

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

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

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**Recommendation:** ORD-25-900221: Introduce an ordinance to consider adoption of a Development Agreement with Gragson Family Management Trust ETAL & Torres Robert TRS & G K Acquisitions LLC ETAL & Micone Michael A Trust for a multi-family development on 7.82 acres, generally located north of Maule Avenue and east of Gagnier Boulevard within Spring Valley. MN/dw (For possible action)

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**FISCAL IMPACT:**

None by this action.

**BACKGROUND:**

The Board of County Commissioners (Board) approved a land use application WS-24-0582 for a multi-family development on 7.82 acres, generally located north of Maule Avenue and east of Gagnier Boulevard within Spring Valley. Conditions of approval included the developer and/or owner entering into a Development Agreement prior to any permits being issued in order to provide their fair-share contribution towards public infrastructure necessary to provide service in the southwest portion of the Las Vegas Valley.

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

Staff recommends the Board set a public hearing for August 6, 2025.

**Cleared For Agenda**  
07/16/25

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

SUMMARY - An ordinance to adopt the Development Agreement with Gragson Family Management Trust ETAL & Torres Robert TRS & G K Acquisitions LLC ETAL & Micone Michael A Trust for a multi-family development on 7.82 acres, generally located north of Maule Avenue and east of Gagnier Boulevard within Spring Valley.

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

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH GRAGSON FAMILY MANAGEMENT TRUST ETAL & TORRES ROBERT TRS & G K ACQUISITIONS LLC ETAL & MICONE MICHAEL A TRUST FOR A MULTI-FAMILY DEVELOPMENT ON 7.82 ACRES, GENERALLY LOCATED NORTH OF MAULE AVENUE AND EAST OF GAGNIER BOULEVARD WITHIN SPRING VALLEY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

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

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.06 of the Clark County Code, the Development Agreement with Gragson Family Management Trust ETAL & Torres Robert TRS & G K Acquisitions LLC ETAL & Micone Michael A Trust for a multi-family development on 7.82 acres, generally located north of Maule Avenue and east of Gagnier Boulevard within Spring Valley, is hereby adopted.

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

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

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

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

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

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

VOTE:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
ABSTAINING:

\_\_\_\_\_  
\_\_\_\_\_  
ABSENT:

\_\_\_\_\_  
\_\_\_\_\_  
BOARD OF COUNTY COMMISSIONERS  
CLARK COUNTY, NEVADA

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

ATTEST:

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

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

APN(s): 176-04-201-011, -012, -022  
Please Return to: Sami Real  
Comprehensive Planning Department  
1<sup>st</sup> Floor, Clark County Government Center  
500 South Grand Central Parkway  
Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK

AND

**GRAGSON FAMILY MANAGEMENT TRUST ETAL & TORRES ROBERT TRS &  
G K ACQUISITIONS LLC ETAL & MICONE MICHAEL A TRUST**

FOR

**GAGNIER & MAULE**

**ORD-25-900221**

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into by and between the *County of Clark, State of Nevada* (hereinafter referred to as the "County") and **GRAGSON FAMILY MANAGEMENT TRUST ETAL & TORRES ROBERT TRS & G K ACQUISITIONS LLC ETAL & MICONE MICHAEL A TRUST** the Owners of the real property described on Exhibit "A" attached hereto (hereinafter referred to as the "Owner") and incorporated herein by reference.

### SECTION 1 – DEFINITIONS

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

- (a) "Agreement" has the meaning assigned to it in the first paragraph hereof. Agreement at any given time includes all addenda and exhibits incorporated by reference and all amendments, which have become effective as of such time.
- (b) "Applicable Rules" means the specific code, ordinances, rules, regulations and official policies of the County as adopted and in force at the time of permit issuance or map recordation and as amended from time to time, regarding planning, zoning, subdivisions, timing and phasing of development, permitted uses of the Subject Property, density, design, and improvement standards and specifications applicable to the Project, including the Public Facilities Needs Assessment Report, and the fees incorporated herein, except that:
  - (1) The fees required in the County Code specifically for the Major Projects shall *not* apply to the Project, unless and until the parties agree that the development of the Project will be processed as a Major Project;  
and
  - (2) The zoning established by the Concurrent Approvals will not be amended or modified during the term of this Agreement without Owner's prior written approval.
- (c) "Best Efforts" means, in the case of any contingent obligation of County or Owner, that the party so obligated will make a good faith effort to accomplish the stated goal, task, project or promised performance, provided such term does not imply a legal obligation to take any specific action if:
  - (i) In the case of a County obligation, such action would, in the reasoned opinion of the County Commission, be imprudent given competing public needs and projects; or
  - (ii) In the case of an Owner obligation, such action would, in the reasoned opinion of the Owner, be commercially unreasonable.

In either case, upon request, the responsible party shall give written notice to the other party that it has considered such contingent obligation and the reason for its decision not to perform.

- (d) "Builder" means any person or entity, which constructs final improvements (other than off-site improvements or infrastructure) with respect to a subdivision or parcel of the Subject Property.
- (e) "Code" means the Clark County Code, including all rules, regulations, standards, criteria, manuals and other references adopted herein.
- (f) "Concurrent Approvals" means the zoning, land use or map approvals and authorizations, relating to the Subject Property, together with the applicable conditions, as granted by the County Commission, including without limitation those approvals and conditions of

approval per **WS-24-0582**, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit “C” and incorporated herein by this reference.

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

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

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

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

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

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

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

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

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



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

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

## **SECTION 4 – PUBLIC FACILITIES**

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

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

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

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

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

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

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

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

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

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

## **SECTION 5 – REVIEW AND DEFAULT**

- 5.01 Frequency of Reviews. As required by NRS §278.0205 and the Development Agreement Ordinance, at least once every twenty-four (24) months during the Term of this Agreement, Owner shall provide and County shall review in good faith a report submitted by Owner documenting the extent of Owner's and County's material compliance with the terms of this Agreement during the preceding twenty-four (24) months. If at the time of review an issue not previously identified in writing is required to be addressed, the review, at the request of either party, shall be continued to afford sufficient time for response.
- 5.02 Opportunity to be Heard. County and Owner shall be permitted an opportunity to be heard orally and in writing before the County Commission regarding their performance under this Agreement in the manner set forth in Development Agreement Ordinance.
- 5.03 Procedures in the Event of Noncompliance. In the event of any noncompliance with any provision of this Agreement, the party alleging such noncompliance shall deliver to the other in writing a courtesy notice, not less than thirty (30) calendar days prior to declaring a default under this Agreement. The time of notice shall be measured from the date of post mark which may be sent by regular mail.

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

(a) County Procedures

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

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

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

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

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

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

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

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

## **SECTION 6 – CONFLICTING LAWS**

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

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

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

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

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

## **SECTION 7 – GENERAL PROVISIONS**

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

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

7.03 Assignment.

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

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

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

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

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

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

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

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

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

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

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

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

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

*[signatures appear on following page]*



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

**COUNTY:**

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

Attest:

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

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

OWNER:

ROBERT M. TORRES  
PRINT OWNER NAME

ENTITY NAME:

GK ACQUISITIONS, LLC  
PRINT ENTITY NAME

By:

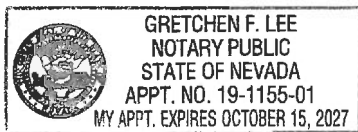
[Signature]  
Owner Signature

**ACKNOWLEDGMENT:**

STATE OF NEVADA           )  
  )ss:  
COUNTY OF CLARK        )

This instrument was acknowledged before me on the 20<sup>th</sup> day of April, 2020

by Robert M. Torres  
(Printed Name of Document Signer)



NOTARY PUBLIC

[Signature]  
Signature

OWNER:

ROBERT M. TORRES  
PRINT OWNER NAME

ENTITY NAME:

GRAGSON FAMILY MANAGEMENT TRUST  
PRINT ENTITY NAME

By:

[Signature]  
Owner Signature

**ACKNOWLEDGMENT:**

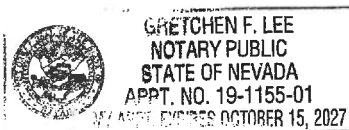
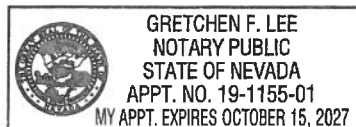
STATE OF NEVADA            )  
  )ss:  
COUNTY OF CLARK         )

This instrument was acknowledged before me on the 27<sup>th</sup> day of April, 2025

by Robert M. Torres  
(Printed Name of Document Signer)

NOTARY PUBLIC

[Signature]  
Signature



OWNER:

Michael A Micone  
PRINT OWNER NAME

ENTITY NAME:

Michael A. Micone Trust  
PRINT ENTITY NAME

By: Michael A Micone  
Owner Signature

**ACKNOWLEDGMENT:**

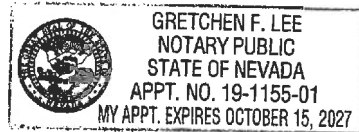
STATE OF NEVADA       )  
                                  )ss:  
COUNTY OF CLARK     )

This instrument was acknowledged before me on the 6<sup>th</sup> day of MAY, 2020,

by Michael A. Micone  
(Printed Name of Document Signer)

NOTARY PUBLIC

Gretchen F Lee  
Signature



**OWNER:**

ROBB RICHARDSON

PRINT OWNER NAME

**ENTITY NAME:**

N/A

PRINT ENTITY NAME

By:



Owner Signature

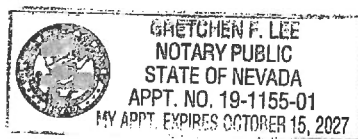
**ACKNOWLEDGMENT:**

STATE OF NEVADA           )  
  )ss:  
COUNTY OF CLARK        )

This instrument was acknowledged before me on the 30 day of April, 2020.

by Robb Richardson  
(Printed Name of Document Signer)

**NOTARY PUBLIC**

  
Signature

**OWNER:**

KRISTIN RICHARDSON

PRINT OWNER NAME

**ENTITY NAME:**

N/A

PRINT ENTITY NAME

By:

Kristin Richardson

Owner Signature

**ACKNOWLEDGMENT:**

STATE OF NEVADA

)

)ss:

COUNTY OF CLARK

)

This instrument was acknowledged before me on the 30 day of April, 2020.

by

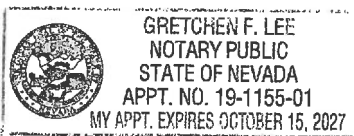
Kristin Richardson

(Printed Name of Document Signer)

NOTARY PUBLIC

Gretchen F. Lee

Signature



OWNER:

Charles Wallace  
PRINT OWNER NAME

ENTITY NAME:

ALAN J. ARNOLD 1995 LIVING TRUST  
PRINT ENTITY NAME

By: [Signature]

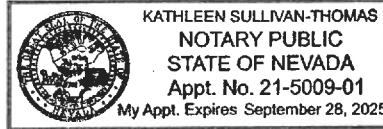
Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA )

)SS:

COUNTY OF CLARK )



This instrument was acknowledged before me on the 15<sup>th</sup> day of May, 2025,

by Charles Wallace  
(Printed Name of Document Signer)

NOTARY PUBLIC

[Signature]  
Signature

**OWNER:**

HENRY AND CHARLOTTE BESUDEN  
PRINT OWNER NAME

By:   
Owner Signature

**ENTITY NAME:**

HENRY W. AND CHARLOTTE N. BESUDEN REVOCABLE  
PRINT ENTITY NAME TRUST

**ACKNOWLEDGMENT:**

STATE OF ~~NEVADA~~ <sup>California</sup> )  
COUNTY OF ~~CLARK~~ <sup>San Diego</sup> ) ss:

This instrument was acknowledged before me on the 20 day of May, 2025,  
by HENRY BESUDEN & CHARLOTTE BESUDEN  
(Printed Name of Document Signer)

NOTARY PUBLIC

  
Signature



## ACKNOWLEDGMENT

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


State of California  
County of San Diego )

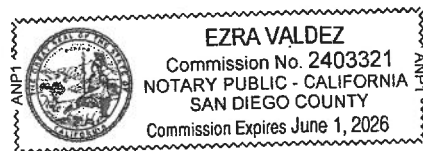
On May 20, 2025 before me, Ezra Valdez, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**Exhibit “A”  
Legal Description**

**(see next page for attachment)**

**EXHIBIT A  
LEGAL DESCRIPTION**

**APN: 176-04-201-011**

BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4 TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LOT 1 OF THAT CERTAIN CERTIFICATE OF LAND DIVISION NO. LD 26-82, RECORDED MARCH 24, 1982 IN BOOK 1540 AS DOCUMENT NO. 1499234, OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION OF PAMALYN AVENUE VACATED BY THAT CERTAIN ORDER OF VACATION RECORDED MARCH 31, 2020 AS INSTRUMENT NO. 20200331-0002164, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, THAT WOULD PASS BY OPERATION OF LAW.

**APN: 176-04-201-012**

BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

LOT 2 OF THAT CERTAIN CERTIFICATE OF LAND DIVISION NO. LD 26-82, RECORDED MARCH 24, 1982 IN BOOK 1540 AS DOCUMENT NO. 1499234, OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION OF MAULE AVENUE VACATED BY THAT CERTAIN ORDER OF VACATION RECORDED MARCH 31, 2020 AS INSTRUMENT NO. 20200331-0002164, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, THAT WOULD PASS BY OPERATION OF LAW.

**APN: 176-04-201-022**

BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

PARCEL 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 125 PAGE 84 OF PARCEL MAPS, RECORDED APRIL 10, 2020, IN BOOK 20200410, AS INSTRUMENT NO. 0000854, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

CONTAINS 7.82 ACRES MORE OR LESS.

**Exhibit “B”**  
**Development Agreement Owner Correspondence**

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

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

**Address all Correspondence as follows:**

**Owner**

Robb & Kristin Richardson  
\_\_\_\_\_  
3010 Traverse Creek Ln  
\_\_\_\_\_  
Las Vegas, NV 89135  
\_\_\_\_\_

**Applicant/Correspondent**

NRP Group LLC  
\_\_\_\_\_  
1228 Euclid Avenue  
\_\_\_\_\_  
Cleveland, OH 44115  
\_\_\_\_\_

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

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

**Address all Correspondence as follows:**

**Owner**

Alan J. Arnold 1995 Living Trust

1824 Glenview Dr

Las Vegas, NV 89134

**Applicant/Correspondent**

NRP Group LLC

1228 Euclid Avenue

Cleveland, OH 44115

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

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

**Address all Correspondence as follows:**

**Owner**

Henry W. And Charlotte N. Besuden Revocable Trust  
5054 Scenic Ridge Dr  
Las Vegas, NV 89148

**Applicant/Correspondent**

NRP Group LLC  
1228 Euclid Avenue  
Cleveland, OH 44115

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

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

**Address all Correspondence as follows:**

**Owner**

Michael A Micone Trust

2820 W Moana Ln

Reno, NV 89509

**Applicant/Correspondent**

NRP Group LLC

1228 Euclid Avenue

Cleveland, OH 44115



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

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

**Address all Correspondence as follows:**

**Owner**

GRAGSON FAMILY MANAGEMENT TRUST ET AL & TORRES ROBERT TRS  
11665 SUMMIT CLUB DR # 206  
Las Vegas, NV 89135

**Applicant/Correspondent**

NRP Group LLC  
1228 Euclid Avenue  
Cleveland, OH 44115

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

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

**Address all Correspondence as follows:**

**Owner**

G K ACQUISITIONS LLC ETAL & MICONE MICHAEL A TRUST  
1980 FESTIVAL PLAZA DR # 200  
Las Vegas, NV 89135

**Applicant/Correspondent**

NRP Group LLC  
1228 Euclid Avenue  
Cleveland, OH 44115

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

**(see next page for attachments)**

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

**WS-24-0582-GRAGSON FAMILY MANAGEMENT TRUST ETAL & GRAGSON JILL TRS:**

**AMENDED WAIVERS OF DEVELOPMENT STANDARDS** for the following: 1) increase retaining wall height (no longer needed); and 2) modify driveway design standards.

**DESIGN REVIEW** for a multi-family development on 7.82 acres in an RM50 (Residential Multi-Family 50) Zone.

Generally located on the northeast corner of Gagnier Boulevard and Maule Avenue within Spring Valley. MN/rr/kh (For possible action)

---

RELATED INFORMATION:

**APN:**

176-04-201-011; 176-04-201-012; 176-04-201-022

**WAIVERS OF DEVELOPMENT STANDARDS:**

1. Increase retaining wall height to 3.5 feet where 3 feet is the maximum height per Section 30.04.03C (a 16.7% increase) (no longer needed).
2.
  - a. Reduce throat depth to 19 feet along Gagnier Boulevard where 150 feet is required per Uniform Standard Drawing 222.1 (an 87.3% reduction).
  - b. Reduce throat depth to 117 feet along Maule Avenue where 150 feet is required per Uniform Standard Drawing 222.1 (a 22% reduction).
  - c. Reduce throat depth to 36 feet along Agilysys Way where 150 feet is required per Uniform Standard Drawing 222.1 (a 76% reduction).

**LAND USE PLAN:**

SPRING VALLEY - URBAN NEIGHBORHOOD (GREATER THAN 18 DU/AC)

**BACKGROUND:**

**Project Description**

**General Summary**

- Site Address: N/A
- Site Acreage: 7.82
- Project Type: Multi-family residential
- Number of Units: 390
- Density (du/ac): 49.9
- Number of Stories: 4
- Building Height (feet): 55
- Square Feet: 677,972
- Open Space Required/Provided: 39,000/42,674

- Parking Required/Provided: 601/604
- Sustainability Required/Provided: 5/5

### Site Plan

The plan depicts a multi-family development located on a 7.82 acre site. The project consists of a single 677,972 square foot 4 story multi-family building with 390 apartment units with a density of 49.9 dwelling units per acre. The building is proposed to wrap around a 4 level parking garage. The building is set back a minimum of 33 feet from Gagnier Boulevard, 24.5 feet from Maule Avenue, and 42 feet from Agilysys Way. The building is also set back a minimum of 49.5 feet from the northern property line. The building features 2 open courtyards connected by a covered patio which provide a portion of the open space for the project. The northern courtyard will feature a 2,340 square foot outdoor pool with seating and lounging areas. The southern courtyard will feature outdoor dining and lounging areas for the residents. Finally, an open space area is proposed on the east side of the building which includes a dog park surrounded by a 6 foot high tubular steel fence and pedestrian gate, an outdoor grill, gaming areas, and seating.

Vehicular access into the site is from 3 driveways on the surrounding streets including Gagnier Boulevard, Maule Avenue, and Agilysys Way. The driveway from Maule Avenue provides direct access into the south side of the parking garage. The driveways from Gagnier Boulevard and Agilysys Way provide access to the north side of the garage as well as surface parking spaces adjacent to the north building entrance and along the east side of the property. Within the garage there are 18 EV-installed and 151 EV-capable parking spaces proposed. The parking garage also features a storage area for 39 bicycles. A trash servicing area is located next to the northern garage entrance.

Pedestrian access is provided at several locations on all sides of the building. An entry plaza with concrete walkways is provided on the north side of the building entrance. A gate secure access point for pedestrians is provided near the northwest corner of the building along Gagnier Boulevard. Other building entrances which connect to the public sidewalk are found further south along Gagnier Boulevard, along the south side of the building adjacent to Maule Avenue, and along the east side adjacent to Agilysys Way. Individual first floor units along Gagnier Boulevard as well as several units along Maule Avenue are proposed to have walkway connections to the public sidewalk. First floor units located along the east side of the building are proposed to feature private fenced yards with 3 foot 6 inch high tubular steel fencing with pedestrian gates.

### Landscaping

The plans depict proposed street landscaping along Gagnier Boulevard, Maule Avenue, and Agilysys Way consisting of a 5 foot wide detached sidewalk, with 2, 5 foot wide landscape strips on each side of the sidewalk. The landscape area includes a 15 foot wide pedestrian realm that is proposed to include 1 bench and 1 waste receptacle along each street frontage. The street landscaping consists of 3 species of medium trees spaced 20 feet on center and generally staggered on each side of the sidewalk except where the site visibility zone prevents their planting, along with 5 species shrubs. Each tree is proposed to have a 2.5 inch caliper at the time of planting, and all species chosen are projected to have a height of 25 feet to 30 feet and a

canopy of 368 square feet to 530 square feet at maturity. A total of 83 medium street trees and 249 shrubs are required and provided.

Parking lot landscaping consists of 4 species of medium trees each proposed to have a 2.5 inch caliper at the time of planting, with heights of 25 feet to 30 feet and canopies of 236 square feet to 530 square feet at maturity. Nine parking lot trees are required within the surface parking areas and 10 trees are provided. Nine additional trees are provided on site as well. All proposed trees and shrubs are low-water use species.

#### Elevations

The plans depict a 4 story building with a maximum height of 55 feet above ground level. The plans also depict the interior courtyard elevations of the building. The building consists of varying roof lines that include parapet walls of different heights, wall plane recesses, varying window sizes, canopies over entrances, and decorative lighting. The exterior of the buildings consists of four different colors of painted stucco finishes. Apartments on the second, third, and fourth floors are proposed to feature balconies while many of the first floor apartments feature fenced yards and covered patio areas.

A building entrance with double glass doors is provided on the north side of the building and features a canopy, decorative lighting, and architectural columns. Residential building and courtyard access as well as an entrance to the stair access is provided on the west elevation with canopies over the entrances and decorative lighting. Three residential building entrances are located along the south elevation which include decorative lighting. One entrance adjacent to the garage access also has roofed structure. The east elevation provides an entrance to the stair access with decorative lighting.

#### Floor Plans

The plans depict 390 multi-family residential units with 213, 1 bedroom, 151, 2 bedroom, and 26, 3 bedroom units. The 1 bedroom units are proposed to range from 664 to 903 square feet. The 2 bedroom units are proposed to range from 1,062 to 1,338 square feet. The 3 bedroom units are proposed to range from 1,298 to 1,541 square feet. Most first floor units will feature a patio, while most second through fourth floor units will feature a balcony. The first floor main entrance on the north side of the building leads into an indoor amenity area which will include a business center, a social gathering area, and a clubhouse with a gym.

#### Applicant's Justification

The applicant states that the proposed multi-family development is appropriate and compatible with the surrounding area due to the proximity to developed commercial uses including the Durango Station resort-hotel, office uses and developing mixed-use areas including UnCommons. The intensity and density of the proposed multi-family development is also appropriate for the area.

The applicant states that the waiver requested to increase the retaining wall height along the northwest portion of the site from 3 feet to 3.5 feet is a slight increase and will not negatively impact the site or surrounding property. The applicant also states that the waiver to reduce the throat depth for each driveway the surrounding streets will not negatively impact the site. The

applicant further states that residents and guests will be able to access the site from 3 different access points which will reduce the traffic in each area and mitigate the concern for stacking in the right-of-way.

#### Prior Land Use Requests

| Application Number | Request  | Action          | Date           |
|--------------------|--|-----------------|----------------|
| SC-24-0261         | Street name change to change the name of Gagnier Boulevard to Signature Boulevard between Badura Avenue and Roy Horn Way | Approved by BCC | November 2024  |
| SC-21-0619         | Street name change from Narrative Way to Agilysys Way  | Approved by PC  | December 2021  |
| SC-19-0538         | Street name change from Tomsik Street to Narrative Way   | Approved by PC  | September 2019 |
| VS-19-0253         | Vacated and abandoned portions of right-of-way being Pamalyn Avenue and Maule Avenue                                     | Approved by BCC | May 2019       |
| WS-19-0254         | Off-site improvements along Maule Avenue   | Approved by BCC | May 2019       |
| ZC-18-0681         | Reclassified APN 176-04-201-022 from R-E to M-D zoning   | Approved by BCC | October 2018   |

#### Surrounding Land Use

|       | Planned Land Use Category | Zoning District (Overlay) | Existing Land Use                       |
|-------|---------------------------|---------------------------|---|
| North | Business Employment       | CG & IP                   | Undeveloped & office building           |
| South | Business Employment       | CP                        | Approved office building per ZC-23-0435 |
| East  | Business Employment       | IP                        | Office building                         |
| West  | Business Employment       | CC                        | Mixed-use development (UnCommons)       |

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

#### Related Applications

| Application Number | Request   |
|--------------------|---|
| PA-24-700029       | Plan amendment to redesignate the existing land use category from Business Employment (BE) to Urban Neighborhood (UN) is a companion item on this agenda.   |
| ZC-24-0581         | A zone change to reclassify the site from RS20 and IP to RM50 is a companion item on this agenda.   |
| VS-24-0583         | A vacation and abandonment for government patent easements, streetlight and traffic control easements, and portions of right-of-way being Gagnier Boulevard, Maule Avenue, and Agilysys Way is a companion item on this agenda. |

## **STANDARDS FOR APPROVAL:**

The applicant shall demonstrate that the proposed request is consistent with the Master Plan and is in compliance with Title 30.

### **Analysis**

#### **Comprehensive Planning**

##### Waivers of Development Standards

The applicant shall have the burden of proof to establish that the proposed request is appropriate for its proposed location by showing the following: 1) the use(s) of the area adjacent to the subject property will not be affected in a substantially adverse manner; 2) the proposal will not materially affect the health and safety of persons residing in, working in, or visiting the immediate vicinity, and will not be materially detrimental to the public welfare; and 3) the proposal will be adequately served by, and will not create an undue burden on, any public improvements, facilities, or services.

##### Waiver of Development Standards #1

No longer needed.

##### Design Review

Development of the subject property is reviewed to determine if 1) it is compatible with adjacent development and is harmonious and compatible with development in the area; 2) the elevations, design characteristics and others architectural and aesthetic features are not unsightly or undesirable in appearance; and 3) site access and circulation do not negatively impact adjacent roadways or neighborhood traffic.

The overall design of the building incorporates the 4 sided architectural standards. The building facades are articulated through the use of balconies, shade elements, covered entrances, and a variable roofline with a vertical elevation change of at least 2 feet for every 50 feet. The design provides 1 main building entrance with a roofed structure next to the garage entrance which faces Maule Avenue. There are additional pedestrian entrances with canopies on Gagnier Boulevard and Agilysys Way as well as on the north side of the building which all directly link to the public sidewalk along the surrounding streets providing connectivity. Decorative lighting is proposed at all building entrances. Open space is provided in accordance with the design standards and includes an outdoor pool, dog park, and other active and passive recreation areas.

Two through-access drives are provided which connect Gagnier Boulevard with Agilysys Way as well as the parking garage. The parking garage is surrounded by the apartment building and is therefore, not visible from the streets except for the entrance facing Maule Avenue.

Staff finds the proposed multi-family residential development complies with Master Plan Policy 6.2.1 which encourages the design and intensity of new development to be compatible with established neighborhoods and uses in terms of its height, scale, and overall mix use uses. The proposed development is consistent and compatible with the multi-family development to the west. Therefore, staff can support this request.



## **Public Works - Development Review**

### **Waiver of Development Standards #2**

Staff has no objection to the reduced throat depths for the commercial driveways on Gagnier Boulevard, Maule Avenue and Agilysys Way. The 3 driveways should see equal use, mitigating potential impacts from the reduced throat depths.

## **Department of Aviation**

APN 176-04-201-022 is subject to certain deed restrictions which prohibit uses incompatible with airport operations including those presented in this land use application from being developed. Applicant must contact the Clark County Department of Real Property Management to apply for a Deed Restriction Modification to amend existing deed restrictions which prohibit said use. Permits will not be issued and maps will not be recorded until all required fees associated with the amended deed restrictions, which would permit currently prohibited uses included in this application, have been paid and the new CC&Rs are recorded. If applicant fails to pay the required deed modification fees and record the new CC&Rs, then permits for uses prohibited by existing recorded deed restrictions must not be issued and mapping of uses prohibited by existing recorded deed restrictions must not be recorded.

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

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

**PLANNING COMMISSION ACTION:** December 3, 2024 – APPROVED – Vote: Unanimous

### **Comprehensive Planning**

- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;
- Certificate of Occupancy and/or business license shall not be issued without approval of a Certificate of Compliance.
- Applicant is advised within 2 years from the approval date the application must commence or the application will expire unless extended with approval of an extension of time; 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; changes to the approved project will require a new land use application; and

the applicant is solely responsible for ensuring compliance with all conditions and deadlines.

**Public Works - Development Review**

- Drainage study and compliance;
- Traffic study and compliance;
- Full off-site improvements;
- The installation of detached sidewalks will require the vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control devices.

**Department of Aviation**

- Compliance with most recent recorded airport-related deed restrictions for APN 176-04-201-022.
- 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 at [landuse@lasairport.com](mailto:landuse@lasairport.com) 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**

- Provide a Fire Apparatus Access Road in accordance with Section 503 of the International Fire Code and Clark County Code Title 13, 13.04.090 Fire Service Features.
- Applicant is advised that fire/emergency access must comply with the Fire Code as amended.

**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 #0337-2024 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

**TAB/CAC:** Spring Valley - approval of waivers of development standards #2a, #2b, #2c and design review; denial of waiver of development standards #1.

**APPROVALS:** 3 cards

**PROTESTS:**

**APPLICANT:** NRP GROUP, LLC

**CONTACT:** KAEMPFER CROWELL, 1980 FESTIVAL PLAZA DRIVE #650, LAS VEGS, NV 89135



# Department of Comprehensive Planning

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

Sami Real, Director

## NOTICE OF FINAL ACTION

January 21, 2025

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

REFERENCE: WS-24-0582

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 **January 08, 2025**. 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**

- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;
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#### **Public Works - Development Review**

- Drainage study and compliance;
- Traffic study and compliance;
- Full off-site improvements;

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

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



# Department of Comprehensive Planning

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

Sami Real, Director

- The installation of detached sidewalks will require the vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control devices.

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If you have any questions regarding your Notice of Final Action, please call the Department of Comprehensive Planning at (702) 455-4314 (option 2, option 1).

## BOARD OF COUNTY COMMISSIONERS

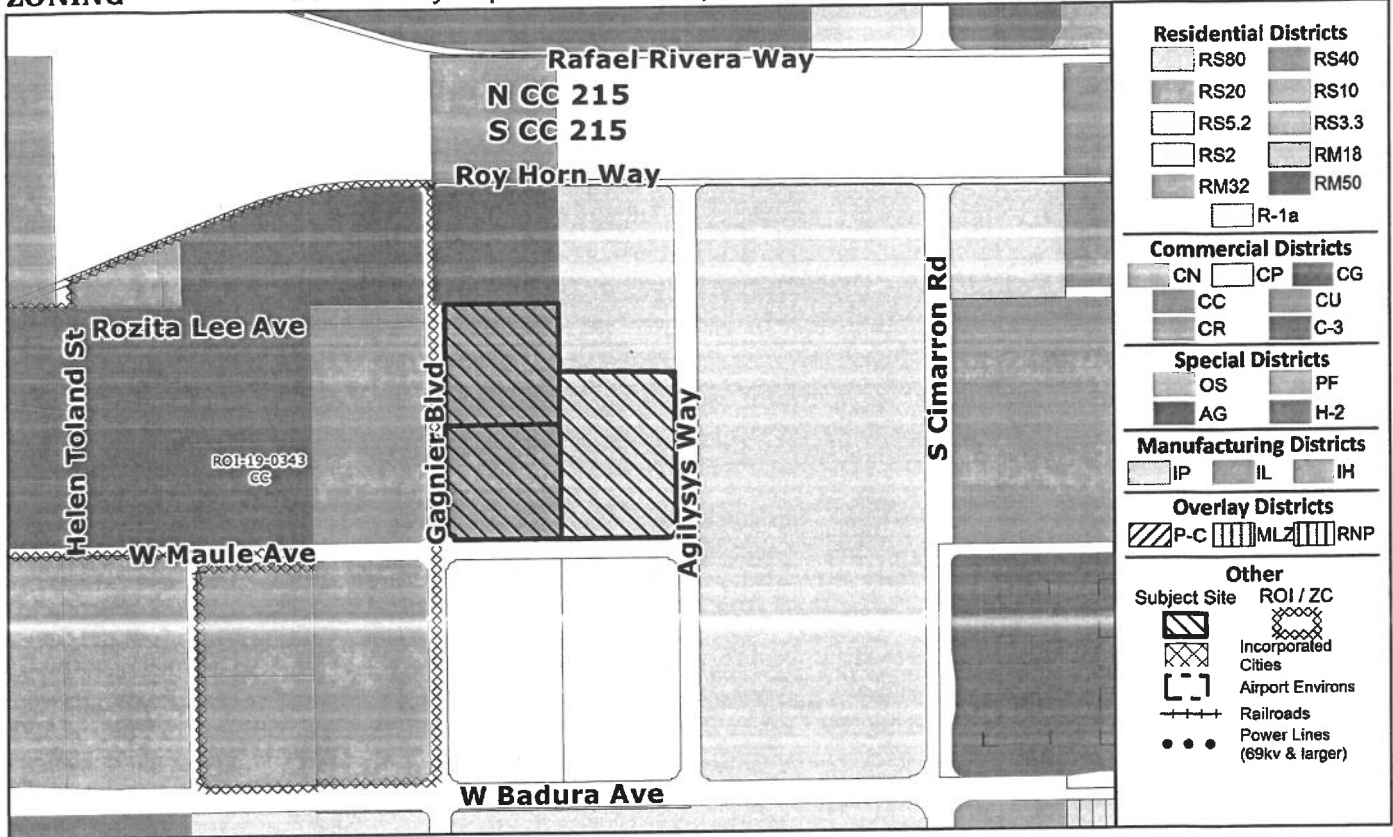
TICK SEGERBLOM, Chair • WILLIAM MCCURDY II, Vice Chair  
MICHAEL NAFT • MARILYN KIRKPATRICK • JUSTIN C. JONES • APRIL BECKER • JAMES B. GIBSON  
KEVIN SCHILLER, County Manager

# Commission Agenda Map

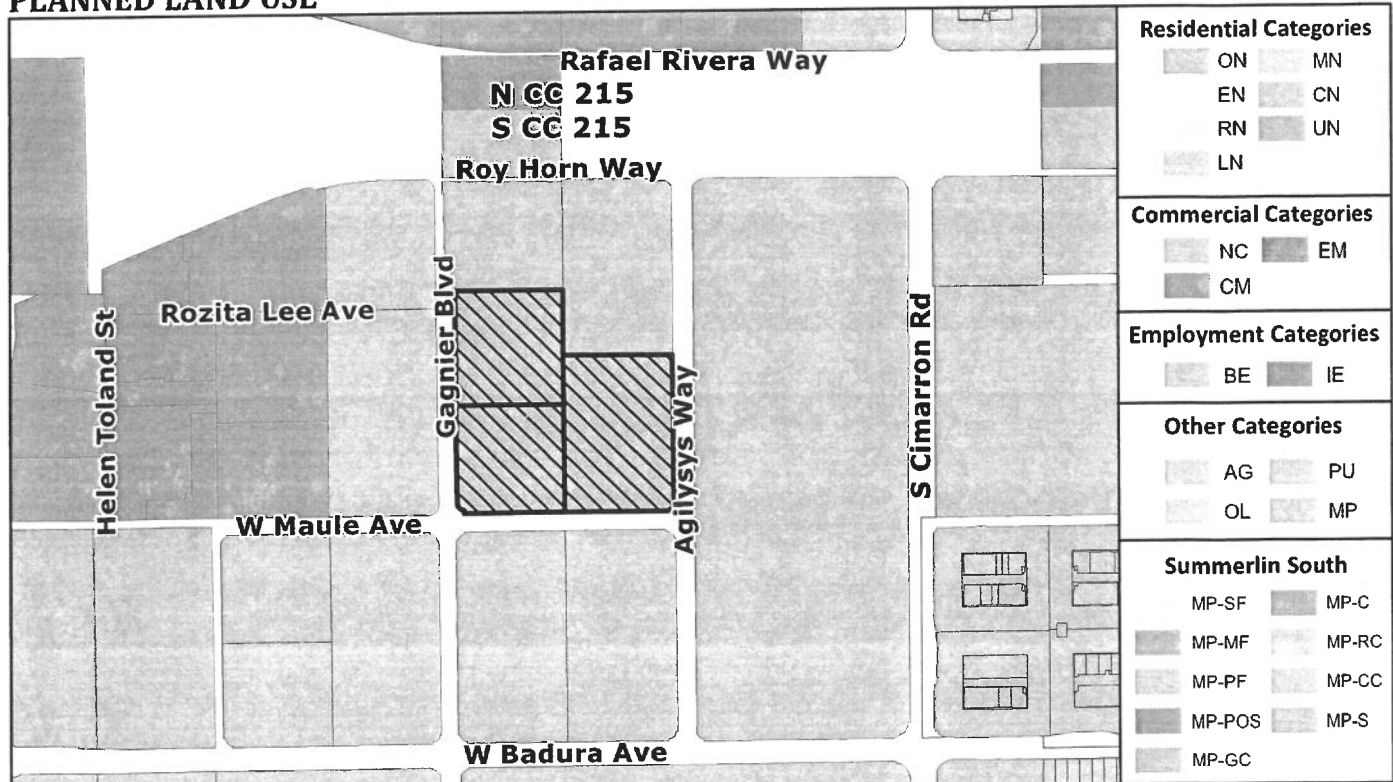
WS-24-0582

Clark County Department of Comprehensive Planning, Clark County, Nevada

## ZONING



## PLANNED LAND USE



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

Subject Parcel(s)  
17604201012  
17604201011  
17604201022



0 1.5 3.0 Feet  
Map Created on 10/15/2024

