

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

---

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

---

**Recommendation:** ORD-22-900333: Introduce an ordinance to consider adoption of a Development Agreement with 5051 SLV, LLC and DLV-H Owner, LLC for the Dream Las Vegas Resort Hotel on 4.9 acres, generally located east of Las Vegas Boulevard South and 500 feet south of Russell Road (alignment) within Paradise. JG/sr (For possible action)

---

**FISCAL IMPACT:**

None by this action.

**BACKGROUND:**

The Board of County Commissioners (Board) approved the Dream Las Vegas Resort Hotel Project, UC-20-0493, on October 6, 2021, consisting of a resort hotel with showrooms, retail, restaurants, convention space, and many other supporting uses. 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) Final action has been taken approving the land use application for the proposed development project;
- (2) The issues identified in the regional infrastructure and services evaluative reports, or as otherwise identified, relating to this project have been adequately addressed;
- (3) The Agreement is a necessary and appropriate mechanism to implement the development of the project;
- (4) The Agreement is consistent with the objectives, policies, general land uses and programs specified in the master plan;
- (5) The 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 Title 30;
- (6) The Agreement is not detrimental to public health, safety and general welfare; and
- (7) The Agreement is consistent with the provisions of NRS Chapter 278.

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

Staff recommends the Board set a public hearing for June 8, 2022.

**Cleared For Agenda**  
05/18/22

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

SUMMARY - An ordinance to adopt the Development Agreement with 5051 SLV, LLC and DLV-H Owner, LLC for the Dream Las Vegas Resort Hotel on 4.9 acres, generally located east of Las Vegas Boulevard South and 500 feet south of Russell Road (alignment) within Paradise.

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

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH 5051 SLV, LLC AND DLV-H OWNER, LLC FOR THE DREAM LAS VEGAS RESORT HOTEL ON 4.9 ACRES, GENERALLY LOCATED EAST OF LAS VEGAS BOULEVARD SOUTH AND 500 FEET SOUTH OF RUSSELL ROAD (ALIGNMENT) WITHIN PARADISE, 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 with 5051 SLV, LLC and DLV-H Owner, LLC for the Dream Las Vegas Resort Hotel on 4.9 acres, generally located east of Las Vegas Boulevard South and 500 feet south of Russell Road (alignment) within Paradise, 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 \_\_\_\_\_, 2022

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

PASSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2022

VOTE:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

By: \_\_\_\_\_  
JAMES B. GIBSON, Chair

ATTEST:

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

This ordinance shall be in force and effect from and after the \_\_\_\_\_ day  
of \_\_\_\_\_ 2022.

APN: 162-33-101-006

Please Return to: Sami Real

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**

**5051 SLV, LLC and DLV-H OWNER, LLC**

**FOR THE**

**DREAM LAS VEGAS RESORT HOTEL**

**ORD-22-900333**

**DREAM LAS VEGAS RESORT HOTEL**  
**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this 2<sup>nd</sup> day of May, 2022, by and between the County of Clark, State of Nevada (hereinafter referred to as the “County”), and 5051 SLV, LLC, a Delaware limited liability company and DLV-H Owner, LLC, a Delaware limited liability company (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 Owner 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) **“CCRFGD”** 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) **“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.
- (k) **“Effective Date”** means the date on which the Ordinance approving this Agreement becomes effective.
- (l) **“Force Majeure”** means war, acts of terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, epidemic/pandemic, or acts of God.
- (m) **“Ground Lease”** means that certain Ground Lease dated October 21, 2021 between 5051 SLV, LLC, as landlord, and DLV-H Owner, LLC, as tenant, with respect to the Subject Property which provides for a 99-year lease term and pursuant to which DLV-H Owner, LLC holds title to all additions, improvements and other work to be constructed on the Subject Property.
- (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 UC-20-0493; the Notice of Final Action and Agenda Sheet are attached hereto as Exhibit “C” and incorporated herein by this reference.

- (p) **“NDOT”** means Nevada Department of Transportation.
- (q) **“NRS”** means the Nevada Revised Statutes, as amended.
- (r) **“Occupancy Permit”** means a final occupancy permit or certificate of occupancy issued by the County.
- (s) **“Owner”** means 5051 SLV, LLC, a Delaware limited liability company, as the fee owner of the land constituting the Subject Property, and DLV-H Owner, LLC, a Delaware limited liability company, as the tenant of the Subject Property pursuant to the Ground Lease, and each of their respective designees, successors and assigns.
- (t) **“Performance Agreement”** means an Agreement entered into between Owner and the County, which requires the Owner to provide a bond or other acceptable security to secure the implementation of the decommissioning plan and which specifies the terms and actions to be taken by the Owner in the event construction of the Project is stopped or abandoned for one hundred eighty (180) days or longer.
- (u) **“Project”** means the DREAM LAS VEGAS Resort Hotel 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.
- (v) **“Subject Property”** means that certain real property generally located east of S. Las Vegas Boulevard and approximately 550 feet south of Russell Road, more particularly described in Exhibit “A”.
- (w) **“Term”** means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.
- (x) **“Traffic Impact Analysis”** means a transportation study prepared by the 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 5051 SLV, LLC represents that it has fee title ownership to the Subject Property and DLV-H Owner, LLC represents that it is the tenant under the Ground Lease with respect 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 Owner 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 Owner'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. Furthermore, Owner agrees to design any landscaped areas 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 water conservation, including water conserving techniques related to landscaping.
- 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.

- 3.09 Performance Agreement.** Prior to the issuance of any construction permit, the Owner shall enter into a Performance Agreement with the County. The Performance Agreement shall be acceptable to the County and shall include a financial guarantee in favor of the County, securing to the County the full and complete implementation of the actions identified in the Performance Agreement. The financial guarantee shall be sufficient to cover the costs to secure performance of the Owner under the decommissioning plan submitted and approved by the County.

#### **SECTION 4 PUBLIC FACILITIES**

- 4.01 Southwest Public Facilities Needs Assessment Area.** Owner shall pay the fees set forth in the Public Facilities Chart below, except as modified by this Section, prior to the issuance of any building permit for the type of development listed in the Public Facilities Chart.

In addition, the fees set forth in the Public Facilities Chart 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.

| <i>PUBLIC FACILITIES CHART</i><br>Southwest Las Vegas Valley |                         |            |                |                             |
|--------------------------------------------------------------|-------------------------|------------|----------------|-----------------------------|
| Type of Development                                          | Infrastructure Category |            |                | Total Contribution Per Unit |
|                                                              | Transportation          | Parks      | Public Safety  |                             |
| <b>Hotel (per room)</b>                                      | <b>\$57.10</b>          | <b>N/A</b> | <b>\$95.17</b> | <b>\$152.27</b>             |

**4.02 Las Vegas Valley Water District:**

Installation and use of cooling systems that consumptively use water are prohibited, unless otherwise authorized and approved by the Las Vegas Valley Water District.

#### **4.03 Department of Aviation:**

Implement the measures identified in the September 27, 2021, Comprehensive Security and Planning Response report (the ARUP), including but not limited to:

- (a) Comprehensive Security Plan - Develop a comprehensive Security Management Plan with McCarran Airport, TSA, FBI, Las Vegas Metro, and other federal agencies – starting 60 days after receipt of the full entitlement approval by Clark County, update the security management plan annually with all agencies, and record a deed against the property ensuring that any future hotel buyer will be required to abide by the latest approved Security Management Plan;
- (b) As part of the development of the Security Management Plan, work with McCarran Airport and TSA to develop, review and approve the Dream CCTV Technology program as it pertains to Airport Security to include: camera placement, camera type, camera fields of view, procedures for airport access to video footage, and video preservation, storage and retention protocols;
- (c) East Property Line Wall - Build a 9 foot high structural wall along its back east property line adjacent to the airport, along the same back wall include a vehicle crash mitigation rail designed to withstand a truck traveling at high speed;
- (d) Enclosed Parking Garage - Enclose the entire rear parking structure located on the east side of the site, this will require solid exterior facades, fire protection and full garage ventilation, in addition, provide a live video feed at the back of the property for detection of any suspicious activity;
- (e) Security Check Point - Require all incoming commercial vehicles to the property to stop at a security checkpoint;
- (f) Solid Wall at Pool - The 3rd floor pool will have solid walls installed on the east and south sides of the deck, eliminating any physical view of the airport, pool access points to be staffed by security and guests will be checked for items such as lasers and drones;
- (g) New Deed Recording - Record a new deed against the property ensuring that any future owner will be required to abide by the latest approved Comprehensive Security Management Plan;
- (h) Glass Break Detectors - Install glass break detectors to each guest room that integrates into the Dream's access control and alarm monitoring system, which is continuously monitored by the security control room, the security system will report, in real-time, the activation of a glass break detector and which room associated with the activated sensor, in addition, the date, time and room location will be recorded by the security system to provide a history of event for future investigations, if needed;
- (i) No guestroom tower balconies are allowed (this does not include the third level for the outdoor dining terrace); and

- (j) No operable windows in the guestroom tower.

## **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.

## **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 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 upon the expiration of the Land Use Approvals unless construction has commenced or the issuance of an Occupancy Permit, whichever comes first. Notwithstanding the 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.

- (c) **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 Permit, if the obligations agreed to herein by the Owner have not been completed within the time periods and in the manner set forth herein.
- (d) **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 or Cancellation of Agreement.** Except as otherwise permitted by NRS §278.0205 and Section 5 of this Agreement, this Agreement may be amended from time to time or canceled only upon the mutual written agreement of the Parties hereto; *provided, however,* that to the extent this Agreement expires pursuant to Section 7.02 above, terminates, or the Owner abandons or materially redesigns the Project, and a new or amended development agreement is required for a new or redesigned project, the Owner shall be entitled to a credit, equal in gross amount to the amount of such payments already paid, against the amount the Owner is required to pay to mitigate the impact of its development under the new or amended development agreement.

**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 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:**

David Daneshforooz  
Manager  
5051 SLV, LLC  
5455 S. Fort Apache Road, Unit 108-18  
Las Vegas, Nevada 89148

William A. Shopoff  
DLV-H Owner, LLC  
18565 Jamboree Rd., Suite 200  
Irvine, California 92612

**With copies to:**

Anthony J. Celeste, Esq.  
Kaempfer Crowell  
1980 Festival Plaza Drive, Suite 650  
Las Vegas, Nevada 89135

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 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.

- 7.12 **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.

*[signatures appear on following page]*

**THE COUNTY:**

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

**ATTEST:**

---

James Gibson, Chair  
Chairman

---

Lynn Marie Goya  
County Clerk

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

(Signature(s) continued on next page)

**THE OWNER:**

**5051 SLV, LLC, a Delaware limited liability company**

BY: CONTOUR 5051 LLC, a Nevada limited liability company

By: DM Dhy  
David Daneshforooz, Manager

Date: April 26, 2022

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

*See Attached*

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public  
(SEAL)

BY: SOF – 5051 SLV, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
William A. Shopoff, President & CEO

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public

**CALIFORNIA ACKNOWLEDGMENT****CIVIL CODE § 1189**

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 OrangeOn April 26, 2023 before me, Denise Lurette Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared David Daneshforooz

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**THE OWNER:**

**5051 SLV, LLC, a Delaware limited liability company**

BY: CONTOUR 5051 LLC, a Nevada limited liability company

By: \_\_\_\_\_  
David Daneshforooz, Manager

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by  
\_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public  
(SEAL)

BY: SOF – 5051 SLV, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
William A. Shopoff, President & CEO

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by  
\_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a Delaware limited liability company.

*See attached Acknowledgement*  
\_\_\_\_\_  
Notary Public

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.

## ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On April 25, 2022, before me, Terri Hovdestad, a Notary Public, personally appeared William A. Shopoff 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.

**TERRI HOVDESTAD**  
Notary Public - California  
Orange County  
Commission # 2244544  
My Comm. Expires Jun 28, 2022

**NOTARY PUBLIC**

**THE OWNER:**

**DLV-H Owner, LLC, a Delaware limited liability company**

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

William A. Shopoff, CEO

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by  
\_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a Delaware limited liability company.

*See attached Acknowledgment*

Notary Public  
(SEAL)

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.

### ACKNOWLEDGMENT

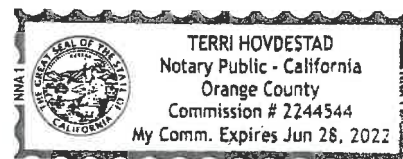
STATE OF CALIFORNIA   )  
                                          ) ss.  
COUNTY OF ORANGE   )

On April 25, 2022 before me, Terri Hovdestad, a Notary Public,  
personally appeared William A. Shopoff 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.

  
\_\_\_\_\_  
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 OF THE PROPERTY

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 61 EAST M.D.B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33;  
THENCE ALONG THE WEST LINE THEREOF, SOUTH 01°10'57" EAST, 496.78 FEET;  
THENCE DEPARTING SAID WEST LINE NORTH 88°03'19" EAST, 49.47 FEET TO THE EAST RIGHT-OF-WAY OF LAS VEGAS BOULEVARD AND THE POINT OF BEGINNING;  
THENCE DEPARTING SAID EAST RIGHT-OF-WAY AND CONTINUING, NORTH 88°03'19" EAST, 599.91 FEET; THENCE SOUTH 01°11'57" EAST, 359.92 FEET;  
THENCE SOUTH 88°03'03" WEST, 570.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID LAS VEGAS BOULEVARD; THENCE ALONG THE RIGHT OF WAY OF SAID LAS VEGAS BOULEVARD THE FOLLOWING THREE (3) COURSES:  
(1) NORTH 01°11'57" WEST, 59.98 FEET;  
(2) SOUTH 88°06'49" WEST, 29.91 FEET;  
(3) THENCE NORTH 01°11'57" WEST, 299.96 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JULY 11, 2008 IN BOOK 20080711 AS INSTRUMENT NO. 011110 OF OFFICIAL RECORDS.

Assessor's Parcel Number: 162-33-101-006

## **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) and Section 3.05 of the Agreement for exceptions.

**EXHIBIT "C"**

**NOTICE OF FINAL ACTION AND AGENDA SHEET**



# 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

October 18, 2021

DLR GROUP  
7290 WEST 133RD STREET  
OVERLAND PARK, KS 66213

REFERENCE: UC-20-0493

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 **October 06, 2021** and was **APPROVED** subject to the conditions listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

### **CONDITIONS OF APPROVAL -**

#### **Current Planning**

- **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;**
- **Prior to the issuance of building and grading permits, enter into a Performance Agreement with Clark County which includes a Decommissioning Plan specifying the actions to be taken by the Developer or County in the event construction of the project is stopped or abandoned;**
- **Bond or other form of financial security, acceptable to Clark County, shall be provided with the Performance Agreement as security of the full and complete fulfillment of the decommissioning actions identified in the Decommissioning Plan;**
- **Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.**

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

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



# Department of Comprehensive Planning

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

Nancy A. Amundsen, Director



- Applicant is advised that the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a 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 this application must commence within 2 years of approval date or it 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;
- Right-of-way dedication for Las Vegas Boulevard South to accommodate a proportionate share of a 200 foot wide right-of-way;
- Grant easements, if required;
- Applicant to execute and sign a License and Maintenance Agreement for any non-standard improvements within the right-of-way;
- Owner acknowledges that the proposed non-standard improvements (buildings, structures, and improvements) are within a portion of the area planned for a 200 foot wide right-of-way per Title 30 and the Clark County Transportation Element;
- Owners or its successors shall remove any non-standard improvements (buildings, structures, and improvements) related to this application at the direction of Public Works;
- Maintain the required width of all public access walkway segments so that a minimum Level of Service "C" is achieved under peak pedestrian volumes;
- Coordinate with Public Works - Traffic Management for the Las Vegas Boulevard improvement project;
- Dedicate any right-of-way and easements necessary for the Las Vegas Boulevard improvement project.
- Applicant is advised that off-site permits may be required, and 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.

## Department of Aviation

- Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77 and comply with all requirements of any and all determinations;
- Applicant must also receive either a Permit from the Director of Aviation or a Variance from the Airport Hazard Areas Board of Adjustment (AHABA) prior to construction as required by Section 30.48 PART B of the Clark County Unified Development Code. A Permit from the Director of Aviation or a Variance from the AHABA is dependent on:

## BOARD OF COUNTY COMMISSIONERS

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



# Department of Comprehensive Planning

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

Nancy A. Amundsen, Director

- Construction Operations and Security Plan – Develop a Construction Operations and Security Plan covering the entire construction phase of the project, with McCarran Airport, TSA, FBI, Las Vegas Metro, and other federal agencies, this needs to be completed prior to any construction activities, and provide monthly construction activity plans and schedules and provide a full-time contact available 24/7 to coordinate construction activities with airport security and/or airport operations personnel.
- No building permits should be issued until applicant provides evidence that a “Determination of No Hazard to Air Navigation” has been issued by the FAA (which was issued on July 15, 2021 and became final on August 24, 2021) and a Permit from the Director of Aviation or a Variance from the AHABA has been issued;
- Determination of No Hazards and a finding of no significant impact on aircraft activity at McCarran Airport for all construction cranes (as recommended by the FAA in Paragraph 4.a in Aeronautical Study Number: 2021-AWP-5396-OE dated 07/15/2021 on page 7);
- A reflectivity (glare) analysis, reviewed by the Department of Aviation, concluding no significant impact on aircraft activity will occur at McCarran Airport, exterior lighting will be dimmable so adjustments can be made if requested by McCarran Airport and/or the airlines;
- Applicant is advised that the FAA's determination is advisory in nature and does not guarantee that a Director's Permit or an AHABA Variance will be approved; that FAA's airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments; and that the FAA's airspace determinations include expiration dates (which is January 15, 2023 for the determination issued July 15, 2021) and that separate airspace determinations will be needed for construction cranes or other temporary equipment;
- As documented within the 7460-1 (Aeronautical Study Number: 2021-AWP-5396-OE dated 07/15/2021), paragraph 4.g on page 9, the FAA acknowledged that the concerns regarding noise complaints are valid, therefore:
  - Due to adjacency to McCarran Airport, at a minimum, incorporate an exterior to interior noise level reduction sufficient to achieve a maximum of 40 decibels;
  - Due to adjacency to McCarran Airport, record a stand-alone noise disclosure form against the land, and provide a copy of the recorded document to the Clark County Department of Aviation;
  - Due to adjacency to McCarran Airport, the Applicant to work with McCarran Airport on noise disclosure language to be included in the hotel operator's reservation system and webpage.
- Comply with all deed restrictions recorded against the property, including a prohibition of any overnight stay of 30 days or more;
- Applicant is advised that the FAA will no longer approve remedial noise mitigation measures for incompatible development impacted by aircraft operations, which was constructed after October 1, 1998, and funds will not be available in the future should the owners wish to have their buildings purchased or soundproofed;

## BOARD OF COUNTY COMMISSIONERS

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



# Department of Comprehensive Planning

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

Nancy A. Amundsen, Director

- **Implement the measures identified in the September 27, 2021, Comprehensive Security and Planning Response report (the ARUP), which will be included in the Development Agreement with Clark County, including but not limited to:**
  - **Comprehensive Security Plan - Develop a comprehensive Security Management Plan with McCarran Airport, TSA, FBI, Las Vegas Metro, and other federal agencies – starting 60 days after receipt of the full entitlement approval by Clark County, update the security management plan annually with all agencies, and record a deed against the property ensuring that any future hotel buyer will be required to abide by the latest approved Security Management Plan;**
  - **As part of the development of the Security Management Plan, work with McCarran Airport and TSA to develop, review and approve the Dream CCTV Technology program as it pertains to Airport Security to include: camera placement, camera type, camera fields of view, procedures for airport access to video footage, and video preservation, storage and retention protocols;**
  - **East Property Line Wall - Build a 9 foot high structural wall along its back east property line adjacent to the airport, along the same back wall include a vehicle crash mitigation rail designed to withstand a truck traveling at high speed;**
  - **Enclosed Parking Garage - Enclose the entire rear parking structure located on the east side of the site, this will require solid exterior facades, fire protection and full garage ventilation, in addition, provide a live video feed at the back of the property for detection of any suspicious activity;**
  - **Security Check Point – Require all incoming commercial vehicles to the property to stop at a security checkpoint;**
  - **Solid Wall at Pool - The 3rd floor pool will have solid walls installed on the east and south sides of the deck, eliminating any physical view of the airport, pool access points to be staffed by security and guests will be checked for items such as lasers and drones;**
  - **New Deed Recording: Record a new deed against the property ensuring that any future owner will be required to abide by the latest approved Comprehensive Security Management Plan;**
  - **Glass Break Detectors - Install glass break detectors to each guest room that integrates into the Dream's access control and alarm monitoring system, which is continuously monitored by the security control room, the security system will report, in real-time, the activation of a glass break detector and which room associated with the activated sensor, in addition, the date, time and room location will be recorded by the security system to provide a history of event for future investigations, if needed;**
  - **No guestroom tower balconies are allowed (this does not include the third level for the outdoor dining terrace);**
  - **No operable windows in the guestroom tower.**
- **No permits shall be issued until the Comprehensive Security Management Plan is completed and accepted by the Department of Aviation;**

#### BOARD OF COUNTY COMMISSIONERS

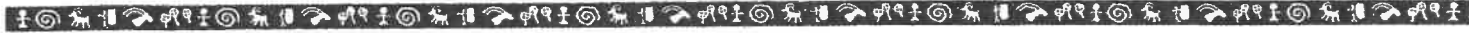
MARILYN KIRKPATRICK, Chair • JAMES B. GIBSON, Vice Chair  
MICHAEL NAFT • JUSTIN C. JONES • TIKK SEGERBLOM • ROSS MILLER • WILLIAM MCCURDY II  
YOLANDA T. KING, County Manager



# Department of Comprehensive Planning

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

Nancy A. Amundsen, Director



- Design review as a public hearing for signage and lighting plan will be required, which may require additional Determinations of No Hazards, Permits from the Director of Aviation or Variances from the AHABA, and/or reflectivity (or glint and glare) analysis.

#### **Building Department - Fire Prevention**

- 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; and to show on-site fire lane, turning radius, and turnarounds.

#### **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 #0319-2020 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

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

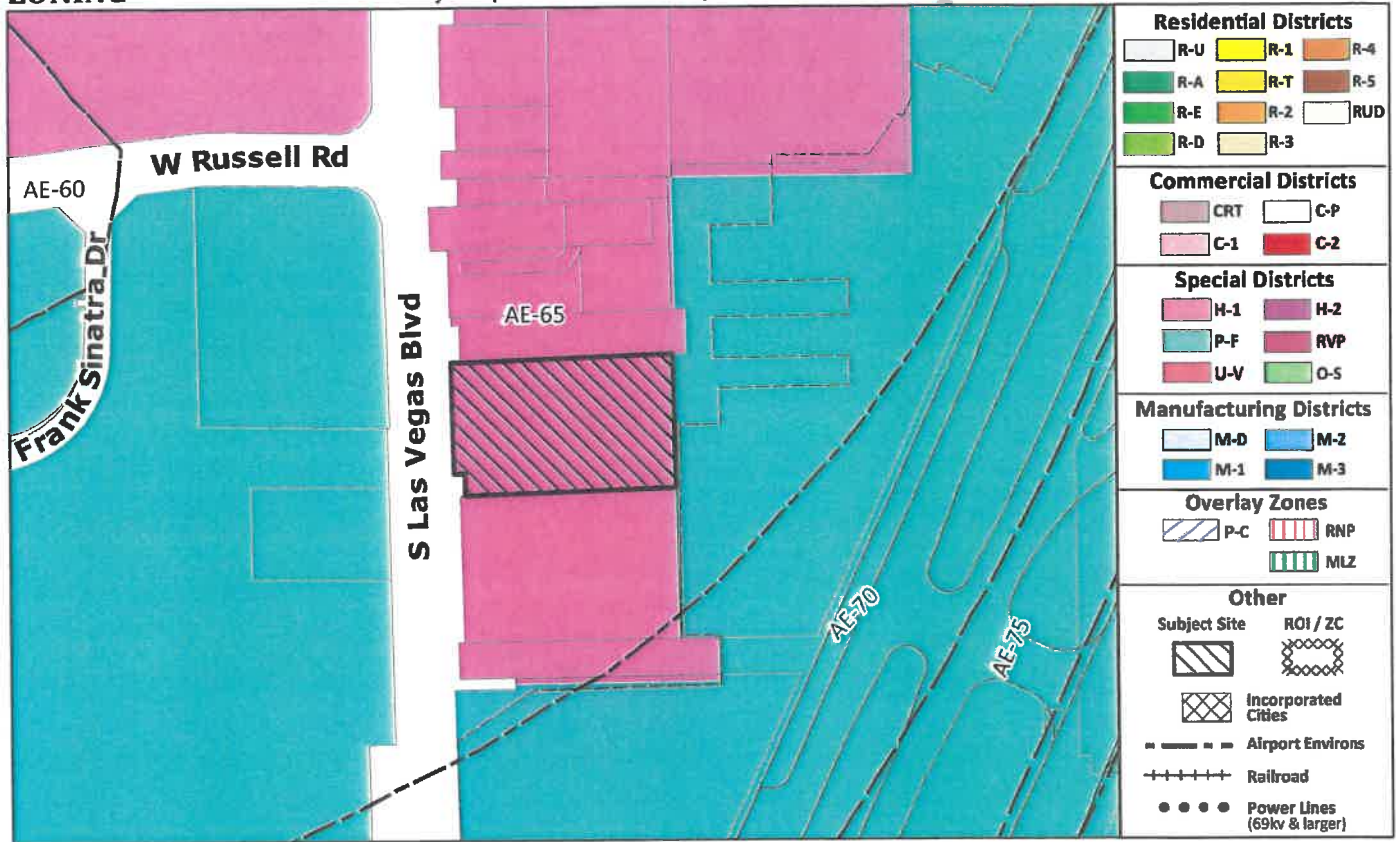
MARILYN KIRKPATRICK, Chair • JAMES B. GIBSON, Vice Chair  
MICHAEL NAFT • JUSTIN C. JONES • TUCK SEGERBLOM • ROSS MILLER • WILLIAM MCCURDY II  
YOLANDA T. KING, County Manager

# Commission Agenda Map

UC-20-0493

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)  
16233101006



0 125 250 500 Feet  
Map Created on 3/24/2021



10/06/21 BCC AGENDA SHEET

RESORT HOTEL  
(TITLE 30)

RUSSELL RD/LAS VEGAS BLVD S

PUBLIC HEARING  
APP. NUMBER/OWNER/DESCRIPTION OF REQUEST  
**UC-20-0493-5051 SLV, LLC:**

**HOLDOVER AMENDED USE PERMITS** for the following: **1)** expand the Gaming Enterprise District; **2)** a resort hotel; **3)** public areas including the casino, showrooms, live entertainment, retail center, indoor and outdoor dining, entertainment, offices, conventions, back of house and parking structures; **4)** associated accessory and incidental commercial uses, buildings, and structures; and **5)** deviations from development standards.

**DEVIATIONS** for the following: **1)** increase the height of high-rise towers; **2)** encroachment into airspace; **3)** reduce setbacks; **4)** alternative landscaping; and **5)** all other deviations as shown per plans on file.

**WAIVERS OF DEVELOPMENT STANDARDS** for the following: **1)** for non-standard improvements (landscaping) within the right-of-way; and **2)** alternative driveway geometrics (previously not notified).

**DESIGN REVIEWS** for the following: **1)** a resort hotel with all associated and accessory uses, structures and incidental buildings and structures; and **2)** finished grade (previously not notified) on 4.9 acres in an H-1 (Limited Resort and Apartment) (AE-65) Zone.

Generally located on the east side of Las Vegas Boulevard South, 500 feet south of Russell Road (alignment) within Paradise. JG/al/jd (For possible action)

---

RELATED INFORMATION:

**APN:**  
162-33-101-006

**DEVIATIONS:**

1. Increase building height for a resort hotel to 237 feet where 100 feet is the standard per Table 30.40-7 (a 137% increase).
2. Permit encroachment into airspace.
3. Reduce the setback for an arterial street (Las Vegas Boulevard South) to 41 feet (previously notified as 23 feet) where a minimum of 78 feet (previously notified as 68 feet) is required per Figure 30.56-4 (a 47.4% reduction previously notified as a 66.2% reduction).
4. Permit alternative landscaping along Las Vegas Boulevard South where landscaping per Figure 30.64-17 is required.
5. Permit all other deviations as shown per plans on file.

**WAIVERS OF DEVELOPMENT STANDARDS:**

1. Permit non-standard improvements (landscaping) within the right-of-way of Las Vegas Boulevard South were not permitted per Section 30.52.050.
2. Reduce driveway throat depth to a minimum of 37 feet where a minimum of 150 feet is required per Uniform Standard Drawing 222.1 (a 75.3% reduction) (previously not notified).

**DESIGN REVIEWS:**

1. A resort hotel with all associated and accessory uses, structures and incidental buildings and structures.
2. Increased finished grade by 108 inches (9 feet) where a maximum increase of 18 inches (1.5 feet) is permitted per Section 30.32.040 (a 500% increase) (previously not notified).

**LAND USE PLAN:**

WINCHESTER/PARADISE - COMMERCIAL TOURIST

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

- Site Address: 5051 Las Vegas Boulevard South
- Site Acreage: 4.9
- Project Type: Resort hotel
- Number of Rooms: 527
- Number of Stories: 20
- Building Height (feet): 237
- Square Feet: 458,962
- Parking Required/Provided: 787/810

**Gaming Enterprise District Expansion**

This site is located along the east side of and within 1,500 feet of the centerline of Las Vegas Boulevard South, which places the site within the Las Vegas Boulevard Gaming Corridor. However, the site is not currently within the Gaming Enterprise District (GED) for Las Vegas Boulevard South. Per Section 30.48.250, any property which is located within the Las Vegas Boulevard Gaming Corridor and was zoned H-1 as of July 16, 1997 is within the GED. In July 1997 this site was owned by Clark County (Department of Aviation) and was zoned P-F. The site was not reclassified to an H-1 zone until December 2000 by ZC-1732-00, which is why the use permit to expand the GED is required to allow a resort hotel at this location.

**Site Plan**

The plan depicts a resort hotel with access from Las Vegas Boulevard South. The building is located on the northern and eastern portion of the parcel. There are 2 driveways depicted on the plan that are located on the southwest and northwest corners of the property. A minimum 18 foot wide access drive is located along the south, east, and north sides of the site. The plans indicate that the narrowest portion of this access drive is located along the southern boundary of the site and will be a one-way drive traveling from west to east. The parking will be provided by a parking garage that is incorporated into the design of the building and will occupy the eastern

portion of the facility. Along the west side of the building, between the building and an existing attached sidewalk along Las Vegas Boulevard South is a pedestrian plaza. The pedestrian plaza will connect to the existing attached sidewalk, providing a pedestrian connection between the resort hotel and the existing public sidewalk. The plans indicate that additional right-of-way will be taken for Las Vegas Boulevard South and that portions of the pedestrian plaza with landscape areas will be located within areas of the site that will be dedicated for right-of-way. The entrance to the hotel is located on the southwestern portion of the building facing Las Vegas Boulevard South.

#### Landscaping

The plans indicate that approximately 45 feet of the western portion of the site will be dedicated as additional right-of-way for Las Vegas Boulevard South. There is an existing attached sidewalk located along Las Vegas Boulevard South which will remain and be the primary pedestrian route adjacent to the site. The Code requires a landscape area per Figure 30.64-17 on the site. Figure 30.64-17 requires a 15 foot landscape area which includes a 5 foot wide detached sidewalk. The plans indicate that the area within the additional right-of-way dedication will consist of a pedestrian plaza with meandering sidewalks and landscape areas. This pedestrian plaza will extend onto the property and will be between 10 feet to approximately 33 feet in width. The plans depict some additional landscaping at the northern and southern property lines; however, the majority of the proposed landscape areas are within the future right-of way dedication area.

#### Elevations

The building will be a maximum of 20 stories with a maximum height of 237 feet. The highest portion of the building is on the west side of the site. The building is designed to increase in height from the east to the west. The lowest portion of the building is the parking garage on the east side of the facility, which is approximately 51 feet in height and is set back approximately 37 feet from the east property line. At approximately 200 feet from the east property line the building reaches the maximum height of 237 feet. The highest point of the building will be set back approximately 41 feet from the future property line of Las Vegas Boulevard South once the additional right-of-way is dedicated. This portion of the building is required to be set back 78 feet from the future right-of-way. The building has flat roofs behind parapet walls and the exterior of the structure consists of glazed aluminum curtain wall systems, metal wall panels, and colored plaster. On the eastern portion of the building on level 3 is a pool area with an outdoor patio.

#### Floor Plans

The building has an area of 458,962 square feet which consists of 527 guest rooms; 42,500 square feet of public areas (lobbies, retail areas, gaming); 34,800 square feet of food, beverage and entertainment areas; 15,000 square feet for the pool deck; 12,500 square feet of meeting space; 5,500 square feet of administration office and related areas; and 35,000 square of back of house/support areas.

#### Signage

Signage is not a part of this request.

#### Applicant's Justification

The applicant indicates that the proposed resort hotel is complementary to other property along Las Vegas Boulevard South. The proposed use is consistent with the intensity of uses allowed by the Commercial Tourist land use designation within the Winchester/Paradise Land Use Plan. The Federal Aviation Administration has determined that the height of the building will not be a hazard to air navigation. The additional right-of-way dedication for Las Vegas Boulevard South makes the waivers and deviations necessary to develop the site.

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

| <b>Application Number</b> | <b>Request</b>                                                                                                                              | <b>Action</b>   | <b>Date</b>   |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------|
| UC-0385-06                | Resort hotel - expired                                                                                                                      | Approved by BCC | October 2006  |
| ZC-0362-05                | Reclassified from H-1 to H-1 zoning (AE-65) to establish an Airport Environs overlay district for the parcel                                | Approved by BCC | April 2005    |
| ZC-1732-00                | Reclassified from P-F to H-1 zoning for a parcel that went from public ownership (Clark County Department of Aviation) to private ownership | Approved by BCC | December 2000 |

#### **Surrounding Land Use**

|       | <b>Planned Land Use Category</b>                      | <b>Zoning District</b> | <b>Existing Land Use</b>                                            |
|-------|-------------------------------------------------------|------------------------|---------------------------------------------------------------------|
| North | Commercial Tourist                                    | H-1                    | Undeveloped                                                         |
| South | Commercial Tourist                                    | H-1                    | Harley Davidson motorcycle sales & repair facility                  |
| East  | Public Facilities                                     | P-F                    | McCarran International Airport                                      |
| West  | Public Facilities & Business and Design/Research Park | P-F                    | Golf course, fire station, & Las Vegas Metropolitan Police facility |

#### **STANDARDS FOR APPROVAL:**

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

#### **Analysis**

##### **Current Planning**

##### Use Permits & Deviations

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 Comprehensive 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.

##### 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.

#### Project Analysis

This site is designated in the Winchester/Paradise Land Use Plan for Commercial Tourist uses. This land use category is for commercial establishments that primarily cater to tourists, with a predominant land use consisting of resort hotels. However, resort hotels are not the only commercial establishments that cater to tourists. Currently between Reno Avenue and Sunset Road there are no resort hotels located on the east side of Las Vegas Boulevard South. Therefore, staff finds the proposed use is not compatible with the existing uses along the east side of Las Vegas Boulevard South in this general area. According to Accessor's records this site currently has an area of approximately 4.9 acres which will be reduced with additional right-of-way dedication being taken for Las Vegas Boulevard South. If approved this would be one of the smallest resort hotel sites within the Resort Corridor and the applicant is proposing to have 527 guest rooms. One of the smallest resort hotels currently located within the Resort Corridor is the OYO (formally Hooters). The OYO Resort Hotel has an area of 6.9 acres with 332 guest rooms. Another small resort hotel is the Casino Royale with an area of 3.3 acres with 320 guest rooms. Based on the lot sizes and room count of other resort hotels within the Resort Corridor, staff believes the proposed resort hotel is too large of a facility for this site. The applicant is requesting approval of a 20 story building with a maximum height of 237 feet. This building would be taller than the buildings on the abutting properties and would visually dominate this portion of Las Vegas Boulevard South and would be out of character with the abutting properties. This site is also adjacent to McCarran International Airport and if approved would be the tallest building next to the airport. Given the events of the Harvest 91 festival, this raises safety and security concerns for operations at McCarran International Airport as highlighted below by the Department of Aviation. The majority of the proposed landscaping for this project will be located within the right-of-way for Las Vegas Boulevard South. In the future when the roadway is widened this landscaping will be removed which will negatively impact the appearance of this area. Based on these concerns staff finds that the applicant has not demonstrated that the project is appropriate for this area and that it will not have adverse impacts on the abutting properties. Therefore, staff does not support this request.

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

##### Waiver of Development Standards #1

The applicant is responsible for the maintenance and upkeep of any non-standard improvement; the County will not maintain any landscaping placed in the right-of-way. The applicant must execute and sign a License and Maintenance Agreement for any non-standard improvements within the right-of-way. However, since Planning is recommending denial of the application, staff cannot support this waiver.

##### Waiver of Development Standards #2

The applicant is required to dedicate to Clark County their proportionate share of a 200 foot wide right-of-way on Las Vegas South according to Title 30 and Clark County Transportation Element. Until the Las Vegas Boulevard improvements occur, staff has no objection to the reduction in the throat depth for the commercial driveway. The applicant was made aware that as designed, the functionality of the site will be impacted when Las Vegas Boulevard South is fully

improved. However, since Planning is recommending denial of the application, staff cannot support this waiver.

#### Design Review #2

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

#### **Department of Aviation**

The development will penetrate the 100:1 notification airspace surface for McCarran International Airport. Therefore, as required by 14 CFR Part 77, and Section 30.48.120 of the Clark County Unified Development Code, the Federal Aviation Administration (FAA) must be notified of the proposed construction or alteration.

More importantly, the development will penetrate the Part 77 airspace surface (Airport Airspace Overlay District), as defined by Section 30.48.100 of the Clark County Unified Development Code. Therefore, as required by Section 30.16.210(12)(D) of the Clark County Unified Development Code, final action CANNOT occur until the FAA has issued an airspace determination and the Department of Aviation has reviewed the determination.

The property lies within the AE-65 (65-70 DNL) noise contour for McCarran 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 McCarran International Airport facilities to meet future air traffic demand.

Helicopter routes currently transit the property in which the proposed resort complex is to be constructed. A large high-rise development in this area will result in a significant impact to current helicopter operations.

On September 2, 2020, the Department of Aviation met with the applicant to discuss their project concept and ensure they understood that the Federal Administration Aviation 7460 process only addresses height issues with respect to Part 77 surfaces. During the meeting, the applicant was informed that due to the proximity to the secure Airport Operations Area of McCarran International Airport, the project raises concerns with respect to the safety and security of the Airport. The applicant was informed numerous local and Federal agencies may have concerns. Following the meeting, concept plans were provided to local and Federal partners to include the FAA Airport District Office, the Transportation Security Administration, Federal Bureau of Investigation, Department of Homeland Security and the US Secret Service. Additionally, the plans were provided and reviews conducted by the local FAA Aircraft Control Tower, Airline Chief Pilots, helicopter operators and west side based operators. The department received many formal responses detailing the specific security and safety concerns of each agency. A follow-up meeting is scheduled with the applicant for November 19, 2020 to provide the feedback received.

Since the applicant formally submitted the project to Clark County Comprehensive Planning for approval prior to the scheduled November 19, 2020 meeting, the department wants to ensure the feedback from the additional reviews is formally documented during the application review process. Therefore, the following provides a summary of the key concerns that were identified during the review process and need to be mitigated:

- Federal Aviation Administration Airport District Office (FAA ADO)

In a letter dated October 28, 2020, Mike Williams, Manager, Phoenix Airport District Office documented many concerns with the project as they relate the Department of Aviation's responsibility to remain compliant with FAA Grant Assurances. In summary, the acceptance of Airport Improvement Program funds by Clark County obligates local governments to Grant Assurances that include appropriate action will be taken to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations. Therefore, the Department of Aviation and Clark County are obligated to ensure development of land around McCarran International Airport, including this parcel, is compatible with the Airport and does not interfere with Airport operations or growth. Additionally, he documented that when the subject parcel was disposed of by Clark County in 1999, the sale was subject to conditions set by the FAA to ensure compatible use and documented in Deed restrictions imposed by Clark County. Any change in these restrictions would have to be reviewed and approved by the FAA. Mr. Williams concludes that the FAA would not be willing to modify or remove any of the current restrictions imposed on the parcel.

- Transportation Security Administration (TSA)

The TSA Federal Security Director for McCarran, Reno and Elko Airports directed a review of the proposed project and provided an "Aviation Security Impact Assessment, McCarran International Airport (LAS)." In the assessment, four security vulnerabilities to McCarran International Airport are identified that this project, if constructed as proposed, will create and/or exacerbate. The statement documents, in detail, each of the vulnerabilities and the link to the design aspect of the proposed project. In summary, the four vulnerabilities created by the proposed project are: (1) High Profile Aircraft Parking Location- The location of the hotel adjacent to the west side perimeter fence places it adjacent to the aircraft parking ramp used for high-level individuals, special operations and military aircraft parking. These operations provide transportation for government officials, professional sports teams and other important groups. The project would increase risk to both the aircraft and the passengers due to active shooters and the ability to throw things over the fence intended to cause harm to individuals or aircraft. (2) Vehicle Traffic- The proposed project includes a service road adjacent to the west side fence intended for vendor deliveries, trash service and general public. This would make the west side perimeter more susceptible to Vehicle Borne Improvised Explosive Device attacks delivered by vendor or garbage truck. Additionally, the proposed access road provides the ability for high-speed vehicle approaches into the perimeter making the fence more vulnerable to breaches. (3) Passenger Aircraft and Helicopter Traffic- The open areas on the 3<sup>rd</sup> and 9<sup>th</sup> floors provide a direct line of sight for laser flashing and long gun attacks against aircraft, to include helicopters, and other critical operations at the airport. (4) Passenger Terminal, Passenger Aircraft and Aviation Fuel Tanks- The

hotel is proposed at 19 to 22 stories high with guest rooms facing the airport. These locations provide a direct line of sight to passenger terminal areas, Commercial and General Aviation aircraft operations and aviation fuel tanks. The proposed project will increase risk for damage to aircraft/infrastructure with a long gun and increases potential for injury or death to passengers, aircrew, ground personnel and other airport personnel. The statement concludes that any multiple story building constructed in close proximity to the LAS operational areas and critical facilities will create a significant vulnerability to passengers, airport workers, aircraft, critical facilities, high-level government officials and iconic sports figures/teams.

- Federal Emergency Management Administration (FEMA)

On August 24, 2018, FEMA published the "1 October After-Action Report" in collaboration with the Clark County Fire Department and Las Vegas Metropolitan Police Department. The report documents the horrific event and provides a detailed summary of the entire incident and response. Of note, as it relates to the proposed project, the report confirms that from his airport facing perch, the shooter directly targeted the airport's west side Aviation fuel tanks no less than six times, potentially up to 8 times, and actually striking a single tank 2 times penetrating the tank wall. Furthermore, in the aftermath, multiple shooting victims and fleeing attendees made their way onto the aircraft operations areas of the airport resulting in the entire airport suspending all operations for hours. The gravity of this event cannot be understated as it relates to the security and safety of McCarran International Airport. Any further encroachment of large scale public gathering places (like a resort hotel) only increases the chances of a similar event repeating itself in the future.

- Federal Aviation Administration, Las Vegas Air Traffic Control Tower

Helicopter routes currently transit the property in which the proposed resort complex is to be constructed. The existing Letter of Agreement (LOA) with the Helicopter operators keeps all operations to the north of Russell Road prior to the turn across Las Vegas Boulevard. This agreement is in place to provide protection for the arrival and departure corridors serving McCarran Airport's Commercial Air Traffic. The possibility exists that by allowing the development of the westside properties with high-rise buildings could impact the protections of the arrival/departure corridor resulting in an increase in Traffic Collision Avoidance System (TCAS) alarms and reduction of throughput efficiencies. A large high-rise development in this area will result in a significant impact to current helicopter operations and reduce the arrival rates for commercial aircraft.

There are also concerns about lighting issues generated from the hotel, roof top pool, and any balconies facing toward the east. Lighting issues need to be addressed to include laser lights, billboards, building lights, and any other special effects (ie Pyrotechnics) that would be used during events.

There are also concerns about illegal drone activity from the occupied roof tops.

If these concerns are not addressed, commercial aircraft (airline) operations growth at McCarran airport could be restricted and reduce the ability of the airport to meet the future air traffic demand for the entire Southern Nevada region and economy.

- Airline Chief Pilot Concerns:  
Most issues voiced revolve around lighting as well as illegal drones and pointing of lasers which could result in blinding of aircrews in critical phases of flight.
- Helicopter Operators:  
The operators were concerned about Noise complaints that could possibly impact their operations. In addition, all voiced concerns about illegal drone and laser activity.
- Sands Aviation Concerns:  
Their primary concerns were lighting, drone traffic and airport perimeter access and security. Also, they raised concerns about the increase of roadway traffic the proposed development would generate.

December 15, 2020 Update:

The Department of Aviation submitted formal comments on the subject proposal on November 5, 2020. During the time between the submission of the DOA comments and today, four of our Airline partners that operate at McCarran and the Allied Pilots Association have submitted formal comments via letter to the Department of Aviation. The comments not only reinforce prior submitted concerns on the proposal, but also raise additional safety and security concerns. The airlines submitting comments are Southwest Airlines, Delta Air Lines, American Airlines and United Airlines; they are responsible for transporting more than 60% of all passengers that fly in and out of McCarran every year. The Allied Pilots Association serves as the certified collective bargaining agent for the 15,000 professional pilots who fly for American Airlines.

The economic recovery of Southern Nevada due to the ongoing pandemic will rely heavily on the ability of these four and all other airlines to continue to operate safely and securely at McCarran. The five letters received are provided as attachments and in summary, key concerns from each letter are:

1. Southwest Airlines Concerns:
  - Modification of existing helicopter arrival/departure patterns and associated impact on safety and reduced airport capacity and throughput.
  - Potential reduction of the effectiveness of McCarran security and surveillance systems and requested any issues be studied and resolved.
  - Room balconies facing and/or overlooking the Airport with unobstructed sight angles of the secure airside operations area and would force the relocation of VIP parking area to an area on the airport that would have a greater impact on commercial aircraft operations.
  - 'Epic' rooftop pool with respect to bright lights, lasers, and security screening of large crowds at rooftop events.
  - All lighting on the property and advertising billboards could potentially be a source of flash blindness; this must be studied and resolved.
  - Illegal drone activity.

- Height of cranes and potential runway restrictions during construction that could impact airport capacity.

Southwest concludes by stating that all these issues, without being addressed, would cause delays, cancellation of flights, rerouting of aircraft, impact the safety of flight, increase workload/complexity for Air Traffic Control/Flight Crews, and thereby disrupt operations not only at McCarran Airport, but in the entire National Airspace System.

## 2. Delta Air Lines Concerns:

- Security, lighting, lasers and illegal drones.
- Believes the reflectivity of the building surfaces and potential wind eddy effects should be studied to gain an understanding of any potential increased risks.
- Reemphasized concerns with helicopter traffic and Traffic Collision Avoidance System (TCAS) alarms and associated potential reduction of throughput efficiencies for arriving aircraft.

Delta concluded by stating that anything that curtails airport capacity should be carefully evaluated as it will not just impact the future growth of the airport, but the ability of the entire Las Vegas region to recover from the pandemic.

## 3. American Airlines Concerns:

- Height of the structure (>200 feet) creating an obstruction that would reduce airport capacity during inclement weather.
- Discussed that the structure would require existing helicopter flight patterns to be adjusted and would reduce the airport capacity and throughput creating delays to travelling public.
- Requested the effect of the structure on radar coverage be studied, understood and resolved.
- Room balconies facing/overlooking the airport with unobstructed sight angles of secure airside operations areas. This could force the relocation of VIP parking areas to other parts of the airport that would have greater impact to commercial aircraft operations.
- Bright lights, laser lights, events held at the 'epic' rooftop pool and malicious drone activity.

American concluded by stating that the significant safety and security hazards on airfield and airspace operations should be seriously considered and the advancement of the projects delayed for further analysis.

## 4. United Airlines Concerns:

- Reflectivity/glare of an all glass structure and potential to create dangerous distractions to pilots.
- 'Epic' rooftop pool and associated lighting and lasers that could interfere with flight crew vision.
- Impact to helicopter operations by changing arrival/departure patterns; resulting in reduced airport arrival and departure capacity for both the airlines and helicopter operators.

- Height of the structure and proximity to the secure Airport Operations Area (AOA) creating unobstructed views to airside operations.
- Uncontrolled drone activity is a concern and possible malicious drone activity to be conducted near aircraft operations.
- Potential relocation of VIP parking area that currently minimizes impacts to commercial aircraft operations, but if relocated, could increase delays during the VIP movements.
- Impacts to NAVAIDs: to include the VOR/DME; ASDE-X; and airport surveillance radar and requests the impacts be studied. Mitigating these issues could raise costs for the FAA, airport and airlines.

United Airlines states they are committed to a safe operation for all passengers, employees, contractors, and other airport users. United opposes this development and hopes their concerns are considered by the Planning Commission and Board of County Commissioners prior to voting on the development.

5. Allied Pilots Association (APA):

- Reduced safety and security of pilots and passengers due to the hotel's proximity to McCarran property boundary. (The 1 October Las Vegas mass shooting was provided as an example where many victims fled onto the airfield causing several flights to be rerouted in the air and given taxi routes on the ground to stay clear of the shooter.)
- Increased risk to flight crews from exposure to laser lights due to the rooftop pool and the structure enabling malicious drone activity to cause harm to aircraft operating in and out of the airport.

The APA strongly urges appropriate steps be taken to mitigate the hazards and requests to be involved in any safety risk assessments and in the development of potential safety mitigations.

December 17, 2020 Update:

The Department of Aviation submitted formal comments on the subject proposal on November 5, 2020, and additional comments on December 15, 2020. On December 17, 2020 the DOA received a formal comment letter from the Air Line Pilots Association, International. The Air Line Pilots Association, International represents over 59,000 professional airline pilots flying for 35 airlines in the United States and Canada and includes the world's largest non-governmental safety organization.

The latest letter received from the Air Line Pilots Association, International is provided as attachment 11 and in summary, key concerns are as follows:

1. Air Line Pilots Association, International (ALPA):

- With an active runway adjacent to Dream Hotel property, the planned hotel may create safety and security concerns for McCarran operations, putting both passengers and flight crews in jeopardy.
- ALPA strongly encourages officials to partner with other government agencies involved in the approval process to conduct an aviation safety and security risk assessment prior to final approval of the project.

- ALPA suggests review and update of the master plans for suitable land use, transportation, and capital improvement projects. Land use may be incompatible by virtue of:
  - Location in an area of increased aircraft potential and higher than ordinary predicted noise exposure stemming from aircraft operations.
  - Adversely affecting airport operations (e.g., tall structures, or land uses that emit smoke, light, glare, or wildlife attractants).
  - Potential risks to aircraft operations due to exposure to laser/light shows, extreme glare from construction materials (e.g., reflective glass and polished structural metals). Exposure to extreme lighting conditions (day or night) can create temporary blindness for pilots during arrival/departure.
  - Security threat from individuals who survey airport security/grounds and use Unmanned Aircraft Systems (UAS) for malicious intent.

In conclusion, the ALPA strongly urges appropriate steps be taken to mitigate all aircraft operational hazards using safety and security risk assessments and welcomes the opportunity to work with officials to develop risk mitigations that will ensure the appropriate level of safety and security is upheld.

#### February 16, 2021 Update:

The Department of Aviation submitted formal comments on the subject proposal on November 5, 2020, December 15, 2020, and additional comments on December 17, 2020. On February 8, 2021, we received an email and briefing slides from the local FAA manager who serves as the Las Vegas Metroplex Manager, GCN Housing Tenant Manager and the Los Angeles District - TWLA Airspace, Procedures, Planning and Requirements Manager. The content includes comments on the direct impacts the proposed project will have on helicopter operations. The email and briefing slides are provided as Attachment 12. In summary, the key concerns are as follows:

- The current ingress/egress helicopter routes are 1/10 of a mile from the proposed building site of the Dream hotel.
- If anything is developed to the North of the Dream hotel as planned, then it will severely reduce capacity and throughput at McCarran Airport and eliminate the current helicopter procedures from being used.
- The Dream hotel is also proposed to be a "special event" location on a regular basis with flying restrictions which will severely reduce capacity and throughput at McCarran airport.

#### June 11, 2021 Update:

**On March 1, 2021, the DOA received under a cover letter, an updated set of design plans for the Dream Hotel along with an updated version of the "Comprehensive Security and Planning Response to McCarran Department of Aviation Comments" (ARUP Report) that proposes mitigation plans for the comments received to date from the DOA, Airlines, Transportation Security Administration, FAA and many others. (All comments received were formally submitted to Comprehensive Planning on November 5, 2020, December 15, 2020, December 17, 2020, February 8, 2021 and February 16, 2021.) On March 3, 2021, the**

DOA provided the updated design plans and ARUP report to all organizations that had previously provided comment. As a result, the DOA received formal response back from four airlines: Delta, United, American and Southwest and from the Transportation Security Administration (TSA).

The five letters received on the updated submittal are attached and are provided as Attachments 1 thru 5. A brief summary of each is provided below:

United Airlines, 4/6/2021 Letter: Concerns with Reflectivity/Glare of the structure and no description of planned mitigation strategies. Impact to helicopter operations and would like to have a better understanding of the impact of new helicopter flight paths on arrival/separation and airport capacity. Safety and Security concerns related to unobstructed views of the Airport Operations Area from guest rooms and the parking garage. Relocation of the VIP Parking area and how the current location of the VIP parking area minimizes impacts to air carrier operations during VIP movements. Given the size and location of the Dream Hotel, United Airlines remains concerned that the U.S.S.S. and Airport may dictate relocation of the VIP area to a different portion of the airfield, increasing delays and cost to airlines during these movements. Finally, concerned with impacts to NAVAIDs and Radar coverage.

American Airlines, 4/13/2021 Letter: Concerns with the height of the structure and height of cranes used during construction and associated impacts on Instrument approaches. Concerns that helicopter departure / arrival flight patterns would have to be changed by Air Traffic Control, thus requiring additional ATC arrival and departure separation which reduces airport arrival and departure capacity. The capacity reductions will increase arrival and departure delays which negatively impact the passenger experience, adds increased CO2 emissions and negative sustainability impacts as well as increases airline's operating costs. Concerned that hotel guest rooms that overlook the airport with unobstructed sight angles of secure airside operations areas including the current VIP Aircraft Ramp Area and expected the US Secret Service would require a move of their VIP parking area to another portion of the airfield less suited for efficient airfield operations and add congestion to surface traffic or add delay to all commercial flights during VIP movements. Concerned with the reduction of radar coverage, bright lights, lasers and encouragement of malicious drone activity.

Delta Airlines, 5/3/2021 Letter: Delta Air Lines primary concern remains the impact on safety and efficiency for operations. Concerned specifically with impact on Helicopter traffic. Helicopter path will likely be altered to increase separation from the facility and/or reduce noise impacts. This alteration of flight path could reduce overall throughput due to relocated arrival/departure corridors. Potential increase of air traffic controller workload, potential issues with visibility from the tower for VFR traffic, safety concerns with the potential increase in TCAS resolution advisories and subsequent noise profile of the relocated helicopter operation. Concerned with the impact to NAVAIDs and landing minimums and the impact of construction activities on landing minimums. Finally, concerned with a significant impact to the airlines if the VIP area in its current location is no longer viable. The likelihood of security issues due to the close proximity of the Dream

Hotel to the VIP area may result in VIPs being unable to utilize this location. A relocation could result in increased delays, fuel costs, lost parking and restricted future airport developments.

Transportation Security Administration, 5/5/2021 Revised Assessment: The TSA has reviewed and analyzed the revised plans and associated ARUP report. The attached provides a detailed analysis of the revised plans for the Dream. In summary, many concerns are mitigated with the plan outlined in the ARUP report and are totally dependent on the implementation of an effective operational Security Management Plan. The TSA insists that there must be a binding agreement between the DOA and the Dream that allows McCarran oversight of certain security functions and the agreement must be recorded against the property to ensure it the agreement will remain in effect with any future transfer of ownership of this property. McCarran must have timely access to Dream records that affect airport security that include CCTV recordings, security reporting requirements and limited oversight of the Security Management Plan.

Southwest Airlines, 5/20/2021 Letter: Concerned with hotel guest rooms that overlook the airport with unobstructed sight angles of secure airside operations areas including the current VIP Aircraft Ramp Area. The location of this structure would likely require relocation of the VIP parking area to another portion of the airfield less suited for efficient airfield operations. The relocation of the VIP parking area could have a significant impact to air traffic operations causing delays to arrival and departure aircraft, impacting a substantial number of passengers (the Ripple Effect). This also adversely impacts the flight crews and airline crew scheduling. If a flight crew cannot finish the rest of their flight (due to crew rest requirements by the FAA), staffing and operational disruptions can ensue. The impact of these delays could continue to ripple across the country impacting flight crews, passengers, and the airlines. This was evident when the KLAS VIP parking area was located on the east side of the airport many years ago. At that time, it was due to these delays, negative national news media, impact to the flying public/airlines, and security concerns for VIP's, that the VIP parking area was moved to its present location on the west side of the airport. Concerned with the impact on aircraft operating under Visual Flight Rules (VFR), including helicopter traffic. Helicopter departure/arrival flight patterns may need to be adjusted by Air Traffic Operations. This could add additional "in-trail" spacing for helicopter arrival and departure flights. This could increase complexity and workload for ATC operations and may adversely impact safety and reduce airport capacity and throughput. If new Air Traffic procedures must be developed, changed or amended, we believe Safety Risk Management should be conducted prior to any approval of the proposed Hotel. In addition, there are concerns with impacts to FAA radar coverage, bright lights/lasers emitting from high density public areas, and encouragement of non-approved and malicious drone activity. Finally, Southwest is concerned with the height of cranes used during construction that could reduce airport capacity over a very lengthy construction timeline.

#### Supporting Documentation

Attachments to support the summaries provided above were submitted to Clark County Comprehensive Planning under separate cover:

- Federal Aviation Administration Airport District Office (FAA ADO) letter dated October 28, 2020
- TSA Aviation Security Impact Statement, McCarran International Airport (LAS)
- Excerpts from FEMA 1 October After-Action Report
- Helicopter Flight Tracks
- Sands Aviation Letter
- **Southwest Airlines Letter(s)**
- **Delta Air Lines Letter(s)**
- **American Airlines Letter(s)**
- **United Airlines Letter(s)**
- Allied Pilots Association Letter
- Air Line Pilots Association, International Letter
- Federal Aviation Administration Local Office (FAA ATC) e-mail dated February 8, 2021

#### **Staff Recommendation**

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

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

#### **PRELIMINARY STAFF CONDITIONS:**

##### **Current Planning**

If approved:

- 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;
- Prior to the issuance of building and grading permits, enter into a Performance Agreement with Clark County which includes a Decommissioning Plan specifying the actions to be taken by the Developer or County in the event construction of the project is stopped or abandoned;
- Bond or other form of financial security, acceptable to Clark County, shall be provided with the Performance Agreement as security of the full and complete fulfillment of the decommissioning actions identified in the Decommissioning Plan;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a 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 this application must commence within 2 years of approval date or it 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;
- Right-of-way dedication for Las Vegas Boulevard South to accommodate a proportionate share of a 200 foot wide right-of-way;
- Grant easements, if required;
- Applicant to execute and sign a License and Maintenance Agreement for any non-standard improvements within the right-of-way;
- Owner acknowledges that the proposed non-standard improvements (buildings, structures, and improvements) are within a portion of the area planned for a 200 foot wide right-of-way per Title 30 and the Clark County Transportation Element;
- Owners or its successors shall remove any non-standard improvements (buildings, structures, and improvements) related to this application at the direction of Public Works;
- Maintain the required width of all public access walkway segments so that a minimum Level of Service "C" is achieved under peak pedestrian volumes;
- Coordinate with Public Works - Traffic Management for the Las Vegas Boulevard improvement project;
- Dedicate any right-of-way and easements necessary for the Las Vegas Boulevard improvement project.
- Applicant is advised that off-site permits may be required, and 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.

#### **Department of Aviation**

- Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77;
- Applicant must also receive either a Permit from the Director of Aviation or a Variance from the Airport Hazard Areas Board of Adjustment (AHABA) prior to construction as required by Section 30.48 PART B of the Clark County Unified Development Code;
- No building permits should be issued until applicant provides evidence that a "Determination of No Hazard to Air Navigation" has been issued by the FAA;
- Incorporate exterior to interior noise level reduction into the building construction as required by Code for use;
- Provide a mitigation plan that addresses the security and safety concerns outlined under the analysis section and detailed in the attachments provided to Clark County Comprehensive Planning.
- Applicant is advised that the FAA's determination is advisory in nature and does not guarantee that a Director's Permit or an AHABA Variance will be approved; that FAA's airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as

determined by the FAA may change based on these comments; that the FAA's airspace determinations include expiration dates and that separate airspace determinations will be needed for construction cranes or other temporary equipment; 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 owners wish to have their buildings purchased or soundproofed.

**Building Department - Fire Prevention**

- 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; and to show on-site fire lane, turning radius, and turnarounds.

**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 #0319-2020 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

**TAB/CAC:**

**APPROVALS:** 2 cards, 1 letter

**PROTESTS:** 2 cards

**PLANNING COMMISSION ACTION:** December 15, 2020 – HELD – To 02/16/21 – per the applicant.

**PLANNING COMMISSION ACTION:** February 16, 2021 – HELD – To 03/16/21 – per the applicant.

**PLANNING COMMISSION ACTION:** March 16, 2021 – HELD – To 04/06/21 – per the applicant.

**PLANNING COMMISSION ACTION:** April 6, 2021 – HELD – To 05/04/21 – per the applicant.

**PLANNING COMMISSION ACTION:** May 4, 2021 – HELD – To 06/15/21 – per the applicant.

**PLANNING COMMISSION ACTION:** June 15, 2021 – HELD – To 07/06/21 – per the applicant.

**PLANNING COMMISSION ACTION:** July 6, 2021 – HELD – To 08/03/21 – per the applicant.

**PLANNING COMMISSION ACTION:** August 3, 2021 – HELD – To 09/07/21 – per the applicant.

**PLANNING COMMISSION ACTION:** September 7, 2021 – HELD – To 09/21/21 – per the applicant.

**PLANNING COMMISSION ACTION:** September 21, 2021 – HELD – To 10/05/21 – per the applicant.

**COUNTY COMMISSION ACTION:** May 5, 2021 – HELD – To 06/16/21 – per the applicant.

**COUNTY COMMISSION ACTION:** June 16, 2021 – HELD – To 07/21/21 – per the Board of County Commissioners.

**COUNTY COMMISSION ACTION:** July 21, 2021 – HELD – To 08/04/21 – per the applicant.

**COUNTY COMMISSION ACTION:** August 4, 2021 – HELD – To 09/22/21 – per the applicant.

**COUNTY COMMISSION ACTION:** September 22, 2021 – HELD – To 10/06/21 – per the applicant.

**APPLICANT:** 5051 SLV, LLC

**CONTACT:** DLR GROUP, 7290 W. 133RD STREET, OVERLAND PARK, KS 66213