

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

Petitioner: Nancy A. Amundsen, Director, Department of Comprehensive Planning

Recommendation: ORD-22-900672: Conduct a public hearing on an ordinance to consider adoption of a Development Agreement with Durango Ridge LLC for a single family development (Durango & Camero) on 2.5 acres, generally located south of Camero Avenue and west of Durango 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-22-0101 for a single family development (Durango & Camero) on 2.5 acres, generally located south of Camero Avenue and west of Durango Drive within Enterprise. Conditions of approval included the developer and/or owner entering into a Development Agreement prior to any permits being issued in order to provide their fair-share contribution towards public infrastructure necessary to provide service in the southwest portion of the Las Vegas Valley.

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

Staff recommends the Board conduct a public hearing.

BILL NO. 1-4-23-1

SUMMARY - An ordinance to adopt a Development Agreement with Durango Ridge LLC for a single family development (Durango & Camero) on 2.5 acres, generally located south of Camero Avenue and west of Durango Drive within Enterprise.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT A DEVELOPMENT AGREEMENT WITH DURANGO RIDGE LLC FOR A SINGLE FAMILY DEVELOPMENT (DURANGO & CAMERO) ON 2.5 ACRES, GENERALLY LOCATED SOUTH OF CAMERO AVENUE AND WEST OF DURANGO 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 30.20 of the Clark County Code, a Development Agreement with Durango Ridge LLC for a single-family development (Durango & Camero) on 2.5 acres, generally located south of Camero Avenue and west of Durango 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 _____, 2023

INTRODUCED by: _____

PASSED on the _____ day of _____, 2023

VOTE:

AYES: _____

NAYS: _____

ABSTAINING:

ABSENT:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
JAMES B. GIBSON, Chair

ATTEST:

Lynn Marie Goya, County Clerk

This ordinance shall be in force and effect from and after the _____ day
of _____ 2023.

APN(s): 176-17-601-002
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

DURANGO RIDGE LLC

FOR

DURANGO & CAMERO

ORD-22-900672

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 **DURANGO RIDGE 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-22-0101**, 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 Chapter 30.20 of the Clark County Unified Development Code (Title 30) along with any other Chapters of the Clark County Code that are relevant to this Agreement.
- (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
	Parks	Public Safety¹	
Single Family Dwelling Unit <small>(per dwelling unit)</small>	\$532.93	\$900.81	\$1433.74
Multi Family Dwelling Unit (per dwelling unit)	\$532.93	\$883.24	\$1416.17
Retail <small>(per square foot gross floor area)</small>	N/A	\$0.60	\$0.60
Office <small>(per square foot gross floor area)</small>	N/A	\$0.67	\$0.67
Industrial <small>(per square foot gross floor area)</small>	N/A	\$0.40	\$0.40
Hotel <small>(per room)</small>	N/A	\$902.27	\$902.27
¹ Fees only for Fire; no Metro			

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 (and 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
Attn: Joel McCulloch

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 on the day and year first above written, as authorized by Ordinance No. 1579 of the Clark County Code, to be effective on the date shown in Section 2.01(c).

COUNTY:

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

Attest:

By: _____
James B. Gibson, 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:

Nathan White
PRINT OWNER NAME

ENTITY NAME:

Durango Ridge, LLC
PRINT ENTITY NAME

By: [Signature]
Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 6th day of December, 2022,

by Nathan White
(Printed Name of Document Signer)

NOTARY PUBLIC

[Signature]
Signature

My Commission expires: 8/28/2026

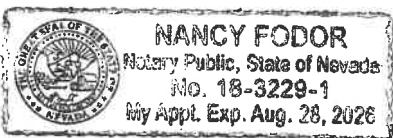


Exhibit "A"
Legal Description

(see next page for attachment)



2727 SOUTH RAINBOW BOULEVARD *
LAS VEGAS, NEVADA 89146-5148 PHONE 702-873-7550 * FAX 702-362-2597

W.O.8207
September 28, 2022
BY: CR
P.R. BY: TZ
PAGE 1 OF 2
APN 176-17-601-002



EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTHWESTERLY OF CAMERO AVENUE AND DURANGO DRIVE, FOR ZONING PURPOSES.

**ZONING
LEGAL DESCRIPTION**

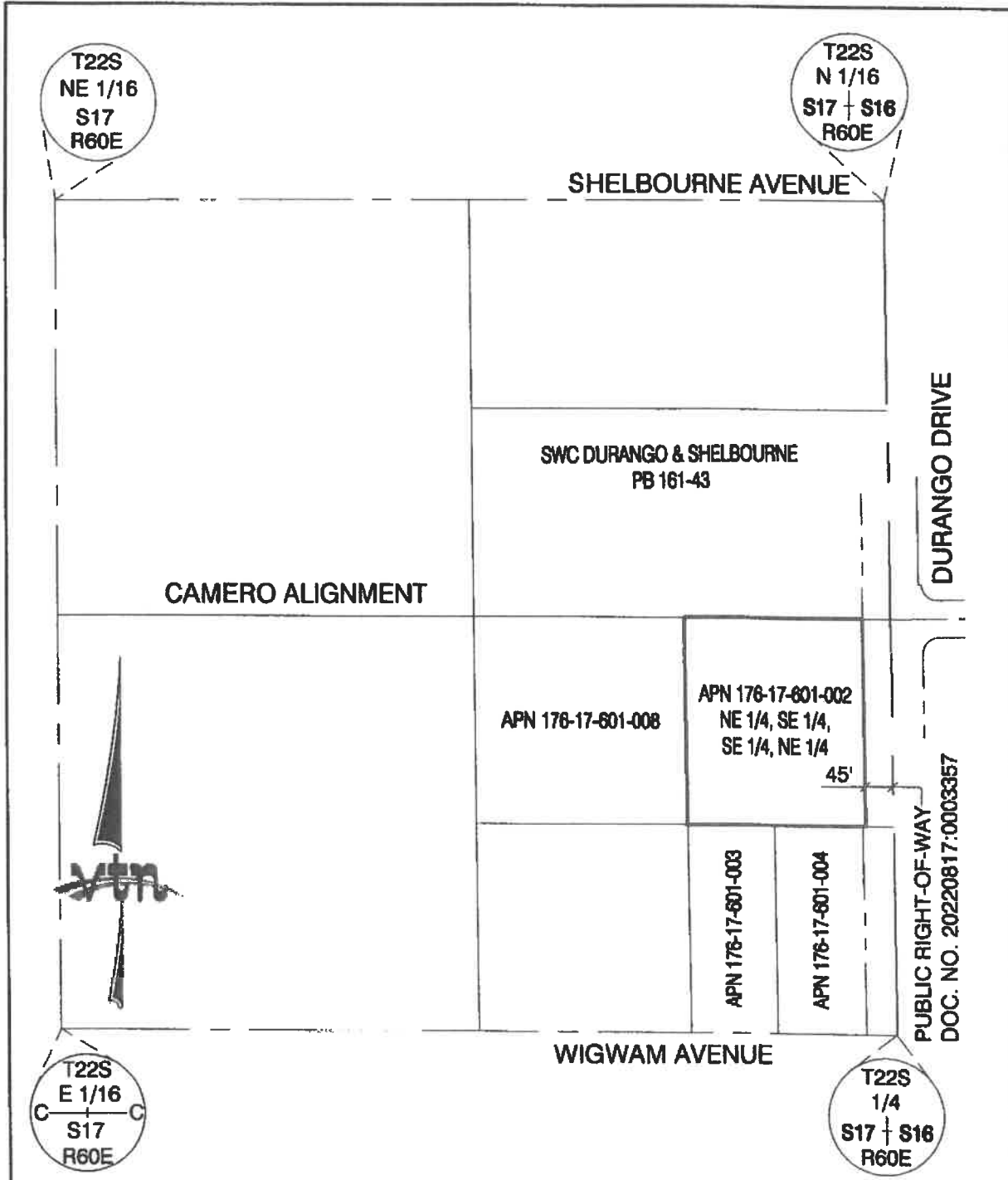
BEING THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA .

EXCEPTING THEREFROM THE EAST 45.00 FEET OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA BEING ALL OF THAT PUBLIC RIGHT-OF-WAY DEDICATED PER THAT DEDICATION IN FEE DOCUMENT ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA AS INSTRUMENT NUMBER 20220817-0003357.

CONTAINING 2.23 SQ. FT., MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

G:\8207\Legals\8207 Zoning legal.doc
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G:\8207\Legals\8207 Zoning.dwg

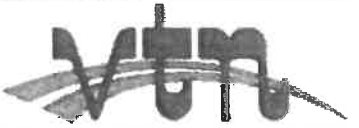
 2727 SOUTH RAINBOW BOULEVARD LAS VEGAS, NV 89146-5148	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION	SCALE	HORZ. 1"=250' VERT. N/A
		W.O. NO.	8207
ZONING	DRAWN BY:	CTR	
	DATE:	SEPT 2022	
	SHEET	2	OF 2

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

DURANGO RIDGE LLC
3425 CLIFF SHADOWS PARKWAY, SUITE # 100
LAS VEGAS, NEVADA 89129

Applicant/Correspondent

VTN-NEVADA c/o: Jeffrey Armstrong
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146

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

(see next page for attachments)

05/18/22 BCC AGENDA SHEET

SINGLE FAMILY RESIDENTIAL DEVELOPMENT
(TITLE 30)

UPDATE
DURANGO DR/WIGWAM AVE

PUBLIC HEARING
APP. NUMBER/OWNER/DESCRIPTION OF REQUEST
NZC-22-0101-NEVADA CENTRAL ENTPRS LLCC:

ZONE CHANGE to reclassify 2.5 acres from an R-E (Rural Estates Residential) Zone to an R-2 (Medium Density Residential) Zone.

WAIVERS OF DEVELOPMENT STANDARDS for the following: 1) increase wall height; and 2) eliminate landscaping adjacent to a less intensive use.

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

Generally located on the west side of Durango Drive, 310 feet north of Wigwam Avenue within Enterprise (description on file). JJ/md/jo (For possible action)

RELATED INFORMATION:

APN:
176-17-601-002

WAIVERS OF DEVELOPMENT STANDARDS:

1. Increase the height of a combination screen wall/retaining wall to 11 feet (6 foot screen wall with a 5 foot retaining wall) where a maximum height of 9 feet (6 foot screen wall with a 3 foot retaining wall) is permitted per Section 30.64.050 (a 22.2% increase).
2. 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.

DESIGN REVIEWS:

1. Single family residential development.
2. Increase finished grade to 102 inches where a maximum of 36 inches is the standard per Section 30.32.040 (a 183.3% increase).

LAND USE PLAN:

ENTERPRISE - NEIGHBORHOOD COMMERCIAL

BACKGROUND:

Project Description

General Summary

- Site Address: N/A
- Site Acreage: 2.5

- Number of Lots: 19
- Density (du/ac): 7.6
- Minimum/Maximum Lot Size (square feet): 3,304/5,394 (gross and net)
- Project Type: Single family residential development
- Number of Stories: 2
- Building Height (feet): Up to 28 feet
- Square Feet: 1,892 to 2,358

Neighborhood Meeting Summary

This request is for a nonconforming zone change to reclassify 2.5 acres from an R-E zoning district to an R-2 zoning district to allow a single family residential development. The applicant conducted a neighborhood meeting on November 29, 2021, 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. Ten people attended the meeting expressing concerns about additional traffic on Durango Drive and Camero Avenue, proposed wall height, grading and drainage for the project site, egress to the site, and the construction timeline for the development.

Site Plans

The plans depict a single family residential development consisting of 19 lots on 2.5 acres with a density of 7.6 dwelling units per acre. The minimum and maximum lot sizes are 3,304 and 5,394 square feet, respectively. The primary ingress and egress to the proposed development is via a 37 foot wide east/west private street, private Street A, that connects to Durango Drive and serves Lot 1 and Lot 19. A north/south private street, private Street B, services Lot 2 through Lot 18 and connects to private Street A. A 4 foot wide attached sidewalk is located adjacent to Lot 1 through Lot 4 and connects to a 5 foot wide detached sidewalk along Durango Drive. A 4 foot wide attached sidewalk is also located along "Private Street B", adjacent to Lot 16 through Lot 18. Due to the topography of the site, a combined screen wall/retaining wall up to a maximum height of 11 feet will be located along the north, south, and west boundaries of the project site, requiring a waiver of development standards. Furthermore, a design review is requested to increase finished grade beyond 36 inches within the interior of the site. The maximum grade increase occurs along the north, south, and west boundaries of the project site. **The applicant has submitted revised plans that include the addition of a right turn lane from the southbound portion of Durango Drive, for ingress to the development. The addition of the right turn lane reduces the area of Lot 1 from 5,118 square feet to 4,051 square feet.**

Landscaping

The plans depict a 15 foot wide landscape area, including a 5 foot wide detached sidewalk, located along Durango Drive. Twenty-four inch box trees, including shrubs and groundcover, are proposed within the street landscape area. A waiver of development standards to eliminate the required landscaping adjacent to the less intensive use, R-E zoned single family residences, located along the south property line of the project site is part of this request.

Elevations

The plans depict 2 story model homes with 3 different elevations with a maximum height of 28 feet. The proposed models consist of a pitched, concrete tile roof featuring stucco siding and stone veneer. Architectural enhancements are featured on all elevations including window fenestration, faux shutters, and stucco pop-outs.

Floor Plans

The plans depict 2 story model homes with 3 different floor plans ranging between 1,892 square feet to 2,358 square feet. The models feature multiple bedrooms, bathrooms, dining room, kitchen, and a great room. All models feature 2 car garages.

Applicant's Justification

The applicant states the increase in retaining wall height is necessary due to sewer design constraints and the natural topography of the site. Lot 1 through Lot 19 will experience increased fill greater than 18 inches (no more than 5 feet) along the southern, western, and eastern boundary in order to establish finished floors for those lots. To accommodate the fill, increased retaining walls up to 5 feet will be required. Lot 7 to Lot 15 will have retaining walls up to 2.5 feet. The walls will not have an adverse impact on the surrounding area adjacent to the site.

The applicant states the development north of the project site and south of Wigwam Avenue, fronting Durango Drive, have been rezoned to and developed with R-2 Zoning. The applicant believes the properties to the south of the development will eventually be rezoned for higher density single family residential uses. Furthermore, the houses to the south adjacent to the project site have more than a 145 foot rear yard setback. Therefore, the request to waive landscaping adjacent to a less intensive use is justified.

The design review to increase finished grade occurs at the edge along the southern, western, and northern boundaries. Due to sewer design constraints and the natural topography of the site (a drop of 6 feet from northwest to southeast), lot 1 through Lot 19 will experience increased fill greater than 36 inches from the existing ground at the boundary. The maximum fill for the perimeter wall will be 8.1 feet.

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North	Open Lands	R-2	Single family residential
South	Neighborhood Commercial	R-E	Single family residential
East	Neighborhood Commercial	C-P	Previously approved office building
West	Open Lands	P-F	Drainage channel & undeveloped

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

Related Applications

Application Number	Request
TM-22-500035	A tentative map for a 19 lot single family residential development is a companion item on this agenda.
VS-22-0102	A request to vacate and abandon patent easements is a companion item on this agenda.

STANDARDS FOR APPROVAL:

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

Analysis

Current Planning

Zone Change

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

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

The applicant states multiple properties to the north, west, and south are rezoned R-2, making the request to rezone to a similar residential density compatible. The property to the west has yet to be developed but the portion contains an improved drainage channel and has Open Lands land use. The proposed development is appropriate and compatible for the majority of adjacent developed areas constructed as single family residential subdivisions.

Immediately to the north of the proposed subdivision is an existing single family residential development zoned R-2 with a planned land use of Open Lands that was approved by the Board of County Commissioners via NZC-19-0005 in March 2019. Farther to the south, approximately 385 feet, is an existing single family residential development zoned R-2 with a planned land use of Mid-Intensity Suburban Neighborhood. Immediately to the east of the project site, across Durango Drive, is a previously approved nonconforming zone change (NZC-20-0182) to a C-P zone with planned land uses of Neighborhood Commercial and Low Intensity Suburban Neighborhood for an office building. To the south are 2 existing single family residences with R-E zoning and a planned land use of Neighborhood Commercial. To the west is an undeveloped parcel with an existing drainage channel zoned P-F with a planned land use of Open Lands. The proposed zone change to R-2 for single family residential development is consistent and compatible with the existing and approved development in this area; therefore, is appropriate for this location.

- 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 single family detached development is planned to be built out at a density 7.6 units per acre. The existing residential land uses within the surrounding half mile radius of the property are a mix between (OL) Open Lands, (MN) Mid-intensity Suburban Neighborhood, and (NC) Neighborhood Commercial. The proposed density and intensity will result in a land use that is consistent with the surrounding residential area.

Immediately to the north of the proposed subdivision is an existing single family residential development zoned R-2 with a density of 5 dwelling units per acre with a planned land use of Open Lands. Farther to the south, approximately 385 feet, is an existing single family residential development zoned R-2 with a density of 5.5 dwelling units per acre with a planned land use of Mid-Intensity Suburban Neighborhood. To the south are 2 existing single family residences with R-E zoning and a planned land use of Neighborhood Commercial. To the west is an undeveloped parcel with an existing drainage channel zoned P-F with a planned land use of Open Lands. Therefore, staff finds that the density and intensity of the proposed project, a single family residential development with a density of 7.6 dwelling units per acre, is compatible with the existing and planned land uses in the surrounding 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, there will not be a substantial adverse effect on public facilities and services. Technical studies will be prepared to address any drainage and water related impacts as part of the civil plan review process.

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 3 additional elementary school students, 2 middle school students, and 2 high school students. Snyder Elementary School and Faiss Middle School would serve this development and are under capacity by 191 and 287 students, respectively. Sierra Vista High School is currently 288 students over capacity. Staff is particularly concerned with the driveway orientation for Lot 1 and Lot 19, adjacent to the north and south sides of private Street A, respectively. Vehicles backing out of the driveway onto private Street A from Lot 1 and Lot 19 potentially create conflict with vehicles immediately entering the subdivision from Durango Drive. Furthermore, private Street A is a right-out only onto Durango Drive, creating a potential conflict for vehicles desiring to travel northbound on Durango Drive. The configuration and location of Lot 1 and Lot 19 adjacent to Durango Drive potentially creates a negative impact to the public right-of-way and safety for motorists.

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

The applicant states the project complies with Policy 1.1.4 of the Master Plan by encouraging housing options that incorporate universal design principles to facilitate aging-in-place, and accommodation of older residents and others with mobility limitations or disabilities. Furthermore, the project complies with Policy 1.3.1 by encouraging the integration of varied

housing models, architectural styles, streetscapes, signage, common landscaped areas, and other character-defining features that contribute to a distinct neighborhood identity.

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 residential development to the north was approved for 5 dwelling units per acre. The proposed project is for a single-family residential development with a density of 7.6 dwelling units per acre. Staff finds the project complies with Policy 1.3.2 that encourages a mix of housing options, both product types and unit sizes, within larger neighborhoods and multiple family developments.

Summary

Zone Change

Staff finds that there is a trend changing the character and condition of the area which makes this request appropriate. The density and intensity of the proposed project are consistent and compatible with existing and planned developments in this area. There has been no indication that the proposed project will have an adverse impact on public services or facilities in the area. However, since staff is not supporting the waivers of development standards and design review, staff cannot support the zone change request.

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

The increased height to the combination screen wall/retaining wall is necessary due to the topographic features and drainage for the subject property. The increased wall height should have minimal to no impact on the surrounding land uses and properties. However, since staff is not supporting the zone change, waiver of development standards #2, and the design review, staff cannot support this request.

Waiver of Development Standards #2

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. Although the 2, single family residences located to the south of the proposed development are set back between 140 feet to 185 feet from the south property line of the project site, staff finds the request to eliminate the landscape buffer is a self-imposed burden. Therefore, staff cannot support this request.

Design Review #1

Per the Design Review criteria within the Development Code, the applicant shall have the burden of proof to demonstrate the following: 1) site access and circulation do not negatively impact

adjacent roadways or neighborhood traffic; and 2) appropriate measures are taken to secure and protect the public health, safety, and general welfare. Access to the proposed development is granted through a right turn only from the southbound lane of Durango Drive onto private Street A, due to the existing concrete median within the right-of-way. **The addition of the right turn lane from the southbound portion of Durango Drive provides some mitigation to the ingress portion of the project site.** Staff is particularly concerned with the driveway orientation for Lot 1 and Lot 19, adjacent to the north and south sides of private Street A, respectively. Vehicles backing out of the driveway onto private Street A from Lot 1 and Lot 19 potentially create conflict with vehicles immediately entering the subdivision from Durango Drive. **There is also potential for vehicles to queue on private Street A, while waiting to execute a right turn onto Durango Drive thereby blocking the driveway serving Lot 19.** Furthermore, private street “A” is a right-out only onto Durango Drive, creating a potential conflict for vehicles desiring to travel northbound on Durango Drive. When exiting the proposed development, a vehicle is required to turn right onto Durango Drive, continuing south to an unsignalized intersection at Wigwam Avenue, and executing a U-turn to travel north on Durango Drive. The execution of a U-turn at an unsignalized intersection potentially creates a traffic hazard on Durango Drive with a posted speed limit of 45 miles per hour. Staff is concerned the configuration and location of Lot 1 and Lot 19 adjacent to Durango Drive potentially creates a negative impact to the public right-of-way and safety for motorists. Due to the potential negative impact Lot 1 and Lot 19 present to Durango Drive and the safety of the public, staff cannot support the design review for the site.

Public Works - Development Review

Design Review #2

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 waiver.

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: April 19, 2022 – APPROVED – Vote: Unanimous

Current Planning

- Resolution of Intent to complete in 4 years;
- 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 nonconforming 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; 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;
- Full off-site improvements;
- Right-of-way dedication to include 45 feet to the back of curb for Durango Drive;
- 30 days to submit a Separate Document to the Map Team for the required right-of-way dedications and any corresponding easements for any collector street or larger;
- 90 days to record required right-of-way dedications and any corresponding easements for any collector street or larger;
- All other right-of-way and easement dedications to record with the subdivision map.
- 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 granting necessary easements for utilities, pedestrian access, streetlights, and traffic control.

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 #0409-2021 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

TAB/CAC: Enterprise - approval (increase fenestrations on elevations facing public roads; in the R-2 portion, every 2 driveways to be adjacent).

APPROVALS:

PROTESTS: 2 cards, 1 letter

APPLICANT: SUMMIT HOMES OF NEVADA, LLC

CONTACT: JANNA FELIPE, TANEY ENGINEERING, 6030 S. JONES BOULEVARD, 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

May 31, 2022

JANNA FELIPE
TANEY ENGINEERING
6030 S. JONES BOULEVARD
LAS VEGAS, NV 89118

REFERENCE: NZC-22-0101

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 **May 18, 2022** 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

- **Resolution of Intent to complete in 4 years;**
- **Per revised plans dated 4/13/22;**
- **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 nonconforming 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; 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;**

BOARD OF COUNTY COMMISSIONERS

JAMES B. GIBSON, Chair · JUSTIN C. JONES, Vice Chair
MICHAEL NAFT · MARILYN KIRKPATRICK · 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

- **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;**
- **Full off-site improvements;**
- **Right-of-way dedication to include 45 feet to 55 feet to the back of curb for Durango Drive;**
- **The back of curb radius on the ingress side of the Durango Drive and private street intersection is permitted to be no less than 20 feet;**
- **30 days to submit a Separate Document to the Map Team for the required right-of-way dedications and any corresponding easements for any collector street or larger;**
- **90 days to record required right-of-way dedications and any corresponding easements for any collector street or larger;**
- **All other right-of-way and easement dedications to record with the subdivision map.**
- **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 granting necessary easements for utilities, pedestrian access, streetlights, and traffic control.**

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 #0409-2021 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.**

BOARD OF COUNTY COMMISSIONERS

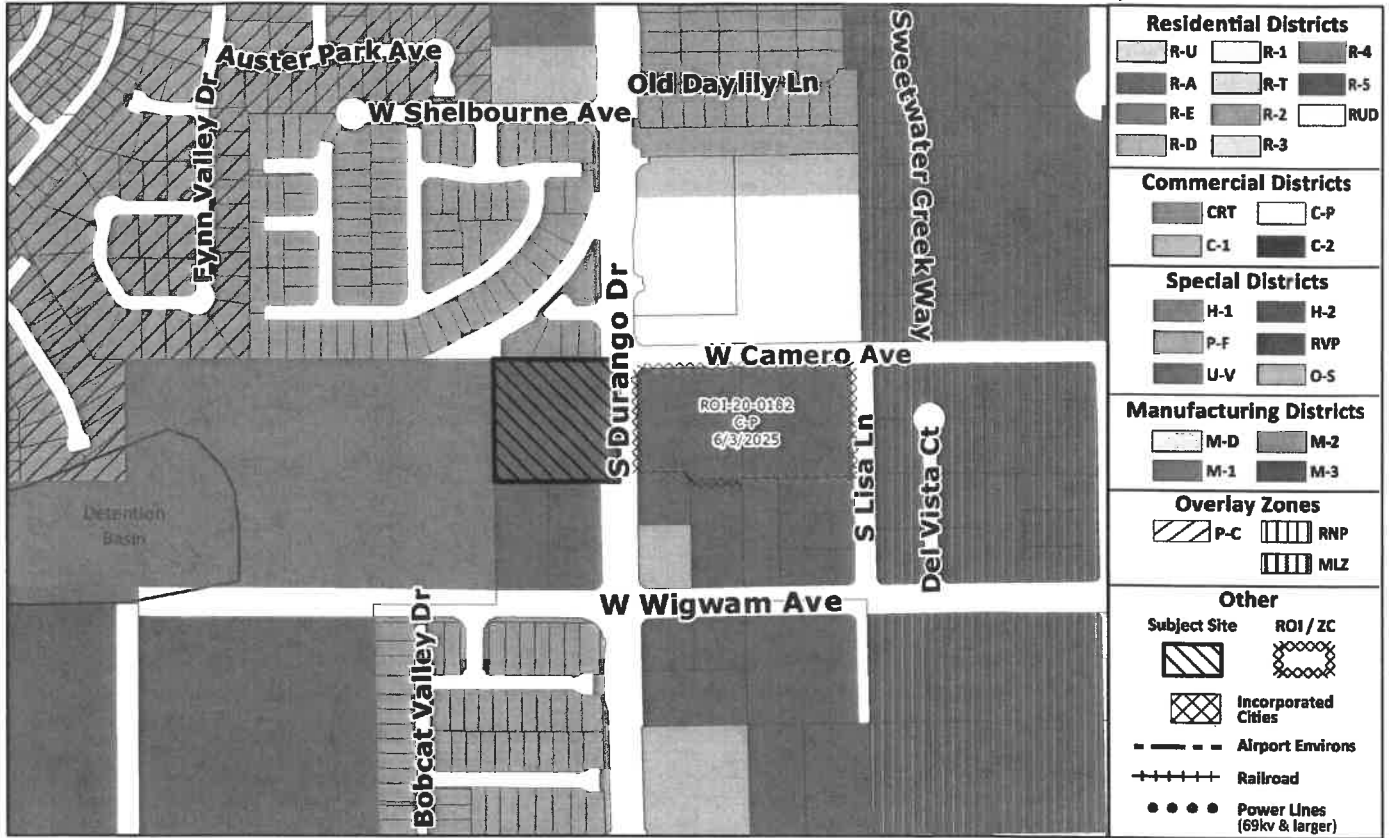
JAMES B. GIBSON, Chair · JUSTIN C. JONES, Vice Chair
MICHAEL NAFT · MARILYN KIRKPATRICK · TICK SEGERBLOM · ROSS MILLER · WILLIAM MCCURDY II
YOLANDA T. KING, County Manager

Commission Agenda Map

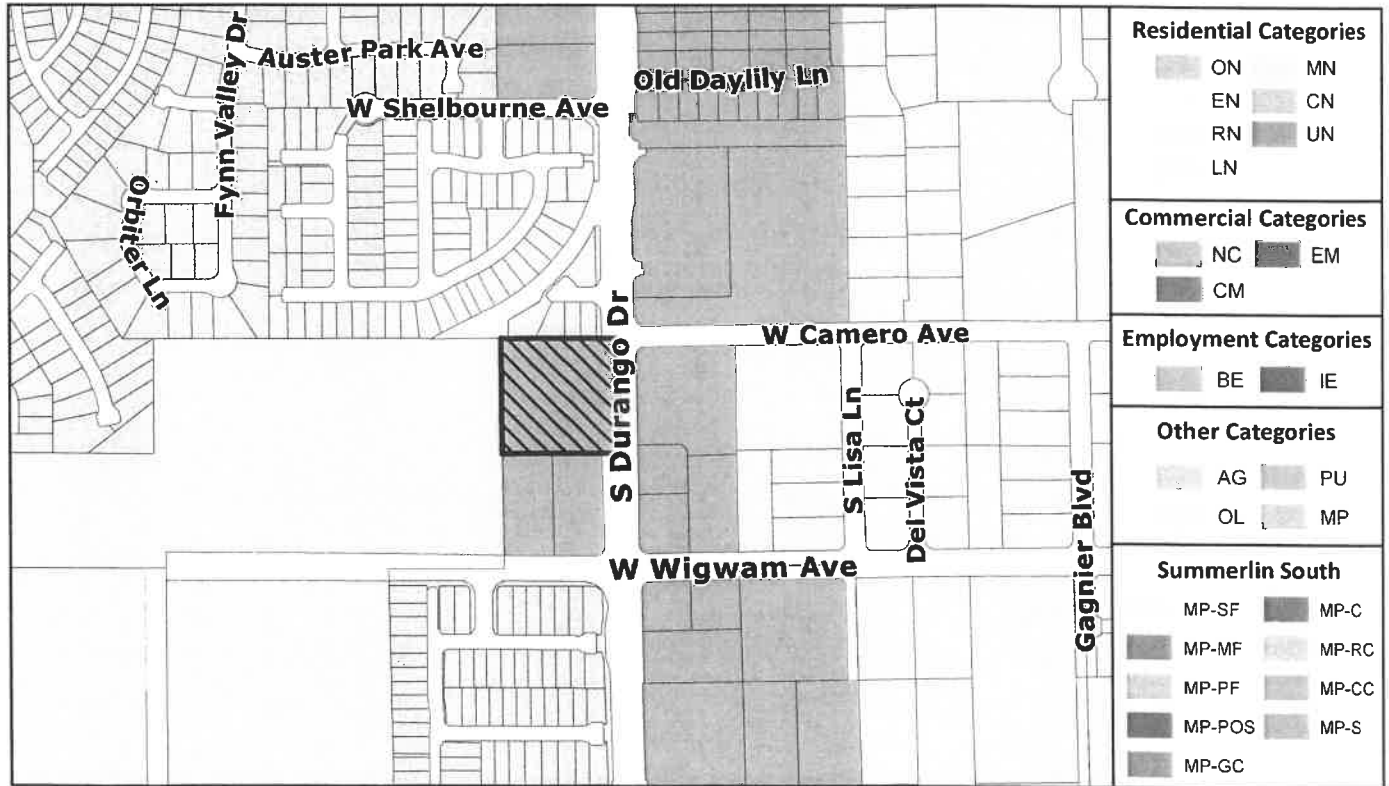
NZC-22-0101

Clark County Department of Comprehensive Planning, Clark County, Nevada

ZONING



PLANNED LAND USE



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

Subject Parcel(s)
17617601002

