

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

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

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**Recommendation:** ORD-22-900035: Introduce an ordinance to consider adoption of a Development Agreement with Surelink Storage Las Vegas, LLC for a mini-warehouse development (Decatur Mini Storage) on 2.2 acres, generally located north of Eldorado Lane and west of Decatur Boulevard within Enterprise. MN/tk (For possible action)

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**FISCAL IMPACT:**

None by this action.

**BACKGROUND:**

The Board of County Commissioners (Board) approved a land use application ZC-19-0434 for a mini-warehouse development (Decatur Mini Storage) on 2.2 acres, generally located north of Eldorado Lane and west of Decatur Boulevard 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 Surelink Storage Las Vegas, LLC for a mini-warehouse development (Decatur Mini Storage) on 2.2 acres, generally located north of Eldorado Lane and west of Decatur Boulevard within Enterprise

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

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH SURELINK STORAGE LAS VEGAS, LLC FOR A MINI-WAREHOUSE DEVELOPMENT (DECATUR MINI STORAGE) ON 2.2 ACRES, GENERALLY LOCATED NORTH OF ELDORADO LANE AND WEST OF DECATUR BOULEVARD 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 Surelink Storage Las Vegas, LLC for a mini-warehouse development (Decatur Mini Storage) on 2.2 acres, generally located north of Eldorado Lane and west of Decatur Boulevard 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: \_\_\_\_\_

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

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\_\_\_\_\_  
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): **176-12-501-018 & 176-12-501-017**

Please Return to: Joel McCulloch

Comprehensive Planning Department

1<sup>st</sup> Floor, Clark County Government Center

500 Grand Central Parkway

Las Vegas, Nevada 89155

**DEVELOPMENT AGREEMENT**

**BETWEEN**

**THE COUNTY OF CLARK**

**AND**

**SURELINK STORAGE LAS VEGAS, LLC**

**FOR**

**DECATUR MINI STORAGE**

**ORD-22-900035**

## 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 **SURELINK STORAGE LAS VEGAS, LLC** the Owner of the real property described on Exhibit "A" attached hereto (hereinafter referred to as the "Owner") and incorporated herein by reference.

### SECTION 1 – DEFINITIONS

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

(a) "Agreement" has the meaning assigned to it in the first paragraph hereof. Agreement at any given time includes all addenda and exhibits incorporated by reference and all amendments, which have become effective as of such time.

(b) "Applicable Rules" means 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 **ZC-19-0434**, 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.

<b>CHART 4.01-A PUBLIC FACILITIES CHART</b>			
<b>Type of Development</b>	<b>Infrastructure Category</b>		<b>Total</b>
	<b>Parks</b>	<b>Public Safety<sup>1</sup></b>	
<b>Single Family Dwelling Unit</b> (per dwelling unit)	<b>\$532.93</b>	<b>\$900.81</b>	<b>\$1433.74</b>
<b>Multi Family Dwelling Unit</b> (per dwelling unit)	<b>\$532.93</b>	<b>\$883.24</b>	<b>\$1416.17</b>
<b>Retail</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$0.60</b>	<b>\$0.60</b>
<b>Office</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$0.67</b>	<b>\$0.67</b>
<b>Industrial</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$0.40</b>	<b>\$0.40</b>
<b>Hotel</b> (per room)	<b>N/A</b>	<b>\$902.27</b>	<b>\$902.27</b>
<sup>1</sup> 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, 1<sup>st</sup> 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, 5<sup>th</sup> Floor  
P.O. Box 552215  
Las Vegas, Nevada 89155-2215

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

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

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

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

7.12 Release. Each 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]*



OWNER:

PRINT OWNER NAME

By:

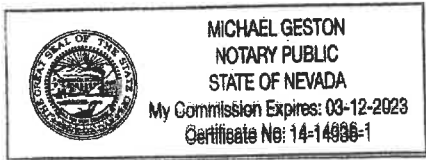
Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA           )  
  )ss:  
COUNTY OF CLARK        )

This instrument was acknowledged before me on the 20<sup>th</sup> day of JANUARY, 2022,

by RANDALL PEARSON  
(Printed Name of Document Signer)



NOTARY PUBLIC

[Signature]

Signature

My Commission expires: 03 / 12 / 2023

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: \_\_\_\_\_

**Exhibit “A”**  
**Legal Description**

**(see next page for attachment)**

A.P.N.: 176-12-501-018 and 176-12-501-017  
File No: NCS-958982-HHLV (KR)  
R.P.T.T.: \$8,262.00

When Recorded Mail To: Mail Tax Statements To:  
Sure Link Storage LV

***GRANT, BARGAIN and SALE DEED***

*FOR A VALUABLE CONSIDERATION*, receipt of which is hereby acknowledged,

David Neman, a single man and Ramin Neman, a single man and AYB Investments, LLC,  
a Nevada limited liability company

do(es) hereby *GRANT, BARGAIN and SELL* to  
Sure Link Storage LV

the real property situate in the County of Clark, State of Nevada, described as follows:

**PARCEL 1:**

**THE NORTH 132 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.B. & M.**

**PARCEL 2:**

**THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 60 EAST M.D.B. & M.**

**EXCEPT THE NORTH 132.00 FEET THEREOF.**

**EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO COUNTY OF CLARK BY GRANT, BARGAIN, SALE DEED RECORDED APRIL 25, 2017 IN BOOK 20170425, AS INSTRUMENT NUMBER 01993, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.**

*TOGETHER* with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

**Subject to**

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

**Date: 03/11/2020**

\_\_\_\_\_  
David Neman

\_\_\_\_\_  
Ramin Neman

AYB Investments, LLC, a Nevada limited liability  
company

By: \_\_\_\_\_  
Name: Allen Y. Benyamin  
Title: Manager

STATE OF     **NEVADA**             )  
  : **ss.**  
COUNTY OF   **CLARK**             )

This instrument was acknowledged before me on \_\_\_\_\_ by  
**David Neman.**

\_\_\_\_\_  
Notary Public  
(My commission expires: \_\_\_\_\_ )

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated **March 11, 2020** under Escrow No. **NCS-958982-HHLV.**

**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 176-12-501-018  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

2. Type of Property

- a) ☐ Vacant Land      b) ☐ Single Fam. Res.  
c) ☐ Condo/Twnhse      d) ☐ 2-4 Plex  
e) ☐ Apt. Bldg.      f) ☐ Comm'l/Ind'l  
g) ☐ Agricultural      h) ☐ Mobile Home  
i) ☐ Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3. a) Total Value/Sales Price of Property:

\$1,620,000.00

b) Deed in Lieu of Foreclosure Only (value of property) ( \$ \_\_\_\_\_ )

c) Transfer Tax Value:

\$1,620,000.00

d) Real Property Transfer Tax Due

\$8,262.00

4. **If Exemption Claimed:**

a. Transfer Tax Exemption, per 375.090, Section: \_\_\_\_\_

b. Explain reason for exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION  
(REQUIRED)**

**BUYER (GRANTEE) INFORMATION  
(REQUIRED)**

Print Name: David Neman and Ramin Neman  
and AYB Investments, LLC

Print Name: Sure Link Storage LV LLC

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

First American Title Insurance  
Company National Commercial

Print Name: Services

File Number: NCS-958982-HHLV KR/ KR

Address: 8311 W. Sunset Road, Suite 100

City: Las Vegas

State: NV Zip: 89113

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

A.P.N.: 176-12-501-018 and 176-12-501-017  
File No: NCS-958982-HHLV (KR)  
R.P.T.T.: \$8,262.00

When Recorded Mail To: Mail Tax Statements To:  
Sure Link Storage LV

***GRANT, BARGAIN and SALE DEED***

*FOR A VALUABLE CONSIDERATION*, receipt of which is hereby acknowledged,

David Neman, a single man and Ramin Neman, a single man and AYB Investments, LLC,  
a Nevada limited liability company

do(es) hereby *GRANT, BARGAIN and SELL* to  
Sure Link Storage LV

the real property situate in the County of Clark, State of Nevada, described as follows:

**PARCEL 1:**

**THE NORTH 132 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.B. & M.**

**PARCEL 2:**

**THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 60 EAST M.D.B. & M.**

**EXCEPT THE NORTH 132.00 FEET THEREOF.**

**EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO COUNTY OF CLARK BY GRANT, BARGAIN, SALE DEED RECORDED APRIL 25, 2017 IN BOOK 20170425, AS INSTRUMENT NUMBER 01993, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.**

*TOGETHER* with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.



PARCEL 1:

2C-12-434 LD

THE NORTH 132 FEET OF THE SOUTHEAST  
QUARTER (SE 1/4) OF THE SOUTHEAST  
QUARTER (SE 1/4) OF THE NORTHEAST  
QUARTER (NE 1/4) OF THE NORTHEAST  
QUARTER (NE 1/4) OF SECTION 12,  
TOWNSHIP 22 SOUTH, RANGE 60 EAST,  
M.D.B. &M.

PARCEL 2:

THE SOUTHEAST QUARTER (SE 1/4) OF  
THE SOUTHEAST QUARTER (SE 1/4) OF  
THE NORTHEAST QUARTER (NE 1/4) OF  
THE NORTHEAST QUARTER (NE 1/4) OF  
SECTION 12, TOWNSHIP 22 SOUTH, RANGE  
60 EAST M.D.B. & M.

EXCEPT THE NORTH 132.00 FEET  
THEREOF.

EXCEPTING THEREFROM THAT PORTION  
AS CONVEYED TO COUNTY OF CLARK BY  
GRANT, BARGAIN, SALE DEED RECORDED  
APRIL 25, 2017 IN BOOK 20170425, AS  
INSTRUMENT NUMBER 01993, OFFICIAL  
RECORDS OF 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**

Randal Curtis  
1345 Encinitas Boulevard Suite 518  
Encinitas, CA 92024

**Applicant/Correspondent**

SPARC Design Group Attn: Michael Pancirov  
1604 South Commerce street, Suite B  
Las Vegas, NV 89102

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

**(see next page for attachments)**



# Department of Comprehensive Planning

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

Nancy A. Amundsen, Director

## NOTICE OF FINAL ACTION

October 18, 2021

PETYA BALOVA  
BALOVA ENGINEERING  
7495 W. AZURE DRIVE, SUITE 140-C  
LAS VEGAS, NV 89130

REFERENCE: ET-21-400131 (ZC-19-0434)

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

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of **October 06, 2021** and was **APPROVED** subject to the conditions listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

### **CONDITIONS OF APPROVAL -**

#### **Current Planning**

- Until July 17, 2023 to commence.
- Applicant is advised that the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; and that the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified.

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

- Coordinate with Public Works - Design Division for the Decatur Boulevard improvement project;
- Compliance with previous conditions.
- Applicant is advised that the County purchased right-of-way for Decatur Boulevard from APN 176-12-501-017 in June 2021, and a portion of said right-of-way will need to be vacated in order to comply with the original conditions of approval; that the right-of-way vacation application should be submitted as soon as the applicant is able to; and that the applicant may be required to reimburse the County for the portion of right-of-way that will be vacated.

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

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



# Department of Comprehensive Planning

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

Nancy A. Amundsen, Director

## NOTICE OF FINAL ACTION

July 25, 2019

JAY BROWN  
520 S. FOURTH ST  
LAS VEGAS, NV 89101

REFERENCE: ZC-19-0434

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 17, 2019** and was **APPROVED** subject to the conditions listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

### **CONDITIONS:**

#### **Current Planning**

- **No Resolution of Intent and staff to prepare an ordinance to adopt the zoning;**
- **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 a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that the use permit, waiver of development standards, and design review must commence within 2 years of the approval date or they will expire.**

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

- **Drainage study and compliance;**
- **Full off-site improvements;**
- **Right-of-way dedication to include 55 feet to back of curb for Decatur Boulevard.**
- **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.**

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

MARILYN KIRKPATRICK, Chair • LAWRENCE WEEKLY, Vice Chair  
LARRY BROWN • JAMES B. GIBSON • JUSTIN C. JONES • MICHAEL NAFT • TUCK SEGERBLOM  
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



## Department of Aviation

- Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Director of Aviation a "Property Owner's Shielding Determination Statement" and request written concurrence from the Department of Aviation;
- If applicant does not obtain written concurrence to a "Property Owner's Shielding Determination Statement," then applicant must also receive either a Permit from the Director of Aviation or a Variance from the Airport Hazard Areas Board of Adjustment (AHABA) prior to construction as required by Section 30.48 Part B of the Clark County Unified Development Code;
- No building permits should be issued until applicant provides evidence that a "Determination of No Hazard to Air Navigation" has been issued by the FAA or a "Property Owner's Shielding Determination Statement" has been issued by the Department of Aviation.
- Applicant is advised that the FAA's determination is advisory in nature and does not guarantee that a Director's Permit or an AHABA Variance will be approved; that FAA's airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments; that the FAA's airspace determinations include expiration dates; and that separate airspace determinations will be needed for construction cranes or other temporary equipment.

## Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email [sewerlocation@cleanwaterteam.com](mailto:sewerlocation@cleanwaterteam.com) and reference POC Tracking #0288-2019 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

## BOARD OF COUNTY COMMISSIONERS

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

07/17/19 BCC AGENDA SHEET

MINI-WAREHOUSE  
(TITLE 30)

DECATUR BLVD/ELDORADO LN

PUBLIC HEARING  
APP. NUMBER/OWNER/DESCRIPTION OF REQUEST  
**ZC-19-0434-NEMAN, RAMIN & NEMAN, DAVID:**

**ZONE CHANGE** to reclassify 2.2 acres from R-E (Rural Estates Residential) Zone to C-1 (Local Business) Zone.

**USE PERMIT** for a mini-warehouse.

**WAIVER OF DEVELOPMENT STANDARDS** to allow modified driveway design standards.

**DESIGN REVIEW** for a proposed mini-warehouse.

Generally located on the north side of Eldorado Lane and the west side of Decatur Boulevard within Enterprise (description on file). MN/md/ma (For possible action)

---

RELATED INFORMATION:

APN:  
176-12-501-017; 176-12-501-018

**WAIVER OF DEVELOPMENT STANDARDS:**

Reduce the throat depth for a proposed driveway along Decatur Boulevard to 8 feet where a minimum of 25 feet is the standard per Uniform Standard Drawing 222.1 (a 68% reduction).

**LAND USE PLAN:**  
ENTERPRISE - COMMERCIAL NEIGHBORHOOD

**BACKGROUND:**

**Project Description**

General Summary

- Site Address: 7491 S. Decatur Boulevard
- Site Acreage: 2.2
- Project Type: Mini-warehouse
- Number of Stories: 1 (Building 1 and 2)
- Building Height (feet): 13 (Building 1)/26 (Building 2)
- Square Feet: 14,828 (Building 1)/98,370 (Building 2)
- Parking Required/Provided: 5/5

**Site Plan**

This request is for a conforming zone change to reclassify approximately 2.2 acres from an R-E zone to a C-1 zone for a mini-warehouse. The overall mini-warehouse consists of 2 buildings measuring 14,828 square feet (Building 1) and 98,370 square feet (Building 2), respectively.



Building 1 is set back 10 feet from the west property line, adjacent to the existing single family residential development. The building is also set back 10 feet from the south property line, adjacent to the private street, 15 feet from the east property line along Decatur Boulevard, and 5 feet from the north property line adjacent to an undeveloped parcel. Building 2 is centrally located within the site and is set back 58 feet from the west property line, 63 feet from the north property line, 62 feet from the south property line, and 43.5 feet from the east property line. Building 2 contains a subterranean storage level, measuring 32,790 square feet, which is included within the overall area of the structure. Ingress and egress to the site is granted via a 39 foot wide proposed commercial driveway along Decatur Boulevard. A total of 5 parking spaces are provided where 5 parking spaces are required. The required trash enclosure is located at the northeast corner of Building 2, and is set back 43 feet from Decatur Boulevard. Drive aisles within the facility have a minimum width of 27 feet.

#### Landscaping

A 15 foot wide landscape area featuring a 5 foot wide detached sidewalk is proposed along Decatur Boulevard. Twenty-four inch box trees, including evergreen trees, will be planted within the street landscape area which also includes shrubs and groundcover. An intense landscape buffer is provided along the west property line adjacent to the existing single family residential development. The intense landscape buffer measures 10 feet in width and consists of 24 inch box evergreen trees, planted 10 feet on center. In addition to the intense landscape buffer, an existing 6 foot high CMU block wall is located along the property line to the west. The existing CMU block wall will be removed along the south property line, adjacent to the private street. However, a 10 foot wide landscape area consisting of 24 inch box medium trees is proposed adjacent to the private street (Eldorado Lane). A 5 foot wide landscape area with 24 inch box medium trees is located along the northwest property line. A landscape area ranging between 16 feet to 30 feet is located along the northeast property line consisting of 24 inch box large evergreen trees. Interior parking lot landscaping is equitably distributed throughout the site.

#### Elevations

Building 1 is single story and measures 13 feet in height. The exterior of the building consists of decorative and split-faced CMU block with the addition of evenly distributed cement plaster walls along the rear of the building providing a contrast in design. All overhead doors accessing the storage units are oriented towards the interior of the site and do not face the existing residential development to the west. Building 2 consists of 2 stories, with a subterranean storage level, and measures 26 feet in height. The bottom half of the east elevation features decorative and split-faced CMU block with stone veneer columns located adjacent to the entrance of the building. The east elevation also depicts the entry feature to the facility, which includes an aluminum storefront window system with a stone veneer exterior on the bottom portion and a painted cement plaster finish located at the top portion of the entry feature. The top half of the east elevation, located above the overhead roll-up doors, features a painted cement plaster finish. The north elevation and interior west elevations are similar to the east elevation, with the exception of a "janus door", which encloses and screens the mechanical equipment serving the mini-warehouse. The interior north, west, and south elevations feature decorative and split-faced CMU block on the bottom half of the building and a painted cement plaster finish on the top half of the structure. The buildings will be painted with neutral, earth tone colors.

#### Floor Plans

Building 1 measures 14,828 square feet and contains 1 floor. Building 2 measures 98,370 square feet and features 3 floors, which includes the basement level. Both buildings contain multiple storage units while Building 2 features a customer counter, manager's office, and restroom facilities. The mechanical equipment servicing the mini-warehouse is located inside Building 2 on the second floor and the basement level.

#### Signage

Signage is not a part of this application.

#### Applicant's Justification

The applicant states that the mini-warehouse will serve the community with the storage of goods, and the facility will have minimal impact on the surrounding public facilities, services, access roads, and traffic. Self-storage vehicular trip generation is lower than the surrounding suburban residential housing vehicular trips. The mini-warehouse will not have an adverse effect on surrounding public services, and will actually make the neighborhood more secure, in that it will serve as a secure passive vault type of facility that will be monitored 24 hours a day, year round by a security system. This type of facility will be in high demand with the significant number of homes being constructed within the surrounding area. The applicant states the reduction to the required throat depth is justified due to the very limited traffic activity associated with a mini-warehouse use, which is the lowest trips per day of any commercial business.

#### Surrounding Land Use

	<b>Planned Land Use Category</b>	<b>Zoning District</b>	<b>Existing Land Use</b>
North	Business and Design/Research Park	R-E & M-D	Undeveloped lot & warehouse
South	Residential Medium (3 du/ac to 14 du/ac)	R-2	Single family residential development
East	Office Professional	R-E	Single family residence & undeveloped lot
West	Residential Medium (3 du/ac to 14 du/ac)	RUD	Single family residential development

#### Related Applications

<b>Application Number</b>	<b>Request</b>
VS-19-0445	A vacation and abandonment for government patent easements and a portion of right-of-way being Decatur Boulevard is a companion item on this agenda.

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

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

## **Analysis**

### **Current Planning**

#### **Zone Change**

The intent of the C-1 zoning district is to provide for the development of retail business uses or personal services and to serve as a convenience to neighborhood and limited local markets. The district is for sites which are typically less than 10 acres. Staff finds that the conforming zone change request is within the range of intensity allowed by the land use plan. Commercial Policy 67 of the Comprehensive Master Plan states through site planning and building design, ensure that commercial developments are compatible with abutting uses. The parcels to north of the project site have planned land uses of Business and Design/Research Park. The developed parcel to the northwest of the site is zoned M-D and contains a warehouse. The developed and undeveloped parcels of land, located to the east across Decatur Boulevard, have a planned land use of Office Professional. The proposed zoning is consistent and compatible with the existing and approved land uses in the area. Therefore, staff recommends approval.

#### **Use Permit & Design Review**

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 project site is located immediately adjacent to Decatur Boulevard, an arterial street. Staff finds the proposed project complies with Commercial Policy 66 of the Comprehensive Master Plan, which states commercial development should provide access points on arterial and collector streets and not on local neighborhood streets. Staff finds the design of the proposed mini-warehouse facility complies with Urban Specific Policy 19, which states scale-relationships between buildings and adjacent developments should be carefully considered. Furthermore, building heights should be transitioned so any structure adjacent to a residential use is of similar height. Consideration was given to the location of the mini-warehouse buildings located within the project site. Building 1, with a height of 13 feet, is set back 10 feet from the existing 2 story single family residential development to the west. Building 2, with a height of 26 feet, is centrally located within the site and is set back a minimum of 58 feet from the existing single family residences to the west. The proposed mini-warehouse facility complies with Commercial Policy 67, which encourages compatible commercial developments with abutting uses through site planning and building design techniques. The proposed building also complies with Commercial Policy 78, which encourages architectural treatments on all building sides to eliminate blank building elevations visible to the general public. The proposed building features a combination of several different types of exterior materials, including stone veneer, decorative and split-faced CMU block, and a painted cement plaster finish, which creates an enhanced design element for the proposed elevations. The exterior colors of the mini-warehouse facility feature neutral, earth tone colors that will be harmonious with the surrounding environment. Consideration has also been given to the landscape plan surrounding the perimeter of the project site. A 10 foot wide intense landscape buffer is proposed along the west property line, adjacent to the existing single family residential development. The proposed landscape buffer along the west property line complies with Commercial Policy 62 which encourages intense buffering and design features on the perimeter of parcels adjacent to existing or proposed single family

residential uses. Staff finds the proposed project complies with several policies of the Comprehensive Master Plan; therefore, recommends approval.

**Waiver 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.

**Public Works - Development Review**

**Waiver of Development Standards**

Staff cannot support the waiver of development standards for the minimum 25 foot throat depth to the requested 12 foot throat depth. A redesign of the site can meet the required minimum throat depth of 25 feet.

**Department of Aviation**

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

**Staff Recommendation**

Approval of the zone change, use permit, and design review; and denial of the waiver of development standards.

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

**PRELIMINARY STAFF CONDITIONS:**

**Current Planning**

If approved:

- No Resolution of Intent and staff to prepare an ordinance to adopt the zoning;
- 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 a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that the use permit, waiver of development standards, and design review must commence within 2 years of the approval date or they will expire.

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

- Drainage study and compliance;
- Full off-site improvements;
- Right-of-way dedication to include 55 feet to back of curb for Decatur Boulevard.
- 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.

#### **Department of Aviation**

- Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Director of Aviation a "Property Owner's Shielding Determination Statement" and request written concurrence from the Department of Aviation;
- If applicant does not obtain written concurrence to a "Property Owner's Shielding Determination Statement," then applicant must also receive either a Permit from the Director of Aviation or a Variance from the Airport Hazard Areas Board of Adjustment (AHABA) prior to construction as required by Section 30.48 Part B of the Clark County Unified Development Code;
- No building permits should be issued until applicant provides evidence that a "Determination of No Hazard to Air Navigation" has been issued by the FAA or a "Property Owner's Shielding Determination Statement" has been issued by the Department of Aviation.
- Applicant is advised that the FAA's determination is advisory in nature and does not guarantee that a Director's Permit or an AHABA Variance will be approved; that FAA's airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments; that the FAA's airspace determinations include expiration dates; and that separate airspace determinations will be needed for construction cranes or other temporary equipment.

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

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email [sewerlocation@cleanwaterteam.com](mailto:sewerlocation@cleanwaterteam.com) and reference POC Tracking #0288-2019 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

**TAB/CAC:** Enterprise - approval (design review as a public hearing for significant changes to plan; design review as a public hearing for lighting and signage; construction hours 8:00 a.m. to 8:00 p.m.; operating hours 7:00 a.m. to 9:00 p.m.; and provide notification to neighbors for blasting or hoe ramming if used for subterranean construction).

**APPROVALS:**

**PROTESTS:**

**APPLICANT:** ELDORADO SELF STORAGE, LLC

**CONTACT:** JAY BROWN, 520 S. FOURTH ST, LAS VEGAS, NV 89101



# 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 25, 2019

JAY BROWN  
520 S. FOURTH ST  
LAS VEGAS, NV 89101

REFERENCE: ZC-19-0434

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 17, 2019** and was **APPROVED** subject to the conditions listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

### **CONDITIONS:**

#### **Current Planning**

- **No Resolution of Intent and staff to prepare an ordinance to adopt the zoning;**
- **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.**
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#### **BOARD OF COUNTY COMMISSIONERS**

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



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YOLANDA T. KING, County Manager

# Commission Agenda Map

ZC-19-0434

Clark County Department of Comprehensive Planning, Clark County, Nevada

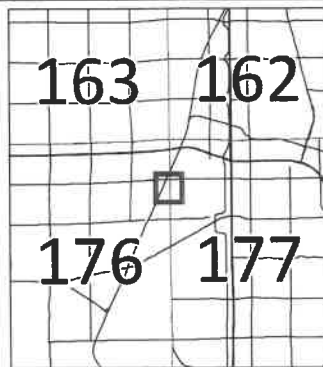


Subject Parcel(s)  
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17612501018

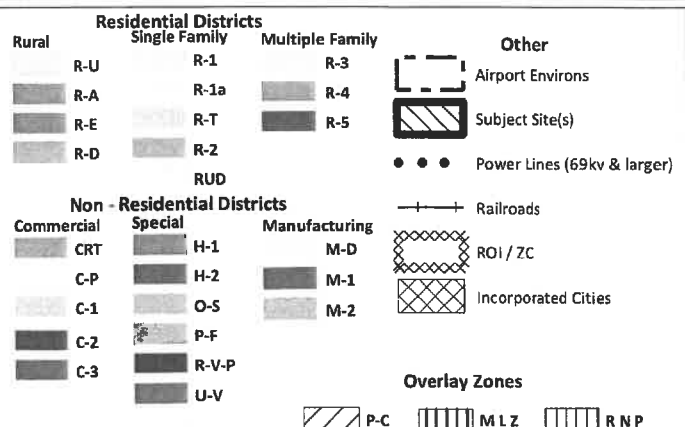
Subject Section(s)  
SEC12 T22S R60E



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Map Created on 5/30/2019



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





ORD-22-900035

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

176-12-5

N 2 NE 4

12

T22S R60E

Scale: 1" = 200'

Rev: 7/1/2021

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