

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

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

Recommendation: ORD-22-900402: Conduct a public hearing on an ordinance to consider adoption of a Development Agreement with Richmond American Homes for a single family residential development (Lindell & Richmar) on 10.0 acres, generally located east of Lindell Road and north of Richmar Avenue within Enterprise. JJ/dd (For possible action)

FISCAL IMPACT:

None by this action.

BACKGROUND:

The Board of County Commissioners (Board) approved a land use application WS-22-0070 for a single family residential development (Lindell & Richmar) on 10.0 acres, generally located east of Lindell Road and north of Richmar Avenue within Enterprise. Conditions of approval included the developer and/or owner entering into a Development Agreement prior to any permits being issued in order to provide their fair-share contribution towards public infrastructure necessary to provide service in the southwest portion of the Las Vegas Valley.

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

Staff recommends the Board conduct a public hearing.

Cleared For Agenda
08/03/22

BILL NO. 7-20-22-7

SUMMARY - An ordinance to adopt the Development Agreement with Richmond American Homes for a single family residential development (Lindell & Richmar) on 10.0 acres, generally located east of Lindell Road and north of Richmar Avenue within Enterprise.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH RICHMOND AMERICAN HOMES FOR A SINGLE FAMILY RESIDENTIAL DEVELOPMENT (LINDELL & RICHMAR) ON 10.0 ACRES, GENERALLY LOCATED EAST OF LINDELL ROAD AND NORTH OF RICHMAR AVENUE 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 Richmond American Homes for a single family residential development (Lindell & Richmar) on 10.0 acres, generally located east of Lindell Road and north of Richmar Avenue 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 _____, 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): 176-24-302-001, 176-24-702-001
Please Return to: Joel McCulloch
Comprehensive Planning Department
1st Floor, Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK

AND

RICHMOND AMERICAN HOMES

FOR

LINDELL & RICHMAR

ORD-22-900402

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 **RICHMOND AMERICAN HOMES** the Owner of the real property described on Exhibit "A" attached hereto (hereinafter referred to as the "Owner") and incorporated herein by reference.

SECTION 1 – DEFINITIONS

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

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

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

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

and

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

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

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

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

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

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

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

- (f) "Concurrent Approvals" means the zoning, land use or map approvals and authorizations, relating to the Subject Property, together with the applicable conditions, as granted by the County Commission, including without limitation those approvals and conditions of approval per **WS-22-0070**, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.
- (g) "County" means the County of Clark, State of Nevada together with its successors and assigns.
- (h) "County Commission" means the Board of County Commissioners or Planning Commission of the County of Clark, State of Nevada.
- (i) "County Master Plan" means the comprehensive plan adopted by the County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use, development guides and elements, including the land use and development guide and the general plan map for unincorporated portions of the Las Vegas Valley adopted by the County Commission on January 24, 1974, except as amended by the adoption of more recent plans in effect as of the Effective Date.
- (j) "Development Agreement Ordinance" means Chapter 30.20 of the Clark County Unified Development Code (Title 30) along with any other Chapters of the Clark County Code that are relevant to this Agreement.
- (k) "Effective Date" means the date, on or after the adoption by the County Commission, of an ordinance approving execution of this Agreement whereas the Agreement has been executed and signed by both parties, that this Agreement is recorded in the Office of the County Recorder of Clark County, Nevada.
- (l) "NDOT" means Nevada Department of Transportation.
- (m) "NRS" means Nevada Revised Statutes.
- (n) "PFNA" means the Southwest Las Vegas Valley Public Facilities Needs Assessment Report, dated December 1, 2000, incorporated herein by this reference and approved by the County Commission on January 2, 2001.
- (o) "Project" means the Subject Property and the proposed development of the Subject Property described in this Agreement.
- (p) "Subject Property" means that certain real property, which Owner owns or has the right to acquire, located in the County and more particularly described on Exhibit "A".
- (q) "Term" means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.

SECTION 2 – RECITAL OF PREMISES, PURPOSE AND INTENT

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 – DEVELOPMENT OF THE PROJECT

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

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

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

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

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

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

SECTION 4 – PUBLIC FACILITIES

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

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

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

4.02 **Parks.** In addition to the fees 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 Traffic Study must be approved by the Director of the Department of Public Works.

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

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

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

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

SECTION 5 – REVIEW AND DEFAULT

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

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

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

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

(a) County Procedures

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

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

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

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

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

(b) Owner Procedures

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

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

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

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

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

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

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

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

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

SECTION 6 – CONFLICTING LAWS

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

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

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

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

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

SECTION 7 – GENERAL PROVISIONS

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

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

7.03 Assignment.

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

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

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

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

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

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

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

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

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

To County: COUNTY OF CLARK
Department of Comprehensive Planning, Current Planning Division
Clark County Government Center
500 South Grand Central Parkway, 1st Floor
P.O. Box 551741
Las Vegas, NV 89155-1741
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 unit within the Subject Property shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of an Occupancy Permit for the building in which the unit is located.

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

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

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

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

[signatures appear on following page]

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

COUNTY:

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

Attest:

By: _____
James B. Gibson, Chair

Lynn Marie Goya, County Clerk

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

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

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

NOTARY PUBLIC

Signature

My Commission expires: _____

OWNER:

Richmond American Homes of Nevada
PRINT OWNER NAME - JOHN PALINA

By: _____

Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 10 day of June, 2022.

by JOHN PALINA
(Printed Name of Document Signer)

NOTARY PUBLIC

Erica A. Goff
Signature

My Commission expires: 10-10-2025



Exhibit "A"
Legal Description

(see next page for attachment)

WALLACE MORRIS KLINE SURVEYING, LLC
Land Survey Consulting

APN: 176-24-302-001 & 176-24-702-001

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS THE OVERALL BOUNDARY OF THE "LINDELL AND RICHMAR" PROJECT FOR THE PURPOSE OF A DEVELOPMENT AGREEMENT.

DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SW1/4) OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT PARCEL MAP AS SHOWN ON MAP THEREOF FILED IN FILE 56, PAGE 13 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA, SAID POINT OF BEGINNING BEING ALSO A POINT ON THE NORTHERLY LINE OF RICHMAR AVENUE AS DESCRIBED IN THAT "DEDICATION IN FEE" TO THE COUNTY OF CLARK, RECORDED AS INSTRUMENT NUMBER OR:20220302-0001253 IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 89°20'34" WEST, 269.07 FEET;
2. CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 20.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 90°08'36", AN ARC LENGTH OF 31.47 FEET TO A POINT TO WHICH A RADIAL BEARS SOUTH 89°29'10" WEST;
3. ALONG SAID RADIAL LINE, SOUTH 89°29'10" WEST, 5.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LINDELL ROAD AS DESCRIBED BY SAID DEDICATION;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING THREE (3) COURSES:

1. NORTH 00°30'50" WEST, 560.02 FEET;
2. NORTH 89°29'10" EAST, 5.00 FEET;
3. FROM A POINT TO WHICH A RADIAL LINE BEARS SOUTH 89°29'10" WEST, CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 20.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 90°00'45", AN ARC LENGTH OF 31.42 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MERANTO AVENUE AS DESCRIBED BY SAID DEDICATION;

APN: 176-24-302-001 & 176-24-702-001

THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°29'56" EAST, 551.56 FEET;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 15.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 89°49'23", AN ARC LENGTH OF 23.52 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MOHAWK STREET AS DESCRIBED BY SAID DEDICATION;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°40'41" EAST, 284.28 FEET TO THE NORTHEAST CORNER OF THAT PARCEL MAP AS SHOWN ON SAID FILE 56, PAGE 13 OF PARCEL MAPS;

THENCE ALONG THE NORTHERLY LINE, OF SAID PARCEL MAP, SOUTH 89°25'14" WEST, 298.69 FEET TO THE NORTHWEST CORNER SAID PARCEL MAP;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL MAP, SOUTH 00°35'45" EAST, 299.64 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT POINT "A", BEING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 24;

THENCE ALONG THE SOUTH AND WEST LINES OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 24 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°34'09" WEST, 329.83 FEET;
2. NORTH 00°31'05" WEST, 30.00 FEET TO THE POINT OF BEGINNING ON THE NORTHERLY RIGHT-OF-WAY LINE OF RICHMAR AVENUE, ALSO BEING AN ANGLE POINT ON THE LANDS DESCRIBED BY THAT CERTAIN "DEDICATION IN FEE" TO THE COUNTY OF CLARK RECORDED AS INSTRUMENT NUMBER OR:20220302-0001254 IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°31'05" WEST, 300.16 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL MAP AS SHOWN BY MAP THEREOF ON FILE 66, PAGE 36 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA;

APN: 176-24-302-001 & 176-24-702-001

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL MAP, AND IT'S EASTERLY PROLONGATION THEREOF, NORTH 89°34'48" EAST, 294.85 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LINDELL ROAD AS DESCRIBED BY SAID DEDICATION;

THENCE ALONG SAID WESTERLY LINE, THE FOLLOWING THREE (3) COURSES:

1. SOUTH 00°30'50" EAST, 280.06 FEET;
2. SOUTH 89°29'10" WEST, 5.00 FEET;
3. FROM A POINT TO WHICH A RADIAL LINE BEARS SOUTH 89°29'10" WEST, CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 20.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°04'58", AN ARC LENGTH OF 31.44 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF RICHMAR AVENUE AS DESCRIBED BY SAID DEDICATION;

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°34'09" WEST, 269.80 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL AREA OF 8.12 ACRES, MORE OR LESS

BASIS OF BEARINGS

NORTH 89°20'34" EAST, BEING THE SOUTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF IN BOOK 153, PAGE 76 OF PLATS, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

CRAIG MATSUEDA, PLS
NEVADA LICENSE NO. 17022

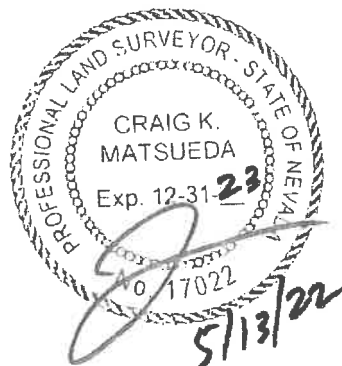


Exhibit "B"
Development Agreement Owner Correspondence

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	Owner Name <u>Richmond American Homes of Nevada Inc.</u>
	Street Address <u>7770 S. Dean Martin Drive, Suite 308</u>
	City, State, ZIP <u>Las Vegas, NV 89139</u>
Applicant/Correspondent	Applicant/Correspondent <u>Kimley-Horn</u>
	Street Address <u>6671 Las Vegas Boulevard South, Suite 320</u>
	City, State, ZIP <u>Las Vegas, NV 89119</u>

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

04/06/22 BCC AGENDA SHEET

SINGLE FAMILY RESIDENTIAL DEVELOPMENT
(TITLE 30)

RICHMAR AVE/LINDELL RD

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

WS-22-0070-ROOHANI KHUSROW FAMILY TRUST & ROOHANI KHUSROW TRS:

WAIVERS OF DEVELOPMENT STANDARDS for the following: 1) increase wall height; and 2) off-site improvements.

DESIGN REVIEWS for the following: 1) single family residential development; 2) modifications to a previously approved planned unit development (single family detached); 3) hammerhead street design; and 4) finished grade on 10.0 acres in an R-E (Rural Estates Residential) Zone (RNP-I) and an R-D (Suburban Estates Residential) Zone.

Generally located between Westwind Road and Mohawk Street, and between Richmar Avenue and Meranto Avenue within Enterprise. JJ/md/jo (For possible action)

RELATED INFORMATION:

APN:

176-24-302-001; 176-24-702-001

WAIVERS OF DEVELOPMENT STANDARDS:

1. Increase the height of a combination screen wall/retaining wall to 12 feet (6 foot screen wall with 6 foot retaining wall) where a maximum height of 9 feet (6 foot screen wall with a 3 foot retaining wall) is permitted per Section 30.64.050 (a 33.3% increase).
2. Waive off-site improvements (sidewalk and streetlights) along Lindell Road, Richmar Avenue, Meranto Avenue, and Mohawk Street where required per Chapter 30.52.

DESIGN REVIEWS:

1. Single family residential development.
2. Modifications to a previously approved planned unit development (single family detached).
3. Allow a street terminating in a hammerhead design where a radius cul-de-sac per Uniform Standard Drawing is preferred per Section 30.56.080.
4. Increase finished grade to 66 inches where a maximum of 36 inches is the standard per Section 30.32.040 (an 83.3% increase).

LAND USE PLAN:

ENTERPRISE - RANCH ESTATE NEIGHBORHOOD (UP TO 2 DU/AC)

BACKGROUND:

Project Description

General Summary

- Site Address: N/A
- Site Acreage: 10
- Number of Lots: 6 (R-D PUD portion)/12 (R-E portion)
- Density (du/ac): 1.8 (R-D PUD portion)/1.7 (R-E portion)
- Minimum/Maximum Lot Size (square feet): 10,843/21,595 (gross - R-D PUD portion)/8,411 and 18,011 (net - R-D PUD portion)/20,194/24,455 (gross - R-E portion)/18,041/23,0373 (net - R-E portion)
- Project Type: Single family residential development
- Number of Stories: 1
- Building Height (feet): 22.5
- Square Feet: 2,830 to 3,479

History & Request

The proposed single family residential development consists of a project site totaling 10 acres. The west portion of the project site, consisting of 2.5 acres and located at the northwest corner of Lindell Road and Richmar Avenue, was previously approved to be reclassified to an R-D zoning district via NZC-0045-17 by the Board of County Commissioners (BCC) in September 2017. A first extension of time for the nonconforming zone change, ET-20-400139 (NZC-0045-17), was subsequently approved by the BCC in January 2021 requiring a completion date of September 6, 2023. The nonconforming zone change was approved for residential planned unit development (PUD) consisting of 6 lots. The Notice of Final Action for the nonconforming zone change stipulated the following Current Planning conditions related to the final design of the residential development: 1) Per revised plans, limited to 6 lots; 2) Design review as a public hearing for significant changes to the plans; 3) Single story homes only; 4) Rear yard setback of 40 feet from the property lines for the southern lots adjacent to Richmar Avenue to allow a 30 foot setback from the landscape easement and wall; and 5) Provide landscaping per Figure 30.64-11 along the north and west property lines. The site plan for the previously approved PUD has been modified to accommodate the aforementioned conditions and the redesign of the subdivision, and includes the following changes: 1) The gross and net lot area of the 6 lots have either increased or decreased (reference chart within "Site Plan" description below); 2) The previously approved detached sidewalk along Richmar Avenue has been replaced with an attached, decomposed granite sidewalk; and 3) Perimeter landscaping along the north and west property lines of the development has been provided per Figure 30.64-11.

The east portion of the project site, consisting of 7.5 acres and located at the northeast corner of Lindell Road and Richmar Avenue, remains as an R-E (RNP-1) zoning district. This portion of the development consists of 12 single family residential lots.

Site Plans

APN 176-24-302-001 (Northwest corner of Richmar Avenue and Lindell Road):

The plans depict a single family residential development consisting of 6 lots on 2.5 acres with a density of 1.8 dwelling units per acre located on the western portion of the project site. This portion of the project site was previously approved as a PUD via NNC-0045-17 and will remain as such. The minimum and maximum gross lot sizes are 10,843 square feet and 21,595 square feet, respectively. The minimum and maximum net lot sizes are 8,441 square feet and 18,011 square feet, respectively. Per the previous condition of approval for NNC-0045-17, a rear yard setback of 40 feet from the property lines for the southern Lots, 3 through 6, adjacent to Richmar Avenue to allow a 30 foot setback from the landscape easement and wall is provided. The table below reflects the proposed changes to the gross and net lot sizes to the previously approved 6 Lot PUD residential development.

Lot Number	Gross Lot Area (sq. ft.) Previously Approved	Proposed Gross Lot Area (sq. ft.)	Difference (sq. ft.)	Previously Approved Net Lot Area (sq. ft.)	Proposed Net Lot Area (sq. ft.)	Difference (sq. ft.)
1	21,768	21,595	-173	18,367	18,011	-356
2	21,734	21,173	-561	17,192	15,901	-1,291
3	10,863	10,843	-20	8,405	8,441	36
4	10,872	10,851	-21	8,806	8,786	-20
5	10,879	10,858	-21	8,814	8,793	-21
6	10,801	12,983	2,182	7,556	8,669	1,113

The sole means of ingress and egress to the 6 Lot residential development is via a 39 foot wide east/west private street (A street) terminating in a previously approved hammerhead street design. A 5 foot wide attached sidewalk is located on the north side of the private street. A 5 foot wide attached decomposed granite sidewalk is located along the south boundary of the site, adjacent to Richmar Avenue. A 5 foot wide detached decomposed granite sidewalk is located along the east boundary of the site, adjacent to Lindell Road. A waiver of development standards is required to permit a decomposed granite sidewalk in lieu of a concrete sidewalk. The waiver of development standards also requests to eliminate the requirement for the installation of streetlights along Richmar Avenue and Lindell Road. A second waiver of development standards will be required to increase the height of a combination screen wall/retaining wall to 10 feet (6 foot screen wall with 4 foot retaining wall) along the east portion of the site for Lots 2 and 6, adjacent to Lindell Road.

APN 176-24-702-001 (Northeast corner of Richmar Avenue and Lindell Road):

The plans depict a single family residential development consisting of 12 lots on 7.5 acres with a density of 1.7 dwelling units per acre located on the eastern portion of the project site. This portion of the project site is not a PUD and was not a part of NNC-0045-17. The minimum and maximum gross lot sizes are 20,194 square feet and 24,455 square feet, respectively. The minimum and maximum net lot sizes are 18,041 square feet and 23,073 square feet, respectively. Lots 7 through 11 are accessed via a 39 foot wide east/west private street (B Street) terminating in a proposed hammerhead street design, requiring a design review. A 5 foot wide attached sidewalk is located on the north side of the private street. Lots 12 through 15 front on Meranto Avenue while Lots 16 through 18 front on Mohawk Street. A 5 foot wide detached decomposed

granite sidewalk is located along the west boundary of the site, adjacent to Lindell Road. A 5 foot wide attached decomposed granite sidewalk is located along the south, north, and east boundaries of the site, adjacent to Richmar Avenue, Meranto Avenue, and Mohawk Street, respectively. A waiver of development standards is required to permit a decomposed granite sidewalk in lieu of a concrete sidewalk. The waiver of development standards also requests to eliminate the requirement for the installation of streetlights along Richmar Avenue, Lindell Road, Meranto Avenue, and Mohawk Street. A second waiver of development standards will be required to increase the height of a combination screen wall/retaining wall to 10.5 feet (6 foot screen wall with 4.5 foot retaining wall) along the east portion of the project site adjacent to Lot 9, and the south portion of the project site along the south portion of the site adjacent to Lots 7 and 8, adjacent to Richmar Avenue. A 12 foot high combination screen wall/retaining wall (6 foot screen wall with 6 foot retaining wall) is located at the southeast corner of lot 8, immediately adjacent to a 5 foot wide drainage channel connecting to Richmar Avenue. A design review to increase finished grade is also requested. The largest increase to increase finished grade is located at the northwest portion of the site, at the intersection of Lindell Road and Richmar Avenue.

Landscaping

The plans depict a 15 foot wide landscape area along Lindell Road, featuring a 5 foot wide detached decomposed granite sidewalk. A 10 foot wide landscape area, located behind a 5 foot wide attached decomposed granite sidewalk, is located along the south property line of Lots 3 through 8, adjacent to Richmar Avenue, and Lot 16 adjacent to Meranto Avenue. Twenty-four inch box trees, in addition to shrubs and groundcover, will be planted along the street frontage. Per the previous condition of NZC-0045-17, landscaping has been provided per Figure 30-.64-11 along the north and west property lines, Lots 1 through 3, for the west portion of the project site (APN 176-24-302-001).

Elevations

The plans depict single story model homes with multiple elevations ranging between 19 feet to 22.5 feet in height. The proposed models consist of a pitched, concrete tile roof featuring stucco siding, stone veneer, and varying rooflines. Architectural enhancements are featured on all elevations including window fenestration, faux shutters, and stucco pop-outs.

Floor Plans

The plans depict single story model homes with multiple floor plans ranging between 2,830 square feet to 3,479 square feet. The models feature multiple bedrooms, bathrooms, dining room, kitchen, study, and a great room. All models feature 3 car garages.

Applicant's Justification

The applicant is requesting to exclude streetlights and sidewalks from being installed on the off-site street frontages. The streetlights and sidewalks are requested to be excluded so the proposed development will appease the existing neighbors and blend in well with the existing developments, giving the surrounding residential area a rural character. In place of the sidewalks, an accessible decomposed granite path will be provided along the off-site street frontages. The decomposed granite path is requested to satisfy the request of the existing residents neighboring the proposed project, to provide a more accommodating surface treatment for equestrian traffic.

The streetlights are requested to be excluded to satisfy the request of the existing residents neighboring the proposed project to preserve the rural character of the area. With the existing terrain of APN 176-24-302-001 featuring approximately 6 feet of fall from west to east and APN 176-24-702-001 featuring approximately 11 feet of fall in the same direction, the perimeter retaining walls along the eastern boundaries of both parcels will need to retain more than 3 feet. APN 176-24-302-001 will require a 4 foot maximum retaining wall along the Lindell Road frontage. APN 176-24-702-001 will require a 4.5 foot retaining wall along the southern and eastern property line. A maximum of 6 feet of screen wall will be placed on top of the retaining walls to provide fall protection and privacy to the lots. The lot areas for the previously approved Planned Unit Development (NZC-0045-17) were adjusted slightly to widen the private street (A Street) from 41 feet to 43 feet. The lot layout was then adjusted to accommodate the widened street section and fit the proposed floor plans within the setbacks established with the R-D (PUD) zoning application, NZC-0045-17, resulting in the modified lot sizes.

Per Code, there are 5 factors that are considered, without limitation, in the determination of the appropriateness of a hammerhead design, which included the following: 1) The number and layout of on-site parking spaces: on-street parking is provided on both sides of the local private streets as well as 2 or 3 parking spaces in each driveway, depending on floor plan chosen for the home site. The hammerhead is justified from a parking standpoint in that larger lots are provided, especially buffer Lots 1 and 2, resulting in a lower overall density, which has less demand for on-site guest parking; 2) Driveway length: the hammerhead design supports full-length, 20 foot, driveways for the proposed lots adjacent to the street termination where a cul-de-sac would otherwise reduce the driveway length to 18 feet to allow the home to fit within setbacks; 3) The number of hammerheads: 2 hammerheads are proposed for this project, 1 for each on-site street, to achieve the proposed site layout. Without the use of hammerheads, lots would have to front Richmar Avenue instead of internal private streets in order to maintain lot sizes at the proposed density due to the greater space taken up by cul-de-sacs; 4) Size of lots: all proposed lots exceed the minimum gross lot area per the zoning standards. Furthermore, Lots 1, 2, 7, and Lot 8 significantly exceed the minimum area requirements, lowering the overall density of the project. The use of cul-de-sacs would reduce the larger lot areas provided, thus justifying the use of hammerheads; and 5) Shape and other constraints of the property: due to the north-south orientation of the existing homes to the west APNs 176-24-313-012 and 176-24-313-013, proposed Lots 1 and 3 are also oriented north-south to avoid the rear yards facing the side yards of the adjacent homes. In addition, due to the orientation of the existing lots to the east APNs 176-24-701-019 & 176-24-701-020, the same condition applies to Lots 8 and 9. This condition generates the need for a hammerhead to provide access and emergency vehicle maneuverability to the lots fronting A Street west of Lindell Road and B Street east of Lindell Road. Therefore, the request is for the use of 2 private hammerheads with a length of less than 300 feet each from the adjacent intersection.

The existing terrain of the parcel features approximately 11 feet of fall across the site from west to east. The highest existing grade, at the northwest corner of the parcel is 2,421 feet and the lowest existing grade, at the furthest east corner, is 2,410 feet. With the development of the residential community, portions of the site will be filled to elevate the finished grade relative to the adjacent existing grades in order to protect the site from off-site storm water flows and maintain historical and planned drainage patterns. A maximum height of 5.5 feet of fill will be

required to satisfy the design criteria for this site. The maximum finished grade on-site will be 2,428 feet and approximately 14,000 cubic yards of fill material is anticipated for this project. A maximum height of 5.5 feet of fill; therefore, is requested for the design review to account for the highest proposed finished floor elevation relative to existing grade on-site.

Prior Land Use Requests

Application Number	Request	Action	Date
ET-20-400139 (NZC-0045-17)	First extension of time reclassifying a 2.5 acre portion of the project site to R-D zoning	Approved by BCC	January 2021
NZC-0045-17	Reclassified a 2.5 acre portion of the project site from R-E (RNP-I) to R-D zoning for a residential planned unit development	Approved by BCC	September 2017

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North & East	Ranch Estate Neighborhood (up to 2 du/ac)	R-E (RNP-I)	Single family residential
South	Ranch Estate Neighborhood (up to 2 du/ac), Low Intensity Suburban Neighborhood (up to 5 du/ac), & Open Lands	R-E (RNP-I) & R-2	Single family residential
West	Low Intensity Suburban Neighborhood (up to 5 du/ac)	R-D	Single family residential

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

Related Applications

Application Number	Request
TM-22-500027	A tentative map for 18 single family residential lots is a companion item on this agenda.
VS-22-0071	A vacation and abandonment for easements is a companion item on this agenda.
WC-22-400018 (NZC-0045-17)	A waiver of conditions for full off-site improvements 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

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 increased height to the combination screen wall/retaining wall is necessary due to the topographical features of the overall project site. The increased wall height should have minimal to no impact on the surrounding land uses and properties; therefore, staff recommends approval.

Design Review #1

Architectural enhancements, including varying rooflines, are provided on all sides of the proposed residences. Staff finds that the design of the residences and the overall site comply with Policy 1.3.1 of the Master Plan which encourages the integration of varied housing models, architectural styles, streetscapes, common landscape areas, and other character-defining features that contribute to a distinct neighborhood identity. The project complies with Policy 1.3.2 that encourages a mix of housing options, both product types and unit sizes, within larger neighborhoods. The overall design of the development provides adequate vehicle and pedestrian circulation; therefore, staff recommends approval.

Design Review #2

The modifications to the 6 lot PUD, located on the western 2.5 acres of the project site, are necessary to accommodate the previously approved conditions for NZC-0045-17. The modifications to the PUD meet the intent of the original approval, and should have no impact on the surrounding land uses and properties. Therefore, staff recommends approval.

Design Review #3

Staff has no objection to the proposed hammerhead street design within the development since it is consistent with and similar to the previous approval associated with NZC-0045-17. The proposed hammerhead effects 6 lots within the R-E zoned portion of the development. The 6 lots serviced by the hammerhead street exceed both the gross and net lots sizes for the R-E zoning district; therefore, staff recommends approval.

Public Works - Development Review

Waiver of Development Standards #2

Staff cannot support the request to not install full off-sites on Lindell Road, Meranto Avenue, Mohawk Street, and Richmar Avenue when there are full improvements proposed on Richmar Avenue and Lindell Road south of the subject site. Historical events have demonstrated how important off-site improvements are for drainage control. Full width paving allows for better traffic flow and sidewalks on public streets provide safer pathways for pedestrians and for

children to walk to school. Additionally, the proposed decomposed granite path will not comply with the ADA. Therefore, staff cannot support this request.

Design Review #4

This design review represents the maximum grade difference within the boundary of this application. This information is based on preliminary data to set the worst case scenario. Staff will continue to evaluate the site through the technical studies required for this application. Approval of this application will not prevent staff from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approval.

Department of Aviation

The property lies just outside the AE-60 (60-65 DNL) noise contour for the Harry Reid International Airport and is subject to continuing aircraft noise and over-flights. Future demand for air travel and airport operations is expected to increase significantly. Clark County intends to continue to upgrade the Harry Reid International Airport facilities to meet future air traffic demand.

Staff Recommendation

Approval of waiver of development standards #1 and the design reviews; denial of waiver of development standards #2.

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

PRELIMINARY STAFF CONDITIONS:

Current Planning

If approved:

- 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 substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that this application must commence within 4 years of approval date or it will expire.

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 excluding streetlights and concrete sidewalks;
- Install conduit and pull boxes for streetlights;
- Execute a License and Maintenance Agreement for any non-standard improvements and decomposed granite paths within the right-of-way;
- Applicant to coordinate a contribution with Public Works for streetlights and concrete sidewalks;
- Right-of-way dedication to include 35 feet to the back of curb for Lindell Road, 30 feet for Meranto Avenue, 30 feet for Mohawk Street, 30 feet for Richmar Avenue, and associated spandrels.
- 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.

Department of Aviation

- Applicant is advised that issuing a stand-alone noise disclosure statement to the purchaser or renter of each residential unit in the proposed development and to forward the completed and recorded noise disclosure statements to the Department of Aviation's Noise Office is strongly encouraged; that the Federal Aviation Administration will no longer approve remedial noise mitigation measures for incompatible development impacted by aircraft operations which was constructed after October 1, 1998; and that funds will not be available in the future should the residents wish to have their buildings purchased or soundproofed.

Fire Prevention Bureau

- No comment.

Clark County Water Reclamation District (CCWRD)

- No comment.

TAB/CAC: Enterprise - approval (landscape terrace; provide architectural enhancements and pop-outs for wall over 9 feet adjacent to right-of-way; delete Public Works conditions #4 and #5; and waiver for full off-site improvements except paving to rural standards).

APPROVALS:

PROTESTS:

APPLICANT: RICHMOND AMERICAN HOMES OF NEVADA, INC.

CONTACT: KIMLEY HORN, 6671 LAS VEGAS BOULEVARD SOUTH, SUITE 320, LAS VEGAS, NV 89119



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

March 29, 2022

KIMLEY HORN
6671 LAS VEGAS BOULEVARD SOUTH, SUITE 320
LAS VEGAS, NV 89119

APPLICATION #: WS-22-0070

Please be advised that this matter will be on the Clark County Board of County Commissioners agenda on **April 06, 2022**, at the hour of **9:00 a.m.**, in the Commission Chambers, CLARK COUNTY GOVERNMENT CENTER, 500 S. Grand Central Parkway, Las Vegas, Nevada.

REPRESENTATION IS MANDATORY AT THE ABOVE MENTIONED MEETING.

Audio visual equipment is available in the chambers for your use in presenting the agenda item. Please be advised that any presentation materials, for which there is no duplicate on file, must be retained for public records. If you plan to use slides or DVD(s) to present your item, please call (702) 455-4320 at least 24 hours prior to the meeting. Please do not submit any original slides, DVD(s), renderings, photographs, or other exhibits, unless you have a copy for your records. Any items you submit at the meeting must be retained for public record.

Items on the agenda under the "Routine" header may be approved in one hearing and in one motion. Items on the agenda under the "Non-Routine" header will be considered separately. *Your item number on the agenda coincides with the page number at the bottom of the attached document. A copy of the agenda can also be found on our website at <https://clark.legistar.com/Calendar>.*

Please read the attached document. It contains your **"Project Description," "Staff Recommendation,"** and **"Preliminary Staff Conditions."** Please check the attached document for accuracy and for your concurrence. If you have any questions regarding this information, please notify this department prior to the meeting date by emailing zoningmeeting@clarkcountynv.gov.

It is the applicant's responsibility to keep the application current and to provide a current contact name, address (including email address), and phone number to this department at the address listed above. This information must be submitted in writing with the application number referenced.

PERMIT INFORMATION:

Any plans for construction that have had, or will have commission action, will require permits approved through the Permit Application Center (PAC). All building permit applications must be submitted to PAC and all applicable plan check fees paid before building/grading permit applications will be reviewed. You may submit to PAC while waiting for your commission hearing.

BOARD OF COUNTY COMMISSIONERS

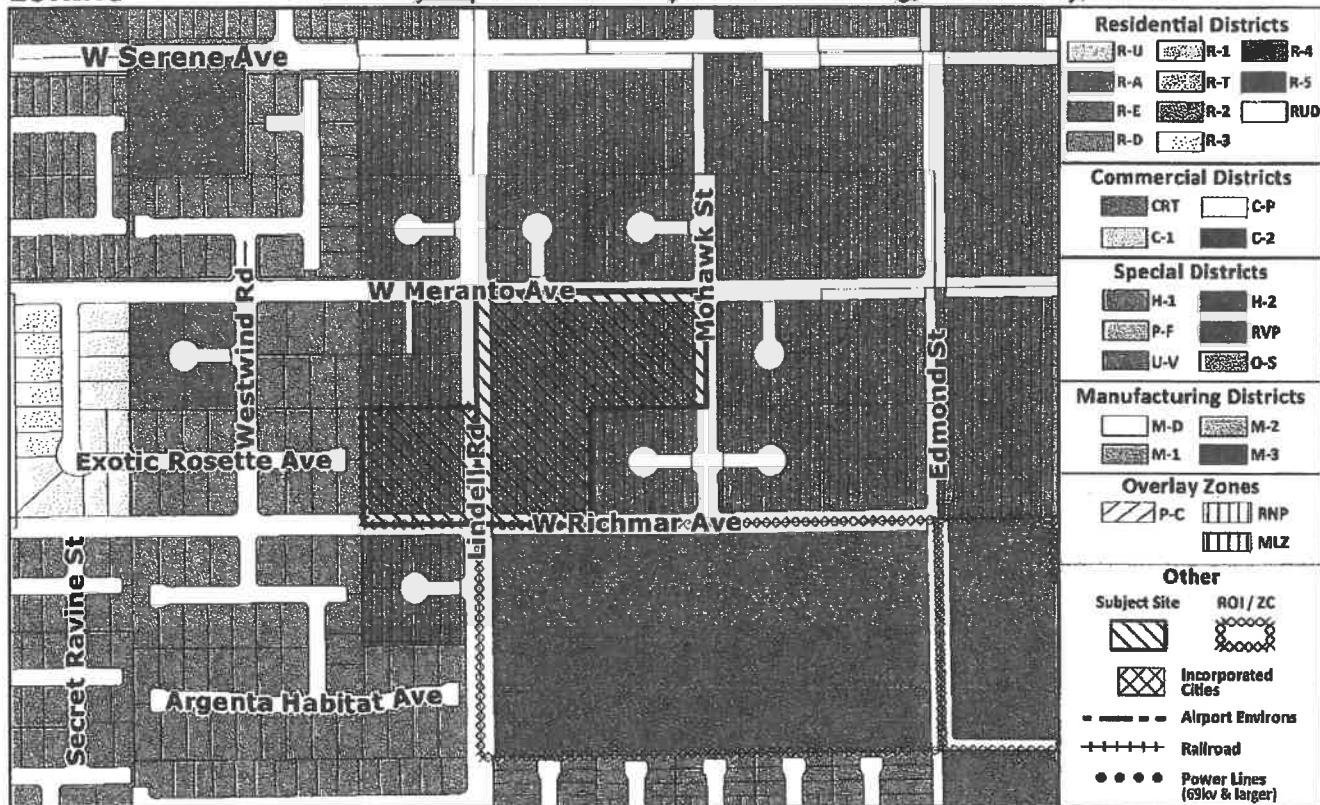
JAMES B. GIBSON, Chair • JUSTIN C. JONES, Vice Chair
MICHAEL NAFT • MARILYN KIRKPATRICK • TICK SEGERBLOM • ROSS MILLER • WILLIAM MCCURDY II
YOLANDA T. KING, County Manager

Commission Agenda Map

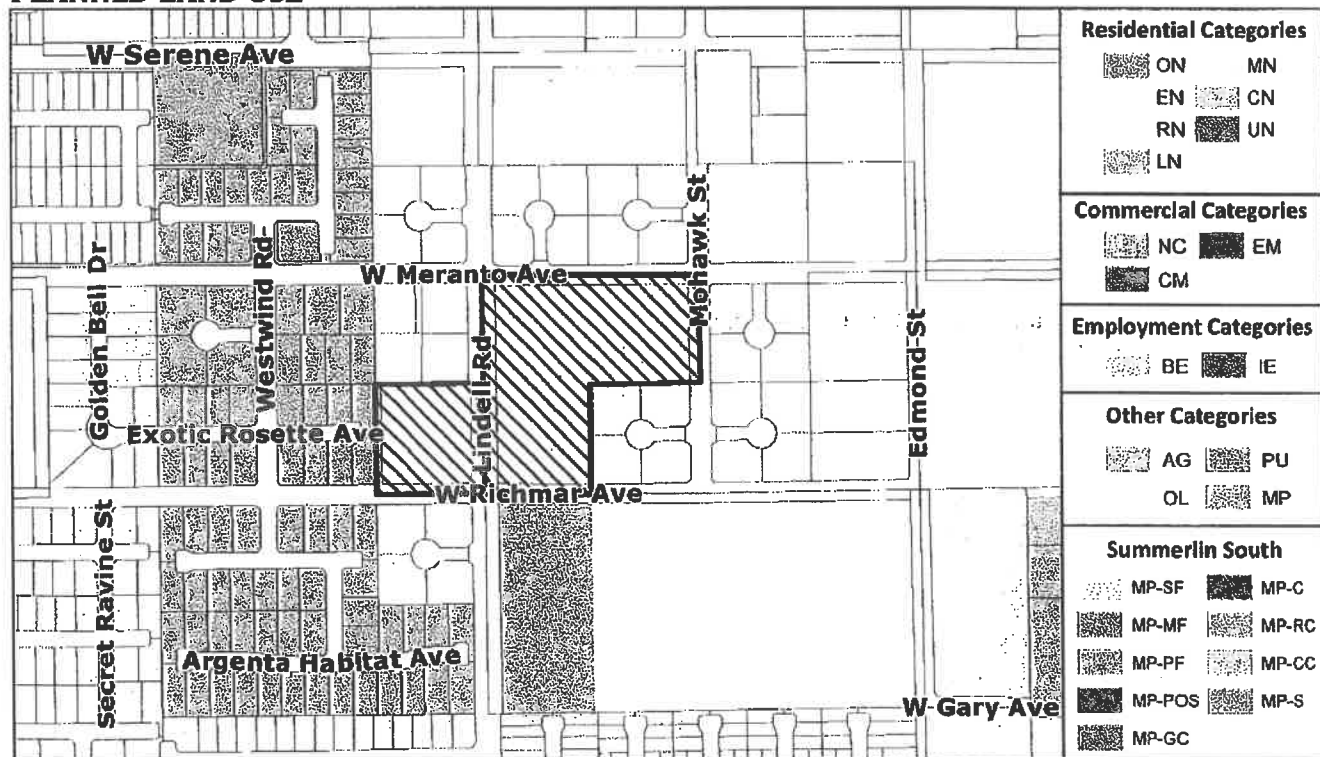
WS-22-0070

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)
17624302001
17624702001



0 125 250 500 Feet
Map Created on 2/8/2022



176-24-3

