CLARK COUNTY BOARD OF COMMISSIONERS

ZONING / SUBDIVISIONS / LAND USE

AGENDA ITEM

Petitioner: Jason Allswang, Director, Department of Comprehensive Planning

Recommendation: ORD-26-900429: Introduce an ordinance to consider adoption of a Development Agreement with HD OLETA LLC and LAS VEGAS PAVING CORP for an office/warehouse complex on 9.67 acres, generally located south of Oleta Avenue and west of Jones Boulevard within Enterprise. JJ/tpd (For possible action)

FISCAL IMPACT:

None by this action.

BACKGROUND:

The Board of County Commissioners (Board) approved a land use application WS-25-0727 for an office/warehouse complex on 9.67 acres, generally located south of Oleta Avenue and west of Jones Boulevard within Enterprise. Conditions of approval included the developer and/or owner entering into a Development Agreement prior to any permits being issued in order to provide their fair-share contribution towards public infrastructure necessary to provide service in the southwest portion of the Las Vegas Valley.

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

Staff recommends the Board set a public hearing for August 19, 2026.

Cleared For Agenda
08/05/26

BILL NO. _____

SUMMARY - An ordinance to adopt the Development Agreement with HD OLETA LLC and LAS VEGAS PAVING CORP for an office/warehouse complex on 9.67 acres, generally located south of Oleta Avenue and west of Jones Boulevard within Enterprise

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH HD OLETA LLC AND LAS VEGAS PAVING CORP FOR AN OFFICE/WAREHOUSE COMPLEX ON 9.67 ACRES, GENERALLY LOCATED SOUTH OF OLETA AVENUE AND WEST OF JONES BOULEVARD WITHIN ENTERPRISE, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

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

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.06 of the Clark County Code, the Development Agreement with HD OLETA LLC and LAS VEGAS PAVING CORP for an office/warehouse complex on 9.67 acres, generally located south of Oleta Avenue and west of Jones Boulevard within Enterprise, is hereby adopted.

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

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

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

PROPOSED on the _____day of _____, 2026

INTRODUCED by: _____

PASSED on the _____day of_____, 2026

VOTE:

AYES: _____

_____

_____

_____

_____

_____

_____

NAYS: _____

_____

_____

ABSTAINING:

_____

_____

ABSENT:

_____

_____

_____

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
MICHAEL NAFT, Chair

ATTEST:

_____
Lynn Marie Goya, County Clerk

This ordinance shall be in force and effect from and after the _____day of _____2026.

APN(s): **176-23-601-013 & 176-23-601-018**
Please Return to: Jennifer Ammerman
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

Las Vegas Paving Corporation
&
HD Oleta, LLC

FOR

Oleta & Jones

ORD-26-900429

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 **HD Oleta, LLC** and **Las Vegas Paving Corporation** the Owners 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-25-0727**, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.

(g) "County" means the County of Clark, State of Nevada together with its successors and assigns.

(h) "County Commission" means the Board of County Commissioners or Planning Commission of the County of Clark, State of Nevada.

(i) "County Master Plan" means the comprehensive plan adopted by the County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use, development guides and elements, including the land use and development guide and the general plan map for unincorporated portions of the Las Vegas Valley adopted by the County Commission on January 24, 1974, except as amended by the adoption of more recent plans in effect as of the Effective Date.

(j) "Development Agreement Ordinance" means an ordinance adopted per Chapter 30.06 of the Clark County Unified Development Code (Title 30) along with any other Chapters of the Clark County Code that are relevant to the Development Agreement being considered.

(k) "Effective Date" means the date, on or after the adoption by the County Commission, of an ordinance approving execution of this Agreement whereas the Agreement has been executed and signed by both parties, that this Agreement is recorded in the Office of the County Recorder of Clark County, Nevada.

(l) "NDOT" means Nevada Department of Transportation.

(m) "NRS" means Nevada Revised Statutes.

(n) "PFNA" means the Southwest Las Vegas Valley Public Facilities Needs Assessment Report, dated December 1, 2000, incorporated herein by this reference and approved by the County Commission on January 2, 2001.

(o) "Project" means the Subject Property and the proposed development of the Subject Property described in this Agreement.

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

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

SECTION 2 – RECITAL OF PREMISES, PURPOSE AND INTENT

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

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

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

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

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

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

(f) Acknowledgment of Uncertainties. The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Project be developed in the manner contemplated by this Agreement. Among such circumstances is the unavailability of

water or other limited natural resources, federal regulation of air and water quality, and similar conditions. Owner recognizes that water shortages could affect the County's ability to perform its obligations hereunder. Owner further acknowledges and agrees this Agreement does not relieve the Owner from compliance with existing, changed, modified or amended rules regulations, laws, ordinances, resolutions, fees codes, etc., of other governmental agencies. Such rules, regulations, laws, ordinances, resolutions, fees, codes, etc. of governmental entities must be complied with by the Owner and are not locked in nor a part of this Agreement. It is not the intent of the parties nor shall this Section be construed as excusing the County of any obligation hereunder or depriving Owner of any right under this Agreement, which can be performed.

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

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

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

SECTION 3 – DEVELOPMENT OF THE PROJECT

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

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

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

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

3.05 Water Conservation. Owner agrees to encourage water conservation in the Project. Owner agrees to design any open space using the best available, water conserving techniques, including but not

limited to proper soil preparation and water conserving irrigation systems and equipment. Landscaping adjacent to public streets shall be limited to water conserving plant materials.

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

SECTION 4 – PUBLIC FACILITIES

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

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

CHART 4.01-A PUBLIC FACILITIES CHART

Type Of Development	Infrastructure Category		Total Per Unit
	Parks	Public Safety	
Single Family Dwelling Unit (per dwelling unit)	$ 643.90	$ 1,088.39	$ 1,732.29
Multi Family Dwelling Unit (per dwelling unit)	$ 643.90	$ 1,067.16	$ 1,711.06
Retail (per square foot gross floor area)	N/A	$ 0.72	$ 0.72
Office (per square foot gross floor area)	N/A	$ 0.81	$ 0.81
Industrial (per square foot gross floor area)	N/A	$ 0.48	$ 0.48
Hotel (per room)	N/A	$ 1,090.15	$ 1,090.15

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 wavier of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceeding which it may deem necessary to protect, assert, or enforce any of its right or remedies.

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

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

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

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

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

SECTION 6 – CONFLICTING LAWS

6.01 Conflicting State or Federal Rules. In the event that any conflicting state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the County,

this Agreement shall remain in full force and effect as to those provisions not affected, and the conflicting laws or regulations shall not be applied retroactively, and:

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

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

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

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

SECTION 7 – GENERAL PROVISIONS

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

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

7.03 Assignment.

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

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

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

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

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

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

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

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

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

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

With a Copy to: COUNTY OF CLARK
OFFICE OF THE DISTRICT ATTORNEY-CIVIL DIVISION
Clark County Government Center
500 South Grand Central Parkway, 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 to be effective on the date described in Section 1.01(k).

COUNTY:

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

Attest:

By: _____
Michael Naft, Chair

_____
Lynn Marie Goya, County Clerk

OWNER:
Scott R. Bulloch
PRINT OWNER NAME

ENTITY NAME:
HD Oleta, LLC
PRINT ENTITY NAME

By: [signature]
Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 1st day of July, 2026,

by Scott R. Bulloch
(Printed Name of Document Signer)

PAIGE SCHIRKA
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 21-3985-01
My Appt. Expires June 3, 2029

NOTARY PUBLIC

[signature]
Signature

OWNER:
RYAN MENDENHALL
PRINT OWNER NAME

ENTITY NAME:
LAS VEGAS PAVING CORP.
PRINT ENTITY NAME

By: [signature]
Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 30th day of June, 2024,

by *Ryan Mendenhall*
(Printed Name of Document Signer)

CHRISTINE WALDRON
Notary Public
State of Nevada
Appt. No. 08-7817-1
My Appt. Expires June 6, 2028

NOTARY PUBLIC

[signature]
Signature

Exhibit "A"
Legal Description

(see next page for attachment)

APN: 176-23-601-013 AND 018

EXHIBIT "A"

DESCRIPTION

THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

TOGETHER WITH THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT CERTAIN "GRANT, BARGAIN, SALE AND DEDICATION DEED" RECORDED OCTOBER 30, 2013 IN BOOK 20131030, AS INSTRUMENT NO. 00708 ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

RUSTY A. WONDERS, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 19751

F:\Projects\300\398-B533\Division\Srvy\Srvy\Documents\Legals\398-B533-LE01.docx
GCW, INC.
1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146/TEL: (702) 804-2000/FAX: (702) 804-2299

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

Las Vegas Paving Corporation
4420 S Decatur Blvd
Las Vegas, NV 89103

Applicant/Correspondent

Kaempfer Crowell c/o Elisabeth Olson
1980 Festival Plaza Dr, Suite 650
Las Vegas, NV 89135

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

HD Oleta, LLC c/o Scott Bulloch
3451 W Martin Ave, Suite C
Las Vegas, NV 89118

Applicant/Correspondent

Kaempfer Crowell c/o Elisabeth Olson
1980 Festival Plaza Dr, Suite 650
Las Vegas, NV 89135

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

(see next page for attachments)

12/02/25 PC AGENDA SHEET

PUBLIC HEARING
APP. NUMBER/OWNER/DESCRIPTION OF REQUEST
WS-25-0727-HD OLETA, LLC:

WAIVERS OF DEVELOPMENT STANDARDS for the following: **1)** eliminate street landscaping; **2)** waive full off-site improvements; and **3)** alternative driveway geometrics.
DESIGN REVIEW for a proposed office/warehouse complex on 7.40 acres in an IL (Industrial Light) Zone.

Generally located south of Oleta Avenue and west of Jones Boulevard within Enterprise. JJ/rr/kh (For possible action)

RELATED INFORMATION:

APN:
176-23-601-013; 176-23-601-018

WAIVERS OF DEVELOPMENT STANDARDS:
1. Eliminate street landscaping along Serene Avenue is required per Section 30.04.01D.7.
2. Waive full off-site improvements (curb, gutter, detached sidewalks, streetlights, and partial paving) along Serene Avenue where required per Section 30.04.08C.
3. a. Reduce throat depth to 23 feet, 7 inches for a driveway along Oleta Avenue where a minimum of 75 feet is required per Section 30.04.08 and Uniform Standard Drawing 222.1 (a 69% reduction).
   b. Reduce throat depth to 10 feet for a driveway along Oleta Avenue where a minimum of 75 feet is required per Section 30.04.08 and Uniform Standard Drawing 222.1 (an 87% reduction).

PROPOSED LAND USE PLAN:
ENTERPRISE - INDUSTRIAL EMPLOYMENT

BACKGROUND:
Project Description
General Summary
- Site Address: N/A
- Site Acreage: 7.40
- Project Type: Office/warehouse complex
- Number of Stories: 1
- Building Height (feet): 38 (Building A)/44 (Building B)/ 32 (Buildings C & D)
- Square Feet: 22,442 (Building A)/68,906 (Buildings B)/10,820 each (Buildings C & D)/ 112,988 (total)
- Parking Required/Maximum Permissible/Provided: 105/120/128 total including EV and ADA spaces

- Sustainability Required/Provided: 7/3.5

Site Plan

The plan depicts 4 proposed office/warehouse buildings on 7.40 acres located on the south side of Oleta Avenue west of Jones Boulevard. Building A is 22,442 square feet and located on the northern portion of the property closest to Oleta Avenue. Building B is 68,906 square feet and located in the southern portion of the property adjacent to the Serene Avenue right-of-way. Buildings C & D are each 10,280 square feet and located on the west side of the property abutting the Union Pacific Railroad.

Building A is set back 60 feet, 7 inches from the front property line along Oleta Avenue to the north and 63 feet from the interior side property line to the east. Building B is set back 55 feet, 9 inches from the east property line, and 68 feet, 10 inches from the existing rear property line to the south, which will reduce to 28 feet, 10 inches when the additional 40 feet of right-of-way is dedicated to Serene Avenue. Building C is located 120 feet north of Building D and 75 feet 4 inches west of Building A. Building D is setback 45 feet from the future right-of-way and 80 feet 1 inch west of Building B.

The site will be accessed by two, 40 foot wide driveways along Oleta Avenue. Reduced throat depths are proposed for both driveways which is the subject of waiver requests. There are 128 parking spaces provided along the east side of the property, north of Buildings A and B and along the east sides of Buildings C and D. The parking includes 4 EV-installed and 7 EV-capable spaces located along the west sides of Buildings A and B as well as 6 ADA spaces including 1 van accessible. Internal sidewalks connect the building entrances to the public sidewalk along Oleta Avenue. Stamped concrete crosswalks are provided throughout the parking lot.

Two loading docks with 3 roll-up doors each are provided on the south side of Building A. Building B features a loading dock with 8 roll-up doors along the north side. Two additional roll-up doors are located on the south side of Building B. Buildings C and D also feature one roll-up door on each side of the building. Six outdoor storage yards are provided including two, 3,110 square foot yards on the south side of Building A, two, 5,195 square foot yards between Buildings C and D, a 3,575 square foot yard north of Building C and a 5,167 square foot yard south of Building D. Each storage yard is surrounded by an 8 foot tall screened security fence. The storage yards north of Building C and south of Building D will be screened from view of the Oleta Avenue and the Serene Avenue right-of-way respectively. A 6 foot tall CMU wall is located along the length of the east side of the property. Several trash enclosures are proposed throughout the site.

Landscaping

The plan depicts street landscaping along Oleta Avenue consisting of two, 5 foot wide landscape strips on each side of a 5 foot wide detached sidewalk. Where a portion of the sidewalk is attached around an existing cul-de-sac hammerhead, there is a minimum of 10 feet of landscaping behind the sidewalk. The street landscaping consists of medium Palo Verde and Chilean Mesquite trees set 20 feet apart and staggered on each side of the detached sidewalk, except where the sight visibility zones prevent their planting. Additional Palo Verde trees are

provided in the 10 foot landscape strips behind the attached sidewalk areas. Three, 5 gallon shrubs per tree are also provided in all street landscape areas. Street landscaping is not provided along the future right-of-way for Serene Avenue along the south side of the property, which is the subject of a waiver request.

Within the parking lot, large Shoestring Acacia trees as well as 5 gallon shrubs of various species are provided within the landscape islands, except for one island. An alternative landscape plan is requested. Some of the medium street trees along Oleta Avenue located within a landscape strip that is more than 8 feet wide also provide the required shade for the abutting parking spaces to the south.

Elevations

The plans indicate the proposed buildings will be concrete tilt-up construction with variations in roof parapet heights. The lowest parapet for Building A is 34 feet with the highest being 38 feet as measured from the finished grade. The parapet heights for Building B range from 40 feet to 44 feet, and Building C and D range from 28 feet to 32 feet. The buildings feature concrete panels with three different colors. The buildings will also include aluminum storefront window systems with metal canopies and clerestory windows. The south side of Building A includes 2 loading areas, each with one, 12 foot by 14 foot overhead door at the ramps and two, 9 foot by 10 foot roll-up overhead doors. Building B includes a loading dock with 8 roll up doors on the north side of the building and 2 additional roll up doors on the south side. Finally, there is a roll up door on both ends of Buildings C and D.

Floor Plans

The plan indicates Building A with a total of 22,442 square feet which includes two office spaces, 1,420 square foot each, located at the northwest and northeast corners of the building. Building B is 68,906 square feet which includes 3,957 square foot and 4,260 square foot offices located at the northwest and northeast corners of the building. The plan indicates Buildings C and D which are each 10,282 square feet which includes 2 offices in each building that are 810 square feet per office.

Applicant's Justification

The applicant seeks to develop an office/warehouse complex on the subject site. The northeast portion of the site, APN 176-23-601-013, was previously reclassified to Industrial Employment, rezoned to M-1 for industrial development, and received a use permit for offices as a primary use, approved waivers, and a design review. However, the use permit, waivers and design review expired in June 2025. An alternative landscape plan is requested to allow an electrical transformer to be located on a landscape island in the southwest portion of the site. Additional trees are provided elsewhere in the parking area. Waivers for throat depth are requested for two driveways along Oleta Avenue. The site is not gated, and Oleta Avenue is a low traffic street which dead-ends at the site. Only the site and the property immediately to the north rely on Oleta Avenue for access. Full off-site improvements and street landscaping are requested to be waived on Serene Avenue because it will likely have to be constructed as a bridge over the railroad line to the west.

Prior Land Use Requests (APN 176-23-601-013 only)

Application Number	Request	Action	Date
PA-23-700007	Redesignated (APN 176-23-601-013) from Business Employment (BE) to Industrial Employment (IE)	Approved by BCC	June 2023
ZC-23-0149	Zone change (APN 176-23-601-013) from R-E to M-1, use permit to allow offices as a principal use with an outside storage yard, reduced parking lot landscaping and throat depth	Approved by BCC	June 2023
VS-23-0150	Vacation and abandonment of government patent easements	Approved by BCC	June 2023

Surrounding Land Use

	Planned Land Use Category	Zoning District (Overlay)	Existing Land Use
North	Business Employment	IL & RS20	Union Pacific office building, UPRR right-of-way & outdoor storage
South	Business Employment	RS80	Gravel pit and concrete batch plant
East	Business Employment	IL	Convenience store, car wash & gas station & commercial with outdoor storage
West	Business Employment	IL & RS20	UPRR right-of-way & industrial uses with outdoor storage

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

Related Applications

Application Number	Request
PA-25-700044	A plan amendment from Open Lands (OL) to Industrial Employment (IE) is a companion item on this agenda.
ZC-25-0726	A zone change to reclassify APN 176-23-601-018 from RS20 to IL zoning is a companion item on this agenda.
VS-25-0728	A vacation and abandonment of rights-of-way is a companion item on this agenda.

STANDARDS FOR APPROVAL:
The applicant shall demonstrate that the proposed request is consistent with the Master Plan and is in compliance with Title 30.

Analysis
Comprehensive Planning
Waivers of Development Standards
The applicant shall have the burden of proof to establish that the proposed request is appropriate for its proposed location by showing the following: 1) the use(s) of the area adjacent to the subject property will not be affected in a substantially adverse manner; 2) the proposal will not

materially affect the health and safety of persons residing in, working in, or visiting the immediate vicinity, and will not be materially detrimental to the public welfare; and 3) the proposal will be adequately served by, and will not create an undue burden on, any public improvements, facilities, or services.

Waiver of Development Standards #1

Serene Avenue is not currently a constructed roadway. This street may eventually be constructed as an elevated bridge over the railroad line to the west, although at this time there is no timeline to do this. However, there is nothing to prevent street landscaping from being planted along the property fronting the Serene Avenue right-of-way at this time. Since it is uncertain when the street will be improved to its ultimate design, staff cannot support the waiver.

Design Review

Development of the subject property is reviewed to determine if 1) it is compatible with adjacent development and is harmonious and compatible with development in the area; 2) the elevations, design characteristics and other architectural and aesthetic features are not unsightly or undesirable in appearance; and 3) site access and circulation do not negatively impact adjacent roadways or neighborhood traffic.

The proposed plans depict building materials which include the use of glass and painted concrete and the building facades feature wall reveals, changes in surface colors and materials with 2-foot roofline variations. Roll-up overhead doors for the loading areas are located to the side or rear of the warehouse buildings. Although there are roll-up doors on Buildings B, C, and D which can be viewed from the right-of-way, the roll-up doors on Buildings C and D are behind a screened 8 foot high security fence. The 2 roll-up doors along the south side of Building B are visible from the Serene Avenue right-of-way, however the street is not improved currently. Therefore, there should not be any impact on this street. Pedestrian connectivity is provided between the public sidewalks along Oleta Avenue and the parking areas to the building entrances. The customer parking area is adjacent to the entrance at the east side of the buildings and the parking spaces, including ADA spaces, are accessible from a 5 foot wide sidewalk and a ramp. This design appears to be generally convenient for customer access, assuming most customers will drive to this location.

An alternative landscape plan is proposed to allow an electrical transformer to be within one landscape island at the southwest corner of Building B without a tree. However, some of the medium street trees along Oleta Avenue are located within a landscape strip that is more than 8 feet wide. These trees serve a dual purpose of providing the required shade for the abutting parking spaces to the south which are within 20 feet of the trees. Therefore, the shade requirements will still be met.

The building design and architectural features are not unsightly or undesirable. Site access and circulation will not impact other properties in the surrounding area. The design of the parking areas, loading dock areas, as well as the landscaping is generally in accordance with the Code requirements. Based on this information, staff can support the design review.

Public Works - Development Review

Waiver of Development Standards #2

Staff has no objection to not install full off-site improvements on Serene Avenue. Full off-site improvements will be installed with the future development of Serene Avenue.

Waiver of Development Standards #3

Staff has no objection to the reduction in throat depth for the driveways on Oleta Avenue. Oleta Avenue should see minimal traffic as it only serves four parcels in this area and ends to the west of the site, minimizing the potential conflicts normally caused by reduced throat depth.

Staff Recommendation

Approval of waivers of development standards #2 and #3 and the design review; denial of waiver of development standards #1.

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

PRELIMINARY STAFF CONDITIONS:

Comprehensive Planning

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 approval of a Certificate of Compliance, and payment of the tree fee-in-lieu is required for any required trees waived.
- Applicant is advised within 2 years from the approval date the application must commence or the application will expire unless extended with approval of an extension of time; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; changes to the approved project will require a new land use application; and the applicant is solely responsible for ensuring compliance with all conditions and deadlines.

Public Works - Development Review

- Drainage study and compliance;
- Traffic study and compliance;
- Full off-site improvements for Oleta Avenue;
- Execute a Restrictive Covenant Agreement (deed restrictions) for Serene Avenue;
- Right-of-way dedication to include 40 feet for Serene Avenue;
- Said dedication must occur prior to issuance of building permits, concurrent with the recording of a subdivision map, OR within 30 calendar days from a request for dedication by the County;

- The installation of detached sidewalks will require the vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control devices.

Fire Prevention Bureau

- Applicant is advised that fire/emergency access must comply with the Fire Code as amended; and that fire protection may be required for this facility and to contact Fire Prevention for further information at (702) 455-7316.

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been initiated for this project; and to email sewerlocation@cleanwaterteam.com and reference POC Tracking #0217-2026 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require a new POC analysis.

TAB/CAC: Enterprise - approval of waivers of development standards; denial of the design review.
APPROVALS:
PROTESTS:

APPLICANT: MARK MULHALL
CONTACT: MARK MULHALL, KAEMPFER CROWELL, 1980 FESTIVAL PLAZA DRIVE, SUITE 650, LAS VEGAS, NV 89135

Department of Comprehensive Planning

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

Sami Real, Director

NOTICE OF FINAL ACTION

January 20, 2026

MARK MULHALL
KAEMPFER CROWELL
1980 FESTIVAL PLAZA DRIVE, SUITE 650
LAS VEGAS, NV 89135

REFERENCE: WS-25-0727

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 **January 07, 2026**. The final decision along with any conditions are listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

APPROVED.
CONDITIONS OF APPROVAL -
Comprehensive Planning

- **Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;**
- **Certificate of Occupancy and/or business license shall not be issued without approval of a Certificate of Compliance, and payment of the tree fee-in-lieu is required for any required trees waived.**
- **Applicant is advised within 2 years from the approval date the application must commence or the application will expire unless extended with approval of an extension of time; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; changes to the approved project will require a new land use application; and the applicant is solely responsible for ensuring compliance with all conditions and deadlines.**

Public Works - Development Review

- **Coordiante with Public Works - Development Review on the installation of "No Parking" signs on Oleta Avenue;**

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

Department of Comprehensive Planning

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

Sami Real, Director

- **Drainage study and compliance;**
- **Traffic study and compliance;**
- **Full off-site improvements for Oleta Avenue;**
- **Execute a Restrictive Covenant Agreement (deed restrictions) for Serene Avenue;**
- **Right-of-way dedication to include 40 feet for Serene Avenue;**
- **Said dedication must occur prior to issuance of building permits, concurrent with the recording of a subdivision map, OR within 30 calendar days from a request for dedication by the County;**
- **The installation of detached sidewalks will require the vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control devices.**

Fire Prevention Bureau

- **Applicant is advised that fire/emergency access must comply with the Fire Code as amended; and that fire protection may be required for this facility and to contact Fire Prevention for further information at (702) 455-7316.**

Clark County Water Reclamation District (CCWRD)

- **Applicant is advised that a Point of Connection (POC) request has been initiated for this project; and to email sewerlocation@cleanwaterteam.com and reference POC Tracking #0217-2026 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require a new POC analysis.**

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

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

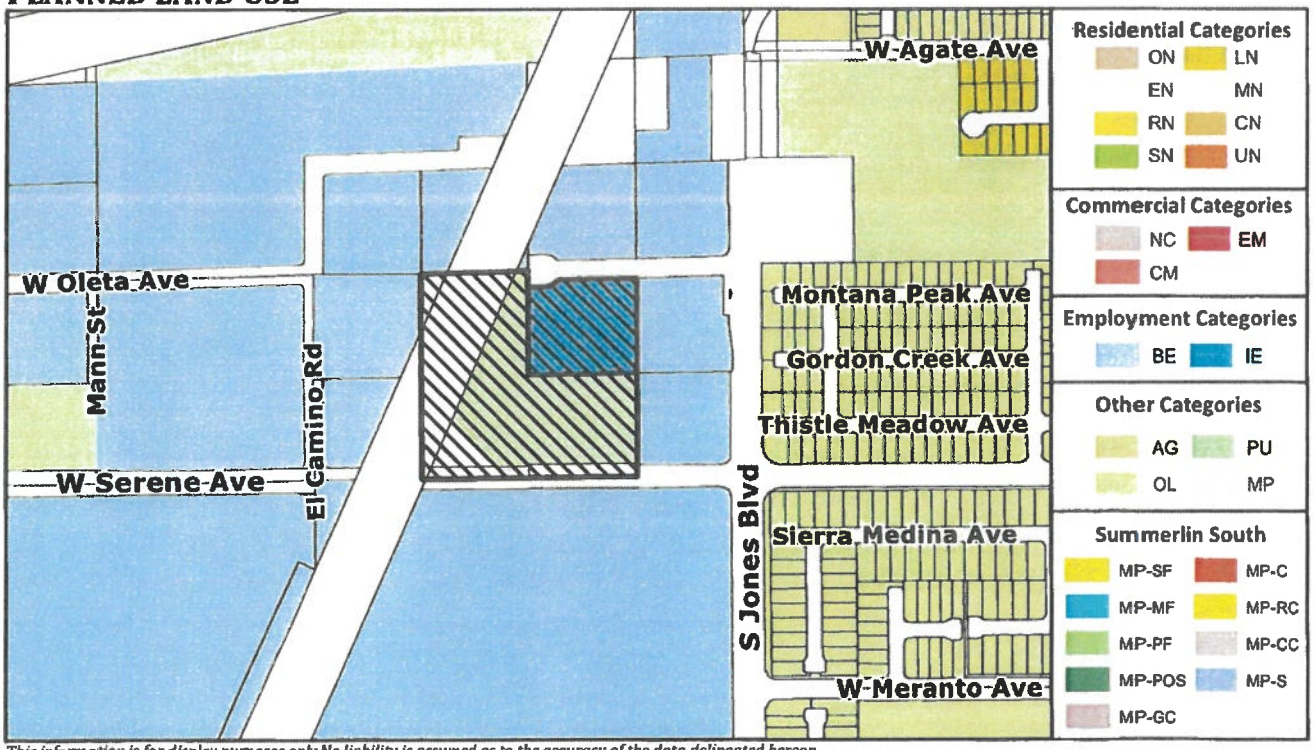
Commission Agenda Map

WS-25-0727

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)
17623601018
17623601013

0 125 250 500 Feet

Map Created on 10/13/2025