

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

---

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

---

**Recommendation:** ORD-25-900625: Introduce an ordinance to adopt the Development Agreement with JAT Pebble LLC and JAT Pebble 2 LLC for a commercial and multi-family residential development on 28.1 acres, generally located west of Las Vegas Boulevard South and south of Pebble Road within Enterprise. (For possible action)

---

**FISCAL IMPACT:**

None by this action.

**BACKGROUND:**

The Board of County Commissioners (Board) approved the Pebble Storage and Retail Project, ZC-23-0163, on June 7, 2023, for a commercial development consisting of retail, restaurants a mini-warehouse and an 800 unit multi-family residential development. Conditions of approval of the application require the applicant/developer enter into a Development Agreement to mitigate the impacts of the project identified by the Board.

In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes (NRS), the Development Agreement must be approved by ordinance. Furthermore, in accordance with Title 30, the Board of County Commissioners may approve the Development Agreement (Agreement) if:

- (1) The issues identified in the Public Facilities Needs Assessment or RISE Report relating to this project have been adequately addressed;
- (2) A Development Agreement is a necessary and appropriate mechanism to implement the development of the project;
- (3) The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the Master Plan;
- (4) The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the property is located and all other provisions of this Title;
- (5) The Development Agreement is in conformity with the public convenience, general welfare and good land use practices;
- (6) The Development Agreement will not be detrimental to the public health, safety and general welfare;
- (7) The Development Agreement will not adversely affect the orderly development of property; and
- (8) The Development Agreement is consistent with the provisions of NRS 278.

Mitigation incorporated into the Agreement includes, but is not limited to, measures aimed at addressing impacts to public safety (fire) services, and park facilities. Documents are available for review in the Department of Comprehensive Planning, Current Planning division.

Staff recommends the Board set a public hearing for September 17, 2025.

**Cleared For Agenda**  
09/03/25

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

SUMMARY - An ordinance to adopt the Development Agreement with JAT Pebble LLC and JAT Pebble 2 LLC for a commercial and multi-family residential development on 28.1 acres, generally located west of Las Vegas Boulevard South and south of Pebble Road within Enterprise.

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

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH JAT PEBBLE LLC AND JAT PEBBLE 2 LLC FOR A COMMERCIAL AND MULTI-FAMILY RESIDENTIAL DEVELOPMENT ON 28.1 ACRES, GENERALLY LOCATED WEST OF LAS VEGAS BOULEVARD SOUTH AND SOUTH OF PEBBLE ROAD 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, the Development Agreement attached hereto with JAT Pebble LLC and JAT Pebble 2 LLC, on approximately 28.1 acres for a commercial and multi-family residential development, generally located west of Las Vegas Boulevard South and south of Pebble Road 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. A land use application submitted prior to the effective date of ORD 5060 (January 1, 2024) may be developed per the plans approved with the application. Application ZC-23-0163 was submitted prior to the effective date of ORD 5060 with a condition to enter into a Negotiated Development Agreement. As such, the Board of County Commissioners deems it necessary to retain in force the provisions of Title 30 as it existed prior to ORD 5060, effective January 1, 2024. Until the expiration, the provisions of the existing Title 30 shall remain in force but are intended to operate and shall be given effect only in those applications accepted prior to January 1, 2024.

SECTION 5. 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.

PROPOSED on the \_\_\_\_\_ day of \_\_\_\_\_

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

PASSED on the \_\_\_\_\_ day of \_\_\_\_\_

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 .

APNS: 177-20-501-004, 177-20-501-007, 177-20-501-008, 177-20-501-014, 177-22-501-015, 177-20-501-016, 177-20-501-024  
Please Return to: Jennifer Ammerman  
Comprehensive Planning Department  
1st Floor, Clark County Government Center  
500 Grand Central Parkway  
Las Vegas, Nevada 89155

## **DEVELOPMENT AGREEMENT**

**BETWEEN**

**THE COUNTY OF CLARK, NEVADA**

**AND**

**JAT PEBBLE LLC**

**AND**

**JAT PEBBLE 2 LLC**

**FOR THE**

**Pebble Storage and Retail**

**ORD-25-900625**

**PEBBLE STORAGE AND RETAIL  
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the County of Clark, State of Nevada (hereinafter referred to as the "**County**") and JAT Pebble LLC and JAT Pebble 2 LLC., Nevada Corporations (hereinafter referred to as the "**Owner**" or "**Owners**" of the Subject Property described on **Exhibit "A"** attached hereto and incorporated herein by reference). The County and the Owners are sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**".

**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) "**Acquisition Cost**" means costs including but not limited to attorney fees, court costs, witness fees, expert fees, acquisition and purchase amounts, closing costs and title insurance.
- (b) "**ADA**" means Americans with Disabilities Act, 42 U.S.C. § 12131, et. seq.
- (c) "**Agreement**" has the meaning assigned to it in the first paragraph hereof and includes all exhibits attached hereto or incorporated by reference herein and all written amendments, which are subsequently approved by the Parties hereto.
- (d) "**Applicable Rules**" means the specific codes, 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 and modified 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 portions of Title 30 of the Code, which are attached as Exhibit "B", subject to the following:
  - (1) The zoning or land use established by the Land Use Approvals will not be amended or modified during the term of this Agreement without the Owner's prior written approval; and
  - (2) The Chapters of Title 30 of the Code set forth in Exhibit "B" shall be locked in for the term of this Agreement to the extent those chapters do not involve fees, monetary payments, submittal requirements, review procedures prescribed by ordinance and uniformly applied throughout the County, or any provision of the Title 30 adopted by the County Commission relating to or referencing standards or specifications which have also been endorsed or adopted by the Southern Nevada Regional Planning Coalition, Regional Transportation Commission, the Southern Nevada Water Authority or CCRFCD and which are uniformly applied throughout the County. The Owner agrees to be subject to all such fees and monetary payments

prescribed by ordinance as adopted or amended from time to time throughout the duration of this Agreement.

- (e) **“CCRFCD”** means the Clark County Regional Flood Control District.
- (f) **“Code”** means the Clark County Code, including all rules, regulations, standards, criteria, manuals and other references as amended and modified from time to time subject to Section 1.01(d)(2).
- (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 of the County of Clark, State of Nevada.
- (i) **“County Master Plan”** means the comprehensive plan adopted by the Planning Commission of Clark County and County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use and development guides and elements that are applicable to the Subject Property.
- (j) **“Developer”** means the Owner, or a person or company, and its respective successors and assigns, as the developer of the land constituting the Subject Property.
- (k) **“Development Agreement Ordinance”** means Chapters 30.16 and 30.20 of the Code and any other Chapters of the Code that are relevant to this Agreement.
- (l) **“Effective Date”** means the date on which the Ordinance approving this Agreement becomes effective.
- (m) **“Force Majeure”** means war, acts of terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, epidemic/pandemic, or acts of God.
- (n) **“Improvements”** means private or public facilities that may include, but are not limited to, roadway, fire hydrants, sidewalks, curbs, gutters, pavement, gravel, aggregate base, streetlights, street name signs, traffic signals and signs, pavement markings, other applicable traffic control devices, survey monuments, flood control and drainage facilities which are required by the County in direct connection with and as part of the development and use of the Project.
- (o) **“Land Use Approvals”** means land use applications approved by the County, including approvals or waivers subsequent to this Agreement, and all applicable conditions for the Project, including without limitation those approvals and conditions of ZC-23-0163; the Agenda Sheet and Notice of Final Action are attached hereto as Exhibit “C” and incorporated herein by this reference.
- (p) **“LVMPD”** means the Las Vegas Metropolitan Police Department.

- (q) **“Master Transportation Study”** means a transportation study prepared by Developer for the Project and submitted to and approved by the County which includes any and all addendums acceptable to the County and all comments by the County, NDOT, if applicable, and other public entities.
- (r) **“NDOT”** means Nevada Department of Transportation.
- (s) **“NRS”** means the Nevada Revised Statutes, as amended.
- (t) **“Occupancy Permit”** means a final occupancy permit or certificate of occupancy issued by the County.
- (u) **“Owner”** and **“Owners”** means JAT Pebble LLC and JAT Pebble 2 LLC and its respective successors and assigns, as the owner of the land constituting the Subject Property.
- (v) **“Project”** means the Pebble Storage and Retail Project to be constructed on the Subject Property and the proposed development of the Subject Property as described in the Land Use Approvals and this Agreement. The Owner shall have the right to change the name of the Project in its sole discretion.
- (w) **“Subject Property”** means that certain real property, which the Owner owns or has the right to acquire generally located south of Pebble Road and west of Las Vegas Boulevard South in Enterprise, more particularly described in Exhibit “A”.
- (x) **“Temporary Occupancy Permit”** means a temporary or partial certificate of occupancy issued by the Clark County Building Department for the use of a portion or portions of a building or structure prior to the completion of the entire building or structure.
- (y) **“Term”** means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.
- (z) **“Traffic Impact Analysis”** means a transportation study prepared by Owner for the Project submitted to and approved by the County that includes any and all addendums acceptable to the County and all comments by the County, NDOT, if applicable, and other public entities.

## 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 and, pursuant to NRS Chapter 278, to establish long range plans for the development of such property.

- (b) **Ownership Interest.** The Owner represents that it has fee title ownership or has the right to acquire fee title to 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 the Owner's application seeking approval of the form of this Agreement and the execution hereof by the County. After the public hearing, the County Commission found that this Agreement is consistent with the County's plans, policies and regulations, including the County Master Plan, that this Agreement meets the requirements of Title 30 of the Code, and 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. The 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 to better 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 ensure attainment of the maximum efficient utilization of resources within the County at the least economic cost to its citizens and otherwise achieve the goals and purposes of the Code and County Master Plan. In exchange for these and other benefits to the County, the Owner will receive the assurance that it may develop the Project during the Term in accordance with the Applicable Rules, subject to the terms and conditions herein contained.
- (e) **Owner Intent.** In accordance with the legislative intent evidenced by NRS chapter 278 authorizing development agreements and the intent of the County in adopting an ordinance allowing development agreements, the Owner wishes to obtain reasonable assurances that they may develop the Project in accordance with the conditions established in this Agreement. The Owner acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time and in order to develop the Subject Property. The Owner is willing to enter into this Agreement in order to provide certain public services, facilities and infrastructure necessitated by the development of the Project. The 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 Land Use Approvals. The Owner's decision to commence the Project is based on the expectation of proceeding with the Project to completion.

- (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 are the unavailability of water or other limited natural resources, regulation of air and water quality, and similar conditions. The Owner recognizes that water shortages could affect the County's ability to perform its obligations hereunder. It is not the intent of the Parties nor shall this Section be construed as excusing the County of any obligation hereunder or depriving the Owner of any right under this Agreement which can be performed.
- (g) **Provision of Water and Sewer Service.** The 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. 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 does not in any way guarantee or provide a right for the provision of water and sewer services nor are any fees and services for water or sewer service established and/or waived here.

- 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, this Agreement must describe the land which is the subject of this Agreement and specify the duration of this Agreement, the permitted uses of the land, the density or intensity of its use, the maximum height and size of the proposed buildings and any provisions for the dedication of any portion of the land for public use. Subject to the conditions and requirements of the Applicable Rules and the Land Use Approvals, the County agrees that the Project may be developed and constructed pursuant to the parameters set forth in the Land Use Approvals and this Agreement.

### SECTION 3 DEVELOPMENT OF THE PROJECT

- 3.01 **Time for Construction and Completion of the Project; Project Phasing.** Subject to the conditions of the Land Use Approvals and terms of this Agreement, the Owner shall have complete 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.
- 3.02 **Reliance on Land Use Approvals and Applicable Rules.** To the maximum extent permissible under applicable law, the County hereby confirms and agrees Developer has the right to develop, construct, and complete the Project in accordance with the uses and densities set forth in the parameters of the Land Use Approvals subject to the terms and conditions of this Agreement, the conditions of the Land Use Approvals, and the Applicable Rules and subject to Developer's infrastructure and monetary obligations described in this

Agreement, without interference by the County, except as provided herein. In the event Owner seeks to obtain additional zoning or land use approvals to increase the intensity of the Project on the Subject Property, or to locate a facility necessitated by the Project on another property such as a parking facility, then the County at its option, may require additional land use approvals and/or an amendment to this Agreement to address the impacts, if any, caused by the increase in intensity of the Subject Property, or new use of another property.

- 3.03 Air Quality Conformity.** The Owner acknowledges the County has adopted an air quality plan and the Owner agrees to comply with all applicable provisions thereof, including any state and federal rules and regulations.
- 3.04 Dust Mitigation.** The Owner will comply with all dust mitigation requirements and the Owner will notify the contractors for the Project of the applicable rules of the County Department of Environment and Sustainability with respect to dust mitigation and will require compliance therewith.
- 3.05 Water Conservation.** The Owner agrees to provide for water conservation in the Project. The Owner agrees to design any open space using the best available commercially reasonable water conserving techniques, including but not limited to, proper soil preparation and water conserving irrigation systems and equipment. Notwithstanding any other provision in this Agreement, the Owner agrees to comply with the Code as amended from time to time with respect to landscaping adjacent to public streets, or water conservation measures.
- 3.06 Temporary Storm Water Construction Permit.** If applicable, the Owner agrees to comply with and require its contractors within the Project to comply with the requirements for a temporary Storm Water Construction Permit issued from the Nevada Division of Environmental Protection.
- 3.07 Update and Amendments.** In the event an Amendment is required pursuant to Section 3.02 of this Agreement, the Amendment shall be completed and executed by all Parties prior to the issuance of any building permits for the additional development that triggers the need for the Amendment. Additionally, if an Amendment is required, the County may require the Owner to provide updated studies, including but not limited to updating the following: Traffic Impact Analysis, drainage study, master fire protection plan and other studies that were required for submittal in the original consideration of the Project.
- 3.08 Property Dedications.** All property required to be dedicated pursuant either to this Agreement, the Code, Land Use Approvals, Traffic Impact Analysis, a drainage study, the master fire protection plan or other studies, and any update thereto, if required by the County for the Project shall be conveyed to Clark County in fee simple absolute in a form acceptable to the County at no cost and expense to the County and shall be free of all liens, restrictions, encumbrances, covenants, unless specifically agreed to in writing by the County in a separate document. In instances where easements are specifically requested by the County, the easement must be acceptable to the County at no cost and expense to the County and shall be free of all liens, restrictions, encumbrances, covenants, and or conditions unless specifically agreed to in writing by the County in a separate document. In the case of a fee dedication or easement, the County in its sole discretion shall determine whether or not a

lien, restriction, encumbrance, covenant, and or condition are acceptable. For either a fee dedication or an easement, the Owner shall be responsible to pay for all surveys, title reports, document preparation, title insurance, and transfer fees. The Owner shall only be required to dedicate property as required by this Agreement, Land Use Approvals, Applicable Rules, Traffic Impact Analysis, drainage study, master fire protection plan and other studies and updates required by the County for the Project. Dedications required for NDOT shall conform to the same standards as set forth above except that title will be held by the State of Nevada.

## SECTION 4 PUBLIC FACILITIES

- 4.01 Fire Fighting Facility and Equipment.** Developer shall pay the fees set forth in the Chart 4.01 below, except as modified by this Section 5.06, prior to the issuance of any building permit for a multi-family dwelling, commercial/office or industrial use.

<b>CHART 4.01-FIRE DEPARTMENT MITIGATION CONTRIBUTION</b>	
<b>Type Of Development</b>	<b>Fee</b>
<b>Commercial/Office</b> (per square foot gross floor area)	\$0.69
<b>Industrial</b> (per square foot gross floor area)	\$0.46
<b>Multi-Family Dwelling Unit</b> (per dwelling unit)	\$1,010.80

- (a) **County Fire Service Discretion.** Notwithstanding the contributions and obligations of the Owner as set forth above, the Owner acknowledges and agrees that the County has the sole discretion to locate, manage and operate the facilities/improvements, equipment, personnel and further understands and agrees that the County at its sole discretion may relocate, rearrange or shift services, improvements, equipment, personnel and contributions made by the Owner in the interest of public safety and efficient management of resources. The Owner further understands and agrees that the contributions and obligations of the Owner set forth herein do not entitle the Owner to a priority emergency response over any other emergency response.

### **4.02 Parks and Recreation**

- (a) **Residential Construction Tax.** The Developer shall pay to the County a residential construction tax at the rate calculated for each dwelling unit in Clark County Code 19.05.030 prior to the issuance a building permit for each residential unit.

## 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) month period during the Term, the Owner shall provide and the County shall review in good faith, a report submitted by Owner documenting the extent of Owner's and the 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. The County and Owner shall be permitted an opportunity to be heard before the County Commission regarding their performance under this Agreement in the manner set forth in this Agreement.

**5.02 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 stating the reason for noncompliance and any action necessary to correct the noncompliance. Courtesy notices shall be delivered by registered mail to the address provided in Section 7.07 of this Agreement. If after thirty (30) days of the date the courtesy notice is sent the noncompliance is not corrected to the satisfaction of the complaining Party, the Party alleging noncompliance shall deliver in writing a notice of default by registered mail to the address provided in Section 7.07 of this Agreement. The timing of the notice of default shall be measured from the date of the registered mailing of such notice. The notice of default shall include the Section of this Agreement alleged to be violated, the nature of the alleged default and, where appropriate, the manner and period of time in which it may be satisfactorily corrected. During the period of time the notice of 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 after thirty (30) days or such greater time specified in any notice of default, the following procedures shall apply:

**(a) County Procedures.**

1. **Hearing Scheduled.** 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 County Commission zoning agenda. The letter shall notify the Owner of the action taken and shall give the Owner at least seven (7) business days notice to correct the default before the matter is scheduled for a hearing. The County shall notify the Owner of the hearing by sending notice of the hearing date at least seven (7) business days before the hearing date by registered mail. The letter notifying the Owner of the hearing shall contain the intended hearing date.
2. **Review by County Commission.** Following consideration of the evidence present before the County Commission and a finding that a default has occurred by the Owner and the default remains uncorrected, the County Commission may authorize the suspension of any or all permits and

inspections within the Project or may amend or terminate this agreement. Termination shall not in any manner rescind, modify, or terminate any Occupancy Permit issued on or before the date of the termination. The Owner shall have twenty-five (25) days after the date notice of the County Commission's decision is filed with the County Clerk, Commission Division, to institute legal action pursuant to Sections 5.04 hereof to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.

(b) **Owner Procedures.**

1. **Request for Review by County Commission.** After proper notice and the expiration of the above-referenced periods for correcting the alleged default, the 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 County Commission zoning agenda.
2. **Decision by County Commission.** Following consideration of the evidence presented before the County Commission and a finding that a default has occurred by the County and remains uncorrected, the County Commission shall direct County staff to correct the default. Owner shall have twenty-five (25) days after the date that a notice of the County Commission's decision is filed with the County Clerk's Commission Division to institute legal action pursuant to Section 5.04 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 proceedings which it may deem necessary to protect, assert, or enforce any of its rights or remedies.

- (d) **Notices.** All notices provided for herein shall be sent to the addresses provided in Section 7.07 of this Agreement.

**5.03 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 any Force Majeure event, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than the 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 the County within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the County within ten (10) 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 the County and the Owner.

- 5.04 Institution of Legal Action.** The County and Owner agree the County would have not entered into this Agreement if it were liable for, or could be liable for damages under or with respect to this Agreement. Accordingly, Owner may pursue any remedy at law or equity available for breach, except that the County shall not be liable to Owner or to any other person or entity for any monetary damages whatsoever. 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 of review appropriate for the review of zoning actions. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing described in this Section. If a Party desires to present new or additional evidence to the Court, it 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.
- 5.05 Applicable Laws.** This Agreement shall be construed and enforced in accordance with the law of the State of Nevada.
- 5.06 Adjustments for Inflation.** In the event there is a delay in commencing construction of the uses specified in Chart 4.01 of more than four (4) years from the date ZC-23-0163 was granted approval, the amount of the contribution shall be adjusted for inflation. In addition, each mitigation fee payment provided on or after four (4) years from approval date of ZC-23-0163 ("Adjustment Date") shall be adjusted for inflation equal to the change in the Consumer Price Index ("CPI") between the Adjustment Date and the date the payment is made, using the Consumer Price Index (CPI) US City Average, All Items. If the Parties are unable to agree to the adjusted amount, the matter may be set for a hearing before the County Commission, after notice is provided to the Owner. After the County Commission conducts a public hearing and considers the evidence presented, it may adjust the amount of the contribution to account for inflation.

## **SECTION 6 CONFLICTING LAWS**

- 6.01 Conflicting State or Federal Laws.** 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.
- (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 or regulation 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.

- (b) **Modification Conferences.** The Parties shall, within thirty (30) 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 or enactment 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. The 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 5.04. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Local Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

## **SECTION 7 GENERAL PROVISIONS**

**7.01 Enforcement and Binding Effect.** This Agreement is enforceable by either Party in accordance with its terms notwithstanding any change 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.

**7.02 Duration of Agreement.** The Term of this Agreement shall commence upon the Effective Date and shall expire ten (10) years from the Effective Date, upon expiration of the Land Use Approvals or when all obligations hereunder are satisfied, whichever comes first. Notwithstanding the expiration or termination of this Agreement, the indemnity and defend and hold harmless provision set forth in Section 7.05 shall survive the term of this Agreement.

**7.03 Assignment.**

- (a) **Transfer Not to Relieve the Owner of its Obligations.** Except as expressly provided herein, a sale or transfer of all or any portion of the Subject Property shall not relieve the Owner of its obligations under this Agreement.

- (b) **Transfer to an Affiliate of the Owner.** In the event of a sale or transfer of all of the Owner’s interest in the Subject Property to any one or more limited liability companies, partnerships, corporations or other entities which the Owner controls or in which the Owner has a controlling interest or which controls the Owner, the rights of the Owner under this Agreement may be transferred or assigned, provided such entity assumes in writing all obligations of the Owner hereunder. The Owner or its affiliate shall provide copies of all sale, transfer, conveyance, and assignment documents to the County as part of its notice of such assignment. Such assignment shall relieve the Owner from its obligations under this Agreement.

- (c) **Third Party Assignment.** In the event of a sale or transfer of all of the Owner's interest in the Subject Property to any entity not affiliated with the Owner as provided in subparagraph (b) above, the rights and obligations of the Owner under this Agreement may be transferred or assigned to such third Party, provided such third Party assumes in writing all obligations of the Owner. The Owner or such third Party shall provide copies of all sale, transfer, conveyance, and assignment documents to the County as part of its notice of such assignment. The County's consent, which shall not be unreasonably withheld or delayed, to such assignment shall relieve the Owner from its obligations under this Agreement.
- (d) **Notice of Sale.** In the event of a sale, transfer or conveyance of all or any portion of the Owner's interest in the Subject Property, the Owner shall provide the County with written notice of such sale, transfer or conveyance. Notwithstanding the foregoing, no assignee or transferee shall be entitled to the benefits of this Agreement, including but not limited to the issuance of a building permit or Occupancy Certificate, if the obligations agreed to herein by the Owner have not been completed within the time periods and in the manner set forth herein.
- (e) **Financing Transactions.** The Owner has full discretion and authority to transfer, assign or encumber the Subject Property or portions thereof in connection with financing transactions, without limitation on the size or nature of any such transaction, the amount of land or other real property 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 the County.

7.04 **Amendment 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 **Indemnification.** Except as expressly provided in this Agreement, the Owner shall indemnify, defend and hold harmless the County, its officers, agents, employees, and representatives from any claim, action, liability, loss, damage, cost, suit, judgment or expense, including fees and expenses for attorneys, investigators, and expert witnesses incurred by the County, arising from this Agreement, including but not limited to the following:

1. the development, construction or operation of the Project;
2. any personal injury, death or property damage;
3. any damages arising from any alleged inverse condemnation, construction delays or claims, interruptions or loss of business, or fines;
4. a challenge to the validity, legality, enforceability, performance or nonperformance of the terms of this Agreement;
5. any act, conduct or omission of the Owner, its successors, assigns, officers, employees, agents and volunteers, contractors and subcontractors; or

6. any action, approval, denial or decision of the County relating to this Agreement or the Project.

The Owner shall indemnify, defend and hold harmless the County, as set forth in this Section 7.05, even if the allegations, claims or causes of action are groundless, false or fraudulent. This Section 7.05 survives expiration, termination and/or completion of this Agreement.

Whether or not the Owner accepts the County's tender of defense under this Section 7.05, the County may elect at any time to hire its own attorneys to defend the County, its officers, agents, employees and representatives against any of the above claims. If the County exercises this election and thereafter pays any reasonable amount to compromise or settle a claim, the Owner remains subject to all indemnification obligations as set forth above in this Section 7.05 including, but not limited to, paying all fees and expenses for attorneys, investigators, and expert witnesses incurred by the County. Additionally, if the County or its officer, agent, employee, or representative is legally liable to the Party with whom any settlement is made and the amount paid is reasonable, the Owner is liable for reimbursement of the County for any amounts paid in discharge of the claim. The Owner agrees to pay, within thirty (30) days of receipt of billing(s) from the County and copies of invoices, statements or other evidence of the actual costs incurred by the County, all fees and expenses incurred by the County in defense of such claims in addition to those items listed above.

Notwithstanding the foregoing, Owner shall not be liable for, and shall not indemnify the County, its officers, agents, employees, and representatives from, any claim, action, liability, loss, damage, cost, suit, judgment or expense, including fees and expenses for attorneys, investigators, and expert witnesses incurred by the County, caused by the negligent or malicious acts of the 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 and the Owner of the Subject Property.
- 7.07 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 addressed as follows:

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

**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

**To the Owner:** JAT Pebble and JAT Pebble 2  
1370 Jetstar Ave Ste 100  
Henderson NV 89052  
Attn: Jeff Troesh

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 and received on the day of personal delivery or the delivery date by overnight courier or mail is first attempted.

- 7.08 **Entire Agreement.** This Agreement and any specific references to other agreements mentioned herein and all conditions imposed in the Land Use Approvals constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof.
- 7.09 **Waivers.** All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the County or the Owner, as the case may be. 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 proceedings which it may deem necessary to protect, assert, or enforce any of its rights or remedies.
- 7.10 **Recording Agreements.** Promptly after the Effective Date, an executed original of this Agreement shall be recorded with the Clark County Recorder. All amendments hereto must be in writing and signed by the appropriate officers of the County and the Owner in a form suitable for recordation with the Clark County Recorder. Upon the completion of performance of this Agreement or its earlier expiration, cancellation or termination, a statement evidencing such cancellation or termination signed by appropriate officers of the County and the Owner shall be recorded with the Clark County Recorder.
- 7.11 **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.
- 7.12 **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. Unless otherwise expressly set forth herein, all references to "days" in this Agreement shall mean calendar days.

- 7.13 **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 carry into effect the original intention of the Parties.
- 7.14 **Voluntary Agreement.** The Owner acknowledges and agrees that it voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.
- 7.15 **Joint and Several.** If there are more than one Owner, they agree that they shall be jointly and severally liable to the County. If one Owner determines that it is not responsible for the alleged actions or inactions, then it must seek contribution and/or remedy against the other Owner and may not seek contribution or any other remedy from the County.
- 7.16 **Third-Party Beneficiary.** No person or entity other than those expressly named herein shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-Party beneficiary or otherwise.

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties on the day and year first above written to be effective on the Effective Date of the ordinance approving this Agreement.

*[signatures appear on following page]*

**THE COUNTY:**

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

**ATTEST:**

\_\_\_\_\_  
Tick Segerblom  
Chair

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

My Commission expires: \_\_\_\_\_

(Signature(s) continued on next page)

**THE OWNER:**

**JAT Pebble and JAT Pebble 2** \_\_\_\_\_, a Nevada Corporation

By: \_\_\_\_\_

Name: **Jeff Troesh** \_\_\_\_\_

Title: **President**

STATE OF Nevada )  
 ) ss:

COUNTY OF Clark )

This instrument was acknowledged before me on the 1<sup>st</sup> day of August,  
2025, by Jeffrey Troesh, the President of JAT, a Nevada Corporation,  
Pebble and JAT Pebble 2



Karen Lee McClain  
NOTARY PUBLIC

**LIST OF ATTACHED EXHIBITS**

**A      SUBJECT PROPERTY**

**B      APPLICABLE CHAPTERS OF TITLE 30**

**C      AGENDA SHEET AND NOTICE OF FINAL ACTION**

**EXHIBIT "A"**

**SUBJECT PROPERTY**

LEGAL DESCRIPTION

PEBBLE LVB COMMERCIAL – A COMMERCIAL SUBDIVISION

PARCEL ONE (1):

THE WEST HALF (W ½) OF THE NORTH HALF (N ½) OF THE NORTH HALF (N ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.B &M., CLARK COUNTY, NEVADA.

PARCEL TWO (2):

THE SOUTH HALF (S ½) OF THE NORTH HALF (N ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.B.&M., CLARK COUNTY, NEVADA.

PARCEL THREE (3):

THE NORTH HALF (N ½) OF THE NORTH HALF (N ½) OF THE SOUTH HALF (S ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.B.&M., CLARK COUNTY, NEVADA.

PARCEL FOUR (4):

THE SOUTH HALF (S ½) OF THE NORTH HALF (N ½) OF THE SOUTH HALF (S ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.B.&M., CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION OF THE NORTH HALF (N ½) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.B.&M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LOT ONE (1) AS SHOWN BY MAP THEREOF IN FILE 88 OF PARCEL MAPS, PAGE 42, IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION OF THE SOUTHERLY 12 FEET OF THE EAST HALF (E ½) OF THE NORTH HALF (N ½) OF THE NORTH HALF (N ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.B.&M.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND LYING WITHIN THE BOUNDS OF U.S. HIGHWAY 91.

## **EXHIBIT “B”**

### **APPLICABLE CHAPTERS OF TITLE 30**

- 30.08 DEFINITIONS
- 30.24 PLANNED UNIT DEVELOPMENT
- 30.36 ZONING DISTRICTS AND MAPS
- 30.40 ZONING BASE DISTRICTS
- 30.44 USES
- 30.48 ZONING OVERLAY DISTRICTS
- 30.56 SITE DEVELOPMENT STANDARDS
- 30.60 PARKING AND LOADING REGULATIONS
- 30.64 SITE LANDSCAPING AND SCREENING STANDARDS
- 30.66 LANDSCAPE MAINTENANCE
- 30.72 SIGNS
- 30.76 NONCONFORMITIES

\* Refer to definition 1.01(d) of the Agreement for exceptions to the locked in Chapters of Title 30.

**EXHIBIT "C"**

**AGENDA SHEET AND NOTICE OF FINAL ACTION**

COMMERCIAL &  
MULTIPLE FAMILY DEVELOPMENT  
(TITLE 30)

LAS VEGAS BLVD S/PEBBLE RD

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

**ZC-23-0163-JAT PEBBLE, LLC & JAT PEBBLE 3, LLC:**

**ZONE CHANGE** to reclassify 6.9 acres from an H-1 (Limited Resort and Apartment) Zone to a C-2 (General Commercial) Zone.

**USE PERMITS** for the following: **1)** High Impact Project; **2)** multiple family development; and **3)** reduce the separation from on-premises consumption of alcohol establishments to a residential use (multiple family).

**WAIVERS OF DEVELOPMENT STANDARDS** for the following: **1)** increase building height; **2)** reduce the required number of loading spaces; **3)** eliminate cross access; **4)** alternative landscaping adjacent to a less intensive (multiple family) use; **5)** eliminate street landscaping; **6)** allow modified driveway design standards; and **7)** allow non-standard improvements within the right-of-way (Las Vegas Boulevard South).

**DESIGN REVIEWS** for the following: **1)** alternative parking lot landscaping; **2)** mini-warehouse; **3)** pharmacy; **4)** restaurants with drive-thru; **5)** multiple family development; and **6)** finished grade on 28.1 acres in a C-2 (General Commercial) Zone and an H-1 (Limited Resort and Apartment) Zone.

Generally located on the west side of Las Vegas Boulevard South and the south side of Pebble Road within Enterprise (description on file). MN/md/syp (For possible action)

---

RELATED INFORMATION:

**APN:**

177-20-501-004; 177-20-501-007; 177-20-501-008; 177-20-501-014 through 177-20-501-016; 177-20-501-024

**USE PERMITS:**

1. High Impact Project.
2. Multiple family development.
3. Reduce the separation between on-premises consumption of alcohol establishments and a residential use to 63 feet where a minimum separation of 200 feet is required per Table 30.44-1 (a 68.5% reduction).

**WAIVERS OF DEVELOPMENT STANDARDS:**

1. a. Increase building height (multiple family) to 69 feet where a maximum height of 50 feet is the standard per Table 30.40-3 (a 38% increase).

- b. Increase building height (mini-warehouse) to 53 feet where a maximum height of 50 feet is the standard per Table 30.40-4 (a 6% increase).
2. Reduce the required number of loading spaces to 2 spaces where a maximum of 5 spaces are required per Table 30.60-6 (a 60% increase).
3. Eliminate cross access where cross access shall be provided to non-residential land uses that are similar or complementary with consistent levels of intensity and similar parking per Table 30.56-2.
4. Allow alternative landscaping adjacent to a less intensive (multiple family) use where required per Table 30.64-2 and Figure 30.64-11.
5. Eliminate street landscaping including the detached sidewalk where required per Table 30.64-2 and Figure 30.64-17.
6. Reduce throat depth to 134 feet where a minimum of 150 feet is required per Uniform Standard Drawing 222.1 (a 10.7% reduction).
7. Allow non-standard improvements (landscaping, detached sidewalk, pavers) within the right-of-way (Las Vegas Boulevard South) where not permitted per Chapter 30.52.

#### **DESIGN REVIEWS:**

1. Alternative parking lot landscaping including diamond-shaped landscape planters.
2. Mini-warehouse.
3. Pharmacy.
4. Restaurants with drive-thru.
5. Multiple family development.
6. Increase finished grade to 71 inches where a maximum of 36 inches is the standard per Section 30.32.040 (a 97.3% increase).

#### **LAND USE PLAN:**

ENTERPRISE - ENTERTAINMENT MIXED-USE

#### **BACKGROUND:**

##### **Project Description**

##### **General Summary**

- Site Address: N/A
- Site Acreage: 6.9 (commercial development)/21.2 (multiple family development)/28.1 (overall)
- Number of Units: 800
- Density (du/ac): 37.9
- Project Type: Commercial and multiple family development
- Number of Stories: 5 (multiple family)/4 (mini-warehouse)/1 (restaurants)/1 (pharmacy)
- Building Height (feet): 69 (multiple family)/53 (mini-warehouse)/25 (restaurants)/32 (pharmacy)/27 (entrance canopy/structure)
- Square Feet: 106,000 (mini-warehouse)/2,600 (restaurants A & B)/2,470 (restaurant C)/15,400 (pharmacy)
- Open Space Required/Provided (square feet): 80,000/201,635
- Parking Required/Provided: 1,596/1,633

### Site Plan

This request is for a conforming zone change to reclassify 6.9 acres of a 28.1 acre site from an H-1 zone to a C-2 zone to permit a commercial development consisting of a mini-warehouse, pharmacy, and 3 restaurants with drive-thru lanes, located on the east portion of the site. A use permit is requested to permit the multiple family development, consisting of 3 buildings, on the west portion of the site, consisting of 21.2 acres within the H-1 zoning district. The proposed mini-warehouse is located at the northeast portion of the site, with the pharmacy located 82 feet to the south of the building. Three restaurants (Pads A through C) with drive-thru lanes are located to the south of the pharmacy. Two of the 3 restaurants feature dual drive-thru lanes while the third features a single drive-thru lane. Pad C features an outside dining area located on the east side of the building. A use permit is also requested to reduce the separation requirement between the restaurant buildings and the multiple family development to the west for on-premises consumption of alcohol. Below is a table reflecting the commercial building setbacks from the north, south, east, and west (future) property lines of the site:

<b>Building Setback from Property Lines (in feet)</b>				
	<b>Property Line</b>			
<b>Building:</b>	<b>North</b>	<b>East</b>	<b>South</b>	<b>West (future)</b>
Mini-warehouse	20	38	730	55
Pharmacy	22	73	530	54
Pad A (restaurant)	560	50	73	63
Pad B (restaurant)	280	32	360	101
Pad C (restaurant)	440	66	196	84

All buildings within the commercial development are connected through north/south cross access drive aisles. A waiver of development standards is requested to eliminate the cross access between the proposed commercial development and the existing tavern, convenience store and gasoline station located to the northeast of the project site. A waiver is also requested to eliminate cross access to the undeveloped parcels to the south of the project site. A third waiver is requested to reduce the number of required loading spaces for the commercial development.

The second component of this request is for a proposed multiple family development, consisting of 3 buildings, located on the west portion of the site. The plans depict a multiple family development located on a 21.2 acre site consisting of 800 dwelling units with a density of 37.9 dwelling units per acre. Multiple family Building C is orientated in an east/west direction while Buildings A and B are located immediately to the south, separated by 2 rows of parking spaces and a vehicle drive aisle. Below is a table reflecting the multiple family building setbacks from the north, south, east (future), and west property lines of the site:

<b>Building Setback from Property Lines (in feet)</b>				
	<b>Property Line</b>			
<b>Building:</b>	<b>North</b>	<b>East (future)</b>	<b>South</b>	<b>West</b>
Building A	400 (from Pebble Road)	99	89	510
Building B	410	565	88	77
Building C	88	74	623	169

Five foot wide detached sidewalks are provided along Pebble Road and Las Vegas Boulevard South. The detached sidewalks connect to internal pedestrian walkways serving both the commercial and multiple family developments within the project site. Two points of gated pedestrian access are provided between the multiple family development and the commercial development to the east. Access to the project site is granted via 2 commercial driveways along Pebble Road and a single commercial driveway adjacent to Las Vegas Boulevard South. A waiver of development standards is required to reduce the throat depth for the commercial driveway along Las Vegas Boulevard South to 134 feet. An entry feature, located above the primary vehicle drive aisle to the site, is set back 117 feet from the east property line along Las Vegas Boulevard South. An “exit only” gate is located at the northeast corner of the mini-warehouse, adjacent to Pebble Road. A “crash gate/emergency exit only” is located at the southeast corner of the site, along Las Vegas Boulevard South. The commercial and multiple family development requires 1,596 parking spaces where 1,633 parking spaces are provided.

#### Landscaping

The plans depict a 40 foot wide landscape area, with a 5 foot wide detached sidewalk, along Las Vegas Boulevard South. The landscape area consists of 24 inch box trees, shrubs, and groundcover. The proposed landscaping and detached sidewalk are located within Las Vegas Boulevard South, requiring a waiver for non-standard improvements within the right-of-way. An additional waiver of development standards is necessary to eliminate street landscaping along Las Vegas Boulevard South as the required landscaping is being provided within the street, and not within the boundaries of the project site. A 15 foot wide landscape area, including a 5 foot wide detached sidewalk, is provided along Pebble Road. The street landscape area consists of trees, shrubs, and groundcover. In lieu of providing the required amount of landscape finger islands within the interior of the parking lot, the required trees have been distributed throughout the interior of the site. The development requires 166 trees within the interior of the parking lot where a combination of 195 medium and large trees have been equitably distributed throughout the site. The use of diamond-shaped landscape planters is also part of the alternative parking lot landscaping request. Although not required, perimeter landscaping has also been provided along the west and south perimeters of the multiple family and commercial development. The perimeter landscape area measures between 5 feet to 10 feet in width along the south and west property lines. The landscape area along the northwest property line measures 20 feet in width. The perimeter landscape areas consist of small, medium, and large trees with shrubs and groundcover.

The multiple family development requires 80,000 square feet of open space where 201,635 square feet of open space has been provided. Open space areas are equitably distributed throughout Buildings A through C, consisting of a clubhouse, gym, pickleball court, sports court, fire pit, and pavilion, hammock, cabana, and pool areas.

A waiver of development standards is requested to allow alternative landscaping adjacent to a less intensive (multiple family) use. Code requires 1 large, 24 inch box Evergreen tree planted 20 feet on center within a 5.5 foot wide landscape area between the commercial and multiple family development. A landscape area measuring between 5 feet to 15 feet, along the future property line dividing the commercial and multiple family development, has been provided in

lieu of the Code standard. The landscape area between the uses consists of small, medium, and large trees planted 30 feet to 35 feet on center.

#### Elevations

The plans depict three, 5 story multiple family buildings ranging between 66 feet to 69 feet in height. The buildings consist of varying rooflines that include parapet walls to screen the rooftop mounted equipment. The exterior of the buildings consist of stucco, CMU block, painted decorative metal for accent purposes, and aluminum storefront window systems. The multiple family buildings will be painted with contrasting colors including varying shades of gray and white. A waiver of development standards is necessary to increase the height of the multiple family buildings up to 69 feet.

The mini-warehouse facility measures between 49 feet to 53 feet in height. The building consists of varying rooflines that include parapet walls to screen the rooftop mounted equipment. The exterior of the facility consists of stucco and an aluminum storefront window system. The mini-warehouse will be painted with contrasting colors consisting of blue, orange, gray, and off-white. A waiver of development standards is necessary to increase the height of the mini-warehouse facility up to 53 feet.

The pharmacy measures between 28 feet to 32 feet in height to the top of the parapet walls. A metal, drive-thru canopy measuring up to 23 feet in height is located along the west side of the building. The exterior of the building consists of stucco with an aluminum storefront window system. The pharmacy will be painted with neutral, earth tone colors.

Restaurants A through C measure between 20 feet to 26.5 feet in height. The buildings feature varying rooflines that include parapet walls to the screen rooftop mounted equipment. The exterior of the restaurants consist of stucco, an aluminum storefront window system, decorative metal trellises and canopies.

#### Floor Plans

The plans depict 3 multiple family buildings with the following unit counts: 1) Building A (273 units); 2) Building B (283 units); and 3) Building C (244 units). The multiple family buildings feature units with 1 to 2 bedrooms. Enclosed surface level parking is located on the first floor of each multiple family building. Building B also features a clubhouse including amenities such as a fitness center, club room, business center, covered patio and roof deck, and café. The leasing office, mail room, and pool equipment roof are also located on the first floor of the clubhouse.

The pharmacy consists of open shell space with an area measuring 15,400 square feet. Restaurants A and B each measure 2,600 square feet while restaurant C consists of 2,470 square feet. The mini-warehouse facility consists of 4 floors with a cumulative area of 106,000 square feet. Restaurant C includes an outside dining area measuring 1,200 square feet.

#### Signage

Signage is not a part of this request.

### Applicant's Justification

The applicant is requesting a zone change from H-1 to C-2 for the commercial portion of the property. This request is due to the mini-storage facility which is not a permitted use within the H-1 zoning district. C-2 zoning is less intense than the existing H-1 designation. Therefore, a zone change to C-2 is conforming and; therefore, will not impact the surrounding area. Multiple family residential is ideal for the property and compatible with the surrounding uses and would provide additional housing options needed to address the high influx of new residents moving to the Las Vegas valley. The property is also located within a 5 minute drive to the Las Vegas Strip, providing housing opportunities for employees working on the Strip. The existing multiple family developments throughout the valley are either at or near full capacity. In order to keep up with the demand, additional projects such as this must be developed. Because the proposed multiple family portion of the project will include 800 units, the applicant is also requesting a special use permit for a High Impact Project. Along Las Vegas Boulevard South, high density projects of more than 500 units have been approved over the last several years. Higher density along the western side of Las Vegas Boulevard South is appropriate adjacent to the I-15 and other existing and future dense projects, so long as the lower density is kept on the eastern side of Las Vegas Boulevard South. Additionally, a special use permit is requested to reduce the separation between the on-premises consumption of alcohol for Pad A (69 feet), Pad B (105 feet) and Pad C (84 feet) and the multiple family residential development where 200 feet is required.

This is a typical request for mixed-use developments and has been previously approved for several other locations throughout the Las Vegas Valley, including the Tuscan Highlands multiple family development on Starr Avenue and I-15 and the Lotus Apartments on Spring Mountain and Valley View. Residents of the multiple family development can enjoy dinner and drinks within walking distance of their homes, which is typically a selling point for mixed-use developments. The applicant is requesting a design review for alternative parking lot landscaping and to utilize diamond planters. The majority of the parking spaces are either internal or covered; therefore, not requiring shade from landscaping. Additionally, the perimeter of the project will be heavily landscaped, which will provide added shade for the outside parking spaces and visual relief for the project as a whole. To compensate for the parking lot landscape fingers, the applicant is providing significantly more landscaping and open space than what is required as shown on the open space plan included with the submittal. The proposed building height is less than the maximum height of 100 feet for commercial uses permitted under the H-1 zoning designation. Additionally, there are several buildings in the immediate area that are similar or higher in height. For example, the multiple family development directly to the west is also 1 level of podium parking and 4 levels of residential. The Cancun Resort less than a mile north of the property was approved at 364 feet. Therefore, the requested height increase is appropriate and compatible for the area, and will not negatively impact the surrounding uses. Based on the layout of the site, the applicant believes a reduced number of loading spaces is sufficient and will not create a negative impact to residents and guests. To compensate for the non-standard improvements within the right-of-way request, the applicant will enter into a License and Maintenance Agreement with the County. The reason for the street landscaping waiver is due to the fact that the required detached sidewalk, including the required street landscaping, will not be installed within the boundaries of the site along Las Vegas Boulevard South. However, the future landscape plans show the landscaping within the boundaries of the site. The applicant has provided a smaller landscape buffer between the commercial and multiple family uses. The

intent here is to keep the 2 portions of the project separate for safety purposes while still acting as a mixed-use project. The throat depth waiver is required based on the future right-of-way location of Las Vegas Boulevard South. The applicant has designed the site in such a way to allow for significant on-site queuing with a roundabout located in front of the call box and the entry gates significantly pushed back into the site past the call box. This layout is similar to previously approved multiple family projects within the County in which the throat depth reduction was approved. The applicant has been working with the property owner of the convenience store on an agreement for cross access. However, as of today's date, the convenience store property owner has not agreed to allow cross access. The applicant hopes to obtain approval prior to the commencement of construction.

#### **Prior Land Use Requests**

<b>Application Number</b>	<b>Request</b>	<b>Action</b>	<b>Date</b>
ZC-19-0027	Reclassified a 7.6 acre portion of the project site from R-3 to H-1 zoning for a multiple family residential development; multiple family residential development portion of this application - expired	Approved by BCC	April 2019
VC-0242-00	Allowed outside storage of automobiles	Denied by BCC	April 2000
UC-1244-95	Allowed an apartment complex in an H-1 zone on a portion of this site - expired	Approved by BCC	October 1995
ZC-1243-95	Reclassified a 2.5 acre portion of the site from R-E to R-3 zoning for an apartment	Approved by BCC	September 1995
ZC-1065-94	Reclassified a 15 acre portion of this site from R-E to R-3 zoning for an apartment complex	Approved by BCC	September 1994

#### **Surrounding Land Use**

	<b>Planned Land Use Category</b>	<b>Zoning District</b>	<b>Existing Land Use</b>
North	Entertainment Mixed-Use	C-2 & H-1	Vehicle rental facility & automobile related uses
South	Entertainment Mixed-Use	H-1	Undeveloped
East	Entertainment Mixed-Use	C-2 & H-1	Tavern, convenience store, gasoline station, & multiple family residential
West	Entertainment Mixed-Use	C-2 & R-E	Multiple family condominiums with long/short term lodging & undeveloped

#### **Related Applications**

<b>Application Number</b>	<b>Request</b>
TM-23-500044	A 2 lot mixed-use commercial and residential tentative map consisting of 28.1 acres is a companion item on this agenda.

### **Related Applications**

<b>Application Number</b>	<b>Request</b>
VS-23-0164	A vacation and abandonment of right-of-way is a companion item on this agenda.

### **STANDARDS FOR APPROVAL:**

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

### **Analysis**

#### **Comprehensive Planning**

##### Zone Change

The C-2 zoning district is established to accommodate a full range of commercial uses, or mixed commercial and residential uses, in a manner that can be located to serve the needs of the entire community, yet be buffered from having adverse impacts on any adjacent residential neighborhoods. The conforming zone change request is within the range of intensity allowed by the Master Plan. The proposed C-2 zoning will permit commercial uses serving the proposed multiple family development to the west, in addition to the existing residential development within the immediate area. Staff finds the proposed zoning is consistent and compatible with the existing and approved land uses in the area; therefore, staff recommends approval.

##### 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.

##### Use Permit #1

The use permit for a High Impact Project, to establish a multiple family development at a density of 37.9 units per acre, in conjunction with a commercial development, complies with the goals and policies within the Master Plan. For example, the goal of Policy 6.2.1 is to ensure the design and intensity of a new development is compatible with established neighborhoods and uses in terms of height, scale, and overall mix of uses. In addition, Policy 3.6.2 encourages compact, mixed-use, and transit oriented development, or any combination thereof, in locations that will lessen reliance on automobiles as the primary means of access to necessary services and encourage reduction in vehicle miles traveled. In this development, residents will be able to walk to the restaurant and retail uses, which will reduce automobile dependency. Lastly, the density is appropriate at this location since the site is surrounded by multiple family developments, commercial developments, and undeveloped parcels with a planned land use of Entertainment Mixed-Use. Therefore, staff recommends approval.

##### Use Permit #2

Multiple family residential developments require the approval of a use permit in the H-1 zoning district to permit the use and demonstrate the development is appropriate for the given location. The proposed development complies with Goal 1.1 of the Master Plan that encourages opportunities for diverse housing options to meet the needs of residents of all ages, income levels

and abilities. The project also complies with Policy 1.3.2 that encourages a mix of housing options, both product types and unit sizes, within larger neighborhoods and multiple family developments. Per the Master Plan, multiple family residential uses are encouraged as a supporting use in the Entertainment Mixed-Use category to support the expansion of housing options within close proximity of services, amenities, and jobs. The proposed use complies with several goals and policies of the Master Plan; therefore, staff recommends approval.

#### Use Permit #3

While staff is typically concerned with a significant reduction in separation between on-premises consumption of alcohol establishments to residential uses, the actual distance between the alcohol use and the nearest residential building varies between 147 feet to 197 feet. Furthermore, a 6 foot high block wall will be constructed between the future property line dividing the restaurants and the multiple family development. The proposed use is consistent with the commercial and multiple family development and should not negatively impact the surrounding area. Therefore, staff recommends approval.

#### 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 building height is necessary to accommodate the varying rooflines and architectural intrusions, in addition to screening the mechanical units with parapet walls. The screening for the mechanical units provides an additional architectural enhancement to the buildings. Furthermore, the multiple family buildings immediately to the west of the project site were approved at a height of 63 feet. Therefore, staff recommends approval.

Staff has no objection to the increase in building height for the mini-warehouse facility. The request to increase height is minor in nature and is for only a small portion of the parapet wall measuring 43 feet in length. The increase in building height provides further roofline variation, in addition to screening rooftop mounted equipment. Therefore, staff recommends approval.

#### Waiver of Development Standards #2

Loading spaces are located immediately to the northwest of the pharmacy and to the west of restaurant Pad Site B. Eliminating the required loading spaces should have minimal to no impact on the internal operations of the commercial development. Therefore, staff recommends approval.

#### Waiver of Development Standards #3

The intent of providing cross access is to promote public safety, efficient on-site vehicular circulation, shared parking with adjacent properties, and to minimize curb cuts along streets. Staff typically does not support requests to waive cross access to adjacent properties with similar

land uses and parking requirements. However, staff does not object to this request for the following reasons: 1) The adjacent parcel to the east of the mini-warehouse facility consists of a convenience store with a gasoline station and a tavern with a sufficient number of parking spaces; 2) north/south cross access is provided throughout the entirety of the commercial development along the east portion of the site; and 3) it is impossible to determine if the future land use of the adjacent parcels to the south will consist of similar or consistent levels of intensity and similar parking. Therefore, staff recommends approval of this request.

#### Waiver of Development Standards #4

In lieu of the required landscaping adjacent to a less intensive use, consisting of 1 large, 24 inch box Evergreen tree planted 20 feet on center within a 5.5 foot wide landscape area, an alternative landscape configuration is proposed along the future west property line of the commercial development. The proposed landscape area measures between 5 feet in width, at the northwest corner of the site, to 15 feet in width at the southwest corner of the development. However, when the landscape areas between the future east and west property lines of the multiple family and commercial developments are combined, the width of the landscape area measures between 5 feet to 25 feet in width. A combination of small, medium, and large trees, planted between 30 feet to 35 feet on center, are proposed within the landscape area. Staff finds the proposed landscaping provides an alternative that meets the intent of Code, but also provides a design that enhances and improves the aesthetics of the project site; therefore, staff recommends approval of this request.

#### Waiver of Development Standards #5

Staff can support the request to eliminate the required street landscaping as required along Las Vegas Boulevard South. The applicant has provided a landscape area measuring 40 feet in width within the right-of-way of Las Vegas Boulevard South, consisting of 24 inch box trees, shrubs, and groundcover. However, since the landscaping is located within the public right-of-way, and not within the boundaries of the project site, the waiver to eliminate landscaping is required. Approximately 15 feet to 23 feet of landscaping is located between the commercial buildings and the eastern property line, located along Las Vegas Boulevard South. In the event additional right-of-way is needed in the future, the required street landscaping and detached sidewalk can be constructed within the boundaries of the project site; therefore, staff recommends approval.

#### Design Review #1

Staff finds the proposed alternative parking lot landscaping, including the distribution of the trees and landscape finger islands, is appropriate for the commercial and multiple family development. The site requires 166 trees for the interior parking lot area where the site has been designed to include an additional 29 trees (195 trees overall) that will be distributed throughout the interior of the development. Staff finds the proposed landscaping will reduce the “heat island” effect and improve the aesthetics of the project site and the surrounding area. Therefore, staff recommends approval of this request.

#### Design Reviews #2 through #4

The design of the proposed restaurant, pharmacy, and mini-warehouse buildings feature variations in building height contributing to breaking-up the mass of the commercial buildings. Staff finds the commercial buildings comply with the Master Plan, which encourages varying

building heights and breaking-up the mass of the buildings. The proposed landscaping also complies with the Master Plan, which encourages perimeter and interior parking lot trees for shade and visual relief. Height, color, and material variations have been incorporated into the design of the buildings, and the proposed development is compatible with the proposed multiple family residential use to the west and the surrounding land uses within the area. Furthermore, the project site is a cohesive and unified development with cross access between the commercial pad sites and pedestrian access between the commercial and multiple family development. Therefore, staff recommends approval.

#### Design Review #5

Staff finds the proposed multiple family residential development complies with several goals and policies within the Master Plan. Policy 6.2.1 encourages the design and intensity of new developments to be compatible with established neighborhoods and uses in terms of its height, scale, and overall mix of uses. The proposed development is consistent and compatible with the multiple family development to the south and the previously approved commercial development to the east. Policy 6.2.2 encourages the use of sustainable site design and development practices in new construction projects. The landscape plan for the site has been designed to incorporate multiple species of recommended trees, shrubs, and groundcover from the Southern Nevada Water Authority Regional Plant List. Furthermore, the buildings include off-set surface planes, an aesthetically pleasing color palette, and parapet walls along the roofline at various heights; therefore, staff can support this request.

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

##### Waiver of Development Standards #6

Staff can support the reduction of throat depth from the future right-of-way of Las Vegas Boulevard South. The applicant provided additional landscape buffers adjacent to both entrances into the site. The buffers improve the visibility of traffic trying to access the site, allowing vehicles to safely exit the right-of-way.

##### Waiver of Development Standards #7

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 #7 but the applicant must execute and sign a License and Maintenance Agreement for any non-standard improvements within the right-of-way.

#### Design Review #6

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

#### **Department of Aviation**

The property lies just outside the AE-60 (60-65 DNL) noise contour for the Harry Reid International Airport and is subject to continuing aircraft noise and over-flights. Future demand for air travel and airport operations is expected to increase significantly. Clark County intends to

continue to upgrade the Harry Reid International Airport facilities to meet future air traffic demand.

### **Staff Recommendation**

Approval.

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

### **PRELIMINARY STAFF CONDITIONS:**

#### **Comprehensive Planning**

- No Resolution of Intent and staff to prepare an ordinance to adopt the zoning;
- Prior to the issuance of building and grading permits, or subdivision mapping, mitigate the impacts of the project including, but not limited to, issues identified by the technical reports and studies, and issues identified by the Board of County Commissioners or commit to mitigating the impacts of the project by entering into a Development Agreement with Clark County;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that approval of this application does not constitute or imply approval of a liquor or gaming license or any other County issued permit, license or approval; the installation and use of cooling systems that consumptively use water will be prohibited; the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that the use permits, waivers of development standards, and design reviews must commence within 4 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;
- Right-of-way dedication to include 45 feet to the back of curb for Pebble Road and Las Vegas Boulevard South per the approved Record of Survey;
- 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; and that the installation of detached sidewalks will require dedication to back of curb and the vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control or execute a License and Maintenance Agreement for non-standard improvements in the right-of-way.

**Department of Aviation**

- Applicant is advised that issuing a stand-alone noise disclosure statement to the purchaser or renter of each residential unit in the proposed development and to forward the completed and recorded noise disclosure statements to the Department of Aviation's Noise Office is strongly encouraged; that the Federal Aviation Administration will no longer approve remedial noise mitigation measures for incompatible development impacted by aircraft operations which was constructed after October 1, 1998; and that funds will not be available in the future should the residents wish to have their buildings purchased or soundproofed.

**Fire Prevention Bureau**

- Applicant is advised to submit plans for review and approval prior to installing any gates, speed humps (speed bumps not allowed), and any other Fire Apparatus Access Roadway obstructions.

**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 #0443-2021 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

**TAB/CAC:** Enterprise - approval (design review as a public hearing for lighting and signage; and provide cross access to the lots to the south if compatible commercial uses are constructed).

**APPROVALS:**

**PROTESTS:**

**APPLICANT:** JAT LAND DEVELOPMENT, LLC

**CONTACT:** PARKER SIECK, 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

Nancy A. Amundsen, Director

## NOTICE OF FINAL ACTION

June 20, 2023

PARKER SIECK  
1980 FESTIVAL PLAZA DRIVE, SUITE 650  
LAS VEGAS, NV 89135

REFERENCE: ZC-23-0163

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

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of **June 07, 2023**. The final decision along with any conditions are listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

### **APPROVED.**

#### **CONDITIONS OF APPROVAL - Comprehensive Planning**

- **No Resolution of Intent and staff to prepare an ordinance to adopt the zoning;**
- **Prior to the issuance of building and grading permits, or subdivision mapping, mitigate the impacts of the project including, but not limited to, issues identified by the technical reports and studies, and issues identified by the Board of County Commissioners or commit to mitigating the impacts of the project by entering into a Development Agreement with Clark County;**
- **Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.**
- **Applicant is advised that approval of this application does not constitute or imply approval of a liquor or gaming license or any other County issued permit, license or approval; the installation and use of cooling systems that consumptively use water will be prohibited; the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that the use permits, waivers of development standards, and design reviews must commence within 4 years of approval date or they will expire.**

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

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

Nancy A. Amundsen, 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;
- Right-of-way dedication to include 45 feet to the back of curb for Pebble Road and Las Vegas Boulevard South per the approved Record of Survey;
- 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; and that the installation of detached sidewalks will require dedication to back of curb and the vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control or execute a License and Maintenance Agreement for non-standard improvements in the right-of-way.

## Department of Aviation

- Applicant is advised that issuing a stand-alone noise disclosure statement to the purchaser or renter of each residential unit in the proposed development and to forward the completed and recorded noise disclosure statements to the Department of Aviation's Noise Office is strongly encouraged; that the Federal Aviation Administration will no longer approve remedial noise mitigation measures for incompatible development impacted by aircraft operations which was constructed after October 1, 1998; and that funds will not be available in the future should the residents wish to have their buildings purchased or soundproofed.

## Fire Prevention Bureau

- Applicant is advised to submit plans for review and approval prior to installing any gates, speed humps (speed bumps not allowed), and any other Fire Apparatus Access Roadway obstructions.

## 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 #0443-2021 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

## BOARD OF COUNTY COMMISSIONERS

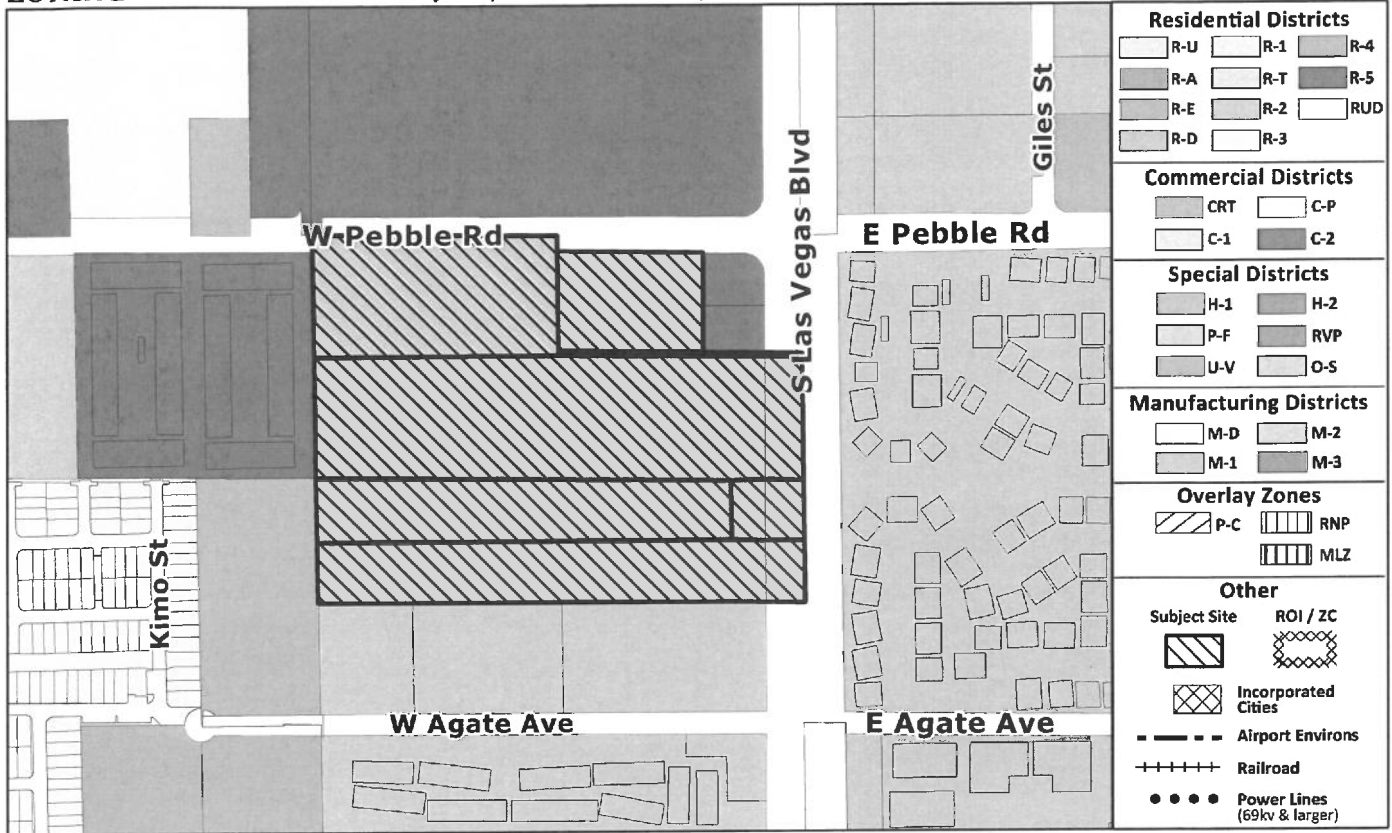
JAMES B. GIBSON, Chair • JUSTIN C. JONES, Vice Chair  
MICHAEL NAFT • MARILYN KIRKPATRICK • TUCK SEGERBLOM • ROSS MILLER • WILLIAM MCCURDY II  
KEVIN SCHILLER, County Manager

# Commission Agenda Map

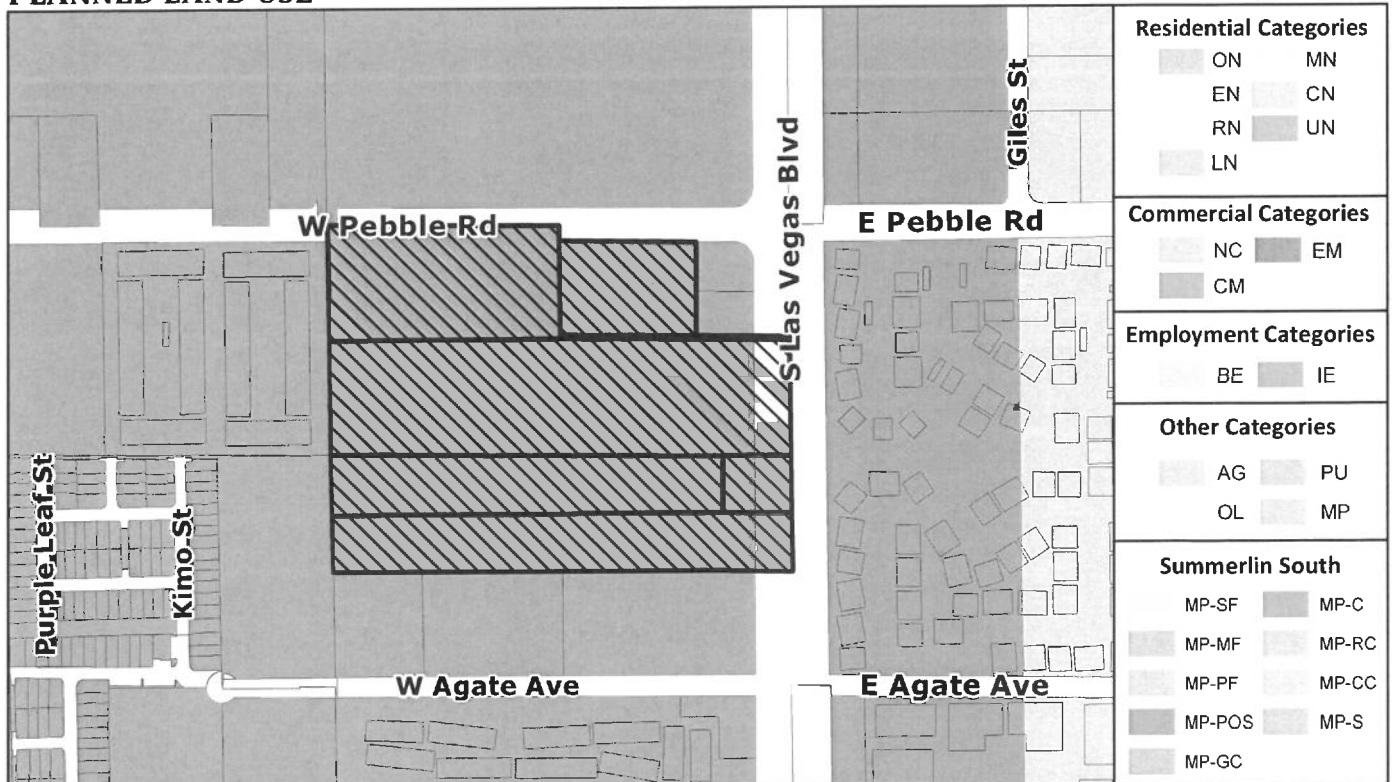
ZC-23-0163

## 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)

17720501008

17720501015

17720501014

See complete list on file



0 125 250 500 Feet  
Map Created on 4/6/2023

