CLARK COUNTY BOARD OF COMMISSIONERS

ZONING / SUBDIVISIONS / LAND USE

AGENDA ITEM

Petitioner: Jason Allswang, Director, Department of Comprehensive Planning

Recommendation: ORD-26-900517: Introduce an ordinance to consider adoption of a Development Agreement with BR OVATION LIMITED PARTNERSHIP for a multi-family residential development on 14.57 acres, generally located south of Arby Avenue and west of Gagnier Boulevard 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 UC-26-0135 for a multi-family residential development on 9.67 acres, generally located south of Arby Avenue and west of Gagnier Boulevard 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 October 21, 2026.

Cleared For Agenda
10/07/26

BILL NO. _____

SUMMARY - An ordinance to adopt the Development Agreement with BR OVATION LIMITED PARTNERSHIP for a multi-family residential on 14.57 acres, generally located south of Arby Avenue and west of Gagnier Boulevard within Spring Valley.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH BR OVATION LIMITED PARTNERSHIP FOR A MULTI-FAMILY RESIDENTIAL DEVELOPMENT ON 14.57 ACRES, GENERALLY LOCATED SOUTH OF ARBY AVENUE AND WEST OF GAGNIER BOULEVARD 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 BR OVATION LIMITED PARTNERSHIP for a multi-family residential development on 9.67 acres, generally located south of Arby Avenue and west of Gagnier Boulevard 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): **176-04-412-003 ptn; 176-04-412-010 ptn**
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

B R OVATION LIMITED PARTNERSHIP

FOR

ARBY AVENUE AND GAGNIER BOULEVARD

ORD-26-900517

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 **B R OVATION LIMITED PARTNERSHIP** 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 **UC-26-0135**, 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
	Parks	Public Safety[1]	
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

[1] Fees only for Fire; no Metro

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

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

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

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

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

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

SECTION 5 – REVIEW AND DEFAULT

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

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

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

The courtesy notice shall state the reason for noncompliance, any action necessary to correct the noncompliance, specify the nature of the alleged default and, where appropriate, the manner and period of time in which the noncompliance may be satisfactorily corrected. During the period of time the default letter is pending, the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is corrected, then no

default shall exist and the noticing party shall take no further action. If the default is not corrected within thirty (30) calendar days, the following courses of action shall apply:

(a) County Procedures

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

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

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

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

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

(b) Owner Procedures

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

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

(c) Waiver. Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect to any default shall not operate as a 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:

Reinier Santana, President
PRINT OWNER NAME

By: _____
Owner Signature

ENTITY NAME:

B-R Ovation GP, Inc., General Partner of B-R Ovation LP
PRINT ENTITY NAME

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 17th day of August, 2026,

by Reinier Santana
(Printed Name of Document Signer)

NOTARY PUBLIC

_____
Signature

DIANA IXTA SANCHEZ
Notary Public, State of Nevada
Appointment No. 25-6042-01
My Appt. Expires Sep 13, 2029

Exhibit "A"
Legal Description

(see next page for attachment)

WALLACE MORRIS KLINE SURVEYING, LLC
Land Survey Consulting

APN: 176-04-412-003, 010

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS PHASE 1 – SENIOR AFFORDABLE APARTMENTS.

DESCRIPTION

A PORTION OF LOT 1 OF THAT CERTAIN FINAL MAP ENTITLED "WARM SPRINGS MEDICAL CAMPUS" ON FILE IN BOOK 138, PAGE 24 OF PLATS, OFFICIAL RECORDS, CLARK COUNTY, NEVADA, LYING WITHIN THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1;

THENCE ALONG THE WEST BOUNDARY LINE THEREOF, SOUTH 00°54'32" EAST, 290.93 FEET TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID WEST BOUNDARY LINE, NORTH 89°45'30" EAST, 515.72 FEET;

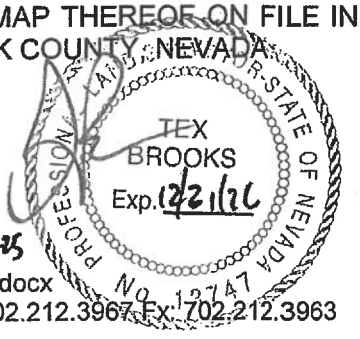
THENCE SOUTH 00°54'32" EAST, 353.15 FEET TO THE SOUTH BOUNDARY LINE OF SAID LOT 1;

THENCE ALONG SAID SOUTH BOUNDARY LINE, SOUTH 89°45'30" WEST, 515.72 FEET TO THE WEST BOUNDARY LINE OF SAID LOT 1;

THENCE ALONG SAID WEST BOUNDARY LINE, NORTH 00°54'32" WEST, 353.15 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 4.18 ACRES, MORE OR LESS.

BASIS OF BEARINGS
NORTH 01°02'46" WEST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA AS SHOWN BY MAP THEREOF ON FILE IN BOOK 138, PAGE 24 OF PLATS, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.



TEX J. BROOKS, PLS
NEVADA LICENSE NO. 13747

10-15-25

P:\OVT\21105 - Gagnier and Durango\LEGALS\21105-PM PHASE-01.docx
6525 W. Warm Springs Road, #100, Las Vegas, Nevada 89118, Ph: 702.212.3967 Fx: 702.212.3963

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

B-R Ovation Limited Partnership
10650 W. Charleston Blvd., #150
Las Vegas, NV 89135

Applicant/Correspondent

Ovation Contracting, Inc. -- Janet Goyer
10650 W. Charleston Blvd., #150
Las Vegas, NV 89135

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

(see next page for attachments)

04/21/26 PC AGENDA SHEET

PUBLIC HEARING
APP. NUMBER/OWNER/DESCRIPTION OF REQUEST
UC-26-0135-BR OVATION LIMITED PARTNERSHIP:

USE PERMIT for senior housing.
WAIVERS OF DEVELOPMENT STANDARDS for the following: **1)** increase retaining wall height; and **2)** eliminate EV-capable parking spaces.
DESIGN REVIEW for a proposed multi-family residential development on a 4.18 acre portion of a 14.57 acre site in a CC (Commercial Core) Zone.

Generally located south of Arby Avenue and west of Gagnier Boulevard within Spring Valley. MN/jam/kh (For possible action)

RELATED INFORMATION:

APN:
176-04-412-002 through 176-04-412-004; 176-04-412-010

WAIVERS OF DEVELOPMENT STANDARDS:
1. Increase the height of a proposed retaining wall to 5 feet, where 3 feet is the maximum height allowed per Section 30.04.03C (a 60% increase).
2. Eliminate EV-capable parking spaces where 48 EV-capable spaces are required per Section 30.04.05H.

PROPOSED LAND USE PLAN:
SPRING VALLEY - ENTERTAINMENT MIXED-USE (ALLOWS 18 OR MORE DU/AC)

BACKGROUND:
Project Description
General Summary
- Site Address: N/A
- Site Acreage: 4.18 acre portion of a 14.57 total acre site
- Project Type: Multi-family residential (senior affordable housing)
- Number of Units: 190
- Density (du/ac): 46
- Number of Stories: 4
- Building Height (feet): 55
- Square Feet: 48,168
- Open Space Required/Provided: 19,000/27,000
- Parking Required/Provided: 190/191
- Sustainability Required/Provided: 5/5

Site Plan

The proposed project is part of a 3 phase development located on the subject parcels south of Arby Avenue and west of Gagnier Boulevard. The submitted plans depict Phase 1 for a senior affordable multi-family development which includes 190 units on approximately 4.18 acres (14.57 acres total for all phases) on parcels 176-04-412-010 and 176-04-412-003 at the southwest corner of the overall site.

Phase 1 is organized around a 4 story, E-shaped multi-family building. The internal circulation system includes a primary north–south private drive that extends from Arby Avenue (to the north) and connects to an internal access drive from Gagnier Boulevard to the east.

Parking areas are distributed evenly around the building and 191 spaces are provided where 190 parking spaces are required. No EV-capable parking spaces are provided, thus necessitating a waiver of development standards. The plan incorporates pedestrian walkway paths, bicycle parking, trash enclosures, and covered parking. Amenities identified on the site plan include the pool area, clubhouse, courtyard, vegetable garden planters, dog park, yoga areas, trellised seating, BBQ stations, and outdoor gathering areas, all centrally located to serve Phase 1 residents.

In the southwest corner of the site, the applicant proposes a retaining wall with a maximum height of five feet where 3 feet is the maximum allow; hence the waiver request. The increased height is necessary due to existing grade differentials along the shared property line and the need to properly transition elevations between Phase 1 and the adjacent developed areas.

Landscaping

The landscape plan for Phase 1 includes landscape finger islands in between the covered parking areas, as well as trees and shrubs surrounding the exterior of the building. Perimeter landscaping along the south and west property lines includes an 8 foot wide landscape strip with medium trees and shrubs to be planted 20 feet on center with shrubs. Along the north property line, medium trees are planted every 30 to 40 feet on center. Buffering and screening is not required; however, the applicant provided a significant number of trees for this phase.

Lastly, along Arby Avenue and Gagnier Boulevard, the plan features detached sidewalks with 5 foot wide landscape strips on each side of the side walk. The plan shows medium trees spaced every 20 feet with associated shrubs and groundcover.

Elevations

The building elevations depict a 4 story structure with parapet elements and tower features that give the building a varied and articulated profile. The building height transitions from Level 1 at ground level to the top of Level 4, with parapets rising above the roofline and tower forms extending slightly higher. The overall height is shown at 55 feet, meeting Title 30. The exterior is composed of a multi-color stucco palette utilizing complementary tones across all façades, providing visual interest and avoiding monolithic massing. The elevations illustrate consistent window placement, vertically aligned openings, and architectural breaks to reinforce rhythm and reduce façade scale. Rooftop mechanical equipment is screened behind parapets. Overall, the

elevation design reflects a contemporary architectural character consistent with previous multi-family approvals in the area.

Floor Plans

The building consists of 4 residential levels stacked above common-area functions on Level 1. The unit floor plans includes 1 bedroom and 2 bedroom units ranging between approximately 662 to 665 square feet for 1 bedroom layouts and 888 to 955 square feet for 2 bedroom layouts. Unit floor plans feature open living and kitchen configurations, walk-in closets, optional balconies on select one-bedroom units.

Level 1 contains the primary resident services and amenity components, including the leasing office, mail center, lockers, vending area, food pantry, mail center, great room, kitchen area, fitness center and restrooms.

Level 2 includes a wellness room, computer room, and lounge/library. Level 3 includes the game room and salon and Level 4 includes a movie room and a dedicated laundry room. Vertical circulation is provided by 6 stairwells and 2 elevators located to ensure accessibility across all levels.

Applicant's Justification

The applicant states that this proposed development is a high-quality senior affordable multi-family community that remains consistent with the previously approved mixed-use framework for the site and compatible with surrounding uses. This project delivers 190 units within a four-story building designed to provide accessible, senior-focused housing supported by a full suite of indoor and outdoor amenities . The site plan organizes circulation, parking, and pedestrian connections efficiently, while streetscape enhancements, detached sidewalks, and a robust landscape program exceed minimum requirements and contribute to an attractive, well-integrated development. The applicant also seeks a waiver to allow a 5 foot retaining wall in the southwest corner where 3 feet is permitted; additional height is necessary to address existing grade changes and ensure proper site function without creating visual or compatibility impacts. As designed, Phase 1 supports the County's goals for infill, redevelopment, and diverse housing options, and represents an appropriate and beneficial use of the property.

Prior Land Use Requests

Application Number	Request	Action	Date
ET-25-400015 (UC-22-0698)	First extension of time for a high impact project and mixed-use development	Approved by BCC	April 2025
VS-23-0282	Vacated and abandoned a portion of Butler Street - APN: 176-04-412-010 (only) - recorded	Approved by PC	July 2023
VS-22-0699	Vacated and abandoned patent easements and right-of-way	Approved by BCC	February 2023
UC-22-0698	Use Permit, waiver of development standards, and design review for a high impact project and mixed-use development	Approved by BCC	February 2023

Prior Land Use Requests

Application Number	Request	Action	Date
ZC-20-0094	Zone change from C-2 to U-V zoning (now CC zoning) - use permits and design review for a mixed-use development - expired	Approved by BCC	June 2020
SC-18-0899	Street name change to name an unnamed private street to Advanced Way	Approved by PC	January 2019
TM-500174-07	Tentative map for a 1 lot commercial subdivision	Approved by PC	July 2007
ZC-0402-05	Zone change from R-E to C-2 zoning for a 20.9 acre medical complex including a hospital and medical office buildings.	Approved by BCC	April 2005

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North	Business Employment	CG & IP	Shopping center & distribution center
South	Business Employment	CG & IP	Office complex & undeveloped
East	Business Employment	CG	Assisted living facility
West	Corridor Mixed-Use	CG	Shopping center

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

Related Applications

Application Number	Request
PA-26-700009	A plan amendment from Business Entertainment to Entertainment Mixed-Use is a companion item on this agenda.
UC-26-0149	A use permit, waivers of development standards, and design review for a senior housing multi-family residential development is a companion item on this agenda.
WS-26-0150	A waivers of development standards and design review for a mixed-use development 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

Use Permit

A special use permit is considered on a case by case basis in consideration of the standards for approval. Additionally, the use shall not result in a substantial or undue adverse effect on adjacent properties, character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety,

and general welfare: and will be adequately served by public improvements, facilities, and services, and will not impose an undue burden.

In the CC zone, Title 30 allows a use permit to establish the density of senior housing in conjunction with a multi-family residential development per approved plans. This request is to allow 46 units per acre for a proposed affordable senior housing project on the subject site. The request complies with Policy 1.4.4 of the Master Plan which encourages infill development and redevelopment in established neighborhoods while promoting compatibility with the scale and intensity of the surrounding area. This request also complies with Goal 1.2 of the Master Plan which seeks to expand the number of long-term affordable housing units available in Clark County. For these reasons, staff can support this request.

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 Standard #1

The request is to allow a retaining wall located along the southwest property line of the site to be up to 5 feet in height. The increase in the retaining wall height is due to the existing grade at the adjacent developed property versus the proposed grade on this development. For these reasons, staff can support this request.

Waiver of Development Standard #2

This waiver of development standards request is to waive the requirement for 48 EV-capable parking spaces. The applicant is proposing 6 EV-installed parking spaces, which is the required number per code, with spaces being dispersed throughout the site. Staff finds that this proposed community may have reduced driving needs and may rely more on shared transportation services offered by private companies or the Regional Transportation Commission (RTC) of Southern Nevada. For these reasons, staff can 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 others 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 senior affordable multi-family development in Phase 1 demonstrates a cohesive architectural and site design that is compatible with surrounding development and consistent with the intent of the Commercial Core zoning district. The building incorporates a 4 story, E-shaped configuration that provides visual interest on all sides through varied massing,

articulated parapets, tower elements, and a balanced window rhythm. The project integrates a full suite of resident amenities on all four levels, ensuring active, populated spaces throughout the building. Site circulation is well-organized, with pedestrian pathways, accessible connections, and evenly distributed parking fields that minimize conflicts and promote walkability. Landscape treatments along the frontages and perimeter soften the building edges, enhance the streetscape, and strengthen compatibility with adjacent uses. The overall design reflects thoughtful placement of amenities, building orientation, and open-space components to create a functional and attractive environment tailored to senior residents.

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

Staff Recommendation
Approval. This item will be forwarded to the Board of County Commissioners' meeting for final action on May 20, 2026 at 9:00 a.m., unless otherwise announced.

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
- Expunge UC-22-0698 and ET-25-400015 (UC-22-0698);
- A subdivision map removing the subject site from the recorded commercial final map must be recorded prior to the issuance of building permits;
- Enter into a standard development agreement prior to any permits 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;

- Full off-site improvements on Arby Avenue and Gagnier Boulevard.

Department of Aviation

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

Fire Prevention Bureau

- Provide a Fire Apparatus Access Road in accordance with Section 503 of the International Fire Code and Clark County Code Title 13, 13.04.090 Fire Service Features.
- Applicant is advised that fire/emergency access must comply with the Fire Code as amended.

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email sewerlocation@cleanwaterteam.com and reference POC Tracking #0454-2026 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

TAB/CAC:
APPROVALS:
PROTESTS:

APPLICANT: JANET GOYER
CONTACT: JANET GOYER, OVATION CONTRACTING, INC., 10650 W. CHARLESTON BOULEVARD, SUITE 150, 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

Jennifer Ammerman, Deputy, Director

NOTICE OF FINAL ACTION

June 01, 2026

JANET GOYER
OVATION CONTRACTING, INC.
10650 W. CHARLESTON BOULEVARD. SUITE 150
LAS VEGAS, NV 89135

REFERENCE: UC-26-0135

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

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of **May 20, 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

- **Expunge UC-22-0698 and ET-25-400015 (UC-22-0698);**
- **A subdivision map removing the subject site from the recorded commercial final map must be recorded prior to the issuance of building permits;**
- **Enter into a standard development agreement prior to any permits 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
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

Jennifer Ammerman, Deputy, Director

Public Works - Development Review

- **Drainage study and compliance;**
- **Full off-site improvements on Arby Avenue and Gagnier Boulevard.**

Department of Aviation

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

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- **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 #0454-2026 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).

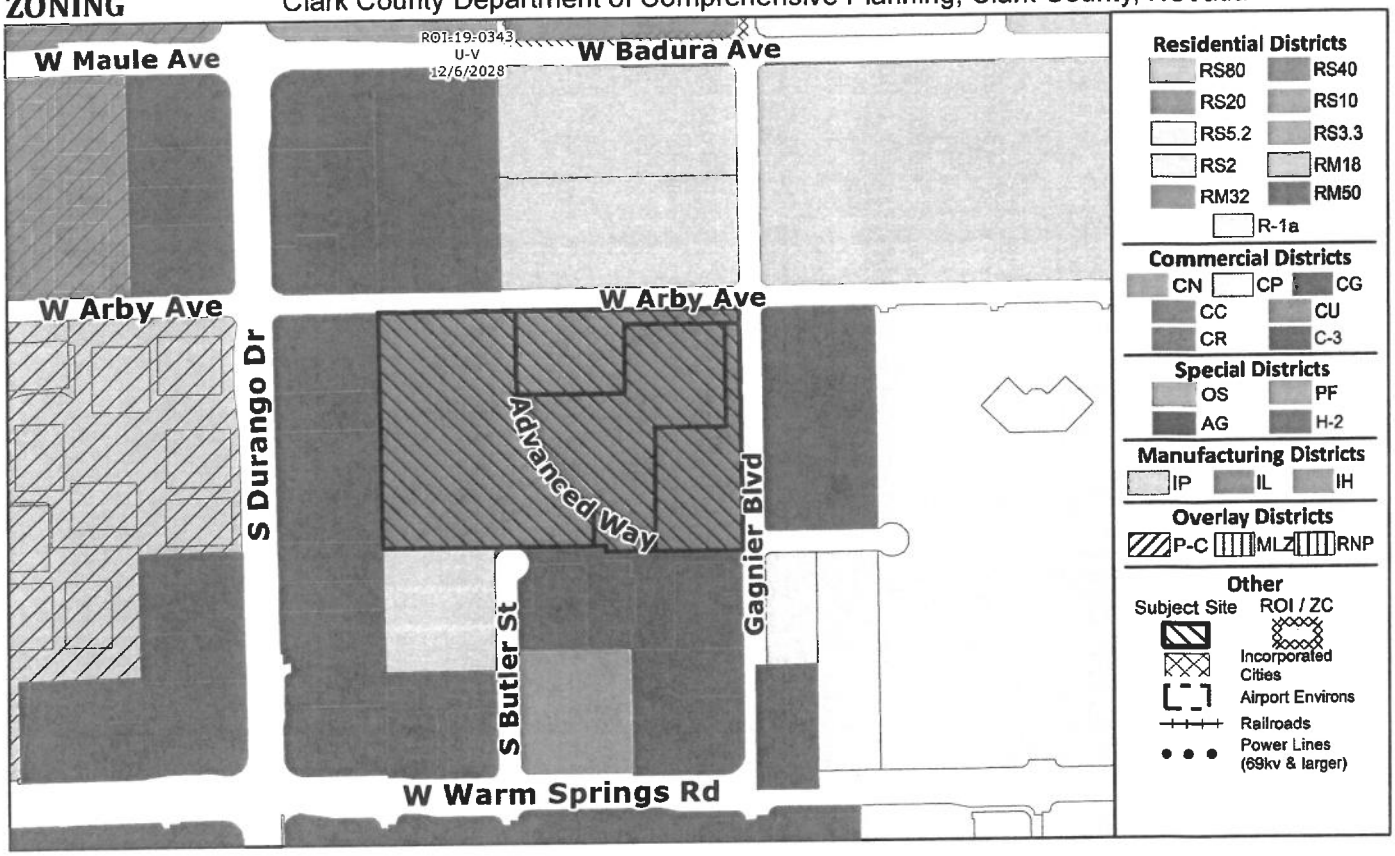
BOARD OF COUNTY COMMISSIONERS
MICHAEL NAFT, Chair · WILLIAM MCCURDY II, Vice Chair
TICK SEGERBLOM · MARILYN KIRKPATRICK · JUSTIN C. JONES · APRIL BECKER · JAMES B. GIBSON
KEVIN SCHILLER, County Manager

Commission Agenda Map

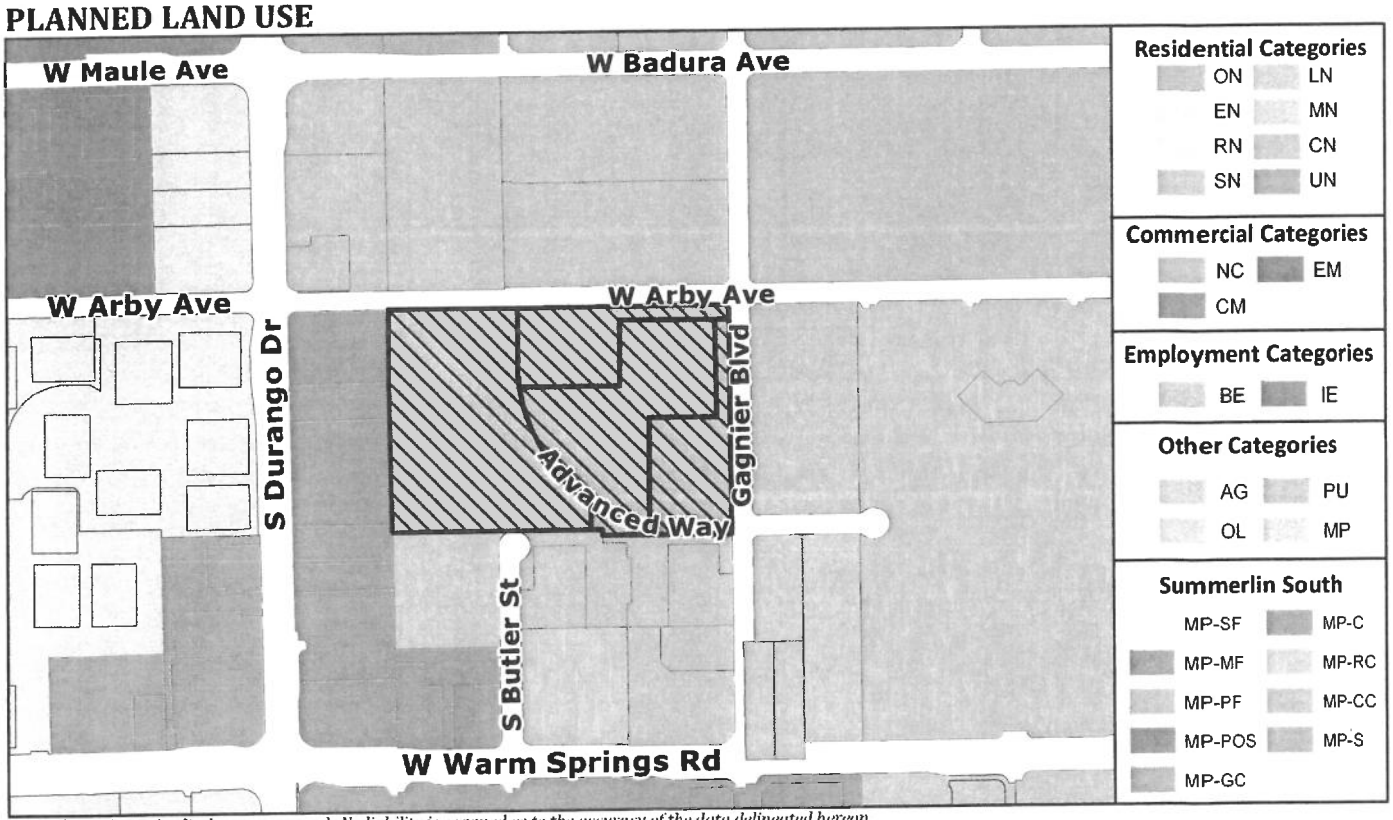
UC-26-0135

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)
17604412002
17604412004
17604412003
~~See complete list on file~~

0 125 250 500 Feet

Map Created on 3/3/2026