

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

Petitioner: Sami Real, Director, Department of Comprehensive Planning

Recommendation: ORD-23-900339: Conduct a public hearing on an ordinance to consider adoption of a Development Agreement with Mak Zak LLC (a Nevada Limited Liability Company), Khusrow Roohani Family Trust, Jones Ford Lindell LLC (a Nevada Limited Liability Company), and ZSKSMAZ Township Family Trust for a single family residential development on 16.9 acres, generally located north of Silverado Ranch Boulevard and east of Arville Street within Enterprise. JJ/jm (For possible action)

FISCAL IMPACT:

None by this action.

BACKGROUND:

The Board of County Commissioners (Board) approved a land use application NZC-22-0381 for a single family residential development on 16.9 acres, generally located north of Silverado Ranch Boulevard and east of Arville Street 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 conduct a public hearing.

BILL NO. 9-20-23-1

SUMMARY - An ordinance to adopt a Development Agreement with Mak Zak LLC (a Nevada Limited Liability Company), Khusrow Roohani Family Trust, Jones Ford Lindell LLC (a Nevada Limited Liability Company), and ZSKSMAZ Township Family Trust for a single family residential development on 16.9 acres, generally located north of Silverado Ranch Boulevard and east of Arville Street within Enterprise.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT A DEVELOPMENT AGREEMENT WITH MAK ZAK LLC (A NEVADA LIMITED LIABILITY COMPANY), KHUSROW ROOHANI FAMILY TRUST, JONES FORD LINDELL LLC (A NEVADA LIMITED LIABILITY COMPANY), AND ZSKSMAZ TOWNSHIP FAMILY TRUST FOR A SINGLE FAMILY RESIDENTIAL DEVELOPMENT ON 16.9 ACRES, GENERALLY LOCATED NORTH OF SILVERADO RANCH BOULEVARD AND EAST OF ARVILLE STREET WITHIN ENTERPRISE, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

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

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.20 of the Clark County Code a Development Agreement with Mak Zak LLC (a Nevada Limited Liability Company), Khusrow Roohani Family Trust, Jones Ford Lindell LLC (a Nevada Limited Liability Company), and ZSKSMAZ Township Family Trust for a single family residential development on 16.9 acres, generally located north of Silverado Ranch Boulevard and east of Arville Street 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 _____, 2023

INTRODUCED by: _____

PASSED on the _____ day of _____, 2023

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 _____ 2023.

APN(s): 177-19-801-017, -018, & 177-19-802-022

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

Mak Zak LLC (a Nevada Limited Liability Company), Khusrow Roohani Family Trust, Jones Ford Lindell LLC (a Nevada Limited Liability Company), & ZSKSMAZ Township Family Trust

FOR

ARVILLE & GARY

ORD-23-900339

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 **Mak Zak LLC (a Nevada Limited Liability Company), Khusrow Roohani Family Trust, Jones Ford Lindell LLC (a Nevada Limited Liability Company), & ZSKSMAZ Township Family Trust** 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 **NZC-22-0381**, 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 Chapter 30.20 of the Clark County Unified Development Code (Title 30) along with any other Chapters of the Clark County Code that are relevant to this Agreement.
- (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
	Parks	Public Safety¹	
Single Family Dwelling Unit (per dwelling unit)	\$532.93	\$900.81	\$1433.74
Multi Family Dwelling Unit (per dwelling unit)	\$532.93	\$883.24	\$1416.17
Retail (per square foot gross floor area)	N/A	\$0.60	\$0.60
Office (per square foot gross floor area)	N/A	\$0.67	\$0.67
Industrial (per square foot gross floor area)	N/A	\$0.40	\$0.40
Hotel (per room)	N/A	\$902.27	\$902.27
¹ Fees only for Fire; no Metro			

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 on the day and year first above written, as authorized by Ordinance No. 1579 of the Clark County Code, to be effective on the date shown in Section 2.01(c).

COUNTY:

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

Attest:

By: _____
James B. Gibson, Chair

Lynn Marie Goya, County Clerk

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the _____ day of _____, _____,

By _____, Chair of the Board of County Commissioners, County of Clark,
State of Nevada

NOTARY PUBLIC

Signature

My Commission expires: _____

OWNER: MAKZAK LLC.
PRINT OWNER NAME

ENTITY NAME: KHUSROU ROOHANI Mgr
PRINT ENTITY NAME

By: K. R. Roohani
Owner Signature

ACKNOWLEDGMENT:

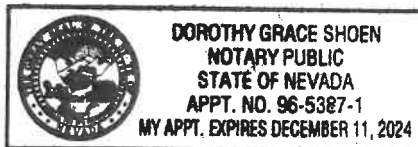
STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 28th day of August, 2023,
by Khusrou Roohani
(Printed Name of Document Signer)

NOTARY PUBLIC

Dorothy Grace Shoen
Signature

My Commission expires: 12-11-24



KHUSROW ROOHANI FAMILY
PRINT OWNER NAME TRUST

KHUSROW ROOHANI TRILSTEE
PRINT ENTITY NAME

By: K. Roohani
Owner Signature

ACKNOWLEDGMENT:

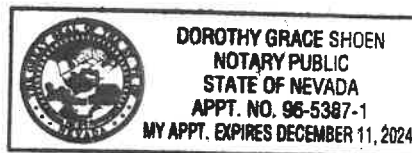
STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 28th day of August, 2023,
by Khusrav Roohani
(Printed Name of Document Signer)

NOTARY PUBLIC

Dorothy Grace Shoen
Signature

My Commission expires: 12-11-2024



OWNER:

ENTITY NAME:

OWNER:

UMER MALIK (Manager)
PRINT OWNER NAME

ENTITY NAME:

Jones Ford Lindell LLC
PRINT ENTITY NAME

By: *Umer Malik*
Owner Signature

ACKNOWLEDGMENT:

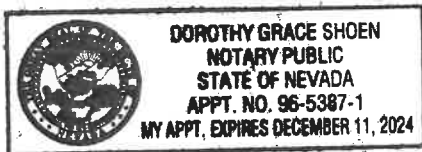
STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 30th day of August, 2023,
by Umer Malik
(Printed Name of Document Signer)

NOTARY PUBLIC

Dorothy Grace Shoen
Signature

My Commission expires: 12-11-2024



OWNER:

Umer Malik

PRINT OWNER NAME

ENTITY NAME:

ZSKSMZ Township Family Trust

PRINT ENTITY NAME

By:

Umer Zaidi

Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA)

)ss:

COUNTY OF CLARK)

This instrument was acknowledged before me on the 30th day of August, 2023,

by Umer Malik

(Printed Name of Document Signer)

NOTARY PUBLIC

Dorothy Grace Shoen

Signature

My Commission expires: 12-11-24

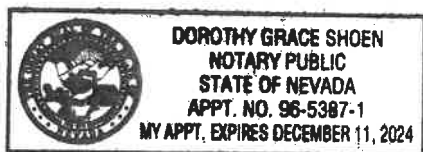


Exhibit “A”
Legal Description

(see next page for attachment)

WALLACE MORRIS KLINE SURVEYING, LLC
Land Survey Consulting

APN: PORTIONS OF 177-19-801-017, 018, AND 177-19-802-022

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS THE BOUNDARY OF A PARCEL OF LAND BEING INCLUDED WITHIN A DEVELOPMENT AGREEMENT FOR THE "ARVILLE AND GARY" PROJECT. THIS DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED TO BE USED TO TRANSFER TITLE PRIOR TO FULL COMPLIANCE WITH THE PROVISIONS OF N.R.S. CHAPTER 278.

DESCRIPTION

THAT PORTION OF THE SOUTH HALF (S1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTH HALF (S1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 19;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 19, SOUTH 89°18'08" WEST, 55.36 FEET;

THENCE DEPARTING THE SOUTHERLY LINE OF SAID SECTION 19, NORTH 00°41'52" WEST, 50.00 FEET TO THE **POINT OF BEGINNING** ON THE NORTHERLY RIGHT-OF-WAY LINE OF SILVERADO RANCH BOULEVARD AS DEDICATED PER OR:20081009:03114;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SILVERADO RANCH BOULEVARD, SOUTH 89°18'08" WEST, 837.05 FEET;

THENCE DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SILVERADO RANCH BOULEVARD, NORTH 00°57'27" WEST, 228.60 FEET;

THENCE SOUTH 89°02'33" WEST, 87.00 FEET;

THENCE NORTH 00°57'27" WEST, 366.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GARY AVENUE AS GRANTED PER OR:316:275922;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GARY AVENUE AND THE EASTERLY PROJECTION THEREOF, NORTH 89°02'33" EAST, 934.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HINSON STREET AS DEDICATED PER OR:20200311:00975;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID HINSON STREET, THE FOLLOWING THREE (3) COURSES:

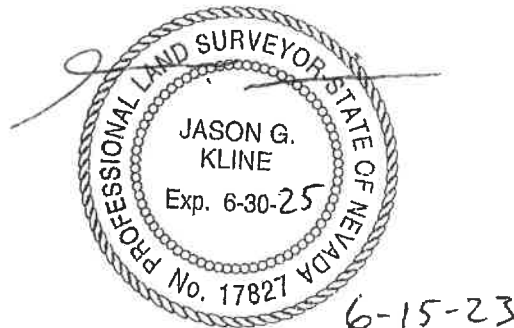
- 1) CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 15.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 89°59'04", AN ARC LENGTH OF 23.56 FEET;
- 2) THENCE SOUTH 00°58'23" EAST, 558.39 FEET;
- 3) THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 25.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°16'31", AN ARC LENGTH OF 39.39 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 12.53 ACRES, MORE OR LESS.

BASIS OF BEARINGS

NORTH 00°58'23" WEST, BEING THE BEARING OF THE EAST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF IN FILE 204, PAGE 57 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.

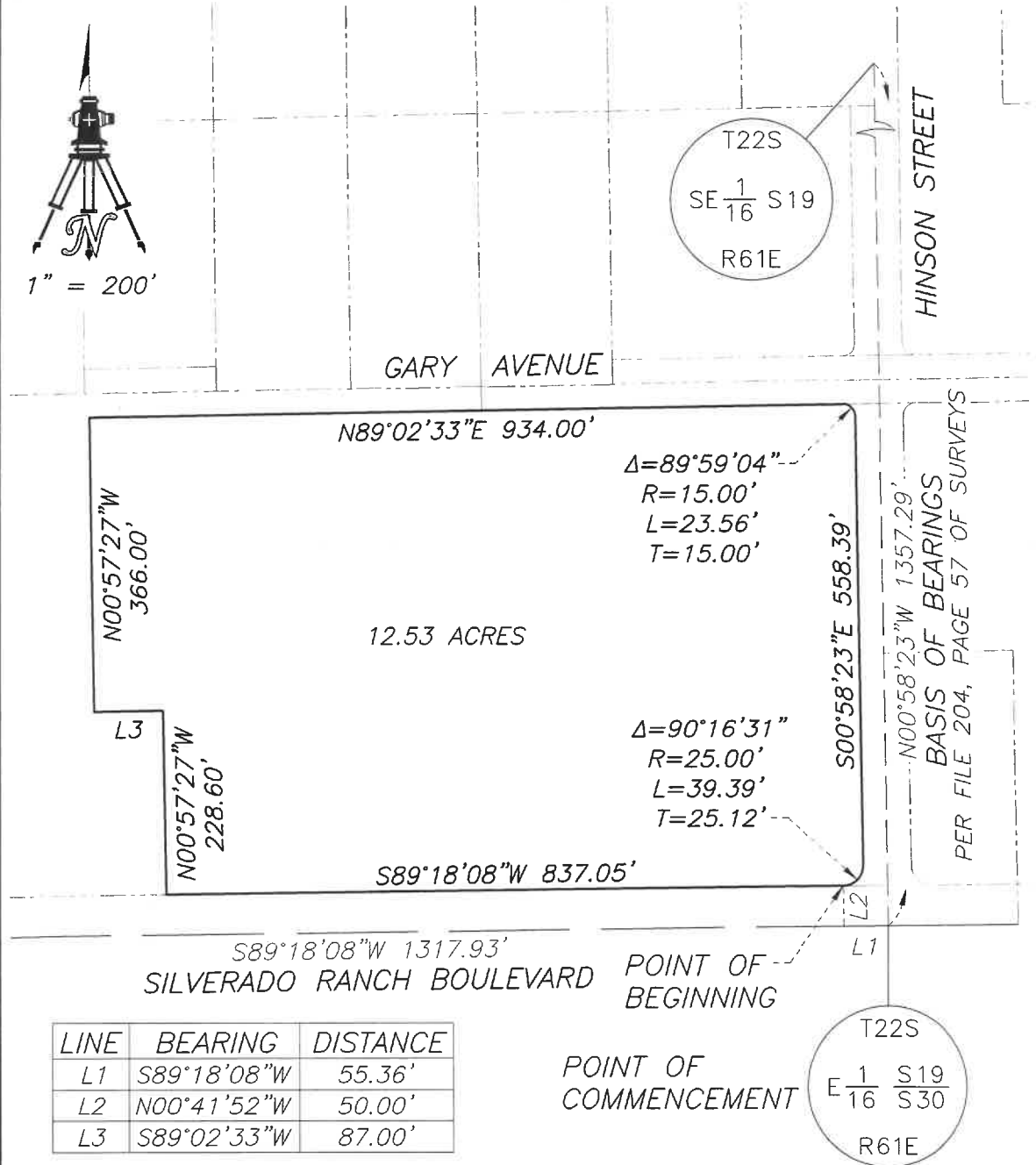
JASON G. KLINE, PLS
NEVADA LICENSE NO. 17827



APN: PORTIONS OF 177-19-801-017, 018, AND 177-19-802-022
EXHIBIT TO ACCOMPANY DEVELOPMENT AGREEMENT



1" = 200'



P:\WWD\22048\DWG\EXHIBITS\22048-DA01.DWG

WALLACE MORRIS KLINE
SURVEYING, LLC.
LAND SURVEY CONSULTING

6525 W. WARM SPRINGS RD.
#100, LAS VEGAS, NV 89118

EXHIBIT "B"

LYING WITHIN THE SOUTHEAST QUARTER
(SE1/4) OF SECTION 19, TOWNSHIP 22 SOUTH,
RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA

PAGE 1 OF 1

KBH2202

May 9, 2022

RE: Legal Description for Arville and Gary
160 lots; 16.73+/- acres; APN: 177-19-802-022, 177-19-801-017, -018

The land referred to herein below is situated Las Vegas, in the county of Clark, State of Nevada, and is described as follows:

APN: 176-19-802-022

The west half (W 1/2) of the northeast quarter (NE 1/4) of the southwest quarter (SW 1/4) of the southwest quarter (SW 1/4) of the southeast quarter (SE 1/4) of section 19, township 22 south, range 61 east, M.D.M.

And

The northwest quarter (NW 1/4) of southwest quarter (SW 1/4) of the southwest quarter (SW 1/4) of the southeast quarter (SE 1/4) of section 19 township 22 south, range 61 east, M.D.M.

Excepting therefrom that portion as dedicated in the document recorded April 18, 2005 in book 20050418, as instrument no. 02219, of official records.

And

The east half (E 1/2) of the southwest quarter (SW 1/4) of the southwest quarter (SW 1/4) of the southwest quarter (SW 1/4) of the southeast quarter (SE 1/4) of section 19, township 22 south, range 61 east, M.D.M.

Excepting therefrom that portion as dedicated in the document recorded October 9, 2008 in book 20081009, as instrument no. 03114, of official records.

And

The southeast quarter (SE 1/4) of the southwest quarter (SW 1/4) of the southwest quarter (SW 1/4) of the southeast quarter (SE 1/4) of section 19, township 22 south, range 61 east, M.D.M.

Excepting therefrom that portion as dedicated in the document recorded October 9, 2008 in book 20081009, as instrument no. 03114, of official records.

And

The northeast quarter (NE 1/4) of the southeast quarter (SE 1/4) of the southwest quarter (SW 1/4) of the southeast quarter (SE 1/4) of section 19, township 22 south, range 61 east, M.D.M.

Excepting therefrom that portion as dedicated in the document recorded February 25, 2009 in book 20090225, as instrument no. 02261, of official records.

Also excepting therefrom that portion as dedicated in the document recorded March 11, 2020, as instrument no. 20200311-0000975, of official records.

And

The east half (E 1/2) of the northwest quarter (NW 1/4) of the southeast quarter (SE 1/4) of the southwest quarter (SW 1/4) of the southeast quarter (SE 1/4) of section 19, township 22 south, range 61 east, M.D.M.

Excepting therefrom that portion as dedicated in the document recorded February 25, 2009 in book 20090225, as instrument no. 02261, of official records.

And

The south half (S 1/2) of the southeast quarter (SE 1/4) of the southwest quarter (SW 1/4) of the southeast quarter (SE 1/4) of section 19, township 22 south, range 61 east, M.D.M.

Excepting therefrom that portion as dedicated in the document recorded October 9, 2008 in book 20081009, as instrument no. 03114, of official records.

Also excepting therefrom that portion as dedicated in the document recorded March 11, 2020, as instrument no. 20200311-0000975, of official records.

APN: 177-19-801-017

The east half (E 1/2) of the northeast quarter (NE 1/4) of the southwest quarter (SW 1/4) of the southwest quarter (SW 1/4) of the southeast quarter (SE 1/4) of section 19, township 22 south, range 61 east, M.D.B. and M., Clark County, Nevada.

APN: 177-19-801-018

The west half (W 1/2) of the northwest quarter (NW 1/4) of the southeast quarter (SE 1/4) of the southwest quarter (SW 1/4) of the southeast quarter (SE 1/4) of section 19, township 22 south, range 61 east, M.D.B & M., Clark County, Nevada.

Exhibit “B”
Development Agreement Owner Correspondence

Exhibit “B”
Development Agreement Owner/Applicant Correspondence

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

Address all Correspondence as follows:

Owner

Mak Zak, LLC, a Nevada Limited Liability Company
9500 Hillwood Drive, 2nd floor
Las Vegas, NV 89134

Applicant/Correspondent

Christa Bilbrey - KB Home
5795 Badura Ave., Suite 150
Las Vegas, NV 89118

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

Khusrow Roohani, Trustee to the Khusrow Roohani Family Trust, et al
9500 Hillwood Drive, 2nd floor
Las Vegas, NV 89134

Applicant/Correspondent

Christa Bilbrey - KB Home
5795 Badura Ave., Suite 150
Las Vegas, NV 89118

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

Jones Ford Lindell LLC, a Nevada Limited Liability Company
9500 Hillwood Drive, 2nd floor
Las Vegas, NV 89134

Applicant/Correspondent

Christa Bilbrey - KB Home
5795 Badura Ave., Suite 150
Las Vegas, NV 89118

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

ZSKSMAZ Township Family Trust

9500 Hillwood Drive, 2nd floor

Las Vegas, NV 89134

Applicant/Correspondent

Christa Bilbrey - KB Home

5795 Badura Ave., Suite 150

Las Vegas, NV 89118

Exhibit “C”
Agenda Sheet, Notice of Final Action, and Agenda Map

(see next page for attachments)

12/07/22 BCC AGENDA SHEET

SINGLE FAMILY RESIDENTIAL
DEVELOPMENT
(TITLE 30)

UPDATE
ARVILLE ST/SILVERADO RANCH BLVD

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

NZC-22-0381-ROOHANI KHUSROW FAMILY TRUST:

AMENDED HOLDOVER ZONE CHANGE to reclassify 13.0 acres (previously notified as 16.8 acres) from an R-E (Rural Estates Residential) Zone to an RUD (Residential Urban Density) Zone on a 16.9 acre site.

WAIVERS OF DEVELOPMENT STANDARDS for the following: **1)** reduce setback (no longer needed); **2)** reduce open space; and **3)** street intersection off-set.

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

Generally located on the east side of Arville Street and the north side of Silverado Ranch Boulevard within Enterprise (description on file). JJ/md/jo (For possible action)

RELATED INFORMATION:

APN:

177-19-801-017; 177-19-801-018; 177-19-802-022 ptn

WAIVERS OF DEVELOPMENT STANDARDS:

1. Reduce the rear yard setback to 6 feet where a minimum setback of 15 feet is required per Table 30.40-2 (a 60% reduction) (no longer needed).
2. Reduce the required open space to 22,052 square feet (previously notified as 25,467 square feet) where a minimum of 23,800 square feet (previously notified as 32,000 square feet) is required per Table 30.40-2 (a 7.4% reduction).
3. Reduce street intersection off-set to 110 feet where 125 feet is required per Chapter 30.52 (a 12% reduction).

DESIGN REVIEWS:

1. Single family residential development.
2. Increase finished grade to 56 inches (previously notified as 74 inches) where a maximum of 36 inches is the standard per Section 30.32.040 (a 75.7% increase).

LAND USE PLAN:

ENTERPRISE - BUSINESS EMPLOYMENT

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

BACKGROUND:

Project Description

General Summary

- Site Address: N/A
- Site Acreage: **13 (residential development)/3.9 (future development)**
- Number of Lots: **119 (single family residential)/1 (future development)**
- Density (du/ac): **9.2**
- Minimum/Maximum Lot Size (square feet): **3,150/4,830**
- Project Type: Single family residential development
- Number of Stories: 2
- Building Height (feet): 21.5 to 28
- Square Feet: 1,590 to 2,482
- Open Space Required/Provided (square feet): **23,800/22,054**

Neighborhood Meeting Summary

This request is for a nonconforming zone change to reclassify **13** acres from an R-E zoning district to an RUD zoning district to allow a single family residential development. The applicant conducted a neighborhood meeting on May 31, 2022, as required by the nonconforming zone boundary amendment process. The required meeting notices were mailed to the neighboring property owners within 1,500 feet of the project site. Three people attended the meeting and did not express any concerns or objections with the proposed development.

Previously submitted Site Plans

The **previously submitted plans depicted** a single family residential development consisting of 160 lots on 16.8 acres with a density of 9.6 dwelling units per gross acre with minimum and maximum lot sizes of 3,030 square feet and 4,797 square feet, respectively. The primary ingress and egress to the proposed development was provided by the following: 1) a 43 foot wide east/west private street (Street A) connecting to Arville Street; 2) a 43 foot wide east/west private street (Street D) connecting to Hinson Street; and 3) a 43 foot wide north/south private street (Street C) connecting to Gary Avenue. Five foot wide attached sidewalks were provided on 1 side of the private streets (A through D) serving the interior of the development. Five foot wide detached sidewalks were provided along Arville Street and Silverado Ranch Boulevard, and 5 foot wide attached sidewalks were provided along Gary Avenue and Hinson Street.

The development required 32,000 square feet of open space where 25,467 square feet of open space was provided, necessitating a waiver of development standards. The open space area (Common Element A) was centrally located within the project site dividing 2 rows of residences, Lot 142 through Lot 160 and Lot 121 through Lot 141. The open space area measures a minimum of 25 feet in width with a linear length of 669 feet. An open space area measuring 2,739 square feet was located immediately to the west of Lot 142 and adjacent to Private Street B.

A waiver of development standards was requested to reduce the rear yard setback for Lot 1 through Lot 7, Lot 51 through Lot 56, and Lot 57 through Lot 59. A third waiver of development standards was requested to reduce the street intersection off-set to 110 feet from

Silverado Ranch Boulevard to Private Street D. The increase in finished grade will predominantly occur within the eastern portion of the proposed development.

Revised Site Plans

The revised plans depict a single family residential development consisting of 119 lots on 13 acres with a density of 9.2 dwelling units per gross acre. The remaining 3.9 acre portion of the site, to the west of the proposed subdivision, will remain as a single lot zoned R-E with no proposed development plans at this time. The minimum and maximum lot sizes are 3,150 square feet and 3,439 square feet respectively. The primary ingress and egress to the proposed development is provided by the following: 1) a 43 foot wide east/west private street (Street B) connecting to Hinson Street; and 2) a 43 foot wide north/south private street (Street D) connecting to Gary Avenue. Five foot wide attached sidewalks are provided on 1 side of the private streets, A through D, serving the interior of the development. A 5 foot wide detached sidewalk is provided along Silverado Ranch Boulevard for the 13.1 acre portion of the site being developed. Five foot wide attached sidewalks are provided along Gary Avenue and Hinson Street.

The proposed development requires 23,800 square feet of open space where 22,052 square feet of open space is provided, necessitating a waiver of development standards. The open space area (Common Element A) is centrally located within the project site dividing 2 rows of residences, Lot 107 through Lot 119 and Lot 95 through Lot 106. The open space area measures a minimum of 25 feet in width with a linear length of 494 feet. An open space area measuring 4,987 square feet area, which is part of the overall open space provided, is located immediately to the east of Lot 95 and to the west of private street D.

The previously requested waiver of development standards to reduce the rear yard setback is no longer required. A second waiver of development standards is required to reduce the street intersection off-set to 110 feet from Silverado Ranch Boulevard to Private Street B. The increase in finished grade will predominantly occur within the eastern portion of the proposed development.

Previously submitted Landscaping

The previously submitted plans depict a 15 foot wide landscape area, including a 5 foot wide detached sidewalk, adjacent to Arville Street and Silverado Ranch Boulevard with twenty-four inch box trees planted 20 feet on center, and shrubs and groundcover. The development required 32,000 square feet of open space where 25,467 square feet of open space was provided, necessitating a waiver of development standards.

Revised Landscaping

The revised plans depict a 15 foot wide landscape area, including a 5 foot wide detached sidewalk, adjacent to the 13 acre portion of the site being developed. Street landscaping will be provided along Arville Street at the time the remaining 3.9 acre portion of the site is developed. The proposed development requires 23,800 square feet of open space where 22,052 square feet of open space is provided, necessitating a waiver of development standards.

Elevations

The plans depict 2 story model homes with a height ranging from 21.5 feet to 28 feet. The proposed models consist of a pitched, concrete tile roof featuring stucco siding, stone veneer, and varying rooflines. Architectural enhancements are featured on all elevations including window fenestration, faux shutters, and stucco pop-outs.

Floor Plans

The plans depict 2 story homes with multiple floor plans ranging from 1,590 square feet to 2,482 square feet. The models feature multiple bedrooms, bathrooms, dining room, kitchen, and a gathering room. All models feature 2 car garages.

Applicant's Justification

The usable open space is dispersed evenly throughout the site with a 25 foot paseo and centrally located park area. It is intended to have the open space easily accessible by the homeowners and isolate the privately maintained open space from the public view along Arville Street and Silverado Ranch Boulevard. The open space provided will include a covered picnic area, benches, and usable turf. In addition, dog waste stations will be provided throughout the neighborhood. The applicant believes the amenities provided will be sufficient for the neighborhood since most all lots have a minimum 525 square feet of private open space provided within the enclosed yard areas on each lot.

The street intersection off-set is justified as Silverado Ranch Boulevard is a 100 foot wide public right-of-way while **Private Street B** is a 43 foot wide private street within the proposed development. **Private Street B** is the first street inside the development and the homes along the north side of the street will have direct access to Hinson Street; therefore, an entry was placed to limit direct access for the lots closest to Silverado Ranch Boulevard. These lots are approximately 95 feet deep with an additional 15 foot landscape area adjacent to Silverado Ranch Boulevard, creating the request for the reduced intersection off-set. The land use and lot sizes are in conformance with the zoning requirements of the Development Code and the adjacent properties; therefore, the applicant believes this request is reasonable.

The topography of the subject property falls from the west to the east, and upon review of the grading and drainage for this site, there is a **56 inch** grade difference within the eastern internal portion of the site. The Clark County Regional Flood Control District has mapped a drainage basin boundary through the center of the subject parcels which divides the drainage to the north and south. The division of the drainage will require a highpoint at the mid-point of the project; therefore, raising the internal fill required for the site. With the final design of the subject property, Westwood Professional Services will coordinate throughout the development process to make the elevation difference along the property boundary, as well as where any existing washes are filled, as minimal as possible.

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North	Business Employment & Mid-Intensity Suburban Neighborhood (up to 8 du/ac)	R-E	Undeveloped

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
South	Compact Neighborhood (up to 18 du/ac)	R-E, R-2, & R-3	Undeveloped & single family residential
East	Mid-intensity Suburban Neighborhood (up to 8 du/ac)	R-E	Undeveloped
West	Business Employment & Public Use	C-2 & P-F	National Guard Readiness Center

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

Related Applications

Application Number	Request
VS-22-0382	A request to vacate right-of-way and patent easements is a companion item on this agenda.
TM-22-500129	A tentative map for a 119 lot single family residential development is a companion item on this agenda.

STANDARDS FOR APPROVAL:

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

Analysis

Current Planning

Zone Change

The applicant shall provide Compelling Justification that approval of the nonconforming zoning boundary amendment is appropriate. A Compelling Justification means the satisfaction of the following criteria as listed below:

- 1. A change in law, policies, trends, or facts after the adoption, readoption or amendment of the land use plan that have substantially changed the character or condition of the area, or the circumstances surrounding the property, which makes the proposed nonconforming zone boundary amendment appropriate.*

The applicant states the current zoning of R-E (Rural Estates Residential) was established for areas suited to low density residential uses with consideration for raising crops and a limited number of animals. Per the Demographics section of the 2014 Enterprise Land Use Plan, there was an increase of over 154,000 persons in Enterprise from 2000 to 2014 or approximately 700 percent growth over those 14 years. Future projections show Enterprise will continue to have population growth and a demand for single family detached housing. As of 2014, more than 72 percent of the housing in Enterprise was single family detached versus less than 60 percent for the Las Vegas Valley Urban Area. The applicant is proposing Residential Urban Density District (RUD) zoning, which was established to provide compact single family residential use and allows a suitable density for the surrounding area to support the continual growth of Enterprise.

Immediately to the north of the proposed subdivision are undeveloped parcels zoned R-E with a planned land use of Business Employment and Mid-Intensity Suburban Neighborhood. To the west of the project site is an undeveloped C-2 zoned parcel with a planned land use of Business Employment. Farther to the west, across Arville Street, is a P-F zoned parcel containing the National Guard Readiness Center. To the east of the proposed development are undeveloped parcels zoned R-E with a planned land use of Mid-Intensity Suburban Neighborhood. To the south of the project site, across Silverado Ranch Boulevard, is a 44 acre single family residential development zoned R-2 and R-3 with a planned land use of Compact Neighborhood and Mid-Intensity Suburban Neighborhood. Immediately to the west of the 44 acre single family residential development is a previously approved 7.6 acre single family attached (townhouse) project (currently undeveloped) zoned R-3 (ZC-21-0496).

2. *The density and intensity of the uses allowed by the nonconforming zoning is compatible with the existing and planned land uses in the surrounding area.*

The applicant indicates there are existing residential neighborhoods with either R-E or R-2 zoning in all directions surrounding the proposed site. This project provides a good transition from commercial zoned properties at the corner of Silverado Ranch Boulevard and Arville Street with the lower densities to the east. A zone change to RUD will blend with the surrounding existing and planned communities.

To the south of the project site, across Silverado Ranch Boulevard, is an existing single family residential development zoned R-2 and R-3. The R-2 zoned portion of the development consists of 34.2 acres with a density of 5.6 dwelling units per acre (single family residences). The R-3 zoned portion of the development consists of 9.9 acres with a density of 11.7 dwelling units per acre (townhouses). The existing single family residential development has a planned land use of Compact Neighborhood and Mid-Intensity Suburban Neighborhood. Immediately to the west of the R-2 and R-3 zoned single family residential development is a previously approved (ZC-21-0496) single family attached (townhouse) project (currently undeveloped) zoned R-3 with a density of 11.5 dwelling units per acre and a planned land use of Compact Neighborhood. To the west of the project site, across Arville Street, the planned land use is largely Public Use and developed with the National Guard Readiness Center and 0.82 acres of developed Neighborhood Commercial.

3. *There will not be a substantial adverse effect on public facilities and services, such as roads, access, schools, parks, fire and police facilities, and stormwater and drainage facilities, as a result of the uses allowed by the nonconforming zoning.*

The applicant states a technical analysis will be done for the drainage and water/sewer facilities before the Civil Improvement Plans are submitted. The Police Department, School District, and Fire Department that service this area have been contacted for the preparation of the reports which are required for the nonconforming zone change.

There has been no indication from service providers that this request will have a substantial adverse effect on public facilities and services. The school district has indicated this development would generate 27 additional elementary school students, 15 middle school students, and 21 high school students. Furthermore, the school district has indicated that

Ortwein Elementary School and Tarkanian Middle School are under capacity by 97 and 223 students, respectively. The school district has indicated that Desert Oasis High School is over capacity by 651 students.

4. *The proposed nonconforming zoning conforms to other applicable adopted plans, goals, and policies.*

The applicant states the southern area of the Las Vegas Valley currently demands additional residential homes with pedestrian friendly neighborhoods, which the proposed community will provide. Given that this community is not gated and many of the homes face the perimeter streets, it allows for inter-connected neighborhoods with future development. Home construction incorporates sustainable features such as Energy Star certification, installation of Water Sense and Water Smart products, and drought tolerant landscaping in the front yards. The area is also a family friendly atmosphere and thrives alongside many lifestyle options to accommodate the diverse population and provide opportunities for diverse housing options to meet the needs of residents of all ages, income levels, and abilities such as first time homebuyers and move-up buyers, bringing younger families to the area that will be walking to schools and serving nearby commercial centers.

Staff finds the proposed development complies with Goal 1.1 of the Master Plan that encourages opportunities for diverse housing options to meet the needs of residents of all ages, income levels and abilities. **The existing single family residential development to the south was approved for 5.6 and 11.7 dwelling units per acre, respectively. Staff finds the project 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.**

Summary

Zone Change

Staff finds that there is a trend changing the character and condition of the area which makes this request appropriate. The density and intensity of the proposed project are consistent and compatible with existing and planned developments in this area. There has been no indication that the proposed project will have an adverse impact on public services or facilities in the area. The applicant has provided a sufficient compelling justification for this nonconforming zone boundary amendment request. However, since staff is not supporting the associated waiver of development standards and design review with this request, staff cannot support the nonconforming zone boundary amendment.

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

No longer needed.

Waiver of Development Standards #2

The open space provided within the proposed development is **1,748 square feet less** than what is required per Code requirements. The typical lot size within the development is 3,325 square feet; therefore, staff finds the required open space can be provided by **eliminating 1 lot**. The request to reduce the open space within the development is a self-imposed burden. Staff finds the applicant has not provided sufficient justification for this request; therefore, recommends denial.

Design Review #1

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. However, staff is concerned with the reduction to the required open space within the development, in addition to the configuration of the open space. The open space provided within the proposed development is **1,748 square feet less** than what is required per Code requirements. Furthermore, the configuration of the open space divides 2 rows of residences, **Lot 107 through Lot 119 and Lot 95 through Lot 106** creating a canyon affect. The open space area measures 25 feet in width, and has a linear length of **494 feet**, which could potentially create defensible space issues for law enforcement. The proposed configuration of the open space is not practical and is partially isolated from the remainder of the development. Staff finds the open space should have a unified design, either through a series of connected green space areas within the subdivision or a centrally located area within the development that is both visible and easily accessible for all residents; therefore, staff cannot support the design review associated with this request.

Public Works - Development Review

Waiver of Development Standards #3

Staff cannot support this request to reduce the intersection off-set between Street D and Silverado Ranch Boulevard along Hinson Street. Silverado Ranch Boulevard is a major arterial street with direct access to I-15 less than three-quarters of a mile east of the subject site, further increasing traffic volumes. Staff finds that Hinson Street will be the main access to the subdivision as it is closest to I-15. Therefore, it is imperative the minimum intersection off-set distance is exceeded to help prevent collisions with both traffic to this subdivision but also for the future development north and east of the subject site.

Design Review #2

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

Department of Aviation

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

Staff Recommendation

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

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

STAFF CONDITIONS:**Current Planning**

If approved:

- Resolution of Intent to complete in 4 years;
- 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 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 new application for a nonconforming zone boundary amendment may be required in the event the building program and/or conditions of the subject application are proposed to be modified in the future; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; and that 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.

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 30 feet for Gary Avenue and associated spandrel;
- 30 days to coordinate with Public Works - Design Division and to dedicate any necessary right-of-way and easement for the Silverado Ranch Boulevard improvement project;

- 30 days to coordinate with Public Works - Design Division and to dedicate any necessary right-of-way and easement for the Silverado Ranch Detention Basin improvement project;
- If required by the Regional Transportation Commission (RTC), dedicate and construct right-of-way for bus turnout including passenger loading/shelter areas on the north side of Silverado Ranch Boulevard as close as practical to the west side of Hinson Street in accordance with RTC standards.
- 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 and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control or execute a License and Maintenance Agreement for non-standard improvements in the right-of-way.

Department of Aviation

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

Fire Prevention Bureau

- No comment.

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 #0006-2022 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

TAB/CAC: Enterprise - denial.

APPROVALS: 4 cards

PROTESTS: 2 letters

PLANNING COMMISSION ACTION: August 16, 2022 – HELD – To 09/06/22 – per the applicant.

PLANNING COMMISSION ACTION: September 6, 2022 – DENIED – Vote: Aye: Kirk, Frasier, Kilarski, Nguyen, Lee Nay: Stone, Castello

COUNTY COMMISSION ACTION: September 21, 2022 – HELD – To 10/04/22 – per the applicant.

COUNTY COMMISSION ACTION: October 4, 2022 – HELD – To 11/02/22 – per the applicant.

COUNTY COMMISSION ACTION: November 2, 2022 – HELD – To 12/07/22 – per the applicant.

APPLICANT: CHRISTA BILBREY

CONTACT: WESTWOOD PROFESSIONAL SERVICES, 175 BERKELEY ST, BOSTON, MA 02116



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

December 19, 2022

WESTWOOD PROFESSIONAL SERVICES
175 BERKELEY ST
BOSTON, MA 02116

REFERENCE: NZC-22-0381

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 **December 07, 2022** 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

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BOARD OF COUNTY COMMISSIONERS

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



Department of Comprehensive Planning

500 S Grand Central Pkwy • Box 551741 • Las Vegas NV 89155-1741
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Nancy A. Amundsen, Director

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BOARD OF COUNTY COMMISSIONERS

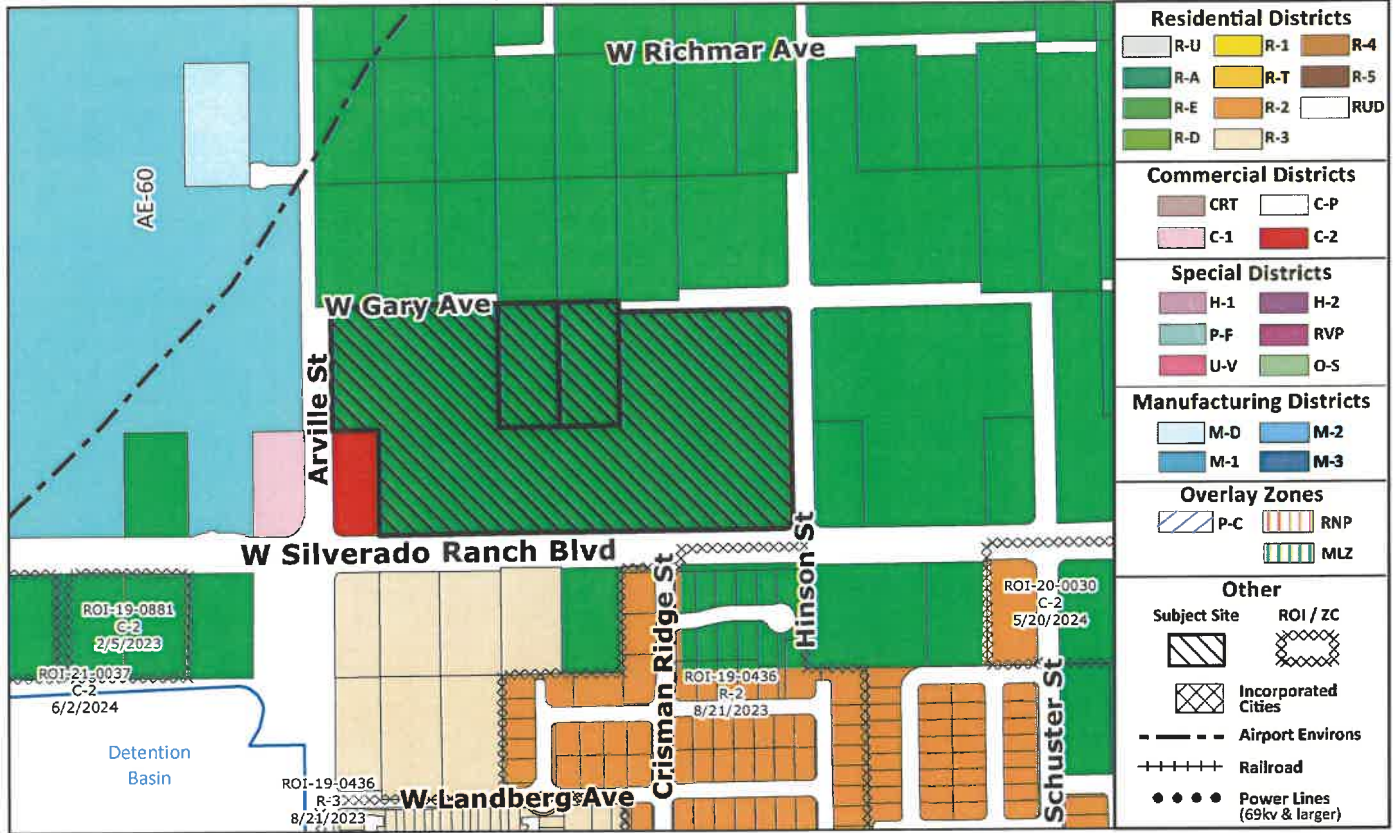
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MICHAEL NAFT • MARILYN KIRKPATRICK • TICK SEGERBLOM • ROSS MILLER • WILLIAM MCCURDY II
KEVIN SCHILLER, County Manager

Commission Agenda Map

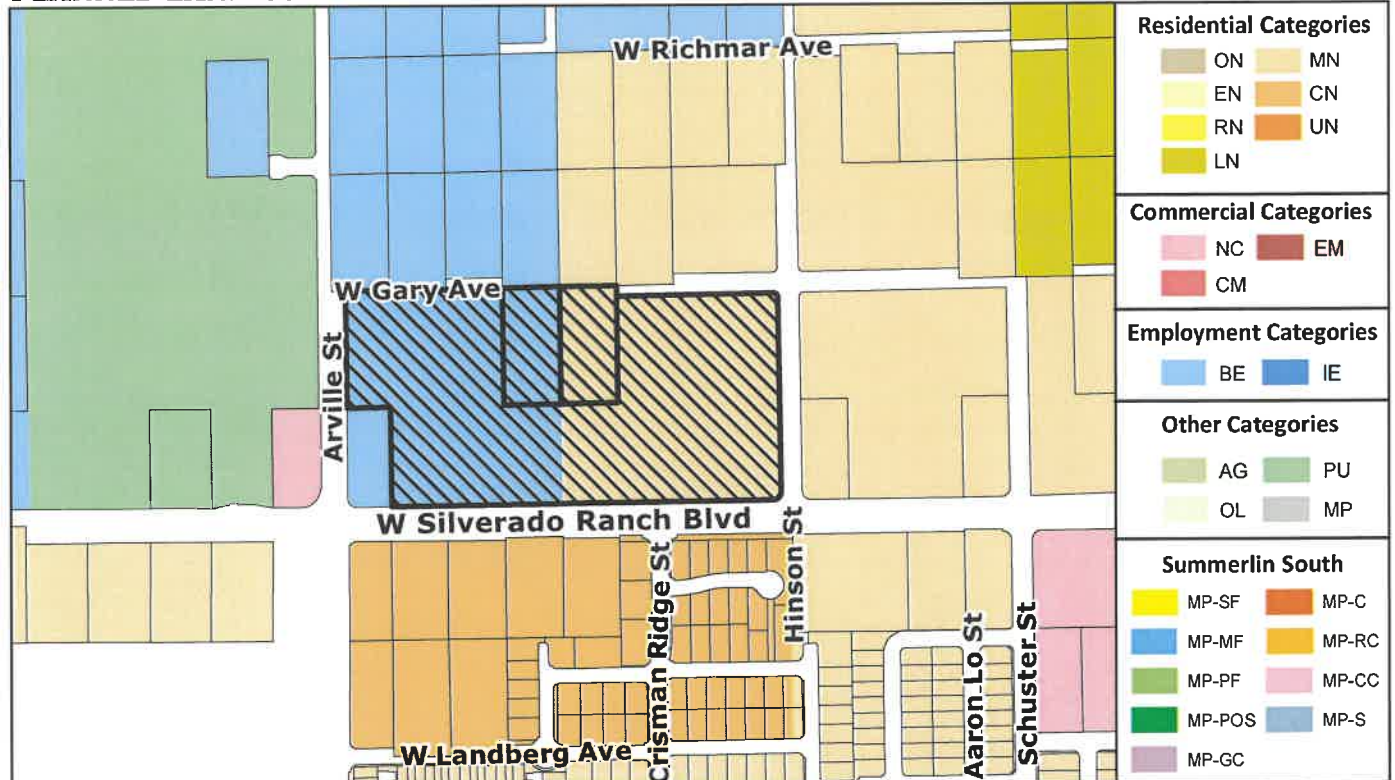
NZC-22-0381

ZONING

Clark County Department of Comprehensive Planning, Clark County, Nevada



PLANNED LAND USE



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

Subject Parcel(s)
17719801017
17719801018
17719802022



0 125 250 500 Feet
Map Created on 6/23/2022



ASSESSOR'S PARCELS - CLARK COUNTY, NV.
Briana Johnson - Assessor

NOTES

This map is for assessment use only and does NOT represent a survey.
No liability is assumed for the accuracy of the data delineated herein.
Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.
This map is compiled from official records including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE/FEET WHEN MAP REDUCED FROM 1:10,000 ORIGINAL

0 100 200 300 400 500 600 700 800

MAP LEGEND

- Parcel Boundary
- Sub Boundary
- PMAD Boundary
- Road Easement
- Match / Leader Line
- Historic Lot Line
- Historic Sub Boundary
- Historic PMAD Boundary
- Section Line

001 ROAD PARCEL NUMBER
001 AIR SPACE POL
1.00 ACREAGE
202 PARCEL SUB/SECT NUMBER
PB 24-45 PLAT RECORDING NUMBER
5 BLOCK NUMBER
5 LOT NUMBER
GLS GOV. LOT NUMBER

Scale: 1" = 200'

Rev: 5/13/2020

177-19-8

S 2 SE 4

19

T22S R61E

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