

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

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

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**Recommendation:** ORD-24-900641: Conduct a public hearing on an ordinance to consider adoption of a Development Agreement with Majestic EJM Arroyo V LLC for an office/warehouse distribution facility on 4.06 acres, generally located south of Badura Avenue and east of Pioneer Way within Spring Valley. MN/dw (For possible action)

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**FISCAL IMPACT:**

None by this action.

**BACKGROUND:**

The Board of County Commissioners (Board) approved a land use application WS-24-0212 for an office/warehouse distribution facility on 4.06 acres, generally located south of Badura Avenue and east of Pioneer Way within Spring Valley. Conditions of approval included the developer and/or owner entering into a Development Agreement prior to any permits being issued in order to provide their fair-share contribution towards public infrastructure necessary to provide service in the southwest portion of the Las Vegas Valley.

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

Staff recommends the Board conduct a public hearing.

BILL NO. 12-4-24-3

SUMMARY - An ordinance to adopt the Development Agreement with Majestic EJM Arroyo V LLC for an office/warehouse distribution facility on 21.60 acres, generally located south of Arby Avenue and west of Tenaya Way within Spring Valley.

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

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH MAJESTIC EJM ARROYO V LLC FOR AN OFFICE/WAREHOUSE DISTRIBUTION FACILITY ON 21.60 ACRES, GENERALLY LOCATED SOUTH OF ARBY AVENUE AND WEST OF TENAYA WAY WITHIN SPRING VALLEY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

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

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.06 of the Clark County Code, the Development Agreement with Majestic EJM Arroyo V LLC for an office/warehouse distribution facility on 21.60 acres, generally located south of Arby Avenue and west of Tenaya Way within Spring Valley, is hereby adopted.

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

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

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

PROPOSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2024

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

PASSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2024

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 \_\_\_\_\_ 2024.

APN(s): **176-03-302-009**  
Please Return to: Sami Real  
Comprehensive Planning Department  
1<sup>st</sup> Floor, Clark County Government Center  
500 South Grand Central Parkway  
Las Vegas, Nevada 89155

**DEVELOPMENT AGREEMENT**

**BETWEEN**

**THE COUNTY OF CLARK**

**AND**

**MAJESTIC EJM ARROYO V LLC**

**FOR**

**BADURA & PIONEER**

**ORD-24-900641**

## **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 **Majestic EJM Arroyo V LLC** the Lessee of the real property described on Exhibit "A" attached hereto (hereinafter referred to as the "Lessee") and incorporated herein by reference.

### **SECTION 1 – DEFINITIONS**

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

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

(b) "Applicable Rules" means the specific code, ordinances, rules, regulations and official policies of the County as adopted and in force at the time of permit issuance or map recordation and as amended from time to time, regarding planning, zoning, subdivisions, timing and phasing of development, permitted uses of the Subject Property, density, design, and improvement standards and specifications applicable to the Project, including the Public Facilities Needs Assessment Report, and the fees incorporated herein, except that:

(1) The fees required in the County Code specifically for the Major Projects shall *not* apply to the Project, unless and until the parties agree that the development of the Project will be processed as a Major Project;

and

(2) The zoning established by the Concurrent Approvals will not be amended or modified during the term of this Agreement without Lessee's prior written approval.

(c) "Best Efforts" means, in the case of any contingent obligation of County or Lessee, 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 a Lessee obligation, such action would, in the reasoned opinion of the Lessee, be commercially unreasonable.

In either case, upon request, the responsible party shall give written notice to the other party that it has considered such contingent obligation and the reason for its decision not to perform.

(d) "Builder" means any person or entity, which constructs final improvements (other than off-site improvements or infrastructure) with respect to a subdivision or parcel of the Subject Property.

(e) "Code" means the Clark County Code, including all rules, regulations, standards, criteria, manuals and other references adopted herein.

- (f) "Concurrent Approvals" means the zoning, land use or map approvals and authorizations, relating to the Subject Property, together with the applicable conditions, as granted by the County Commission, including without limitation those approvals and conditions of approval per **WS-24-0212**, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.
- (g) "County" means the County of Clark, Nevada together with its successors and assigns.
- (h) "County Commission" means the Board of County Commissioners or Planning Commission of the County of Clark, State of Nevada.
- (i) "County Master Plan" means the comprehensive plan adopted by the County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use, development guides and elements, including the land use and development guide and the general plan map for unincorporated portions of the Las Vegas Valley adopted by the County Commission on January 24, 1974, except as amended by the adoption of more recent plans in effect as of the Effective Date.
- (j) "Development Agreement Ordinance" means Chapter 30.06 of the Clark County Unified Development Code (Title 30) along with any other Chapters of the Clark County Code that are relevant to this Agreement.
- (k) "Effective Date" means the date, on or after the adoption by the County Commission, of an ordinance approving execution of this Agreement whereas the Agreement has been executed and signed by both parties, that this Agreement is recorded in the Office of the County Recorder of Clark County, Nevada.
- (l) "NDOT" means Nevada Department of Transportation.
- (m) "NRS" means Nevada Revised Statutes.
- (n) "PFNA" means the Southwest Las Vegas Valley Public Facilities Needs Assessment Report, dated December 1, 2000, incorporated herein by this reference and approved by the County Commission on January 2, 2001.
- (o) "Project" means the Subject Property and the proposed development of the Subject Property described in this Agreement.
- (p) "Subject Property" means that certain real property, which Lessee has a long-term lease agreement that grants the Lessee a right to develop, located in the County and more particularly described on Exhibit "A".
- (q) "Term" means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.

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

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

(a) Statutory Authorization. The County is authorized, pursuant to NRS §278.0201 through 278.0207, inclusive, to enter into binding Development Agreements with persons having a legal or equitable interest in real property to establish long range plans for the development of such property.

(b) Property Interest. Lessee represents that it has a long-term lease agreement with Clark County that grants Lessee the right to develop 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 Lessee's application seeking approval of the form of this Agreement and the execution hereof by the County. At the described meeting, the County Commission found that this Agreement is consistent with the County's plans, policies and regulations, including the County Master Plan, that the Agreement meets the requirements of Title 30 of the Code, and that the execution hereof by and on behalf of the County is in the public interest and is lawful in all respects. During the same meeting at which the public hearing was held, the County Commission adopted the Ordinance approving this Agreement and authorizing the execution hereof by duly constituted officers of the County. Said ordinance was scheduled to be effective two weeks after adoption. County agrees to record a certified copy of the ordinance as required by NRS §278.0207.

(d) County Intent. The County desires to enter into this Agreement in conformity with the requirements of NRS, and as otherwise permitted by law, and this Agreement to provide for public services; public uses and urban infrastructure; to promote the health, safety and general welfare of the County and its inhabitants; to minimize uncertainty in planning for and securing orderly development of the Project and surrounding areas; to insure attainment of the maximum efficient utilization of resources within the County at the least economic cost to its citizens; and to otherwise achieve the goals and purposes for which the State statute and County ordinance authorizing Development Agreements were enacted.

(e) Lessee 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, Lessee wishes to obtain reasonable assurances that Lessee may develop the Project in accordance with the conditions established in this Agreement. Lessee 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, Lessee is willing to enter into this Development Agreement in order to pay Lessee's fair share of the costs to provide certain public services, facilities, and infrastructure in the area of this Project. Lessee 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 Lessee agrees without protest to the requirements, limitations, or conditions imposed by this Agreement and the Concurrent Approvals.

(f) Acknowledgment of Uncertainties. The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Project be developed in the manner contemplated by this Agreement. Among such circumstances is the unavailability of water or other limited natural resources, federal regulation of air and water quality, and similar conditions. Lessee recognizes that water shortages could affect the County's ability to perform its obligations hereunder. Lessee further acknowledges and agrees this Agreement does not relieve the Lessee 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 Lessee 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 Lessee of any right under this Agreement, which can be performed.

(g) Provision of Water and Sewer Service. Lessee 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 Lessee in accordance with said governmental entities requirements as amended from time to time. This Agreement or the County does not guarantee or provide the provision of water and sewer services.

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

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

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

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

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

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

3.05 Water Conservation. Lessee agrees to encourage water conservation in the Project. Lessee 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. Lessee agrees to educate Builders and contractors within the Project on the requirements for a Temporary Storm Water Construction Permit issued from the Nevada Division of Environmental Protection (NDEP).



## SECTION 4 – PUBLIC FACILITIES

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

In addition, the fees set forth in Chart 4.01-A below may be increased or decreased from time to time during the term of this Agreement if the modified fees are uniformly applied to all development and construction within the Public Facilities Needs Assessment area. The County and Lessee agree that any fee modifications shall be applied only for building permits not yet issued. Lessee 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>\$ 609.90</b>	<b>\$ 1,030.91</b>	<b>\$ 1,640.81</b>
<b>Multi Family Dwelling Unit</b> (per dwelling unit)	<b>\$ 609.90</b>	<b>\$ 1,010.80</b>	<b>\$ 1,620.70</b>
<b>Retail</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$ 0.69</b>	<b>\$ 0.69</b>
<b>Office</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$ 0.77</b>	<b>\$ 0.77</b>
<b>Industrial</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$ 0.46</b>	<b>\$ 0.46</b>
<b>Hotel</b> (per room)	<b>N/A</b>	<b>\$ 1,032.58</b>	<b>\$ 1,032.58</b>

<sup>1</sup> Fees only for Fire; no Metro

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

4.03 Traffic Study. Lessee 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 Lessee agrees to comply with said Study as approved by the County. Any modification to the Traffic Study must be approved by the Director of the Department of Public Works.

In addition to the fees in Chart 4.01-A above, Lessee 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 Lessee to construct the applicable traffic improvements if Lessee does not develop the impacted area. Lessee 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. Lessee 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, Lessee 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, Lessee shall provide and County shall review in good faith a report submitted by Lessee documenting the extent of Lessee'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 Lessee 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 Comprehensive Planning, or his or her designee, may do one or both of the following options:

- (1) Immediately direct County staff to recommend that all future zoning, land use, and mapping applications within the Project be conditioned so that the building permits to be issued as a result of those approvals shall not be issued until the default is corrected, or;

(2) Issue a letter providing notice of County's intent to set the matter for hearing before the County Commission. The letter shall notify Lessee of the action taken. In the event the County selects this option, County shall give Lessee at least seven (7) business days notice to correct the default before the matter is scheduled for a hearing. The letter notifying Lessee 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 Lessee and the default remains uncorrected, the County Commission may authorize the suspension of building permits within the Project or may amend or terminate this Agreement. Lessee 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) Lessee Procedures

(i) After proper notice and the expiration of the above-referenced periods for correcting the alleged default, Lessee 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. Lessee 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 Lessee.

5.06 Institution of Legal Action. The County and Lessee 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 Lessee may pursue any remedy at law or equity available for breach, except that neither the Lessee nor the County shall be liable to the other or to any other person or entity for any monetary damages whatsoever. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Section 5.03. Following such notice, a public hearing must be held by the County Commission where the allegations will be considered and a decision regarding their merits will be reached. Any judicial review of the County Commission's decision or any legal action taken pursuant to this Agreement will be heard by a Court under the standard review appropriate to Court review of zoning actions, and the decision of the County Commission shall be overturned or overruled if its decision is clearly arbitrary and capricious. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing. If a party desires to present new or additional evidence to the Court, such party may petition the Court to remand the matter to the County Commission to consider the additional or new evidence. Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Eighth Judicial District Court, State of Nevada.

5.07 Applicable Laws. This Agreement shall be construed and enforced in accordance with the law of the State of Nevada.

## **SECTION 6 – CONFLICTING LAWS**

6.01 Conflicting State or Federal Rules. In the event that any conflicting state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the County, this Agreement shall remain in full force and effect as to those provisions not affected, and the conflicting laws or regulations shall not be applied retroactively, and:

(a) Notice and Copies. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy or an account of any such action or inaction together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(b) Modification Conferences. The parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation, or accommodate any such action or inaction.

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

6.03 Cooperation in Securing Permits. The County shall use its Best Efforts to cooperate with Lessee 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. Lessee will be responsible to pay all applicable fees in connection with securing of the permits.

## **SECTION 7 – GENERAL PROVISIONS**

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

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

7.03 Assignment.

(a) Transfer. This Agreement shall not be transferred or assigned to any person, entity, partnership, or corporation, without express the written consent of Clark County.

(b) Financial Transactions. Unless authorized in the lease agreement with Clark County, Lessee shall not transfer, assign or encumber the Subject Property, the Project or portions thereof in connection with financing transactions, without the written consent of Clark County regardless of the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom.

7.04 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS §278.0205 and Section 5 of this Agreement, this Agreement may be amended from time to time or canceled only upon the mutual written agreement of the parties hereto; provided however, that to the extent this Agreement expires pursuant to Section 7.02 above.

7.05 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, Lessee 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 Lessee or those of its contractors, subcontractors, agents, employees, or other persons acting on Lessee's behalf which relate to the development of the Project. Lessee 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 Lessee's activities in connection with the development of the Project. Lessee 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 Lessee is such that Lessee 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 Lessee 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 Lessee, 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 Lessee 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 Lessee shall be recorded in the Official Records of Clark County, Nevada.

7.12 Release. Each unit within the Subject Property shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of an Occupancy Permit for the building in which the unit is located.

7.13 Headings, Exhibits, Cross-references. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to Sections and Exhibits shall be to Sections and Exhibits of or to this Agreement, unless otherwise specified.

7.14 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such term does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

7.15 Voluntary Agreement. Lessee acknowledges that they had the option of conducting their own public facilities needs assessment study, but instead voluntarily chose to accept the findings, conclusions and fee schedule contained within the County PFNA defined in Section 1.01(n) of this Agreement. Lessee 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.

7.17 Conflict With Lease Agreement. In the event this Agreement conflicts with the lease agreement dated December 21, 2021 between Clark County and the Lessee concerning the Subject Property, the terms of the lease agreement between the Clark County and the Lessee controls.

*[signatures appear on following page]*

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

**COUNTY:**

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

Attest:

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

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



**LESSEE:**

**By: Majestic EJM Arroyo, LLC**  
**a Nevada limited liability company**

**By: Majestic Arroyo, LLC**  
**a Delaware limited liability company, its Operating Manager**

By: Majestic Realty Co.,  
a California corporation  
Manager's Agent

By:



Edward P. Roski, Jr.,  
President and Chairman of the Board

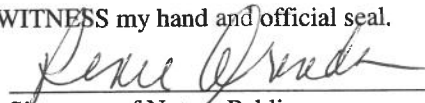
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

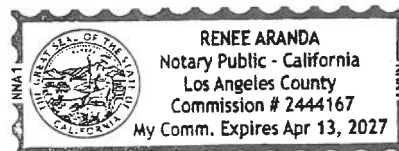
STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF LOS ANGELES )

On October 31, 2024 before me, Renée Aranda, Notary Public, personally appeared Edward P. Roski, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary Public



(Seal)

**Exhibit “A”  
Legal Description**

**(see next page for attachment)**

2c-21-0211 LD

**LEGAL DESCRIPTION**

**BADURA AVENUE**

**ASSESSOR PARCEL NUMBER 176-03-302-009**

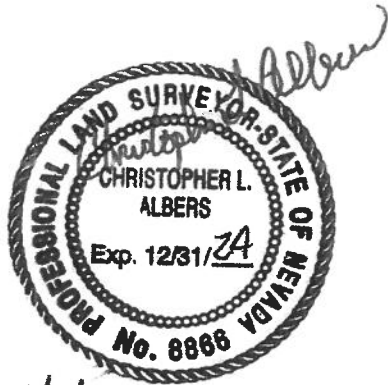
**EXHIBIT 'A'**

Issuing Office File Number: APN 176-03-302-009

THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION DEDICATED FOR PUBLIC STREETS AND UTILITY PURPOSES IN THAT CERTAIN DEDICATION RECORDED DECEMBER 01, 2004 IN BOOK 20041201 AS INSTRUMENT NO. 03640, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THAT PORTION DEDICATED FOR PUBLIC STREETS AND UTILITY PURPOSES TO COUNTY OF CLARK, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA, IN THAT CERTAIN DEDICATION IN FEE RECORDED FEBRUARY 26, 2020 IN BOOK 20200226 AS INSTRUMENT NO. 02131 OF OFFICIAL RECORDS.



3/6/2024

**Exhibit "B"**  
**Development Agreement Lessee Correspondence**



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

**(see next page for attachments)**

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

**WS-24-0212-COUNTY OF CLARK (AVIATION) & MAJESTIC EJM ARROYO V LLC  
LEASE:**

**AMENDED WAIVERS OF DEVELOPMENT STANDARDS** for the following: **1)** increase retaining wall height; and **2)** alternative driveway geometrics.

**DESIGN REVIEWS** for the following: **1)** alternative landscaping (no longer needed); and **2)** an office/warehouse distribution facility on 4.06 acres in an IP (Industrial Park) Zone within the Airport Environs (AE-60) Overlay.

Generally located on the south side of Badura Avenue and the east side of Pioneer Way within Spring Valley. MN/hw/syp (For possible action)

---

RELATED INFORMATION:

**APN:**

176-03-302-009

**WAIVERS OF DEVELOPMENT STANDARDS:**

1. Increase the height of a retaining wall to 6 feet where 3 feet is the maximum permitted by Section 30.04.03C (a 100% increase).
2.
  - a. Reduce throat depth for a driveway servicing a parking lot with less than 50 spaces to 4 feet where 25 feet is the standard per Uniform Standard Drawing 222.1 (an 84% reduction).
  - b. Reduce throat depth for a driveway servicing a parking lot with 51 to 100 spaces to 17 feet where 75 feet is the standard per Uniform Standard Drawing 222.1 (a 77% reduction).
  - c. Increase the width of a driveway to 53 feet where 40 feet is the maximum permitted per Uniform Standard Drawing 222.1 (a 32% increase).
  - d. Reduce the minimum departure distance of a driveway from the intersection of Pioneer Way and Badura Avenue to 184 feet where 190 feet is the standard per Uniform Standard Drawing 222.1 (a 3% reduction).
  - e. Reduce the minimum approach distance of a driveway from the intersection of Pioneer Way and Arby Avenue to 111 feet where 150 feet is the standard per Uniform Standard Drawing 222.1 (a 26% reduction).
  - f. Reduce the length of a driveway island to 18.5 feet where 20 feet is the standard per Uniform Standard Drawing 222.1 (a 7% reduction).

**DESIGN REVIEWS:**

1. Allow alternative street landscaping along Badura Avenue, Pioneer Way, and Arby Avenue where street landscaping is required per Section 30.04.01D (no longer needed).
2. Office/warehouse and distribution facility.

**LAND USE PLAN:  
SPRING VALLEY - BUSINESS EMPLOYMENT**

**BACKGROUND:  
Project Description**

**General Summary**

- Site Address: N/A
- Site Acreage: 4.06
- Project Type: Office/warehouse complex
- Number of Stories: 1
- Building Height (feet): 42
- Square Feet: 74,530
- Parking Required/Provided: 75/79
- Sustainability Required/Provided: 7/5.5

Site Plans

The plans depict a proposed office/warehouse and distribution facility located at the south side of Badura Avenue, the east side of Pioneer Way, and the north side of Arby Avenue. The plans show that the proposed distribution facility will consist of a single, 74,530 square foot, square shaped industrial building located in the central portion of the site. The plans indicate that the building will be setback 148 feet from Badura Avenue to the north, 27.5 feet from Pioneer Way to the west, 155.5 feet from Arby Avenue to the south, and 16 feet from the eastern property line. The plans show that a parking lot is provided to the north of the building and a loading and service area is provided to the south of the building. A total of 79 parking spaces are being provided with 71 spaces being provided within the large parking area on the north side of the building and 8 spaces being provided in a row along the west side of the rear service and loading area. There are a total of 11 loading bays located on the south side of the building within the rear service yard. The plans show that a 6 foot retaining wall will be placed along the eastern side of the entire building and setback 5 feet from the building and 12 feet from the eastern property line. Access to the site will be provided by 2 driveways with one 37 foot wide driveway along Badura Avenue in the northeast corner of the site, and a second 53 foot wide driveway located along Arby Avenue.

Landscaping

The landscape plan shows that both street and parking lot landscaping is being provided. In terms of the street landscaping, along Arby Avenue, a 20 foot wide landscaping strip has been provided. This landscaping strip consists of a 5 foot landscaping area along Arby Avenue, then a 5 foot wide sidewalk, and then an 10 foot wide landscaping area. Along Pioneer Way, a 28 foot to 55.5 foot wide landscape buffer is proposed with a 5 foot landscaping area, then a 5 foot wide sidewalk, and then an 18 to 45.5 foot wide landscaping area. Along Badura Avenue, a varying 18.5 foot and 33.8 foot wide landscape areas is proposed with a 5 foot landscaping area, then a 5 foot wide sidewalk, and then a varying 8.5 foot to 23.8 foot wide landscaping area. All trees and spacing meet Title 30 requirements.

The parking lot landscaping within the northern parking area consists of Holly Oak, Velvet Mesquite, Desert Museum Palo Verde (*Parkinsonia x 'Desert Museum'*), and Mastic (*Pistacia*



lentiscus) trees. These trees are placed every 6 spaces within 8 foot wide terminal landscape finger islands. When these trees are placed more than every 6 spaces, additional trees are placed within an adjacent landscape stip. In the southern parking area, 3 trees, comprised of Desert Museum Palo Verde and Velvet Mesquite trees, are provided at the ends of the provided parking row and with a tree placed centrally along the parking row.

Elevations

The elevations depict a typical concrete tilt-up shell industrial building. The building exterior consists primarily of painted concrete tilt-up panels. These panels vary in color across each façade switching between a beige, grey-beige, and off-white color. The recessed, navy blue medallion panels act as accents within the panels on each façade. Each façade also contains parapets that vary in height with the parapets changing 2 feet in height. In addition, the walls of the building also recess and pop-out to create a varying appearance to the building. Access to the building is provided primarily through the office entrance at the northwest corner of the building. This entrance contains a double door commercial window and door system and is recessed into the building to shade the entrance. Windows provided on the north façade surrounding the office entrance door and on the western façade as well. Additional access to the building is provided by hollow metal doors that are painted to match the corresponding façade and white metal roll-up overhead doors on the southern façade of the building.

Floor Plans

The floor plans show that the building is a one story shell building that will be modified for future tenants. The plans show that the overall interior space consists of 74,530 square feet with a 3,420 square foot office space in the northwest corner of the building, 333 square foot electrical room, 386 square foot pump room, and 120 square foot roof access space with a 70,271 square foot open warehouse space.

Applicant’s Justification

The applicant states that the proposed project is a 74,530 square foot distribution center that will improve the existing site through development and off-site with their proposed street and associated improvements. The applicant states that there are similar industrial, and office/warehouse uses nearby and adjacent to the site. The applicant further states that the site will have sufficient parking and loading facilities for any uses that are eventually conducted on site. The applicant indicates that the site has multiple points of access and that the design of the building is similar to other distribution facilities and complies with Code. The applicant also states that the need for several of the waivers for driveway geometrics are justified due to the low traffic generation of the site, site limitations, and the truck only nature of the southern driveway. Finally, the applicant states that modifications to the landscaping are needed due to the site limitations of a multiple frontage lot and the possibility of overhead power utility lines.

**Prior Land Use Requests**

<b>Application Number</b>	<b>Request</b>	<b>Action</b>	<b>Date</b>
VS-0266-07	Vacated and abandoned patent easements & rights-of-way – expired	Approved by PC	April 2007

**Prior Land Use Requests**

Application Number	Request	Action	Date
DR-1629-06	Office complex and sign package – expired	Approved by BCC	January 2007
ZC-1852-04	Reclassified 210 acres from R-E and M-D to C-2 for a future commercial development	Approved by BCC	November 2004

**Surrounding Land Use**

	Planned Land Use Category	Zoning District (Overlay)	Existing Land Use
North	Business Employment	CG (AE-60)	Undeveloped
South	Business Employment	CG & CG (AE-60)	Undeveloped
East	Business Employment	IP & IP (AE-60)	Office/warehouse complex
West	Business Employment	IP (AE-60)	Office/warehouse complex

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

**Related Applications**

Application Number	Request
VS-24-0210	Vacation and abandonment of patent easements and rights-of-way for detached sidewalks is a companion item on this agenda.
ZC-24-0211	A zone change to reclassify the site from CG to IP 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**

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

In general, the purpose of reviewing retaining walls over 3 feet is to assure that the wall will not pose a safety hazard to the site and adjacent properties and will not pose a visual nuisance to the area. Staff finds that the proposed retaining wall is located on the east side of the proposed building where it will be difficult to see from any right-of-way due to its position along the proposed building and the position of other buildings nearby. In addition, staff finds that the wall

is setback 5 feet from the proposed building and nearly 70 feet from the nearest building on the site to the east. Finally, the applicant shows that landscaping of medium trees will be placed between the wall and the adjacent property. Overall, staff finds that the wall is screened appropriately from view, is necessary for the draining of the site, and is separated sufficiently from neighboring structures. For these reasons, while staff does not normally support waivers for retaining walls, staff finds that sufficient mitigation has been provided and thus can support this waiver of development standards provided the retaining wall is constructed with decorative materials.

#### Design Reviews

Development of the subject property is reviewed to determine if 1) it is compatible with adjacent development and is harmonious and compatible with development in the area; 2) the elevations, design characteristics and others architectural and aesthetic features are not unsightly or undesirable in appearance; and 3) site access and circulation do not negatively impact adjacent roadways or neighborhood traffic.

#### Design Review #1

No longer needed.

#### Design Review #2

Overall, staff finds that the proposed design of the proposed distribution facility is similar in nature to other distribution facilities in the Las Vegas Valley, but also in the immediate area. The building is attractive with enough architectural articulations on all four sides to prevent blank walls. The color scheme is neutral, and accents help make the building attractive to the eye. The entrances are clearly indicated. The building has been provided with enough parking to address the needs of the site, while also not being overparked. The landscaping provided on site helps to buffer the site from the surrounding streets, while considering potential conflicts from proposed utility lines. In addition, the landscaping within the parking areas help to reduce issues related to the urban heat island effect. Finally, staff finds that the proposed design is responsive to the site by placing the building in the central portion of the site to assure that sufficient room is provided to address parking and loading needs. The site has been provided with additional landscaping along the southern portion of the site to screen the overhead doors from the street and trees have been provided along the eastern portion of the site to screen the proposed 6 foot retaining wall. The site also has sufficient access for both cars and trucks with cross access not necessarily needed with the site to the east due to the difference in intensity of the two sites, as well as site constraints. Overall, staff finds that the proposed distribution facility will comply with Policies 5.1.3 and 5.5.1 which encourage the development of new industries in the Las Vegas Valley and the placement of such industries within designated employment areas. For these reasons, staff can support this design review.

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

##### Waiver of Development Standards #2a

Although the throat depth for the commercial driveway on Badura Avenue does not comply with the minimum standard, the applicant worked with staff to remove parking spaces, which provides more room for vehicles to safely exit the right-of-way to gain access to the site.

#### Waiver of Development Standards #2b, #2c, #2e and #2f

Although the throat depth, driveway width, approach distance, and driveway median length for the Arby Avenue commercial driveway do not comply with the minimum standard, staff can support these requests. The reduced throat depth, increased driveway width, reduced approach distance, and increased driveway width will allow for safer truck movements on and off-site. Additionally, Arby Avenue sees low volumes of traffic as it ends to the west, further reducing the impact normally caused by the reductions.

#### Waiver of Development Standards #2d

Staff has no objection to the reduction in the departure distance for the Badura Avenue commercial driveway. The applicant placed the driveway as far east as the site will allow.

#### **Staff Recommendation**

Approval.

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

#### **PRELIMINARY STAFF CONDITIONS:**

##### **Comprehensive Planning**

- Retaining wall shall be constructed of decorative materials;
- 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 approval of a Certificate of Compliance.
- Applicant is advised within 2 years from the approval date the application must commence or the application will expire unless extended with approval of an extension of time; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time and application for review; 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 the applicant is solely responsible for ensuring compliance with all conditions and deadlines.

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

- Drainage study and compliance;
- Traffic study and compliance;
- Full off-site improvements or coordinate with Public Works - Development Review Division for a cost contribution for the Badura improvement project;
- 30 days to coordinate with Public Works - Construction Division and to dedicate any necessary right-of-way and easements for the Maule Avenue and Badura Avenue Connection improvement project;

- If required by Public Works - Development Review, construct a median island in Badura Avenue from Tenaya Way to Buffalo Drive;
- The installation of detached sidewalks will require the vacation of excess right-of-way together with a subdivision map granting necessary easements for utilities, pedestrian access, streetlights, and traffic control or the execution of a License and Maintenance Agreement for non-standard improvements in the right-of-way.

**Fire Prevention Bureau**

- No comment.

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

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email sewerlocation@cleanwaterteam.com and reference POC Tracking #0232-2024 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

**TAB/CAC:**

**APPROVALS:**

**PROTESTS:**

**APPLICANT:** MAJESTIC EJM ARROYO V, LLC

**CONTACT:** JOHN VORNSAND, 62 SWAN CIRCLE, HENDERSON, NV 89074  
9074



# Department of Comprehensive Planning

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

Sami Real, Director

## NOTICE OF FINAL ACTION

July 16, 2024

JOHN VORNSAND  
62 SWAN CIRCLE  
HENDERSON, NV 89074

REFERENCE: WS-24-0212

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 03, 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**

- **Retaining wall shall be constructed of decorative materials;**
- **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 approval of a Certificate of Compliance.**
- **Applicant is advised within 2 years from the approval date the application must commence or the application will expire unless extended with approval of an extension of time; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time and application for review; 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 the applicant is solely responsible for ensuring compliance with all conditions and deadlines.**

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

- **Drainage study and compliance;**
- **Traffic study and compliance;**

#### **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



# 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

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

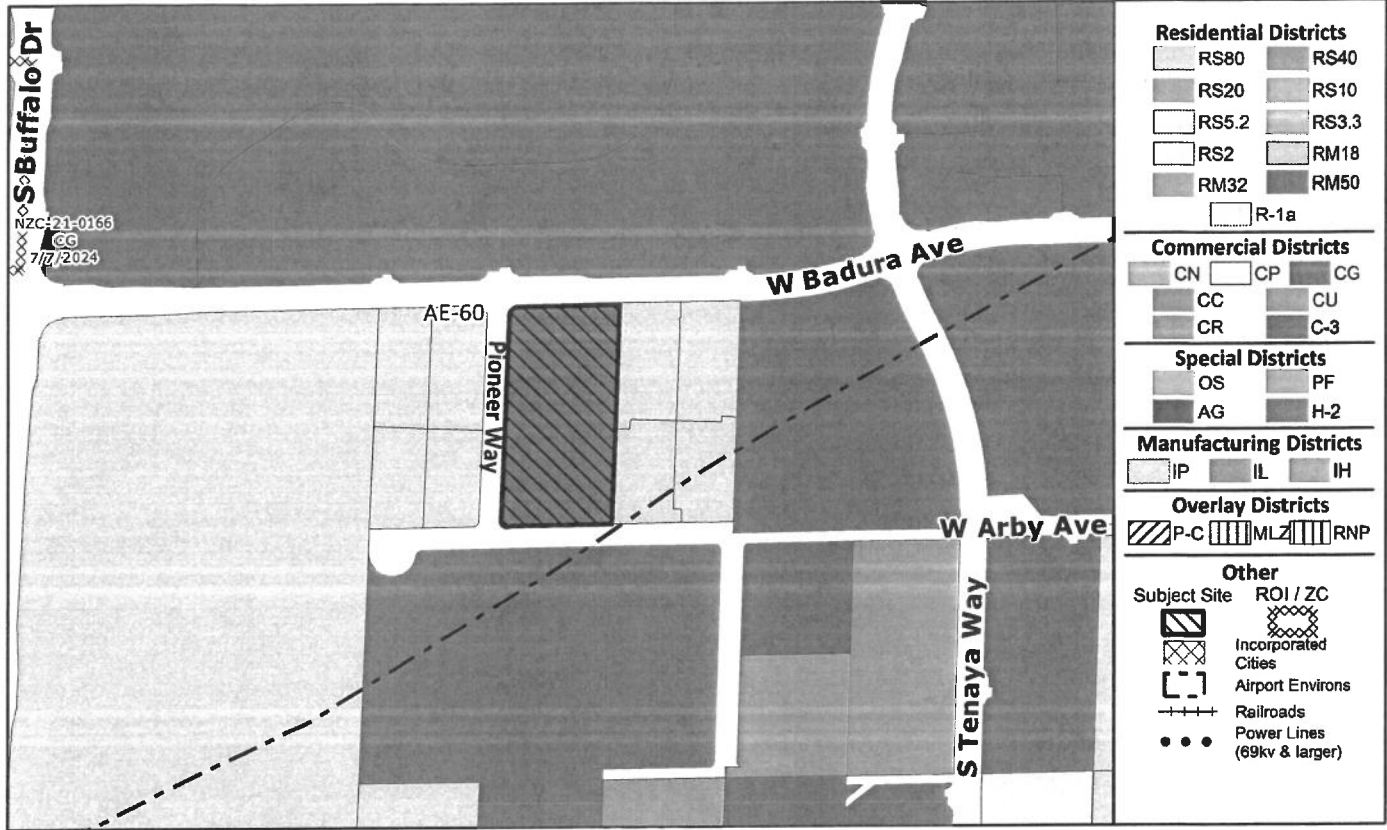
TICK SEGERBLOM, Chair · WILLIAM MCCURDY II, Vice Chair  
MICHAEL NAFT · MARILYN KIRKPATRICK · JUSTIN C. JONES · ROSS MILLER · JAMES B. GIBSON  
KEVIN SCHILLER, County Manager

# Commission Agenda Map

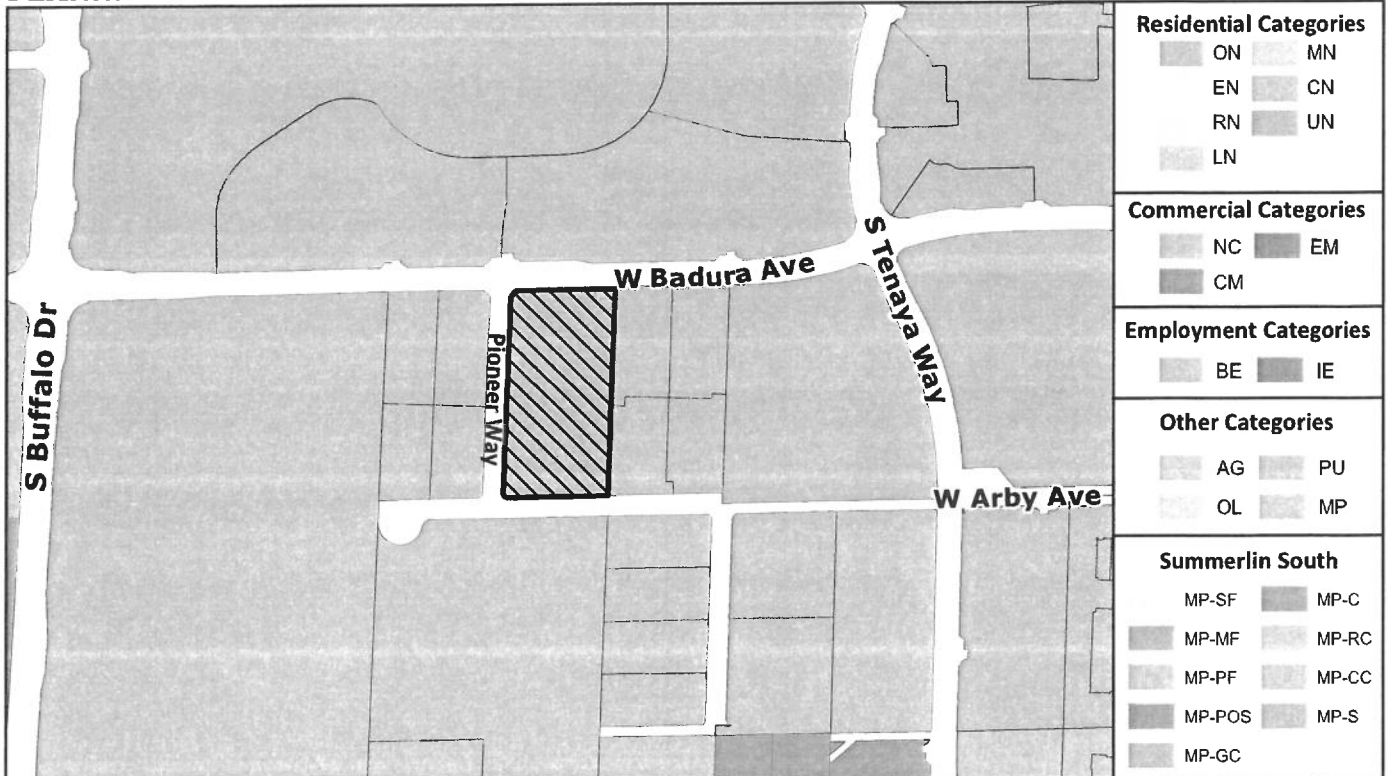
WS-24-0212

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)  
17603302009



0 125 250 500 Feet  
Map Created on 5/11/2024

