CLARK COUNTY BOARD OF COMMISSIONERS

ZONING / SUBDIVISIONS / LAND USE

AGENDA ITEM

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

Recommendation: ORD-22-900102: Conduct a public hearing on an ordinance to consider adoption of a Development Agreement with Grand Teton Mini Storage Partners, LLC for a commercial development (Buffalo Drive - Grand Teton Drive) on 3.4 acres, generally located on the northeast corner of Buffalo Drive and Grand Teton Drive within Lone Mountain. MK/tk (For possible action)

FISCAL IMPACT:

None by this action.

BACKGROUND:

The Board of County Commissioners (Board) approved a land use application DR-21-0130 for a commercial development (Buffalo Drive - Grand Teton Drive) on 3.4 acres, generally located on the northeast corner of Buffalo Drive and Grand Teton Drive within Lone Mountain. 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
05/18/22

BILL NO. 5-4-22-2

SUMMARY - An ordinance to adopt the Development Agreement with Grand Teton Mini Storage Partners, LLC for a commercial development (Buffalo Drive - Grand Teton Drive) on 3.4 acres, generally located northeast of Buffalo Drive and Grand Teton Drive within Lone Mountain.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH GRAND TETON MINI STORAGE PARTNERS, LLC FOR A COMMERCIAL DEVELOPMENT (BUFFALO DRIVE - GRAND TETON DRIVE) ON 3.4 ACRES, GENERALLY LOCATED ON THE NORTHEAST CORNER OF BUFFALO DRIVE AND GRAND TETON DRIVE WITHIN LONE MOUNTAIN., 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 Grand Teton Mini Storage Partners, LLC for a commercial development (Buffalo Drive - Grand Teton Drive) on 3.4 acres, generally located on the northeast corner of Buffalo Drive and Grand Teton Drive within Lone Mountain., 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 _____, 2022

INTRODUCED by: _____

PASSED on the _____day of_____, 2022

VOTE:

AYES: _____

_____

_____

_____

_____

_____

_____

NAYS: _____

ABSTAINING:

ABSENT:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
JAMES B. GIBSON, Chair

ATTEST:

_____
Lynn Marie Goya, County Clerk

This ordinance shall be in force and effect from and after the _____day of _____2022.

APN(s): **125-10-405-006**
Please Return to: Joel McCulloch
Comprehensive Planning Department
1st Floor, Clark County Government Center
500 Grand Central Parkway
Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK

AND

GRAND TETON MINI STORAGE PARTNERS, LLC

FOR

GRAND TETON MINI STORAGE

ORD-22-900102

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 **GRAND TETON MINI STORAGE PARTNERS, 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 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 **DR-21-0130**, 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) "Planned Community" means the Subject Property and the proposed development of the Subject Property described in this Agreement.

(p) "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.

(q) "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".

(r) "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. The County and Owner agree that any fee modifications shall be applied only for building permits not yet issued. Owner and the County will not be entitled to any payment or reimbursements for fees paid for building permits issued prior to any such fee modification.

CHART 4.01-A PUBLIC FACILITIES CHART

Type of Development	Infrastructure Category		Total
	Parks	Public Safety[1]	
Single Family Dwelling Unit (per dwelling unit)	$532.93	$900.81	$1433.74
Multi Family Dwelling Unit (per dwelling unit)	$532.93	$883.24	$1416.17
Retail (per square foot gross floor area)	N/A	$0.60	$0.60
Office (per square foot gross floor area)	N/A	$0.67	$0.67
Industrial (per square foot gross floor area)	N/A	$0.40	$0.40
Hotel (per room)	N/A	$902.27	$902.27

[1] Fees only for Fire; no Metro

4.02 Parks. In addition to the fees 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 wavier 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, 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, 1st 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, 5th Floor
P.O. Box 552215
Las Vegas, Nevada 89155-2215

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

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

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

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

7.12 Release. Each 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 herein. Owner further acknowledges and agrees that it voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.

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

[signatures appear on following page]

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

COUNTY:

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

Attest:

By: _____ _____

James B. Gibson, Chair Lynn Marie Goya, County Clerk

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

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

By_____, Chair of the Board of County Commissioners, County of Clark, State of Nevada

NOTARY PUBLIC

_____
Signature

My Commission expires: _____

OWNER:

Grand Teton Mini Storage Partners LLC

PRINT OWNER NAME

Storage One Nevada Properties V LLC Manager

By: _____, Manager

Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA)

)ss:

COUNTY OF CLARK)

This instrument was acknowledged before me on the 12 day of April, 2022,

by James M Meservey

(Printed Name of Document Signer)

NOTARY PUBLIC

_____

Signature

My Commission expires: 12-23-24

SUZANNE M. MOHON
Notary Public, State of Nevada
No. 05-94427-1
My Appt. Exp. Dec. 23, 2024

OWNER:

_____

PRINT OWNER NAME

By: _____

Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA)

)ss:

COUNTY OF CLARK)

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

by_____

(Printed Name of Document Signer)

NOTARY PUBLIC

_____

Signature

My Commission expires: _____

Exhibit "A"
Legal Description

(see next page for attachment)

PARCEL I:

The Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 10, Township 19 South, Range 60 East, M.D.B. & M.

EXCEPTING THEREFROM, the West 50.00 feet and the South 50.00 feet, together with the spandrel area in the Southwest corner thereof as conveyed to the County of Clark for roads and incidental purposes by that certain Deed recorded October 19, 1976 in Book 670 of Official Records, as Document No. 629517, Clark County, Nevada records.

Assessor's Parcel No: 125-10-405-006

PARCEL II:

The Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 10, Township 19 South, Range 60 East, M.D.B. & M.

EXCEPTING THEREFROM, the South 50.00 feet as conveyed to the County of Clark for roads and incidental purposes by that certain Deed recorded October 19, 1976 in Book 670 of Official Records, as Document No. 629517, Clark County, Nevada records.

FURTHER EXCEPTING THEREFROM, the East 176 feet as conveyed to John R. Watkins and Susan A. Watkins by Deed recorded May 23, 1983 in Book 1738 of Official Records, as Document No. 1697557, Clark County, Nevada records.

Assessor's Parcel No: 125-10-405-007

PARCEL III:

The East 176 feet of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 10, Township 19 South, Range 60 East, M.D.B. & M.

EXCEPTING THEREFROM, the South 50.00 feet, the East 30.00 feet and the spandrel area as conveyed to the County of Clark for roads and incidental purposes by that certain Deed recorded October 19, 1976 in Book 670 of Official Records, as Document No. 629517, Clark County, Nevada records.

Assessor's Parcel No: 125-10-405-008

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

GRAND TETON MINI STORAGE PARTNERS LLC
5105 S DURANGO DRIVE, SUITE 100
LAS VEGAS, NV 89113

Applicant/Correspondent

GRAND TETON MINI STORAGE PARTNERS LLC
5105 S DURANGO DRIVE, SUITE 100
LAS VEGAS, NV 89113

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

TETON CAPITAL MANAGMENT LLC
3755 BREAKTHROUGH WAY, SUITE 250
LAS VEGAS, NV 89135

Applicant/Correspondent

TETON CAPITAL MANAGMENT LLC
3755 BREAKTHROUGH WAY, SUITE 250
LAS VEGAS, NV 89135

Exhibit "C"

Agenda Sheet, Notice of Final Action, and Agenda Map

(see next page for attachments)

05/05/21 BCC AGENDA SHEET

COMMERCIAL DEVELOPMENT (TITLE 30) BUFFALO DR/GRAND TETON DR

PUBLIC HEARING
APP. NUMBER/OWNER/DESCRIPTION OF REQUEST
DR-21-0130-TETON CAPITAL MANAGEMENT, LLC:

DESIGN REVIEWS for the following: **1)** a proposed daycare facility; and **2)** final façade design for an approved retail center with a mini-warehouse building on 3.4 acres in a C-1 (Local Business) Zone.

Generally located on the northeast corner of Buffalo Drive and Grand Teton Drive within Lone Mountain. MK/rk/jd (For possible action)

RELATED INFORMATION:

APN:
125-10-405-006 through 125-10-405-008

LAND USE PLAN:
LONE MOUNTAIN - MAJOR DEVELOPMENT PROJECT

BACKGROUND:
Project Description
General Summary
- Site Address: 8020 N. Buffalo Drive
- Site Acreage: 3.4
- Project Type: Commercial development
- Number of Stories: 1 & 2
- Building Height (feet): Up to 29
- Square Feet: 11,100 (daycare facility)/3,200 (restaurant w/ drive-thru)/49,066 (mini-warehouse footprint)
- Parking Required/Provided: 61/66

Background and Site Plans
The original approval of the commercial center (UC-19-0864) had conditions for a design review as a public hearing for significant changes to plans and final façade design for all buildings to be coordinated with neighbors. The applicant is addressing both conditions through this application.

The original plans depict a commercial development consisting of 3 buildings, which include an in-line retail building, a fast food restaurant, and a 2 story mini-warehouse facility. The

application also included a use permit for 5 vehicle rental trucks in front of the mini-warehouse building along Grand Teton Drive. The layout of the site has changed slightly due to the current economic state and with concerns of the neighbors. The previously approved 7,200 square foot in-line retail building with drive-thru has been replaced with an 11,100 square foot daycare facility. The daycare facility will have outdoor play areas on the east and west sides of the building. Additionally, the driveway along Buffalo Drive has been moved farther north which increases the distance of the driveway from the road intersection.

All the buildings are located in the central portion of the site, with parking and drive aisles to the north, south, east, and west. More specifically, the proposed mini-warehouse is located on the eastern half of the project site and the daycare facility and restaurant with drive-thru are located on the western half of the site. The development has frontage along Buffalo Drive, Grand Teton Drive, and Tioga Way. Buffalo Drive and Grand Teton Drive are arterial streets and Tioga Way is a local street. The fast food restaurant, which is adjacent to Buffalo Drive, will have service windows along the west side of the buildings with queuing located to the north and west. Access to the site is provided by a driveway from Buffalo Drive and a driveway from Grand Teton Drive. Access gates to the mini-warehouse facility are located within the interior of the site beyond the customer parking area.

Landscaping

The landscape plan has essentially remained the same. Street landscaping shows a minimum 15 foot wide landscape areas with detached sidewalks along each of the streets that are adjacent to the site. The plans depict a 20 foot wide landscape area consisting of 2 off-set rows of evergreen trees located along the northern boundary of the site. Additional landscape areas are located within the parking area and adjacent to the buildings. The site will provide an 8 foot high wall along the north property line and a 6 foot high wrought iron fence along the east property line. Additionally, the site design is complying with a previous condition of approval requiring a 3 foot high decorative CMU pony wall along Grand Teton Drive. The outdoor play areas on the east and west sides of the daycare building are 4,236 square feet and 2,889 square feet respectively.

Elevations

The final facades of the buildings have been revised to be more harmonious with the neighborhood and will have less of a modern commercial appearance. The mini-warehouse is a 2 story building with a maximum height of 29 feet. The building will range in height from 25 feet to 29 feet at its highest point. The proposed building has unified and consistent architecture with different surface planes and building height variations. The materials include EFIS concrete panel walls, aluminum glazed window treatments with neutral color schemes and cultured stone accents. The fast food restaurant and daycare facility are 1 story and will range in height from 22.5 feet to 26 feet and will be similar in design. The exterior building materials consist of EFIS concrete panel walls, aluminum window treatments with neutral color schemes and cultured stone accents. The roofs of the buildings are flat with parapet walls at various heights. The west elevations of the fast food restaurant and daycare building show a drive-thru window. The outdoor play areas will have playground equipment with covered canopies approximately 12 feet high.

Floor Plans

The mini-warehouse building totals 98,564 square feet with storage units of various sizes. The office is in the southwest portion of the building which consists of leasing office area, managers unit, and restroom. The units' range in size from 25 square feet to 300 square feet. The floor plan for the restaurant pad sites total 3,200 square feet. The plans indicate that the buildings will be constructed with an open floor plan with areas that will be modified to meet the needs of the future tenant. The floor plan for the daycare facility totals 11,100 square feet and consists of multiple classrooms, a multiple-purpose room, lobby, offices, staff area, kitchen, and restrooms.

Signage

Signage is not a part of this request.

Applicant's Justification

The applicant believes that the commercial development will benefit the community by providing additional amenities and a variety of uses that will enhance the intersection positively. The applicant believes the daycare use is less intense than the in-line retail use that was originally approved and they have worked to comply with all previous conditions. More specifically, they have had several meetings with the neighborhood liaison, including the developer calling all attendees from the original neighborhood meeting to discuss the project and intended change of use and building materials. As part of the discussions with the neighbors and Commissioner's office, the facades of the buildings have been revised to be more harmonious with the neighborhood and less commercial looking.

Prior Land Use Requests

Application Number	Request	Action	Date
VS-20-0207	Vacate a portion of a right-of-way being Tioga Way	Approved by BCC	June 2020
TM-20-500073	1 lot commercial subdivision	Approved by BCC	June 2020
UC-19-0864	Mini-warehouse building and vehicle rental in conjunction with a proposed retail center; waivers for alternative landscaping adjacent to arterial streets, alternative screening for outside vehicle rental, modified driveway design standards, and reduce driveway distances from the intersection	Approved by BCC	December 2019
ET-19-400131 (NZC-0511-12)	Fourth extension of time to reclassify 3.5 acres to C-1 zoning	Approved by BCC	December 2019
WS-18-0471	Retail center consisting of 3 buildings and waivers for alternative landscaping and commercial driveway geometrics - expired	Approved by BCC	October 2018

Prior Land Use Requests

Application Number	Request	Action	Date
NZC-0511-12 (ET-0147-17)	Third extension of time to reclassify 3.5 acres to C-1 zoning	Approved by BCC	December 2017
NZC-0511-12 (ET-0133-16)	Second extension of time to reclassify 3.5 acres to C-1 zoning	Approved by BCC	November 2016
NZC-0511-12 (ET-0098-14)	First extension of time to reclassify 3.5 acres to C-1 zoning	Approved by BCC	October 2014
NZC-0511-12	Reclassified 11.6 acres from R-E to C-1 zoning with a design review for a shopping center	Approved by BCC	December 2012
VS-0219-09	Vacated and abandoned a portion of right-of-way being Monte Cristo Way located between Grand Teton Drive and Ackerman Avenue	Approved by BCC	May 2009
DA-1053-06	Development Agreement - expired	Approved by BCC	October 2006

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North	Rural Neighborhood (up to 2 du/ac)	R-E & R-E (RNP-I)	Undeveloped & single family residential
South	City of Las Vegas	C-V & C-1	Arbor View High School & office buildings
East	City of Las Vegas	R-1	Single family residential
West	City of Las Vegas	R-PD4	Single family residential

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

Analysis
Current Planning
The proposed uses and design of the buildings comply with Title 30 and the Comprehensive Master Plan. The final revised design of the facades proposed by the applicant will be more harmonious with the neighborhood and will have less of a modern commercial appearance. Furthermore, the project will incorporate the use of variations in building heights, setbacks, and landscaping to reduce the visual impact of this project on the abutting developments. Given the variations in land uses and architectural styles in the area, staff finds the project to be compatible with the abutting developments and can support the design review with a time limit to complete to match the completion date of NZC-0511-12 which was approved and extended to change the zoning from an R-E zone to a C-1 zone.

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

PRELIMINARY STAFF CONDITIONS:

Current Planning

- Until October 3, 2022 to complete;
- Enter into a Development Agreement prior to any permits to mitigate impacts of the project including any issues identified by the Board of County Commissioners.
- 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 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;
- Traffic study and compliance;
- Full off-site improvements;
- Right-of-way dedication to include an additional 5 feet for Grand Teton Drive;
- If required by the Regional Transportation Commission (RTC), dedicate and construct right-of-way for bus turnout including passenger loading/shelter areas in accordance with RTC standards;
- Right-of-way for Buffalo Drive to remain at a minimum of 50 feet to accommodate dual left turn lanes.
- Applicant is advised that the installation of detached sidewalks may require the vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control or execute a License and Maintenance Agreement for non-standard improvements in the right-of-way.

Building Department - Fire Prevention

- Applicant is advised to 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 (24 foot wide access lanes required including behind storage building); submit plans for review and approval prior to installing any gates, speed humps (speed bumps not allowed), and any other fire apparatus access roadway obstructions; and to show on-site fire lane, turning radius, and turnarounds.

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that CCWRD does not provide sanitary sewer service in this portion of the unincorporated county; and that for any sanitary sewer needs, applicant is advised to contact the City of Las Vegas to see if the City has any gravity sanitary sewer lines located in the vicinity of the applicant's parcel.

TAB/CAC: Lone Mountain - approval.
APPROVALS:
PROTESTS:

APPLICANT: TETON CAPITAL MANAGEMENT, LLC
CONTACT: PLIRIS DESIGN STUDIO, 1980 FESTIVAL PLAZA DR, SUITE 450, 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

Nancy A. Amundsen, Director

NOTICE OF FINAL ACTION

May 17, 2021

PLIRIS DESIGN STUDIO
1980 FESTIVAL PLAZA DR, STE 450
LAS VEGAS, NV 89135

REFERENCE: DR-21-0130

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

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

- **Until October 3, 2022 to complete;**
- **Enter into a Development Agreement prior to any permits to mitigate impacts of the project including any issues identified by the Board of County Commissioners.**
- **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 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;**
- **Traffic study and compliance;**
- **Full off-site improvements;**
- **Right-of-way dedication to include an additional 5 feet for Grand Teton Drive;**
- **If required by the Regional Transportation Commission (RTC), dedicate and construct right-of-way for bus turnout including passenger loading/shelter areas in accordance with RTC standards;**
- **Right-of-way for Buffalo Drive to remain at a minimum of 50 feet to accommodate dual left turn lanes.**

BOARD OF COUNTY COMMISSIONERS
MARILYN KIRKPATRICK, Chair · JAMES B. GIBSON, Vice Chair
MICHAEL NAFT · JUSTIN C. JONES · TICK SEGERBLOM · ROSS MILLER · WILLIAM MCCURDY II
YOLANDA T. KING, 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

Nancy A. Amundsen, Director

- **Applicant is advised that the installation of detached sidewalks may require the vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control or execute a License and Maintenance Agreement for non-standard improvements in the right-of-way.**

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- **Applicant is advised to 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 (24 foot wide access lanes required including behind storage building); submit plans for review and approval prior to installing any gates, speed humps (speed bumps not allowed), and any other fire apparatus access roadway obstructions; and to show on-site fire lane, turning radius, and turnarounds.**

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- **Applicant is advised that CCWRD does not provide sanitary sewer service in this portion of the unincorporated county; and that for any sanitary sewer needs, applicant is advised to contact the City of Las Vegas to see if the City has any gravity sanitary sewer lines located in the vicinity of the applicant's parcel.**

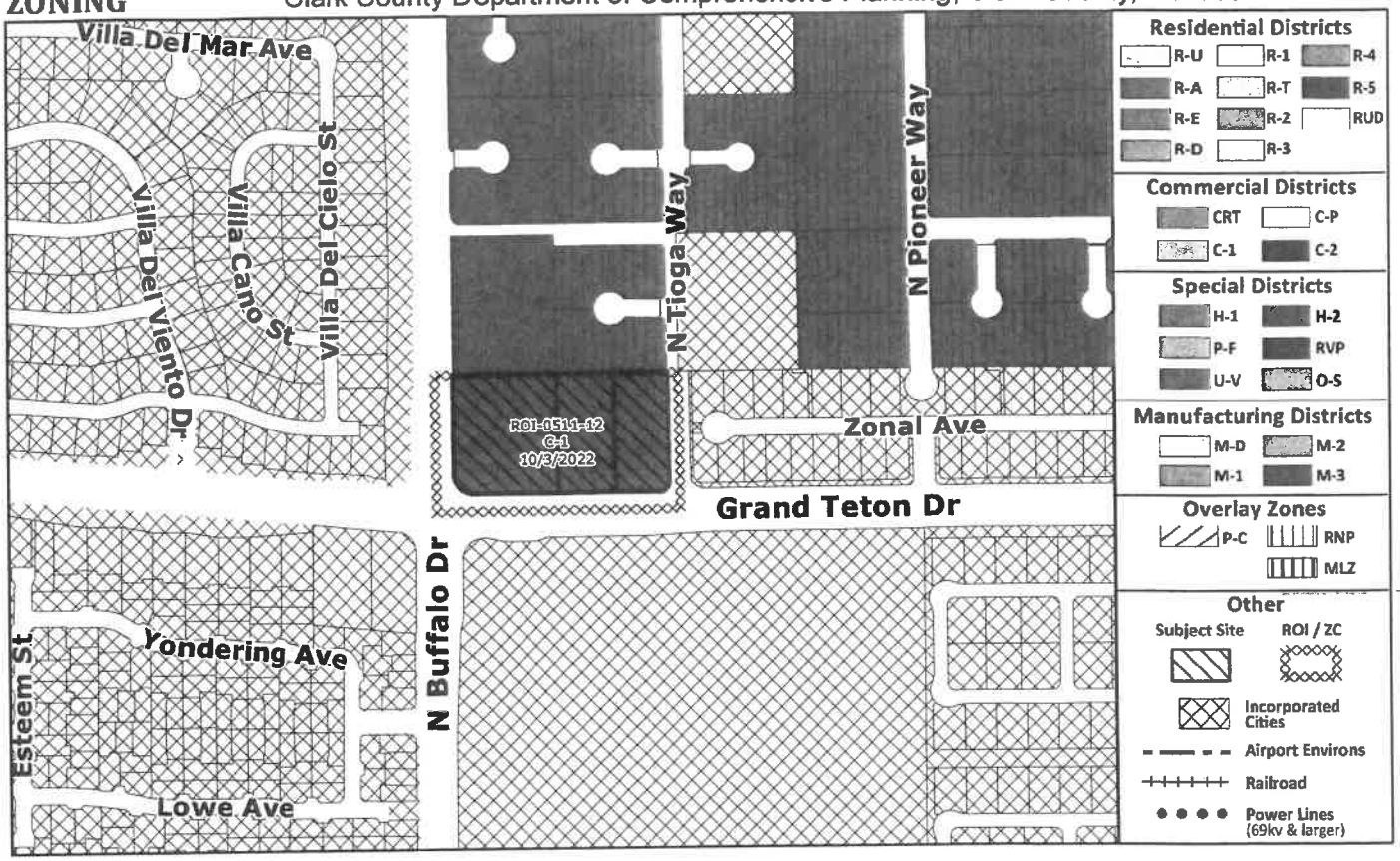
BOARD OF COUNTY COMMISSIONERS
MARILYN KIRKPATRICK, Chair · JAMES B. GIBSON, Vice Chair
MICHAEL NAFT · JUSTIN C. JONES · TICK SEGERBLOM · ROSS MILLER · WILLIAM MCCURDY II
YOLANDA T. KING, County Manager

Commission Agenda Map

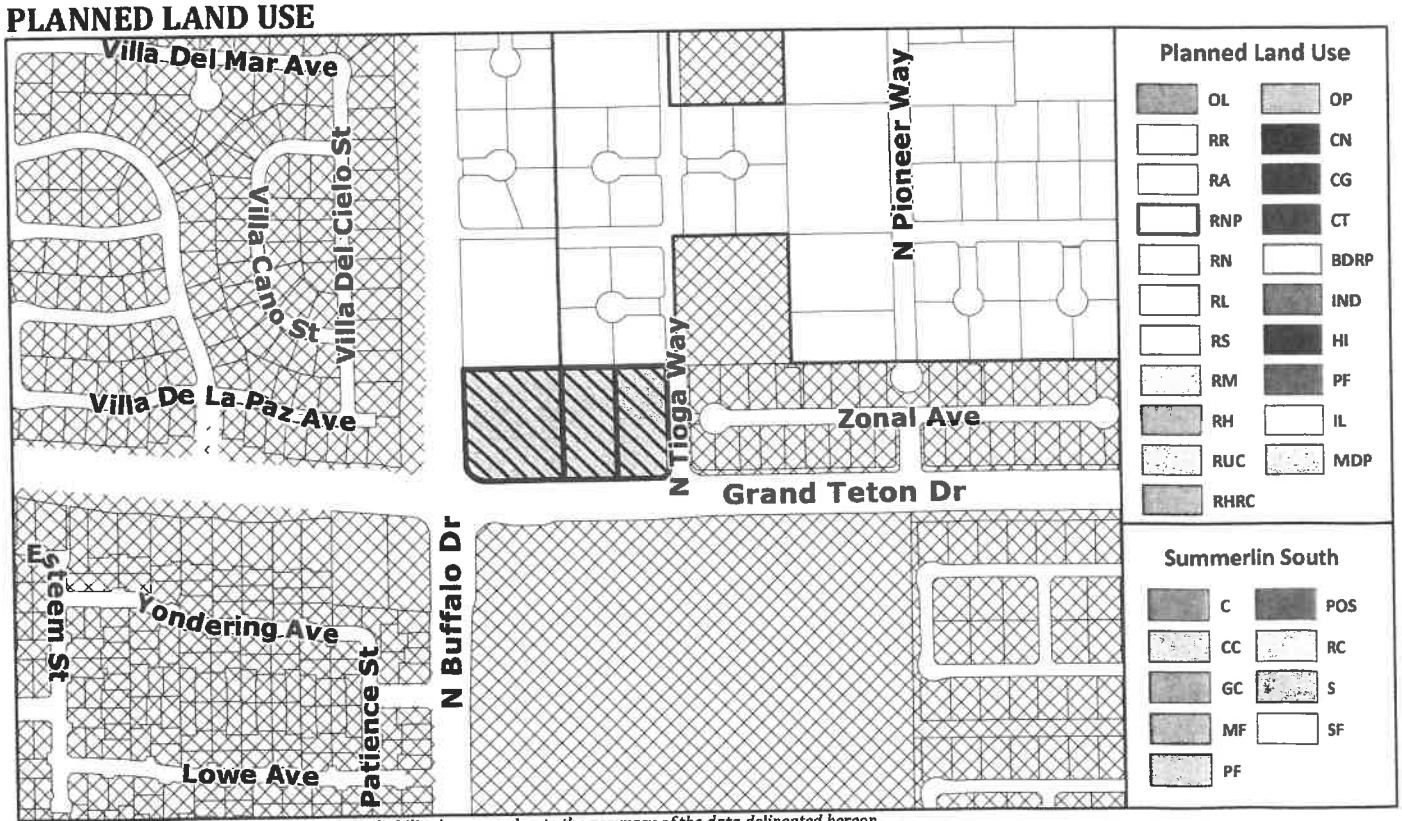
DR-21-0130

Clark County Department of Comprehensive Planning, Clark County, Nevada

ZONING



PLANNED LAND USE



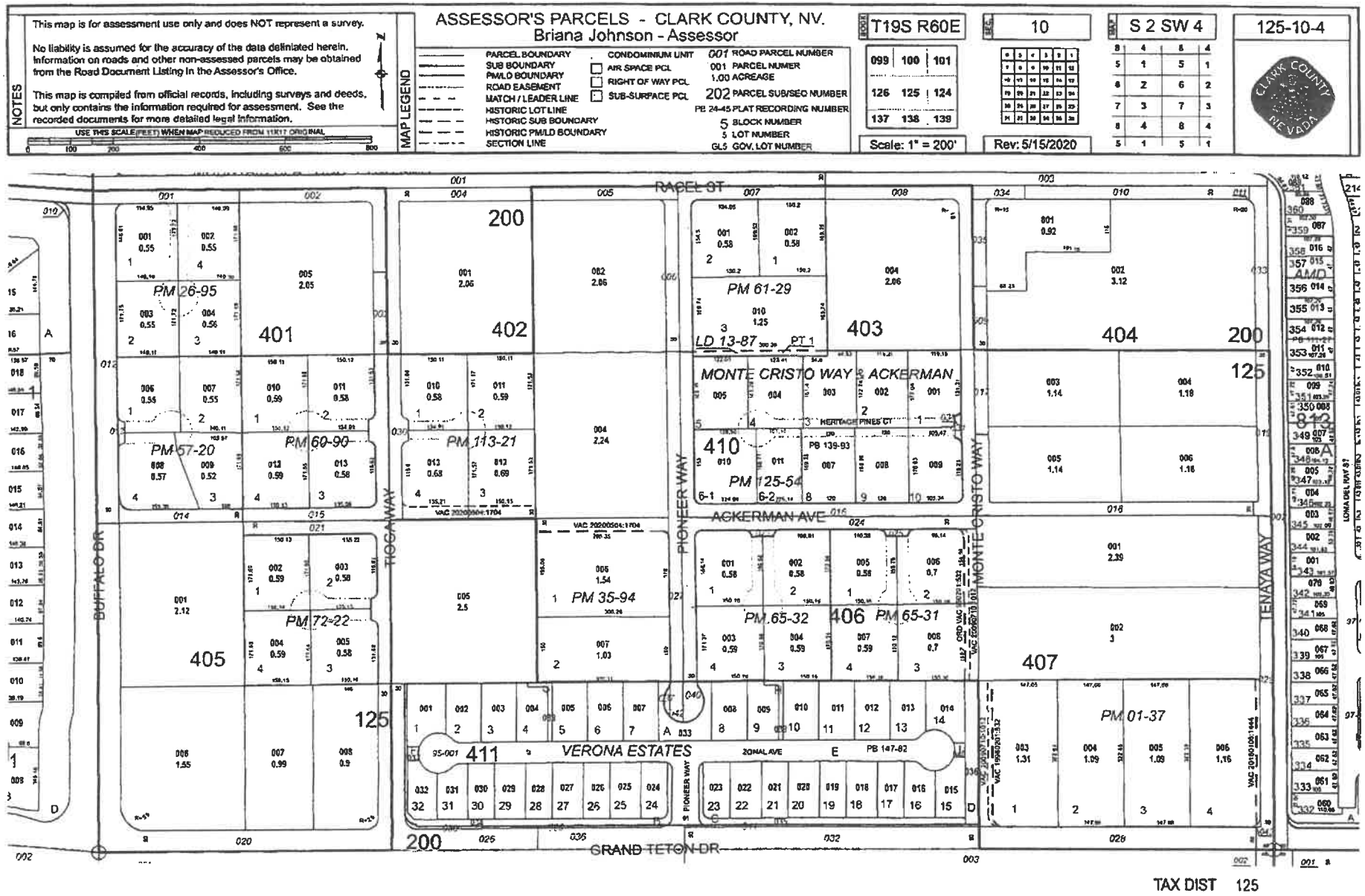
This information is for display purposes only.No liability is assumed as to the accuracy of the data delineated hereon.

Subject Parcel(s)
12510405007
12510405006
12510405008

N W E S

0 125 250 500 Feet

Map Created on 3/18/2021


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 (FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL
0 100 200 400 600 800
MAP LEGEND
PARCEL BOUNDARY
SUB BOUNDARY
PM/LD BOUNDARY
ROAD EASEMENT
MATCH / LEADER LINE
HISTORIC LOT LINE
HISTORIC SUB BOUNDARY
HISTORIC PM/LD BOUNDARY
SECTION LINE
CONDOMINIUM UNIT
AIR SPACE PCL
RIGHT OF WAY PCL
SUB-SURFACE PCL
001 ROAD PARCEL NUMBER
001 PARCEL NUMER
1.00 ACREAGE
202 PARCEL SUB/SEC NUMBER
PB 24-45 PLAT RECORDING NUMBER
5 BLOCK NUMBER
5 LOT NUMBER
GL5 GOV. LOT NUMBER
ASSESSOR'S PARCELS - CLARK COUNTY, NV.
Briana Johnson - Assessor
TOWN T19S R60E
099 100 101
126 125 124
137 138 139
Scale: 1" = 200'
SEC. 10
Rev: 5/15/2020
MAP S 2 SW 4
125-10-4
CLARK COUNTY NEVADA
RACEL ST
MONTE CRISTO WAY
ACKERMAN AVE
HERITAGE PINES CT
PIONEER WAY
TIOGA WAY
BUFFALO DR
TENAYA WAY
GRAND TETON DR
VERONA ESTATES
ZONAL AVE
PM 26-95
PM 57-20
PM 60-90
PM 113-21
PM 61-29
LD 13-87
PM 35-94
PM 72-22
PM 65-32
PM 65-31
PM 01-37
PB 139-93
PM 125-54
PB 147-82
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TAX DIST 125