

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

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

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**Recommendation:** ORD-21-900693: Introduce an ordinance to consider adoption of a Development Agreement with KB Home Las Vegas, Inc for a residential subdivision (Rainbow and Pebble) on 45.3 acres, generally located south of Pebble Road and west of Rainbow Boulevard within Enterprise. JJ/tk (For possible action)

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**FISCAL IMPACT:**

None by this action.

**BACKGROUND:**

The Board of County Commissioners (Board) approved a land use application NZC-21-0137 for a residential subdivision (Rainbow and Pebble) on 45.3 acres, generally located south of Pebble Road and west of Rainbow Boulevard within Enterprise. Conditions of approval included the developer and/or owner entering into a Development Agreement prior to any permits being issued in order to provide their fair-share contribution towards public infrastructure necessary to provide service in the southwest portion of the Las Vegas Valley.

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

Staff recommends the Board set a public hearing for December 22, 2021.

BILL NO. \_\_\_\_\_

SUMMARY - An ordinance to adopt the Development Agreement with KB Home Las Vegas, Inc for a residential subdivision (Rainbow and Pebble) on 45.3 acres, generally located south of Pebble Road and west of Rainbow Boulevard within Enterprise.

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

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH KB HOME LAS VEGAS, INC FOR A RESIDENTIAL SUBDIVISION (RAINBOW AND PEBBLE) ON 45.3 ACRES, GENERALLY LOCATED SOUTH OF PEBBLE ROAD AND WEST OF RAINBOW BOULEVARD WITHIN ENTERPRISE, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

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

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.20 of the Clark County Code, the Development Agreement with KB Home Las Vegas, Inc for a residential subdivision (Rainbow and Pebble) on 45.3 acres, generally located south of Pebble Road and west of Rainbow 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 \_\_\_\_\_, 2021

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

PASSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2021

VOTE:

AYES: \_\_\_\_\_

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

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ABSTAINING:

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ABSENT:

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\_\_\_\_\_  
\_\_\_\_\_  
BOARD OF COUNTY COMMISSIONERS  
CLARK COUNTY, NEVADA

By: \_\_\_\_\_  
MARILYN K. KIRKPATRICK, Chair

ATTEST:

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

This ordinance shall be in force and effect from and after the \_\_\_\_\_ day  
of \_\_\_\_\_ 2021.

APN(s): **176-22-501-025, 004, 005, 009, 010, 011**

Please Return to: Joel McCulloch

Comprehensive Planning Department

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

500 Grand Central Parkway

Las Vegas, Nevada 89155

**DEVELOPMENT AGREEMENT**

**BETWEEN**

**THE COUNTY OF CLARK**

**AND**

**KB HOME LAS VEGAS, INC**

**FOR**

**RAINBOW - PEBBLE**

**ORD-21-900693**

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

## SECTION 1 – DEFINITIONS

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

- (a) "Agreement" has the meaning assigned to it in the first paragraph hereof. Agreement at any given time includes all addenda and exhibits incorporated by reference and all amendments, which have become effective as of such time.
- (b) "Applicable Rules" means and refers to the following:
  - (i) The specific code, ordinances, rules, regulations and official policies of the County as adopted and in force at the time of permit issuance or map recordation and as amended from time to time, regarding planning, zoning, subdivisions, timing and phasing of development, permitted uses of the Subject Property, density, design, and improvement standards and specifications applicable to the Planned Community, including the Public Facilities Needs Assessment Report, and the fees incorporated herein, except that:
    - (1) The fees required in the County Code specifically for the Major Projects shall *not* apply to the Planned Community, unless and until the parties agree that the development of the Planned Community will be processed as a Major Project;
  - and
  - (2) The zoning established by the Concurrent Approvals will not be amended or modified during the term of this Agreement without Owner's prior written approval.
- (c) "Best Efforts" means, in the case of any contingent obligation of County or Owner, that the party so obligated will make a good faith effort to accomplish the stated goal, task, project or promised performance, provided such term does not imply a legal obligation to take any specific action if:
  - (i) In the case of a County obligation, such action would, in the reasoned opinion of the County Commission, be imprudent given competing public needs and projects; or
  - (ii) In the case of an Owner obligation, such action would, in the reasoned opinion of the Owner, be commercially unreasonable.

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

- (d) "Builder" means any person or entity, which constructs final improvements (other than off-site improvements or infrastructure) with respect to a subdivision or parcel of the Subject Property.
- (e) "CCRFCD" means the Clark County Regional Flood Control District.
- (f) "Code" means the Clark County Code, including all rules, regulations, standards, criteria, manuals and other references adopted herein.
- (g) "Concurrent Approvals" means the zoning, land use or map approvals and authorizations, relating to the subject property, together with the applicable conditions, as granted by the County Commission, including without limitation those approvals and conditions of approval per **NZC-21-0137**, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.
- (h) "County" means the County of Clark, State of Nevada together with its successors and assigns.
- (i) "County Commission" means the Board of County Commissioners or Planning Commission of the County of Clark, State of Nevada.
- (j) "County Master Plan" means the comprehensive plan adopted by the County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use, development guides and elements, including the land use and development guide and the general plan map for unincorporated portions of the Las Vegas Valley adopted by the County Commission on January 24, 1974, except as amended by the adoption of more recent plans in effect as of the Effective Date.
- (k) "Development Agreement Ordinance" means Chapter 30.20 of the Clark County Unified Development Code (Title 30) along with any other Chapters of the Clark County Code that are relevant to this agreement.
- (l) "Effective Date" means the date, on or after the adoption by the County Commission, of an ordinance approving execution of this Agreement whereas the Agreement has been executed and signed by both parties, that this Agreement is recorded in the Office of the County Recorder of Clark County, Nevada.
- (m) "NDOT" means Nevada Department of Transportation.
- (n) "NRS" means Nevada Revised Statutes.
- (o) "PFNA" means the Southwest Las Vegas Valley Public Facilities Needs Assessment Report, dated December 1, 2000, incorporated herein by this reference and approved by the County Commission on January 2, 2001.
- (p) "Planned Community" means the Subject Property and the proposed development of the Subject Property described in this Agreement.
- (q) "Street Improvements" means public or private facilities that may include but are not limited to fire hydrants, sidewalks, curbs, gutters, pavement, gravel, aggregate base, streetlights, street name signs, traffic signals and signs, pavement markings, other applicable traffic control

devices, survey monuments, flood control and drainage facilities which are permitted within public rights-of-way as required by the County.

(r) "Subject Property" means that certain real property, which Owner owns or has the right to acquire, located in the County and more particularly described on Exhibit "A".

(s) "Term" means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.

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

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

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

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

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

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

(e) Owner Intent. In accordance with the legislative intent evidenced by NRS §278.0201 through §278.0207, inclusive, authorizing Development Agreements and the intent of the County in adopting an ordinance allowing Development Agreements, Owner wishes to obtain reasonable assurances that Owner may develop the Planned Community in accordance with the conditions established in this Agreement. Owner acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time. In order to develop the subject property, Owner is willing to enter into this Development Agreement in order to pay Owner's fair share of the costs to provide certain public services, facilities, and infrastructure in

the area of this Planned Community. Owner further acknowledges that this Agreement was made a part of the County Record at the time of its approval by the County Commission and that the Owner agrees without protest to the requirements, limitations, or conditions imposed by this Agreement and the Concurrent Approvals.

(f) Acknowledgment of Uncertainties. The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Planned Community be developed in the manner contemplated by this Agreement. Among such circumstances is the unavailability of water or other limited natural resources, federal regulation of air and water quality, and similar conditions. Owner recognizes that water shortages could affect the County's ability to perform its obligations hereunder. Owner further acknowledges and agrees this Agreement does not relieve the Owner from compliance with existing, changed, modified or amended rules regulations, laws, ordinances, resolutions, fees codes, etc., of other governmental agencies. Such rules, regulations, laws, ordinances, resolutions, fees, codes, etc. of governmental entities must be complied with by the Owner and are not locked in nor a part of this Agreement. It is not the intent of the parties nor shall this Section be construed as excusing the County of any obligation hereunder or depriving Owner of any right under this Agreement, which can be performed.

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

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

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

### **SECTION 3 – DEVELOPMENT OF THE PLANNED COMMUNITY**

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

3.02 Reliance on Concurrent Approvals and Applicable Rules. County hereby agrees that Owner will be permitted to carry out and complete the entire Planned Community in accordance with the uses and densities set forth in the Concurrent Approvals subject to the terms and conditions of this Agreement and the Applicable Rules. Pursuant to the terms of this Agreement and subject to Owner's infrastructure obligations described in this Agreement, the development of the Planned Community may proceed as if all of it were in an area designated "Community District 2" notwithstanding that portions of the Planned Community which otherwise have the characteristics of "Community District 3".



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

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

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

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

## **SECTION 4 – PUBLIC FACILITIES**

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

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

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

4.02 Parks. In addition to the fees for parks in Chart 4.01-A above, Owner agrees that this development is subject to the Residential Construction Tax, as set forth and defined in Nevada Revised Statutes.

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

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

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

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

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

## **SECTION 5 – REVIEW AND DEFAULT**

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

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

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

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

(a) County Procedures

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

- (1) Immediately direct County staff to recommend that all future zoning, land use, and mapping applications within the Planned Community be conditioned so that the building permits to be issued as a result of those approvals shall not be issued until the default is corrected, or;
- (2) Issue a letter providing notice of County's intent to set the matter for hearing before the County Commission. The letter shall notify Owner of the action taken. In the event the County selects this option, County shall give Owner at least seven (7) business days notice to correct the default before the matter is scheduled for a hearing. The letter notifying Owner of the hearing shall contain the intended hearing date. The seven (7) business days will be measured from the date of the certified mailing of the notice.

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

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

(b) Owner Procedures

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

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

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

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

5.04 Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged default, the party alleging the default shall give notice of intent to amend or terminate this Agreement pursuant to NRS §278.0205 (the "Notice of Intent"), with notices sent in the manner provided by Section 7.08 of this agreement. Following any such Notice of Intent, the matter shall be scheduled and noticed as required by law for consideration and review by the County Commission.

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

5.06 Institution of Legal Action. The County and Owner agree that the County would not have entered into this agreement if it were liable for damages under or with respect to this Agreement. Accordingly, the County and the Owner may pursue any remedy at law or equity available for breach, except that neither the Owner nor the County shall be liable to the other or to any other person or entity for any monetary damages whatsoever. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Section 5.03. Following such notice, a public hearing must be held by the County Commission where the allegations will be considered and a decision

regarding their merits will be reached. Any judicial review of the County Commission's decision or any legal action taken pursuant to this Agreement will be heard by a Court under the standard review appropriate to Court review of zoning actions, and the decision of the County Commission shall be overturned or overruled if their decision is clearly arbitrary and capricious. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing. If a party desires to present new or additional evidence to the Court, they may petition the Court to remand the matter to the County Commission to consider the additional or new evidence. Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Eighth Judicial District Court, State of Nevada.

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

## **SECTION 6 – CONFLICTING LAWS**

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

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

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

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

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

## **SECTION 7 – GENERAL PROVISIONS**

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

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

7.03 Assignment.

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

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

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

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

7.04 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS §278.0205 and Section 5 of this Agreement, this Agreement may be amended from time to time or canceled only upon the mutual written agreement of the parties hereto.

7.05 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, Owner shall hold County, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Owner or those of its contractors, subcontractors, agents, employees, or other persons acting on Owner's behalf which relate to the development of the Planned Community. Owner agrees to and shall defend County and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Owner's activities in connection with the development of the Planned Community. Owner agrees to indemnify, hold harmless, and provide and pay all costs for a defense for County in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is solely caused by the intentional or negligent act of County, its officers, agents, employees, or representatives.

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

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

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

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

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

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

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

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

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

7.12 Release. Each residential lot within the Subject Property shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence thereon.

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

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

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

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

*[signatures appear on following page]*



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

**COUNTY:**

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

Attest:

By: \_\_\_\_\_  
Marilyn K. Kirkpatrick, Chair

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

**ACKNOWLEDGMENT:**

STATE OF NEVADA        )  
                                      )ss:  
COUNTY OF CLARK        )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

By \_\_\_\_\_, Chair of the Board of County Commissioners, County of  
Clark, State of Nevada

NOTARY PUBLIC

\_\_\_\_\_  
Signature

My Commission expires: \_\_\_\_\_

OWNER:

Brian Kunes

PRINT OWNER NAME

By: [Signature]

Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA )

)ss:

COUNTY OF CLARK )

This instrument was acknowledged before me on the 2nd day of November, 2021,

by Brian Kunes

(Printed Name of Document Signer)



NOTARY PUBLIC

[Signature]  
Signature

My Commission expires: 2-18-2025

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

**(see next page for attachment)**

JOB #420037-A-001  
DWG: BOUNDARY LEGAL

**LEGAL DESCRIPTION FOR  
RAINBOW AND RAVEN**

BEING THE FOLLOWING SIX (6) PORTIONS OF THE NORTH HALF (N 1/2) OF THE  
NORTHEAST QUARTER (NE 1/4) OF SECTION 22, TOWNSHIP 22 SOUTH, RANGE 60 EAST,  
M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

**(APN: 176-22-501-004)**

THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE  
NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION  
22;

EXCEPTING THEREFROM THE NORTHERLY FIFTY (50) FEET AS CONVEYED TO CLARK  
COUNTY FOR ROAD PURPOSES BY DEED RECORDED MAY 8, 1968 IN BOOK 871 AS  
DOCUMENT NO. 699835 OF OFFICIAL RECORDS;

**(APN: 176-22-501-011);**

THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE  
NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION  
22;

**(APN: 176-22-501-010)**

THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE  
NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION  
22;

**(APN: 176-22-501-009)**

THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE  
NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION  
22;

**(APN: 176-22-501-025)**

THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE  
NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4); AND THE NORTH  
HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW  
1/4) OF THE NORTHEAST QUARTER (NE 1/4); AND THE SOUTHEAST QUARTER (SE 1/4) OF  
THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE  
NORTHEAST QUARTER (NE 1/4); AND THE SOUTH HALF (S 1/2) OF THE NORTHWEST

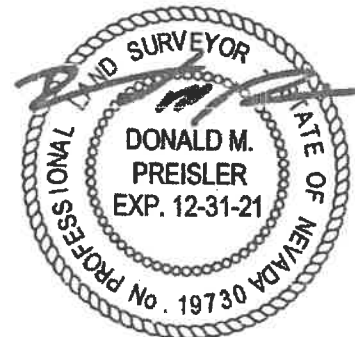
QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE ¼); AND THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4); AND THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 22;

**(APN: 176-22-501-005)**

THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 22;

CONTAINS 44.95 ACRES.

END OF DESCRIPTION.



NOVEMBER 24, 2020

**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**

KB Home Las Vegas, Inc.  
5795 W Badura Avenue, Suite 180  
Las Vegas, NV 89118

**Applicant/Correspondent**

KB Home Las Vegas, Inc.  
5795 W Badura Avenue, Suite 180  
Las Vegas, NV 89118

**Exhibit “C”**

**Agenda Sheet, Notice of Final Action, and Agenda Map**

**(see next page for attachments)**



SINGLE FAMILY RESIDENTIAL SUBDIVISION  
(TITLE 30)

**UPDATE**  
PEBBLE RD/RAINBOW BLVD

**PUBLIC HEARING**

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

**NZC-21-0137-LH VENTURES, LLC:**

**ZONE CHANGE** to reclassify 45.3 acres from R-E (Rural Estates Residential) (RNP-I) Zone, C-2 (General Commercial) Zone, and H-2 (General Highway Frontage) (RNP-I) Zone to R-2 (Medium Density Residential) Zone.

**WAIVERS OF DEVELOPMENT STANDARDS** for the following: **1)** establish alternative yards for residential lots; **2)** increase wall height; **3)** reduce street intersection off-set; **4)** reduce right-of-way width; and **5)** waive off-site improvements (including curb, gutter, sidewalk, streetlights, and partial paving).

**DESIGN REVIEWS** for the following: **1)** single family residential subdivision; and **2)** finished grade.

Generally located on the south side of Pebble Road, north side of Agate Avenue and Raven Avenue, west side of Rainbow Boulevard, and east side of Tenaya Way within Enterprise (description on file). JJ/jt/ja (For possible action)

---

**RELATED INFORMATION:**

**APN:**

176-22-501-004; 176-22-501-005; 176-22-501-009 through 176-22-501-011; 176-22-501-025

**WAIVERS OF DEVELOPMENT STANDARDS:**

1. Establish alternative yards for 2 single family residential lots where yards are established per Chapter 30.56.
2. Increase wall height to 14 feet (6 feet of retaining wall plus 8 feet of screen wall) where 9 feet (3 feet of retaining wall plus 6 feet of screen wall) is the maximum allowed per Section 30.64.050 (a 56% increase).
3. Reduce street intersection off-set to 105 feet where 125 feet is the minimum per Section 30.52.052 (a 16% reduction).
4.
  - a. Reduce right-of-way width for Belcastro Street to 51 feet where 60 feet is the minimum per Chapter 30.52 (a 15% reduction).
  - b. Reduce right-of-way width for Raven Avenue to 51 feet where 60 feet is the minimum per Chapter 30.52 (a 15% reduction).
5.
  - a. Waive off-site improvements (including curb, gutter, sidewalk, streetlights, and partial paving) on Pebble Road where full off-site improvements are required per Chapter 30.52.

- b. Waive off-site improvements (including curb, gutter, sidewalk, streetlights, and partial paving) on Belcastro Street where full off-site improvements are required per Chapter 30.52.
- c. Waive off-site improvements (including curb, gutter, sidewalk, streetlights, and partial paving) on Tenaya Way where full off-site improvements are required per Chapter 30.52.
- d. Waive off-site improvements (including curb, gutter, sidewalk, streetlights, and partial paving) on Agate Avenue where full off-site improvements are required per Chapter 30.52.
- e. Waive off-site improvements (including curb, gutter, sidewalk, streetlights, and partial paving) on Raven Avenue where full off-site improvements are required per Chapter 30.52.

#### **DESIGN REVIEWS:**

- 1. Single family residential subdivision.
- 2. Increase finished grade to 76 inches where a maximum of 18 inches is the standard per Section 30.32.040 (a 322% increase).

#### **LAND USE PLAN:**

ENTERPRISE - PUBLIC FACILITIES

ENTERPRISE - RESIDENTIAL SUBURBAN (UP TO 8 DU/AC)

ENTERPRISE - RURAL NEIGHBORHOOD PRESERVATION (UP TO 2 DU/AC)

#### **BACKGROUND:**

##### **Project Description**

##### **General Summary**

- Site Address: 7051 W. Pebble Road & 8955 S. Rainbow Boulevard
- Site Acreage: 45.3
- Number of Lots/Units: 305
- Density (du/ac): 6.7
- Minimum/Maximum Lot Size (square feet): 3,325/9,953
- Project Type: Single family residential subdivision
- Number of Stories: 1 & 2
- Building Height (feet): Up to 28
- Square Feet: 1,157 up to 3,066
- Open Space (required/provided): 0/879 square feet

##### **Neighborhood Meeting Summary**

Required notices for a neighborhood meeting were mailed to property owners within a 1,500 foot radius of the site. A neighborhood meeting was held November 18, 2020 at 6:00 p.m. at the Windmill Library and virtually. Approximately 10 neighbors attended in-person and 15 neighbors attended virtually. Items discussed included the entitlement application for a school on the western portion of the same site, the proposed single family residential subdivision, and the density of the subdivision. Some neighbors preferred the school project and some neighbors supported a residential project, though they noted that the proposed subdivision was too dense.

### Overview

This project includes a 305 lot single family residential subdivision on 45.3 acres. A charter school with a companion vacation and abandonment of easements and an agenda item to reroute an equestrian trail are in process for a 14.6 acre portion of this overall site; however, these applications were held to a Board of County Commissioners meeting in September.

Several streets, including Raven Avenue, Agate Avenue, Belcastro Street, and Montessori Street were planned to be constructed on this site and required to be constructed on adjacent parcels. As a result, this project includes several companion applications such as vacation and abandonments for easements and rights-of-way along with waivers of conditions for adjacent applications that required the construction of these streets.

This project also includes a companion Plan Amendment to reroute the equestrian trail alignment that was planned to travel south along Belcastro Street (through the subject site) and west on Agate Avenue. Instead, the proposed trail alignment will travel west on Pebble Road, south on Tenaya Way, and west on Agate Avenue around the perimeter of this proposed subdivision. This trail alignment is different than the alignment proposed with the charter school, which required a separate Plan Amendment.

### Site Plan

The site plan depicts a 305 lot single family subdivision with a single gated access point from Pebble Road on the north side of the site. Boundaries of the subdivision extend from Rainbow Boulevard on the east to Tenaya Way on the west. The northern boundary is Pebble Road, and the southern boundary is Agate Avenue on the southwest side and Raven Avenue on the southeast side. The proposed R-2 zoned single family subdivision circles around 5 existing single family residences zoned R-E (RNP-I) located in the middle of the northwest portion of the overall subdivision. Access to these existing residences is maintained from Pebble Road, a portion of Belcastro Street, and a portion of Raven Avenue. Waivers of development standards are requested to reduce the width of Belcastro Street and Raven Avenue to 51 feet wide where 60 feet wide is the standard.

Another waiver of development standards is necessary to reduce the street intersection off-set within the subdivision from the private access street (Copper Ranch Street) to 43 foot wide private street intersections within the subdivision on both the east and west side of Copper Ranch Street. The entrance to the gated subdivision includes a 60 foot wide private street with sidewalks on both sides, and streets within the subdivision are 43 foot wide streets with sidewalks on 1 side. The internal street layout includes multiple cul-de-sacs and stub streets, which limits circulation within the subdivision; however, pedestrian access easements to the exterior perimeter streets are provided on 4 of the cul-de-sacs and both stub streets.

Lots 288 and 289, located in the northcentral portion of the subdivision, will be sideloaded from the end of a cul-de-sac. As a result, these lots require a waiver of development standards for alternative yard setbacks. With the waiver of development standards, the front yard will be along the radius of the cul-de-sac and the rear yards will be along the east and west sides of the parcels, respectively.

### Landscaping

One 879 square foot lot near the entrance is the only open space for the 305 lot subdivision. Although other common lots are provided, these lots include the required perimeter street landscaping and landscaping where the side or rear of residential lots within the subdivision are adjacent to internal streets. The landscape planters internal to the subdivision are 5 feet wide.

East of the entrance from Pebble Road, the perimeter street landscaping includes a detached sidewalk with 5 foot wide landscape strips on either side of the sidewalk. West of the entrance from Pebble Road, the application includes a request to waive off-site improvements (paving, curb, gutter, sidewalk, streetlights, and partial paving). As a result, street landscaping to the west of the entrance along Pebble Road consists of a 20 foot wide landscape buffer with no off-site improvements. The realigned equestrian trail is shown west of the Belcastro Street alignment on the south side of Pebble Road to Tenaya Way, adjacent to the subject site. This new trail alignment is also adjacent to 2 of the existing R-E (RNP-I) zoned single family residences on the south side of Pebble Road.

Along the portions of Belcastro Street and Raven Avenue that will provide access to the existing single family residences, street landscaping will include 6 foot wide and 16 foot wide landscape strips. Off-site improvements (paving curb, gutter, sidewalk, streetlights, and partial paving) are also requested to be waived for these portions of Belcastro Street and Raven Avenue.

On the west side of the site, full off-site improvements (paving, curb, gutter, sidewalk, streetlights, and partial paving) are requested to be waived along Tenaya Way as well. Landscaping along Tenaya Way includes a 10 foot wide landscape strip with no off-site improvements. The proposed equestrian trail alignment is shown along the east side of Tenaya Way, adjacent to the subject project.

Extending along the southwest boundary of the site, full off-site improvements (paving, curb, gutter, sidewalk, streetlights, and partial paving) are requested to be waived for Agate Avenue. Landscaping along the north side of Agate Avenue includes a 6 foot wide landscape strip with no off-site improvements.

The southern boundary of the project transitions from Agate Avenue, approximately 600 feet north to the Raven Avenue alignment. A portion of Raven Avenue is proposed to be vacated, and Raven Avenue would then extend from Rainbow Boulevard west to the Rosanna Street alignment where Raven Avenue would terminate in a cul-de-sac. A 5 foot wide sidewalk with a 6 foot wide landscape strip is shown for this section of Raven Avenue.

Along the east boundary of the site, a detached sidewalk is depicted along Rainbow Boulevard with 5 foot wide landscape strips on either side of the sidewalk.

Increased wall height, up to 14 feet high (6 foot retaining wall plus 8 feet of screen wall) is requested for the entire frontage along Rainbow Boulevard and a 200 foot portion of Raven Avenue and Pebble Road heading west of Rainbow Boulevard. Up to 12 foot high walls (6 feet of retaining wall plus 6 feet of screen wall) are proposed along the southeastern property line

along the Montessori Street alignment. This increased wall height will be adjacent to an existing single family residence and an undeveloped parcel.

#### Elevations

Three distinct elevation options are offered for each floor plan. Exterior elements will include paver driveways, pitched tile roofs, and desert earth tone colors. Maximum height extends up to 28 feet.

#### Floor Plans

Two residential products range in size from 1,157 square feet up to 3,066 square feet. These 2 products are both 1 and 2 story and include up to 9 floor plans with various options. All the models include 2 car garages.

#### Signage

Signage is not a part of this request.

#### Applicant's Justification

According to the applicant, the single family residential subdivision is appropriate at this location, and the waivers of development standards are necessary for the project. For example, the applicant states that the alternative yard setbacks are necessary for 2 of the lots that are sideloaded from the end of a cul-de-sac.

Increasing the wall height up to 12 feet (6 foot retaining wall plus 6 foot screen wall) along the southeast portion of the site adjacent to the Montessori Street alignment is necessary due to the topography of the site and to allow for proper drainage. Similarly, increasing the wall height to 14 feet (6 foot retaining wall plus 8 foot screen wall) along Rainbow Avenue and a portion of Pebble Road and Raven Avenue is due both to the grade of the site (increased retaining wall) and to reduce the traffic noise for future residents (increased screen wall).

Reducing the street intersection off-set is necessary for 2 streets adjacent to the entry street to the subdivision. The applicant states that this reduced intersection off-set will not create any negative impacts since traffic will be moving at slower speeds within the subdivision.

According to the applicant, a reduction in right-of-way width for Belcastro Street and a portion of Raven Avenue will not create any negative impacts since these streets will only provide access to 4 existing homes. Additionally, a 16 foot wide landscape strip is provided along the roadways, except a 6 foot wide landscape strip is provided adjacent to the cul-de-sacs. The additional landscaping will help buffer the homes from the proposed single family subdivision.

The applicant states that the waiver for off-site improvements is based on responses at neighborhood meetings, and it allows for a rural residential feel in the area.

Lastly, the design review to increase finished grade is necessary due to the natural topography of the property. Increased fill is necessary to develop the site, and it will not create any negative impacts.

### Prior Land Use Requests

Application Number	Request	Action	Date
VS-21-0136	Vacation and abandonment of right-of-way (including Raven Avenue) and easements within the Montessori Street and Agate Avenue alignments	Withdrawn by PC	May 2021
WC-21-400048 (ZC-18-0853)	Waiver of conditions requiring dedication for Montessori Street	Withdrawn by PC	May 2021
WC-21-400049 (VS-17-0049)	Waiver of conditions requiring dedication for Montessori Street	Withdrawn by PC	May 2021
LUP-20-700082	Redesignate the land use plan for 7.5 acres in the northwest portion of the overall site from RNP (Rural Neighborhood Preservation) and PF (Public Facilities) to RN (Rural Neighborhood) - staff recommended approval, but the Enterprise Land Use Plan Update was cancelled	N/A	N/A
LUP-20-700083	Redesignate the land use plan for 7.5 acres in the northcentral portion of the overall site from RNP (Rural Neighborhood Preservation) to RS (Residential Suburban) - staff recommended a reduction to RL (Residential Low), but the Enterprise Land Use Plan Update was cancelled	N/A	N/A
ET-19-400024 (NZC-0838-13)	Second extension of time to reclassify the eastern 8 acres of the site from C-2 to R-2 zoning for a single family residential subdivision	Withdrawn by BCC	April 2019
PA-18-700021	Redesignated the land use plan for the entire site from RNP (Rural Neighborhood Preservation), PF (Public Facilities), and CG (Commercial General) to RS (Residential Suburban)	Approved RS east of Montessori Street and east 2.5 acres; denied west of Montessori Street by BCC	March 2019
NZC-0838-13 (ET-0189-16)	First extension of time to reclassify the eastern 8 acres of the site from C-2 to R-2 zoning in the MUD-4 Overlay District for a single family residential development	Approved by BCC	February 2017

**Prior Land Use Requests**

<b>Application Number</b>	<b>Request</b>	<b>Action</b>	<b>Date</b>
NZC-0838-13	Reclassified the eastern 8 acres of the site from C-2 to R-2 zoning with waivers of development standards for landscaping, screening, and off-site improvements (curb, gutter, sidewalk, streetlights, and reduced paving) with a design review for a single family residential development	Approved by BCC	March 2014
ZC-1190-03	Reclassified the eastern portion of the site to a C-2 zoning for future commercial development	Approved by BCC	September 2003
ZC-1026-05	Reclassified 3,800 parcels, including 10 acres of the subject site to R-E (RNP-I) zoning	Approved by BCC	October 2005

**Surrounding Land Use**

	<b>Planned Land Use Category</b>	<b>Zoning District</b>	<b>Existing Land Use</b>
North	Rural Neighborhood Preservation (up to 2 du/ac) & Commercial General	R-E (RNP-I) & C-2	Single family residential & undeveloped
South	Rural Neighborhood Preservation (up to 2 du/ac), Office Professional, Commercial Neighborhood & Commercial General	R-E (RNP-I), R-E, C-2, C-1, & H-2	Single family residential & undeveloped
East	Commercial General	C-2	Undeveloped
West	Rural Neighborhood Preservation (up to 2 du/ac)	R-E (RNP-I)	Single family residential

The subject site and surrounding properties are in the Public Facilities Needs Assessment (PFNA) area.

**Related Applications**

<b>Application Number</b>	<b>Request</b>
ZC-20-0284	A zone change to reclassify a 14.6 acre portion of the western side of the site to P-F zone for a charter school is a related item that is scheduled for the September 22, 2021 BCC meeting.
VS-20-0285	A vacation and abandonment of easements on the southwest portion of this site for the charter school is a related item that is scheduled for the September 22, 2021 BCC meeting.
AG-20-900314	An agenda item to re-route the equestrian trail alignment west on Raven Avenue and south on Tenaya Way for the charter school is a related item that is scheduled for the September 22, 2021 BCC meeting.

### Related Applications

Application Number	Request
PA-21-700001	A plan amendment to change the equestrian trail alignment from Belcastro Street west on Pebble Road and south on Tenaya Way is a companion item on this agenda.
TM-21-500034	A tentative map for a 305 lot single family residential subdivision is a companion item on this agenda.
VS-21-0138	A vacation and abandonment of right-of-way and easements (including the same easements that are part of VS-20-0285) is a companion item on this agenda.

### STANDARDS FOR APPROVAL:

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

### Analysis

#### Current Planning

##### Zone Change

The applicant shall provide Compelling Justification that approval of the nonconforming zoning boundary amendment is appropriate. A Compelling Justification means the satisfaction of the following criteria as listed below:

- 1. A change in law, policies, trends, or facts after the adoption, readoption or amendment of the land use plan that have substantially changed the character or condition of the area, or the circumstances surrounding the property, which makes the proposed nonconforming zone boundary amendment appropriate.*

The Enterprise Land Use Plan was adopted in 2014 and most recently amended in 2018. Since that time, there has been no change in law, policies, trends, or facts that have substantially changed the character or condition of the area. In addition, there has been no change in circumstances surrounding the property that would make the proposed nonconforming zone boundary amendment appropriate. The site continues to be appropriate for Public Facility uses in the southwest portion of the site, Rural Neighborhood Preservation uses in the northwest portion of the site, and Residential Suburban uses on the east side of the site, adjacent to Rainbow Boulevard. These planned land uses would maintain the compatibility with the existing R-E (RNP-I) residences to the north, west, and south; the planned commercial uses to the north and south along Rainbow Boulevard, and the planned office uses to the southwest.

- 2. The density and intensity of the uses allowed by the nonconforming zoning is compatible with the existing and planned land uses in the surrounding area.*

The density of the proposed nonconforming zone boundary amendment exceeds the density and intensity of existing and planned land uses in the surrounding area. North and south of the site along Rainbow Boulevard, the parcels are planned for Commercial General uses; however, these parcels are currently not developed with commercial uses. Most of the adjacent Commercial



General planned parcels are undeveloped, and 3 of the planned Commercial General parcels include single family residences. Furthermore, parcels southwest of the subject site are planned for Office Professional uses and Commercial Neighborhood uses. These parcels are also undeveloped.

The greatest disparity in density occurs to the south, west, and north of the subject site. Parcels in these areas are developed with existing single family residences zoned R-E (RNP-I). These single family residences are developed with a density of 2 units per acre, whereas the proposed nonconforming zone boundary amendment would allow a density up to 8 dwelling units per acre.

3. *There will not be a substantial adverse effect on public facilities and services, such as roads, access, schools, parks, fire and police facilities, and stormwater and drainage facilities, as a result of the uses allowed by the nonconforming zoning.*

There has been no indication from the public utility purveyors that the zone boundary amendment would create a substantial adverse effect on public facilities or services. However, the Clark County School District indicates that the schools servicing this area (Steele Elementary School, Canarelli Middle School, and Sierra Vista High School) are all over capacity for the 2020-2021 school year. The proposed development would add an estimated 51 elementary students, 28 middle school students, and 40 high school students.

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

The proposed nonconforming zone boundary amendment does not comply with the adopted policies in the Comprehensive Master Plan. For example, Urban Specific Policy 4 seeks to preserve existing residential neighborhoods by encouraging vacant lots within these areas to develop at similar densities as the existing area. Here, the proposed R-2 zoning is denser than the surrounding R-E zoned single family development. Next, Urban Specific Policy 7 encourages land uses that are complementary and are a similar scale and intensity. The proposed R-2 zoning would allow up to 8 dwelling units per acre where the surrounding residents are developed at 2 units per acre. Lastly, Urban Specific Policy 8 discourages nonconforming zone changes.

## **Summary**

### **Zone Change**

There has been no change in law, policies, trends, or facts that have substantially changed the character or condition of the area since the most recent amendment to the Enterprise Land Use Plan. In addition, the density of the proposed nonconforming zone boundary amendment exceeds the density and intensity of existing and planned land uses in the surrounding area. Furthermore, the proposed development will provide approximately 120 additional students to schools that are already over-capacity in the area. Lastly, the proposed nonconforming zone boundary amendment does not comply with any goals or policies in the Comprehensive Master Plan. As a result, staff cannot support the request.

### 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.

#### Waiver of Development Standards #1

The request for alternative yard setbacks for Lots 288 and 289 are a self-imposed hardship. The site layout for the proposed residential development can be reconfigured to meet the Title 30 standards for yard configuration. Furthermore, since staff is not supporting the zone change, waiver of development standards, and design reviews, staff cannot support this request.

#### Waiver of Development Standards #2

Increasing block wall heights creates blunt visual impacts on adjacent properties and the public realm. A 14 foot high wall along Rainbow Boulevard and portions of Raven Avenue and Pebble Road will be visually obtrusive, contribute to a canyon-like effect along the rights-of-way, and diminish the aesthetics of the area. In addition, the 12 foot high wall along the Montessori Street alignment will detrimentally impact the existing single family residents along with any future redevelopment of the adjacent parcels. Lastly, Urban Specific Policy 16 states that all new perimeter walls should be designed to visually minimize the stark appearance of monotonous block walls. Therefore, staff cannot support the waiver of development standards.

#### Design Review #1

The proposed subdivision lacks connectivity, provides minimum open space and no amenities, and does not comply with goals and policies in the Comprehensive Master Plan. Regarding the lack of connectivity, the subdivision will disrupt an established grid of public right-of-way in the area, which was already approved to be constructed by adjacent projects. In addition, the design provides only 1 entrance and exit for 305 residential lots. This creates a dangerous situation where emergency personnel would not be able to provide access to residents if the entrance is blocked. Also, all the traffic in the subdivision is funneled through 1 entrance and exit, which creates congestion and does not provide any alternative routes for residents, delivery vehicles, and visitors. Lastly, the design does not comply with Land Use Goal 4, which states that all development types should have both pedestrian and vehicular connections.

Next, an 879 square foot lot near the entrance is the only nominal amount of open space for the entire subdivision. Urban Specific Policy 17 encourages ample active and passive open space and to integrate those open spaces with trail systems when possible. This subdivision has an opportunity to provide open space and connections to the adjacent equestrian trail; instead, nearly no functional open space is provided for the subdivision. In addition, Urban Specific Policy 31 states that single family developments should connect with existing and planned trail systems, Urban Specific Policy 39 encourages usable open space, and Urban Specific Policy 40 encourages centralized open space surrounded by local streets with homes that front the open space. The design does not comply with any of these open space related policies in the Comprehensive Master Plan.

Lastly, the layout of the subdivision and residential design do not satisfy the standards for approval of a design review nor comply with policies in the Comprehensive Master Plan. Standards for approval of a design review indicate that site access and circulation must not negatively impact adjacent roadways or neighborhood traffic; the project must be harmonious and compatible with development in the area; and the development must be consistent with policies of the County. Here, the large subdivision with only 1 entrance and exit will create public health and safety concerns; and the monotonous walls, architecture, and intensity of the development is not compatible with the area. Furthermore, Policy 43 promotes projects with varied neighborhood design, including varied front setbacks, reduced visual dominance of garages, varied rooflines, and varied architectural elements. Given the layout of subdivision with long, straight street alignments, no variation in lot size, and minimal variation in residential design, the single family homes will appear monotonous and oppressive. For these reasons, staff cannot support the design review.

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

#### Waiver of Development Standards #3

Staff does not object to the request to reduced the distance between Copper Ranch Street and Cherry Barn Street to 105 feet, nor does staff object to the 115 feet of separation between Copper Ranch Street and Marigold Creek Street. However, staff cannot support the design of the project due to the external disjointed street network that would be the result of this subdivision being approved. Therefore, staff cannot support this request.

#### Waiver of Development Standards #4

Staff does not object to the reduced width of Belcastro Street and Raven Avenue since those reduced street widths only occur on the perimeter of the subdivision abutting 3 existing R-E zoned single family residential lots. However, staff cannot support the design of the project due to the external disjointed street network that would be the result of this subdivision being approved. Therefore, staff cannot support this request.

#### Waiver of Development Standards #5

Staff finds the requests to improved the majority of the perimeter streets to non-urban standards to be a self-imposed hardship that only benefits the developer. The effect of this subdivision being approved is that the remaining Rural Neighborhood Preservation area will be all but eliminated. As such, there is no valid reason to install non-urban streets for and R-2 zoned subdivision. Staff cannot support this request.

#### Design Review #2

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. However, staff cannot support the design of the project due to the external disjointed street network that would be the result of this subdivision being approved. Therefore, staff cannot support this request.

**Staff Recommendation**

Denial. This item has been forwarded to the Board of County Commissioners for final action.

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

**PLANNING COMMISSION ACTION:** June 15, 2021 – APPROVED – Vote: Unanimous  
Absent: Kilarski, Frasier

**Current Planning**

- Resolution of Intent to complete in 4 years;
- Any lot north of Raven Avenue alignment, on west side of site (Montessori Street alignment) to be a minimum of 10,000 square feet;
- 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 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 new application for a nonconforming zone boundary amendment may be required in the event the building program and/or conditions of the subject application are proposed to be modified in the future; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; and that the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified.

**Public Works - Development Review**

- Drainage study and compliance;
- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Section 30.32.040(a)(9) are needed to mitigate drainage through the site;
- Traffic study and compliance;
- Full off-site improvements unless waived by this or a subsequent application;
- Right-of-way dedication to include 21 feet for Raven Avenue and 21 feet for Belcastro Street near the northwest portion of the site, if required by Public Works, 30 feet and an elbow for Raven Avenue on the east portion of the site, 40 feet for Tenaya Way, 30 feet and an elbow for Agate Avenue, 30 feet for Montessori Street, 55 feet to the back of curb for Rainbow Boulevard, 50 feet for Pebble Road where non-urban standards apply, 45 feet to 50 feet to the back of curb for Pebble Road where full off-sites are required, and all associated spandrels;
- If required by Public Works, vacate all of Belcastro Street and Raven Avenue near the northwest portion of the site and reserve or grant private access easements as necessary;
- Execute a Restrictive Covenant Agreement (deed restrictions);
- Apply for a public BLM right-of-way grant through Public Works - Development Review Division for any necessary rights-of-way on BLM land abutting the subject site;

- If required by the Regional Transportation Commission (RTC), dedicate and construct right-of-way for a bus turnout on the west side of Rainbow Boulevard, just south of Pebble Road, including a 5 foot by 25 foot bus shelter pad easement behind the sidewalk in accordance with RTC standards.
- Applicant is advised that the installation of detached sidewalks will require dedication to back of curb and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control; 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.

**Building Department - Fire Prevention**

- Applicant is advised that fire objects to the proposal to end Raven Avenue in a cul-de-sac; and that there is a previously approved agreement to allow a temporary condition of single source water supply for the proposed fire station which should be resolved with build-out of road west of the station.

**Southern Nevada Health District (SNHD) - Septic**

- Applicant is advised that there is an active septic permit on APN 176-22-501-004; to connect to municipal sewer and remove the septic system in accordance with Section 17 of the SNHD *Regulations Governing Individual Sewage Disposal Systems and Liquid Waste Management*; and to submit documentation to SNHD showing that the system has been properly removed.

**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 #0384-2020 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require a new POC analysis.

**TAB/CAC:** Enterprise - denial.

**APPROVALS:** 3 cards

**PROTESTS:** 8 cards, 5 letters

**PLANNING COMMISSION ACTION:** May 18, 2021 – HELD – To 06/01/21 – per the applicant.

**PLANNING COMMISSION ACTION:** June 1, 2021 – HELD – To 06/15/21 – per staff.

**APPLICANT:** KB HOME

**CONTACT:** THE WLB GROUP, 3663 E. SUNSET ROAD, SUITE 204, LAS VEGAS, NV 89120



# Department of Comprehensive Planning

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

Nancy A. Amundsen, Director

## NOTICE OF FINAL ACTION

July 19, 2021

THE WLB GROUP  
3663 E. SUNSET ROAD, SUITE 204  
LAS VEGAS, NV 89120

REFERENCE: NZC-21-0137

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

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of **July 07, 2021** and was **APPROVED** subject to the conditions listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

### **CONDITIONS OF APPROVAL -**

#### **Current Planning**

- Resolution of Intent to complete in 4 years;
- 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**

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



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- Applicant to coordinate a contribution with Public Works – Development Review for off-site improvements;
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#### **BOARD OF COUNTY COMMISSIONERS**

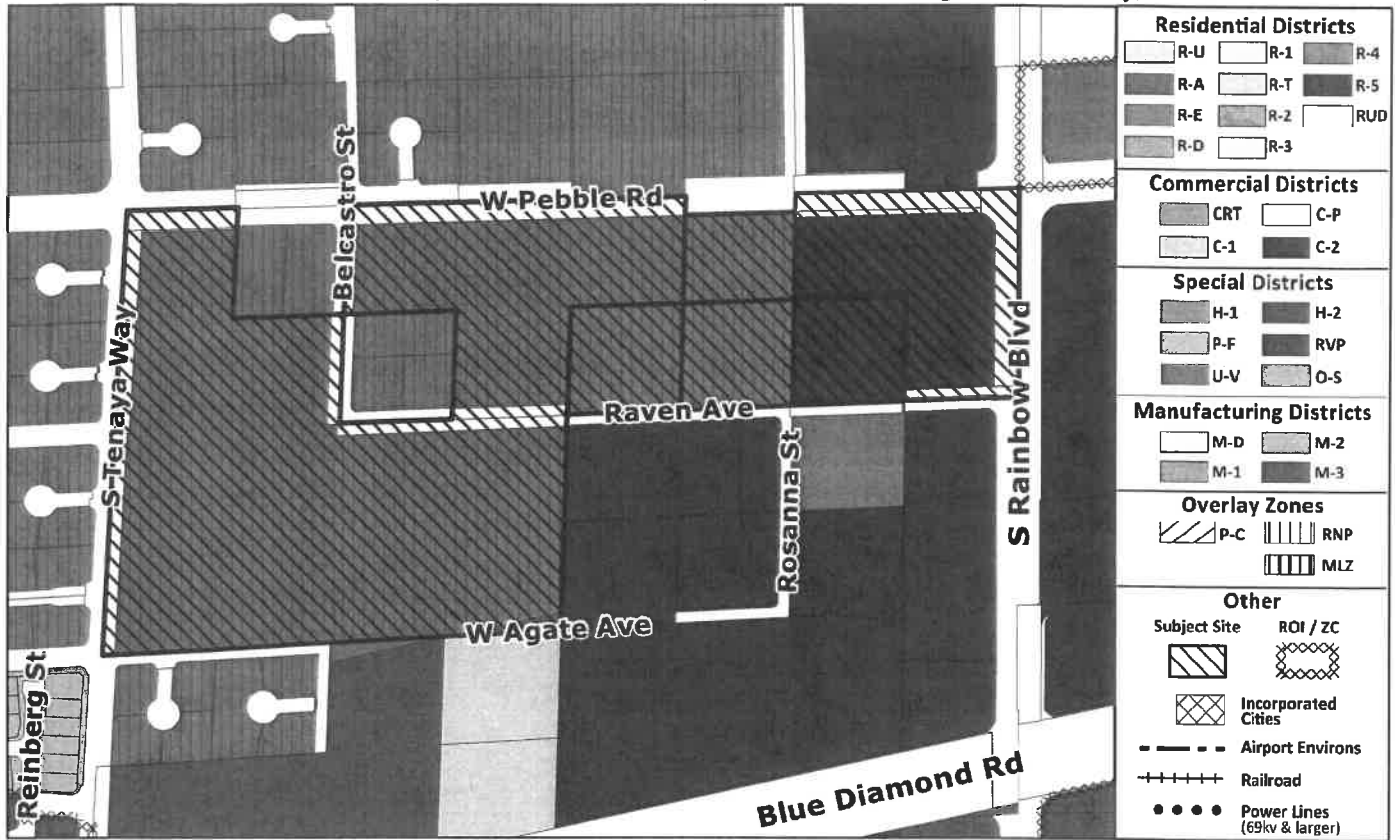
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YOLANDA T. KING, County Manager

# Commission Agenda Map

NZC-21-0137

## 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)  
17622501004  
17622501011  
17622501005

See complete list on file



0 125 250 500 Feet  
Map Created on 3/31/2021





**NOTES**

This map is for assessment use only and does NOT represent a survey.

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.

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.

USE THIS SCALE IF EET WHEN MAP REDUCED FROM 1:12,700 ORIGINAL

**MAP LEGEND**

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

**PARCEL BOUNDARY** ☐ CONDOMINIUM UNIT

**SUB BOUNDARY** ☐ AIR SPACE PCL

**FIELD BOUNDARY** ☐ RIGHT OF WAY PCL

**PARCEL EASEMENT** ☐ SUB-SURFACE PCL

**WATCH / LEADER LINE** ☐ PG 20-45 PLAT RECORDING NUMBER

**HISTORIC LOT LINE** ☐ 5 BLOCK NUMBER

**HISTORIC SUB BOUNDARY** ☐ 5 LOT NUMBER

**HISTORIC FILL BOUNDARY** ☐ GL5 GOV. LOT NUMBER

**SECTION LINE** ☐

**164 163 162**

**175 176 177**

**193 192 191**

**22**

**936**

**8 4 8 4**

**5 1 5 1**

**6 2 6 2**

**7 3 7 3**

**8 4 8 4**

**5 1 5 1**

**T22S R80E**

**N 2 NE 4**

**176-22-5**

**CLARK COUNTY**

