

CLARK COUNTY BOARD OF COMMISSIONERS

ZONING / SUBDIVISIONS / LAND USE

AGENDA ITEM

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

Recommendation: ORD-22-900041: Introduce an ordinance to consider adoption of a Development Agreement with KSKSAIZM Family Trust, ZSKSMAZ Township Family Trust for a commercial complex development (Buffalo and Badura) on 5.0 acres, generally located west of Buffalo Drive and north of Badura Avenue within Enterprise. JJ/tk (For possible action)

FISCAL IMPACT:

None by this action.

BACKGROUND:

The Board of County Commissioners (Board) approved a land use application NZC-21-0166 for a commercial complex development (Buffalo and Badura) on 5.0 acres, generally located generally located west of Buffalo Drive and north of Badura Avenue within Enterprise. Conditions of approval included the developer and/or owner entering into a Development Agreement prior to any permits being issued in order to provide their fair-share contribution towards public infrastructure necessary to provide service in the southwest portion of the Las Vegas Valley.

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

Staff recommends the Board set a public hearing for March 2, 2022.

Cleared For Agenda
02/16/22

BILL NO. _____

SUMMARY - An ordinance to adopt the Development Agreement with KSKSAIZM Family Trust, ZSKSMAZ Township Family Trust for a commercial complex development (Buffalo and Badura) on 5.0 acres, generally located west of Buffalo Drive and north of Badura Avenue within Enterprise.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH KSKSAIZM FAMILY TRUST, ZSKSMAZ TOWNSHIP FAMILY TRUST FOR A COMMERCIAL COMPLEX DEVELOPMENT (BUFFALO AND BADURA) ON 5.0 ACRES, GENERALLY LOCATED WEST OF BUFFALO DRIVE AND NORTH OF BADURA AVENUE WITHIN ENTERPRISE. AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

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

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.20 of the Clark County Code, the Development Agreement with KSKSAIZM Family Trust, ZSKSMAZ Township Family Trust for a commercial complex development (Buffalo and Badura) on 5.0 acres, generally located west of Buffalo Drive and north of Badura Avenue within Enterprise, is hereby adopted.

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

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

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

PROPOSED on the _____ day of _____, 2022

INTRODUCED by: _____

PASSED on the _____ day of _____, 2022

VOTE:

AYES: _____

NAYS: _____

ABSTAINING:

ABSENT:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
JAMES B. GIBSON, Chair

ATTEST:

Lynn Marie Goya, County Clerk

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

APN(s): **176-04-701-008**
Please Return to: Joel McCulloch
Comprehensive Planning Department
1st Floor, Clark County Government Center
500 Grand Central Parkway
Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK

AND

ZSKSAIZM FAMILY TRUST, ZSKSMAZ TOWNSHIP FAMILY TRUST

FOR

BUFFALO – BADURA

ORD-22-900041

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 **ZSKSAIZM FAMILY TRUST, ZSKSMAZ TOWNSHIP FAMILY TRUST** the Owner of the real property described on Exhibit "A" attached hereto (hereinafter referred to as the "Owner") and incorporated herein by reference.

SECTION 1 – DEFINITIONS

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

- (a) "Agreement" has the meaning assigned to it in the first paragraph hereof. Agreement at any given time includes all addenda and exhibits incorporated by reference and all amendments, which have become effective as of such time.
- (b) "Applicable Rules" means and refers to the following:
 - (i) 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 Planned Community, 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 Planned Community, unless and until the parties agree that the development of the Planned Community 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) "CCRFCD" means the Clark County Regional Flood Control District.
- (f) "Code" means the Clark County Code, including all rules, regulations, standards, criteria, manuals and other references adopted herein.
- (g) "Concurrent Approvals" means the zoning, land use or map approvals and authorizations, relating to the subject property, together with the applicable conditions, as granted by the County Commission, including without limitation those approvals and conditions of approval per **NZC-21-0166**, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.
- (h) "County" means the County of Clark, State of Nevada together with its successors and assigns.
- (i) "County Commission" means the Board of County Commissioners or Planning Commission of the County of Clark, State of Nevada.
- (j) "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.
- (k) "Development Agreement Ordinance" means Chapter 30.20 of the Clark County Unified Development Code (Title 30) along with any other Chapters of the Clark County Code that are relevant to this agreement.
- (l) "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.
- (m) "NDOT" means Nevada Department of Transportation.
- (n) "NRS" means Nevada Revised Statutes.
- (o) "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.
- (p) "Planned Community" means the Subject Property and the proposed development of the Subject Property described in this Agreement.
- (q) "Street Improvements" means public or private facilities that may include but are not limited to fire hydrants, sidewalks, curbs, gutters, pavement, gravel, aggregate base, streetlights, street name signs, traffic signals and signs, pavement markings, other applicable traffic control

devices, survey monuments, flood control and drainage facilities which are permitted within public rights-of-way as required by the County.

(r) "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".

(s) "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 Planned Community 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 Clark County 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 Planned Community 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 Planned Community 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 Planned Community. 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 Planned Community 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 Planned Community 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 PLANNED COMMUNITY

3.01 Time for Construction and Completion of the Planned Community. 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 Planned Community. Nothing herein shall be construed to require the Owner to develop the Planned Community 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 Planned Community 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 Planned Community may proceed as if all of it were in an area designated "Community District 2" notwithstanding that portions of the Planned Community which otherwise have the characteristics of "Community District 3".

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 Planned Community 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 Planned Community. 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 Planned Community 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 Planned Community, they will pay the fees as set forth in the Public Facilities Chart below, hereinafter referred to as Chart 4.01-A, except as modified by this Section 4.01.

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

CHART 4.01-A PUBLIC FACILITIES CHART			
Type of Development	Infrastructure Category		Total
	Parks	Public Safety¹	
Single Family Dwelling Unit (per dwelling unit)	\$532.93	\$900.81	\$1433.74
Multi Family Dwelling Unit (per dwelling unit)	\$532.93	\$883.24	\$1416.17
Retail (per square foot gross floor area)	N/A	\$0.60	\$0.60
Office (per square foot gross floor area)	N/A	\$0.67	\$0.67
Industrial (per square foot gross floor area)	N/A	\$0.40	\$0.40
Hotel (per room)	N/A	\$902.27	\$902.27
¹ Fees only for Fire; no Metro			

4.02 Parks. In addition to the fees for parks in Chart 4.01-A above, Owner agrees that this development is subject to the Residential Construction Tax, as set forth and defined in Nevada Revised Statutes.

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 Transportation 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 Planned Community 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 Planned Community 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-reference 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 their 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, they 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 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, 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 Planned Community within the area covered by a recorded subdivision map shall be subject to the obligations of Owner as to the portion of the Planned Community 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 Planned Community.

(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 Planned Community 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 Planned Community.

(d) Financial Transactions. Owner has full discretion and authority to transfer, assign or encumber the Planned Community 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 there from, 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 Planned Community. 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 Planned Community. Owner agrees to indemnify, hold harmless, and provide and pay all costs for a defense for County in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is solely caused by the intentional or negligent act of County, its officers, agents, employees, or representatives.

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

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

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

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

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

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

7.09 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

7.10 Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the County or Owner, as the case may be.

7.11 Recording Amendments. Promptly after the Effective Date, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of County and Owner in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon the completion of performance of this Agreement or its earlier revocation or termination, a statement evidencing said completion or revocation signed by appropriate officers of County and Owner shall be recorded in the Official Records of Clark County, Nevada.

7.12 Release. Each residential lot 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 a building permit for the construction of a residence thereon.

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(p) of this Agreement. Owner further acknowledges and agrees that it voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.

7.16 No Third Party Beneficiary Rights. This Agreement shall inure solely to the benefit of each party hereto and its successors and permitted assigns and nothing in this Agreement, express or implied, shall confer upon any other person or entity, including the public or any member thereof, any rights, benefits or remedies of any nature whatsoever.

[signatures appear on following page]

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written, as authorized by Ordinance No. 1579 of the Clark County Code, to be effective on the date shown in Section 2.01(c).

COUNTY:

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

Attest:

By: _____
Marilyn K. Kirkpatrick, Chair

Lynn Marie Goya, County Clerk

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

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

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

NOTARY PUBLIC

Signature

My Commission expires: _____

OWNER:

ZSKSAIZH Family Trust, ZSKSMAN Township Family Trust
PRINT OWNER NAME UMER MALIK.

By: Umer Zahid Malik
Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 1 day of February, 2022.

by Umer Zahid Malik
(Printed Name of Document Signer)



NOTARY PUBLIC

Elisha Scrogum
Signature

My Commission expires: Feb. 12, 2022

Exhibit “A”
Legal Description

(see next page for attachment)

LEGAL DESCRIPTION

APN: 176-04-701-008

THE EAST HALF (E ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.B.&M., CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS CONVEYED TO THE COUNTY OF CLARK, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA BY DEDICATION IN FEE RECORDED MAY 20, 2021 IN BOOK 20210520 AS INSTRUMENT NO. 03032 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

Exhibit “B”
Development Agreement Owner Correspondence

Exhibit “B”
Development Agreement Owner/Applicant Correspondence

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

Address all Correspondence as follows:

Owner

ZSKSAIZM Family Trust, ZSKSMAZ Township Family Trust
11510 Mystic Rose Ct.
Las Vegas, NV 89138

Applicant/Correspondent

Taney Engineering
6030 S. Jones Blvd.
Las Vegas, NV 89118

Exhibit “C”

Agenda Sheet, Notice of Final Action, and Agenda Map

(see next page for attachments)

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

CERTIFICATE OF REVOCABLE FAMILY TRUST

AFFIANTS being first duly sworn, depose and say

Contemporaneously with the execution of this Certificate, the undersigned, Umer Malik, resident of Clark County, Nevada, have executed that certain document entitled, the ZS KS AI ZM FAMILY TRUST (Revocable living Trust) dated June 2, 2021 which provides in pertinent parts as follows:

1. TRUSTOR: The Trustors under the terms of said Trust are Umer Malik
2. TRUSTEE: The Trustees under the terms of said Trust are Umer Malik
3. SUCCESSOR TRUSTEE: In the event of the death or incapacity of Umer Malik, Amina Shahid shall serve a trustee hereunder. In the event of the death or incapacity of Amina Shahid, Imran Malik and Zaryaab Shahid, shall serve as a co-Trustees of all the trusts hereunder. In the death of Imran Malik and Zaryaab Shahid. unable or unwilling to serve as a successor Trustee, Zain Malik, Ariz Malik, Ayaat Imran and Kashan Shahid shall serve as Successor Trustee of all of the trusts herunder. Attached Schedule A.
4. POWER TO AMEND OR REVOKE: During the life of the Trustors, the Trust may be revoked in whole or in part by the instrument in writing signed by the Trustors and delivered to the Trustees. The Trustors may at any time during their life amend any of the terms of the Trust by an instrument in writing signed by the Trustors and delivered to the Trustees.
5. POWER TO ACT ALONE: Property of the Trust may be held, retained or managed by any one of the original Trustees acting alone without obtaining permission from other original Trustee.
6. IDENTIFICATION NUMBER: The Identification number of the Trust shall be the social security of the either Trustor.
7. FORM AND TITLE: When transferring title of the Family Trust or naming the Family Trust beneficiary, new title should be held or designation should be made as follows: " Umer Malik as Trustees of the ZS KS AI ZM FAMILY TRUST (Revocable living Trust) dated June 2, 2021 The Term u/a/d stands for "under agreement dated."
8. POWERS OF THE TRSUTEE(S):
 - (a) To register any securities or the property held hereunder in the names of the Trustees or in the name of the nominee, with or without the addition of the words indicating that such securities or other property are held in the fiduciary capacity, and to hold in bearer

from any securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of the Trustees shall show that all such investments are part of their respective funds.

- (b) To hold, manage, invest and account for the separate Trusts in one or more consolidated funds, in whole or in part, as they may determine. As to each consolidated fund, the division into the various shares comprising such fund need to be made only upon Trustees' book of account.
- (c) To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration and removal of gas, oil, and other minerals; and to enter into the community oil lease, pooling and unitization agreements.
- (d) To borrow money, mortgage, Pledge or lease Trust assets for whatever period of time Trustee shall determine, even beyond the expected term of the respective Trust.
- (e) To hold and retain any property, real or personal, in the form in which the same may be at the time of the receipt thereof, as long as in the exercise of their discretion it may be advisable so to do, notwithstanding same may not be of a character authorized by law for investment of the Trust funds.
- (f) To invest and reinvest in their absolute discretion, and they shall not be restricted in their choice of investments to such investment as permissible for fiduciaries under any present or future applicable law, notwithstanding that same may constitute an interest in a partnership.
- (g) To advance funds to any of the Trusts for any Trust purpose. The interest rate imposed for such advances shall not exceed the current rates.
- (h) To institute, compromise, and defend any action and proceedings.
- (i) To vote, in person or by proxy, at corporate meetings any shares of stock in any Trust created herein, and to participate in or consent to any voting trust, reorganization, dissolution, liquidation, merger or other action affecting any such shares of stock or any corporation which has issued such shares of stock.
- (j) To participate, allot, and distribute, in undivided interest or in kind, or partly in money and partly in kind, and to sell such property as Trustees may deem necessary to make division or partial or final distribution of any of the Trusts.
- (k) To determine what principal or income of the Trusts and apportion and allocate receipts and expenses as between these accounts.
- (l) To make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other person deemed suitable by the Trustees, or by direct payment of such beneficiary's expenses.

- (m) To employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation, which shall be deemed part of the expenses of the Trusts and powers hereunder.
- (n) To accept additions of property to the Trusts, whether made by the Trustors, a member of the Trustors' family, by any beneficiaries hereunder, or by anyone interested in such beneficiaries.
- (o) To hold on deposit or to deposit any funds of any Trust created herein, whether part of the original Trust fund or received thereafter, in one or more savings and loan associations, bank or other financing institution and in such form of account, whether or not interest bearing, as Trustees may determine, without regard to the amount of any such deposit or to whether or not it would otherwise be suitable investment for funds of a Trust.
- (p) To open and maintain safety deposit boxes in the name of this Trust.
- (q) To make distributions to any Trust or beneficiary hereunder in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of the specific property so distributed. The Trustors request but to do not direct, that the Trustees make distributions in a manner which will result in maximizing the aggregate increase in the income tax basis of the assets of the estate on the account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.
- (r) The powers enumerated in NRS 163.265 or NRS 163.410, inclusive, are hereby incorporated herein to the extent they do not conflict with any other provisions of this instrument.
- (s) The enumeration of certain powers of the Trustees shall not limit their general powers, subject always to the discharge of their fiduciary obligations, and being vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.
- (t) The Trustee shall have the power to invest Trust assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of the accounts in which such option transactions will be effected.
- (u) In regard to the operation of any closely held business of the Trust, the Trustees shall have the following powers:

1. The power to retain and continue the business engaged in by the Trust or to recapitalize, liquidate or sell the same,
2. The Power to direct, control, supervise, manage, or participate in the operation of the business and to determine the manner and degree of the fiduciary's active participation in the management of the business and to that end to delegate all or any part of the power to supervise, manage or operate the business to such person or persons as the fiduciary may select, including any individual who may be a beneficiary or Trustee hereunder.
3. The power to engage, compensate and discharge, or as a stockholder owning the stock of
the Corporation, to vote for the engagement, compensation and discharge of such managers, employees, agents, attorneys, accountants, consultants or other representatives, including anyone who may be beneficiary or Trustee hereunder.
4. The power to become or continue to be an officer, director or employee of the Corporation and to be paid reasonable compensation from such Corporation as such officer, director and employee, in addition to any compensation otherwise allowed by the law.
5. The Power to invest or to employ in such business such other assets of the Trust estate.

(v) To borrow money at the interest rates than prevailing from any individual, bank or other source, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the Trust property by mortgage, pledge, or otherwise, to make a guaranty of, including a third party guaranty.

9. **POWERS OF THE CO-TRUSTEE TO ACT ALONE:** As long as Trustors are also Co-Trustees, either one of the Co-Trustees may act alone with reference to any powers of the Trustee just as if he or she was sole Trustee. Any person dealing with one of the Trustees shall not have the right to insist on the other Co-Trustee joining in on any transaction.

10. REPRESENTATION: The Trustors represent the Trust has not been revoked or amended to make any representations contained in this certification incorrect and that signatures below are those of all the currently acting Trustees.

11. Attached Schedule A

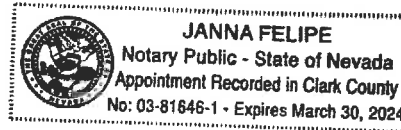
FURTHER YOUR AFFIANT SAYETH NAUGHT.



Umer Malik

SUBSCRIBED and SWORN to me
this 2nd of June, 2021


NOTARY PUBLIC
Janna Felipe



Schedule A
Schedule of Primary Beneficiaries

Imran Malik	15%
Amina Shahid	5%
Nasim Akhtar	5%
Zahid Malik	5%
Zain Malik	15%
Ariz Malik	15%
Zara Malik	15%
Iqra Malik	5%
Kashan Shahid	5%
Zaryaab Shahid	5%
Ayyat Imran	5%
Ania Malik	5%

Imran Zahid

ZSKSMAZ TOWNSHIP FAMILY TRUST
(Revocable living Trust)

Date December 1, 2019

The ZSKSMAZ TOWNSHIP FAMILY TRUST (Revocable living Trust) dated December 1, 2019 which provides in pertinent parts as follows:

1. TRUSTOR: The Trustors under the terms of said Trust are Iqra Malik and Umer Malik
2. TRUSTEE: The Trustees under the terms of said Trust are Iqra Malik and Umer Malik
3. SUCCESSOR TRUSTEE: In the event of the death or incapacity of Iqra Malik and Umer Malik, Amina Shahid shall serve a trustee hereunder. In the event of the death or incapacity of Amina Shahid, Imran Malik and Zaryaab Shahid, shall serve as a co-Trustees of all the trusts hereunder. In the death of Imran Malik and Zaryaab Shahid, unable or unwilling to serve as a successor Trustee, Zain Malik, Ariz Malik, Ayaat Imran and Kashan Shahid shall serve as Successor Trustee of all of the trusts herunder.
4. POWER TO AMEND OR REVOKE: During the life of the Trustors, the Trust may be revoked in whole or in part by the instrument in writing signed by the Trustors and delivered to the Trustees. The Trustors may at any time during their life amend any of the terms of the Trust by an instrument in writing signed by the Trustors and delivered to the Trustees.
5. POWER TO ACT ALONE: Property of the Trust may be held, retained or managed by any one of the original Trustees acting alone without obtaining permission from other original Trustee.
6. IDENTIFICATION NUMBER: The Identification number of the Trust shall be the social security of the either Trustor.
7. FORM AND TITLE: When transferring title of the Family Trust or naming the Family Trust beneficiary, new title should be held or designation should be made as follows: "Umer Malik and Iqra Malik as Trustees of the ZSKSMAZ TOWNSHIP FAMILY TRUST, Dated December 1, 2019 The Term u/a/d stands for "under agreement dated."
8. POWERS OF THE TRUSTEE(S):
 - (a) To register any securities or the property held hereunder in the names of the Trustees or in the name of the nominee, with or without the addition of the words indicating that such securities or other property are held in the fiduciary capacity, and to hold in bearer from any securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of the Trustees shall show that all such investments are part of their respective funds.

- (b) To hold, manage, invest and account for the separate Trusts in one or more consolidated funds, in whole or in part, as they may determine. As to each consolidated fund, the division into the various shares comprising such fund need to be made only upon Trustees' book of account.
- (c) To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration and removal of gas, oil, and other minerals; and to enter into the community oil lease, pooling and unitization agreements.
- (d) To borrow money, mortgage, Pledge or lease Trust assets for whatever period of time Trustee shall determine, even beyond the expected term of the respective Trust.
- (e) To hold and retain any property, real or personal, in the form in which the same may be at the time of the receipt thereof, as long as in the exercise of their discretion it may be advisable so to do, notwithstanding same may not be of a character authorized by law for investment of the Trust funds.
- (f) To invest and reinvest in their absolute discretion, and they shall not be restricted in their choice of investments to such investment as permissible for fiduciaries under any present or future applicable law, notwithstanding that same may constitute an interest in a partnership.
- (g) To advance funds to any of the Trusts for any Trust purpose. The interest rate imposed for such advances shall not exceed the current rates.
- (h) To institute, compromise, and defend any action and proceedings.
- (i) To vote, in person or by proxy, at corporate meetings any shares of stock in any Trust created herein, and to participate in or consent to any voting trust, reorganization, dissolution, liquidation, merger or other action affecting any such shares of stock or any corporation which has issued such shares of stock.
- (j) To participate, allot, and distribute, in undivided interest or in kind, or partly in money and partly in kind, and to sell such property as Trustees may deem necessary to make division or partial or final distribution of any of the Trusts.
- (k) To determine what principal or income of the Trusts and apportion and allocate receipts and expenses as between these accounts.
- (l) To make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other person deemed suitable by the Trustees, or by direct payment of such beneficiary's expenses.
- (m) To employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation, which shall be deemed part of the expenses of the Trusts and powers hereunder.

- (n) To accept additions of property to the Trusts, whether made by the Trustors, a member of the Trustors' family, by any beneficiaries hereunder, or by anyone interested in such beneficiaries.
- (o) To hold on deposit or to deposit any funds of any Trust created herein, whether part of the original Trust fund or received thereafter, in one or more savings and loan associations, bank or other financing institution and in such form of account, whether or not interest bearing, as Trustees may determine, without regard to the amount of any such deposit or to whether or not it would otherwise be suitable investment for funds of a Trust.
- (p) To open and maintain safety deposit boxes in the name of this Trust.
- (q) To make distributions to any Trust or beneficiary hereunder in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of the specific property so distributed. The Trustors request but to do not direct, that the Trustees make distributions in a manner which will result in maximizing the aggregate increase in the income tax basis of the assets of the estate on the account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.
- (r) The powers enumerated in NRS 163.265 or NRS 163.410, inclusive, are hereby incorporated herein to the extent they do not conflict with any other provisions of this instrument.
- (s) The enumeration of certain powers of the Trustees shall not limit their general powers, subject always to the discharge of their fiduciary obligations, and being vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.
- (t) The Trustee shall have the power to invest Trust assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of the accounts in which such option transactions will be effected.
- (u) In regard to the operation of any closely held business of the Trust, the Trustees shall have the following powers:
 - 1. The power to retain and continue the business engaged in by the Trust or to recapitalize, liquidate or sell the same.
 - 2. The Power to direct, control, supervise, manage, or participate in the operation of the business and to determine the manner and degree of the fiduciary's active participation

in the management of the business and to that end to delegate all or any part of the power to supervise, manage or operate the business to such person or persons as the fiduciary may select, including any individual who may be a beneficiary or Trustee hereunder.

3. The power to engage, compensate and discharge, or as a stockholder owning the stock of the Corporation, to vote for the engagement, compensation and discharge of such managers, employees, agents, attorneys, accountants, consultants or other representatives, including anyone who may be beneficiary or Trustee hereunder.
 4. The power to become or continue to be an officer, director or employee of the Corporation and to be paid reasonable compensation from such Corporation as such officer, director and employee, in addition to any compensation otherwise allowed by the law.
 5. The Power to invest or to employ in such business such other assets of the Trust estate.
- (v) To borrow money at the interest rates than prevailing from any individual, bank or other source, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the Trust property by mortgage, pledge, or otherwise, to make a guaranty of, including a third party guaranty.

9. POWERS OF THE CO-TRUSTEE TO ACT ALONE: As long as Trustors are also Co-Trustees, either one of the Co-Trustees may act alone with reference to any powers of the Trustee just as if he or she was sole Trustee. Any person dealing with one of the Trustees shall not have the right to insist on the other Co-Trustee joining in on any transaction.

10. REPRESENTATION: The Trustors represent the Trust has not been revoked or amended to make any representations contained in this certification incorrect and that signatures below are those of all the currently acting Trustees.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

Umer Zaid Malik 12-1-2019

Umer Malik

Iqra Malik 12-1-2019

Iqra Malik

COMMERCIAL COMPLEX
(TITLE 30)

UPDATE
BADURA AVE/BUFFALO DR

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

**NZC-21-0166-SRISURO CHOTCHAI & SUTHANYA & ROJANASATHIT SOMKIETR
& CHINDA:**

ZONE CHANGE to reclassify 5.0 acres from an R-E (Rural Estates Residential) (AE-60) Zone to a C-2 (General Commercial) (AE-60) Zone.

USE PERMITS for the following: **1)** reduce the separation from a convenience store to a residential (multiple family) use; **2)** reduce the setback from a gasoline station (fuel canopy) to a residential (multiple family) use; and **3)** reduce the setback from a vehicle wash (automobile) to a residential (multiple family) use.

WAIVERS OF DEVELOPMENT STANDARDS for the following: **1)** allow modified driveway design standards; and **2)** allow alternative driveway geometrics.

DESIGN REVIEWS for the following: **1)** restaurant buildings with drive-thru lanes; **2)** retail buildings; **3)** tavern; **4)** convenience store; **5)** vehicle wash; **6)** gasoline station; **7)** vehicle maintenance (smog check); **8)** alternative parking lot landscaping; and **9)** finished grade in the CMA Design Overlay District.

Generally located on the west side of Buffalo Drive and the north side of Badura Avenue within Spring Valley (description on file). MN/md/jd (For possible action)

RELATED INFORMATION:

APN:

176-04-701-008

USE PERMITS:

1. Reduce the separation from a convenience store to a residential (multiple family) use to 165 feet where a minimum of 200 feet is required per Table 30.44-1 (a 17.5% reduction).
2. Reduce the setback from a gasoline station (fuel canopy) to a residential (multiple family) use to 135 feet where a minimum of 200 feet is required per Table 30.44-1 (a 32.5% reduction).
3. Reduce the setback from a vehicle wash to a residential (multiple family) use to 133 feet where a minimum of 200 feet is required per Table 30.44-1 (a 33.5% reduction).

WAIVERS OF DEVELOPMENT STANDARDS:

1. a. Reduce throat depth to 9 feet where a minimum of 100 feet is required (Badura Avenue) per Uniform Standard Drawing 222.1 (a 91% reduction).
- b. Reduce throat depth to 16 feet where a minimum of 100 feet is required (Buffalo Drive) per Uniform Standard Drawing 222.1 (an 84% reduction).

- c. Reduce throat depth to 22 feet where a minimum of 100 feet is required (Maule Avenue) per Uniform Standard Drawing 222.1 (a 68% reduction).
 2.
 - a. Reduce the driveway departure distance (driveway off-set) from Maule Avenue for a driveway along Buffalo Drive to 99 feet where a departure distance of 190 feet is required per Uniform Standard Drawing 222.1 (a 47.9% reduction).
 - b. Reduce the driveway departure distance (driveway off-set) from Buffalo Drive for a driveway along Badura Avenue to 181 feet where a departure distance of 190 feet is required per Uniform Standard Drawing 222.1 (a 4.8% reduction).

DESIGN REVIEWS:

1. Restaurant buildings with drive-thru lanes.
2. Retail buildings.
3. Tavern.
4. Convenience store.
5. Vehicle wash (automobile).
6. Gasoline station (fuel canopy).
7. Vehicle maintenance (smog check).
8. Alternative parking lot landscaping.
9. Increase finished grade to 60 inches where a maximum of 18 inches is the standard per Section 30.32.040 (a 234% increase).

LAND USE PLAN:

SPRING VALLEY - BUSINESS AND DESIGN/RESEARCH PARK

BACKGROUND:

Project Description

General Summary

- Site Address: N/A
- Site Acreage: 5
- Project Type: Commercial complex
- Number of Stories: 1
- Building Height (feet): 25 (retail 1/tavern)/23 (retail 2 and 3)/23 (retail 4)/26 (convenience store and vehicle wash)/ 23 (fuel canopy)
- Square Feet: 9,200 (retail 1)/5,300 (tavern)/2,600 (retail 2)/4,300 (retail 3)/4,800 (retail 4)/4,000 (convenience store)/1,300 (vehicle wash)/4,280 (fuel canopy)
- Parking Required/Provided: 158/162

Neighborhood Meeting Summary

This request is for a nonconforming zone change to reclassify 5 acres from an R-E zone to a C-2 zone to permit a commercial development with 2 restaurants with drive-thru lanes, retail buildings, tavern, convenience store, vehicle wash (automobile), and a gasoline station (fuel canopy). The applicant conducted a neighborhood meeting on February 16, 2021, as required by the nonconforming zone boundary amendment process. The required meeting notices were mailed to the neighboring property owners within 1,500 feet of the project site. Four people

attended the meeting expressing concerns with the existing Buffalo Drive and Badura Avenue intersection. The attendees did not offer any objections to the proposed development.

Site Plans

The plans depict a proposed development consisting of 2 restaurants and retail buildings with drive-thru lanes (Retail 2 and Retail 3), 2 retail buildings (Retail 1 and Retail 4), a tavern, convenience store with vehicle wash (automobile), and a gasoline station (fueling canopy). The first restaurant building (Retail 3) is located at the northeast corner of the site, and the second restaurant building (Retail 2), is centrally located within the site with a setback of 43 feet from the east property line adjacent to Buffalo Drive. Both restaurants feature a single, 12 foot wide drive-thru lane. The drive-thru for Retail 3 is located along the east portion of the building and circulates around the north and west sides of the restaurant. The drive-thru lane for Retail 2 features a dual drive-thru lane, measuring 12 feet in width for each lane transitioning into a single, 12 foot wide aisle circulating around the south and east sides of the building. A retail building (Retail 1) and a tavern are located on the western portion of the project site. Retail 4 is located at the northwest corner of the site, along Maule Avenue. The convenience store with vehicle wash, and the gasoline station (fuel canopy) are located at the southwest and southeast corners of the project site, respectively. A smog check station is located immediately south of the vehicle wash. All smog testing equipment will be stored within an enclosed building. A use permit is necessary to reduce the separation between the convenience store, vehicle wash, and gasoline station from the multiple family development to the south, across Badura Avenue. A design review is requested to permit an increase in fill at the northeast corner of the convenience store, the north portion of Retail 1, and Retail 2. Below is a table reflecting the building setbacks from the north, south, east, and west property lines of the site.

Building Setback from Property Lines (in feet)				
Building:	Property Line			
	North	East	South	West
Tavern and Retail 1	145	228	228.5	6
Retail 2 (Drive-thru restaurant)	319.5	43	241	183
Retail 3 (Drive-thru restaurant)	31	41	528	175
Retail 4	15.5	236	528	6
Convenience store and vehicle wash	434	150	63	72.5
Gasoline station (fuel canopy)	421	50	65	196

Access to the development is granted via a single commercial driveway along Maule Avenue, 2 commercial driveways along Buffalo Drive, and 1 commercial driveway along Badura Avenue. The proposed throat depth of the driveways necessitates a waiver of development standards request. A second waiver is requested for the departure distances from the intersection of Maule Avenue and Buffalo Drive, and Badura Avenue and Buffalo Drive. Future cross-access is provided at the southwest corner of the proposed development. The commercial buildings are interconnected through a series of 5 foot wide pedestrian walkways. Additionally, 5 foot wide

pedestrian walkways connect the commercial buildings to the attached sidewalk along Maule Avenue and the detached sidewalks along Buffalo Drive and Badura Avenue. The proposed development requires 158 parking spaces where 162 spaces are provided.

Landscaping

The plans depict a 15 foot wide landscape area, including a 5 foot wide detached sidewalk, located along Buffalo Drive. A 10 foot wide intense landscape buffer, including a 5 foot wide attached sidewalk, is located at the northeast corner of the site, adjacent to the drive-thru lane located along Maule Avenue. A 6 foot wide landscape area, including a 5 foot wide attached sidewalk, is located at the northwest corner of the project site. A 15 foot wide landscape area, including a 5 foot wide detached sidewalk, is located adjacent to Badura Avenue. A design review to permit alternative parking lot landscaping in lieu of the required number of landscape finger islands is required. Twenty-seven trees are required within the interior of the parking lot where 40 large canopy trees have been provided and, as part of this review, diamond planters are proposed within the parking lot. The diamond planters are located along the east side of Retail 1 and the tavern, and within the central and northern portion of the project site.

Elevations

The plans depict 2 proposed retail and restaurant buildings (Retail 2 and Retail 3) with a maximum height of 23 feet to the top of the parapet wall. Varying rooflines have been incorporated into the design of the buildings. The restaurant buildings feature a stucco exterior, an aluminum storefront window system, with a decorative metal trellis located above the entrance to each building. The plans for Retail 4 depict a maximum height of 23 feet to the top of the parapet wall. Varying rooflines have been incorporated into the design of the buildings. The building features a stucco exterior, an aluminum storefront window system, with a decorative metal trellis located above the entrance to the building. The plans for Retail 1 and the tavern depict a maximum height of 25 feet to the top of the parapet wall. Varying rooflines have been incorporated into the design of the buildings. The retail building features a stucco exterior, an aluminum storefront window system, with a decorative metal trellis located at the north and south entrances to the building.

The fuel canopy has a maximum height of 23 feet to the top of the parapet wall. The canopy will consist of a stucco exterior and will be painted with neutral, earth tone colors matching the proposed buildings within the commercial complex.

The plans depict a proposed convenience store and vehicle wash with a height ranging from 23 feet to 26 feet to the top of the parapet wall. Varying rooflines have been incorporated into the overall design of the building. The building consists of a stucco exterior with an aluminum storefront window system. The bay door to the vehicle wash is located along the east side of the building, oriented towards Buffalo Drive. The bay door will be screened by the fuel canopy and street landscaping along Buffalo Drive. An overhead door for the smog check equipment is located on the south side of the building, facing towards Badura Avenue. The street landscaping will screen the overhead door from the public right-of-way. The parapet roof system on all building elevations will screen the rooftop mounted equipment from public view. All building elevations will be painted with neutral, earth tone colors and include wall sconce lighting.

Floor Plans

Below is a table reflecting the building area for each structure:

Floor Area for Proposed Uses		
Building:	Uses	Area (Square Feet)
Retail 1	Retail	9,200
Tavern	On-premises consumption of alcohol	5,300
Retail 2	Retail and restaurant with drive-thru	2,600
Retail 3	Retail and restaurant with drive-thru	4,300
Retail 4	Retail	4,800
Convenience Store	Retail	4,000
Vehicle Wash	Vehicle wash for automobiles	1,300
Gasoline Station	Fuel canopy	4,280

The plans depict an open shell space for the retail buildings, restaurants, tavern, convenience store, and vehicle wash, with the final interior layouts to be determined by the future tenants.

Signage

Signage is not a part of this request.

Applicant's Justification

The convenience store, vehicle wash, and gasoline station are separated by Badura Avenue, which will be a minimum of 70 feet wide at full construction. Due to the limited lot size, the departure distance for the driveway located along Buffalo Drive must be reduced. The driveway entrance is right-in and right-out access, and traffic is less severe compared to a full driveway entrance with left and right in and out. Due to the limited lot size, the driveway entrance located at the southeast portion of the site, along Badura Avenue, has been pushed all the way to the west property line. The driveway entrance on Buffalo Drive will be able to meet the established requirements by providing the 148 feet of throat depth. The 2 driveway entrances for the gasoline station require the throat depth reduction due to the configuration and access requirement of the gas pump. The entrance on Maule Avenue also requires a throat depth reduction. The total overall throat depth dimension added together is 197 feet, which is about double the size of the required throat depth as single access of 100 feet. Therefore, the proposed design meets the intent of the throat depth requirement. Alternative parking lot landscaping is requested as the interior of the parking lot is required to have 27 trees. The landscape plan depicts 40 large canopy trees in the interior parking lot area, and 48 trees along the perimeter of the site. An intense landscape buffer with 2 rows of trees, 20 feet on center are provided to screen the drive-thru area where the drive-thru area is facing Buffalo Drive. The proposed development will be an enhancement and an asset to the area and bring the area into a more contemporary style of urban architecture. The retail development is compatible with the surrounding neighborhood and will provide an environment of stable and desirable character consistent with the County's policies and regulations. An increase in finished grade is also requested due to the topographical conditions of the project site. The primary areas for the increase in fill will occur at the northeast corner of the convenience store and along the north portions of Retail Building 1 and Retail Building 2 (drive-thru restaurant).

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North	Business and Design/Research Park	R-4	Multiple family residential (currently under construction)
South	Business and Design/Research Park	R-4	Multiple family residential
East	Business and Design/Research Park	C-2	Undeveloped
West	Business and Design/Research Park	R-E	Undeveloped

This site and the adjacent areas to the south and west are located within the Public Facilities 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

Zone Change

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

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

The applicant states that over the years, the surrounding area's land use has been changed from the original land use plan. The north and south sides of this parcel are all converted to high-density multiple family use, which requires a higher level of commercial services. Due to the location of the project on Buffalo Drive, which is a major arterial street connecting to the freeway with on and off-ramp, the commercial development will serve the community well with gas station, convenience store, and some drive-thru fast food services. An office and research campus has been constructed on the north side of the CC 215 and Buffalo Drive interchange, and the retail components will fit this location with better use of land and positive impact to the community.

To the east of the project site, across Buffalo Drive, are 3 undeveloped C-2 zoned parcels totaling 61.8 acres with a planned land use of Commercial General. To the north of the project site, across Maule Avenue, is a multiple family development currently under construction with R-4 zoning and a planned land use of Business and Design/Research Park. To the south of the project site, across Badura Avenue, is an existing multiple family development zoned R-4 with a planned land use of Business and Design/Research Park. Immediately to the west of the proposed development is an undeveloped parcel, consisting of 5 acres, with R-E zoning and a

planned land use of Business and Design/Research Park. The proposed development fronts on an arterial street, Buffalo Drive, with secondary access from a collector street, Badura Avenue. Staff finds the existing land uses to the north, south, east, and west of the project site are compatible and similar to the intensity of uses proposed with the commercial development. Based on the character of the surrounding area, staff finds the proposed zoning is consistent and compatible with the surrounding area.

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

The applicant indicates the density and intensity of the uses by the amendment is compatible with the existing land use in the surrounding area. All buildings are single story with contemporary retail design with appropriate scale and finishes.

To the east of the project site, across Buffalo Drive, are 3 undeveloped C-2 zoned parcels totaling 61.8 acres with a planned land use of Commercial General. To the north of the project site, across Maule Avenue, is an R-4 zoned multiple family development with a density of 21.8 dwelling units per acre with a planned land use of Business and Design/Research Park. To the south of the proposed development, across Badura Avenue, is an R-4 zoned multiple family development with a density of 21.1 dwelling units per acre with a planned land use of Business and Design/Research Park. A U-V zoned, mixed-used development, consisting of 23 dwelling units per acre, with a planned land use of Business and Design/Research Park is located 340 feet to the southwest of the project site. Approximately 380 feet to the west of the proposed development is an existing R-3 multiple family development with a density of 17.9 dwelling units per acre with a planned land use of Business and Design/Research Park. Staff finds the density and intensity of the uses allowed by the nonconforming zone boundary amendment are compatible with the existing and planned land uses in the surrounding area.

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

The applicant indicates there will not be a substantial adverse effect on public facilities and services, such as road, access, schools, parks, and fire and police facilities, and stormwater and drainage facilities, as a result of the proposed retail uses.

There has been no indication from service providers that this request will have a substantial adverse effect on public facilities and services. Various Clark County service departments have reviewed the development proposal based on the information submitted by the applicant, and based on the comments received from those service providers, the project is not anticipated to have additional impacts on the surrounding infrastructure beyond what would have been anticipated for a commercial development.

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

The applicant states the proposed development complies with multiple goals and policies from the Clark County Comprehensive Master Plan. Future cross-access is provided at the southwest corner of the project site, to the adjacent undeveloped parcel to the west. Commercial driveways are provided along Badura Avenue (collector street) and Buffalo Drive (arterial street). Furthermore, the proposed development includes design variations to building mass, including different elevations, roof forms, and surface planes by stair-stepping building height, breaking-up the mass (mass refers to height, bulk, and scale of a building) and shifting building placement.

The site complies with Urban Land Use Policy 10 of the Comprehensive Master Plan, which encourages, in part, site designs that are compatible with adjacent land uses and off-site circulation patterns. The request complies with Urban Land Use Policy 66 that encourages commercial development to provide access points on arterial and collector streets and not on local neighborhood streets. The proposed site design complies with Urban Land Use Policy 67, which encourages, in part, ensuring that commercial developments are complementary with abutting uses through site planning and building design. Furthermore, the proposed site conforms to Urban Land Use Policy 74 that encourages, commercial developments to provide and maintain perimeter and interior parking lot trees for shade and visual relief, while maintaining view corridors to storefront areas.

Summary

Zone Change

Several undeveloped parcels, with a planned land use of Commercial General totaling 68.1 acres, are located immediately to the east of the project site across Buffalo Drive. Immediately to the north and south of the project site, across Maule Avenue and Badura Avenue respectively, are multiple family developments with R-4 zoning. The reclassification of this site to a C-2 zone would allow the proposed commercial development within a zoning district that is compatible with existing and planned land uses in the area. Land Use Goal 2 of the Comprehensive Master Plan encourages projects to provide opportunities for a mix of uses such as commercial, entertainment, and multiple family residential within close proximity to each other. Staff finds the C-2 zoning for the project site provides an appropriate mix of uses that are consistent and compatible with the surrounding areas and will serve the surrounding multiple family developments that are within walking distance to the commercial development. The proposed uses are compatible with the existing planned land uses in the area; therefore, staff recommends approval of the zone change.

Use Permits

A use permit is a discretionary land use application that is considered on a case by case basis in consideration of Title 30 and the Comprehensive Master Plan. One of several criteria the applicant must establish is that the use is appropriate at the proposed location and demonstrate the use shall not result in a substantial or undue adverse effect on adjacent properties. The multiple family development located on the south side of Badura Avenue, is set back 22 feet from the north property line adjacent to the public right-of-way, providing additional separation from the proposed commercial uses. Furthermore, the existing and proposed 15 foot wide street landscape areas along the north and south sides of Badura Avenue, respectively, should provide additional mitigation to the separation reduction between the commercial uses and multiple

family development. Staff finds the reduced separation from the commercial uses should have minimal to no impact on the multiple family development; therefore, recommends approval.

Waivers of Development Standards

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

Design Reviews #1 through #7

The design of the proposed commercial buildings feature variations in building height contributing to breaking-up the mass of the structures. Staff finds the commercial buildings comply with Urban Specific Policy 19 of the Comprehensive Master Plan, which encourages varying building heights and breaking-up the mass of the buildings. The proposed landscaping also complies with Urban Specific Policy 73, which encourages perimeter and interior parking lot trees for shade and visual relief. Commercial Policy 65 encourages commercial development design that will provide opportunities for cross-access with adjoining sites to reduce or limit points of ingress and egress on arterial or collector streets to reduce on-site and off-site traffic congestion and hazards. Cross-access has been provided to the adjacent parcel at the southwest corner of the project site. Commercial Policy 66 states development should provide access points on arterial and collectors and not on local neighborhood streets. Commercial driveways are proposed along Buffalo Drive, an arterial street, and Maule Avenue, a collector street. Height, color, and material variations have been incorporated into the design of the buildings providing for visual relief. The design of the commercial complex complies with multiple goals and policies of the Comprehensive Master Plan; therefore, staff recommends approval.

Design Review #8

Staff finds the proposed alternative parking lot landscaping, including the distribution of the trees and landscape finger islands, is appropriate for the project site and complies with Commercial Policy 73 that encourages providing and maintaining perimeter and interior parking lot trees for shade relief, while maintaining view corridors to storefront areas. The commercial development requires 27 trees for the interior of the parking lot where 40 large canopy trees have been distributed throughout the interior of the project site. Staff finds the additional proposed landscaping will reduce the “heat island” effect, and improve the aesthetics of the project site and the surrounding area; therefore, recommends approval.

Public Works - Development Review

Waiver of Development Standards #1

Staff has no objection to the reduction in the throat depths for the commercial driveways. To help improve the traffic circulation, the applicant is providing 4 commercial driveways to access the site that should see equal use, with most of them having a significant distance on the ingress sides to allow vehicles to exit the right-of-way without conflict.

Waiver of Development Standards #2a

Staff has no objection to the reduction in the departure distance for the northernmost Buffalo Drive commercial driveway. The increase in the throat depth for the driveway will help prevent the vehicles from stacking into the right-of-way by allowing them to exit without any immediate conflicts.

Waiver of Development Standards #2b

Staff has no objection to the reduced distance from the intersection to the commercial driveway on Badura Avenue. The applicant placed the driveway as far west as the site's frontage will allow.

Design Review #9

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

Staff Recommendation

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

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

PLANNING COMMISSION ACTION: June 1, 2021 – APPROVED – Vote: Unanimous

Current Planning

- Resolution of Intent to complete in 3 years;
- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a new application for a nonconforming zone boundary amendment may be required in the event the building program and/or conditions of the subject application are proposed to be modified in the future; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; and that the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified.

Public Works - Development Review

- Drainage study and compliance;
- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Section 30.32.040(a)(9) are needed to mitigate drainage through the site;

- Traffic study and compliance;
- Full off-site improvements;
- Right-of-way dedication to include 45 feet to 50 feet to the back of curb for Buffalo Drive plus the right-of-way necessary for a dedicated right turn lane from Buffalo Drive to Badura Avenue, 35 feet to 40 feet to the back of curb for Badura Avenue, 30 feet for Maule Avenue, and associated spandrels;
- Coordinate with Public Works - Design Division for the Maule/Badura Connection improvement project;
- Dedicate any right-of-way and easements necessary for the Maule/Badura Connection improvement project;
- Coordinate with Public Works - Traffic Management Division for the Traffic Signal installation and improvements.
- 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 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.

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been initiated for this project; to email sewerlocation@cleanwaterteam.com and reference POC Tracking #00168-2021 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require a new POC analysis.

TAB/CAC: Spring Valley - denial.

APPROVALS: 1 card

PROTESTS: 1 card

APPLICANT: CHOTCHAI SRISURO

CONTACT: YIHONG LIU + ASSOCIATES, LTD., 1669 W. HORIZON RIDGE PARKWAY, SUITE 120, HENDERSON, NV 89012



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

July 19, 2021

YIHONG LIU + ASSOCIATES, LTD
1669 W. HORIZON RIDGE PARKWAY, SUITE 120
HENDERSON, NV 89012

REFERENCE: NZC-21-0166

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 **July 07, 2021** and was **APPROVED** subject to the conditions listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

CONDITIONS OF APPROVAL -

Current Planning

- Resolution of Intent to complete in 3 years;
- Provide a second cross access point if compatible development is proposed on the parcel to the west;
- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a new application for a nonconforming zone boundary amendment may be required in the event the building program and/or conditions of the subject application are proposed to be modified in the future; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; and that the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified.

Public Works - Development Review

- Drainage study and compliance;

BOARD OF COUNTY COMMISSIONERS

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



Department of Comprehensive Planning

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

Nancy A. Amundsen, Director

- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Section 30.32.040(a)(9) are needed to mitigate drainage through the site;
- Traffic study and compliance;
- Full off-site improvements;
- Right-of-way dedication to include 45 feet to 50 feet to the back of curb for Buffalo Drive plus the right-of-way necessary for a dedicated right turn lane from Buffalo Drive to Badura Avenue, 35 feet to 40 feet to the back of curb for Badura Avenue, 30 feet for Maule Avenue, and associated spandrels;
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BOARD OF COUNTY COMMISSIONERS

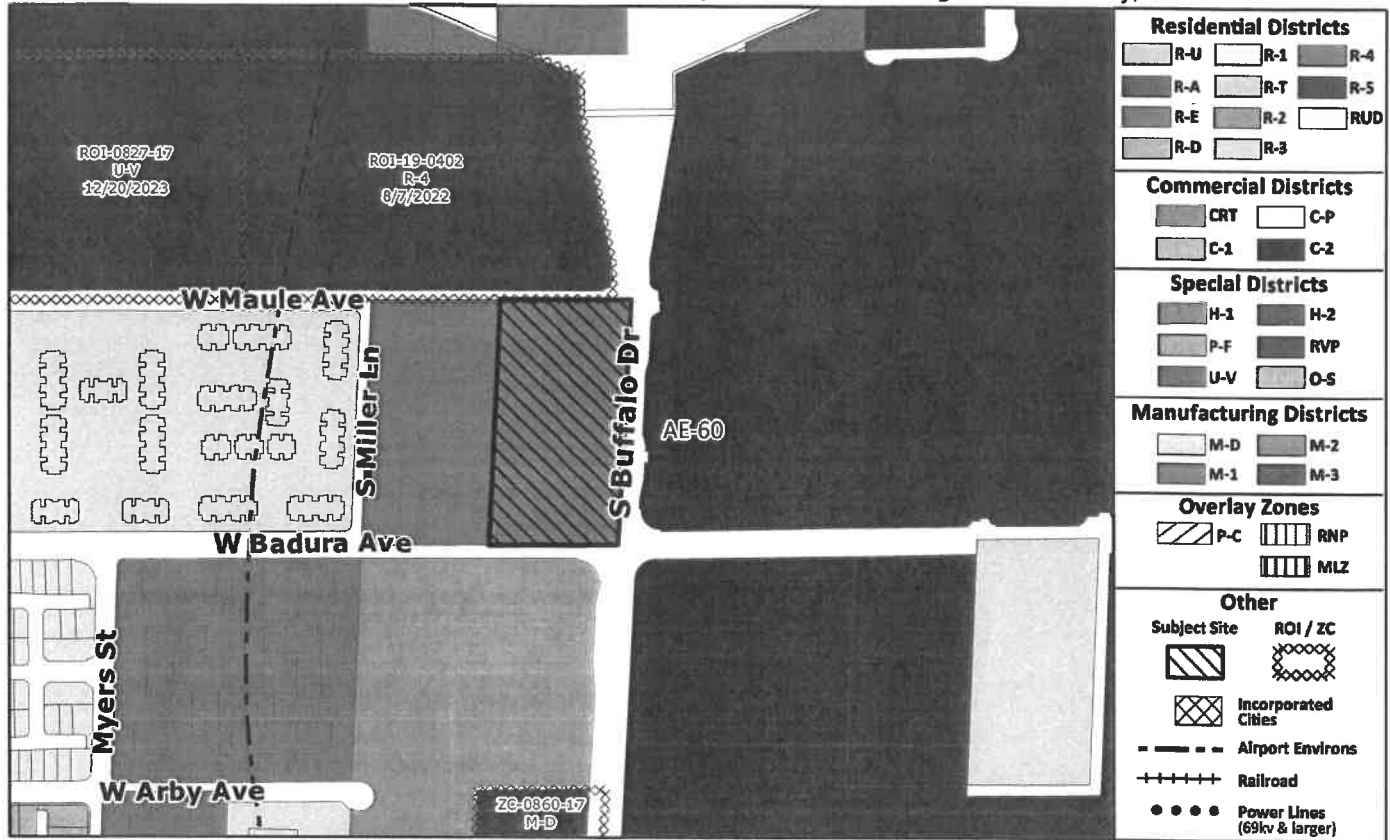
MARILYN KIRKPATRICK, Chair • JAMES B. GIBSON, Vice Chair
MICHAEL NAFT • JUSTIN C. JONES • TICK SEGERBLOM • ROSS MILLER • WILLIAM MCCURDY II
YOLANDA T. KING, County Manager

Commission Agenda Map

NZC-21-0166

ZONING

Clark County Department of Comprehensive Planning, Clark County, Nevada



PLANNED LAND USE



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

Subject Parcel(s)
17604701008



0 125 250 500 Feet
Map Created on 4/15/2021



ORD-22-90004

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE (FEET) WHEN MAP REDUCED FROM 1:12,500 ORIGINAL

0 100 200 300 400 500

MAP LEGEND

PARCEL BOUNDARY

SUB BOUNDARY

PMLD BOUNDARY

ROAD EASEMENT

MATCH / LEADER LINE

HISTORIC LOT LINE

HISTORIC SUB BOUNDARY

HISTORIC PMLD BOUNDARY

SECTION LINE

CONDOMINIUM UNIT

AIR SPACE PCL

RIGHT OF WAY PCL

SUB-SURFACE PCL

PB 24-43 PLAT RECORDING NUMBER

5 BLOCK NUMBER

5 LOT NUMBER

000 GSV LOT NUMBER

ASSESSOR'S PARCELS - CLARK COUNTY, NV.

Briana Johnson - Assessor

T22S R60E

4

176-04-7

137 138 139

164 163 162

175 176 177

193 192 191

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29 30 31 32

Rev: 6/25/2021

Scale: 1" = 200'

TAX DIST 417