

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

Petitioner: Sami Real, Director, Department of Comprehensive Planning

Recommendation: ORD-24-900273: Introduce an ordinance to consider adoption of a Development Agreement with Century Communities Nevada LLC for a single-family residential development on 14.0 acres, generally located east of Durango Drive and north of Agate Avenue within Enterprise. JJ/dw (For possible action)

FISCAL IMPACT:

None by this action.

BACKGROUND:

The Board of County Commissioners (Board) approved a land use application ZC-23-0729 for a single-family residential development on 14.0 acres, generally located east of Durango Drive and north of Agate Avenue within Enterprise. Conditions of approval included the developer and/or owner entering into a Development Agreement prior to any permits being issued in order to provide their fair-share contribution towards public infrastructure necessary to provide service in the southwest portion of the Las Vegas Valley.

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

Staff recommends the Board set a public hearing for August 7, 2024.

Cleared For Agenda
07/17/24

BILL NO. _____

SUMMARY - An ordinance to adopt the Development Agreement with Century Communities Nevada LLC for a single-family residential development on 14.0 acres, generally located east of Durango Drive and north of Agate Avenue within Enterprise.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH CENTURY COMMUNITIES NEVADA LLC FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT ON 14.0 ACRES, GENERALLY LOCATED EAST OF DURANGO DRIVE AND NORTH OF AGATE AVENUE WITHIN ENTERPRISE, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

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

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.06 of the Clark County Code, the Development Agreement with Century Communities Nevada LLC for a single-family residential development on 14.0 acres, generally located east of Durango Drive and north of Agate Avenue within Enterprise, is hereby adopted.

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

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

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

PROPOSED on the _____ day of _____, 2024

INTRODUCED by: _____

PASSED on the _____ day of _____, 2024

VOTE:

AYES: _____

NAYS: _____

ABSTAINING:

ABSENT:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
TICK SEGERBLOM, Chair

ATTEST:

Lynn Marie Goya, County Clerk

This ordinance shall be in force and effect from and after the _____ day
of _____ 2024.

APN(s): **176-21-101-010, 011, 015, 016 & 017**

Please Return to: Sami Real

Comprehensive Planning Department

1st Floor, Clark County Government Center

500 South Grand Central Parkway

Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK

AND

CENTURY COMMUNITIES NEVADA LLC

FOR

DURANGO & AGATE

ORD-24-900273

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into by and between the *County of Clark, State of Nevada* (hereinafter referred to as the "County") and **CENTURY COMMUNITIES NEVADA LLC** the Owner of the real property described on Exhibit "A" attached hereto (hereinafter referred to as the "Owner") and incorporated herein by reference.

SECTION 1 – DEFINITIONS

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

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

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

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

approval per **ZC-23-0729**, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.

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

SECTION 2 – RECITAL OF PREMISES, PURPOSE AND INTENT

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

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

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

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

2.02 Incorporation of Recitals. The foregoing recitals shall be deemed true and correct in all respects with respect to this Agreement and shall serve as the basis for the interpretation of this Agreement.

2.03 Permitted Uses, Density, Height and Size of Structures. Pursuant to NRS §278.0201 and the Code, this Agreement must set forth the maximum height and size of structures to be constructed on the Subject Property, the density of uses and the permitted uses of the land. County agrees the Project may be developed to the density and with the land uses set forth in the Land Use and Development Guide/Plan, along with the development standards set forth in the Concurrent Approvals and the Applicable Rules.

SECTION 3 – DEVELOPMENT OF THE PROJECT

3.01 Time for Construction and Completion of the Project. Subject to the terms of this Agreement and Applicable Rules, Owner shall have discretion as to the time of commencement, construction, phasing, and completion of any and all development of the Project. Nothing herein shall be construed to require the Owner to develop the Project or any part thereof.

3.02 Reliance on Concurrent Approvals and Applicable Rules. County hereby agrees that Owner will be permitted to carry out and complete the entire Project in accordance with the uses and densities set forth in the Concurrent Approvals subject to the terms and conditions of this Agreement and the Applicable Rules. Pursuant to the terms of this Agreement and subject to Owner's infrastructure obligations described in this Agreement, the development of the Project may proceed.

3.03 Air Quality Conformity. Owner acknowledges County has adopted an air quality plan and agrees to comply with the applicable provisions thereof, including any state and federal rules and regulations.

3.04 Dust Mitigation. Owner will educate Builders and contractors within the Project of the applicable rules of the Clark County Department of Air Quality & Environmental Management with respect to dust mitigation and will encourage compliance therewith.

3.05 Water Conservation. Owner agrees to encourage water conservation in the Project. Owner agrees to design any open space using the best available, water conserving techniques, including but not

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

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

SECTION 4 – PUBLIC FACILITIES

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

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

CHART 4.01-A PUBLIC FACILITIES CHART			
Type Of Development	Infrastructure Category		Total Per Unit
	Parks	Public Safety	
Single Family Dwelling Unit (per dwelling unit)	\$585.88	\$990.31	\$1,576.19
Multi Family Dwelling Unit (per dwelling unit)	\$585.88	\$970.99	\$1,556.87
Retail (per square foot gross floor area)	N/A	\$0.66	\$0.66
Office (per square foot gross floor area)	N/A	\$0.74	\$0.74
Industrial (per square foot gross floor area)	N/A	\$0.44	\$0.44
Hotel (per room)	N/A	\$991.91	\$991.91

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

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

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

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

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

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

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

SECTION 5 – REVIEW AND DEFAULT

- 5.01 Frequency of Reviews. As required by NRS §278.0205 and the Development Agreement Ordinance, at least once every twenty-four (24) months during the Term of this Agreement, Owner shall provide and County shall review in good faith a report submitted by Owner documenting the extent of Owner's and County's material compliance with the terms of this Agreement during the preceding twenty-four (24) months. If at the time of review an issue not previously identified in writing is required to be addressed, the review, at the request of either party, shall be continued to afford sufficient time for response.

- 5.02 Opportunity to be Heard. County and Owner shall be permitted an opportunity to be heard orally and in writing before the County Commission regarding their performance under this Agreement in the manner set forth in Development Agreement Ordinance.

- 5.03 Procedures in the Event of Noncompliance. In the event of any noncompliance with any provision of this Agreement, the party alleging such noncompliance shall deliver to the other in writing a courtesy notice, not less than thirty (30) calendar days prior to declaring a default under this Agreement. The time of notice shall be measured from the date of post mark which may be sent by regular mail.

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

- (a) County Procedures

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

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

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

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

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

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

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

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

SECTION 6 – CONFLICTING LAWS

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

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

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

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

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

SECTION 7 – GENERAL PROVISIONS

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

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

7.03 Assignment.

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

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

7.04 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS §278.0205 and Section 5 of this Agreement, this Agreement may be amended from time to time or canceled only upon the mutual written agreement of the parties hereto; provided however, that to the extent this Agreement expires pursuant to Section 7.02 above.

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

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

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

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

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

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

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

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

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

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

[signatures appear on following page]

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

COUNTY:

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

Attest:

By: _____
Tick Segerblom, Chair

Lynn Marie Goya, County Clerk

OWNER:
JOE GENOVESE
PRINT OWNER NAME

ENTITY NAME:
CENTURY COMMUNITIES OF NV, LLC
PRINT ENTITY NAME

By: [Signature]
Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 31st day of May, 2024,

by Joe Genovese
(Printed Name of Document Signer)

NOTARY PUBLIC

[Signature]
Signature

My Commission expires: 02-18-25



Exhibit "A"
Legal Description

(see next page for attachment)

TRI-CORE SURVEYING, LLC
6753 WEST CHARLESTON BLVD.
LAS VEGAS, NV 89146

File: Lgl_Durango-Agate.doc
By: ML
Date: April 24, 2023
Page 1 of 1

EXPLANATION

THIS LEGAL DESCRIPTION DESCRIBES PARCELS OF LAND GENERALLY LOCATED AT THE NORTHEAST CORNER OF DURANGO DRIVE AND AGATE AVENUE.

LEGAL DESCRIPTION

APN 176-21-101-010

THE NORTH HALF (N ½) OF THE SOUTHWEST (SW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA;

TOGETHER WITH:

APN 176-21-101-011

THE NORTHWEST QUARTER (NW¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA;

EXCEPTING THEREFROM THOSE PORTIONS AS CONVEYED TO CLARK COUNTY BY DEED RECORDED OCTOBER 3, 1983 IN BOOK 1813, AS DOCUMENT NO. 1772551, OFFICIAL RECORDS.

TOGETHER WITH:

APN 176-21-101-015

THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA;

EXCEPTING THEREFROM THOSE PORTIONS AS CONVEYED TO CLARK COUNTY BY DEED RECORDED APRIL 22, 1971 IN BOOK 184 AS DOCUMENT NO. 146475, OF OFFICIAL RECORDS.

TOGETHER WITH:

APN 176-21-101-016

THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA;

A.P.N.'s 176-21-101-010, 011, 015, 016 & 017

File: \Lgl_Durango-Agate.doc

Page 2 of 2

TOGETHER WITH:

APN 176-21-101-017

THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M. CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

Exhibit "B"
Development Agreement Owner Correspondence

Exhibit "B"
Development Agreement Owner/Applicant Correspondence

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

Address all Correspondence as follows:

Owner

Century Communities Nevada, LLC

6345 S. Jones Blvd Ste# 400

Las Vegas, NV 89118

Applicant/Correspondent

LR Nelson Consulting Engineers

6765 W. Russell Road Ste#200

Las Vegas, NV 89118

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

(see next page for attachments)

SINGLE FAMILY RESIDENTIAL DEVELOPMENT
(TITLE 30)

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST
ZC-23-0729-ROOHANI KHUSROW FAMILY TRUST:

ZONE CHANGE to reclassify 14.0 acres from an R-E (Rural Estates Residential) Zone and an R-E (Rural Estates Residential) (RNP-I) Zone to an R-2 (Medium Density Residential) Zone.

WAIVERS OF DEVELOPMENT STANDARDS for the following: **1)** increase wall height; **2)** establish alternative yards for residential lots; **3)** street landscaping; **4)** eliminate landscaping adjacent to a less intensive use; and **5)** reduce the width of a local (public) street.

DESIGN REVIEWS for the following: **1)** hammerhead street design; **2)** single family residential development; and **3)** finished grade.

Generally located on the northeast corner of Durango Drive and Agate Avenue within Enterprise (description on file). JJ/md/syp (For possible action)

RELATED INFORMATION:

APN:

176-21-101-010; 176-21-101-011; 176-21-101-015 through 176-21-101-017

WAIVERS OF DEVELOPMENT STANDARDS:

1. Increase wall height to a maximum of 12 feet (6 foot screen wall with a 6 foot retaining wall) where a maximum height of 9 feet (6 foot screen wall with a 3 foot retaining wall) is permitted per Section 30.64.050 (a 33.3% increase).
2. Establish alternative yards for single family residential Lot 37 and Lot 74 where yards are established per Section 30.56.
3.
 - a. Allow alternative street landscaping (5 foot wide landscape area with 5 foot wide detached sidewalk) along Agate Avenue where landscaping per Figure 30.64-17 is required.
 - b. Allow alternative street landscaping, including a 5 foot wide attached sidewalk, along Raven Avenue where a detached sidewalk and street landscaping per Figure 30.64-17 is required.
 - c. Reduce street landscaping to zero feet along a portion of Durango Drive where 15 feet of landscaping is required behind an existing attached sidewalk per Section 30.64.030.
4.
 - a. Eliminate landscaping adjacent to a less intensive use (single family residential development) along the north property line where landscaping is required per Figure 30.64-11.

- b. Eliminate a portion of landscaping along the east property line adjacent to a less intensive use (single family residence) where landscaping is required per Figure 30.64-11.
5. Reduce the width of a local (public) street (Raven Avenue) to 47 feet where a minimum width of 60 feet is required per Chapter 30.52 (a 21.7% reduction).

DESIGN REVIEWS:

1. Allow streets terminating in a hammerhead design where a radius cul-de-sac per Uniform Standard Drawing is preferred per Section 30.56.080.
2. Single family residential development.
3. Increase finished grade up to 228 inches where a maximum of 36 inches is the standard per Section 30.32.040 (a 533% increase).

PROPOSED LAND USE PLAN:

ENTERPRISE - MID-INTENSITY SUBURBAN NEIGHBORHOOD (UP TO 8 DU/AC)

BACKGROUND:

Project Description

General Summary

- Site Address: N/A
- Site Acreage: 14
- Number of Lots: **105**
- Density (du/ac): **7.5**
- Minimum/Maximum Lot Size (square feet): **3,325/6,781** (gross and net)
- Project Type: Single family residential development
- Number of Stories: 2
- Building Height (feet): 25
- Square Feet: 1,675 to 2,114

History & Request

A single family residential development with R-2 zoning consisting of 50 lots on 7 acres with a density of 7.2 dwelling units per acre was approved via NZC-22-0137 by the Board of County Commissioners (BCC) in June 2022 for the south portion, APNs 176-21-101-015 through 176-21-101-017, of the project site. A corresponding tentative map and vacation and abandonment application was also approved by the BCC in conjunction with NZC-22-0137. The applicant is now requesting to add APNs 176-21-101-010 and 176-21-101-011 to the previously approved subdivision into a single project. Furthermore, the applicant is requesting a zone boundary amendment to reclassify 14 acres from R-E and R-E (RNP-I) to an R-2 zoning district for a single family residential development consisting of **105** lots. Application PA-23-700037 is the corresponding plan amendment for the subject property requesting to change the land use categories from Ranch Estate Neighborhood (RN), Neighborhood Commercial (NC), and Corridor Mixed-Use (CM) to Mid-Intensity Suburban Neighborhood (MN).

Site Plans

The plans depict a single family residential development consisting of **105** lots on 14 acres with a density of 7.5 dwelling units per gross acre. **The width of lots 47 through 56 has been increased from 35 feet to 45 feet, resulting in the loss of 2 single family lots.** The minimum and maximum lot sizes are 3,325 and 6,781 square feet, respectively. Access to the site is granted via a 44 foot wide north/south private street (Street A) that connects to Agate Avenue, a public street. **A crash gate for emergency vehicles is provided along the 44 foot wide north/south private street (Street B), between Lots 59 and 60, restricting access to Raven Avenue, a public street.** Five foot wide attached sidewalks are provided on 1 side of the north/south private streets. A waiver of development standards is requested to reduce the width of Raven Avenue to 47 feet. The interior street network of the development consists of two, 54 foot wide east/west private streets (Avenues A and B) terminating into hammerhead designs necessitating a design review. A 5 foot wide attached sidewalk is located on 1 side of the east/west private streets. Lot 37 and Lot 74, located at the northwest and northeast portions of the site, immediately south of Avenue B, require a waiver of development standards to establish alternative yards. The residence on lot 37 will be constructed so that the front of the house faces east and the residence on Lot 74 will be constructed so that the front of the house faces west. The front yard for Lot 37 will be located between the house and the east property line. The front yard for Lot 74 will be located between the house and the west property line. A 10 foot side street corner, and a driveway length of 20 feet, will be maintained for both lots. All single family residential lots are oriented towards the interior private streets within the subdivision with the exception of Lots 1 through Lot 12 and Lots 96 through Lot 105, with access to Agate Avenue. A 5 foot wide attached sidewalk is located at the northeast corner of the site, along Lots 62 through Lot 67 adjacent to Raven Avenue. A 5 foot wide detached sidewalk is located along the south portion of the site, adjacent to Lots 1 through Lot 12 and Lots 96 through Lot 105, along Agate Avenue. A 5 foot wide detached sidewalk is located along the southwest corner of the site, in proximity to Lot 12 and Lot 13, adjacent to Durango Drive, transitioning into an existing 5 foot wide sidewalk, located along the northwest corner of the site, in proximity to Lot 36 and Common Element A. The increase in finished grade above 6 feet occurs over the entirety of the site due to existing contours, drainage patterns, and sewer service issues. Due to the significant depth of the wash impacting the site, the increase in finished grade may be up to 19 feet, oriented in an east/west direction along Avenue B.

Landscaping

The plans depict a street landscape area, including a 5 foot wide detached sidewalk, measuring 10 feet in width along Agate Avenue. A 6 foot wide landscape area, located behind a 5 foot wide attached sidewalk, is located along the northeast corner of the site, adjacent to Raven Avenue. The street landscape areas consist of trees, shrubs, and groundcover and require a waiver of development standards for alternative street landscaping. A 15 foot landscape area, including a 5 foot wide detached sidewalk, is located at the southwest corner of the site, along Durango Drive. The detached sidewalk transitions into an existing 5 foot wide attached sidewalk, located at the northwest corner of the site, adjacent to Durango Drive. A landscape area measuring between 25 feet to 72 feet in width is located behind the existing attached sidewalk. A waiver of development standards is required to eliminate a portion of the street landscaping along the northwest corner of the site, measuring 90 linear feet, along Durango Drive due to the existing drainage channel. The street landscape area along Durango Drive consists of trees, shrubs, and groundcover. An open space area, Common Element A, is located at the northwest corner of the site along Durango Drive

and measures 5,400 square feet in area. An open space area, Common Element B, is located at the southeast corner of the site and measures 3,960 square feet in area. A 10 foot wide sidewalk is centrally located within this common area, connecting Avenue A to Agate Avenue. A waiver of development standards is required to increase wall height to a maximum of 12 feet (6 foot screen wall with a 6 foot retaining wall) along the east, north and west property lines of the development, due to the substantial amount of grading required for the site. No landscaping is provided along the northwest property line, between Lots 47 through Lot 58 that are adjacent to the existing R-1 single family residential development to the north. A waiver of development standards is requested to eliminate landscaping adjacent to the less intensive being the adjacent R-1 single family residential development. A waiver is also required to eliminate a portion of the required landscaping along the northeast property line, adjacent to the existing single family residence zoned R-E(RNP-I). A 20 foot wide landscape area with 24 inch box trees, measuring 125 feet in length, is located between the east property line of Common Element B and the existing single family residence to the east. Approximately 170 linear feet along the east property line of Common Element B adjacent to the single family residence will not feature landscaping due to a 20 foot wide drainage easement.

Elevations

The plans depict 2 story model homes with a maximum height up to 25 feet. The proposed models consist of a pitched, concrete tile roof featuring stucco siding, decorative foam for trim, and accents. Some of the models also include decorative stone veneer.

Floor Plans

The plans depict 2 story homes with multiple floor plans ranging from 1,675 square feet to 2,114 square feet. The models feature multiple bedrooms, bathrooms, kitchen, and a living room. All models feature 2 car garages.

Applicant's Justification

The applicant states there are existing residential neighborhoods with R-1, R-2 and R-3 zoning surrounding the site. A zone change to R-2 is consistent with the surrounding improvements in the area. Due to the topography of the property, the applicant is requesting screen wall heights to a maximum of 6 feet and retaining wall heights of a maximum of 6 feet with a total wall height of 12 feet. The increase in wall height is caused by certain grading areas that require substantial height of retaining. The increase of retaining wall height primarily occurs along the east, north and west property lines. Alternative yard standards are requested for Lot 36 and Lot 74 as these lots feature side loaded garages. The house on Lot 37 will be built so that the front of the house faces east and the house on Lot 74 will be built so that the front of the house faces west. The front yard for Lot 37 will be between the house and the east property line and the front yard for Lot 74 will be between the house and the west property line. A 10 foot street side setback will be maintained. The applicant justifies the reduced street width for Raven Avenue as it will not extend west to Durango Drive and will have very minimal traffic use with this development. Raven Avenue provides secondary public access through the site. It is also requested that the cul-de-sac be reduced to a stub street since adequate and alternative access is provided through the site while maintaining utility access to the development to the north. The applicant is requesting to allow a detached sidewalk with 5 feet of landscaping in lieu of a 15 foot wide street landscape area along Agate Avenue. A waiver is also requested to allow a 5 foot wide attached sidewalk with 6 feet of

street landscaping along Raven Avenue. The landscape plans illustrate a 20 foot wide landscape area in Common Element B adjacent to the R-E (RNP-I) zoned property at the northeast corner of the site. However, for drainage purposes, the landscaping has been placed along the west property line instead of along the east property line, in that northeast location. The applicant states 4 hammerhead cul-de-sacs are utilized to maximize efficiency due to the irregular topographic shape of the property. This will lead the site design to be compatible with the properties to the north, south, and east of the development site. The hammerheads will not impact on-site parking space requirements where 235 parking spaces are required and the site accommodates 378 parking spaces. All lots will have the required 20 foot driveway length. The hammerheads will not impact any size of lots, all lots exceed the required 3,300 square feet minimum lot size. The differential on the cross section over the entire site may exceed 6 feet due to existing contours, drainage patterns, and sewer service issues. There is an existing large deep wash traversing the site that creates the need for fill over 36 inches. Due to the significant depth of the wash impacting the site, fill requirements will not exceed 19 feet in wash areas. The site will be elevated to work with the civil engineering constraints and the site will not be artificially elevated to enhance views.

Prior Land Use Requests

Application Number	Request	Action	Date
NZC-22-0137	Reclassified the south half of the site from R-E to R-2 zoning	Approved by BCC	June 2022
VS-22-0138	Vacated and abandoned easements and rights-of-way	Approved by BCC	June 2022
TM-22-500045	50 single family residential lots on the south half of the site	Approved by BCC	June 2022

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North	Mid-Intensity Suburban Neighborhood (up to 8 du/ac) & Ranch Estate Neighborhood (up to 2 du/ac)	R-1 & R-E (RNP-I)	Single family residential
South	Mid-Intensity Suburban Neighborhood (up to 8 du/ac)	R-2	Single family residential
East	Ranch Estate Neighborhood (up to 2 du/ac) & Compact Neighborhood (up to 18 du/ac)	R-E (RNP-I) & R-3	Single family residential
West	Compact Neighborhood (up to 18 du/ac) & Corridor Mixed-Use	R-2 & R-3	Single family residential & multiple family residential

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

Related Applications

Application Number	Request
PA-23-700037	A plan amendment to redesignate the land use categories from Ranch Estate Neighborhood (RN), Neighborhood Commercial (NC), and Corridor Mixed-Use (CM) to Mid-Intensity Suburban Neighborhood (MN) is a companion item on this agenda.
TM-23-500152	A tentative map for 105 single family residential lots is a companion item on this agenda.
VS-23-0730	A request to vacate and abandon government patent easements, a drainage easement, and rights-of-way is a companion item on this agenda.

STANDARDS FOR APPROVAL:

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

Analysis

Comprehensive Planning

Zone Change

The intent of the R-2 zoning district is to provide for the development of compact single family residential uses and to prohibit the development of incompatible uses that are detrimental to the residential environment. The proposed zoning is compatible with the density and intensity of the single family residential developments to the west and south, which are in an R-2 zone. Immediately to the southeast of the project site is an existing single family residential development, within an R-3 zoning district, with a slightly higher density and intensity. Staff finds the proposed zoning complies with Goal 1.1 of the Master Plan which encourages opportunities for diverse housing options to meet the needs of residents of all ages, income levels and abilities. Furthermore, the proposal complies with Policy 1.3.2 that encourages a mix of housing options, both product types and unit sizes, within larger neighborhoods and multiple family developments. Therefore, staff recommends approval.

Waivers of Development Standards

According to Title 30, the applicant shall have the burden of proof to establish that the proposed request is appropriate for its existing location by showing that the uses of the area adjacent to the property included in the waiver of development standards request will not be affected in a substantially adverse manner. The intent and purpose of a waiver of development standards is to modify a development standard where the provision of an alternative standard, or other factors which mitigate the impact of the relaxed standard, may justify an alternative.

Waiver of Development Standards #1

The walls and increased grade are needed to balance the site for drainage and sewer issues, and not to improve the views for future residents. Furthermore, the difference in grade within the site necessitates the installation of the requested retaining walls. However, since staff is not supporting waivers of development standards #2 through #4, and the design reviews, staff cannot support this request.

Waiver of Development Standards #2

The request to establish alternative yards within the proposed development applies to Lots 37 and Lot 76, located at the northwest and northeast portions of the site, immediately south of Avenue B, which terminates in a hammerhead street design. The residence on Lot 37 will be constructed so that the front of the house faces east and the residence on Lot 74 will be constructed so that the front of the house faces west. The front yard for Lot 37 will be located between the house and the east property line. The front yard for the for Lot 76 will be located between the house and the west property line. A 10 foot side street corner and a driveway length of 20 feet will be maintained for both lots. Staff finds the proposed alternative yards should have minimal to no impact on the proposed subdivision. However, since staff is not supporting the waivers of development standards and design review requests associated with this proposal, staff recommends denial.

Waiver of Development Standards #3

Staff finds the proposed alternative landscaping along Agate Avenue, consisting of a 5 foot wide detached sidewalk located behind a 5 foot wide landscape area, reasonable. The proposed landscape plan illustrates that a minimum of 2 trees for each lot fronting on Agate Avenue will be planted behind the detached sidewalk. The waiver of development standards cannot function independently of the design reviews, which staff is not supporting; therefore, staff recommends denial of this request.

Staff recognizes the fact that attached or detached sidewalks do not exist along the northeast portion of the development, adjacent to Raven Avenue. Although the applicant is proposing a 6 foot wide street landscape area, in conjunction with an attached 5 foot wide sidewalk adjacent to Raven Avenue, staff cannot support this request as it is a self-imposed burden.

Staff has no objection to reducing a portion of the street landscape area along Durango Drive, adjacent to the existing drainage channel. Additional street landscaping, measuring between 25 feet to 72 feet in width, is located immediately to the south and north of the drainage channel. However, since staff is not supporting the design reviews for the proposed development, staff cannot support this request.

Waiver of Development Standards #4

The intent to require landscaping adjacent to a less intensive residential use is to mitigate the impact a higher density residential use may have on the adjacent properties. Staff finds the proposed 20 foot wide landscape area, located along the northeast portion of the project site between Common Element B and the single family residence to the east, should provide some mitigation. However, staff finds the request to eliminate the landscape buffer along the north property line, between Lots 47 through Lot 61, and the adjacent R-1 zoned single family residential development, a self-imposed burden. Therefore, staff cannot support this request.

Design Review #1

Staff is concerned with the proposed hammerhead design being utilized for the termination of the private streets within the subdivision. The hammerhead design encourages additional on-street parking, making it difficult for vehicular maneuverability. The hammerhead design potentially impedes vehicular maneuverability and access for emergency vehicles within the portion of the subdivision servicing Lot 37 and Lot 47 (west end of Avenue B), Lot 65 and Lot 74 (east end of

Avenue B), Lot 13 and Lot 36 (west end of Avenue A), and Lot 75, Lot 76, and Lot 95 (east end of Avenue A). Staff finds the applicant has not provided compelling justification for the proposed street designs; therefore, cannot support this request.

Design Review #2

Architectural enhancements, including varying rooflines, are provided on all sides of the proposed residences. Staff finds that the design of the residences and the overall site comply with Policy 1.3.1 of the Master Plan which encourages the integration of varied housing models, architectural styles, streetscapes, common landscape areas, and other character-defining features that contribute to a distinct neighborhood identity. Although the proposed subdivision does provide pedestrian connections to Raven Avenue and Agate Avenue, pedestrian access is not provided to Durango Drive. To further improve pedestrian circulation, staff recommends a condition to provide pedestrian access to Durango Drive. However, since staff is not supporting the waivers of development standards and design review #1, staff recommends denial of this request.

Public Works - Development Review

Waiver of Development Standards #5

Staff has no objection to reducing the width of Raven Avenue since that portion of the street is only for this subdivision.

Design Review #1

Public Works cannot support the access to Raven Avenue from Street B being cut off and turned into emergency access only. Having multiple access points to the subdivision will allow for better traffic flow, while minimizing the amount of traffic on Agate Avenue. Additionally, without access, Raven Avenue will become a road to nowhere, and not utilized for its intended use can create safety issues within the public right-of-way.

Design Review #3

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

Staff Recommendation

Approval of the zone change, waiver of development standards #5, and design review #3; denial of waivers of development standards #1 through #4, and design reviews #1 and #2. This item has been forwarded to the Board of County Commissioners for final action.

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

STAFF CONDITIONS:

Public Works - Development Review

If approved:

- **30 days to submit a Separate Document to the Map Team for the required right-of-way dedications and any corresponding easements for any collector street or larger;**
- **90 days to record required right-of-way dedications and any corresponding easements for any collector street or larger.**

PLANNING COMMISSION ACTION: January 16, 2024 – APPROVED – Vote: Aye: Castello, Frasier, Lee, Mujica, Stone, Kilarski Nay: Kirk

Comprehensive Planning

- No Resolution of Intent and staff to prepare an ordinance to adopt the zoning;
- Expunge NZC-22-0137 and TM-22-500045;
- Provide pedestrian access to Durango Drive;
- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that the County has adopted a rewrite to Title 30 effective January 1, 2024, and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that the waivers of development standards and design reviews must commence within 4 years of approval date or they will expire.

Public Works - Development Review

- Drainage study and compliance;
- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Section 30.32.040(a)(9) are needed to mitigate drainage through the site;
- Traffic study and compliance;
- Full off-site improvements;
- Right-of-way dedication to include 25 feet to the back of curb for Agate Avenue, 17 feet for Raven Avenue, and 45 feet to the back of curb for Durango Drive;
- Clark County Fire Prevention approval of the Raven Avenue terminus;
- Coordinate with Public Works - Development Review for the design and termination of Raven Avenue;
- Arch culvert to be privately maintained by the Homeowners Association;
- Provide an easement to Clark County - Public Works through the private streets for maintenance of the drainage facility;
- Provide vehicular access to the drainage facility located to the east of this subdivision.
- Applicant is advised that approval of this application will not prevent Public Works from requiring an alternate design to meet Clark County Code, Title 30, or previous land use

approvals; and that the installation of detached sidewalks will require the vacation of excess right-of-way, dedication to back of curb and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control.

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email sewerlocation@cleanwaterteam.com and reference POC Tracking #0122-2023 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

TAB/CAC: Enterprise - approval of the zone change with a reduction to R-1 zoning; denial of the waivers of development standards and design reviews (install passive amenities in the open areas; 10,000 square foot or greater lots abutting Ranch Estates; single story homes abutting established single story homes; architectural features to be similar on all 4 building elevations; terrace and landscape any combination of retaining wall over 9 feet adjacent to public right-of-way; all streets to be public streets; change Public Works bullet #5 to the following: right-of-way to include 25 feet to back of curb for Agate Avenue, 25 feet for Raven Avenue and 45 feet to the back of curb for Durango Drive; delete Public Works bullets #6 through #9).

APPROVALS: 4 cards

PROTESTS: 22 cards, 8 letters

PLANNING COMMISSION ACTION: December 19, 2023 – HELD – To 01/16/24 – per the applicant.

APPLICANT: CENTURY COMMUNITIES

CONTACT: AIMEE ENGLISH, TRITON ENGINEERING, 6765 W. RUSSELL ROAD, SUITE 200, LAS VEGAS, NV 89118



Department of Comprehensive Planning

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

Sami Real, Director

NOTICE OF FINAL ACTION

March 04, 2024

AIMEE ENGLISH
TRITON ENGINEERING
6765 W. RUSSELL ROAD, SUITE 200
LAS VEGAS, NV 89118

REFERENCE: ZC-23-0729

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

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of **February 21, 2024**. The final decision along with any conditions are listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

APPROVED.

CONDITIONS OF APPROVAL - Comprehensive Planning

- **No Resolution of Intent and staff to prepare an ordinance to adopt the zoning;**
- **Lots 47 through 56 limited to single story homes;**
- **Expunge NZC-22-0137 and TM-22-500045;**
- **Provide pedestrian access to Durango Drive;**
- **Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;**
- **Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.**
- **Applicant is advised that the County has adopted a rewrite to Title 30 effective January 1, 2024, and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that the waivers of development standards and design reviews must commence within 4 years of approval date or they will expire.**

BOARD OF COUNTY COMMISSIONERS

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



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Sami Real, Director

Public Works - Development Review

- Applicant to conduct a traffic signal warrant analysis for the intersection of Durango Drive and Agate Avenue;
- If a traffic signal is warranted, applicant to design and construct traffic signal at Durango Drive and Agate Avenue;
- Drainage study and compliance;
- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Section 30.32.040(a)(9) are needed to mitigate drainage through the site;
- Traffic study and compliance;
- Full off-site improvements;
- 30 days to submit a Separate Document to the Map Team for the required right-of-way dedications and any corresponding easements for any collector street or larger;
- 90 days to record required right-of-way dedications and any corresponding easements for any collector street or larger;
- Right-of-way dedication to include 25 feet to the back of curb for Agate Avenue, 17 feet for Raven Avenue, and 45 feet to the back of curb for Durango Drive;
- Clark County Fire Prevention approval of the Raven Avenue terminus;
- Coordinate with Public Works - Development Review for the design and termination of Raven Avenue;
- Arch culvert to be privately maintained by the Homeowners Association;
- Provide an easement to Clark County - Public Works through the private streets for maintenance of the drainage facility;
- Provide vehicular access to the drainage facility located to the east of this subdivision.
- Applicant is advised that approval of this application will not prevent Public Works from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approvals; and that the installation of detached sidewalks will require the vacation of excess right-of-way, dedication to back of curb and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control.

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email sewerlocation@cleanwaterteam.com and reference POC Tracking #0122-2023 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

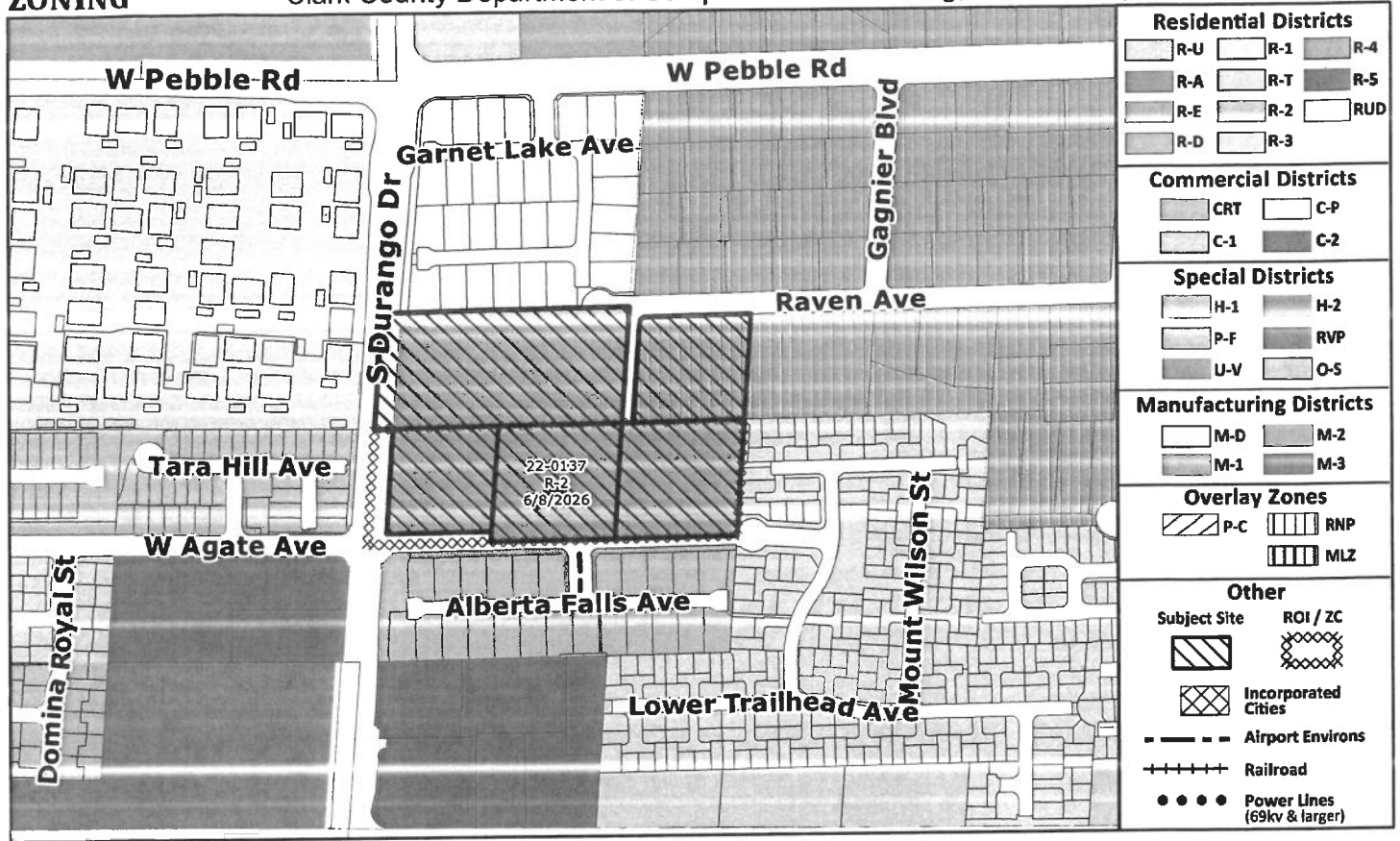
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Commission Agenda Map

ZC-23-0729

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)
 17621101015
 17621101011
 17621101017

See complete list on file

