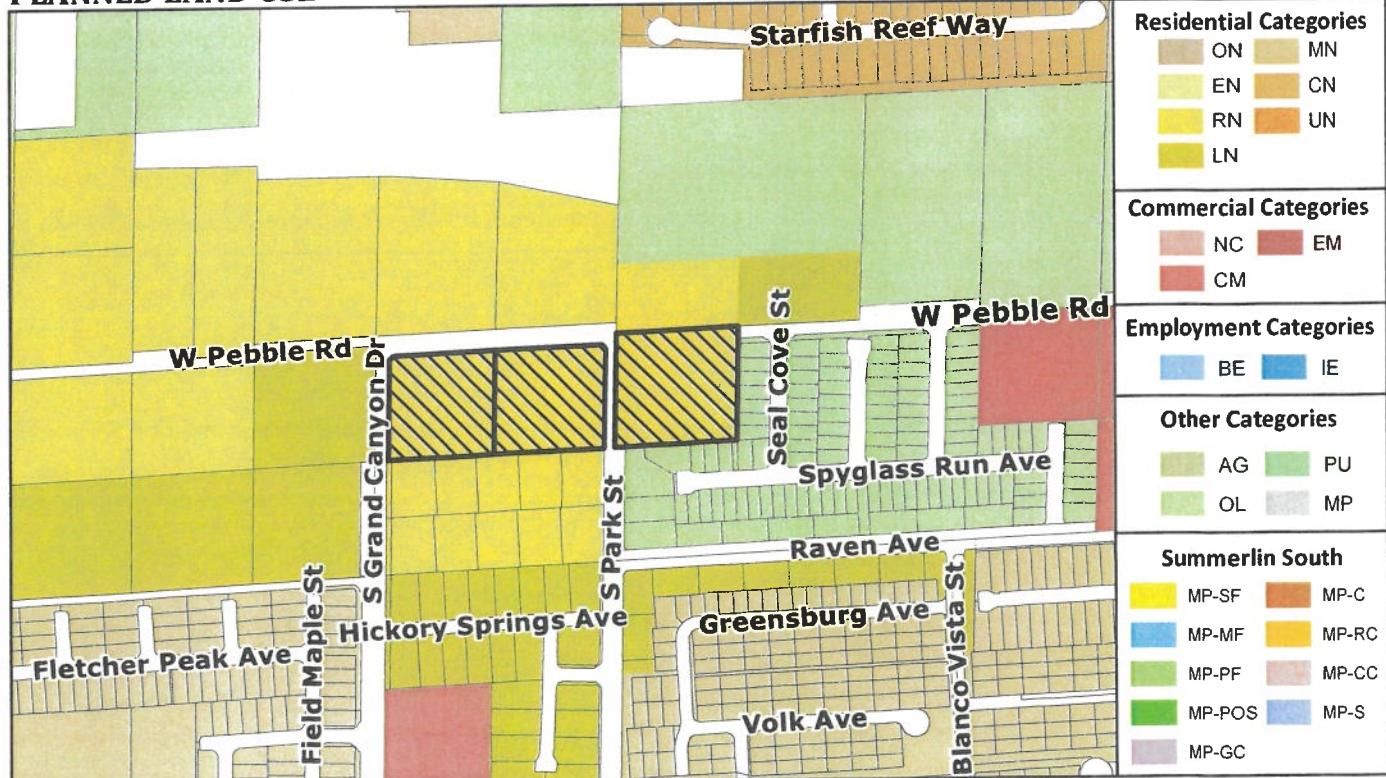
NZC-23-0239

ZONING

Clark County Department of Comprehensive Planning, Clark County, Nevada



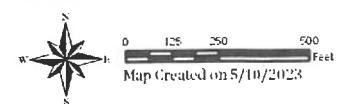
PLANNED LAND USE



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

Subject Parcel(s)

17619501001
17619501002
17619501003



Map Created on 5/10/2023



34.2