

# CLARK COUNTY BOARD OF COMMISSIONERS

## ZONING / SUBDIVISIONS / LAND USE

### AGENDA ITEM

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

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**Recommendation:** ORD-25-900725: Introduce an ordinance to consider adoption of a Development Agreement with TPG/CORE ACQUISITIONS, LLC for a multi-family residential development on 10.5 acres, generally located east of Durango Drive and north of Badura Avenue within Spring Valley. MN/ji (For possible action)

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#### **FISCAL IMPACT:**

None by this action.

#### **BACKGROUND:**

The Board of County Commissioners (Board) approved a land use application WS-0793-16 for a multi-family residential development on 10.5 acres, generally located east of Durango Drive and north of Badura Avenue within Spring Valley. Conditions of approval included the developer and/or owner entering into a Development Agreement prior to any permits being issued in order to provide their fair-share contribution towards public infrastructure necessary to provide service in the southwest portion of the Las Vegas Valley.

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

Staff recommends the Board set a public hearing for March 04, 2026.

**Cleared For Agenda**  
02/18/26

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

SUMMARY - An ordinance to adopt the Development Agreement with TPG/CORE ACQUISITIONS, LLC for a multi-family residential development on 10.5 acres, generally located east of Durango Drive and north of Badura Avenue within Spring Valley.

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

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH TPG/CORE ACQUISITIONS, LLC FOR A MULTI-FAMILY RESIDENTIAL DEVELOPMENT ON 10.5 ACRES, GENERALLY LOCATED EAST OF DURANGO DRIVE AND NORTH OF BADURA AVENUE WITHIN SPRING VALLEY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

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

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.06 of the Clark County Code, the Development Agreement with TPG/CORE ACQUISITIONS, LLC for a multi-family residential development on 10.5 acres, generally located east of Durango Drive and north of Badura Avenue within Spring Valley, is hereby adopted.

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

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

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

PROPOSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2026

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

PASSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2026

VOTE:

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

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

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\_\_\_\_\_

ABSTAINING:

\_\_\_\_\_  
\_\_\_\_\_

ABSENT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
CLARK COUNTY, NEVADA

By: \_\_\_\_\_  
MICHAEL NAFT, Chair

ATTEST:

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

This ordinance shall be in force and effect from and after the \_\_\_\_\_ day  
of \_\_\_\_\_ 2026.

APN(s): 176-04-301-001 & -002  
Please Return to: Sami Real  
Comprehensive Planning Department  
1<sup>st</sup> Floor, Clark County Government Center  
500 South Grand Central Parkway  
Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT  
  
BETWEEN  
  
THE COUNTY OF CLARK  
  
AND  
  
TPG / CORE ACQUISITIONS, LLC  
  
FOR  
  
DURANGO & BADURA  
  
ORD-25-900725

## 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 **TPG / CORE ACQUISITIONS, 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 **WS-0793-16** , the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **SECTION 4 – PUBLIC FACILITIES**

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

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

<b>CHART 4.01-A PUBLIC FACILITIES CHART</b>			
<b>Type Of Development</b>	<b>Infrastructure Category</b>		<b>Total Per Unit</b>
	<b>Parks</b>	<b>Public Safety</b>	
<b>Single Family Dwelling Unit</b> (per dwelling unit)	<b>\$ 627.58</b>	<b>\$ 1,060.80</b>	<b>\$ 1,688.39</b>
<b>Multi Family Dwelling Unit</b> (per dwelling unit)	<b>\$ 627.58</b>	<b>\$ 1,040.11</b>	<b>\$ 1,667.70</b>
<b>Retail</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$ 0.71</b>	<b>\$ 0.71</b>
<b>Office</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$ 0.79</b>	<b>\$ 0.79</b>
<b>Industrial</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$ 0.47</b>	<b>\$ 0.47</b>
<b>Hotel</b> (per room)	<b>N/A</b>	<b>\$ 1,062.52</b>	<b>\$ 1,062.52</b>

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

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

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

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

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

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

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

## **SECTION 5 – REVIEW AND DEFAULT**

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

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

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

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

(a) County Procedures

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

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

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

- (d) Notices. All notices provided for herein shall be sent to and in the manner provided in Section 7.08 of this Agreement.
- 5.04 Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged default, the party alleging the default shall give notice of intent to amend or terminate this Agreement pursuant to NRS §278.0205 (the "Notice of Intent"), with notices sent in the manner provided by Section 7.08 of this Agreement. Following any such Notice of Intent, the matter shall be scheduled and noticed as required by law for consideration and review by the County Commission.
- 5.05 Unavoidable Delay or Default, Extension of Time for Performance. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, acts of terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than County) to perform acts or deeds necessary for the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties. If written notice of any such delay is given to County within thirty (30) calendar days after the commencement thereof, an automatic extension of time, unless otherwise objected to by County within ten (10) business days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between County and Owner.
- 5.06 Institution of Legal Action. The County and Owner agree that the County would not have entered into this Agreement if it were liable for damages under or with respect to this Agreement. Accordingly, the County and the Owner may pursue any remedy at law or equity available for breach, except that neither the Owner nor the County shall be liable to the other or to any other person or entity for any monetary damages whatsoever. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Section 5.03. Following such notice, a public hearing must be held by the County Commission where the allegations will be considered and a decision regarding their merits will be reached. Any judicial review of the County Commission's decision or any legal action taken pursuant to this Agreement will be heard by a Court under the standard review appropriate to Court review of zoning actions, and the decision of the County Commission shall be overturned or overruled if its decision is clearly arbitrary and capricious. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing. If a party desires to present new or additional evidence to the Court, such party may petition the Court to remand the matter to the County Commission to consider the additional or new evidence. Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Eighth Judicial District Court, State of Nevada.
- 5.07 Applicable Laws. This Agreement shall be construed and enforced in accordance with the law of the State of Nevada.

## **SECTION 6 – CONFLICTING LAWS**

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

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

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

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

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

## **SECTION 7 – GENERAL PROVISIONS**

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

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

7.03 Assignment.

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

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

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

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

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

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

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

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

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

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

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

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

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

*[signatures appear on following page]*

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

**COUNTY:**

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

Attest:

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

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

**OWNER:**

KENNETH A PICERNE  
PRINT OWNER NAME

**ENTITY NAME:**

TPG/CORE ACQUISITIONS, LLC  
PRINT ENTITY NAME

By:   
Owner Signature

**ACKNOWLEDGMENT:**

STATE OF NEVADA        )  
                                  )ss:  
COUNTY OF CLARK     )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

by \_\_\_\_\_  
(Printed Name of Document Signer)

NOTARY PUBLIC

\_\_\_\_\_  
Signature

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California }  
County of Orange }  
On January 22, 2020 before me, Theresa Lynn, Notary  
Date Here Insert Name and Title of the Officer  
personally appeared Kenneth A. Piceme  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Theresa Lynn  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General  Partner –  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

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

**Exhibit "A"**  
**Legal Description**

**(see next page for attachment)**

Legal Description

APNs: 176-04-301-001 & 176-04-301-002

PARCEL 1:

THE WEST HALF (W  $\frac{1}{2}$ ) OF THE NORTHWEST QUARTER (NW  $\frac{1}{4}$ ) OF THE NORTHWEST QUARTER (NW  $\frac{1}{4}$ ) OF THE SOUTHWEST QUARTER (SW  $\frac{1}{4}$ ) OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.B.&M.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO COUNTY OF CLARK IN THAT CERTAIN DOCUMENT RECORDED JULY 10, 2003 IN BOOK 20030710 AS INSTRUMENT NO. 01826.

PARCEL 2:

THE EAST HALF (E  $\frac{1}{2}$ ) OF THE NORTHWEST QUARTER (NW  $\frac{1}{4}$ ) OF THE NORTHWEST QUARTER (NW  $\frac{1}{4}$ ) OF THE SOUTHWEST QUARTER (SW  $\frac{1}{4}$ ) OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M.

**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:**

<b>Owner</b>	<u>Owner/Applicant: TPG/Core Acquisition, LLC</u> <u>112 North Curry Street,</u> <u>Carson City, NV 89703</u>
<b>Applicant/Correspondent</b>	<u>Correspondent: Lexa Green - Kaempfer Crowell</u> <u>1980 Festival Plaza Drive, Ste. 650</u> <u>Las Vegas, NV 89135</u>

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

**(see next page for attachments)**

04/19/17 BCC AGENDA SHEET

MULTI-FAMILY RESIDENTIAL  
(TITLE 30)

DURANGO DR/BADURA AVE

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

**WS-0793-16 – TPG/CORE (DURANGO & BADURA) ACQUISITION, LLC:**

**HOLDOVER WAIVERS OF DEVELOPMENT STANDARDS** for the following: 1) increase building height; and 2) alternative landscaping.

**WAIVER OF CONDITIONS** of a zone change (ZC-0146-12) requiring detached sidewalks and enhanced landscaping per Figure 30.64-17 adjacent to Durango Drive and Badura Avenue to meet MUD-2 standards for a pedestrian realm.

**DESIGN REVIEWS** for the following: 1) a multi-family residential development; and 2) increased finished grade on 10.5 acres in an R-4 (Multiple Family Residential - High Density) Zone in the CMA Design and MUD-2 Overlay Districts.

Generally located on the east side of Durango Drive and the north side of Badura Avenue within Spring Valley. SS/pb/mcb (For possible action)

---

**RELATED INFORMATION:**

**APN:**

176-04-301-001 & 002

**WAIVERS OF DEVELOPMENT STANDARDS:**

1. Increase the height of a proposed multi-family residential development to 42 feet where 35 feet is allowed (a 20% increase).
2. a. Allow a 5 foot wide attached sidewalk with no landscaping along Durango Drive where a 15 foot wide landscape area with a detached sidewalk per Figure 30.64 17 or Figure 30.64-18 is required.  
b. Allow a 5 foot wide attached sidewalk with no landscaping along Durango Drive where 15 feet of landscape area with a detached sidewalk along the street frontage with medium trees, 24 inch box in size, and shrubs to cover 50% of the landscape area is required along collector and arterial streets.

**DESIGN REVIEWS:**

1. A multi-family residential development.
2. Increase the finished grade for proposed multi-family residential development to 6 feet where 18 inches is the standard (a 300% increase).

**LAND USE PLAN:**

SPRING VALLEY – RESIDENTIAL URBAN CENTER (18 DU/AC TO 32 DU/AC)

## **BACKGROUND:**

### **Project Description**

#### **General Summary**

- Site Address: N/A
- Site Acreage: 10.5
- Number of Units: 237
- Density (du/ac): 22.6
- Project Type: Multi-family residential
- Number of Stories: 3
- Building Height: Up to 42 feet 7 inches
- Open Space Required/Provided: 23,700 square feet/56,706 square feet
- Parking Required/Provided: 432/432

#### Site Plans

The plans depict a multi-family residential development consisting of 237 units on 10.5 acres at a density of 22.6 dwelling units per acre. There are a mixture of 1 and 2 bedroom units distributed throughout 7 residential buildings. A leasing office, lounge, fitness center, and residential building surround the pool area located on the central portion of the site. The other 6 residential buildings are located along the north, south, and west property lines. Parking is distributed throughout the site and includes garage and covered parking. The site is a gated community with access to Durango Drive. The site has enhanced design features such as enhanced pavement and landscaping required in the CMA Design Overlay District, except for the landscaping along Durango Drive. The plans also depict that the finished grade of the site will be increased up to 6 feet throughout the site.

#### Landscaping

The plans depict an existing 5 foot wide attached sidewalk and an existing 45 foot wide drainage easement along Durango Drive. Shrubs and groundcover are located in the drainage easement; however, no trees are allowed because of planting restrictions per Clark County Public Works. A 5 foot wide landscape area with additional shrubs and groundcover is located along the eastern boundary of the drainage easement. Waiver of development standards #2 and the waiver of conditions are required to address this design. A 15 foot wide landscape area with a detached sidewalk is located along Badura Avenue. A 6 foot wide landscape area is located adjacent to an attached sidewalk along Maule Avenue to the north and a 10 foot wide landscape area is located adjacent to the eastern property line. The landscape materials in these areas include trees, shrubs, and groundcover as required by Title 30. Interior parking lot trees are generally distributed throughout the site. There are 6 open space areas on the site including a dog park and centrally located pool area.

#### Elevations

The plans depict 5 building types. The buildings are 3 stories and 34 feet 6 inches high at the parapets with architectural features ranging in height from 38 feet 9 inches to 42 feet 7 inches. Waiver of development standards #1 is requested to allow the increase in height. The facades include stucco siding with various colors, stone veneer, archways, balconies, and patios.

**Floor Plans**

The plans depict 5 building types with a mixture of 1 and 2 bedroom units between 717 square feet and 1,215 square feet. There are a total of 133 attached garages. A 2,400 square foot leasing office, a 1,750 square foot clubhouse, a 2,216 square foot fitness center, and a 1,600 square foot lounge are located on the first floor of Building 5.

**Signage**

Signage is not a part of this request.

**Applicant's Justification**

The applicant indicates that the site design and architecture are consistent with the developing multi-family development south of the site. The development will provide outdoor amenities which include a pool and spa area, BBQ and picnic areas, and a dog park along with indoor amenities which include meeting rooms, a gym, lounge, business center, and kitchen. The applicant states that the additional height is appropriate because these areas are for architectural enhancements only and not for living space. The applicant also indicates that the waivers for the attached sidewalk and landscaping along Durango Drive are appropriate because of the existing drainage easement adjacent to Durango Drive. All other landscaping will meet or exceed Title 30 standards. The increase in finished grade is required because of the topography and natural drainage along the eastern portion of the site.

**Prior Land Use Requests**

Application Number	Request	Action	Date
ZC-0146-12	Reclassified 10 acres of the site from R-E and C-2 to R-4 zoning for a multi-family residential development	Approved by BCC	May 2012
CP-0979-11 (PA-0011-11)	Amendment to the Spring Valley Land Use Plan designating the subject parcels to Residential Urban Center (18 du/ac to 32 du/ac)	Adopted by BCC	March 2012
ZC-1322-04	Reclassified the western 4.5 acres from R-E to C-2 zoning with a design review for a retail center	Approved by BCC	September 2004

**Surrounding Land Use**

	Planned Land Use Category	Zoning District	Existing Land Use
North	Commercial General	C-2	Undeveloped
South	Business and Design/Research Park	C-2	Shopping center
East	Business and Design/Research Park	R-E	Undeveloped
West	Major Development Project (Rhodes Ranch)	H-1	Undeveloped

The subject site and the surrounding area to the east and south are in the Public Facility Needs Assessment (PFNA) area.

**Related Applications**

Application Number	Request
VS-0794-16	A request for vacation of easements and right-of-way is a companion item on this agenda.

## **STANDARDS FOR APPROVAL:**

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

### **Analysis**

#### **Current Planning**

##### 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 and value 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 subject site and the surrounding area are in the MUD-2 Overlay District. The parcels to the north and south are in a C-2 zone, the land to the west is in an H-1 zone, and the land to the east is undeveloped and designated Business and Design/Research Park in the Spring Valley Land Use Plan. Therefore, all of these parcels could be developed with buildings up to 50 feet high. Staff finds the requested height is compatible with the approved and proposed uses in the area and is in conformance with several Urban Land Use Policies established by the Comprehensive Plan. The height and design of the building conforms to Urban Specific Policy 10 which encourages site designs to be compatible with adjacent land uses and Policy 19 which states the scale-relationships between buildings and adjacent developments should be carefully considered.

##### Waiver of Development Standards #2 & Waiver of Conditions

The drainage easement continues to the south and the shopping centers to the south have 15 foot wide landscape areas, with trees adjacent to an attached sidewalk, and parking spaces in the same 45 foot wide drainage easement. Staff finds that the landscaping depicted on the plans is not compatible with the adjacent development to the south and conflicts with Urban Specific Policy 53 which encourages multi-family residential developments to be compatible with adjoining land uses and densities through site planning and building design. Staff can support the attached sidewalk with a 15 foot wide landscape area including trees, instead of the required detached sidewalk.

##### Design Review #1

The multi-family development has provided usable open space which includes outdoor amenities such as a pool and spa area, BBQ and picnic areas, and a dog park; along with indoor amenities including meeting rooms, a gym, lounge, business center, and kitchen. Therefore, the development is in conformance with Urban Specific Policy 51 which encourages all multiple family projects to provide several amenities such as usable open space, swimming pools, barbeque pits, and community centers. The facades of the buildings have articulation on all sides and the height of the buildings are appropriate for the area in conformance with Urban Specific Policy 53 which encourages multi-family residential developments to be compatible with adjoining land uses and densities through site planning and building design. Therefore, staff can support this portion of the request.

**Public Works – Development Review**

**Design Review #2**

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

**Department of Aviation**

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

**Staff Recommendation**

Approval.

Approval of the waiver of conditions request constitutes a finding by the Commission/Board that the conditions will no longer fulfill its intended purpose.

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

**PRELIMINARY STAFF CONDITIONS:**

**Current Planning**

- Provide small trees 20 feet apart within the landscape area/drainage easement along Durango Drive;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that this application must commence within 2 years of approval date or it will expire.

**Public Works – Development Review**

- Drainage study and compliance;
- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Title 30.32-040-9 are needed to mitigate drainage through the site;
- Traffic study and compliance;
- Full off-site improvements;
- Right-of-way dedication to include 35 feet to back of curb for Badura Avenue, 30 feet for Maule Avenue, and associated spandrels.

- Applicant is advised that the installation of detached sidewalks will require dedication to back of curb and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control; and that approval of this application will not prevent Public Works from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approvals.

**Department of Aviation**

- Applicant is 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 FAA 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.

**Building/Fire Prevention**

- No comment.

**Clark County Water Reclamation District (CCWRD)**

- Applicant is advised that existing sewer is located within 400 feet of the parcel; and that at time of development CCWRD requires submittal of estimated wastewater flow rates to determine sewer point of connection.

**TAB/CAC:** Spring Valley – approval of waivers of development standards, waiver of conditions, and design review #2; and denial of design review #1.

**APPROVALS:**

**PROTESTS:**

**COUNTY COMMISSION ACTION:** January 4, 2017 – HELD – To 02/08/17 – per the applicant.

**COUNTY COMMISSION ACTION:** February 8, 2017 – HELD – To 02/22/17 – per the applicant.

**COUNTY COMMISSION ACTION:** February 22, 2017 – HELD – To 03/08/17 – per the applicant.

**COUNTY COMMISSION ACTION:** March 8, 2017 – HELD – To 04/19/17 – per the applicant.

**APPLICANT:** TPG/CORE (Durango & Badura) Acquisition, LLC

**CONTACT:** Bob Gronauer, 1980 Festival Plaza Drive, Suite 650, Las Vegas, NV 89135



# Department of Comprehensive Planning

500 S Grand Central Pky • Box 551744 • Las Vegas NV 89155-1744  
(702) 455-4314 • Fax (702) 455-3271

Nancy A. Amundsen, Director

## NOTICE OF FINAL ACTION

April 27, 2017

KAEMPFER CROWELL  
BOB GRONAUER  
1980 FESTIVAL PLAZA DRIVE, SUITE 650  
LAS VEGAS, NV 89135

REFERENCE: WS-0793-16

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 April 19, 2017 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:**

#### **Current Planning**

- Provide small trees 20 feet apart within the landscape area/drainage easement along Durango Drive;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that this application must commence within 2 years of approval date or it will expire.

#### **Public Works – Development Review**

- Drainage study and compliance;
- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Title 30.32-040-9 are needed to mitigate drainage through the site;
- Traffic study and compliance;
- Full off-site improvements;
- Right-of-way dedication to include 35 feet to back of curb for Badura Avenue, 30 feet for Maule Avenue, 30 feet for Butler Street, and associated spandrels;

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

: STEVE SISOLAK, Chairman • CHRIS GIUNCHIGLIANI, Vice Chair  
SUSAN BRAGER • LARRY BROWN • MARILYN KIRKPATRICK • MARY BETH SCOW • LAWRENCE WEEKLY  
YOLANDA T. KING, County Manager



# Department of Comprehensive Planning

500 S Grand Central Pky • Box 551744 • Las Vegas NV 89155-1744  
(702) 455-4314 • Fax (702) 455-3271

Nancy A. Amundsen, Director

- 
- If required by Regional Transportation Commission, dedicate and construct right-of-way for bus turnouts including passenger loading/shelter areas in accordance with Regional Transportation Commission standards.
  - Applicant is advised that the installation of detached sidewalks on Badura Avenue will require dedication to back of curb and on Durango Drive 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; and that approval of this application will not prevent Public Works from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approvals.

#### Department of Aviation

- Applicant is 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 FAA 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.

#### Clark County Water Reclamation District (CCWRD)

- Applicant is advised that existing sewer is located within 400 feet of the parcel; and that at time of development CCWRD requires submittal of estimated wastewater flow rates to determine sewer point of connection.

#### BOARD OF COUNTY COMMISSIONERS

STEVE SISOLAK, Chairman • CHRIS GIUNCHIGLIANI, Vice Chair  
SUSAN BRAGER • LARRY BROWN • MARILYN KIRKPATRICK • MARY BETH SCOW • LAWRENCE WEEKLY  
YOLANDA T. KING, County Manager

# Commission Agenda Map

WS-0793-16

Clark County Department of Comprehensive Planning, Clark County, Nevada

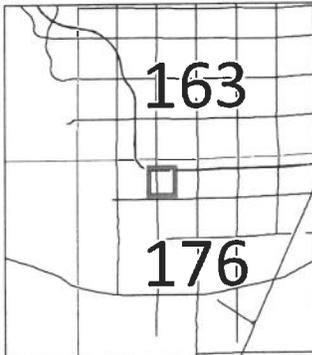


Subject Parcel(s)  
17604301001  
17604301002

Subject Section(s)  
SEC04 T22S R60E



0 125 250 500 Feet  
Map Created on 11/15/2016



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

Residential Districts			Other
<b>Rural</b>	<b>Single Family</b>	<b>Multiple Family</b>	<b>Airport Environs</b>
R-U	R-1	R-3	<b>Subject Site(s)</b>
R-A	R-1a	R-4	••• Power Lines (69kv & larger)
R-E	R-T	R-5	—+— Railroads
R-D	R-2		--- ROI / ZC
	RUD		--- Incorporated Cities
<b>Non - Residential Districts</b>	<b>Special</b>	<b>Manufacturing</b>	
CRT	H-1	M-D	
C-P	H-2	M-1	
C-1	O-S	M-2	
C-C	P-F	M-3	
C-2	RVP		
C-3	T-C		
	U-V		
			<b>Overlay Zones</b>
			▨ P-C
			▨ MLZ
			▨ RNP

MULTI-FAMILY RESIDENTIAL  
(TITLE 30)

DURANGO DR/BADURA AVE

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST  
**ET-19-400172 (WS-0793-16)-TPG/CORE ACQUISITIONS, LLC:**

**WAIVERS OF DEVELOPMENT STANDARDS SECOND EXTENSION OF TIME** for the following: 1) increase building height; and 2) alternative landscaping.

**WAIVER OF CONDITIONS** of a zone change (ZC-0146-12) requiring detached sidewalks and enhanced landscaping per Figure 30.64-17 adjacent to Durango Drive and Badura Avenue to meet MUD-2 standards for a pedestrian realm.

**DESIGN REVIEWS** for the following: 1) a multi-family residential development; and 2) increased finished grade on 10.5 acres in an R-4 (Multiple Family Residential - High Density) Zone in the CMA Design Overlay District.

Generally located on the east side of Durango Drive and the north side of Badura Avenue within Spring Valley. MN/jor/jd (For possible action)

RELATED INFORMATION:

**APN:**

176-04-301-001; 176-04-301-002

**LAND USE PLAN:**

SPRING VALLEY - RESIDENTIAL URBAN CENTER (FROM 18 DU/AC TO 32 DU/AC)

**BACKGROUND:**

**Project Description**

**General Summary**

- Site Address: N/A
- Site Acreage: 10.5
- Number of Units: 237
- Density (du/ac): 22.6
- Project Type: Multi-family residential
- Number of Stories: 3
- Building Height: Up to 42 feet, 7 inches
- Open Space Required/Provided: 23,700 square feet/56,706 square feet
- Parking Required/Provided: 432/432

**Site Plan**

The site was previously approved via ZC-0146-12 and WS-0793-16 for a multi-family residential development located on the east side of Durango Drive and on the north side of Badura Avenue. The development consists of 237 units on a 10.5 acre site with a density of 22.6

dwelling units per acre. Access to the site is located via a driveway entrance/exit along Durango Drive. The site includes 7 residential buildings, a leasing office, a lounge, a fitness center, and a centrally located swimming pool. Parking is located throughout the site and includes tenant garages and covered parking.

#### Landscaping

Landscaping was previously approved via ZC-0146-12 and W S-0793-16 and is not required nor a part of this request.

#### Elevations

The plans depict 5 building types. The buildings are 3 stories and 34 feet 6 inches high at the parapets with architectural features ranging in height from 38 feet 9 inches to 42 feet 7 inches. Waiver of development standards #1 is requested to allow the increase in height. The facades include stucco siding with various colors, stone veneer, archways, balconies, and patios.

#### Floor Plans

The plans depict 5 building types with a mixture of 1 and 2 bedroom units between 717 square feet and 1,215 square feet. There are a total of 133 attached garages. A 2,400 square foot leasing office, a 1,750 square foot clubhouse, a 2,216 square foot fitness center, and a 1,600 square foot lounge are located on the first floor of Building 5.

#### Previous Conditions of Approval

Listed below are the approved conditions for W S-0793-16:

##### Current Planning

- Provide small trees 20 feet apart within the landscape area/drainage easement along Durango Drive;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that this application must commence within 2 years of approval date or it will expire.

##### Public Works– Development Review

- Drainage study and compliance;
- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Title 30.32-040-9 are needed to mitigate drainage through the site;
- Traffic study and compliance;
- Full off-site improvements;
- Right-of-way dedication to include 35 feet to back of curb for Badura Avenue, 30 feet for Maule Avenue, 30 feet for Butler Street, and associated spandrels;
- If required by Regional Transportation Commission, dedicate and construct right-of-way for bus turnouts including passenger loading/shelter areas in accordance with Regional Transportation Commission standards.

- Applicant is advised that the installation of detached sidewalks on Badura Avenue will require dedication to back of curb and on Durango Drive 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; and that approval of this application will not prevent Public Works from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approvals.

**Department of Aviation**

- Applicant is 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 FAA 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.

**Clark County Water Reclamation District (CCWRD)**

- Applicant is advised that existing sewer is located within 400 feet of the parcel; and that at time of development CCWRD requires submittal of estimated wastewater flow rates to determine sewer point of connection.

**Signage**

Signage is not a part of this request.

**Applicant's Justification**

Per the submitted justification letter, the applicant has been considering different product types to address the housing market needs. During this time, an administrative extension of time was approved in April 2019 and expires April 19, 2020. Once the applicant finalizes a product type for the development, the applicant will be able to move forward with the site.

**Prior Land Use Requests**

<b>Application Number</b>	<b>Request</b>	<b>Action</b>	<b>Date</b>
ADET-19-900191 (WS-0793-16)	First administrative extension of time for a multi-family residential development	Approved by ZA	April 2019
WS-0793-16	Increased building height and allowed alternative landscaping. Waiver of conditions of a zone change for detached sidewalks and enhanced landscaping; design review for a multi-family development and increased finished grade	Approved by BCC	April 2017
ZC-0146-12	Reclassified 10 acres of the site from R-E and C-2 to R-4 zoning for a multi-family residential development	Approved by BCC	May 2012

**Prior Land Use Requests**

Application Number	Request	Action	Date
CP-0979-11 (PA-0011-11)	Amendment to the Spring Valley Land Use Plan designating the subject parcels to Residential Urban Center (18 du/ac to 32 du/ac)	Adopted by BCC	March 2012
ZC-1322-04	Reclassified the western 4.5 acres from R-E to C-2 zoning with a design review for a retail center	Approved by BCC	September 2004

**Surrounding Land Use**

	Planned Land Use Category	Zoning District	Existing Land Use
North	Commercial General	UV	Undeveloped (future mixed-use development)
South	Business and Design/Research Park	C-2	Shopping center
East	Business and Design/Research Park	R-E	Undeveloped
West	Major Development Project (Rhodes Ranch)	H-1	Undeveloped

The subject site and the surrounding area to the east and south are in the Public Facility Needs Assessment (PFNA) area.

**Related Applications**

Application Number	Request
VS-19-0996	A request for vacation and abandonment of patent easements is a related 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**

Title 30 standards of approval on an extension of time application state that such an application may be denied or have additional conditions imposed if it is found that circumstances have substantially changed. A substantial change may include, without limitation, a change to the subject property, a change in the areas surrounding the subject property, or a change in the laws or policies affecting the subject property. Using the criteria set forth in Title 30, no substantial changes have occurred at the subject site since the original approval. This extension of time will be the last extension staff will support unless the applicant demonstrates appropriate progression toward completion of this project.

**Public Works- Development Review**

There have been no significant changes in this area. Staff has no objection to this extension of time.

**Staff Recommendation**  
Approval.

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

**PRELIMINARY STAFF CONDITIONS:**

**Current Planning**

- Until April 20, 2022 to commence.
- Applicant is advised that 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.

**Public Works - Development Review**

- Compliance with previous conditions.

**Clark County Water Reclamation District (CCWRD)**

- No comment.

**TAB/CAC:** Spring Valley - approval.

**APPROVALS:**

**PROTEST:**

**APPLICANT:** TPG/CORE (DURANGO & BADURA) ACQUISITIONS, LLC

**CONTACT:** BOB GRONAUER, KAEMPFER CROWELL, 1980 FESTIVAL PLAZA DRIVE, SUITE 650, LAS VEGAS, NV 89135



# Department of Comprehensive Planning

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

Nancy A. Amundsen, Director

## NOTICE OF FINAL ACTION

February 27, 2020

BOB GRONAUER  
KAEMPFER CROWELL  
1980 FESTIVAL PLAZA DRIVE, SUITE 650  
LAS VEGAS, NV 89135

REFERENCE: ET-19-400172 (WS-0793-16)

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 19, 2020** 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:**

#### **Current Planning**

- **Until April 20, 2022 to commence.**
- **Applicant is advised that 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.**

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

- **Compliance with previous conditions.**

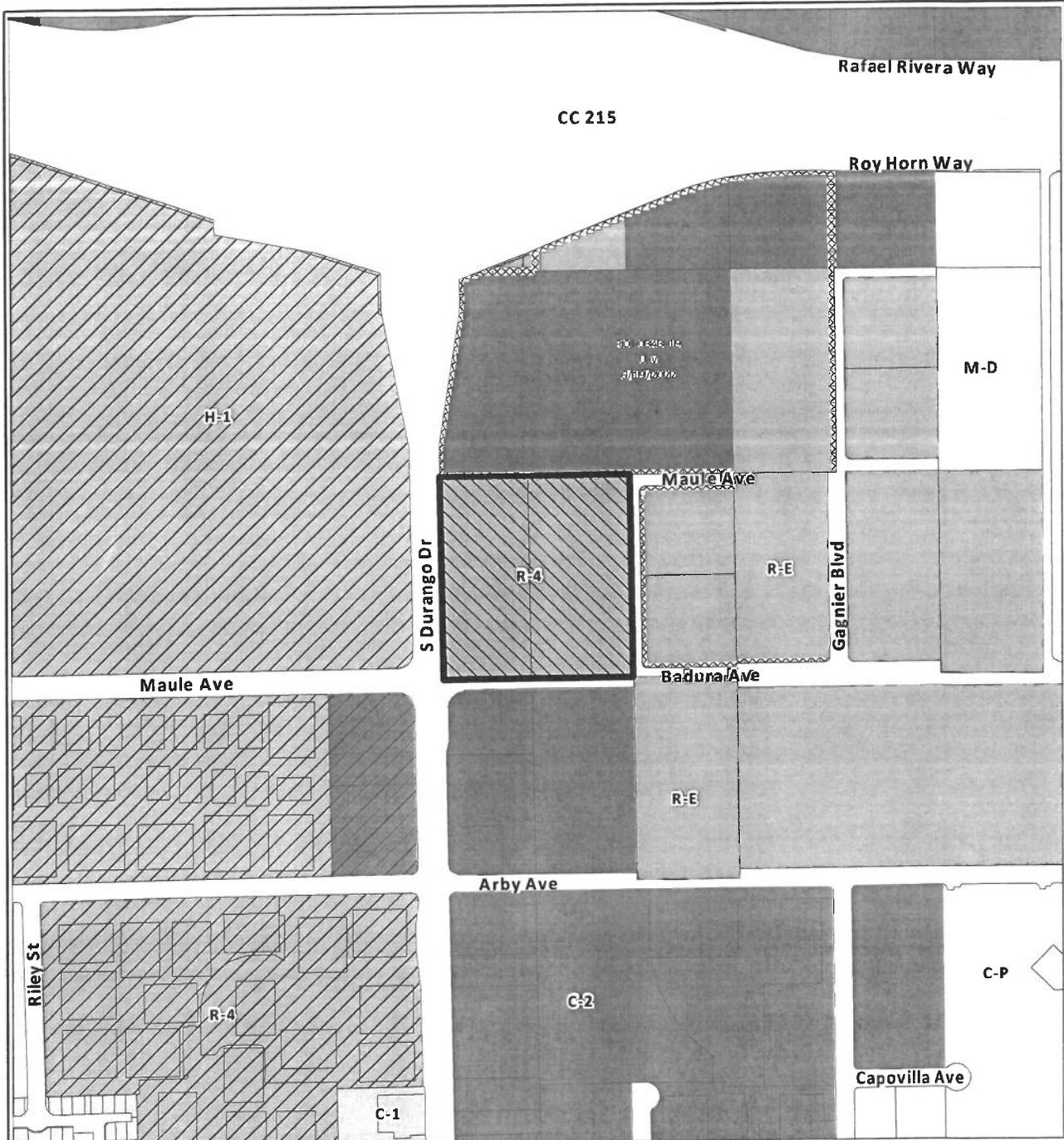
**BOARD OF COUNTY COMMISSIONERS**  
MARILYN KIRKPATRICK, Chair • LAWRENCE WEEKLY, Vice Chair  
LARRY BROWN • JAMES B. GIBSON • JUSTIN C. JONES • MICHAEL NAFT • TICK SEGERBLOM  
YOLANDA T. KING, County Manager

# Commission Agenda Map

Clark County Department of Comprehensive Planning, Clark County, Nevada

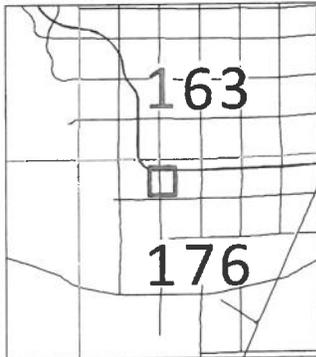
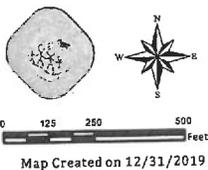
ET-19-400172

WS-0793-16



**Subject Parcel(s)**  
17604301001  
17604301002

**Subject Section(s)**  
SEC04 T22S R60E



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

Residential Districts			Other
Rural	Single Family	Multiple Family	
R-U	R-1	R-3	Airport Environs Subject Site(s)
R-A	R-1a	R-4	
R-E	R-T	R-5	Power Lines (69kv & larger)
R-D	R-2	RUD	Railroads ROI / ZC
Non-Residential Districts			Incorporated Cities
Commercial	Special	Manufacturing	
CRT	H-1	M-D	<b>Overlay Zones</b> P-C                         MLZ                         RNP
C-P	H-2	M-1	
C-1	O-S	M-2	
C-2	P-F		
C-3	R-V-P		
	U-V		

04/06/22 BCC AGENDA SHEET

MULTIPLE FAMILY RESIDENTIAL  
(TITLE 30)

DURANGO DR/BADURA AVE

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST  
**ET-22-400021 (WS-0793-16)-TPG/CORE ACQUISITIONS, LLC:**

**WAIVERS OF DEVELOPMENT STANDARDS THIRD EXTENSION OF TIME** for the following: **1)** increase building height; and **2)** alternative landscaping.

**DESIGN REVIEWS** for the following: **1)** multiple family residential development; and **2)** finished grade on 10.5 acres in an R-4 (Multiple Family Residential - High Density) Zone in the CMA Design Overlay District.

Generally located on the east side of Durango Drive and the north side of Badura Avenue within Spring Valley. MN/sd/syp (For possible action)

---

**RELATED INFORMATION:**

**APN:**

176-04-301-001; 176-04-301-002

**WAIVERS OF DEVELOPMENT STANDARDS:**

1. Increase the height of a proposed multi-family residential development to 42 feet where 35 feet is allowed (a 20% increase).
2.
  - a. Allow a 5 foot wide attached sidewalk with no landscaping along Durango Drive where a 15 foot wide landscape area with a detached sidewalk per Figure 30.64-17 or 30.64-18 is required.
  - b. Allow a 5 foot wide attached sidewalk with no landscaping along Durango Drive where 15 feet of landscape area with a detached sidewalk along the street frontage with medium trees, 24 inch box in size, and shrubs to cover 50% of the landscape area is required along collector and arterial streets.

**DESIGN REVIEWS:**

1. A multiple family residential development.
2. Increase the finished grade for proposed multi-family residential development to 6 feet where 36 inches (was previously 18 inches) is the standard (a 300% increase).

**LAND USE PLAN:**

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

**BACKGROUND:**

**Project Description**

General Summary

- Site Address: N/A

- Site Acreage: 10.5
- Number of Units: 237
- Density (du/ac): 22.6
- Project Type: Multiple family residential
- Number of Stories: 3
- Building Height: Up to 42 feet, 7 inches
- Open Space Required/Provided: 23,700 (square feet)/56,706 (square feet)
- Parking Required/Provided: 432/432

#### Site Plans

The approved plans depict a site that was previously approved via ZC-0146-12 and WS-0793-16 for a multiple family residential development located on the east side of Durango Drive and on the north side of Badura Avenue. The development consists of 237 units on a 10.5 acre site with a density of 22.6 dwelling units per acre. Access to the site is located via a driveway entrance/exit along Durango Drive. The site includes 7 residential buildings, leasing office, lounge, fitness center, and a centrally located swimming pool. Parking is located throughout the site and includes tenant garages and covered parking.

#### Landscaping

Landscaping was previously approved via ZC-0146-12 and WS-0793-16 and is not required nor a part of this request.

#### Elevations

The approved plans depict 5 building types. The buildings are 3 stories and 34 feet 6 inches high at the parapets with architectural features ranging in height from 38 feet 9 inches to 42 feet 7 inches. Waiver of development standards #1 was requested to allow the increase in height. The facades include stucco siding with various colors, stone veneer, archways, balconies, and patios.

#### Floor Plans

The approved plans depict 5 building types with a mixture of 1 and 2 bedroom units between 717 square feet and 1,215 square feet. There are a total of 133 attached garages. A 2,400 square foot leasing office, 1,750 square foot clubhouse, 2,216 square foot fitness center, and 1,600 square foot lounge are located on the first floor of Building 5.

#### Previous Conditions of Approval

Listed below are the approved conditions for: ET-19-400172 (WS-0793-16):

#### Current Planning

- Until April 20, 2022, to commence.
- Applicant is advised that 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.

#### Public Works - Development Review

- Compliance with previous conditions.

Listed below are the approved conditions for: ADET-19-900191 (WS-0793-16):

#### Current Planning

- Until April 19, 2020, to commence.
- Applicant is advised that 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.

Listed below are the approved conditions for: WS-0793-16:

#### Current Planning

- Provide small trees 20 feet apart within the landscape area/drainage easement along Durango Drive;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that this application must commence within 2 years of approval date, or it will expire.

#### Public Works - Development Review

- Drainage study and compliance;
- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Title 30.32-040-9 are needed to mitigate drainage through the site;
- Traffic study and compliance;
- Full off-site improvements;
- Right-of-way dedication to include 35 feet to back of curb for Badura Avenue, 30 feet for Maule Avenue, 30 feet for Butler Street, and associated spandrels;
- If required by Regional Transportation Commission, dedicate and construct right-of-way for bus turnouts including passenger loading/shelter areas in accordance with Regional Transportation Commission standards.
- Applicant is advised that the installation of detached sidewalks on Badura Avenue will require dedication to back of curb and on Durango Drive 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; and that approval of this application will not prevent Public Works from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approvals.

#### Signage

Signage is not a part of this request.

**Applicant’s Justification**

By way of background, the Board of County Commissioners previously approved a design review, wavier of conditions, and wavier of development standards to allow for a multiple residential development on the property on April 27, 2017 (WS-0793-16). The applicant had been looking to change its product to address the market needs. A first extension of time was requested and approved on April 9, 2019 (ADET-19-900191). The applicant continued to diligently work on design changes, preparing drainage and traffic studies and construction drawings; however, was unable to complete the work necessary to commence construction prior to the April 19, 2020, expiration; therefore, in 2020 the applicant requested and was granted a second extension of time (ET-19-400172).

The applicant has since finalized their plans and worked with planning staff between August 2020 and November 2020 to update their approved entitlements with revised plans. The applicant is diligently proceeding with construction drawings for a March/April 2022 building submittal and is in the process of updating the drainage study. Therefore, the applicant is respectfully requesting an additional 2 years to commence construction.

**Prior Land Use Requests**

<b>Application Number</b>	<b>Request</b>	<b>Action</b>	<b>Date</b>
VS-19-0996	Vacated and abandoned easements	Approved by BCC	February 2020
ET-19-400172 (WS-0793-16)	Second extension of time for a multiple family residential development	Approved by BCC	April 2020
ADET-19-900191 (WS-0793-16)	First administrative extension of time for a multiple family residential development	Approved by ZA	April 2019
WS-0793-16	Increased building height and allowed alternative landscaping, waived conditions of a zone change for detached sidewalks and enhanced landscaping, design review for a multiple family development, and increased finished grade	Approved by BCC	April 2017
ZC-0146-12	Reclassified 10 acres of the site from R-E and C-2 to R-4 zoning for a multiple family residential development	Approved by BCC	May 2012
CP-0979-11 (PA-0011-11)	Amendment to the Spring Valley Land Use Plan designating the subject parcels to Residential Urban Center	Adopted by BCC	March 2012
ZC-1322-04	Reclassified the western 4.5 acres from R-E to C-2 zoning with a design review for a retail center	Approved by BCC	September 2004

**Surrounding Land Use**

	<b>Planned Land Use Category</b>	<b>Zoning District</b>	<b>Existing Land Use</b>
North	Corridor Mixed-Use	U-V	Undeveloped (future mixed-use development)

### Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
South	Business Employment	C-2	Shopping center
East	Business Employment	R-E	Undeveloped
West	Entertainment Mixed-Use	H-1	Undeveloped

The subject site and the surrounding area to the east and south are in the Public Facility Needs Assessment (PFNA) area.

### STANDARDS FOR APPROVAL:

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

### Analysis

#### Current Planning

Title 30 standards of approval on an extension of time application state that such an application may be denied or have additional conditions imposed if it is found that circumstances have substantially changed. A substantial change may include, without limitation, a change to the subject property, a change in the areas surrounding the subject property, or a change in the laws or policies affecting the subject property. Using the criteria set forth in Title 30, no substantial changes have occurred at the subject site since the original approval. However, since approval of the last extension of time, the boundary of the PFNA has been increased and now the subject property is located within the PFNA area and as a result, staff recommends the applicant enter into a standard development agreement to provide a fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area.

Although the drainage study was approved in 2018, a preliminary subdivision minor map letter was issued in July 2021. Staff finds that the applicant has made some progress towards commencement of the project and can therefore support this request. However this will be the last extension of time staff can support.

#### Public Works - Development Review

There have been no significant changes in this area. Staff has no objection to this extension of time.

#### Staff Recommendation

Approval.

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

### PRELIMINARY STAFF CONDITIONS:

#### Current Planning

- Until April 19, 2024 to commence;

- 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.
- Applicant is advised that the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; 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**

- Compliance with previous conditions;
- Coordinate with Public Works - Design Division for the Maulc Avenuc/Badura Avenue Connection-Tenaya Way to El Capitan improvement project;
- Coordinate with Public Works - Traffic Division for the Traffic Signal System improvement project;
- Dedicate any right-of-way and easements necessary for the above-mentioned projects;
- 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 and for the above-mentioned projects;
- 90 days to record required right-of-way dedications and any corresponding casements for any collector street or larger and for the above-mentioned projects.

**Clark County Water Reclamation District (CCWRD)**

- No comment.

**TAB/CAC:** Spring Valley - approval (until April 19, 2023 to commence).

**APPROVALS:**

**PROTEST:**

**APPLICANT:** TPG/CORE (DURANGO & BADURA) ACQUISITIONS, LLC

**CONTACT:** KAEMPFER CROWELL, 1980 FESTIVAL PLAZA DR., STE 650, LAS VEGAS, NV 89135



# Department of Comprehensive Planning

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

Nancy A. Amundsen, Director

## NOTICE OF FINAL ACTION

April 18, 2022

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

REFERENCE: ET-22-400021 (WS-0793-16)

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 **April 06, 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**

- **Until April 19, 2024 to commence;**
- **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.**
- **Applicant is advised that the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; 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**

- **Compliance with previous conditions;**
- **Coordinate with Public Works - Design Division for the Maule Avenue/Badura Avenue Connection-Tenaya Way to El Capitan improvement project;**
- **Coordinate with Public Works - Traffic Division for the Traffic Signal System improvement project;**
- **Dedicate any right-of-way and easements necessary for the above-mentioned projects;**

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

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



# Department of Comprehensive Planning

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

Nancy A. Amundsen, Director



- 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 and for the above-mentioned projects;
- 90 days to record required right-of-way dedications and any corresponding easements for any collector street or larger and for the above-mentioned projects.

#### BOARD OF COUNTY COMMISSIONERS

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

# Commission Agenda Map

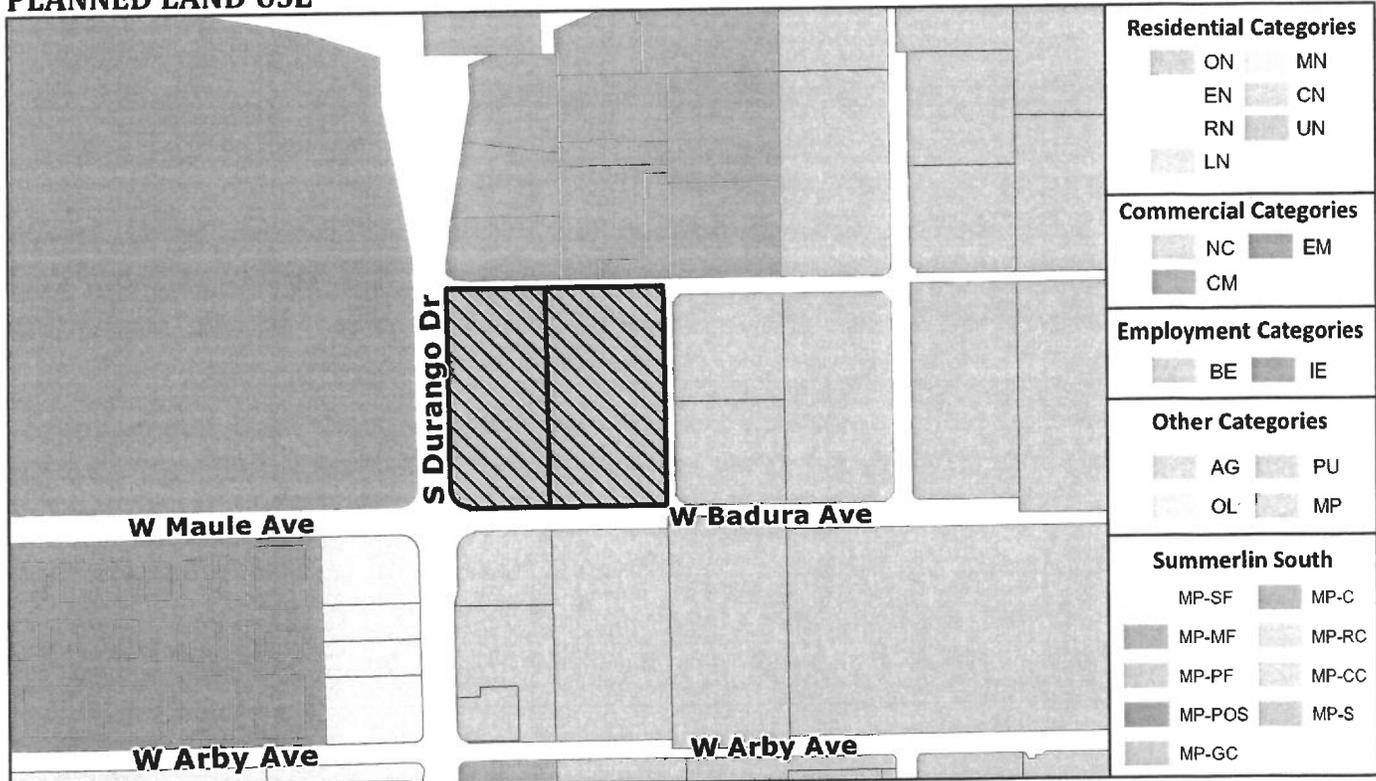
ET-22-40021

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)  
17604301002  
17604301001



0 125 250 500 Feet  
Map Created on 2/9/2022



**PUBLIC HEARING**

**APP. NUMBER/OWNER/DESCRIPTION OF REQUEST**

**ET-24-400051 (WS-0793-16)-TPG/CORE ACQUISITIONS, LLC:**

**WAIVERS OF DEVELOPMENT STANDARDS FOURTH EXTENSION OF TIME** for the following: **1)** increase building height; and **2)** alternative landscaping.

**DESIGN REVIEWS** for the following: **1)** multi-family residential development; and **2)** finished grade on 10.5 acres in an RM32 (Residential Multi-Family 32) Zone.

Generally located on the east side of Durango Drive and the north side of Badura Avenue within Spring Valley. MN/nai/ng (For possible action)

---

**RELATED INFORMATION:**

**APN:**

176-04-301-001; 176-04-301-002

**WAIVERS OF DEVELOPMENT STANDARDS:**

1. Increase the height of a proposed multi-family residential development to 42 feet where 35 feet is allowed (a 20% increase).
2.
  - a. Allow a 5 foot wide attached sidewalk with no landscaping along Durango Drive where a 15 foot wide landscape area with a detached sidewalk per Figure 30.64-17 or 30.64-18 is required.
  - b. Allow a 5 foot wide attached sidewalk with no landscaping along Durango Drive where 15 feet of landscape area with a detached sidewalk along the street frontage with medium trees, 24 inch box in size, and shrubs to cover 50% of the landscape area is required along collector and arterial streets.

**DESIGN REVIEWS:**

1. A multi-family residential development.
2. Increase the finished grade for a proposed multi-family residential development to 6 feet where a maximum of 36 inches (was previously 18 inches) is the standard (a 300% increase).

**LAND USE PLAN:**

SPRING VALLEY - URBAN NEIGHBORHOOD

**BACKGROUND:**

**Project Description**

**General Summary**

- Site Address: N/A
- Site Acreage: 10.5
- Project Type: Multiple family residential

- Number of Lots/Units: 224
- Density (du/ac): 21.4
- Number of Stories: 3
- Building Height (feet): Up to 42 feet 7 inches
- Open Space Required/Provided (square feet): 23,700/56,706
- Parking Required/Provided: 432/432

### Site Plans

The approved plans depict a site that was previously approved via ZC-0146-12 and WS-0793-16 for a multiple family residential development located on the east side of Durango Drive and on the north side of Badura Avenue. The development consists of 224 units on a 10.5 acre site with a density of 21.4 dwelling units per acre. Access to the site is located via a driveway entrance/exit along Durango Drive and Maule Ave. The site includes 7 residential buildings, leasing office, lounge, fitness center, and a centrally located swimming pool. Parking is located throughout the site and includes tenant garages and covered parking.

### Landscaping

The approved plans depict an existing 5 foot wide attached sidewalk and an existing 45 foot wide drainage easement along Durango Drive. Shrubs and groundcover are located in the drainage easement; however, no trees are allowed because of planting restrictions per Clark County Public Works. A 5 foot wide landscape area with additional shrubs and groundcover is located along the eastern boundary of the drainage easement. Waiver of development standards #2 and the waiver of conditions that was previously approved with WS-0793-16 are required to address this design. A 15 foot wide landscape area with a detached sidewalk is located along Badura Avenue. A 6 foot wide landscape area is located adjacent to an attached sidewalk along Maule Avenue to the north and a 10 foot wide intense landscape area is located adjacent to the eastern property line. The landscape materials in these areas include trees, shrubs, and groundcover as required by Title 30. Interior parking lot trees are generally distributed throughout the site. There is a dog park and centrally located pool area.

### Elevations

The approved plans depict 5 building types. The buildings are 3 stories and ranging in height from 32 feet to 39 feet 9 inches at the parapets, with architectural features ranging in height from 41 feet 4 inches to 42 feet 7 inches. Waiver of development standards #1 was requested to allow the increase in height to 42 feet. The facades include stucco siding with various colors, stone veneer, archways, balconies, and patios.

### Floor Plans

The approved plans depict 5 building types with a mixture of 1 and 2 bedroom units between 732 square feet and 1,226 square feet. There are a total of 133 attached garages. A 2,216 square foot leasing office, 1,224 square foot business center, 2,506 square foot clubhouse, 2,089 square foot fitness center, 366 square foot yoga room, and 1,600 square foot lounge are located on the first floor of Building 5.

Previous Conditions of Approval

Listed below are the approved conditions for: ET-22-400021 (WS-0793-16):

**Current Planning**

- Until April 19, 2024 to commence;
- 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.
- Applicant is advised that the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; 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**

- Compliance with previous conditions;
- Coordinate with Public Works - Design Division for the Maule Avenue/Badura Avenue Connection-Tenaya Way to El Capitan improvement project;
- Coordinate with Public Works - Traffic Division for the Traffic Signal System improvement project;
- Dedicate any right-of-way and easements necessary for the above-mentioned projects;
- 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 and for the above-mentioned projects;
- 90 days to record required right-of-way dedications and any corresponding easements for any collector street or larger and for the above-mentioned projects.

Listed below are the approved conditions for: ET-19-400172 (WS-0793-16):

**Current Planning**

- Until April 20, 2022, to commence.
- Applicant is advised that 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.

**Public Works - Development Review**

- Compliance with previous conditions.

Listed below are the approved conditions for: ADET-19-900191 (WS-0793-16):

**Current Planning**

- Until April 19, 2020, to commence.
- Applicant is advised that 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.

Listed below are the approved conditions for: WS-0793-16:

**Current Planning**

- Provide small trees 20 feet apart within the landscape area/drainage easement along Durango Drive;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that this application must commence within 2 years of approval date, or it will expire.

**Public Works - Development Review**

- Drainage study and compliance;
- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Title 30.32-040-9 are needed to mitigate drainage through the site;
- Traffic study and compliance;
- Full off-site improvements;
- Right-of-way dedication to include 35 feet to back of curb for Badura Avenue, 30 feet for Maule Avenue, 30 feet for Butler Street, and associated spandrels;
- If required by Regional Transportation Commission, dedicate and construct right-of-way for bus turnouts including passenger loading/shelter areas in accordance with Regional Transportation Commission standards.
- Applicant is advised that the installation of detached sidewalks on Badura Avenue will require dedication to back of curb and on Durango Drive 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 nonstandard improvements in the right-of-way; and that approval of this application will not prevent Public Works from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approvals.

Applicant's Justification

The applicant is requesting a 4th extension of time for WS-0793-16. The applicant states that they have approved early grading permits and will commence with the grading. The applicant is requesting an additional 2 year extension to commence this project.

**Prior Land Use Requests**

Application Number	Request	Action	Date
ET-22-400021 (WS-0793-16)	Third extension of time for a multiple family residential development	Approved by BCC	April 2022

**Prior Land Use Requests**

<b>Application Number</b>	<b>Request</b>	<b>Action</b>	<b>Date</b>
VS-22-0566	Vacated and abandoned easements	Approved by PC	December 2022
VS-19-0996	Vacated and abandoned easements - expired	Approved by BCC	February 2020
ET-19-400172 (WS-0793-16)	Second extension of time for a multiple family residential development	Approved by BCC	April 2020
ADET-19-900191 (WS-0793-16)	First administrative extension of time for a multiple family residential development	Approved by ZA	April 2019
WS-0793-16	Increased building height and allowed alternative landscaping, waived conditions of a zone change for detached sidewalks and enhanced landscaping, design review for a multiple family development, and increased finished grade	Approved by BCC	April 2017
ZC-0146-12	Reclassified 10.5 acres of the site from R-E and C-2 to R-4 zoning for a multiple family residential development	Approved by BCC	May 2012
CP-0979-11 (PA-0011-11)	Amendment to the Spring Valley Land Use Plan designating the subject parcels to Residential Urban Center	Adopted by BCC	March 2012

**Surrounding Land Use**

	<b>Planned Land Use Category</b>	<b>Zoning District (Overlay)</b>	<b>Existing Land Use</b>
North	Corridor Mixed-Use	CC	Uncommons
South	Business Employment	CG	Shopping center
East	Business Employment	CC	Undeveloped
West	Entertainment Mixed-Use	CR (PC)	Durango Hotel & Casino

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

**STANDARDS FOR APPROVAL:**

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

**Analysis**

**Comprehensive Planning**

Title 30 standards of approval for an extension of time state an application may be denied if it is found that circumstances have substantially changed. A substantial change may include, without limitation, a change to the subject property, a change in the areas surrounding the subject property, or a change in the laws, regulations, or policies affecting the subject property. Additionally, the applicant must demonstrate the project is progressing through the applicable development permit or licensing process.

Staff finds that there is an approved drainage study (PW23-19092) and an approved early grading permit (PW23-19092-EG01 and BD24-02802). Staff also finds there is an active subdivision map still in process (MSM21-600087) and an off-site improvement permit has been issued (PW22-20017). In the Notice of Final Action for WS-0793-16 a condition is listed for the project to commence within 2 years of approval date. One of the ways Title 30 defines the word commence, is for the grading of the site to have been started. Although the applicant has an approved early grading permit, early grading permits are excluded from review by the Department of Comprehensive Planning, and therefore do not qualify as commencement. Although this is the 4th extension of time, there has been progress for this project. As a result, staff can support this request.

**Public Works - Development Review**

There have been no significant changes in this area. Staff has no objection to this extension of time.

**Staff Recommendation**

Approval.

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

**PRELIMINARY STAFF CONDITIONS:**

**Comprehensive Planning**

- Until April 19, 2026 to commence or the application will expire, unless extended with approval of an extension of time.
- Applicant is advised 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 the applicant is solely responsible for ensuring compliance with all conditions and deadlines.

**Public Works - Development Review**

- Compliance with previous conditions.

**Fire Prevention Bureau**

- No comment.

**Clark County Water Reclamation District (CCWRD)**

- No comment.

**TAB/CAC:** Spring Valley - denial.

**APPROVALS:**

**PROTEST:**

**APPLICANT: KAEMPFER CROWELL**

**CONTACT: LEXA GREEN, KAEMPFER CROWELL, 1980 FESTIVAL PLAZA DRIVE,  
STE. 650, LAS VEGAS, NV 89135**



# Department of Comprehensive Planning

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

Sami Real, Director

## NOTICE OF FINAL ACTION

July 01, 2024

LEXA GREEN  
KAEMPFER CROWELL  
1980 FESTIVAL PLAZA DR, STE 650  
LAS VEGAS, NV 89135

REFERENCE: ET-24-400051 (WS-0793-16)

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

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of **June 18, 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**

- **Until April 19, 2026 to commence or the application will expire, unless extended with approval of an extension of time.**
- **Applicant is advised 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 the applicant is solely responsible for ensuring compliance with all conditions and deadlines.**

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

- **Applicant to install detached sidewalks along Durango Drive;**
- **Compliance with previous conditions.**

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

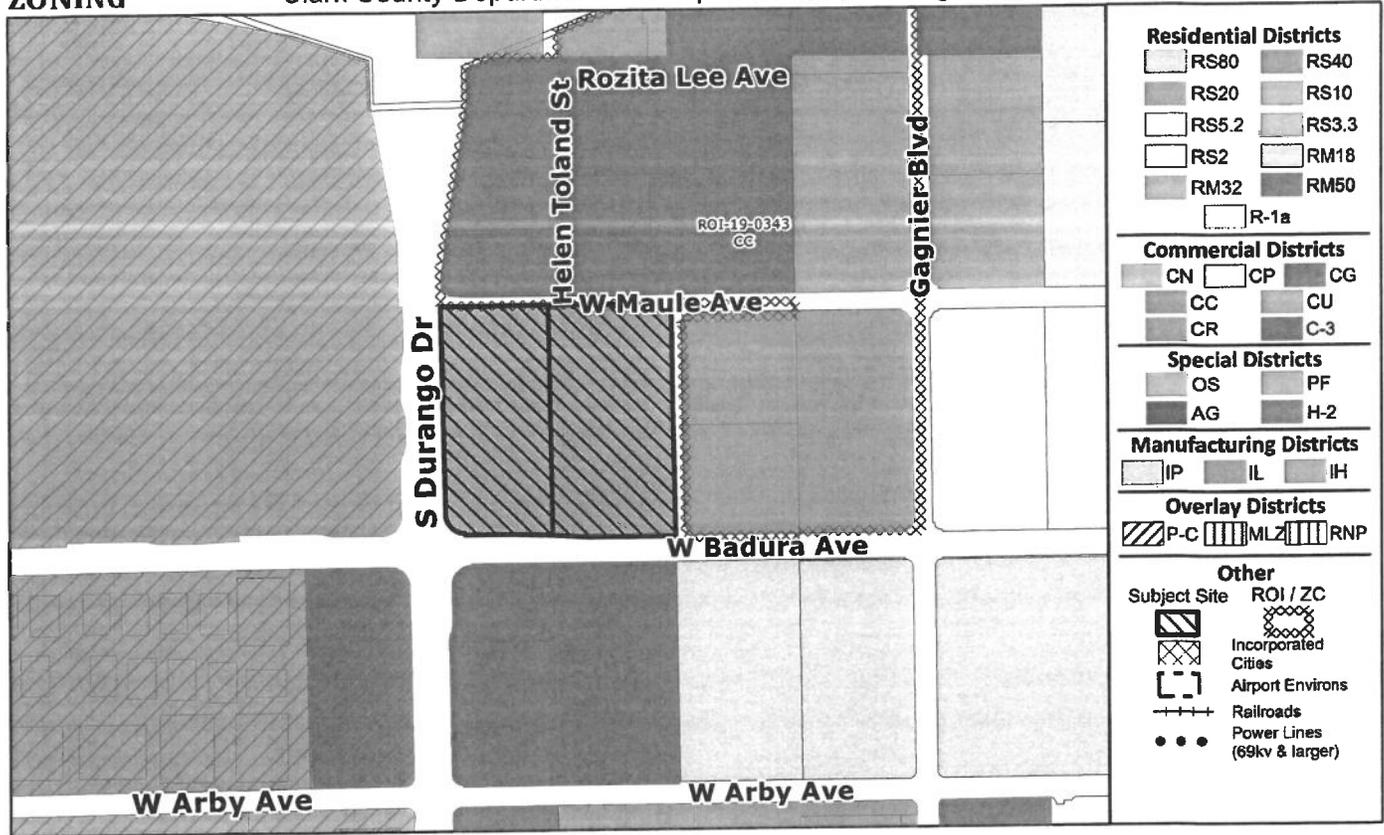
TICK SEGERBLOM, Chair • WILLIAM MCCURDY II, Vice Chair  
MICHAEL NAFT • MARILYN KIRKPATRICK • JUSTIN C. JONES • ROSS MILLER • JAMES B. GIBSON  
KEVIN SCHILLER, County Manager

# Commission Agenda Map

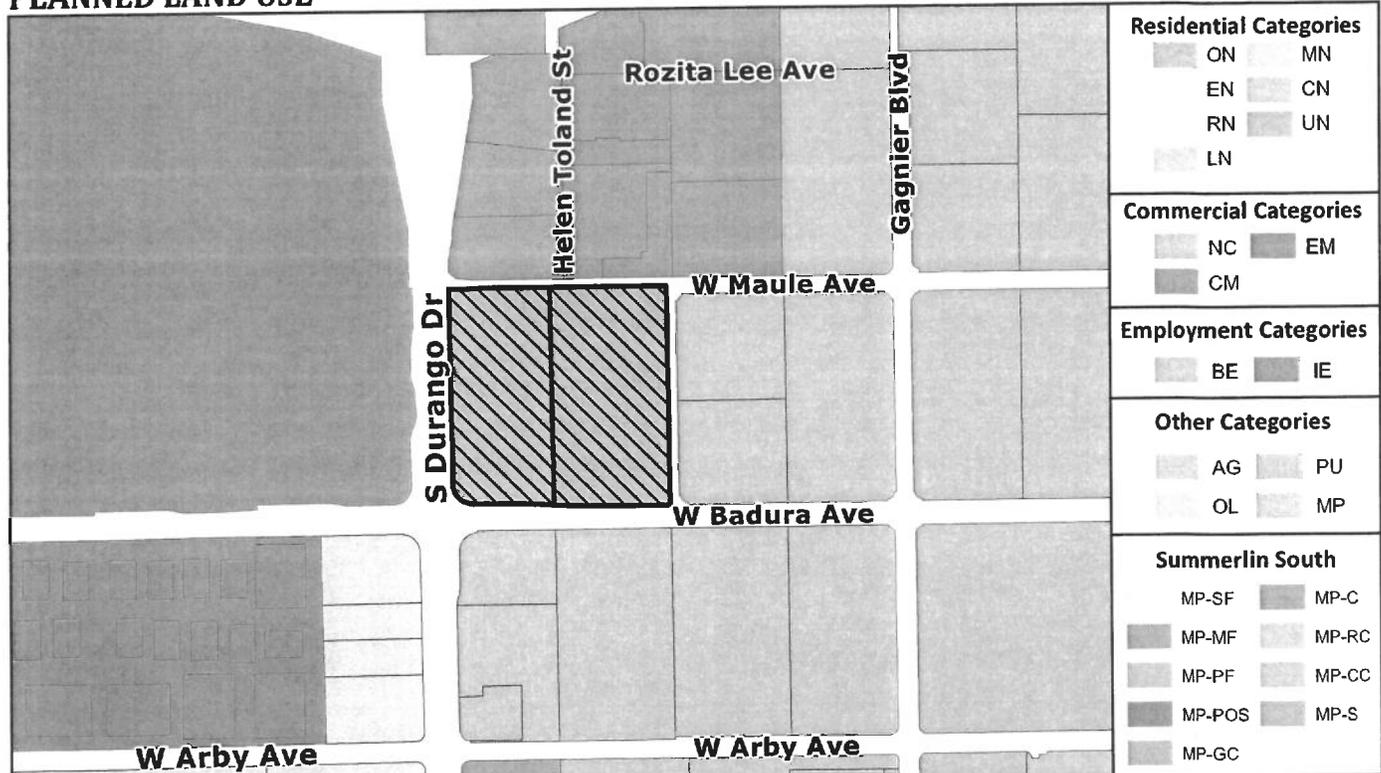
ET-24-400051

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)  
17604301002  
17604301001



0 125 250 500 Feet  
Map Created on 4/24/2021

