# CLARK COUNTY BOARD OF COMMISSIONERS

# ZONING / SUBDIVISIONS / LAND USE

# AGENDA ITEM

**Petitioner:** Jason Allswang, Director, Department of Comprehensive Planning

**Recommendation:** ORD-26-900492: Introduce an ordinance to consider adoption of a Development Agreement with LV Warm Springs by its' General Partner LV Warm Springs LV Warm Springs CP LLC by Flex GP holding Corp Owner for a warehouse and distribution center on 6.47 acres, generally located west of Tenaya Way and south of Arby Avenue within Spring Valley. MN/rp (For possible action)

**FISCAL IMPACT:**

None by this action.

**BACKGROUND:**

The Board of County Commissioners (Board) approved a land use application WS-25-0306 for a warehouse and distribution center on 6.47 acres, generally located west of Tenaya Way and south of Arby Avenue 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 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 LV Warm Springs by its' General Partner LV Warm Springs LV Warm Springs CP LLC by Flex GP holding Corp for a warehouse and distribution center on 6.47 acres, generally located west of Tenaya Way and south of Arby Avenue within Spring Valley.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH LV WARM SPRINGS LP BY IT'S GENERAL PARTNER LV WARM SPRINGS GP LLC BY FLEX GP HOLDING CORP FOR A WAREHOUSE AND DISTRIBUTION CENTER ON 6.47 ACRES, GENERALLY LOCATED WEST OF TENAYA WAY AND SOUTH OF ARBY AVENUE 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 30.06 of the Clark County Code, the Development Agreement with LV Warm Springs by its' General Partner LV Warm Springs LV Warm Springs CP LLC by Flex GP holding Corp for a warehouse and distribution center on 6.47 acres, generally located west of Tenaya Way and south of Arby Avenue 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 _____, 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): **176-03-402-002 & 176-03-402-003**
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

**LV WARM SPRINGS LP BY IT'S GENERAL PARTNER LV WARM SPRING GP LLC BY FLEX GP HOLDING CORP**

FOR

**WARM SPRINGS AND TENAYA WAY**

**ORD-26-900492**

# 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 **LV WARM SPRINGS LP BY IT'S GENERAL PARTNER LV WARM SPRING GP LLC BY FLEX GP HOLDING CORP** the Owner of the real property described on Exhibit "A" attached hereto (hereinafter referred to as the "Owner") and incorporated herein by reference.

## SECTION 1 – DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

(f) "Concurrent Approvals" means the zoning, land use or map approvals and authorizations, relating to the Subject Property, together with the applicable conditions, as granted by the County Commission, including without limitation those approvals and conditions of

approval per **WS-25-0306**, 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:**

Justin LeMaster, SVP & Head of U.S. Industrial
PRINT OWNER NAME

**ENTITY NAME:**

LV Warm Springs LP
PRINT ENTITY NAME

By: _____
Owner Signature

**ACKNOWLEDGMENT:**

STATE OF ~~NEVADA~~ Arizona )
COUNTY OF ~~CLARK~~ Maricopa )ss:

This instrument was acknowledged before me on the 14th day of July, 2026,

by Justin LeMaster
(Printed Name of Document Signer)

DESIREE M. MEILE
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 681050
Expires January 22, 2029

NOTARY PUBLIC

Desiree M. Meile
Signature

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

**(see next page for attachment)**

PARCEL 1 (APN 176-03-402-002)

THE SOUTH HALF (S 1/2) OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M.

EXCEPTING THEREFROM SAID LAND AS CONVEYED TO CLARK COUNTY BY DEED RECORDED DECEMBER 8, 1980 IN BOOK 1322 AS DOCUMENT NO. 1281741 OF OFFICIAL RECORDS.

FURTHER DESCRIBED AS LOT ONE (1) OF THAT CERTIFICATE OF LAND DIVISION 191-80, RECORDED DECEMBER 8, 1980 IN BOOK 1322 AS DOCUMENT NO. 1281740 OF OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION OF LAND BY THAT CERTAIN ORDER OF VACATION RECORDED AUGUST 22, 2007, IN BOOK 20070822 AS DOCUMENT NO. 05535 OF OFFICIAL RECORDS CLARK COUNTY NEVADA.

THE ABOVE LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 16, 2016 AS INSTRUMENT 20161116:0000597.

TOGETHER WITH THAT PORTION OF LAND BY THAT CERTAIN ORDER OF VACATION RECORDED MARCH 5, 2026 IN BOOK 20260305 AS DOCUMENT NO. 00001908, OFFICIAL RECORDS.

TOGETHER WITH THE FOLLOWING DESCRIBED AREA:

TOGETHER WITH THAT PORTION OF LAND BY THAT CERTAIN ORDER OF VACATION RECORDED SEPTEMBER 10, 2025 IN BOOK 20250910 AS DOCUMENT NO. 0001151, OFFICIAL RECORDS.

PARCEL 2 (APN 176-03-402-003)

THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION THREE (3), TOWNSHIP TWENTY-TWO (22) SOUTH, RANGE SIXTY (60) EAST, M.D.B.M.

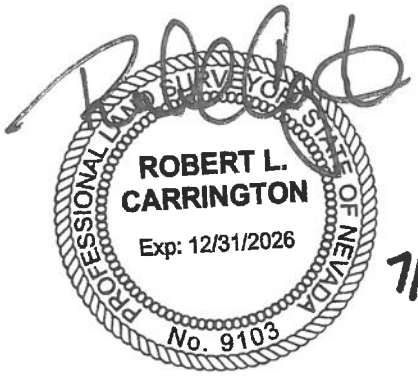
EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE COUNTY OF CLARK FOR ROAD PURPOSES BY AN INSTRUMENT RECORDED JANUARY 22, 1974, IN BOOK 396, AS DOCUMENT NO. 355211 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

THE ABOVE LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JANUARY 8, 2022 AS INSTRUMENT 20220208:0000055.

TOGETHER WITH THAT PORTION AS VACATED BY THAT CERTAIN ORDER OF VACATION, RECORDED AUGUST 22, 2007, IN BOOK 20070822 AS DOCUMENT NO. 0005535, OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PARCEL OF LAND AS DECRIBED IN THE DEDICATION IN FEE RECORDED JANUARY 22, 2026 AS INSTRUMENT 20260122:0002511

PREPARED BY:
ROBERT L. CARRINGTON
NEVADA PLS 9103




7/13/26

**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**

LV Warm Springs LP
4722 N. 24th St. STE 440
Phoenix, AZ 85016

**Applicant/Correspondent**

Hopewell Development US LP
4722 N. 24th St. STE 440
Phoenix, AZ 85016

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

**(see next page for attachments)**

06/04/25 BCC AGENDA SHEET

PUBLIC HEARING
APP. NUMBER/OWNER/DESCRIPTION OF REQUEST
**WS-25-0306-GRAGSON S & J FAMILY TRUST ETAL & GRAGSON SCOTT R. & JILL TRS:**

**WAIVERS OF DEVELOPMENT STANDARDS** for the following: **1)** reduce and eliminate buffering and screening; **2)** increase retaining wall height; **3)** eliminate electric vehicle parking; and **4)** reduce throat depths.
**DESIGN REVIEW** for a warehouse and distribution center on 6.47 acres in an IL (Industrial Light) Zone.

Generally located on the west side of Tenaya Way and the south side of Arby Avenue within Spring Valley. MN/rr/kh (For possible action)

---

RELATED INFORMATION:

**APN:**
176-03-402-002; 176-03-402-003

**WAIVERS OF DEVELOPMENT STANDARDS:**

1. a. Reduce the width of a landscape buffer to 5 feet 6 inches along the south property line where 15 feet is required per Section 30.04.02C (a 63.3% reduction).
   b. Eliminate trees along the south property line where landscaping consisting of 2 rows of staggered evergreen trees spaced every 20 feet on center is required per Section 30.04.02C.
   c. Eliminate an 8 foot decorative screen wall along the south property line where required per Section 30.04.02C.
2. Increase retaining wall height along the west property line to 4 feet where 3 feet is the maximum height allowed per Section 30.04.03C (a 25% increase).
3. a. Eliminate electric vehicle (EV) capable parking spaces where 5 spaces are required per Section 30.04.04H (a 100% reduction).
   b. Eliminate electric vehicle (EV) installed parking spaces where 3 spaces are required per Section 30.04.05H (a 100% reduction).
4. a. Reduce throat depth to 10 feet for a driveway along Tenaya Way where a minimum of 75 feet is required per Section 30.04.08 and Uniform Standard Drawing 222.1 (an 86.7% reduction).
   b. Reduce throat depth to 25 feet for a driveway along Arby Avenue where a minimum of 75 feet is required per Section 30.04.08 and Uniform Standard Drawing 222.1 (a 66.7% reduction).

**LAND USE PLAN:**
SPRING VALLEY - BUSINESS EMPLOYMENT

**BACKGROUND:**

**Project Description**

General Summary

- Site Address: N/A
- Site Acreage: 6.47
- Project Type: Warehouse and distribution center
- Number of Stories: 1
- Building Height (feet): 42
- Square Feet: 90,686 (Warehouse A)/50,035 (Warehouse B)/140,721 (total)
- Parking Required/Provided: 108/122
- Sustainability Required/Provided: 7/7.5

Site Plan

The plan depicts 2 proposed warehouse buildings on 6.47 acres at the southwest corner of Tenaya Way and Arby Avenue. Warehouse A is 90,686 square feet and is located in the southern portion of the property. Warehouse B is 50,035 square feet and is located in the northern portion of the property. Warehouse A is set back 80 feet 5 inches from Tenaya Way, 36 feet 2 inches from the side (south) property line, and 57 feet 10 inches from the rear (west) property line. Warehouse B is set back 20 feet from Arby Avenue and Tenaya Way.

The site will be accessed by a 35 foot wide driveway along Arby Avenue and 35 foot and 40 foot wide driveways along Tenaya Way. The southern driveway on Tenaya Way is accessed by a southbound right-turn deceleration lane. A reduced throat depth is proposed for the driveway on Arby Avenue and for the southern driveway on Tenaya Way which is the subject of a waiver request. Parking is provided along the east, west, and a portion of the north side of Warehouse A. A 24 foot wide drive aisle is provided along the south side of Warehouse A. Parking is also provided along the south and west sides of Warehouse B. Accessible parking spaces are accessed by sidewalks and ramps leading to building entrances in both warehouses. Internal sidewalks also connect to the public sidewalks along Arby Avenue and Tenaya Way. Along the north side of Warehouse A is a loading dock area with spaces for 14 vehicles. At the southwest corner of Warehouse B is a loading dock area with spaces for 3 vehicles. Two trash and recycling enclosures are also indicated adjacent to both loading dock areas near the northeast corner of Warehouse A and the southwest corner of Warehouse B. Two bicycle racks are located at the northeast corner of Warehouse A and along the south side of Warehouse B. A 4 foot high retaining wall is proposed along the west property line adjacent to APN 176-03-401-013 and APN 176-03-401-014 (after vacation of Monte Cristo Way) which is the subject of a waiver request.

Landscaping

Along Arby Avenue, the street landscaping consists of a 5 foot wide landscape strip between a detached sidewalk and curb. The second landscape strip behind the sidewalk varies from 15 feet to 22 feet in width.

Along Tenaya Way, a 5 foot wide landscape strip is located between a detached sidewalk and the curb between Arby Avenue and the northern driveway on Tenaya Way. The second landscape area located between the driveways along Tenaya Way consists of a landscape strip behind an

attached sidewalk along the deceleration lane which varies in width and is minimum of 10 feet wide.

The street landscaping along Arby Avenue consists of 8 large Shoestring Acacia trees staggered on each side of the detached sidewalk and set 30 feet apart on center. The street landscaping along Tenaya Way consists of 13 large Shoestring Acacia trees, and 6 large Southern Live Oak trees staggered on each side of a detached sidewalk and set 30 feet apart on center. Additionally, north of the northern driveway on Tenaya Way are 2 medium Heritage Live Oak set 20 feet apart on center. Three shrubs per tree are provided in all street landscape areas.

Within the parking lot medium trees are provided including Desert Museum Palo Verde, Thornless Honey Mesquite, and Heritage Live Oak. An alternative landscape plan is proposed for the parking areas which would allow modified tree placement where landscape islands are eliminated. A landscape buffer is provided along the south side of the property. However, the width is reduced to 5 feet 6 inches instead of 15 feet. The buffer includes 5 gallon shrubs; however, a double row of evergreen trees and an 8 foot buffer wall is not provided as required. This is the subject of a waiver request.

Elevations

The plans indicate the proposed buildings will be concrete tilt-up construction with variations in the roof parapet heights. The building heights are 42 feet to the higher roof parapet, 40 feet to the lower roof parapet, and 32 feet to the roof level as measured from the finished grade. The buildings feature concrete panels with 5 different colors. The buildings will also include aluminum storefront window systems with metal canopies and clerestory windows. The north side of Warehouse A includes a loading area with 2 grade height roll-up overhead doors and 14 loading dock roll-up overhead doors. The southwest side of Warehouse B includes a loading area with 1 grade height roll-up overhead door and 3 loading dock roll-up overhead doors.

Floor Plans

The plan indicates Warehouse A with 85,186 square feet of warehouse space, and an office space located at the northeast corner of the building with 3,000 square feet, and another office space at the northwest corner of the building with 2,500 square feet. The total building area is 90,686 square feet. The primary building entrances access the office areas at the northwest and northeast corners of the building. There are 10 other doors accessing all sides of the building. The plan for Warehouse B indicates 47,235 square feet of warehouse space, and 1 office space at the northwest corner of the building with 2,800 square feet. The total building area is 50,035 square feet. The primary building entrance accesses the office area at the northwest corner of the building. There are 6 other doors accessing all sides of the building.

Applicant's Justification

The applicant seeks to develop the site for industrial development consisting of 2 warehouses. Parking exceeds the requirements, and the building design meets the height and horizontal articulation requirements. The applicant seeks a design review to permit the customer entrance for Warehouse B not to be oriented toward the street. The building has been designed to facilitate customer access directly from the parking lot located on its west side. This configuration maintains an attractive appearance, featuring a well landscaped street frontage along Tenaya

Way. The applicant proposes an alternative landscape plan to allow some of the trees designated for landscape island to be redistributed elsewhere in the parking lot which will meet the shading requirements. Electric vehicle charging requirements are requested to be waived because the proposed warehouses are not expected to draw many public consumers. Throat depth waivers for 2 driveways are requested. The applicant states that the reduced throat depth on the southern driveway on Tenaya Way will not negatively affect on-site traffic flow given the limited number of parking stalls and minimal conflicts on the southern side of Warehouse A. Waivers to reduce the landscape buffer width and not provide a buffer wall or trees along the southern property line are requested. The applicant states that the reduction is not expected to adversely affect the proposed project or the current development situated to the south. The commercial property to the south features an industrial design and only limited activity will take place along the south side of Warehouse A. The building itself buffers the loading docks effectively mitigating any activity. The increased retaining wall height along the western side of the property is needed to support the existing grade of the adjacent property. The increase in wall height will be internal to the development and will not affect the property to the west. Sustainability requirements will also be in compliance.

**Prior Land Use Requests**

| Application Number | Request | Action | Date |
|---|---|---|---|
| ZC-24-0474 | Reclassified the site from RS20 to IL zoning with no plans | Approved by BCC | October 2024 |

**Surrounding Land Use**

| | Planned Land Use Category | Zoning District (Overlay) | Existing Land Use |
|---|---|---|---|
| North | Business Employment | IP (AE-60) | Undeveloped |
| South | Corridor Mixed-Use | CG | Undeveloped & office complex |
| East | Business Employment | CG | Office complex |
| West | Business Employment | IP | Undeveloped |

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

**Related Applications**

| Application Number | Request |
|---|---|
| VS-25-0305 | A vacation and abandonment of easements and 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

A reduced landscape buffer is provided along the south side of the property adjacent to commercial zoned property. The buffer is reduced to 5 feet 6 inches in width instead of 15 feet and does not provide a double row of evergreen trees or an 8 foot buffer wall as required. The applicant indicates that only limited activity will take place along the south side of Warehouse A, and that the building itself buffers the loading docks on the north side of the building. The purpose of buffering is to reduce impacts of uses and activities on neighboring properties. In this case, staff finds the location, height, and orientation of Warehouse A will not have an impact on the commercially zoned property to the south since the northern property line of that parcel is the rear of that lot and building heights of any future development could be similar. Therefore, staff can support this request.

Waiver of Development Standards #2

The purpose of reviewing increased retaining wall height is to assure that there are no negative impacts of these improvements on the surrounding properties. Staff finds that the requested increased retaining wall height is the result of the undeveloped property to the west being higher than the subject property. Therefore, there should not be an impact on the adjacent property since the developing property is lower.

Waiver of Development Standards #3

The applicant is requesting to waive the requirements for 5 EV-capable and 3 EV-installed parking spaces. The applicant states that the reason for the request is that the proposed warehouses are not expected to attract many members of the public. Therefore, there will be minimal demand for EV charging on-site. However, even if customer traffic is limited, some employees at the warehouses may choose to drive electric vehicles. Also, future businesses at this location could have electric vehicles that require charging. Therefore, staff cannot support this request.

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.

Building materials include the use of glass and painted concrete. Customer entrances feature 4 foot wide metal canopies above the doors and windows. Two trash and recycling enclosures are located in the parking areas on the sides of both buildings. 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 both warehouse buildings and are directed away from the public rights-of-way. Pedestrian connectivity is provided between the public sidewalks along Tenaya Way and Arby Avenue and the parking areas to the building entrances. The customer entrance for Warehouse B is not oriented toward either Arby Avenue or Tenaya Way. The customer parking area is adjacent to the entrance at the northwest side of the building and the parking spaces, including ADA spaces, are accessible from a 6 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 for the parking areas which would allow modified tree placement where some landscape islands are eliminated. Based on the parking layout as shown, 8 landscape islands are not provided. Also 2 trees are not located within the landscape islands at the south end of the parking rows west of Warehouse B. The alternative plan provides for 10 medium trees to be alternatively located in 5 foot 6 inch landscape strips adjacent to parking spaces and pavement areas along western property line west of Warehouse B and north of Warehouse A, and next to the parking spaces adjacent to the driveway immediately south of Warehouse B. Additional trees are also provided in a landscape strip which will shade the parking drive aisle west of Warehouse A.

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 could support the design review. Therefore, staff can support this request.

**Public Works - Development Review**
Waiver of Development Standards #4
Staff has no objection to the reduced throat depths for the commercial driveways along Tenaya Way and Arby Avenue. The applicant worked with staff to ensure that vehicular access to the site was redesigned to be safer on Tenaya Way.

**Staff Recommendation**
Approval of waivers of development standards #1, #2, and #4 and the design review; denial of waiver of development standards #3.

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.
- 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;
- Applicant to combine parcels to prevent landlocking or provide an access easement of 25 feet minimum from APN 176-03-402-003 to APN 176-03-402-002;
- 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**

- No comment.

**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 #0166-2025 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

**TAB/CAC:** Spring Valley - denial.
**APPROVALS:**
**PROTESTS:**

**APPLICANT:** HOPEWELL
**CONTACT:** LINDSAY KAEMPFER, 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

July 28, 2025

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

REFERENCE: WS-25-0306

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 16, 2025**. 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**

- **Relocate excess trees and/or add eighteen (18), 24-inch box trees along the southern property line, planted 20 feet apart on center;**
- **Provide 8 EV capable parking spaces, equipped for future EV charging;**
- **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.**
- **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.**


BOARD OF COUNTY COMMISSIONERS
TICK SEGERBLOM, Chair · WILLIAM MCCURDY II, Vice Chair
MICHAEL NAFT · 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


**Public Works - Development Review**

- **Drainage study and compliance;**
- **Traffic study and compliance;**
- **Full off-site improvements;**
- **Permit an administrative change to allow for a potential future shared driveway with the adjacent parcel to the west (APN: 176-03-402-001) in lieu of the current access driveway on Arby Avenue;**
- **Applicant to combine parcels to prevent landlocking or provide an access easement of 25 feet minimum from APN 176-03-402-003 to APN 176-03-402-002;**
- **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.**

**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 #0166-2025 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another 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).

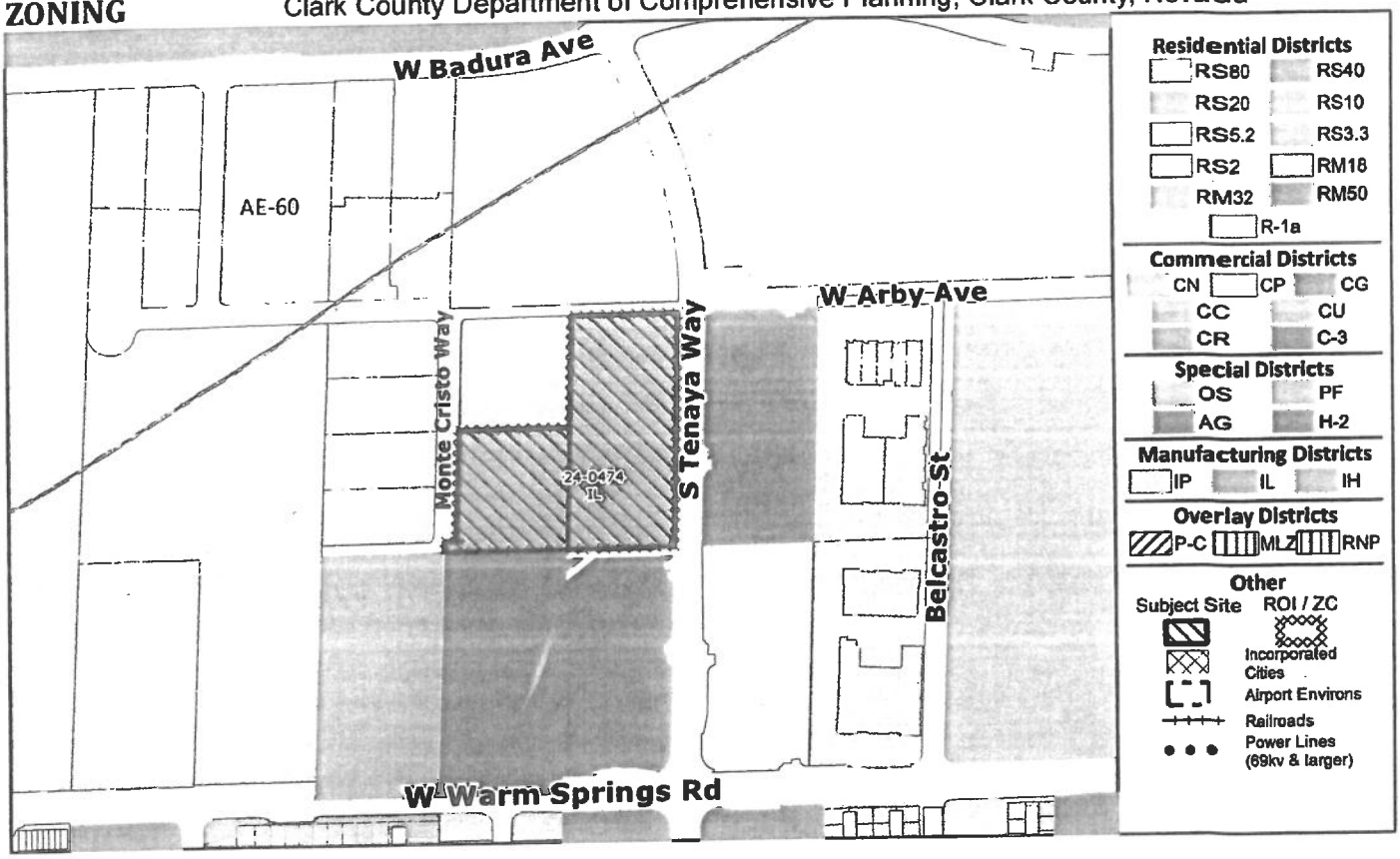

BOARD OF COUNTY COMMISSIONERS
TICK SEGERBLOM, Chair · WILLIAM MCCURDY II, Vice Chair
MICHAEL NAFT · MARILYN KIRKPATRICK · JUSTIN C. JONES · APRIL BECKER · JAMES B. GIBSON
KEVIN SCHILLER, County Manager

# Commission Agenda Map

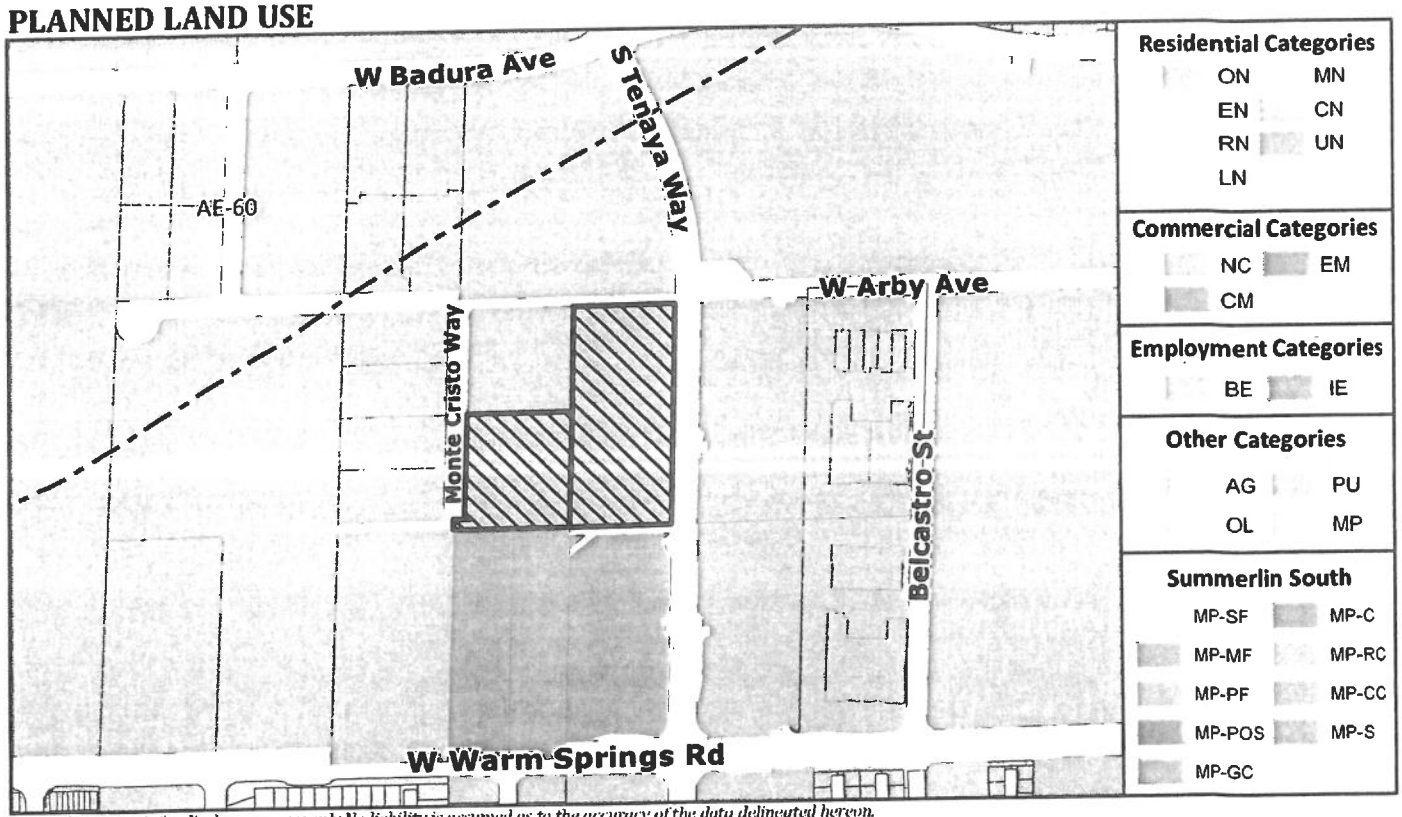
**WS-25-0306**

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)**
**17603402002**
**17603402003**

0 125 250 500 Feet

Map Created on 1/16/2025