

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

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

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**Recommendation:** ORD-25-900097: Introduce an ordinance to consider adoption of a Development Agreement with Durango Robindale LLC for a restaurant on 0.80 acres, generally located east of Durango Drive and north of Robindale Road within Spring Valley. MN/jm (For possible action)

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**FISCAL IMPACT:**

None by this action.

**BACKGROUND:**

The Board of County Commissioners (Board) approved a land use application ZC-23-0744 for a restaurant on 0.80 acres, generally located east of Durango Drive and north of Robindale Road within Spring Valley. 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 set a public hearing for May 7, 2025.

**Cleared For Agenda**  
04/16/25

BILL NO. \_\_\_\_\_

SUMMARY - An ordinance to adopt the Development Agreement with Durango Robindale LLC for a restaurant on 0.80 acres, generally located east of Durango Drive and north of Robindale Road within Spring Valley.

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

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH KB HOME LAS VEGAS, INC. FOR A DURANGO ROBINDALE LLC FOR A RESTAURANT ON 0.80 ACRES, GENERALLY LOCATED EAST OF DURANGO DRIVE AND NORTH OF ROBINDALE ROAD WITHIN SPRING VALLEY, 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 Durango Robindale LLC for a restaurant on 0.80 acres, generally located east of Durango Drive and north of Robindale Road within Spring Valley, 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 \_\_\_\_\_, 2025

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

PASSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2025

VOTE:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

ABSTAINING:

\_\_\_\_\_  
\_\_\_\_\_

ABSENT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
CLARK COUNTY, NEVADA

By: \_\_\_\_\_  
TICK SEGERBLOM, Chair

ATTEST:

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

This ordinance shall be in force and effect from and after the \_\_\_\_\_ day  
of \_\_\_\_\_ 2025.

APN(s): **176-09-301-008**  
Please Return to: Sami Real  
Comprehensive Planning Department  
1<sup>st</sup> Floor, Clark County Government Center  
500 South Grand Central Parkway  
Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK

AND

**DURANGO ROBINDALE LLC**

FOR

**ROBINDALE & DURANGO**

**ORD-25-900097**

## 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 ROBINDALE 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 **ZC-23-0744**, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.

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

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

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

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

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

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

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

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

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



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

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

## **SECTION 4 – PUBLIC FACILITIES**

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

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

<b>CHART 4.01-A PUBLIC FACILITIES CHART</b>			
<b>Type Of Development</b>	<b>Infrastructure Category</b>		<b>Total Per Unit</b>
	<b>Parks</b>	<b>Public Safety</b>	
<b>Single Family Dwelling Unit</b> (per dwelling unit)	<b>\$ 609.90</b>	<b>\$ 1,030.91</b>	<b>\$ 1,640.81</b>
<b>Multi Family Dwelling Unit</b> (per dwelling unit)	<b>\$ 609.90</b>	<b>\$ 1,010.80</b>	<b>\$ 1,620.70</b>
<b>Retail</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$ 0.69</b>	<b>\$ 0.69</b>
<b>Office</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$ 0.77</b>	<b>\$ 0.77</b>
<b>Industrial</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$ 0.46</b>	<b>\$ 0.46</b>
<b>Hotel</b> (per room)	<b>N/A</b>	<b>\$ 1,032.58</b>	<b>\$ 1,032.58</b>

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

- 4.03 Traffic Study. Owner shall prepare and submit to the County (and NDOT if applicable) a Traffic Study (if required) acceptable to the County (and NDOT if applicable) for the Subject Property prior to submittal of any final map for technical review, or prior to County issuance 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, 1<sup>st</sup> Floor  
P.O. Box 551741  
Las Vegas, NV 89155-1741

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

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

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

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

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

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

*[signatures appear on following page]*



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

**COUNTY:**

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

Attest:

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

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

OWNER:

Nima Khomassi

PRINT OWNER NAME

ENTITY NAME:

Durango Robindale LLC

PRINT ENTITY NAME

By:

Nima Khomassi

Owner Signature

**ACKNOWLEDGMENT:**

STATE OF NEVADA )

)ss:

COUNTY OF CLARK )

This instrument was acknowledged before me on the 18<sup>th</sup> day of March, 2025,

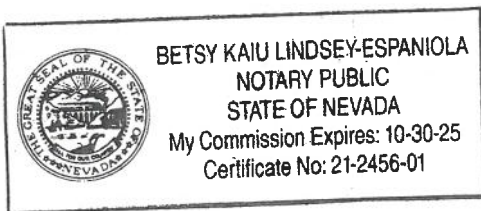
by Betsy Kaiu Lindsey-Espaniola

(Printed Name of Document Signer)

NOTARY PUBLIC

Betsy Kaiu Lindsey

Signature



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

**(see next page for attachment)**

## LEGAL DESCRIPTION

APN: 176-09-301-008

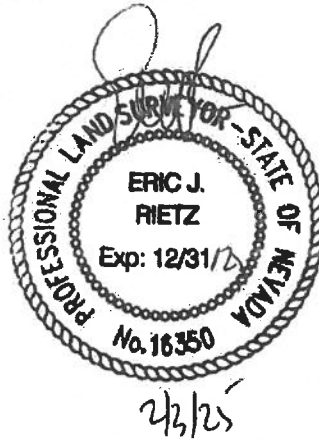
A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER SECTION OF CORNER OF SAID SECTION 9, AS SHOWN ON THAT CERTAIN PLAT RECORDED IN PLAT BOOK 139, PAGE 64, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA, THENCE SOUTH  $89^{\circ}14'36''$  WEST, A DISTANCE OF 1,327.99 FEET TO THE NORTHEAST CORNER, OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH  $89^{\circ}14'43''$  WEST, A DISTANCE OF 859.08 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 9 TO THE NORTHERLY RIGHT OF WAY OF WEST ROBINDALE ROAD PER THE DOCUMENT RECORDED OCTOBER 12, 1999, IN BOOK 991012, INSTRUMENT NO. 00525, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 890.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH  $19^{\circ}22'05''$  WEST, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF  $08^{\circ}14'12''$ , A DISTANCE OF 127.94 FEET TO A POINT OF REVERSE CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 810.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH  $27^{\circ}36'17''$  EAST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $17^{\circ}47'21''$ , A DISTANCE OF 251.49 FEET TO A POINT OF COMPOUND CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 54.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH  $09^{\circ}48'56''$  EAST, ALSO BEING THE EASTERLY RIGHT OF WAY AS DESCRIBED IN THE DOCUMENT RECORDED DECEMBER 13, 2004, IN BOOK 20041213, AS INSTRUMENT NO. 0001101, OF OFFICIAL RECORDS OF CLARK COUNTY, NEVADA; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH CENTRAL ANGLE OF  $98^{\circ}55'29''$ , A DISTANCE OF 93.23 FEET TO THE EASTERLY RIGHT OF WAY OF DURANGO DRIVE AS DESCRIBED IN THE DOCUMENT RECORDED OCTOBER 12, 1999, IN BOOK 991012, AS INSTRUMENT NO. 00523, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE NORTH  $00^{\circ}53'27''$  WEST, A DISTANCE OF 73.42 FEET ALONG SAID RIGHT OF WAY TO THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 9; THENCE LEAVING SAID RIGHT OF WAY NORTH  $89^{\circ}14'43''$  EAST, A DISTANCE OF 418.86 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION VACATED PER ORDER OF VACATION RECORDED DECEMBER 13, 2016, IN BOOK 20161213, AS INSTRUMENT NO. 0001741, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED FEBRUARY 14, 2022, IN BOOK 20220214, INSTRUMENT NO. 0001021, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.



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

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

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

**Address all Correspondence as follows:**

**Owner**

Durango Robindale, LLC  
8708 Spanish Ridge Ave Suite 155  
Las Vegas, NV 89146

**Applicant/Correspondent**

RIETZ CONSULTING, INC  
3203 E. WARM SPRINGS ROAD SUITE 400  
LAS VEGAS, NV 89120

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

**(see next page for attachments)**



TAVERN  
(TITLE 30)

**UPDATE**  
ROBINDALE RD/DURANGO DR

PUBLIC HEARING  
APP. NUMBER/OWNER/DESCRIPTION OF REQUEST  
**ZC-23-0744-DURANGO ROBINDALE, LLC:**

**ZONE CHANGE** to reclassify a 0.8 acre portion of a 2.2 acre site from a C-1 (Local Business) Zone to a C-2 (General Commercial) Zone.

**USE PERMITS** for the following: **1)** outside dining, drinking, and cooking; and **2)** eliminate pedestrian access.

**WAIVERS OF DEVELOPMENT STANDARDS** for the following: **1)** allow modified driveway design standards; **2)** alternative landscaping; and **3)** non-standard improvements in the right-of-way.

**DESIGN REVIEWS** for the following: **1)** tavern; and **2)** finished grade in the CMA Design Overlay District.

Generally located on the north side of Robindale Road and the east side of Durango Drive within Spring Valley (description on file). MN/rr/syp (For possible action)

---

RELATED INFORMATION:

**APN:**  
176-09-210-004; 176-09-210-005; 176-09-301-008 ptn

**USE PERMITS:**

1. Outside dining, drinking, and cooking within a rooftop patio area not in conjunction with a supper club, tourist club, mixed use development, or restaurant.
2. Eliminate the minimum 48 inch wide pedestrian access around the perimeter of an outside dining area.

**WAIVERS OF DEVELOPMENT STANDARDS:**

1. Reduce the throat depth for an existing driveway on Robindale Road to a minimum of 3 feet 2 inches where 25 feet is required per Uniform Standard Drawing 222.1 (an 88% reduction).
2. Allow alternative landscaping along Robindale Road and Durango Drive where landscaping per Figure 30.64-17 is required.
3. Allow non-standard improvements (landscaping) within the right-of-way on Robindale Road and Durango Drive.

**DESIGN REVIEWS:**

1. Tavern.
2. Increase finished grade to 40 inches where a maximum of 36 inches is the standard per Section 30.32.040 (a 12% increase).

**PROPOSED LAND USE PLAN:**

SPRING VALLEY - CORRIDOR MIXED-USE

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

- Site Address: N/A
- Site Acreage: 0.8 (zone change)/2.2 (site)
- Project Type: Tavern
- Number of Stories: 1
- Building Height (feet): 33.5
- Square Feet: 5,400
- Parking Required/Provided: 73/79

**Site Plans**

The plans depict a proposed 5,400 square foot tavern with a 750 square foot roof patio on the southernmost parcel APN 176-09-301-008 of 3 parcels located along the east side of Durango Drive north of Robindale Road. The proposed building is set back 93 feet from the west property line (Durango Drive) and 42 feet from the south property line (Robindale Road). The site is accessed from an existing driveway on Robindale Road. Cross access is provided to the 2 parcels to the north where access to Durango Drive is provided via 2 existing driveways. Parking areas are located on the east and west sides of the tavern and are connected by a 24 foot wide drive aisle. 24 parking spaces are proposed on the parcel. A loading zone is proposed at the eastern end of the parking lot, and a trash enclosure is located just east of the building. The parking analysis indicates the proposed tavern, in combination with the roof patio, will generate a need for 57 parking spaces. A parking agreement exists between the subject site and the 2 adjoining parcels to the north. There are 32 existing parking spaces on APN 176-09-210-005 which is the location of a convenience store and gas station. APN 176-09-210-004 farther to the north has some existing parking and is approved for a drive-thru restaurant with 22 parking spaces. The balance of the required parking will be met by utilizing existing parking spaces to the north.

**Landscaping**

The street landscaping along Durango Drive and Robindale Road will have a detached sidewalk with the landscape areas on each side of the sidewalk. A portion of the required landscape area will be within the right-of-way at the corner of Durango Drive and Robindale Road. As a result, waivers to allow landscaping in the right-of-way and for alternative on-site landscaping have been requested. Plans also show landscaping within the parking areas and at the eastern end of the property. All plants are in accordance with the Southern Nevada Regional Planning Coalition (SNRPC) Regional Plant List.

### Elevations

The plans depict a 1 story building that is 33.5 feet in height. Building materials consist of stucco with stone veneer finishes on parts of the building. Portions of the building have roof parapets and cornices, while the main entrance at the southwest corner of the building has a standing seam metal roof. Several storefront windows also feature canopies with standing seam metal. The rooftop patio area is secured by a 3.5 foot high wrought iron guardrail.

### Floor Plans

The plans show a proposed 5,400 square foot tavern with dining areas, bar, and kitchen on the ground floor. A 750 square foot rooftop patio area is connected to the ground floor by an interior staircase.

### Signage

Signage is not a part of this request.

### Applicant's Justification

The applicant states that the requested zone change to C-2 is appropriate and compatible with the surrounding area. There are similar uses in the Durango Drive corridor, both north and south of the site. The tavern will not be more intense than the existing and incoming uses in the area. The proposed development will complete this vacant corner and should improve the existing vehicular congestion and pedestrian connectivity.

### Prior Land Use Requests

Application Number	Request	Action	Date
WS-22-0343	Waived driveway width and throat depth for a restaurant with drive-thru service	Approved by BCC	November 2022
ET-22-400032 (UC-19-0867)	First extension of time for a vehicle wash	Approved by BCC	April 2022
UC-19-0867	Vehicle wash	Approved by BCC	December 2019
ZC-0565-15	Reclassified this parcel to C-1 zoning for southerly access to the adjacent parcel to the north which is developed with a convenience store with gas pumps	Approved by BCC	October 2015
DR-0969-14	Site lighting and signage in conjunction with an approved commercial development	Approved by PC	February 2015
UC-0138-11 (ET-0115-13)	First extension of time for a convenience store, service station, and car wash	Approved by PC	February 2014
UC-0138-11	Convenience store, service station, and car wash	Approved by BCC	November 2012
WS-0932-08	Increased building height for a commercial complex	Approved by PC	November 2008
TM-0344-07	Commercial subdivision	Approved by PC	February 2008

**Prior Land Use Requests**

Application Number	Request	Action	Date
TM-0682-05	Commercial subdivision	Approved by PC	January 2006
VS-1229-05	Vacated and abandoned easements of interest	Approved by PC	October 2005

**Surrounding Land Use**

	Planned Land Use Category	Zoning District	Existing Land Use
North	Neighborhood Commercial	C-1	Gas station & convenience store
South	Public Use	P-F	Undeveloped
East	Neighborhood Commercial & Public Use	C-1 & P-F	Mini-warehouse, soccer fields, and parking lot
West	Mid-Intensity Suburban Neighborhood (up to 8 du/ac)	R-2 & P-F	Single family residential & golf course (Rhodes Ranch)

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

**Related Applications**

Application Number	Request
PA-23-700038	A plan amendment to redesignate the existing land use category from NC (Neighborhood Commercial) to CM (Corridor Mixed-Use) on 0.8 acres 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 proposed zone change to C-2 requires approval of a concurrent amendment to redesignate 0.8 acres of the 2.2 acre site from NC (Neighborhood Commercial) to CM (Corridor Mixed-Use) so that the requested zone change may be in conformance to the Master Plan.

Over the past 15 years, commercial development along this section of Durango Drive has seen rapid growth based on the increasing residential development in this part of the Valley. The adjacent properties to the north are developed with a convenience store, gasoline station, and mini-warehouse. This area represents a node of commercial uses that serves the immediate area. Spring Valley Policy SV-1.5 encourages the development of commercial activity at nodes throughout the community as opposed to along linear commercial corridors. A zone change to C-2 will support this policy by maintaining the existing commercial node and expanding the allowed uses. Therefore, staff can support this request.

### Use Permits

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

A tavern is a permitted use in a C-2 zone. However, since it is not a supper club, tourist club, mixed use development, or restaurant, the outside dining, drinking, and cooking on the rooftop patio requires a use permit. Additionally, outside dining requires a minimum 48 inch wide pedestrian access around the perimeter of the outside dining area. However, this is requested to be eliminated due to the rooftop nature of the dining area. The intent is to use the rooftop patio for additional seating and dining areas, particularly following events at the nearby recreational facilities. The outside dining use is not within 200 feet of residential uses which are buffered by Durango Drive and Robindale Road. Based on this proposal, staff can support these requests.

### Waiver 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 #2

The applicant is requesting to allow the placement of non-standard improvements consisting of landscaping and a detached sidewalk within the right-of-way at the corner of Robindale Road and Durango Drive (Waiver #3). Additionally, a portion of the required landscaping is in the right-of-way. As a result, a waiver for alternative landscaping is requested. Provided that waiver of development standards #3 is approved, staff does not object to eliminating the on-site landscaping, provided that if for any reason the landscaping in the right-of-way is removed in the future because of road construction or other reasons, it is either replanted or replaced on-site.

### Design Review #1

The proposed site plan and building elevations indicate appropriate design characteristics, building materials, and other architectural features to help create an orderly and aesthetically pleasing environment that is compatible and harmonious with the surrounding area. The proposed design features cross access with the commercial development to the north, eliminating the need for any additional driveways on Durango Drive. Therefore, staff can support this design review.

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

#### Waiver of Development Standards #1

Staff has no objection to the reduction of throat depth for the driveway on Robindale Road. The applicant worked with staff to remove parking spaces, which provides more room for vehicles to safely exit the right-of-way to gain access to the site.

### Waiver of Development Standards #3

The applicant is responsible for maintenance and up-keep of any non-standard improvement; the County will not maintain any landscaping placed in the right-of-way. Staff can support waiver of development standards #3 but the applicant must execute and sign a License and Maintenance Agreement for any non-standard improvements within the right-of-way.

### 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.

### **Staff Recommendation**

Approval. 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: January 2, 2024 – APPROVED – Vote: Unanimous Comprehensive Planning**

- No Resolution of Intent and staff to prepare an ordinance to adopt the zoning;
- 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;
- If any landscaping in the right-of-way is removed in the future because of road construction or other reasons, it shall be replanted or replaced on-site by the applicant or owner;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that the County has adopted a rewrite to Title 30 effective January 1, 2024, and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that the use permits, waivers of development standards, and the design reviews must commence within 2 years of approval date or they will expire.

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

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

- Execute a License and Maintenance Agreement for any non-standard improvements within the right-of-way.
- 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.

**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 #0403-2023 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

**TAB/CAC:** Spring Valley - approval.

**APPROVALS:**

**PROTESTS:** 1 card

**APPLICANT:** DURANGO ROBINDALE, LLC

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



# Department of Comprehensive Planning

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

Sami Real, Director

## NOTICE OF FINAL ACTION

February 20, 2024

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

REFERENCE: ZC-23-0744

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 **February 07, 2024**. The final decision along with any conditions are listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

### **APPROVED.**

#### **CONDITIONS OF APPROVAL -**

##### **Comprehensive Planning**

- **No Resolution of Intent and staff to prepare an ordinance to adopt the zoning;**
- **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;**
- **If any landscaping in the right-of-way is removed in the future because of road construction or other reasons, it shall be replanted or replaced on-site by the applicant or owner;**
- **Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.**
- **Applicant is advised that the County has adopted a rewrite to Title 30 effective January 1, 2024, and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that the use permits, waivers of development standards, and the design reviews must commence within 2 years of approval date or they will expire.**

#### **BOARD OF COUNTY COMMISSIONERS**

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





# Department of Comprehensive Planning

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

Sami Real, Director

## Public Works - Development Review

- Drainage study and compliance;
- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Section 30.32.040(a)(9) are needed to mitigate drainage through the site;
- Traffic study and compliance;
- Full off-site improvements;
- Execute a License and Maintenance Agreement for any non-standard improvements within the right-of-way.
- 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.

## Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email [sewerlocation@cleanwaterteam.com](mailto:sewerlocation@cleanwaterteam.com) and reference POC Tracking #0403-2023 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

## BOARD OF COUNTY COMMISSIONERS

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

# Commission Agenda Map

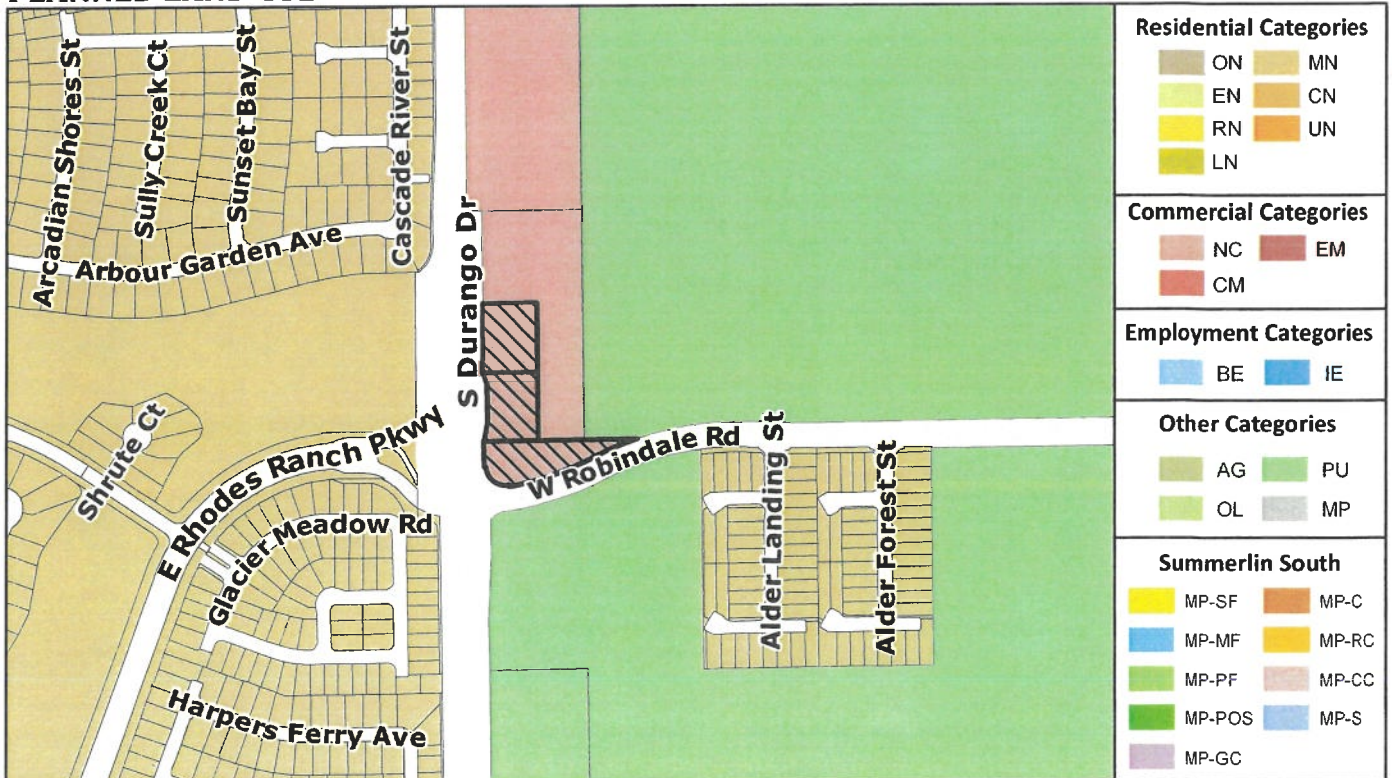
ZC-23-0744

## 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)  
17609210005  
17609301008  
17609210004



0 125 250 500 Feet  
Map Created on 11/15/2023

