

CLARK COUNTY BOARD OF COMMISSIONERS

ZONING / SUBDIVISIONS / LAND USE

AGENDA ITEM

Petitioner: Sami Real, Director, Department of Comprehensive Planning

Recommendation: ORD-23-900338: Conduct a public hearing on an ordinance to consider adoption of a Development Agreement with NV LAS DEC, LLC for a data center with electric substation on 30.0 acres, generally located north of Maule Avenue and west of Jones Boulevard within Enterprise. MN/dd (For possible action)

FISCAL IMPACT:

None by this action.

BACKGROUND:

The Board of County Commissioners (Board) approved a land use application ZC-23-0151 for a data center with electric substation on 30.0 acres, generally located north of Maule Avenue and west of Jones Boulevard within Enterprise. Conditions of approval included the developer and/or owner entering into a Development Agreement prior to any permits being issued in order to provide their fair-share contribution towards public infrastructure necessary to provide service in the southwest portion of the Las Vegas Valley.

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

Staff recommends the Board conduct a public hearing.

Cleared For Agenda
09/06/23

BILL NO. 8-16-23-3

SUMMARY - An ordinance to adopt a Development Agreement with NV LAS DEC, LLC for a data center with electric substation on 30.0 acres, generally located north of Maule Avenue and west of Jones Boulevard within Enterprise.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT A DEVELOPMENT AGREEMENT
WITH NV LAS DEC, LLC FOR A DATA CENTER WITH ELECTRIC
SUBSTATION ON 30.0 ACRES, GENERALLY LOCATED NORTH
OF MAULE AVENUE AND WEST OF JONES BOULEVARD
WITHIN ENTERPRISE, AND PROVIDING FOR OTHER MATTERS
PROPERLY RELATED THERETO.

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

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.20 of the Clark County Code a Development Agreement with NV LAS DEC, LLC for a data center and electric substation on 30.0 acres, generally located north of Maule Avenue and west of Jones Boulevard within Enterprise, is hereby adopted.

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

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

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

PROPOSED on the _____ day of _____, 2023

INTRODUCED by: _____

PASSED on the _____ day of _____, 2023

VOTE:

AYES: _____

NAYS: _____

ABSTAINING:

ABSENT:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
JAMES B. GIBSON, Chair

ATTEST:

Lynn Marie Goya, County Clerk

This ordinance shall be in force and effect from and after the _____ day
of _____ 2023.

APN(s): **176-02-601-004 through -007, -010, -011, and -014 through -016**
Please Return to: Sami Real
Comprehensive Planning Department
1st Floor, Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK

AND

NV LAS DEC, LLC

FOR

SWITCH LASNAP17 AND LASNAP18

ORD-23-900338

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

SECTION 1 – DEFINITIONS

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

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

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

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

and

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

(c) "Best Efforts" means, in the case of any contingent obligation of County or Owner, that the party so obligated will make a good faith effort to accomplish the stated goal, task, project or promised performance, provided such term does not imply a legal obligation to take any specific action if:

(i) In the case of a County obligation, such action would, in the reasoned opinion of the County Commission, be imprudent given competing public needs and projects; or

(ii) In the case of an Owner obligation, such action would, in the reasoned opinion of the Owner, be commercially unreasonable.

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

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

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

- (f) "Concurrent Approvals" means the zoning, land use or map approvals and authorizations, relating to the Subject Property, together with the applicable conditions, as granted by the County Commission, including without limitation those approvals and conditions of approval per **ZC-23-0151**, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.
- (g) "County" means the County of Clark, State of Nevada together with its successors and assigns.
- (h) "County Commission" means the Board of County Commissioners or Planning Commission of the County of Clark, State of Nevada.
- (i) "County Master Plan" means the comprehensive plan adopted by the County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use, development guides and elements, including the land use and development guide and the general plan map for unincorporated portions of the Las Vegas Valley adopted by the County Commission on January 24, 1974, except as amended by the adoption of more recent plans in effect as of the Effective Date.
- (j) "Development Agreement Ordinance" means Chapter 30.20 of the Clark County Unified Development Code (Title 30) along with any other Chapters of the Clark County Code that are relevant to this Agreement.
- (k) "Effective Date" means the date, on or after the adoption by the County Commission, of an ordinance approving execution of this Agreement whereas the Agreement has been executed and signed by both parties, that this Agreement is recorded in the Office of the County Recorder of Clark County, Nevada.
- (l) "NDOT" means Nevada Department of Transportation.
- (m) "NRS" means Nevada Revised Statutes.
- (n) "PFNA" means the Southwest Las Vegas Valley Public Facilities Needs Assessment Report, dated December 1, 2000, incorporated herein by this reference and approved by the County Commission on January 2, 2001.
- (o) "Project" means the Subject Property and the proposed development of the Subject Property described in this Agreement.
- (p) "Subject Property" means that certain real property, which Owner owns or has the right to acquire, located in the County and more particularly described on Exhibit "A".
- (q) "Term" means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.

SECTION 2 – RECITAL OF PREMISES, PURPOSE AND INTENT

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

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

(b) Ownership Interest. Owner represents that it has, will acquire, or has the right to acquire, fee title ownership of the Subject Property.

(c) County Authorization, Hearing and Ordinance. All preliminary processing with regard to the Project has been duly completed in conformance with all applicable laws, rules and regulations. The County Commission, having given notice as required by law, held a public hearing on Owner's application seeking approval of the form of this Agreement and the execution hereof by the County. At the described meeting, the County Commission found that this Agreement is consistent with the County's plans, policies and regulations, including the County Master Plan, that the Agreement meets the requirements of Title 30 of the Code, and that the execution hereof by and on behalf of the County is in the public interest and is lawful in all respects. During the same meeting at which the public hearing was held, the County Commission adopted the Ordinance approving this Agreement and authorizing the execution hereof by duly constituted officers of the County. Said ordinance was scheduled to be effective two weeks after adoption. County agrees to record a certified copy of the ordinance as required by NRS §278.0207.

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

(e) Owner Intent. In accordance with the legislative intent evidenced by NRS §278.0201 through §278.0207, inclusive, authorizing Development Agreements and the intent of the County in adopting an ordinance allowing Development Agreements, Owner wishes to obtain reasonable assurances that Owner may develop the Project in accordance with the conditions established in this Agreement. Owner acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time. In order to develop the Subject Property, Owner is willing to enter into this Development Agreement in order to pay Owner's fair share of the costs to provide certain public services, facilities, and infrastructure in the area of this Project. Owner further acknowledges that this Agreement was made a part of the County Record at the time of its approval by the County Commission and that the Owner agrees without protest to the requirements, limitations, or conditions imposed by this Agreement and the Concurrent Approvals.

(f) Acknowledgment of Uncertainties. The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Project be developed in the manner contemplated by this Agreement. Among such circumstances is the unavailability of water or other limited natural resources, federal regulation of air and water quality, and similar conditions. Owner recognizes that water shortages could affect the County's ability to perform its obligations hereunder. Owner further acknowledges and agrees this Agreement does not relieve the Owner from compliance with existing, changed, modified or amended rules regulations, laws, ordinances,

resolutions, fees codes, etc., of other governmental agencies. Such rules, regulations, laws, ordinances, resolutions, fees, codes, etc. of governmental entities must be complied with by the Owner and are not locked in nor a part of this Agreement. It is not the intent of the parties nor shall this Section be construed as excusing the County of any obligation hereunder or depriving Owner of any right under this Agreement, which can be performed.

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

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

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

SECTION 3 – DEVELOPMENT OF THE PROJECT

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

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

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

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

3.05 Water Conservation. Owner agrees to encourage water conservation in the Project. Owner agrees to design any open space using the best available, water conserving techniques, including but not limited to proper soil preparation and water conserving irrigation systems and equipment. Landscaping adjacent to public streets shall be limited to water conserving plant materials.

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

SECTION 4 – PUBLIC FACILITIES

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

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

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

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

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

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

Each facility must be built in the manner prescribed by the Code, NRS, and in accordance with the, “Uniform Standard Drawings for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada”, as amended by the Concurrent Approvals as approved by the County, and the State’s Design Manual prior to issuance of any building permits for the area impacted by the facilities, as identified in the Traffic Study as approved with conditions by the County (an NDOT if applicable). Nothing herein shall be construed to require Owner to construct the applicable traffic improvements if Owner does not develop the impacted area. Owner acknowledges it shall be responsible for all public and private roadway construction (if applicable), utility installations and modifications, lighting, traffic control equipment and signage, and aesthetic improvements relating to the development.

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

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

SECTION 5 – REVIEW AND DEFAULT

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

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

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

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

(a) County Procedures

(i) Intent to Remedy Noncompliance. After proper notice and the expiration of the above-referenced periods for correcting the alleged default, the Director of Development Services, or his or her designee, may do one or both of the following options:

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

- (2) Issue a letter providing notice of County's intent to set the matter for hearing before the County Commission. The letter shall notify Owner of the action taken. In the event the County selects this option, County shall give Owner at least seven (7) business days notice to correct the default before the matter is scheduled for a hearing. The letter notifying Owner of the hearing shall contain the intended hearing date. The seven (7) business days will be measured from the date of the certified mailing of the notice.

(ii) Hearing Schedule. If the default is not corrected within the time specified above, the matter shall be scheduled and noticed as required by law for consideration and review by the County Commission on the next available Commission zoning agenda.

(iii) Review by County Commission. Following consideration of the evidence presented before the County Commission and a finding based on substantial evidence that a default has occurred by Owner and the default remains uncorrected, the County Commission may authorize the suspension of building permits within the Project or may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any Vested Right in favor of Owner, existing or received, as of the date of the termination. Owner shall have twenty-five (25) calendar days after the date of notice of the County Commission's decision is filed with the Clark County Clerk, Commission Division, to institute legal action pursuant to Sections 5.05 and 5.06 hereof, to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.

(b) Owner Procedures

(i) After proper notice and the expiration of the above-referenced periods for correcting the alleged default, Owner may issue a letter requesting a hearing before the County Commission for review of the alleged default. Upon receipt of the letter, County shall schedule an item to consider the alleged default on the next available Commission zoning agenda.

(ii) Review by County Commission. Following consideration of the evidence presented before the County Commission and a finding based on substantial evidence that a default has occurred by County and remains uncorrected, the County Commission shall direct County staff to correct the default. Owner shall have twenty-five (25) calendar days after the date of notice of the County Commission's decision is filed with the Clark County Clerk, Commission Division, to institute legal action pursuant to this Section hereof to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.

(c) Waiver. Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceeding which it may deem necessary to protect, assert, or enforce any of its right or remedies.

(d) Notices. All notices provided for herein shall be sent to and in the manner provided in Section 7.08 of this Agreement.

5.04 Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged default, the party alleging the default shall give notice of intent to amend or terminate this Agreement pursuant to NRS §278.0205 (the "Notice of Intent"), with notices sent in the manner

provided by Section 7.08 of this Agreement. Following any such Notice of Intent, the matter shall be scheduled and noticed as required by law for consideration and review by the County Commission.

5.05 Unavoidable Delay or Default, Extension of Time for Performance. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, acts of terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than County) to perform acts or deeds necessary for the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties. If written notice of any such delay is given to County within thirty (30) calendar days after the commencement thereof, an automatic extension of time, unless otherwise objected to by County within ten (10) business days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between County and Owner.

5.06 Institution of Legal Action. The County and Owner agree that the County would not have entered into this Agreement if it were liable for damages under or with respect to this Agreement. Accordingly, the County and the Owner may pursue any remedy at law or equity available for breach, except that neither the Owner nor the County shall be liable to the other or to any other person or entity for any monetary damages whatsoever. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Section 5.03. Following such notice, a public hearing must be held by the County Commission where the allegations will be considered and a decision regarding their merits will be reached. Any judicial review of the County Commission's decision or any legal action taken pursuant to this Agreement will be heard by a Court under the standard review appropriate to Court review of zoning actions, and the decision of the County Commission shall be overturned or overruled if its decision is clearly arbitrary and capricious. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing. If a party desires to present new or additional evidence to the Court, such party may petition the Court to remand the matter to the County Commission to consider the additional or new evidence. Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Eighth Judicial District Court, State of Nevada.

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

SECTION 6 – CONFLICTING LAWS

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

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

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

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

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

SECTION 7 – GENERAL PROVISIONS

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

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

7.03 Assignment.

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

(b) Transfer to an Affiliate of Owner. The rights of Owner under this Agreement may be freely transferred or assigned to any entity, partnership, or corporation, which Owner controls, or in which Owner has a controlling interest, or which controls Owner; provided, such entity shall assume in writing all obligations of Owner hereunder.

(c) Third Party Assignment. The rights and obligations of Owner under this Agreement may be freely transferred or assigned to a third party not affiliated with Owner, provided such third party assumes in writing all obligations of Owner hereunder as to the assigned or transferred portion of the Project along with a copy of the sale, transfer, conveyance, or assignment agreement wherein the third party assumes the obligations of the Owner. Upon any such assignment hereunder, the Owner shall be relieved of all obligations and liabilities under or in connection with this agreement. In connection with the conveyance of any portion of the property, Owner shall provide County with written notice of any sale, transfer, conveyance or assignment of any unimproved portion of the Project.

(d) Financial Transactions. Owner has full discretion and authority to transfer, assign or encumber the Project or portions thereof in connection with financing transactions, without limitation on the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transaction at any time and from time to time without permission of or notice to County.

7.04 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS §278.0205 and Section 5 of this Agreement, this Agreement may be amended from time to time or canceled only upon the mutual written agreement of the parties hereto; 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, Owner shall hold County, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Owner or those of its contractors, subcontractors, agents, employees, or other persons acting on Owner's behalf which relate to the development of the Project. Owner agrees to and shall defend County and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Owner's activities in connection with the development of the Project. Owner agrees to indemnify, hold harmless, and provide and pay all costs for a defense for County in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is solely caused by the intentional or negligent act of County, its officers, agents, employees, or representatives.

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

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

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

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

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

Either party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the

manner described shall be deemed delivered on the day of personal delivery or the delivery date by overnight courier or mail is first attempted.

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

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

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

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

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

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

7.15 Voluntary Agreement. Owner acknowledges that they had the option of conducting their own public facilities needs assessment study, but instead voluntarily chose to accept the findings, conclusions and fee schedule contained within the County PFNA defined in Section 1.01(n) of this Agreement. Owner further acknowledges and agrees that it voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.

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

[signatures appear on following page]

IN WITNESS WHEREOF, this Agreement has been executed by the parties 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: _____
James B. Gibson, Chair

Lynn Marie Goya, County Clerk

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

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

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

NOTARY PUBLIC

Signature

My Commission expires: _____

OWNER:

Joshua Ewing
PRINT OWNER NAME

ENTITY NAME:

NV LAS DEC, LLC
PRINT ENTITY NAME

By:

[Signature]
Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 19th day of July, 2023
by Joshua Ewing
(Printed Name of Document Signer)

NOTARY PUBLIC

[Signature]
Signature

My Commission expires: March 11th, 2024



Exhibit “A”
Legal Description

(see next page for attachment)

WALLACE MORRIS KLINE SURVEYING, LLC
Land Survey Consulting

APN'S: 176-02-601-004, 005, 006, 007, 010, 011, 014, 015 AND 016

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS THE OVERALL BOUNDARY OF THE "NAP 17 & 18" PROJECT.

DESCRIPTION

PARCEL 1: (APN:176-02-601-016)

THE EAST HALF (E1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA;

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE COUNTY OF CLARK BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED AUGUST 9, 1979 IN BOOK 1099 OF OFFICIAL RECORDS, CLARK COUNTY NEVADA RECORDS, AS DOCUMENT NO. 1058833.

TOGETHER WITH THOSE PORTIONS OF "MAULE AVENUE", "PAMA LANE" AND "BRONCO STREET" VACATED BY ORDER OF VACATION VS-23-0152.

PARCEL 2: (APN:176-02-601-005)

THE WEST HALF (W1/2) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA;

EXCEPTING THEREFROM ALL THAT REAL PROPERTY AS CONVEYED TO COUNTY OF CLARK BY DEED RECORDED OCTOBER 8, 1996 IN BOOK 961008 OF OFFICIAL RECORDS, CLARK COUNTY NEVADA RECORDS, AS DOCUMENT NO. 01290.

PARCEL 3: (APN:176-02-601-015)

THE EAST HALF (E1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA;

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE COUNTY OF CLARK BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED OCTOBER 8, 1996 IN BOOK 961008 OF OFFICIAL RECORDS, CLARK COUNTY NEVADA RECORDS, AS DOCUMENT NO. 01292.

APN'S: 176-02-601-004, 005, 010, 011, 014, 015 AND 016

FURTHER EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE COUNTY OF CLARK BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED MARCH 30, 2006 IN BOOK 20060330 OF OFFICIAL RECORDS, CLARK COUNTY NEVADA RECORDS, AS DOCUMENT NO. 06343.

PARCEL 4: (APN:176-02-601-004)

THE EAST HALF (E1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA;

EXCEPTING THEREFROM ALL THAT REAL PROPERTY AS CONVEYED TO COUNTY OF CLARK BY DEED RECORDED AUGUST 23, 1996 IN BOOK 960823 OF OFFICIAL RECORDS, CLARK COUNTY NEVADA RECORDS, AS DOCUMENT NO. 01783 AND RE-RECORDED OCTOBER 11, 1996 IN BOOK 961011 OF OFFICIAL RECORDS, CLARK COUNTY NEVADA RECORDS, AS DOCUMENT NO. 02218.

PARCEL 5: (APN:176-02-601-011)

THE WEST HALF (W1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

PARCEL 6: (APN:176-02-601-010)

THE EAST HALF (E1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

PARCEL 7: (APN:176-02-601-014)

THE WEST HALF (W1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 60 EAST M.D.M., CLARK COUNTY, NEVADA.

PARCEL 8: (APN:176-02-601-006)

A PORTION OF THE EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.B. & M., CLARK COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND OF AFOREMENTIONED EAST HALF (E 1/2) LYING SOUTH OF THAT LAND PREVIOUSLY DEDICATED TO CLARK COUNTY IN THAT CERTAIN DEDICATION DOCUMENT RECORDED IN BOOK 20181226, INSTRUMENT NO. 00168, ON FILE IN THE OFFICE RECORDS OF THE CLARK COUNTY, RECORDER, CLARK COUNTY, NEVADA.

APN'S: 176-02-601-004, 005, 010, 011, 014, 015 AND 016

PARCEL 9: (APN:176-02-601-007)

A PORTION OF THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID WEST HALF (W 1/2) LYING SOUTHWEST OF THAT PARCEL OF LAND PREVIOUSLY DEDICATED TO CLARK COUNTY IN THAT CERTAIN DEDICATION DOCUMENT RECORDED IN BOOK 20071012, INSTRUMENT NO.01980, ON FILE IN THE OFFICIAL RECORDS OF THE CLARK COUNTY RECORDER, CLARK COUNTY, NEVADA.

CONTAINING 29.34 ACRES, MORE OR LESS.

TEX J. BROOKS, PLS
NEVADA LICENSE NO. 13747

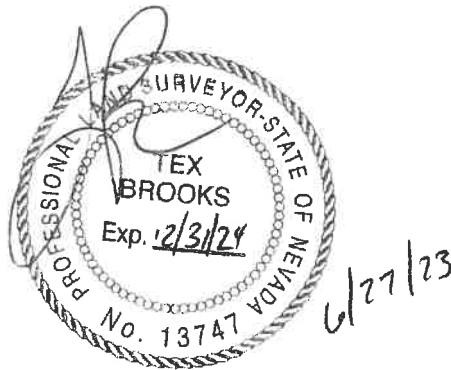


Exhibit “B”
Development Agreement Owner Correspondence

Exhibit "B"

Development Agreement Owner/Applicant Correspondence

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

Address all Correspondence as follows:

Owner

NV LAS DEC, LLC c/o Switch, LTD.

7135 S. Decatur Blvd.

Las Vegas, NV 89119

Applicant/Correspondent

Switch, LTD. c/o Joshua ewing

7135 S. Decatur Blvd.

Las Vegas, NV 89119

Exhibit “C”
Agenda Sheet, Notice of Final Action, and Agenda Map
(see next page for attachments)

DATA CENTER WITH ELECTRIC SUBSTATION
(TITLE 30)

JONES BLVD/MAULE AVE

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

ZC-23-0151-NV LAS DEC, LLC:

ZONE CHANGE to reclassify 1.3 acres from an R-E (Rural Estates Residential) Zone and an R-E (Rural Estates Residential) (AE-60) Zone to an M-D (Designed Manufacturing) Zone and an M-D (Designed Manufacturing) (AE-60) Zone.

USE PERMITS for the following: **1)** eliminate trash enclosure; and **2)** electric substation.

WAIVERS OF DEVELOPMENT STANDARDS for the following: **1)** allow a non-subdued exterior accent color; **2)** allow horizontal rooflines without architectural articulation; **3)** increase wall height; **4)** allow monotonous block walls; **5)** allow ground mounted up-lighting; **6)** allow alternative street landscaping (no trees); **7)** signage; and **8)** allow modified driveway design standards.

DESIGN REVIEWS for the following: **1)** modifications to a previously approved data center that included a communications tower; **2)** electric substation; **3)** signage; and **4)** finished grade on 30.0 acres in the CMA Design Overlay District.

Generally located on the west side of Jones Boulevard and the north side of Maule Avenue within Enterprise (description on file). MN/md/syp (For possible action)

RELATED INFORMATION:

APN:

176-02-601-004 through 176-02-601-007; 176-02-601-010; 176-02-601-011; 176-02-601-014 through 176-02-601-016

WAIVERS OF DEVELOPMENT STANDARDS:

1. Allow a red accent color where the colors of buildings and façade surfaces shall consist of the predominately subdued intensity of tones of the surrounding landscape per Section 30.48.650.
2. Allow a continuous horizontal roofline without architectural articulation where 100 feet is the maximum per Section 30.48.650.
3. Increase perimeter wall height up to 28 feet (including retaining wall portion and a 2 foot to 3 foot high decorative wrought iron picket structure on top of the wall) where a maximum height of 13 feet is permitted (3 feet of retaining wall and 10 feet of screen wall) per Section 30.64.020 (a 115.4% increase).
4. Allow perimeter walls greater than 50 feet in length that are not designed to visually minimize the stark appearance of a monotonous block wall face where required per Section 30.48.660.

5. Allow ground mounted up-lighting where all lighting shall be hooded and project downward per Section 30.56.135.
6.
 - a. Allow alternative street landscaping (no trees) along the CC 215 where landscaping per Figure 30.64-4 is required.
 - b. Allow alternative street landscaping (no trees) along Jones Boulevard where landscaping per Table 30.64-2 and Figure 30.64-17 are required.
7.
 - a. Increase the area of a project identification sign to 162 square feet where 70 square feet is the maximum allowed per Table 30.72-1 (a 131.5% increase).
 - b. Increase the area of a project identification sign to 208 square feet where 70 square feet is the maximum allowed per Table 30.72-1 (a 197.2% increase).
 - c. Allow project identification signs not located on the corner of a project where required per Table 30.72-1.
 - d. Increase the maximum height of project identification signs to 16 feet where 10 feet is the maximum allowed per Table 30.72-1 (a 60% increase).
8.
 - a. Reduce throat depth to 1 foot for a driveway along Roy Horn Way where a minimum depth of 150 feet is required per Uniform Standard Drawing 222.1 (a 99.9% reduction).
 - b. Reduce throat depth to 5 feet for a driveway along Maule Avenue where a minimum depth of 150 feet is required per Uniform Standard Drawing 222.1 (a 96.7% reduction).
 - c. Increase the width of a commercial driveway along Roy Horn Way to 65 feet where a maximum driveway width of 45 feet with a 5 foot median is permitted per Uniform Standard Drawing 222.1 (a 44.4% increase).

DESIGN REVIEWS:

1. Modifications to a previously approved data center that include a communications tower.
2. Electric substation.
3. Signage.
4. Increase finished grade to 96 inches where a maximum of 36 inches is the standard per Section 30.32.040 (a 166.7% increase).

LAND USE PLAN:

ENTERPRISE - BUSINESS EMPLOYMENT

BACKGROUND:

Project Description

General Summary

- Site Address: N/A
- Site Acreage: 30.0
- Project Type: Data center with electrical substation
- Number of Stories: 1
- Building Height (feet): 45.5 (Buildings 17 and 18)/46.5 (shade structure)/13 (pump house)/17.5 (control house)
- Square Feet: 199,236 (Building 17)/228,470 (Building 18)/693 (pump house)/2,316 (control house)

- Parking Required/Provided: 214/281

History and Request

The Board of County Commissioners approved ZC-19-0877 in January 2020 reclassifying a 27.4 acre portion of the project site for a data center with an 80 foot high communications tower. The applicant is now amending the previously approved application which includes the addition of 2 additional parcels, APNs 176-02-601-006 and 176-02-601-007, that will be reclassified to an M-D zoning district for an electric substation. A use permit is requested for the electric substation and to waive the requirement for the trash enclosure. The remaining portion of the request modifies the previously approved site design which includes reorientating the location of the 2 data center warehouses (Buildings 17 and 18) and communications tower. The total area of the data center warehouses will also be reduced with this application. Furthermore, the waivers of development standards requested with this application, with the exception to allow modified driveway design standards, were previously approved with the prior land use request. The requested waivers are necessary to modify the previously approved requests to the changes proposed to the data center site. The modifications to the site will be described within the corresponding Site Plan, Landscaping, Elevations, Floor Plans, and Signage sections below.

Site Plans

The plans depict 2 proposed data center warehouse buildings; Building 17 located on the west portion of the site, and Building 18 located on the southeast portion of the site. Building 17 is oriented in a north/south direction where Building 18 is configured in an east/west direction. Building 17 features the following setbacks: 1) 77 feet from the north property line adjacent to Roy Horn Way; 2) 150 feet from the west property line; 3) 65 feet from the south property line; and 4) 1,490 feet from the east property line adjacent to Jones Boulevard. Building 18 features the following setbacks: 1) 150 feet from the north property line adjacent to Roy Horn Way; 2) 99.5 feet from the east property line along Jones Boulevard; 3) 179 feet from the south property line; and 4) 628 feet from the west property line. Equipment yards are located on the east/west and north/south sides of Buildings 17 and 18, respectively. The proposed development requires 214 parking spaces where 281 parking spaces are provided. The required parking spaces and drive aisles are located along the west, east, and south perimeters of the site. The approved 80 foot high communications tower was previously located within the center of the site and will be relocated to the northwest of Building 18. An electric substation is proposed with this application, and will be located to the north of Building 18. The electric substation is enclosed within an interior equipment yard which includes a shade structure to cover equipment and an unmanned control enclosure. The shade structure and the unmanned control enclosure are set back 25 feet and 43 feet from Roy Horn Way, respectively. A use permit is necessary to eliminate the trash enclosure requirement within the electric substation. A pump house is located at the northwest corner of the site with a setback of 20 feet. Access to the site is granted via a driveway located adjacent to Roy Horn Way and a driveway located along Maule Avenue. A waiver of development standards is required to increase the permissible width of the driveway along Roy Horn Way. A second waiver is requested to reduce the required throat depth for both driveways servicing the development. The maximum increase to finished grade will occur within the central portion of the site.

Landscaping

The plans depict a 15 foot wide landscape area, with a 5 foot wide detached sidewalk, along Roy Horn Way and Maule Avenue. A 15 foot wide landscape area is adjacent to an existing, attached 5 foot wide sidewalk located along Jones Boulevard. The street landscape areas consist of shrubs and groundcover. A waiver was previously approved to permit only shrubs and groundcover along CC 215, Roy Horn Way, Jones Boulevard, and Maule Avenue. The current request is to include additional portions of CC 215 and Jones Boulevard within the request for alternative street landscaping. A request to allow ground mounted up-lighting was previously approved along the north and east portions of the site where this request also includes lighting along the west portion of the site. A waiver was previously approved to increase the perimeter wall height up to 24 feet. The applicant is now requesting to increase perimeter wall height up to a maximum of 28 feet, with a wrought iron picket on top of the wall. A waiver of development standards to allow a continuous, monotonous block wall was also previously approved around the perimeter of the site. However, with the addition of APNs 176-02-601-006 and 176-02-601-007 to the data center, the modification to the previously approved block wall waiver is necessary. A waiver of development standards to eliminate parking lot landscaping was previously approved with ZC-19-0877.

Elevations

The data center warehouse buildings measure up to 45.5 feet in height, where the previously approved buildings measured 49.5 feet to the peak of the roof. The buildings will be constructed with concrete exterior walls, metal wall louvers, metal fascia below the roofline, and a standing seam metal roof. Waivers of development standards are necessary to allow red accent colors and to allow a continuous horizontal roofline without architectural articulation and enhancements. The linear length of the buildings was reduced to 866 feet where a length of 1,400 feet was previously approved. The plans also depict a proposed pump house measuring 13 feet in height with a standing seam metal roof. The pump house will be constructed with gray, concrete wall panels with reveals painted red. The previously approved communication tower will be constructed with metal lattice and measures 80 feet in height. The proposed shade structure covering the equipment associated with the electric substation measures 46.5 feet in height. The shade structure is supported by steel columns, painted in red, and consists of a metal fascia and a standing seam metal roof painted with varying shades of gray. The control house associated with the electric substation measures 17.5 feet to the top of the standing seam metal roof. The control house features an exterior consisting of EIFS painted with varying shades of gray and a red accent.

The perimeter walls surrounding the entire property consist of both gray and split face CMU walls and cast concrete walls. Perimeter walls were previously approved for a height up to 24 feet; however, a waiver of development standards is requested to increase the maximum height up to 28 feet. Both walls will have pilasters evenly spaced and include a 2 foot high metal security picket structure on top. The pilasters will be painted bright red that is typical of the color scheme for this development.

Floor Plans

The plans for Buildings 17 and 18 consist of floor areas measuring 199,236 square feet and 228,470 square feet, respectively. The warehouses predominantly consist of areas for data

storage and power rooms. The combined footprint for Buildings 17 and 18 was reduced by approximately 3,537 square feet from the previous approval. Accessory space will be dedicated to shipping/receiving, staging areas, and office space. The control house measures 2,316 square feet in area and includes battery rooms and a power and control room.

Signage

The plans depict wall signs affixed to the north and south elevations of Building 17. Building 18 includes wall signs positioned on the east and west sides of the structure. The shade structure features wall signs affixed to the metal fascia on the north and west sides of the building. The wall signs are predominantly white with a red accent arrow. Two project identification signs will be located on the exterior perimeter walls where 5 project identification signs were previously approved. A project identification sign is proposed on the wall at the northwest corner of the site, oriented towards CC 215. A waiver of development standards is required to increase the area of the sign up to 162 square feet. A second project identification sign will be located on the wall located at the southeast corner of the site, adjacent to the Jones Boulevard and Maule Avenue intersection. A waiver is required to increase the area of this sign up to 208 square feet. A waiver to increase the sign height up to a maximum of 16 feet is requested, where the same waiver was previously approved for 5 project identification signs. A waiver of development standards is also required to allow the project identification sign at the northwest portion of the site since this located is not a corner of the project. The project identification signs consist of black lettering with a red accent arrow.

Applicant's Justification

The applicant indicates the zone change, use permits, waivers of development standards, and design reviews are typical of other similar projects that have been approved in the area. The applicant states the electric substation is compatible with the adjacent uses in terms of scale, site design, operating characteristics, and hours of operation. The proposed use will be in operation 24 hours a day, 365 days a year and requires no employees at the site. There will be no traffic generation, lighting, noise, odor, dust, or other adverse impacts from the project excepting the temporary construction of the project which are anticipated to be minimal. No public services are required resulting in no adverse impacts on public service levels. Scheduled inspections are required by regulation and performed on a regular basis (typically once a month), maintenance is performed when required to maintain safe and efficient operation. No significant adverse impacts on the natural environment are anticipated. Major grading must occur to meet site drainage requirements and compliance with on-site development standards. The applicant states the access gate along Roy Horn Way will be used only for large trailered equipment deliveries that require a large turning radius for the mandatory "one-way" easterly direction traffic onto the site. The applicant indicates the reduction to the throat depth is justified due to the operational nature of the facility being a data center, the daily occupant load will be far less than the required parking. Gate access will be controlled by a 24 hour manned Security Office within the main building to reduce any delay of site access to prevent a backup on to the public roadway. To allow for the site grading to balance and have the building at a uniform finish floor elevation, up to 8 feet of fill must be placed. This application is necessary to expand the overall data center campus and storage capacity for the company.

Prior Land Use Requests

| Application Number | Request | Action | Date |
|--------------------|---|-----------------|--------------|
| UC-22-0459 | Electric substation, transmission lines, increase the height of utility structures, and eliminate trash enclosure; waivers for off-site improvements, modified driveway design standards; and a design review to increase finished grade | Approved by BCC | January 2023 |
| ZC-19-0877 | Reclassified the site to M-D zoning for a data center with a use permit for a communication tower; waivers for exterior accent color, horizontal rooflines, increase wall height; monotonous block walls; ground mounted lighting; alternative street landscaping, parking lot landscaping, alternative trash enclosures, signage; and a design review to increase finished grade | Approved by BCC | January 2020 |
| VS-19-0878 | Vacated and abandoned easements and right-of-way - expired | Approved by BCC | January 2020 |
| TM-19-500232 | 1 lot commercial subdivision | Approved by BCC | January 2020 |
| TM-0069-08 | Commercial subdivision - expired | Approved by PC | May 2008 |
| VS-0239-08 | Vacated and abandoned portions of Pama Lane, Bronco Street, and Maule Avenue, and patent easements throughout the subject site - expired | Approved by PC | April 2008 |
| TM-0266-05 | Commercial subdivision - expired | Approved by PC | June 2005 |
| DR-0488-04 | Vehicle sales facility - expired | Approved by PC | May 2004 |
| ZC-1730-02 | Reclassified the site from C-2 to M-D zoning - expired | Approved by BCC | January 2003 |
| ZC-0475-99 | Reclassified the site from R-E to C-2 zoning | Approved by BCC | May 1999 |

Surrounding Land Use

| | Planned Land Use Category | Zoning District | Existing Land Use |
|-------|---------------------------|-----------------|--|
| North | Business Employment | C-2 & M-D | CC 215, office/warehouse development, & undeveloped |
| South | Business Employment | R-E, M-D, & M-1 | Vehicle repair facility, vehicle sales facility, & office/warehouse developments |
| East | Business Employment | M-D | Data center |

Surrounding Land Use

| | Planned Land Use Category | Zoning District | Existing Land Use |
|------|----------------------------------|------------------------|--|
| West | Business Employment | C-2 | Vehicle sales facilities with accessory uses |

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

Related Applications

| Application Number | Request |
|---------------------------|---|
| TM-23-500035 | A tentative map for a 1 lot industrial subdivision is a companion item on this agenda. |
| VS-23-0152 | A request to vacate and abandon patent easements and right-of-way is a companion item on this agenda. |

STANDARDS FOR APPROVAL:

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

Analysis

Comprehensive Planning

Zone Change

The primary land uses associated with the Business Employment (BE) land use category are office, distribution centers, warehouse/flex space, technology, and light-industry. The proposed zone change to an M-D district is both consistent and compatible with the land use plan and surrounding land uses within the immediate area; therefore, staff recommends approval.

Use Permits

A use permit is a discretionary land use application that is considered on a case by case basis in consideration of Title 30 and the Master Plan. One of several criteria the applicant must establish is that the use is appropriate at the proposed location and demonstrate the use shall not result in a substantial or undue adverse effect on adjacent properties.

Policy 3.2.2 of the Master Plan supports the expansion of locally produced renewable/alternative energy to serve Southern Nevada by allowing for the construction and expansion of clean power generating and distribution facilities at a variety of scales. The proposed data center is located and surrounded by zoning districts which provide for commercial and industrial uses. The proposed electric generation station should have minimal to no impact on the surrounding land uses. Staff also does not object to eliminating the trash enclosure requirement for the electric substation as multiple trash enclosures will be provided throughout the site. Therefore, staff recommends approval of these requests.

Waivers of Development Standards

According to Title 30, the applicant shall have the burden of proof to establish that the proposed request is appropriate for its existing location by showing that the uses of the area adjacent to the property included in the waiver of development standards request will not be affected in a substantially adverse manner. The intent and purpose of a waiver of development standards is to

modify a development standard where the provision of an alternative standard, or other factors which mitigate the impact of the relaxed standard, may justify an alternative.

Waivers of Development Standards #1 through #7

Staff finds the requested waivers of development standards are consistent with previous requests that were approved for similar data centers in the area. The increased wall heights will effectively screen the interior of the site, obstructing visibility of the extended flat roofline longer than 100 feet in length, and lack of interior landscaping. A combination of colors, materials, and lighting will help soften the monotonous aspects of the perimeter block wall. In addition, although no trees will be provided due to security reasons, additional shrubs, sufficient to cover 60 percent of the ground at maturity, will be planted along the perimeter streetscapes. Lastly, the red accent color is consistent with other data centers built in the area. The project is similar to other approved data center projects in the area, and staff does not anticipate any negative impacts on the surrounding area; therefore, staff can support these requests.

Design Reviews #1 through #3

Policy 5.5.2 of the Master Plan encourages working with State and regional partners on the expansion of infrastructure, broadband access, and other technological enhancements throughout Clark County. The design of the data center and electric substation are consistent with approved and developed data centers within the immediate area. Access will be provided on multiple sides of the development, and the required parking is provided on site. The proposed development will provide a critical service to the community and meets the goals and policies of the Master Plan; therefore, staff recommends approval.

Public Works - Development Review

Waiver of Development Standards #8

Staff can support the increased driveway width for the Roy Horn Way driveway and the reduced throat depth for both driveways. The driveway on Roy Horn Way is for deliveries only and should see minimal use. Additionally, the throat depth reduction is only for 2 parking spaces outside of the gated complex.

Design Review #4

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

Staff Recommendation

Approval.

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

- No Resolution of Intent and staff to prepare an ordinance to adopt the zoning;
- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that the installation and use of cooling systems that consumptively use water will be prohibited; the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; 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; an extension of time must be filed for ZC-19-0877 prior to January 22, 2024 to ensure the applicable use permit and waivers of development standards do not expire; and that the use permits, waivers of development standards, and design reviews must commence within 4 years of approval date or they will expire.

Public Works - Development Review

- Comply with approved drainage study PW21-16085;
- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Section 30.32.040(a)(9) are needed to mitigate drainage through the site;
- Traffic study and compliance;
- Full off-site improvements;
- Right-of-way dedication to include 25 feet to the back of curb for Maule Avenue;
- 30 days to coordinate with Public Works - Design Division and to dedicate any necessary right-of-way and easements for the Beltway Frontage improvement project.
- Applicant is advised that the installation of detached sidewalks will require dedication to back of curb, and the vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control or execute a License and Maintenance Agreement for non-standard improvements in the right-of-way; and that approval of this application will not prevent Public Works from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approvals.

Department of Aviation

- Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Director of Aviation a "Property Owner's Shielding Determination Statement" and request written concurrence from the Department of Aviation;

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

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 #0016-2021 to obtain your POC exhibit; that flow contributions exceeding CCWRD estimates may require another POC analysis; that POC is contingent upon completion of CCWRD (#19105); and to see by others note in POC #0016-2021 for CCWRD (#19105) for plans submittal to CCWRD.

TAB/CAC: Enterprise - approval.

APPROVALS:

PROTESTS:

APPLICANT: STEPHAN ATKIN

CONTACT: STEPHAN ATKIN, SWITCH, 5725 W. BADURA AVE., SUITE 100, LAS VEGAS, NV 89118



Department of Comprehensive Planning

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

Nancy A. Amundsen, Director

NOTICE OF FINAL ACTION

May 30, 2023

STEPHAN ATKIN
SWITCH
5725 W. BADURA AVE., SUITE 100
LAS VEGAS, NV 89118

REFERENCE: ZC-23-0151

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 **May 17, 2023** and was **APPROVED** subject to the conditions listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

CONDITIONS OF APPROVAL -

Comprehensive Planning

- **No Resolution of Intent and staff to prepare an ordinance to adopt the zoning;**
- **Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;**
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BOARD OF COUNTY COMMISSIONERS

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MICHAEL NAFT • MARILYN KIRKPATRICK • TICK SEGERBLOM • ROSS MILLER • WILLIAM MCCURDY II
KEVIN SCHILLER, County Manager



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**(#19105); and to see by others note in POC #0016-2021 for CCWRD (#19105) for plans
submittal to CCWRD.**

BOARD OF COUNTY COMMISSIONERS

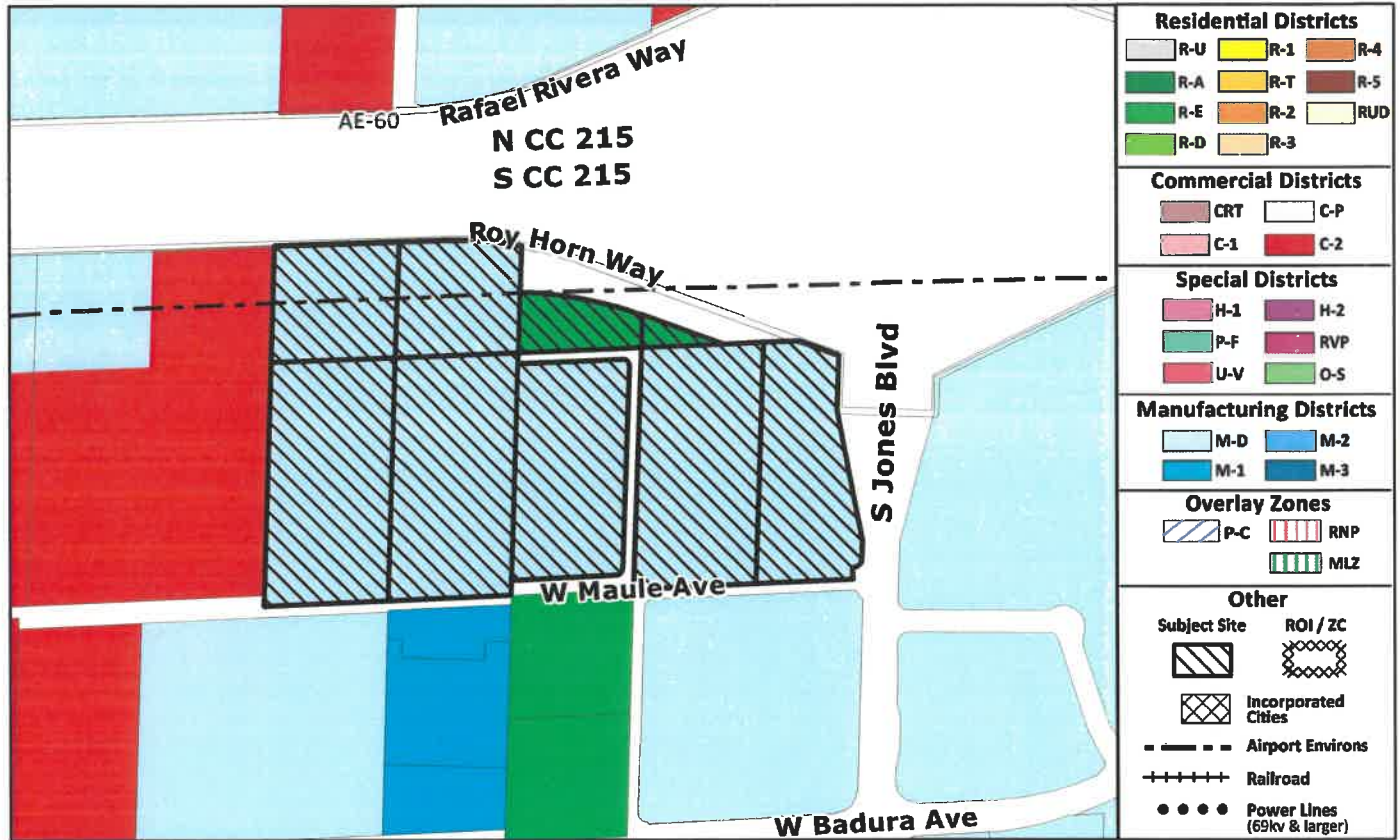
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Commission Agenda Map

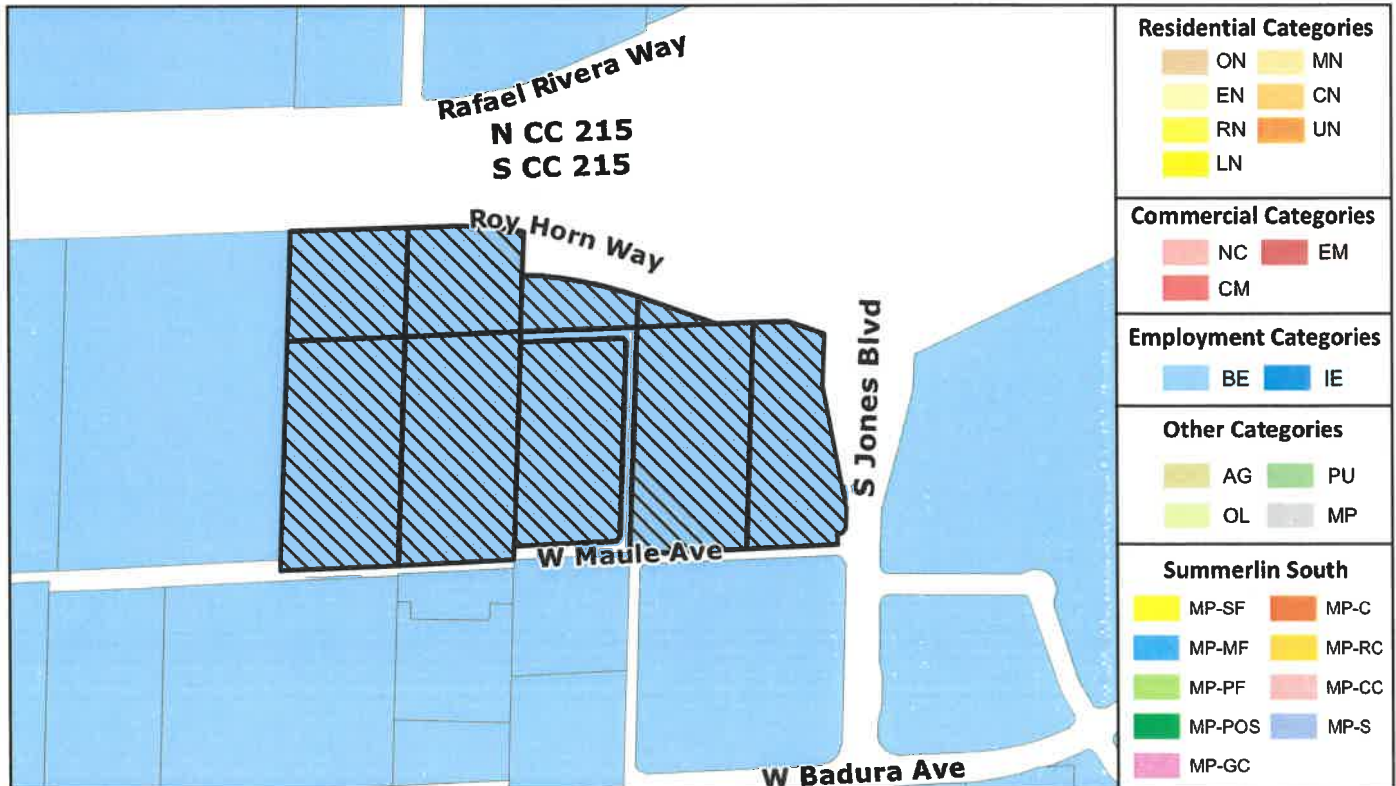
ZC-23-0151

ZONING

Clark County Department of Comprehensive Planning, Clark County, Nevada



PLANNED LAND USE



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

Subject Parcel(s)

17602601007

17602601005

17602601004

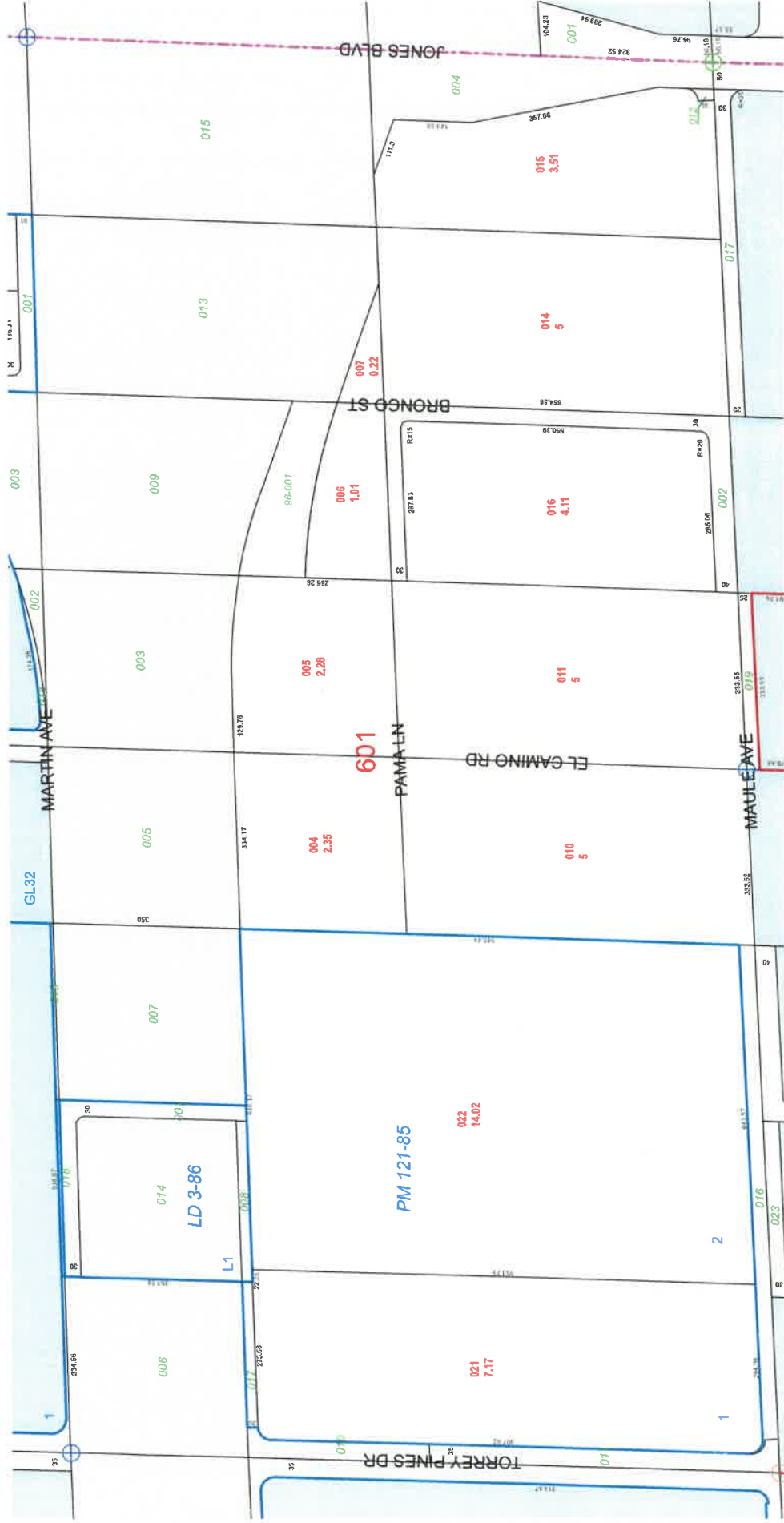
See complete list on file



0 125 250 500 Feet
Map Created on 3/28/2023



| <p>NOTES</p> <p>This map is for assessment use only and does NOT represent a survey.</p> <p>No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.</p> <p>This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.</p> | | <p>MAP LEGEND</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------------------|---|------------------|-----------------|------------------|-----------------|---------|--------|--|--|--|-----|-----|--|--|--|-----|-----|--|--|--|-----|-----|--|--|--|---|--|--------------|------------|-----------------|---|---|------|---|---|------|---|---|------|---|---|------|---|---|------|
| <p>USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11x17 ORIGINAL</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <h2 style="margin: 0;">ASSESSOR'S PARCELS - CLARK COUNTY, NV.</h2> <h3 style="margin: 0;">Briana Johnson - Assessor</h3> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>T22S R60E</p> <p>BOOK</p> | | <p>S 2 NE 4</p> <p>R 6 E</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Parcel Legend</p> <ul style="list-style-type: none"> — PARCEL BOUNDARY — SUB BOUNDARY — PMLD BOUNDARY — ROAD EASEMENT --- MATCH / LEADER LINE --- HISTORIC LOT LINE --- HISTORIC SUB BOUNDARY --- HISTORIC PMLD BOUNDARY --- SECTION LINE | | <p>Legend</p> <ul style="list-style-type: none"> CONDOMINIUM UNIT AIR SPACE PCL RIGHT OF WAY PCL SUB-SURFACE PCL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Parcel Data</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>PARCEL NUMBER</th> <th>CONDOMINIUM UNIT</th> <th>AIR SPACE PCL</th> <th>RIGHT OF WAY PCL</th> <th>SUB-SURFACE PCL</th> </tr> </thead> <tbody> <tr> <td>137-138</td> <td>139-14</td> <td></td> <td></td> <td></td> </tr> <tr> <td>164</td> <td>163</td> <td></td> <td></td> <td></td> </tr> <tr> <td>175</td> <td>176</td> <td></td> <td></td> <td></td> </tr> <tr> <td>193</td> <td>192</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> | | PARCEL NUMBER | CONDOMINIUM UNIT | AIR SPACE PCL | RIGHT OF WAY PCL | SUB-SURFACE PCL | 137-138 | 139-14 | | | | 164 | 163 | | | | 175 | 176 | | | | 193 | 192 | | | | <p>Block Data</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>BLOCK NUMBER</th> <th>LOT NUMBER</th> <th>GOV. LOT NUMBER</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>1</td> <td>200'</td> </tr> <tr> <td>5</td> <td>2</td> <td>200'</td> </tr> <tr> <td>5</td> <td>3</td> <td>200'</td> </tr> <tr> <td>5</td> <td>4</td> <td>200'</td> </tr> <tr> <td>5</td> <td>5</td> <td>200'</td> </tr> </tbody> </table> | | BLOCK NUMBER | LOT NUMBER | GOV. LOT NUMBER | 5 | 1 | 200' | 5 | 2 | 200' | 5 | 3 | 200' | 5 | 4 | 200' | 5 | 5 | 200' |
| PARCEL NUMBER | CONDOMINIUM UNIT | AIR SPACE PCL | RIGHT OF WAY PCL | SUB-SURFACE PCL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 137-138 | 139-14 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 164 | 163 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 175 | 176 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 193 | 192 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 5 | 2 | 200' | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 3 | 200' | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 4 | 200' | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 5 | 200' | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Scale: 1" = 200'</p> | | <p>Rev: 2/7/2019</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



TAX DIST 635