

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

---

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

---

**Recommendation:** ORD-25-900577: Conduct a public hearing on an ordinance to consider adoption of a Development Agreement with PSI OQUENDO LLC for a mini-warehouse on 4.20 acres, generally located west of Fort Apache Road and north of Oquendo Road within Spring Valley. JJ/tpd (For possible action)

---

**FISCAL IMPACT:**

None by this action.

**BACKGROUND:**

The Board of County Commissioners (Board) approved a land use application UC-24-0714 for a mini-warehouse on 4.20 acres, generally located west of Fort Apache Road and north of Oquendo Road 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.

**Cleared For Agenda**  
01/07/26

BILL NO. 12-17-25-1

SUMMARY - An ordinance to adopt the Development Agreement with PSI OQUENDO LLC for a mini-warehouse on 4.20 acres, generally located west of Fort Apache Road and of Oquendo Road within Spring Valley.

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

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH PSI OQUENDO LLC for a mini-warehouse on 4.20 acres, generally located west of Fort Apache Road and north of Oquendo Road 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 PSI OQUENDO LLC for a Mini-Warehouse on 4.20 acres, generally located on the west side of Fort Apache Road and the north side of Oquendo Road 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 \_\_\_\_\_, 2026

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

PASSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2026

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 \_\_\_\_\_ 2026.

APN(s): **163-31-501-019**  
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**

**PSI OQUENDO LLC**

**FOR**

**FORT APACHE & OQUENDO**

**ORD-25-900577**

## 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 **PSI OQUENDO 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 UC-24-0714, 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 an ordinance adopted per 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 the Development Agreement being considered.
- (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.

<b>CHART 4.01-A PUBLIC FACILITIES CHART</b>			
<b>Type Of Development</b>	<b>Infrastructure Category</b>		<b>Total Per Unit</b>
	<b>Parks</b>	<b>Public Safety</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>

- 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 of 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 (and 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.

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, 1<sup>st</sup> 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, 5<sup>th</sup> Floor  
P.O. Box 552215  
Las Vegas, Nevada 89155-2215

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

- 7.09 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
- 7.10 Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the County or Owner, as the case may be.
- 7.11 Recording Amendments. Promptly after the Effective Date, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of County and Owner in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon the completion of performance of this Agreement or its earlier revocation or termination, a statement evidencing said completion or revocation signed by appropriate officers of County and Owner shall be recorded in the Official Records of Clark County, Nevada.
- 7.12 Release. Each 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 to be effective on the date described in Section 1.01(k).

**COUNTY:**

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

Attest:

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

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

OWNER:

Jason Matalon  
PRINT OWNER NAME

ENTITY NAME:

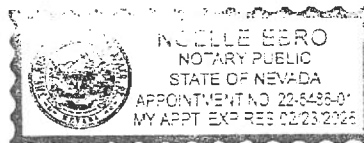
PSI Ogavendo, LLC  
PRINT ENTITY NAME

By:

[Signature]  
Owner Signature

**ACKNOWLEDGMENT:**

STATE OF NEVADA            )  
  )ss:  
COUNTY OF CLARK         )



Appt No. 22-5486-01  
exp. 02/23/2026

This instrument was acknowledged before me on the 30<sup>th</sup> day of September, 2025

by Jason Matalon  
(Printed Name of Document Signer)

NOTARY PUBLIC

Noelle Ebro  
Signature                      Noelle Ebro

**Exhibit "A"**  
**Legal Description**

**(see next page for attachment)**

## **LEGAL DESCRIPTION**

THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.B. & M.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO COUNTY OF CLARK BY DOCUMENT RECORDED MAY 29, 2020 AS INSTRUMENT NO. 20200529-0003628, OF OFFICIAL RECORDS.



**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:**

<b>Owner</b>	PSI Oquendo, LLC
	7225 S. Belcastro St Suite 100
	Las Vegas, NV 89113
<b>Applicant/Correspondent</b>	Parting Seas Investments, LLC
	Noelle@partingseas.com
	702-990-5358

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

02/05/25 BCC AGENDA SHEET

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

**UC-24-0714-PSI OQUENDO, LLC:**

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

**WAIVERS OF DEVELOPMENT STANDARDS** for the following: **1)** eliminate buffering and screening; **2)** waive residential adjacency standards; and **3)** alternative driveway geometrics.

**DESIGN REVIEW** for a mini-warehouse facility on 4.47 acres in a CG (Commercial General) Zone.

Generally located on the west side of Fort Apache Road and the north side of Oquendo Road within Spring Valley. JJ/rr/kh (For possible action)

---

RELATED INFORMATION:

**APN:**

163-31-501-019

**WAIVERS OF DEVELOPMENT STANDARDS:**

1. Eliminate an 8 foot high decorative screen wall along the west property boundary where required per Section 30.04.02C.
2. Allow the largest structure in a multi-building development not within the core of the site where required per Section 30.04.06G.
3.
  - a. Reduce the departure distance for a driveway on Oquendo Road to 136 feet where 190 feet is required per Uniform Standard Drawing 222.1 (a 28.4% reduction).
  - b. Increase the width of a driveway on Fort Apache Road to 59 feet where 48 feet the maximum allowed per Uniform Standard Drawing 222.1 (a 24% increase).

**LAND USE PLAN:**

SPRING VALLEY - COMPACT NEIGHBORHOOD (UP TO 18 DU/AC)

**BACKGROUND:**

**Project Description**

General Summary

- Site Address: N/A
- Site Acreage: 4.47
- Project Type: Mini-warehouse facility
- Number of Stories: 2
- Building Height (feet): 38
- Square Feet: 108,841
- Parking Required/Provided: 10/11
- Sustainability Required/Provided: 7/7.5



### Site Plan

The plan depicts 3 proposed mini-warehouse buildings totaling 108,841 square feet on 4.47 acres at the northwest corner of Fort Apache Road and Oquendo Road. Building 1 is L-shaped, located on the southeast side of the property, and is set back 15 feet from the front (east) property line along Fort Apache Road, and 15 feet from the side street (south) property line along Oquendo Road. Building 3 is J-shaped and extends around the west, north, and east sides of the property. Building 3 is set back 15 feet from the rear (west), side interior (north), and front (east) property lines. Building 2 is in the center of the property.

The site will be accessed by a two-way main driveway with a median along Fort Apache Road and an exit-only driveway on Oquendo Road. Access will be controlled by 2 vehicular gates, which are more than 50 feet from the street, located to the north and south of the main driveway. An egress-only vehicular gate is proposed for the exit driveway. Parking spaces, including 1 accessible space is provided on the east side of Building 2. Additional parking and loading spaces are provided on the west side of Building 2 and the south side of Building 3. A drive aisle which ranges from 32 feet to 42 feet wide provides access to all mini-warehouse units in each building and to the parking spaces. Each unit has roll-up overhead doors. Two trash enclosures with 2 trash and 1 recycling container are located on the north side of Building 2 and the northwest corner of Building 1. Two walkways into the site are provided which connect to the public sidewalk along Fort Apache Road. An electric bicycle charging station is proposed next to the walkway on the north side of the main driveway. The north and west sides of the property have existing 6 foot high screen walls along the property line.

### Landscaping

The plan shows street landscaping, parking area landscaping, and a landscape buffer along the west side of the property. Along Fort Apache Road and Oquendo Road the landscaping consists of a 5 foot wide detached sidewalk with two, 5 foot wide landscape strips on each side. The street landscaping consists of 23 large Indian Rosewood trees set approximately 30 feet on center along with 6 medium Palo Verde trees with 3 shrubs per tree, which meets the minimum requirements. Within the parking lot there are 12 medium trees provided in the landscape islands and at the ends of the parking rows per the minimum requirements. A 15 foot wide landscape buffer is provided along the west side of the property where it abuts a developed single-family detached subdivision zoned RM18. The buffer includes 2 alternating rows of large Eucalyptus trees planted 20 feet on center. There is an existing 6 foot wall along the west property line. The applicant is requesting a waiver to the 8 foot required wall. Additional medium trees are provided along the north side of the property.

### Elevations

The plans depict Buildings 1 and 3 on the perimeter of the site are 31 feet in height with a flat roof and parapets. Building 2 in the center of the site is proposed to have a maximum height of 38 feet. The facades of Buildings 1 and 3 facing Oquendo Road and Fort Apache Road, as well as the interior-facing sides, will have exterior materials consisting of painted concrete panels with 3 colors, painted stucco/EIFS, metal mesh, and shade structures over windows with low-e glazing. Building 2 is located in the interior of the site with materials consisting of a painted metal panel system, metal mesh, shade structures, as well as a metal sloped roof with skylights. All interior-facing sides of the buildings will have painted roll-up doors accessing the storage

units. The 2 trash enclosures in the interior of the site will have metal roofs with double gates surrounded by painted formed concrete walls that are 6.5 feet in height.

#### Floor Plans

Building 1 is 22,447 square feet and is proposed to consist of 12 mini-warehouse units each with a first floor and an optional mezzanine level. The first floor unit sizes range from 1,137 square feet to 2,384 square feet. The mezzanine levels, which are accessible by way of an interior staircase, range from 450 square feet to 914 square feet. The total unit sizes range from 1,587 square feet to 3,298 square feet. Building 2 is 21,773 square feet and is proposed to consist of 13 mini-warehouse units each. Twelve units have a 940 square foot first floor level and a 470 square foot mezzanine level connected by an interior staircase. One unit has a first floor that is 637 square feet with no mezzanine. In the center of the building there is a sales/leasing office with a 1,913 square foot first floor and a 641 square foot mezzanine. Building 3 is 64,621 square feet and is proposed to consist of 33 mini-warehouse units each with a first floor and an optional mezzanine level. The first floor unit sizes range from 1,184 square feet to 2,384 square feet. The mezzanine levels, which are accessible by way of an interior staircase, range from 462 square feet to 914 square feet. The total unit sizes range from 1,646 square feet to 3,298 square feet. All units have a roll-up overhead door, an exterior access door, and an optional restroom. Each building also has a back of house area and a utility/electric room that serve each building.

#### Applicant's Justification

The applicant states the use permit for the mini-warehouse development is justified because the property is located along Fort Apache Road, a major 100 foot wide right-of-way designed to accommodate commercial traffic. The site is located immediately to the north of existing commercial uses. The applicant also states the proposed use is an ideal transitional use to the residential developments to the west and south as a mini-warehouse is 1 of the least intensive commercial uses. The purpose of not providing the required 8 foot high screen wall on the west side of the property is to avoid redundant walls.

#### Prior Land Use Requests

Application Number	Request	Action	Date
ZC-1464-02 (ET-0127-11)	Third extension of time for a shopping center and adopting C-1 and C-2 zoning	Approved by BCC	February 2012
ZC-1464-02 (ET-0339-08)	Second extension of time for C-1 and C-2 zoning for a shopping center	Approved by BCC	January 2009
ZC-1464-02 (ET-0289-05)	First extension of time for C-1 and C-2 zoning for a shopping center	Approved by BCC	January 2006
ZC-1464-02	Reclassified the site from R-E to C-1 and C-2 zoning for a shopping center	Approved by BCC	January 2003

#### Surrounding Land Use

	Planned Land Use Category	Zoning District (Overlay)	Existing Land Use
North	Corridor Mixed-Use	CG	Commercial complex

### Surrounding Land Use

	Planned Land Use Category	Zoning District (Overlay)	Existing Land Use
South	Mid-Intensity Suburban Neighborhood (up to 8 du/ac)	RS3.3	Single-family residential
East	Corridor Mixed-Use	RS3.3	Single-family residential
West	Compact Neighborhood (up to 18 du/ac)	RM18	Single-family residential

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

### Related Applications

Application Number	Request
VS-24-0713	A vacation and abandonment of patent easements and right-of-way is a companion item on this agenda.
TM-24-500154	A tentative map for a 1 lot commercial subdivision 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

##### Use Permit

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

When evaluating the appropriateness of a mini-warehouse facility, the proximity of uses of a similar intensity and nearby residential developments is important. Staff finds that the areas to the west, south, and east are comprised of single-family developments ranging from Mid-Intensity Suburban Neighborhood to Compact Neighborhood densities. There is also an adjoining commercial development to the north which is a mix of retail and office buildings. The mini-warehouse development could serve as a transition between the residential areas and the more intensive commercial areas to the north. In addition, staff finds that a mini-warehouse facility tends to generate very little in terms of traffic and customers as compared to other service and retail business which potentially could occur on the CG zoned site. The use permit also will comply with Policy 1.4.4, which encourages the development of viable uses as in-fill developments. For these reasons, staff can support this request.

### Waivers of Development Standards

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

#### Waiver of Development Standards #1

The buffering standards require an 8 foot tall decorative wall along the west property boundary, which the applicant requested to be waived so as to not require a redundant wall. There is an existing 6 foot tall screen wall along this property boundary. A second CMU wall is located on the west side of an existing drainage easement that extends south from the lots on Green Vineyard Avenue to Oquendo Road. The cross sections indicate the proposed grade where the building will be located will be approximately 2 feet lower than the drainage channel on the west side of the wall. The existing wall will be effectively 8 feet in height when accounting for the difference in grade. In addition, the residences to the west of the drainage channel are over 6 feet higher than the proposed grade where the buildings will be located. Based on these facts, staff can support this request.

#### Waiver of Development Standards #2

The residential adjacency standards require the largest structure in multi-building developments be in the core of the site. In this case, the largest structure on the site is Building 3 which extends along the west side of the property closest to the abutting residential neighborhood. According to the applicant, this design was done to maximize the site and provide appropriate on-site circulation. Building 2 which is in the core of the site, is the tallest structure at 38 feet compared to 31 feet for Building 3; however, it is not the largest structure. Building 3 will also be at a lower grade compared to the adjacent residential neighborhood to the west, reducing its impact. Based on these facts, staff can support this request.

### Design Review

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.

Overall, staff finds the proposed design of the mini-warehouse facility is similar to other such facilities in the Las Vegas Valley as well as in the immediate area. The buildings have architectural features and articulations on all 4 sides which are in accordance with the design standards. All roll-up doors face the interior of the site and are not oriented towards the streets or residential areas. Parking, landscaping, and setback requirements are all in compliance with the Code. Additional landscaping is also provided along the north side of the property. Therefore, staff can support this request.

**Public Works - Development Review****Waiver of Development Standards #3a**

Staff has no objection to the reduction in the departure distance for the Oquendo Road commercial driveway. Oquendo Road ends at Grand Canyon Drive which should see a low volume of traffic and the median island on Fort Apache Road prevents left-turn movements so vehicles will have to travel to Grand Canyon Drive to go north.

**Waiver of Development Standards #3b**

Staff has no objection to the increase in driveway width along Fort Apache Road. The extra space provides better site circulation and increases the visibility for vehicles entering and exiting the site.

**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**

- 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 4 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; 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;
- Full off-site improvements;
- Right-of-way dedication to include 25 feet to the back of curb for Oquendo Road;
- Coordinate with Public Works - Development Review Division for utility point of connections;
- The installation of detached sidewalks will require dedication to back of curb and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control devices.



**Fire Prevention Bureau**

- Provide a Fire Apparatus Access Road in accordance with Section 503 of the International Fire Code and Clark County Code Title 13, 13.04.090 Fire Service Features.

**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 #0412-2024 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

**TAB/CAC:** Spring Valley - approval.

**APPROVALS:**

**PROTESTS:**

**APPLICANT:** PARTING SEAS INVESTMENTS, LLC

**CONTACT:** KAEMPFER CROWELL, 1980 FESTIVAL PLAZA DRIVE #650, LAS VEGAS, NV 89135



# Department of Comprehensive Planning

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

Sami Real, Director

## NOTICE OF FINAL ACTION

February 18, 2025

KAEMPFER CROWELL  
1980 FESTIVAL PLAZA DRIVE #650  
LAS VEGAS, NV 89135

REFERENCE: UC-24-0714

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

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of **February 05, 2025**. 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**

- 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 4 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; 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;
- Full off-site improvements;
- Right-of-way dedication to include 25 feet to the back of curb for Oquendo Road;

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

TICK SEGERBLOM, Chair • WILLIAM MCCURDY II, Vice Chair  
MICHAEL NAFT • MARILYN KIRKPATRICK • JUSTIN C. JONES • APRIL BECKER • 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

- **Coordinate with Public Works - Development Review Division for utility point of connections;**
- **The installation of detached sidewalks will require dedication to back of curb and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control devices.**

#### **Fire Prevention Bureau**

- **Provide a Fire Apparatus Access Road in accordance with Section 503 of the International Fire Code and Clark County Code Title 13, 13.04.090 Fire Service Features.**

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

- **Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email [sewerlocation@cleanwaterteam.com](mailto:sewerlocation@cleanwaterteam.com) and reference POC Tracking #0412-2024 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.**

If you have any questions regarding your Notice of Final Action, please call the Department of Comprehensive Planning at (702) 455-4314 (option 2, option 1).

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

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

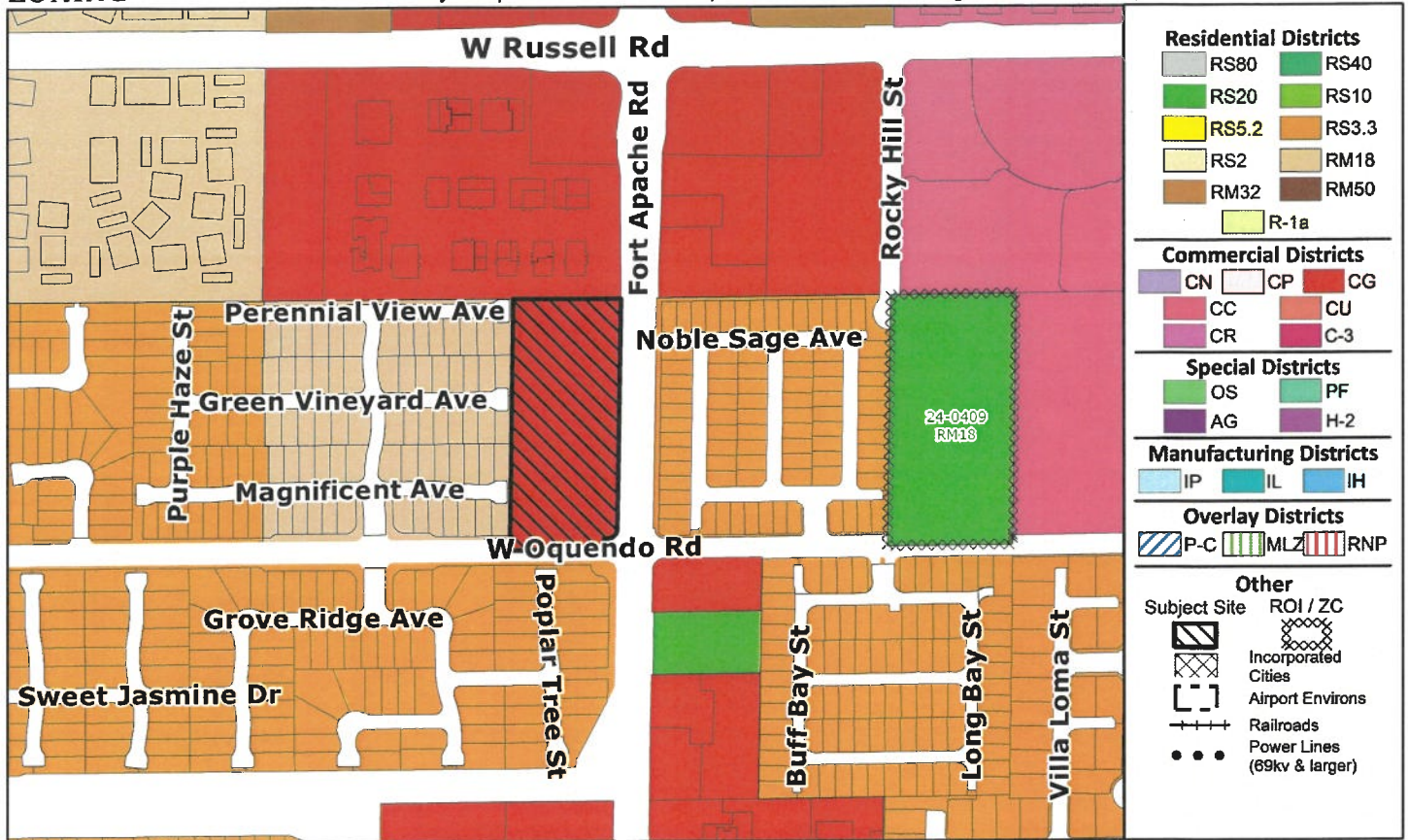


# Commission Agenda Map

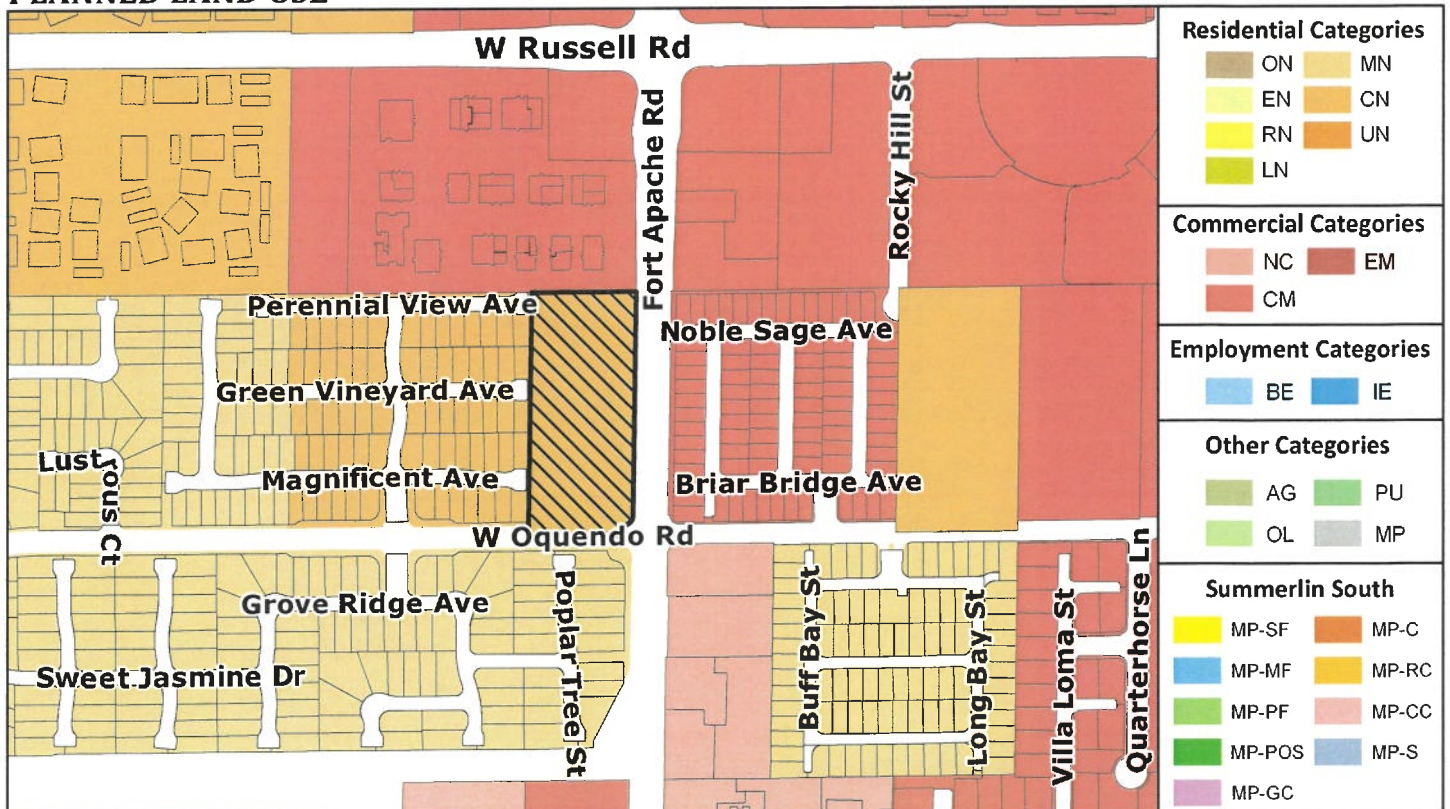
UC-24-0714

## 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)  
16331501019

