

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

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

Recommendation: ORD-22-900690: Conduct a public hearing to consider adoption of a Development Agreement with Eldorado Lane LLC for an office/warehouse (Buffalo & Eldorado) on 1.0 acre, generally located north of Eldorado Lane and west of Buffalo Drive within Spring Valley. MN/dd (For possible action).

FISCAL IMPACT:

None by this action.

BACKGROUND:

The Board of County Commissioners (Board) approved a land use application NZC-22-0208 for an office/warehouse (Buffalo & Eldorado) on 1.0 acre, generally located north of Eldorado Lane and west of Buffalo Drive within Spring Valley. Conditions of approval included the developer and/or owner entering into a Development Agreement prior to any permits being issued in order to provide their fair-share contribution towards public infrastructure necessary to provide service in the southwest portion of the Las Vegas Valley.

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

Staff recommends the Board conduct a public hearing.

Cleared For Agenda
01/04/23

BILL NO. 12-21-22-1

SUMMARY - An ordinance to adopt a Development Agreement with Eldorado Lane LLC for an office/warehouse (Buffalo & Eldorado) on 1.0 acre, generally located north of Eldorado Lane and west of Buffalo Drive within Spring Valley.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT A DEVELOPMENT AGREEMENT
WITH ELDORADO LANE LLC FOR AN OFFICE/WAREHOUSE
(BUFFALO & ELDORADO) ON 1.0 ACRE, GENERALLY LOCATED
NORTH OF ELDORADO LANE AND WEST OF BUFFALO DRIVE
WITHIN SPRING VALLEY, AND PROVIDING FOR OTHER
MATTERS PROPERLY RELATED THERETO.

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

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.20 of the Clark County Code, a Development Agreement with Eldorado Lane LLC for an office/warehouse (Buffalo & Eldorado) on 1.0 acre, generally located north of Eldorado Lane and west of Buffalo Drive within Spring Valley, is hereby adopted.

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

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

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

PROPOSED on the _____ day of _____, 2022

INTRODUCED by: _____

PASSED on the _____ day of _____, 2023

VOTE:

AYES: _____

NAYS: _____

ABSTAINING:

ABSENT:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
JAMES B. GIBSON, Chair

ATTEST:

Lynn Marie Goya, County Clerk

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

APN(s): **176-09-511-003**

Please Return to: Sami Real

Comprehensive Planning Department

1st Floor, Clark County Government Center

500 South Grand Central Parkway

Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK

AND

ELDORADO LANE LLC

FOR

BUFFALO & ELDORADO

ORD-22-900690

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

SECTION 1 – DEFINITIONS

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

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

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

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

and

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

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

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

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

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

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

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

- (f) "Concurrent Approvals" means the zoning, land use or map approvals and authorizations, relating to the Subject Property, together with the applicable conditions, as granted by the County Commission, including without limitation those approvals and conditions of approval per **NZC-22-0208**, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.
- (g) "County" means the County of Clark, State of Nevada together with its successors and assigns.
- (h) "County Commission" means the Board of County Commissioners or Planning Commission of the County of Clark, State of Nevada.
- (i) "County Master Plan" means the comprehensive plan adopted by the County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use, development guides and elements, including the land use and development guide and the general plan map for unincorporated portions of the Las Vegas Valley adopted by the County Commission on January 24, 1974, except as amended by the adoption of more recent plans in effect as of the Effective Date.
- (j) "Development Agreement Ordinance" means Chapter 30.20 of the Clark County Unified Development Code (Title 30) along with any other Chapters of the Clark County Code that are relevant to this Agreement.
- (k) "Effective Date" means the date, on or after the adoption by the County Commission, of an ordinance approving execution of this Agreement whereas the Agreement has been executed and signed by both parties, that this Agreement is recorded in the Office of the County Recorder of Clark County, Nevada.
- (l) "NDOT" means Nevada Department of Transportation.
- (m) "NRS" means Nevada Revised Statutes.
- (n) "PFNA" means the Southwest Las Vegas Valley Public Facilities Needs Assessment Report, dated December 1, 2000, incorporated herein by this reference and approved by the County Commission on January 2, 2001.
- (o) "Project" means the Subject Property and the proposed development of the Subject Property described in this Agreement.
- (p) "Subject Property" means that certain real property, which Owner owns or has the right to acquire, located in the County and more particularly described on Exhibit "A".
- (q) "Term" means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.

SECTION 2 – RECITAL OF PREMISES, PURPOSE AND INTENT

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

- (a) Statutory Authorization. The County is authorized, pursuant to NRS §278.0201 through 278.0207, inclusive, to enter into binding Development Agreements with persons having a legal or equitable interest in real property to establish long range plans for the development of such property.
- (b) Ownership Interest. Owner represents that it has, will acquire, or has the right to acquire, fee title ownership of the Subject Property.
- (c) County Authorization, Hearing and Ordinance. All preliminary processing with regard to the Project has been duly completed in conformance with all applicable laws, rules and regulations. The County Commission, having given notice as required by law, held a public hearing on Owner's application seeking approval of the form of this Agreement and the execution hereof by the County. At the described meeting, the County Commission found that this Agreement is consistent with the County's plans, policies and regulations, including the County Master Plan, that the Agreement meets the requirements of Title 30 of the Code, and that the execution hereof by and on behalf of the County is in the public interest and is lawful in all respects. During the same meeting at which the public hearing was held, the County Commission adopted the Ordinance approving this Agreement and authorizing the execution hereof by duly constituted officers of the County. Said ordinance was scheduled to be effective two weeks after adoption. County agrees to record a certified copy of the ordinance as required by NRS §278.0207.
- (d) County Intent. The County desires to enter into this Agreement in conformity with the requirements of NRS, and as otherwise permitted by law, and this Agreement to provide for public services; public uses and urban infrastructure; to promote the health, safety and general welfare of the County and its inhabitants; to minimize uncertainty in planning for and securing orderly development of the Project and surrounding areas; to insure attainment of the maximum efficient utilization of resources within the County at the least economic cost to its citizens; and to otherwise achieve the goals and purposes for which the State statute and County ordinance authorizing Development Agreements were enacted.
- (e) Owner Intent. In accordance with the legislative intent evidenced by NRS §278.0201 through §278.0207, inclusive, authorizing Development Agreements and the intent of the County in adopting an ordinance allowing Development Agreements, Owner wishes to obtain reasonable assurances that Owner may develop the Project in accordance with the conditions established in this Agreement. Owner acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time. In order to develop the Subject Property, Owner is willing to enter into this Development Agreement in order to pay Owner's fair share of the costs to provide certain public services, facilities, and infrastructure in the area of this Project. Owner further acknowledges that this Agreement was made a part of the County Record at the time of its approval by the County Commission and that the Owner agrees without protest to the requirements, limitations, or conditions imposed by this Agreement and the Concurrent Approvals.
- (f) Acknowledgment of Uncertainties. The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Project be developed in the manner contemplated by this Agreement. Among such circumstances is the unavailability of water or other limited natural resources, federal regulation of air and water quality, and similar conditions. Owner recognizes that water shortages could affect the County's ability to perform its obligations hereunder. Owner further acknowledges and agrees this Agreement does not relieve the Owner from compliance with existing, changed, modified or amended rules regulations, laws, ordinances, resolutions, fees codes, etc., of other governmental agencies. Such rules, regulations, laws, ordinances, resolutions, fees, codes, etc. of governmental entities must be complied with by the

Owner and are not locked in nor a part of this Agreement. It is not the intent of the parties nor shall this Section be construed as excusing the County of any obligation hereunder or depriving Owner of any right under this Agreement, which can be performed.

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

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

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

SECTION 3 – DEVELOPMENT OF THE PROJECT

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

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

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

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

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

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

SECTION 4 – PUBLIC FACILITIES

4.01 Public Facilities. Owner agrees that prior to issuance of any building permit for a single family dwelling, multiple family dwelling, retail, office, industrial or hotel use in the Project, they will pay the fees

as set forth in the Public Facilities Chart below, hereinafter referred to as Chart 4.01-A, except as modified by this Section 4.01.

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

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

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

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

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

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

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

flood and drainage facilities identified in the Drainage Study which are necessary for the flood protection of the Subject Property or for the mitigation of any downstream flood impacts caused by the development of the Subject Property.

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

SECTION 5 – REVIEW AND DEFAULT

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

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

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

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

(a) County Procedures

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

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

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

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

(b) Owner Procedures

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

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

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

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

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

5.05 Unavoidable Delay or Default, Extension of Time for Performance. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, acts of terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than County) to perform acts or deeds necessary for the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties. If written notice of any such delay is given to County within thirty

(30) calendar days after the commencement thereof, an automatic extension of time, unless otherwise objected to by County within ten (10) business days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between County and Owner.

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

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

SECTION 6 – CONFLICTING LAWS

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

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

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

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

6.03 Cooperation in Securing Permits. The County shall use its Best Efforts to cooperate with Owner in securing any County permits, licenses or other authorizations which may be required as a result of any

amendment or suspension resulting from actions initiated under this Section 6. Owner will be responsible to pay all applicable fees in connection with securing of the permits.

SECTION 7 – GENERAL PROVISIONS

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

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

7.03 Assignment.

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

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

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

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

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

7.05 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, Owner shall hold County, its officers, agents, employees, and representatives harmless from liability for damage or claims for

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

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

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

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

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

John LaBreche

PRINT OWNER NAME

ENTITY NAME:

Eldorado Lane LLC

PRINT ENTITY NAME

By:

[Signature]
Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA)

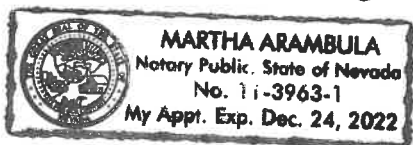
)ss:

COUNTY OF CLARK)

This instrument was acknowledged before me on the 10th day of November, 2022,

by John LaBreche

(Printed Name of Document Signer)



NOTARY PUBLIC

[Signature]
Signature

My Commission expires: December 24, 2022

Exhibit "A"
Legal Description

(see next page for attachment)

LEGAL DESCRIPTION FOR APN: 176-09-511-003

BEING A PART OF LOT 1 OF TOWNE STORAGE BUFFALO RECORDED IN BOOK 155, PAGE 52 OF PLATS ON FILE IN THE CLARK COUNTY NEVADA RECORDERS OFFICE, LYING WITHIN THE EAST HALF 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 9, SAID POINT ALSO BEING THE CENTERLINE INTERSECTION OF ELDORADO LANE AND BUFFALO DRIVE; THENCE ALONG THE EAST LINE THEREOF AND THE CENTERLINE OF BUFFALO DRIVE, NORTH $00^{\circ}22'44''$ WEST, 178.33 FEET; THENCE DEPARTING SAID EAST LINE AND THE CENTERLINE OF BUFFALO DRIVE, SOUTH $89^{\circ}37'16''$ WEST, 45.00 FEET TO THE WESTERLY RIGHT OF WAY OF BUFFALO DRIVE AND THE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY RIGHT OF WAY, SOUTH $00^{\circ}22'44''$ EAST, 123.86 FEET; THENCE SOUTH $89^{\circ}37'16''$ WEST, 5.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH $89^{\circ}37'16''$ WEST; THENCE SOUTHWESTERLY AND TO THE RIGHT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $89^{\circ}35'58''$, AN ARC LENGTH OF 39.10 FEET TO THE NORTHERLY RIGHT OF WAY OF ELDORADO LANE; THENCE ALONG SAID RIGHT OF WAY, SOUTH $89^{\circ}13'14''$ WEST, 258.99 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG SAID WEST LINE, NORTH $00^{\circ}23'06''$ WEST, 152.70 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH $89^{\circ}58'34''$ EAST, 288.84 FEET TO THE WESTERLY RIGHT OF WAY OF BUFFALO DRIVE AND THE POINT OF BEGINNING.

ALSO SHOWN AS LOT 2A ON RECORD OF SURVEY ON FILE 209, PAGE 82 OF SURVEYS, AND RECORDED NOVEMBER 13, 2018 IN BOOK 20181113 AS DOCUMENT NO. 01949 OF OFFICIAL RECORDS IN CLARK COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION WAS PREPARED BY JOHN E. FORSMAN, P.L.S. PROFESSIONAL LAND SURVEYOR, STATE OF NEVADA LICENSE NO. 10053.

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

ELDORADO LANE LLC

PO BOX 80087

LAS VEGAS, NV 89180

Applicant/Correspondent

ELDORADO LANE LLC

PO BOX 80087

LAS VEGAS, VN 89180

Exhibit "C"
Agenda Sheet, Notice of Final Action, and Agenda Map

(see next page for attachments)

OFFICE/WAREHOUSE
(TITLE 30)

UPDATE
BUFFALO DR/ELDORADO LN

PUBLIC HEARING
APP. NUMBER/OWNER/DESCRIPTION OF REQUEST
NZC-22-0208-ELDORADO LANE LLC:

ZONE CHANGE to reclassify 1.0 acre from a C-1 (Local Business) Zone to an M-D (Designed Manufacturing) Zone.

WAIVERS OF DEVELOPMENT STANDARDS for the following: **1)** modified CMA Design Overlay District Standards; **2)** permit access to a local street where not permitted; **3)** modified driveway design standards; and **4)** modified street standards.

DESIGN REVIEW for an office/warehouse building with accessory outside storage in the CMA Design Overlay District.

Generally located on the west side of Buffalo Drive and the north side of Eldorado Lane within Spring Valley (description on file). MN/md/jo (For possible action)

RELATED INFORMATION:

APN:
176-09-511-003

WAIVERS OF DEVELOPMENT STANDARDS:

1. a. Allow modified landscape and screening requirements (10 foot wide landscape area without a 6 foot high decorative masonry wall) along a public street (Eldorado Lane) for loading areas with roll-up, overhead doors, and areas intended for large semi-truck parking per Section 30.48.660.
- b. Allow loading areas with roll-up, overhead doors, and areas intended for large semi-truck parking to locate within the front (Eldorado Lane) of the complex where location in the rear of the complex in a service yard is required per Section 30.48.640.
2. Permit access to a local street (Eldorado Lane) where developments shall not access local streets per Table 30.56-2.
3. Reduce the throat depth for proposed driveway on Eldorado Lane to 11 feet where a minimum depth of 25 feet is required per Uniform Standard Drawing 222.1 (a 56% reduction).
4. Reduce the departure distance for a proposed driveway on Eldorado Lane to 92 feet where a distance of 190 feet is required to Buffalo Drive per Uniform Standard Drawing 222.1 (a 51.6% reduction).

LAND USE PLAN:
SPRING VALLEY - NEIGHBORHOOD COMMERCIAL

BACKGROUND:

Project Description

General Summary

- Site Address: N/A
- Site Acreage: 1
- Project Type: Office/warehouse
- Number of Stories: 1
- Building Height (feet): 35
- Square Feet: 12,720 (office/warehouse)/2,956 (outside storage)
- Parking Required/Provided: 23/23

Neighborhood Meeting Summary

This request is for a nonconforming zone change to reclassify 1 acre from a C-1 zoning district to an M-D zoning district to allow for an office/warehouse building with accessory outside storage. The applicant conducted a neighborhood meeting on December 2, 2021, as required by the nonconforming zone boundary amendment process. The required meeting notices were mailed to the neighboring property owners within 1,500 feet of the project site. No neighbors attended the meeting.

Site Plans

The plans depict a single story office/warehouse building with accessory outside storage yards located on the east and west sides of the structure. The office/warehouse building has been designed with the following setbacks: 1) 10 feet from the north property line, adjacent to the existing mini-warehouse; 2) 82 feet from the south property line, adjacent to Eldorado Lane; 3) 25 feet from the west property line, adjacent to an undeveloped parcel; and 4) 25 feet from the east property line, adjacent to Buffalo Drive. The first outside storage yard, located on the east side of the building, is set back 5.5 feet from the 15 foot wide street landscape area along Buffalo Drive. The outside storage yard will be screened from the right-of-way by an 8 foot high decorative block wall, located between the yard and the street landscaping. The second outside storage yard, located on the west side of the building, is set back 4.5 feet from the west property line. A decorative block wall, measuring 8 feet in height, will be constructed along the west property line of the site. A 5 foot wide detached sidewalk is located along Buffalo Drive and a 5 foot wide attached sidewalk is located adjacent to Eldorado Lane. Access to the project site is granted via a single commercial driveway along Eldorado Lane, necessitating a waiver for access to a local street. Waivers are also required to reduce the throat depth for the commercial driveway and to reduce the departure distance from the intersection of Buffalo Drive and Eldorado Lane. The required loading zones are located immediately south of the outside storage yards. **Three parking spaces, located immediately south of the building, were removed from the parking lot.** The proposed development requires 23 parking spaces where 23 spaces have been provided.

Landscaping

The plans depict a proposed 15 foot wide landscape area, including a 5 foot wide detached sidewalk, located along Buffalo Drive. A 10 foot to 12 foot wide landscape area, located behind a 5 foot wide attached sidewalk, is located adjacent to Eldorado Lane. The street landscape area

consists of 24 inch box trees, planted 15 feet to 20 feet on center, in addition to shrubs and groundcover. A waiver is required since a decorative masonry wall is required behind the landscaping along Eldorado Lane to screen the overhead roll-up doors from the right-of-way. Interior parking lot landscaping is equitably distributed throughout the interior of the project site. An additional landscaped area consisting of trees and groundcover is provided within the 4 foot to 5.5 foot setback between the decorative block wall and the outside storage areas on both sides of the building.

Elevations

The elevations depict a proposed warehouse building with an overall height of 35 feet to the top of the parapet roof. The north, south, east, and west elevations consist of a varying roofline with concrete tilt-up paneling painted with neutral colors in a gray palette. The south elevation of the building, oriented towards Eldorado Lane, features 2 grade overhead roll-up doors measuring 14 feet in height. A waiver is required to permit the overhead roll-up doors to face Eldorado Lane. All rooftop mounted equipment will be screened from public view and the right-of-way by the parapet wall system. **The revised plans depict the relocation of 2 grade level doors to the southeast and southwest corners of the building. The main entrance to the building was relocated to the central portion (south exterior) of the building.**

Floor Plans

The plans depict a 12,720 square foot office/warehouse building that will be divided into 2 tenant spaces, each consisting of 6,360 square feet. Each tenant space features an accessory outside storage yard consisting of 1,478 square feet. Access to the outside storage yards is granted via a decorative wrought iron gate with decorative mesh screening.

Signage

Signage is not a part of this request.

Applicant's Justification

According to the applicant, the request to reduce the throat depth along Eldorado Lane is justified as a grade level property with no truck docks and adequate parking, the applicant further stated that the standard is necessary on this project in relation to 'stacking' issues. The applicant has provided 99 feet of departure distance from the intersection of Buffalo Drive and Eldorado Lane and indicates this is due primarily to meet a Fire Department requirement related to their vehicles not being permitted to travel beyond the 150 foot drive aisle. Therefore, the driveway is located close to the center alignment within the property. The overhead doors facing Eldorado Lane are made out of steel and opaque glass for decorative purposes and will be an architectural enhancement to the building and the neighborhood. Eldorado Lane is not a through street in either the east or west directions and there are no plans to make Eldorado Lane a thoroughfare. Therefore, the vehicles coming to this site will access it from Buffalo Drive and this is truly the only way in and out of the area. This project will not be receiving semi-tractor trailers nor is it designed for such. There are 2 grade level doors only and are specified as tempered glass overhead doors, which will be functional yet decorative in nature. The current landscape planter on Eldorado Lane is 10.5 feet at the corner of Buffalo Drive and Eldorado Lane, 12 feet at the east side of the driveway, 13 feet at the west side of the driveway and 145 feet at the west end of the project.

Prior Land Use Requests

Application Number	Request	Action	Date
UC-18-0625	Vehicle (truck) rental - expired	Approved by PC	October 2018
DR-18-0018	Signage in conjunction with an approved mini-warehouse facility - expired	Approved by BCC	March 2018
VS-0767-15	Vacated government patent easements	Approved by PC	January 2016
TM-0196-15	Commercial subdivision	Approved by PC	January 2016
DR-0537-15	Mini-warehouse facility - expired	Approved by BCC	October 2015
NZC-0818-04 (ET-0255-07)	First extension of time for a mini-warehouse facility	Approved by BCC	September 2007
NZC-0818-04	Reclassified the site from R-E to C-1 zoning for a mini-warehouse facility	Approved by BCC	September 2004

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North	Neighborhood commercial	C-1	Commercial center
South	Neighborhood commercial	R-E	Undeveloped
East	Mid-Intensity Suburban Neighborhood (up to 8 du/ac)	R-2	Single family residential
West	Public Use	P-F	Clark County Fire Station #30 & undeveloped

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

STANDARDS FOR APPROVAL:

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

Analysis**Current Planning**Zone Change

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

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

The applicant states the proposed project has been designed to blend into the neighborhood and develop a single vacant lot on the west side of Buffalo Drive located on the northwest corner of Buffalo Drive and Eldorado Lane, and between Eldorado Lane and Warm Springs Road. Existing business types from Warm Springs Road to Eldorado Lane are as follows: gas station/convenience store, small plaza, which includes restaurants, bar, and salon. It is next to an animal hospital and a self-storage facility immediately adjacent to the proposed project. This project will be consistent with the character of the neighborhood and an enhancement.

Immediately to the north of the project site is a developed parcel with a mini-warehouse facility zoned C-1 with a planned land use of Neighborhood Commercial. To the west of the proposed development is a predominantly undeveloped parcel zoned P-F with a planned land use of Public Use. Clark County Fire Station 30 is located at the southwest corner of this parcel, adjacent to Robindale Road. To the south of the project site, across Eldorado Lane, is an undeveloped parcel zoned R-E with a planned land use of Neighborhood Commercial. To the east of the proposed development, across Buffalo Drive, is a single family residential development zoned R-2 with a planned land use of Mid-Intensity Suburban Neighborhood. The trend in this area is for both single family residential development and neighborhood commercial development. The proposed zone change to M-D zoning for a proposed office/warehouse is not consistent and compatible with the existing and approved development in this area and is not appropriate for this location.

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

According to the applicant, the density or intensity of the uses allowed by the amendment will be compatible with the existing planned land use in the surrounding area. The applicant constructed a similar project in at 7155 S. Buffalo Drive, which now consists of community related businesses such as sports training with various personal training businesses, small business with office and storage. This speculative shell building project is the same type of product as 7155 S. Buffalo Drive, and the owner expects to attract the same type of tenants. These potential tenants will allow for more community related uses and the possibility for the surrounding homeowners to have their businesses close by, thus reducing their commute and fuel consumption and ultimately a reduction in air pollution.

Immediately to the north of the project site is a developed parcel with a mini-warehouse facility zoned C-1 with a planned land use of Neighborhood Commercial. To the west of the proposed development is a predominantly undeveloped parcel zoned P-F with a planned land use of Public Use. Clark County Fire Station 30 is located at the southwest corner of this parcel, adjacent to Robindale Road. To the south of the project site, across Eldorado Lane, is an undeveloped parcel zoned R-E with a planned land use of Neighborhood Commercial. To the east of the proposed development, across Buffalo Drive, is a single family residential development zoned R-2 with a density of 5.4 dwelling units per acre and a planned land use of Mid-Intensity Suburban Neighborhood. The M-D zoning district permits multiple land uses by right, such as a dry cleaning plant, food processing, ice and cold storage plant, and sign manufacturing, all of which may not be compatible with the surrounding residential and neighborhood commercial uses. Furthermore, the request to reclassify the subject property to an M-D zoning district constitutes

“spot zoning”, or the reclassification of an isolated parcel of land, which is detrimental or incompatible with the uses of the surrounding area. Therefore, staff finds that the density and intensity of the proposed project, an office/warehouse with accessory outside storage, is not compatible with the existing and planned land uses in the surrounding area.

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

The applicant indicates there will not be a substantial adverse effect on public facilities and/or services: such as roads, schools, parks, fire and police facilities, and stormwater or drainage facilities, as a result of the proposed use. The proposed project is sized properly for the existing community and is compatible with the area. The RISE report shows that bringing a small 2 tenant, 12,720 square foot building to the community will not add additional stressors to the community's existing resources and infrastructure.

There has been no indication from service providers that this request will have a substantial adverse effect on public facilities and services.

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

The applicant states the proposed amendment conforms to other applicable adopted plans, goals, and policies of the Master Plan. This proposed project is being developed in accordance with Title 30 standards for an M-D zone staying consistent with the goals of the community. Staff finds the isolated location of the requested M-D zoning, in relation to the surrounding zoning districts, is not compatible with the existing land uses.

Summary

Zone Change

Staff finds that there has not been a change in law and policies that make this request appropriate for the area. The reclassification of this site to an M-D zoning district for the proposed project would allow potentially incompatible uses with the developed R-2 zoning district to the east, across Buffalo Drive, and the developed and undeveloped parcels in the surrounding area with a planned land use of neighborhood commercial. Staff finds that the proposed request does not satisfy all of the requirements of a compelling justification to warrant approval of the nonconforming zone boundary amendment to M-D zoning; therefore, staff recommends denial.

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

Staff finds the 10 foot to 12 foot wide landscape area along Eldorado Lane, including the row of trees planted 15 feet to 20 feet on center, should adequately screen the overhead roll-up doors located on the south side of the building facing towards Eldorado Lane. Furthermore, the undeveloped R-E zoned parcel to the south, across Eldorado Lane, is planned for Neighborhood Commercial Uses. However, since staff is not supporting the nonconforming zone change, waiver of development standards #2, and the design review, staff cannot support this request.

Waiver of Development Standards #2

Per the Development Code, this segment of Eldorado Lane is considered a “non-residential” local street, which provides access to adjacent commercial and industrial properties within non-residential use districts. The intent of not allowing non-residential development to access a local street is to ensure commercial traffic does not adversely or negatively impact the surrounding land uses and properties. Staff finds the request to permit access to a local street should have minimal impact on the surrounding properties and land uses. Furthermore, this portion of Eldorado Lane currently does not extend beyond the west boundary of the project site. However, since staff is not supporting the nonconforming zone change, waiver of development standards #1, and the design review, staff cannot support this request.

Design Review

The intent of the CMA Design Overlay District is to encourage and promote a high quality level of development that produces a stable environment in harmony with existing and future development and protects the use and enjoyment of neighboring properties. While the design of the structure complies with the CMA Design Overlay District requirements, staff is particularly concerned with the isolated nature of the M-D zoning district and the intensity of the proposed uses that could potentially occupy the office/warehouse building. Therefore, since staff is not supporting the nonconforming zone change and associated waivers of development standards, staff cannot support the design review.

Public Works - Development Review

Waiver of Development Standards #3

Staff finds the request to reduce the throat depth on the driveway on Eldorado Lane to be excessive. Cars and trucks will share the driveway and, with loading docks directly opposite the driveway, the likelihood is that vehicles will be stacking in the right-of-way, causing potential collisions. A site redesign would allow for the commercial driveway to meet the minimum throat depth standards for better circulation and separation between trucks and cars. Therefore, staff cannot support this request.

Waiver of Development Standards #4

Staff cannot support the reduction in the departure distance for Buffalo Drive. Although the departure distance cannot be met due to the size of the lot, moving the driveway west and redesigning the site as noted in waiver #3 will allow safer circulation.

Staff Recommendation

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

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

PLANNING COMMISSION ACTION: June 21, 2022 – APPROVED – Vote: Unanimous
Abstained: Castello

Current Planning

- Resolution of Intent to complete in 3 years;
- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that the installation and use of cooling systems that consumptively use water will be prohibited; the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a new application for a nonconforming zone boundary amendment may be required in the event the building program and/or conditions of the subject application are proposed to be modified in the future; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; and that the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified.

Public Works - Development Review

- Comply with approved drainage study PW15-63398.
- Applicant is advised that off-site improvement permits may be required.

Fire Prevention Bureau

- Applicant is advised that fire/emergency access must comply with the Fire Code as amended.

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email sewerlocation@cleanwaterteam.com and reference POC Tracking #0405-2021 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

TAB/CAC: Spring Valley - denial.

APPROVALS: 2 cards

PROTESTS: 8 cards

PLANNING COMMISSION ACTION: June 7, 2022 – HELD – To 06/21/22 – per the applicant.

APPLICANT: LM CONSTRUCTION

CONTACT: LARRY MONKARSH, LM CONSTRUCTION, 7115 BERMUDA ROAD, 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

NOTICE OF FINAL ACTION

August 01, 2022

LARRY MONKARSH
LM CONSTRUCTION
7115 BERMUDA ROAD
LAS VEGAS, NV 89119

REFERENCE: NZC-22-0208

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

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of **July 20, 2022** and was **APPROVED** subject to the conditions listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

CONDITIONS OF APPROVAL -

Current Planning

- Resolution of Intent to complete in 3 years;
- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that the installation and use of cooling systems that consumptively use water will be prohibited; the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a new application for a nonconforming zone boundary amendment may be required in the event the building program and/or conditions of the subject application are proposed to be modified in the future; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; and that the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified.

Public Works - Development Review

- Comply with approved drainage study PW15-63398.

BOARD OF COUNTY COMMISSIONERS

JAMES B. GIBSON, Chair • JUSTIN C. JONES, Vice Chair
MICHAEL NAFT • MARILYN KIRKPATRICK • TIKK 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 off-site improvement permits may be required.

Fire Prevention Bureau

- Applicant is advised that fire/emergency access must comply with the Fire Code as amended.

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email sewerlocation@cleanwaterteam.com and reference POC Tracking #0405-2021 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

BOARD OF COUNTY COMMISSIONERS

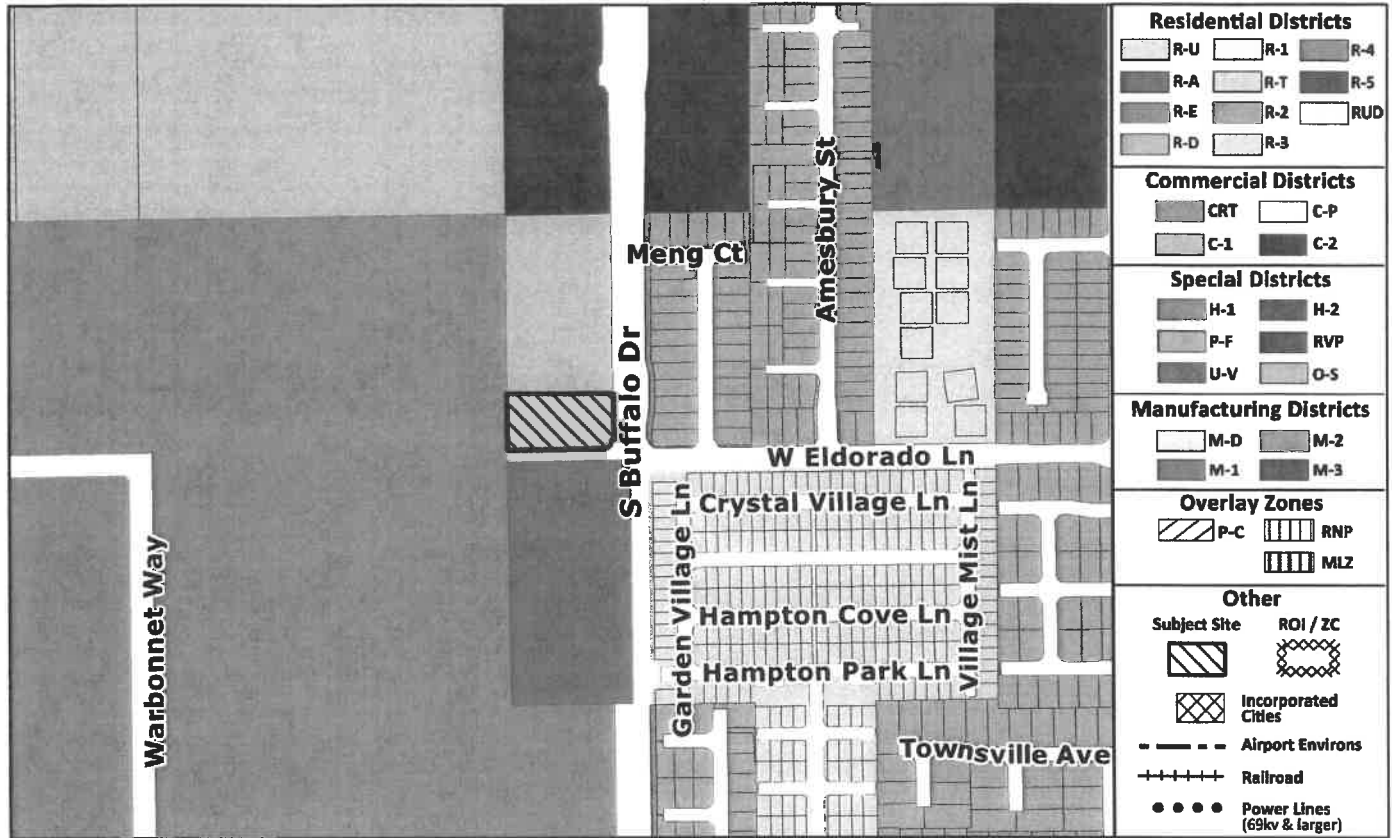
JAMES B. GIBSON, Chair • JUSTIN C. JONES, Vice Chair
MICHAEL NAFT • MARILYN KIRKPATRICK • TICK SEGERBLOM • ROSS MILLER • WILLIAM MCCURDY II
YOLANDA T. KING, County Manager

Commission Agenda Map

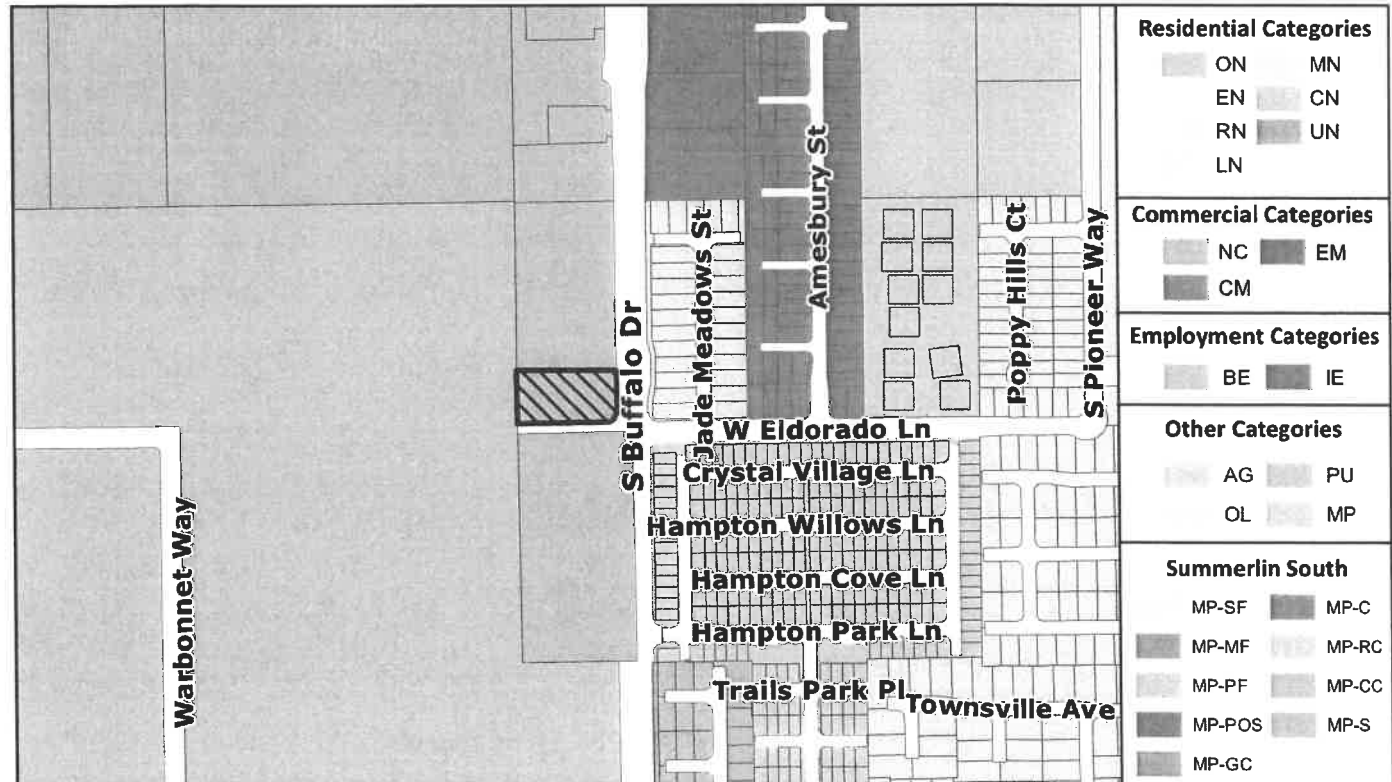
NZC-22-0208

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)
17609511003

