

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

Petitioner: Sami Real, Director, Department of Comprehensive Planning

Recommendation: ORD-24-900864: Conduct a public hearing on an ordinance to consider adoption of a Development Agreement with LV WS Meyer, LLC for a multi-family development, Warm Springs & Meyers Multi-Family Project, on 14.3 acres, generally located on the south side of Warm Springs Road 270 feet west of Buffalo Drive within Spring Valley. MN/jad (For possible action)

FISCAL IMPACT:

None by this action.

BACKGROUND:

The Board of County Commissioners (Board) approved the Warm Springs & Meyers Multi-Family Project, NZC-23-0764, on February 7, 2024, consisting of 344 multi-family units. Conditions of approval of the application require the applicant/developer enter into a Development Agreement to mitigate the impacts of the project identified by the Board.

In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes (NRS), the Development Agreement must be approved by ordinance. Furthermore, in accordance with Title 30, the Board of County Commissioners may approve the Development Agreement (Agreement) if:

- (1) The issues identified in the Public Facilities Needs Assessment or RISE Report relating to this project have been adequately addressed;
- (2) A Development Agreement is a necessary and appropriate mechanism to implement the development of the project;
- (3) The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the Master Plan;
- (4) The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the property is located and all other provisions of this Title;
- (5) The Development Agreement is in conformity with the public convenience, general welfare and good land use practices;
- (6) The Development Agreement will not be detrimental to the public health, safety and general welfare;
- (7) The Development Agreement will not adversely affect the orderly development of property; and
- (8) The Development Agreement is consistent with the provisions of NRS 278.

Mitigation incorporated into the Agreement includes, but is not limited to, measures aimed at addressing impacts to public safety (fire) services, and park facilities. Documents are available for review in the Department of Comprehensive Planning, Current Planning division.

Staff recommends the Board conduct a public hearing.

Cleared For Agenda
03/05/25

BILL NO. 2-19-25-1

SUMMARY - An ordinance to adopt the Development Agreement with LV WS Meyer, LLC. for a multi-family development on 14.3 acres, generally located on the south side of Warm Springs Road, 270 feet west of Buffalo Drive within Spring Valley.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH LV WS MEYER, LLC. FOR A MULTI-FAMILY DEVELOPMENT ON 14.3 ACRES, GENERALLY LOCATED ON THE SOUTH SIDE OF WARM SPRINGS ROAD, 270 FEET WEST OF BUFFALO DRIVE WITHIN SPRING VALLEY.

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

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.06 of the Clark County Code, the Development Agreement attached hereto with LV WS Meyer, LLC., on approximately 14.3 acres for a multi-family development, generally located on the south side of Warm Springs Road, 270 feet west of Buffalo Drive within Spring Valley, is hereby adopted.

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

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

SECTION 4. A land use application submitted prior to the effective date of ORD 5060 (January 1, 2024) may be developed per the plans approved with the application. Application NZC-23-0764 was submitted prior to the effective date of ORD 5060 with a condition to enter into a Negotiated Development Agreement. As such, the Board of County Commissioners deems it necessary to retain in force the provisions of Title 30 as it existed prior to ORD 5060, effective January 1, 2024. Until the expiration, the provisions of the existing Title 30 shall remain in force but are intended to operate and shall be given effect only in those applications accepted prior to January 1, 2024.

SECTION 5. 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.

PROPOSED on the _____ day of _____, 2025

INTRODUCED by: _____

PASSED on the _____ day of _____, 2025

VOTE:

AYES: _____

NAYS: _____

ABSTAINING:

ABSENT:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
TICK SEGERBLOM, Chair

ATTEST:

Lynn Marie Goya, County Clerk

This ordinance shall be in force and effect from and after the _____ day
of _____ 2025.

APN: 176-09-501-010
Please Return to: Sami Real, Director
Comprehensive Planning Department
1st Floor, Clark County Government Center
500 Grand Central Parkway
Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK, NEVADA

AND

LV WS Meyer, LLC.

FOR THE

WARM SPRINGS & MEYERS MULTI-FAMILY PROJECT

ORD-24-900864

Warm Springs & Meyers Multi-Family Project
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 XX., a Nevada Corporation (hereinafter referred to as the "**Developer**" or "**Owner**" or "**Owners**" of the Subject Property described on **Exhibit "A"** attached hereto and incorporated herein by reference). The County and the Developer/Owner/Owners are sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**".

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) "**Acquisition Cost**" means costs including but not limited to attorney fees, court costs, witness fees, expert fees, acquisition and purchase amounts, closing costs and title insurance.
- (b) "**ADA**" means Americans with Disabilities Act, 42 U.S.C. § 12131, et. seq.
- (c) "**Agreement**" has the meaning assigned to it in the first paragraph hereof and includes all exhibits attached hereto or incorporated by reference herein and all written amendments, which are subsequently approved by the Parties hereto.
- (d) "**Applicable Rules**" means the specific codes, 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 and modified from time to time, regarding planning, zoning, subdivisions, timing and phasing of development, permitted uses of the Subject Property, density, design, and improvement standards and specifications applicable to the Project including the portions of Title 30 of the Code which are attached as Exhibit "B", subject to the following:
 - (1) The zoning or land use established by the Land Use Approvals will not be amended or modified during the term of this Agreement without the Owner's prior written approval; and
 - (2) The Chapters of Title 30 of the Code set forth in Exhibit "B" shall be locked in for the term of this Agreement to the extent those chapters do not involve fees, monetary payments, submittal requirements, review procedures prescribed by ordinance and uniformly applied throughout the County, or any provision of the Title 30 adopted by the County Commission relating to or referencing standards or specifications which have also been endorsed or adopted by the Southern Nevada Regional Planning Coalition, Regional Transportation Commission, the Southern Nevada Water Authority or CCRFCD and which are uniformly applied throughout the County. The Owner agrees to be subject to all such fees and monetary

payments prescribed by ordinance as adopted or amended from time to time throughout the duration of this Agreement.

- (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 as amended and modified from time to time subject to Section 1.01(d)(2).
- (g) **“County”** means the County of Clark, State of Nevada together with its successors and assigns.
- (h) **“County Commission”** means the Board of County Commissioners of the County of Clark, State of Nevada.
- (i) **“County Master Plan”** means the comprehensive plan adopted by the Planning Commission of Clark County and County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use and development guides and elements that are applicable to the Subject Property.
- (j) **“Developer”** means LV WS Meyer, LLC, and its respective successors and assigns, as the Developer and fee owner of the land constituting the Subject Property.
- (k) **“Development Agreement Ordinance”** means Chapters 30.06 of the Code and any other Chapters of the Code that are relevant to this Agreement.
- (l) **“Effective Date”** means the date on which the Ordinance approving this Agreement becomes effective.
- (m) **“Force Majeure”** means war, acts of terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, epidemic/pandemic, or acts of God.
- (n) **“Improvements”** means private or public facilities that may include, but are not limited to, roadway, 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 required by the County in direct connection with and as part of the development and use of the Project.
- (o) **“Land Use Approvals”** means land use applications approved by the County, including approvals or waivers subsequent to this Agreement, and all applicable conditions for the Project, including without limitation those approvals and conditions of NZC-23-0764; the Agenda Sheet and Notice of Final Action are attached hereto as Exhibit “C” and incorporated herein by this reference.
- (p) **“LVMPD”** means the Las Vegas Metropolitan Police Department.
- (q) **“NDOT”** means Nevada Department of Transportation.

- (r) **"NRS"** means the Nevada Revised Statutes, as amended.
- (s) **"Occupancy Permit"** means a final occupancy permit or certificate of occupancy issued by the County.
- (t) **"Owner"** and **"Owners"** means LVWS Meyer, LLC., and its respective successors and assigns, as the Owner of the land constituting the Subject Property.
- (u) **"Project"** means the Warm Springs & Meyers Multi-Family Project to be constructed on the Subject Property and the proposed development of the Subject Property as described in the Land Use Approvals and this Agreement. The Owner shall have the right to change the name of the Project in its sole discretion.
- (v) **"Subject Property"** means that certain real property, which the Owner owns or has the right to acquire generally located between Warm Springs Road and Eldorado Lane and Buffalo Drive and Cimarron Road within Spring Valley, more particularly described in Exhibit "A".
- (w) **"Temporary Occupancy Permit"** means a temporary or partial certificate of occupancy issued by the Clark County Building Department for the use of a portion or portions of a building or structure prior to the completion of the entire building or structure.
- (x) **"Term"** means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.
- (y) **"Traffic Impact Analysis"** means a transportation study prepared by Owner for the Project submitted to and approved by the County that includes any and all addendums acceptable to the County and all comments by the County, NDOT, if applicable, and other public entities.

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 and, pursuant to NRS Chapter 278, to establish long range plans for the development of such property.
- (b) **Ownership Interest.** The Owner represents that it has fee title ownership or has the right to acquire fee title to the Subject Property.

- (c) **County Authorization, Hearing and Ordinance.** All preliminary processing with regard to the Project has been duly completed in conformance with all applicable laws, rules and regulations. The County Commission, having given notice as required by law, held a public hearing on the Owner's application seeking approval of the form of this Agreement and the execution hereof by the County. After the public hearing, the County Commission found that this Agreement is consistent with the County's plans, policies and regulations, including the County Master Plan, that this Agreement meets the requirements of Title 30 of the Code, and 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. The 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 to better provide for public services, public uses and urban infrastructure, to promote the health, safety and general welfare of the County and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Project and surrounding areas, to ensure attainment of the maximum efficient utilization of resources within the County at the least economic cost to its citizens and otherwise achieve the goals and purposes of the Code and County Master Plan. In exchange for these and other benefits to the County, the Owner will receive the assurance that it may develop the Project during the Term in accordance with the Applicable Rules, subject to the terms and conditions herein contained.
- (e) **Developer/Owner Intent.** In accordance with the legislative intent evidenced by NRS Chapter 278 authorizing development agreements and the intent of the County in adopting an ordinance allowing development agreements, the Owner wishes to obtain reasonable assurances that they may develop the Project in accordance with the conditions established in this Agreement. The Owner acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time and in order to develop the Subject Property. The Owner is willing to enter into this Agreement in order to provide certain public services, facilities and infrastructure necessitated by the development of the Project. The 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 Land Use Approvals. The Owner's decision to commence the Project is based on the expectation of proceeding with the Project to completion.
- (f) **Acknowledgment of Uncertainties.** The Parties acknowledge that circumstances beyond the control of either Party could defeat their mutual intent that the Project be developed in the manner contemplated by this Agreement. Among such circumstances are the unavailability of water or other limited natural resources, regulation of air and water quality, and similar conditions. The Owner recognizes that water shortages could affect the County's ability to perform its obligations

hereunder. It is not the intent of the Parties nor shall this Section be construed as excusing the County of any obligation hereunder or depriving the Owner of any right under this Agreement which can be performed.

- (g) **Provision of Water and Sewer Service.** The 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. 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 does not in any way guarantee or provide a right for the provision of water and sewer services nor are any fees and services for water or sewer service established and/or waived here.

- 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, this Agreement must describe the land which is the subject of this Agreement and specify the duration of this Agreement, the permitted uses of the land, the density or intensity of its use, the maximum height and size of the proposed buildings and any provisions for the dedication of any portion of the land for public use. Subject to the conditions and requirements of the Applicable Rules and the Land Use Approvals, the County agrees that the Project may be developed and constructed pursuant to the parameters set forth in the Land Use Approvals and this Agreement.

SECTION 3 DEVELOPMENT OF THE PROJECT

- 3.01 **Time for Construction and Completion of the Project; Project Phasing.** Subject to the conditions of the Land Use Approvals and terms of this Agreement, the Owner shall have complete discretion as to the time of commencement, construction, phasing, and completion of any and all development of the Project. Nothing herein shall be construed to require the Owner to develop the Project.
- 3.02 **Reliance on Land Use Approvals and Applicable Rules.** To the maximum extent permissible under applicable law, the County hereby confirms and agrees Developer has the right to develop, construct, and complete the Project in accordance with the uses and densities set forth in the parameters of the Land Use Approvals subject to the terms and conditions of this Agreement, the conditions of the Land Use Approvals, and the Applicable Rules and subject to Developer's infrastructure and monetary obligations described in this Agreement, without interference by the County, except as provided herein. In the event Developer seeks to obtain additional zoning or land use approvals to increase the intensity of the Project on the Subject Property, or to locate a facility necessitated by the Project on another property such as a parking facility, then the County at its option, may require additional land use approvals and/or an amendment to this Agreement to address the impacts,

if any, caused by the increase in intensity of the Subject Property, or new use of another property.

- 3.03 Air Quality Conformity.** The Owner acknowledges the County has adopted an air quality plan and the Owner agrees to comply with all applicable provisions thereof, including any state and federal rules and regulations.
- 3.04 Dust Mitigation.** The Owner will comply with all dust mitigation requirements and the Owner will notify the contractors for the Project of the applicable rules of the County Department of Environment and Sustainability with respect to dust mitigation and will require compliance therewith.
- 3.05 Water Conservation.** The Owner agrees to provide for water conservation in the Project. The Owner agrees to design any open space using the best available commercially reasonable water conserving techniques, including but not limited to, proper soil preparation and water conserving irrigation systems and equipment. Notwithstanding any other provision in this Agreement, the Owner agrees to comply with the Code as amended from time to time with respect to landscaping adjacent to public streets, or water conservation measures.
- 3.06 Temporary Storm Water Construction Permit.** If applicable, the Owner agrees to comply with and require its contractors within the Project to comply with the requirements for a temporary Storm Water Construction Permit issued from the Nevada Division of Environmental Protection.
- 3.07 Update and Amendments.** In the event an Amendment is required pursuant to Section 3.02 of this Agreement, the Amendment shall be completed and executed by all Parties prior to the issuance of any building permits for the additional development that triggers the need for the Amendment. Additionally, if an Amendment is required, the County may require the Owner to provide updated studies, including but not limited to updating the following: Traffic Impact Analysis, drainage study, master fire protection plan and other studies that were required for submittal in the original consideration of the Project.
- 3.08 Property Dedications.** All property required to be dedicated pursuant either to this Agreement, the Code, Land Use Approvals, Traffic Impact Analysis, a drainage study, the master fire protection plan or other studies, and any update thereto, if required by the County for the Project shall be conveyed to Clark County in fee simple absolute in a form acceptable to the County at no cost and expense to the County and shall be free of all liens, restrictions, encumbrances, covenants, unless specifically agreed to in writing by the County in a separate document. In instances where easements are specifically requested by the County, the easement must be acceptable to the County at no cost and expense to the County and shall be free of all liens, restrictions, encumbrances, covenants, and or conditions unless specifically agreed to in writing by the County in a separate document. In the case of a fee dedication or easement, the County in its sole discretion shall determine whether or not a lien, restriction, encumbrance, covenant, and or condition are acceptable. For either a fee dedication or an easement, the Owner shall be responsible to pay for all surveys, title reports, document preparation, title insurance, and transfer fees. The Owner shall only be required to dedicate property as required by this Agreement, Land Use Approvals, Applicable Rules, Traffic Impact Analysis, drainage study, master fire protection plan and other studies and

updates required by the County for the Project. Dedications required for NDOT shall conform to the same standards as set forth above except that title will be held by the State of Nevada.

SECTION 4 PUBLIC FACILITIES

4.01 Southwest Public Facilities Needs Assessment Area. Developer shall pay the fees set forth in the Public Facilities Chart below prior to the issuance of any building permit for a multi-family dwelling.

In addition, the fees set forth in the Public Facilities Chart 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 Developer agree that any fee modifications shall be applied only for building permits not yet issued. Developer 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.

<i>CHART 4.01A - PUBLIC FACILITIES CHART</i>			
Type Of Development	Infrastructure Category		Total Per Unit
	Parks	Public Safety	
Multi Family Dwelling Unit (per dwelling unit)	\$585.88	\$970.99	\$1,556.87

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

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) month period during the Term, the Developer shall provide and the County shall review in good faith, a report submitted by Developer documenting the extent of Developer's and the 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. The County and Developer shall be permitted an opportunity to be heard before the County Commission regarding their performance under this Agreement in the manner set forth in this Agreement.

5.02 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 written notice stating the reason for noncompliance and any action necessary to correct the noncompliance. If after thirty (30) days of the date the written notice is sent the noncompliance is not corrected to the satisfaction of the complaining Party, the Party alleging noncompliance shall deliver in writing a notice of default by registered mail to the address provided in Section 7.07 of this Agreement. The timing of the notice of default shall be measured from the date of the registered mailing of such notice. The notice of default shall include the Section of this Agreement alleged to be violated, the nature of the alleged default and, where appropriate, the manner and period of time in which it may be satisfactorily corrected. During the period of time the notice of 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 after thirty (30) days or such greater time specified in any notice of default, the following procedures shall apply:

(a) County Procedures.

1. **Hearing Scheduled.** 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 County Commission zoning agenda. The letter shall notify the Developer of the action taken and shall give the Developer at least seven (7) business days to correct the default before the matter is scheduled for a hearing. The County shall notify the Developer of the hearing by sending written notice of the hearing date at least seven (7) business days before the hearing date by registered mail. The letter notifying the Developer of the hearing shall contain the intended hearing date.
2. **Review by County Commission.** Following consideration of the evidence present before the County Commission and a finding that a default has occurred by the Developer and the default remains uncorrected, the County Commission may authorize the suspension of any or all permits and inspections within the Project or may amend or terminate this agreement. Termination shall not in any manner rescind, modify, or terminate any Occupancy Permit issued on or before the date of the termination. The Developer shall have twenty-five (25) days after the date the County Commission's decision is filed with the County Clerk, Commission Division, to institute legal action pursuant to Sections 5.04 hereof to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.

(b) Developer Procedures.

1. **Request for Review by County Commission.** After proper notice and the expiration of the above-referenced periods for correcting the alleged default, the Developer may send written notice 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 County Commission zoning agenda.

2. **Decision by County Commission.** Following consideration of the evidence presented before the County Commission and a finding that a default has occurred by the County and remains uncorrected, the County Commission shall direct County staff to correct the default. Developer shall have twenty-five (25) days after the date the County Commission's decision is filed with the County Clerk's Commission Division to institute legal action pursuant to Section 5.04 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 proceedings which it may deem necessary to protect, assert, or enforce any of its rights or remedies.

(d) **Notices.** All written notices provided for herein shall be sent to the addresses provided in Section 7.07 of this Agreement.

5.03 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 any Force Majeure event, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than the 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 the County within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the County within ten (10) 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 the County and the Developer.

5.04 Institution of Legal Action. The County and Developer agree the County would have not entered into this Agreement if it were liable for, or could be liable for damages under or with respect to this Agreement. Accordingly, Developer may pursue any remedy at law or equity available for breach, except that the County shall not be liable to Developer or to any other person or entity for any monetary damages whatsoever. 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 of review appropriate for the review of zoning actions. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing described in this Section. If a Party desires to present new or additional evidence to the Court, it 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.

- 5.05** **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 Laws.** 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.

- (a) **Notice and Copies.** Either Party, upon learning of any such matter, will provide the other Party with notice thereof and provide a copy of any such law or regulation 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.
- (b) **Modification Conferences.** The Parties shall, within thirty (30) 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 or enactment 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. The Owner shall have the right to offer oral and written testimony at the hearing. Any suspension or modification ordered by the County Commission pursuant to such hearing is subject to judicial review as set forth in Section 5.04. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Local Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

SECTION 7 GENERAL PROVISIONS

- 7.01** **Enforcement and Binding Effect.** This Agreement is enforceable by either Party in accordance with its terms notwithstanding any change 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.

7.02 Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire upon expiration of the Land Use Approvals, when the last Occupancy Permit is issued by the County, or 12 years from the Effective Date whichever comes first. Notwithstanding the termination of this Agreement, the indemnity and defend and hold harmless provision set forth in Section 7.05 shall survive the term of this Agreement.

7.03 Assignment.

- (a) **Transfer Not to Relieve the Owner of its Obligations.** Except as expressly provided herein, a sale or transfer of all or any portion of the Subject Property shall not relieve the Owner of its obligations under this Agreement.
- (b) **Transfer to an Affiliate of the Owner.** In the event of a sale or transfer of all of the Owner's interest in the Subject Property to any one or more limited liability companies, partnerships, corporations or other entities which the Owner controls or in which the Owner has a controlling interest or which controls the Owner, the rights of the Owner under this Agreement may be transferred or assigned, provided such entity assumes in writing all obligations of the Owner hereunder. The Owner or its affiliate shall provide copies of all sale, transfer, conveyance, and assignment documents to the County as part of its notice of such assignment. Such assignment shall relieve the Owner from its obligations under this Agreement.
- (c) **Third Party Assignment.** In the event of a sale or transfer of all of the Owner's interest in the Subject Property to any entity not affiliated with the Owner as provided in subparagraph (b) above, the rights and obligations of the Owner under this Agreement may be transferred or assigned to such third Party, provided such third Party assumes in writing all obligations of the Owner. The Owner or such third Party shall provide copies of all sale, transfer, conveyance, and assignment documents to the County as part of its notice of such assignment. The County's consent, which shall not be unreasonably withheld or delayed, to such assignment shall relieve the Owner from its obligations under this Agreement.
- (d) **Notice of Sale.** In the event of a sale, transfer or conveyance of all or any portion of the Owner's interest in the Subject Property, the Owner shall provide the County with notice of such sale, transfer or conveyance. Notwithstanding the foregoing, no assignee or transferee shall be entitled to the benefits of this Agreement, including but not limited to the issuance of a building permit or Occupancy Permit, if the obligations agreed to herein by the Owner have not been completed within the time periods and in the manner set forth herein.
- (e) **Financing Transactions.** The Owner has full discretion and authority to transfer, assign or encumber the Subject Property or portions thereof in connection with financing transactions, without limitation on the size or nature of any such transaction, the amount of land or other real property involved or the use of the proceeds therefrom, and may enter into such transaction at any time and from time to time without permission of or notice to the County.

7.04 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS §278.0205 and Section 5 of this Agreement, this Agreement may be amended from time to

time or canceled only upon the mutual written agreement of the Parties hereto; *provided, however,* that to the extent this Agreement expires pursuant to Section 7.02 above, terminates, or the Owner abandons or materially redesigns the Project, and a new or amended development agreement is required for a new or redesigned project, subject to approval of the County Commission, the Owner may request a credit, equal in gross amount to the amount of such payments already paid, against the amount the Owner is required to pay to mitigate the impact of its development under the new or amended development agreement.

7.05 Indemnification. Except as expressly provided in this Agreement, the Owner shall indemnify, defend and hold harmless the County, its officers, agents, employees, and representatives from any claim, action, liability, loss, damage, cost, suit, judgment or expense, including fees and expenses for attorneys, investigators, and expert witnesses incurred by the County, arising from this Agreement, including but not limited to the following:

1. the development, construction or operation of the Project;
2. any personal injury, death or property damage;
3. any damages arising from any alleged inverse condemnation, construction delays or claims, interruptions or loss of business, or fines;
4. a challenge to the validity, legality, enforceability, performance or nonperformance of the terms of this Agreement;
5. any act, conduct or omission of the Owner, its successors, assigns, officers, employees, agents and volunteers, contractors and subcontractors; or
6. any action, approval, denial or decision of the County relating to this Agreement or the Project.

The Owner shall indemnify, defend and hold harmless the County, as set forth in this Section 7.05, even if the allegations, claims or causes of action are groundless, false or fraudulent. This Section 7.05 survives termination and/or completion of this Agreement.

Whether or not the Owner accepts the County's tender of defense under this Section 7.05, the County may elect at any time to hire its own attorneys to defend the County, its officers, agents, employees and representatives against any of the above claims. If the County exercises this election and thereafter pays any reasonable amount to compromise or settle a claim, the Owner remains subject to all indemnification obligations as set forth above in this Section 7.05 including, but not limited to, paying all fees and expenses for attorneys, investigators, and expert witnesses incurred by the County. Additionally, if the County or its officer, agent, employee, or representative is legally liable to the Party with whom any settlement is made and the amount paid is reasonable, the Owner is liable for reimbursement of the County for any amounts paid in discharge of the claim. The Owner agrees to pay, within thirty (30) days of receipt of billing(s) from the County and copies of invoices, statements or other evidence of the actual costs incurred by the County, all fees and expenses incurred by the County in defense of such claims in addition to those items listed above.

Notwithstanding the foregoing, Owner shall not be liable for, and shall not indemnify the County, its officers, agents, employees, and representatives from, any claim, action, liability, loss, damage, cost, suit, judgment or expense, including fees and expenses for attorneys, investigators, and expert witnesses incurred by the County, caused by the negligent or malicious acts of the 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 and the Owner of the Subject Property.

7.07 Notices. All written notices 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. All other general correspondence may be electronically transmitted or sent by mail. All mailed notices shall be addressed as follows:

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

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

To the Owner: LV WS Meyer, LLC
Attn: Martin Egbert
6655 South Eastern Avenue, Suite 250
Las Vegas, Nevada 89119

Either Party may change its address by giving notice 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 and received on the day of personal delivery or the delivery date by overnight courier or mail is first attempted, or date sent if via electronic transmission.

7.08 Entire Agreement. This Agreement and any specific references to other agreements mentioned herein and all conditions imposed in the Land Use Approvals constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof.

7.09 Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the County or the Owner, as the case may be. 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 proceedings which it may deem necessary to protect, assert, or enforce any of its rights or remedies.

- 7.10 Recording Agreements.** Promptly after the Effective Date, an executed original of this Agreement shall be recorded with the Clark County Recorder. All amendments hereto must be in writing and signed by the appropriate officers of the County and the Owner in a form suitable for recordation with the Clark County Recorder. Upon the completion of performance of this Agreement or its earlier cancellation or termination, a statement evidencing such cancellation or termination signed by appropriate officers of the County and the Owner shall be recorded with the Clark County Recorder.
- 7.11 Release.** Each unit within the Subject Property shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of an Occupancy Permit for the building in which the unit is located.
- 7.12 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. Unless otherwise expressly set forth herein, all references to "days" in this Agreement shall mean calendar days.
- 7.13 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 carry into effect the original intention of the Parties.
- 7.14 Voluntary Agreement.** The Owner acknowledges and agrees that it voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.
- 7.15 Joint and Several.** If there are more than one Owner, they agree that they shall be jointly and severally liable to the County. If one Owner determines that it is not responsible for the alleged actions or inactions, then it must seek contribution and/or remedy against the other Owner and may not seek contribution or any other remedy from the County.

7.16 Third-Party Beneficiary. No person or entity other than those expressly named herein shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-Party beneficiary or otherwise.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written to be effective on the Effective Date of the ordinance approving this Agreement.

[signatures appear on following page]

THE COUNTY:

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

ATTEST:

Tick Segerblom
Chairman

Lynn Marie Goya
County Clerk

My Commission expires: _____

(Signature(s) continued on next page)

THE OWNER:

LV WS Meyer LLC, a Nevada Corporation

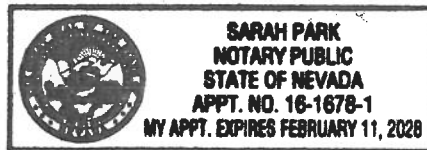
By: Martin Egbert
Name: Martin Egbert
Title: Manager

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 9 day of December,
2027, by Martin Egbert, the manager of LV WS Meyer LLC, a Nevada Corporation.

4
SP

Sarah Park
NOTARY PUBLIC



LIST OF ATTACHED EXHIBITS

A SUBJECT PROPERTY

B APPLICABLE CHAPTERS OF TITLE 30

C AGENDA SHEET AND NOTICE OF FINAL ACTION

EXHIBIT "A"

SUBJECT PROPERTY

APN: 176-09-501-010

**LEGAL DESCRIPTION
EXHIBIT A**

The Land referred to herein below is situated in the County of Clark, State of Nevada, and is described as follows:

THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) AND THE EAST HALF (E 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) AND THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THOSE PORTIONS DEDICATED FOR PUBLIC RIGHT OF WAY IN THE DOCUMENT RECORDED OCTOBER 12, 1999 IN BOOK 991012 AS DOCUMENT NO. 00526, AND RERECORDED APRIL 17, 2000 IN BOOK 20000417 AS DOCUMENT NO. 01060, OF OFFICIAL RECORDS.

EXHIBIT “B”

APPLICABLE CHAPTERS OF TITLE 30

- 30.08 DEFINITIONS
- 30.36 ZONING DISTRICTS AND MAPS
- 30.40 ZONING BASE DISTRICTS
- 30.44 USES
- 30.48 ZONING OVERLAY DISTRICTS
- 30.56 SITE DEVELOPMENT STANDARDS
- 30.60 PARKING AND LOADING REGULATIONS
- 30.64 SITE LANDSCAPING AND SCREENING STANDARDS
- 30.66 LANDSCAPE MAINTENANCE
- 30.72 SIGNS
- 30.76 NONCONFORMITIES

* Refer to definition 1.01(d) of the Agreement for exceptions to the locked in Chapters of Title 30.

EXHIBIT "C"

AGENDA SHEET AND NOTICE OF FINAL ACTION

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

NZC-23-0764-LV WS MEYER, LLC:

ZONE CHANGE to reclassify 14.3 acres from a C-1 (Local Business) Zone to an R-4 (Multiple Family Residential - High Density) Zone.

USE PERMIT for a High Impact Project.

WAIVERS OF DEVELOPMENT STANDARDS for the following: 1) increase building height; and 2) dedication of right-of-way.

DESIGN REVIEWS for the following: 1) alternative parking lot landscaping; 2) multiple family development; and 3) finished grade in the CMA Design Overlay District.

Generally located on the south side of Warm Springs Road, 270 feet west of Buffalo Drive within Spring Valley (description on file). MN/md/syp (For possible action)

RELATED INFORMATION:

APN:

176-09-501-010

WAIVERS OF DEVELOPMENT STANDARDS:

1. Increase building height to 45 feet where a maximum height of 35 feet is permitted per Table 30.40-3 (a 28.6% increase).
2.
 - a. Waive dedication of right-of-way for Mardon Avenue where dedication of right-of-way is required for arterial, collector, and local streets per Section 30.52.030.
 - b. Waive dedication of right-of-way for Miller Lane where dedication of right-of-way is required for arterial, collector, and local streets per Section 30.52.030.
 - c. Waive dedication of right-of-way for Warbonnet Way where dedication of right-of-way is required for arterial, collector, and local streets per Section 30.52.030.

DESIGN REVIEWS:

1. Alternative parking lot landscaping including diamond shaped landscape planters.
2. Multiple family development.
3. Increase finished grade to 120 inches where a maximum of 36 inches is the standard per Section 30.32.040 (a 234% increase).

LAND USE PLAN:

SPRING VALLEY - NEIGHBORHOOD COMMERCIAL

BACKGROUND:

Project Description

General Summary

- Site Address: N/A

- Site Acreage: 14.3
- Project Type: Multiple family development
- Number of Units: 344
- Density (du/ac): 24.2
- Number of Stories: 2 & 3
- Building Height (feet): 36 (clubhouse building)/26 (2 story multiple family)/45 (3 story multiple family)/12.5 (pool building)
- Square Feet: 12,291 (clubhouse building)/642 (pool building)
- Open Space Required/Provided: 34,400/64,583
- Parking Required/Provided: 625/658

Neighborhood Meeting Summary

This is a request for a nonconforming zone change to reclassify 14.3 acres from a C-1 zoning district to an R-4 zoning district to allow a multiple family residential development. The applicant conducted a neighborhood meeting on September 12, 2022, as required by the nonconforming zone boundary amendment process. The required meeting notices were mailed to the neighboring property owners within 1,500 feet of the project site. There were no neighbors present for the meeting.

High Impact Project Request

The Board of County Commissioners approved an R-4 zoned multiple family development located on APNs 176-09-501-001 and 176-09-501-009 in May 2023 via NZC-23-0076, approximately 333 feet to the west of the proposed multiple family development associated with this request. The previously approved multiple family development (NZC-23-0076), consisted of an approximately 13.7 acre site featuring 340 dwelling units with a density of 25 dwelling units per acre. A waiver of development standards to increase building height up to 45 feet was also approved with this request. The previously approved and proposed multiple family developments are under the same ownership, and the cumulative number of dwelling units between the 2 projects exceed 500 dwelling units, rendering this request a High Impact Project per the Development Code.

Site Plans

The plans depict a multiple family development located on a 14.3 acre site consisting of 344 multiple family units with a density of 24.2 dwelling units per acre. The proposal consists of 14, three story multiple family buildings, 1, two story multiple family building, and a 2 story clubhouse building. Buildings 1, 2, 11, and 15 front along the north portion of the site with setbacks measuring between 29 feet to 29.5 feet from Warm Springs Road. Building 2, located at the northwest corner of the site, features an interior side setback of 20 feet from the west property line. Building 3, located along the west portion of the site, is also set back 20 feet from the property line. Buildings 5 through 8 are located along the south portion of the site with setbacks ranging between 75 feet to 77 feet from the rear (south) property line. Buildings 9 through 11 are located along the east portion of the site with a minimum setback of 82 feet from the interior (east) property line. The remaining buildings, 4 and 12 through 14, and the clubhouse building are centrally located within the interior of the project site. The proposed development requires 625 parking spaces where 658 parking spaces are provided. The sole means of access to the site is granted via a single driveway with a security access gate (minimum

100 foot throat depth) centrally located along the north property line adjacent to Warm Springs Road. A secondary "emergency access" gate is located at the northeast corner of the development adjacent to Warm Springs Road. The largest increase to finished grade will occur at the southeast corner of the site in proximity to Building 9.

Landscaping

The plans depict a 15 foot wide landscape area with a 5 foot wide detached sidewalk adjacent to Warm Springs Road. The street landscape area consists of trees, shrubs, and groundcover. A 6 foot high decorative CMU split face block wall combined with a wrought iron fence is located behind the required street landscape area along Warm Springs Road, and a 6 foot high decorative CMU split-face block wall is located along the remaining perimeter of the site. Landscape areas measuring 10 feet in width are provided along the east and west property lines, while a landscape area measuring 5 feet in width is featured along the south property line. Large Evergreen trees, including shrubs, will be planted within the landscape areas located along the east, west, and south property lines adjacent to the undeveloped and developed parcels. In lieu of providing the required amount of landscape fingers within the interior of the parking lot, the required trees have been distributed throughout the interior of the site, in the form of diamond shaped landscape planters. The development requires 149 trees within the interior of the parking lot where 215 trees have been equitably distributed throughout the site. The multiple family development requires 34,400 square feet of open space where 64,583 square feet of open space has been provided. The open space consists of a centrally located clubhouse building, swimming pools, recreational sports courts, and playground areas. The main pool area, located immediately south of the clubhouse building, measures 2,100 square feet in area and includes a spa measuring 312 square feet. The second pool area is located to the southwest of Building 10 and measures 684.5 square feet in area.

Elevations

The plans depict 3 story multiple family buildings ranging between 42 feet to 45 feet high. The buildings consist of varying rooflines that include parapet walls for architectural design and to screen the rooftop mounted equipment from public view. Building 7 is a 2 story structure, measuring up to 26 feet high to the top of the parapet wall. Garages are located immediately below the unit within the 2 story multiple family building. The exterior of the buildings consists of stucco, aluminum windows, and balconies. The 2 story clubhouse measures up to 36 feet in height and features varying rooflines with parapet walls. The exterior of the clubhouse consists of stucco, an aluminum storefront window system, and balconies. The pool building measures 12.5 feet in height and features a stucco exterior. All buildings will be painted with varying colors consisting of parchment paper, flintstone, driftwood, and salem black.

Floor Plans

The plans depict a total of 344 units consisting of 110, one bedroom units, 204, two bedroom units, and 30, three bedroom units. The plans depict a 2 story clubhouse area measuring 12,291 square feet in area featuring a gym, leasing offices, restroom facilities, foyer, theater, business center, mail room, and miscellaneous rooms available to the residents of the development.

Applicant's Justification

The proposed multiple family residential development is intended to help serve the needs of the local community with much needed housing and therefore makes the proposed request appropriate and compatible with the immediate area. The applicant provides the following reasons for the proposed height increase of 10 feet 1) an urban architectural design that provides for enhanced architectural elements, including enhanced parapet walls; 2) each floor has a higher ceiling than a traditional multiple family unit; and 3) the additional increase is not for livable space/use but rather for architectural/interior enhancement. The increased building height has been routinely approved with other multiple family residential developments with no known adverse impacts to the immediate area. Finally, the 45 foot building height is consistent with buildings in the immediate area that consist of a hospital and shopping centers. The second waiver of development standards request is to waive the right-of-way dedication requirements for 3 public streets. The first request, a segment of right-of-way being Mardon Avenue, is appropriate since the segment of Mardon Avenue would result in a dead end public street and not serve a public purpose. The second request, a segment of right-of-way being Miller Lane, is appropriate since the segment of Miller Lane would result in a dead end public street and not serve a public purpose. The third request, a segment of right-of-way being Warbonnet Way, is appropriate since the segment of Warbonnet Way would result in a dead end public street and not serve a public purpose.

The landscaping alternative is to provide landscape diamonds rather than landscape fingers with greater separations than provided for in Code. Consistent with the provided landscape plan and parking lot landscape exhibits, the parking lot trees that are provided far exceed the amount required per Code with the alternative requested related to landscape diamonds, spatial distribution of trees, and location of required trees. However, the alternative still provides for the intent of the provision and along with the inordinate amount of open space, street landscaping, and overall site landscaping, there will be no visual difference between the alternative and the required provision. The submitted plans depict 215 large parking lot trees that are provided where 149 medium or large parking lot trees are required. Finally, this alternative has been approved multiple times for this type of development with no known impacts. The increase in finished grade to the site is lower toward the southeast portion of the overall site which will require excess fill. There is a large swale and dugout hole at the point where the fill will be increased. Based on the site topography and to maintain proper drainage, the applicant is requesting to increase the finished grade to 116.4 inches (9.7 feet) where a maximum of 36 inches (3 feet) is the standard per Code. This information is based on preliminary data and the applicant will continue to work with staff to evaluate the site through the technical studies required for this application.

Prior Land Use Requests

Application Number	Request	Action	Date
VS-0275-08	Vacated and abandoned a 5 foot wide portion of right-of-way being Warm Springs Road - expired	Approved by PC	May 2008

Prior Land Use Requests

Application Number	Request	Action	Date
ZC-1695-05 (WC-0079-07)	Waived conditions requiring right-of-way dedications for Myers Street, Mardon Avenue, and related spandrel in conjunction with a future commercial development	Approved by BCC	May 2007
TM-0040-07	1 lot commercial subdivision - expired	Approved by PC	July 2007
ZC-1695-05	Reclassified the subject property to C-1 zoning for a future commercial development	Approved by BCC	December 2005

Surrounding Land Use

	Planned Land Use Category	Zoning District (Overlay)	Existing Land Use
North	Corridor Mixed-Use & Business Employment	C-2, M-D, & R-E	VA clinic, warehouse development, & mortuary
South	Public Use	P-F	Undeveloped
East	Neighborhood Commercial	C-2	Commercial complex
West	Neighborhood Commercial	C-1	Undeveloped

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

Related Applications

Application Number	Request
VS-23-0765	A request to vacate and abandon a portion of right-of-way being Warm Springs Road is a companion item on this agenda.

STANDARDS FOR APPROVAL:

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

Analysis**Comprehensive Planning****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 there have been land use trends in the immediate area which have substantially changed the character of the area that merits consideration of a multiple family

residential request. Not all the changes or character to the area have occurred since the most recent overhaul and adoption of the new Master Plan which occurred in December 2021, but this portion of the Warm Springs Road corridor has substantially changed over the last couple of years. Additional and larger employment and activity centers have developed in the immediate area with over 1.5 million square feet of commercial services within a mile of the site. In fact, approximately one-quarter and one-half mile to the west and east is an overabundant number of commercial services for future residents. The increased employment and activity centers have created an increase in housing demands for the immediate area. Durango Drive, Buffalo Drive, Rainbow Boulevard, and Warm Springs Road are principal arterial streets and primarily planned and developed with commercial uses except for the recent approvals of single family detached, single family attached, and multiple family developments. The daily traffic counts along portions of these corridors continue to increase with planned and existing mass transit (RTC) facilities.

Immediately to the north of the proposed development, across Warm Springs Road, is the VA Southwest Primary Care Clinic, a warehouse development, and a mortuary, zoned C-2, M-D, and R-E, respectively. To the east of the project site is an existing commercial complex consisting of an in-line retail building, restaurants, a convenience store, and a gasoline station. To the west and south of the site are undeveloped parcels zoned C-1 and P-F, respectively. Due to an increase in demand for multiple family housing options within unincorporated Clark County, including Spring Valley, staff finds the proposed nonconforming zone boundary amendment appropriate.

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 that directly abutting or contiguous to the subject site are intense zoning districts with approved high density residential or intense commercial and industrial developments. The immediate area is also planned with new land use categories such as Compact Neighborhood (CN) and Corridor Mixed-Use (CM) which will provide for multiple family residential. The proposed R-4 zoning is entirely appropriate, consistent, and compatible with the existing and planned land uses in the immediate area. Within walking distance of the project site is the last remaining areas within Spring Valley that are planned for Business Employment (BE) and proposed to be the economic/employment sectors of the area by encouraging light industrial development that will bring jobs and add to the economy of the Las Vegas Valley. Also within walking distance are uses which residents will need on a daily or weekly basis such as, but not limited to, grocery stores, banks, retail shopping stores, mini storage, pharmacies, restaurants, taverns, and other drinking establishments. These planned and existing uses further increase the demand for housing. To the southwest and south is an existing regional park facility and high school. The Neighborhood Commercial (NC) land use category includes supporting and complementary land uses. The proposed R-4 zoning is entirely appropriate, consistent, and compatible with the existing and planned land uses in the immediate area and will complement the area for a balanced land use pattern.

Immediately to the north of the proposed development, across Warm Springs Road, are developed parcels featuring commercial and institutional uses with a planned land use of Business Employment and Corridor Mixed-Use. To the east of the project site is an existing

commercial development with a planned land use of Neighborhood Commercial. To the west and south of the site are undeveloped parcels with planned land uses of Neighborhood Commercial and Public Use, respectively. Approximately 333 feet to the west of the project site is a previously approved R-4 multiple family development (NZC-23-0076) consisting of 13.7 acres featuring 340 dwelling units with a density of 25 dwelling units per acre. The proposed R-4 zoning is compatible with the density and intensity of the existing and planned land uses in the area, and with the previously approved multiple family development to the west of the project site. Furthermore, the multiple family development should provide an appropriate transition between the C-1 and R-4 zoning to the west and the C-2 zoning to the east of the project site.

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.*

According to the applicant, the proposed development will not have an adverse, negative impact on services and facilities not already planned in the area with new land use categories such as Compact Neighborhood (CN) and Corridor Mixed-Use (CM) which will provide for multiple family residential or for the Neighborhood Commercial (NC) land use designation currently planned on this site. This development will provide an inordinate amount of on-site open space and recreational opportunities for the residents and will be a highly amenitized use rather than a traditional commercial development that will rely entirely on Clark County facilities. Additionally, resident preference through convenience is to use on-site recreational areas rather than off-site areas; therefore, the on-site recreational amenities will not overburden Clark County recreational facilities. Finally, the applicant will mitigate any additional impacts the project may have on the immediate area. To that end, only 30 of the 344 proposed units are 3 bedroom which will discourage families with school aged children and not negatively impact the schools in the area.

There has been no indication from service providers that this request will have an adverse or substantial effect on public facilities and services. The Regional Infrastructure Services Evaluation Report indicates that this development would generate 48 additional elementary school, 23 middle school, and 26 high school students.

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

The applicant states the proposed multiple family development fully complies and furthers goals and policies contained within the Master Plan by providing housing alternatives to meet a range of lifestyle choices, ages, and affordability levels. The project furthers Goal 1.1 which encourages providing opportunities for diverse housing options to meet the needs of residents of all ages, income levels, and abilities. Additionally, the request complies and furthers Goal 1.3 which encourages development of new neighborhoods that embody the County's core values. The request is compliant with specific policies related to residential development and housing options as follows: 1) mix of housing types which encourages, in part, the provision of diverse housing types at varied densities and in numerous locations; 2) the concentration of higher density housing in areas with access to existing or planned high frequency transit, major

employment centers, existing infrastructure, and other services; 3) neighborhood identity which encourages the integration of varied housing models, architectural styles, streetscapes, signage, common landscaped areas and other character defining features that contribute to a distinct neighborhood identity; 4) mix of housing options within neighborhoods encourages, in part, a mix of housing options, both product types and unit sizes, within neighborhoods; 5) the integration of grocery stores, restaurants, medical offices, and other daily needs services as part of or adjacent to new neighborhoods to minimize the need for longer vehicle trips; and 6) the integration and connection of parks, trails, common open space, recreational amenities, or other features in new neighborhoods to enhance the health and quality of life of residents.

Staff finds the proposed nonconforming zone boundary amendment conforms to several goals and policies in the Master Plan. Goal 2 of the plan encourages providing opportunities to mix uses such as commercial, office, and multiple family residential near one another. Furthermore, Goal 10 promotes higher intensity activity centers with multiple uses such as business, commercial, and multiple family residential. Additionally, Growth Management, Community Design Policy 6 encourages the adjacency of living and employment opportunities; therefore, the location of the proposed R-4 residential zoning district is an appropriate and compatible use with the existing and planned residential and commercial developments within the surrounding area.

Summary

Zone Change

A substantial increase in commercial development in the area has contributed to an increased demand for housing. In addition, the proposed R-4 zoning is compatible with the density and intensity of the surrounding developments and planned uses. Utility purveyors have not indicated that the zoning would negatively impact public facilities and services, and the proposed zoning complies with goals and policies in the Master Plan; therefore, staff can support the nonconforming zone boundary amendment to R-4 zoning.

Use Permit

A special use permit is considered on a case by case basis in consideration of the standards for approval. Additionally, the use shall not result in a substantial or undue adverse effect on adjacent properties, character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety, and general welfare; and will be adequately served by public improvements, facilities, and services, and will not impose an undue burden.

The proposed multiple family development, consisting of 344 units, is defined as a High Impact Project as it exceeds a total of 500 dwelling units when combined with the previously approved multiple family development (NZC-23-0076) 333 feet to the west. The purpose of the R-4 zoning district is to provide for the development of high-density residential use, including apartments, and to prohibit the development of incompatible uses that are detrimental to the high-density residential use. The proposed multiple family development, consisting of 24.2 dwelling units per acre, complies with several goals and policies in the Master Plan. For example, the goal of Policy 6.2.1 is to ensure the design and intensity of new development is compatible with established neighborhoods and uses in terms of height, scale, and overall mix of uses. In addition, Policy 3.6.2 encourages compact, mixed-use, and transit oriented development,

or any combination thereof, in locations that will lessen reliance on automobiles as the primary means of access to necessary services and encourage reduction in vehicle miles traveled. In this development, residents will be able to walk to adjacent retail uses, which will reduce automobile dependency. Furthermore, the James Regional Sports Complex and park facilities are located within a half mile walking distance from the proposed development. The height is also appropriate at this location since commercial, industrial, and public facility (Southwest VA Clinic) are in proximity to the project site. For example, the warehouse development to the north of the site, across Warm Springs Road, was approved up to 40 feet in height. Therefore, staff recommends approval.

Waivers of Development Standards

The applicant shall have the burden of proof to establish that the proposed request is appropriate for its proposed location by showing the following: 1) the use(s) of the area adjacent to the subject property will not be affected in a substantially adverse manner; 2) the proposal will not materially affect the health and safety of persons residing in, working in, or visiting the immediate vicinity, and will not be materially detrimental to the public welfare; and 3) the proposal will be adequately served by, and will not create an undue burden on, any public improvements, facilities, or services.

Waiver of Development Standards #1

The increased building height is necessary to accommodate the vaulted ceilings within the dwelling units, in addition to screening the mechanical units with parapet walls. The screening for the mechanical units provides an additional architectural enhancement to the buildings. Furthermore, the increased building height is not for habitable space but rather for architectural enhancement; therefore, staff recommends approval.

Design Review #1

Staff finds the proposed alternative parking lot landscaping, including the distribution of the trees and landscape finger islands, is appropriate for the multiple family development. The site requires 149 trees for the interior parking lot area where the site has been designed to include 215 trees that will be distributed throughout the interior of the development. Staff finds the proposed landscaping will reduce the "heat island" effect and improve the aesthetics of the project site and the surrounding area; therefore, staff recommends approval.

Design Review #2

Staff finds the proposed multiple family residential development complies with several goals and policies within the Master Plan. Policy 6.2.1 encourages the design and intensity of new developments to be compatible with established neighborhoods and uses in terms of its height, scale, and overall mix of uses. The proposed development is consistent and compatible with the office and multiple family development to the west and the commercial development to the north. Policy 6.2.2 encourages the use of sustainable site design and development practices in new construction projects. The landscape plan for the site has been designed to incorporate multiple species of recommended trees, shrubs, and groundcover from the Southern Nevada Water Authority Regional Plant List. Furthermore, the buildings include off-set surface planes, an aesthetically pleasing color palette, and parapet walls along the roofline at various heights; therefore, staff can support this request.

Public Works - Development Review

Waiver of Development Standards #2

Staff has no objection to not dedicate Miller Street, Mardon Avenue, and Warbonnet Way alignments as they are not necessary for access and the alignments will not continue through as the property to the south is designated for a park expansion.

Design Review #3

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

Department of Aviation

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

Staff Recommendation

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 Master Plan, Title 30, and/or the Nevada Revised Statutes.

PLANNING COMMISSION ACTION: January 2, 2024 – APPROVED – Vote: Unanimous Comprehensive Planning

- Resolution of Intent to complete in 3 years;
- Prior to the issuance of building and grading permits, or subdivision mapping, mitigate the impacts of the project including, but not limited to, issues identified by the technical reports and studies, and issues identified by the Board of County Commissioners or commit to mitigating the impacts of the project by entering into a Development Agreement with Clark County;
- Certificate of Occupancy and/or business license shall not be issued without approval of an application for a zoning inspection.
- Applicant is advised that the County has adopted a rewrite to Title 30 effective January 1, 2024, and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a new application for a Master Plan 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; 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; changes to the approved project will require a new land use application; and

that the applicant is solely responsible for ensuring compliance with all conditions and deadlines.

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.
- Applicant is advised that approval of this application will not prevent Public Works from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approvals; and that the installation of detached sidewalks will require the vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control or execute a License and Maintenance Agreement for non-standard improvements in the right-of-way.

Department of Aviation

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

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email sewerlocation@cleanwaterteam.com and reference POC Tracking #0421-2023 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

TAB/CAC: Spring Valley - approval.

APPROVALS:

PROTESTS: 3 cards

APPLICANT: LV WS MEYERS, LLC

CONTACT: DIONICIO GORDILLO, 204 BELLE ISLE CT, 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

Sami Real, Director

NOTICE OF FINAL ACTION

February 20, 2024

DIONICIO GORDILLO
204 BELLE ISLE COURT
HENDERSON, NV 89012

REFERENCE: NZC-23-0764

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

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of **February 07, 2024**. The final decision along with any conditions are listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

APPROVED.

CONDITIONS OF APPROVAL - Comprehensive Planning

- Resolution of Intent to complete in 3 years;
- Prior to the issuance of building and grading permits, or subdivision mapping, mitigate the impacts of the project including, but not limited to, issues identified by the technical reports and studies, and issues identified by the Board of County Commissioners or commit to mitigating the impacts of the project by entering into a Development Agreement with Clark County;
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BOARD OF COUNTY COMMISSIONERS

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



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Sami Real, Director

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BOARD OF COUNTY COMMISSIONERS

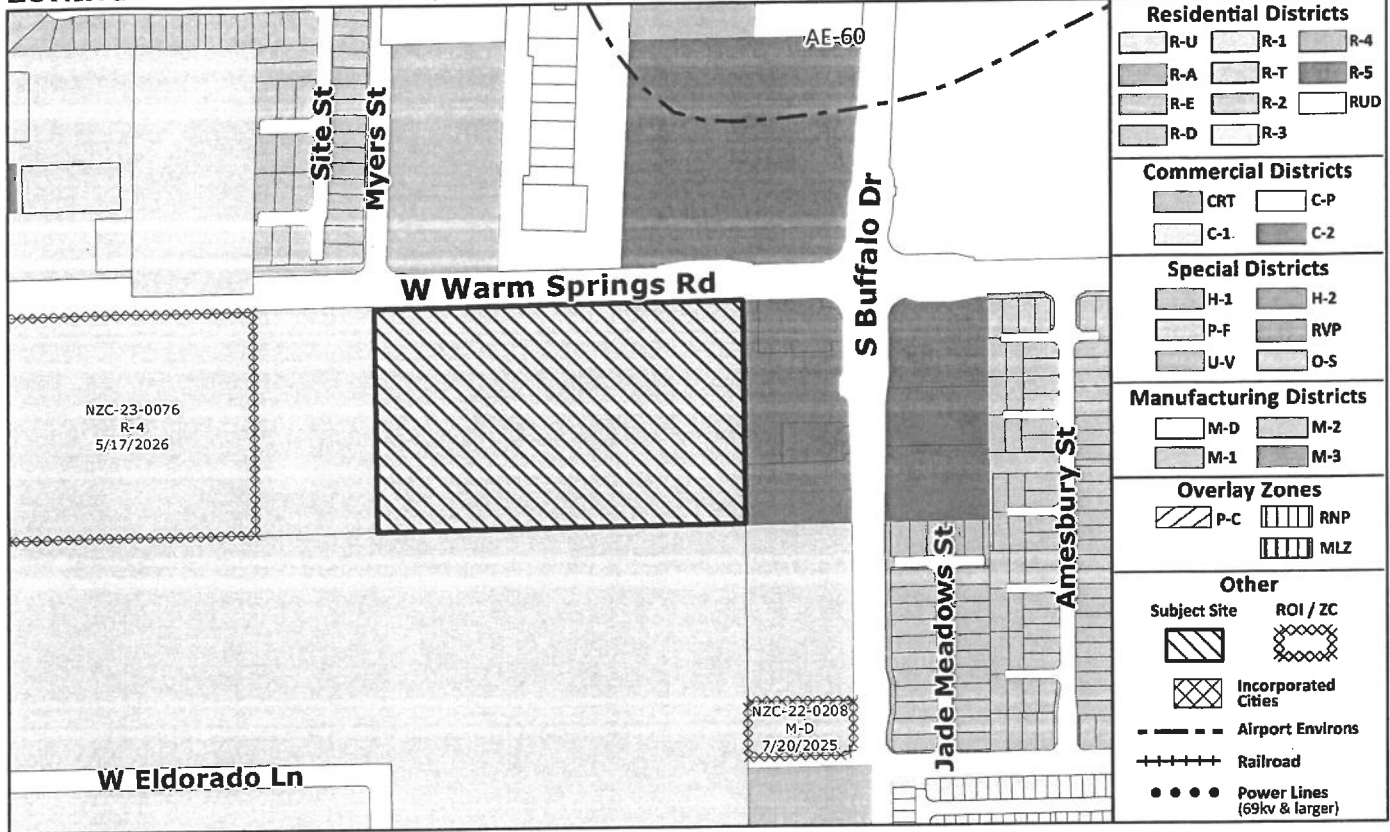
TICK SEGERBLOM, Chair • WILLIAM MCCURDY II, Vice Chair
MICHAEL NAFT • MARILYN KIRKPATRICK • JUSTIN C. JONES • ROSS MILLER • JAMES B. GIBSON
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Commission Agenda Map

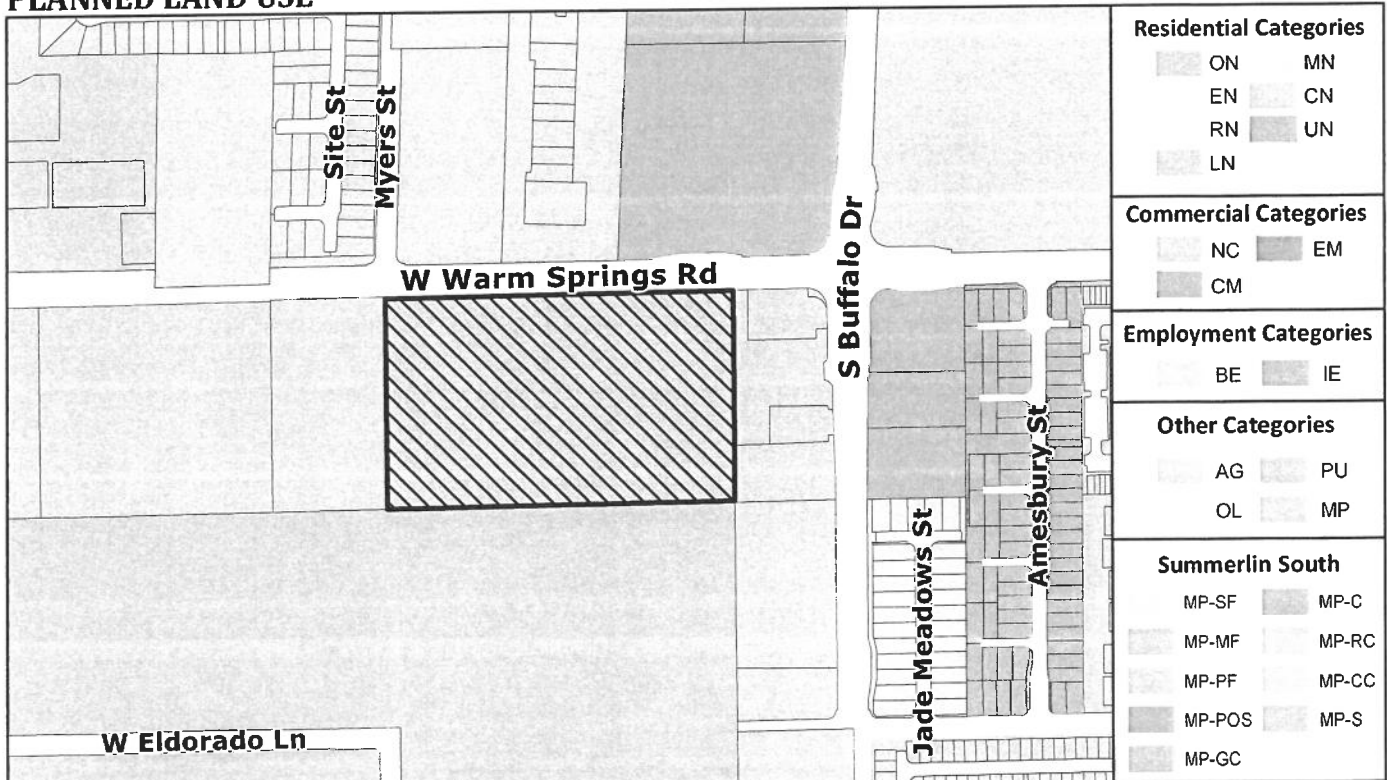
NZC-23-0764

Clark County Department of Comprehensive Planning, Clark County, Nevada

ZONING



PLANNED LAND USE



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

Subject Parcel(s)
17609501010



0 125 250 500 Feet
Map Created on 11/14/2023

