

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

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

Recommendation: ORD-20-900535: Conduct a public hearing on an ordinance to consider adoption of a Development Agreement with Greystone Nevada, LLC for a residential subdivision (Fort Apache and Mountains Edge) on 41.9 acres, generally located on the northwest corner of Fort Apache Road and Pyle Avenue within Enterprise. JJ/ab (For possible action)

FISCAL IMPACT:

None by this action.

BACKGROUND:

The Board of County Commissioners (Board) approved a land use application with Greystone Nevada, LLC for a residential subdivision (Fort Apache and Mountains Edge) on 41.9 acres, generally located on the northwest corner of Fort Apache Road and Pyle Avenue within Enterprise. Conditions of approval included the developer and/or owner entering into a Development Agreement prior to any permits being issued in order to provide their fair-share contribution towards public infrastructure necessary to provide service in the southwest portion of the Las Vegas Valley.

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

Staff recommends the Board conduct a public hearing.

Cleared For Agenda
01/20/21

BILL NO. 1-6-21-1

SUMMARY - An ordinance to adopt the Development Agreement with Greystone Nevada, LLC for a residential subdivision (Fort Apache and Mountains Edge) on 41.9 acres, generally located on the northwest corner of Fort Apache Road and Pyle Avenue within Enterprise.

ORDINANCE NO. (of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH GREYSTONE NEVADA, LLC FOR A RESIDENTIAL SUBDIVISION (FORT APACHE AND MOUNTAINS EDGE) ON 41.9 ACRES, GENERALLY LOCATED ON THE NORTHWEST CORNER OF FORT APACHE ROAD AND PYLE AVENUE WITHIN ENTERPRISE, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

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

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.20 of the Clark County Code, the Development Agreement with Greystone Nevada, LLC for a residential subdivision (Fort Apache and Mountains Edge) on 41.9 acres, generally located on the northwest corner of Fort Apache Road and Pyle Avenue within Enterprise, is hereby adopted.

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

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

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

PROPOSED on the day of , 2021

INTRODUCED by:

PASSED on the day of , 2021

VOTE:

AYES:

NAYS:

ABSTAINING:

ABSENT:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
MARILYN K. KIRKPATRICK, Chair

ATTEST:

Lynn Marie Goya, County Clerk

This ordinance shall be in force and effect from and after the _____ day
of _____ 2021.

APN(s): 176-30-601-002, 003, and 004
Please Return to: Joel McCulloch
Comprehensive Planning Department
1st Floor, Clark County Government Center
500 Grand Central Parkway
Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK

AND

GREYSTONE NEVADA LLC

FOR

FORT APACHE AND MOUNTAINS EDGE

ORD-20-900535

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

SECTION 1

DEFINITIONS

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

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

(b) "Applicable Rules" means and refers to the following:

(i) 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 Planned Community, 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 Planned Community, unless and until the parties agree that the development of the Planned Community 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) "CCRFCD" means the Clark County Regional Flood Control District.
- (f) "Code" means the Clark County Code, including all rules, regulations, standards, criteria, manuals and other references adopted herein.
- (g) "Concurrent Approvals" means the zoning, land use or map approvals and authorizations, relating to the subject property, together with the applicable conditions, as granted by the County Commission, including without limitation those approvals and conditions of approval per **NZC-18-0287**, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.
- (h) "County" means the County of Clark, State of Nevada together with its successors and assigns.
- (i) "County Commission" means the Board of County Commissioners or Planning Commission of the County of Clark, State of Nevada.
- (j) "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.
- (k) "Development Agreement Ordinance" means Chapter 30.20 of the Clark County Unified Development Code (Title 30) along with any other Chapters of the Clark County Code that are relevant to this agreement.
- (l) "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.
- (m) "NDOT" means Nevada Department of Transportation.
- (n) "NRS" means Nevada Revised Statutes.
- (o) "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.
- (p) "Planned Community" means the Subject Property and the proposed development of the Subject Property described in this Agreement.
- (q) "Street Improvements" means public or private facilities that may include but are not limited to fire hydrants, sidewalks, curbs, gutters, pavement, gravel, aggregate base, streetlights, street name signs, traffic signals and signs, pavement markings, other applicable traffic control

devices, survey monuments, flood control and drainage facilities which are permitted within public rights-of-way as required by the County.

(r) "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".

(s) "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 Planned Community 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 Clark County 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 Planned Community 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 Planned Community 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 Planned Community. 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 Planned Community 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 Planned Community 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 PLANNED COMMUNITY

3.01 Time for Construction and Completion of the Planned Community. 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 Planned Community. Nothing herein shall be construed to require the Owner to develop the Planned Community 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 Planned Community 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 Planned Community may proceed as if all of it were in an area designated "Community District 2" notwithstanding that portions of the Planned Community which otherwise have the characteristics of "Community District 3".

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 Planned Community 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 Planned Community. 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 Planned Community 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 Planned Community, 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 Southwest Las Vegas Valley				
Type of Development	Infrastructure Category			Total Contribution Per Unit
	Transportation	Parks	Public Safety	
Single Family Dwelling Unit (per dwelling unit)	\$55.64	\$532.93	\$95.17	\$683.74
Multi Family Dwelling Unit (per dwelling unit)	\$38.07	\$532.93	\$95.17	\$666.17
Retail (per square foot gross floor area)	\$0.25	N/A	\$0.10	\$0.35
Office (per square foot gross floor area)	\$0.07	N/A	\$0.10	\$0.17
Industrial (per square foot gross floor area)	\$0.05	N/A	\$0.10	\$0.15
Hotel (per room)	\$57.10	N/A	\$95.17	\$152.27

4.02 Parks. In addition to the fees for parks in Chart 4.01-A above, Owner agrees that this development is subject to the Residential Construction Tax, as set forth and defined in Nevada Revised Statutes.

4.03 Traffic Study. Owner shall prepare and submit to the County (and NDOT if applicable) a Traffic Study (if required) acceptable to the County (and NDOT if applicable) for the Subject Property prior to submittal of any final map for technical review, or prior to County issuance if any grading or building permits; whichever occurs first, and Owner agrees to comply with said Study as approved by the County. Any modification to the Transportation 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 Planned Community 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 Planned Community 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-reference periods for correcting the alleged default, Owner may issue a letter requesting a hearing before the County Commission for review of the alleged default. Upon receipt of the letter, County shall schedule an item to consider the alleged default on the next available Commission zoning agenda.

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

- (c) Waiver. Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceeding which it may deem necessary to protect, assert, or enforce any of its right or remedies.
- (d) Notices. All notices provided for herein shall be sent to and in the manner provided in Section 7.08 of this Agreement.

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

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

5.06 Institution of Legal Action. The County and Owner agree that the County would not have entered into this agreement if it were liable for damages under or with respect to this Agreement. Accordingly, the County and the Owner may pursue any remedy at law or equity available for breach, except that neither the Owner nor the County shall be liable to the other or to any other person or entity for any monetary damages whatsoever. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Section 5.03. Following such notice, a public hearing must be held by the County Commission where the allegations will be considered and a decision regarding their merits will be reached. Any judicial review of the County Commission's decision or any legal action taken pursuant to this Agreement will be heard by a Court under the standard review appropriate to Court review of zoning actions, and the decision of the County Commission shall be overturned or overruled if their 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, they 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 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, 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 Planned Community within the area covered by a recorded subdivision map shall be subject to the obligations of Owner as to the portion of the Planned Community 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 Planned Community.

(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 Planned Community 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 Planned Community.

(d) Financial Transactions. Owner has full discretion and authority to transfer, assign or encumber the Planned Community 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 there from, 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 Planned Community. 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 Planned Community. Owner agrees to indemnify, hold harmless, and provide and pay all costs for a defense for County in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is solely caused by the intentional or negligent act of County, its officers, agents, employees, or representatives.

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

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

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

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

With a Copy to: COUNTY OF CLARK
OFFICE OF THE DISTRICT ATTORNEY-CIVIL DIVISION
Clark County Government Center
500 South Grand Central Parkway, 5th Floor
P.O. Box 552215
Las Vegas, Nevada 89155-2215

Either party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the delivery date by overnight courier or mail is first attempted.

7.09 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

7.10 Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the County or Owner, as the case may be.

7.11 Recording Amendments. Promptly after the Effective Date, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of County and Owner in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon the completion of performance of this Agreement or its earlier revocation or termination, a statement evidencing said completion or revocation signed by appropriate officers of County and Owner shall be recorded in the Official Records of Clark County, Nevada.

7.12 Release. Each residential lot 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 a building permit for the construction of a residence thereon.

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(p) 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.

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

COUNTY:

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

Attest:

By: _____
Marilyn K. Kirkpatrick, Chair

Lynn Marie Goya, County Clerk

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

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

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

NOTARY PUBLIC

Signature


My Commission expires: _____

OWNER:

GREYSTONE NEVADA, LLC

PRINT OWNER NAME

By:


Owner Signature ROBERT JOHNSON
(AUTHORIZED AGENT)

ACKNOWLEDGMENT:

STATE OF NEVADA)

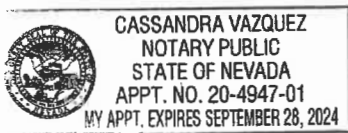
)ss:

COUNTY OF CLARK)

This instrument was acknowledged before me on the 11TH day of DECEMBER, 2020,

by ROBERT JOHNSON (AUTHORIZED AGENT)

(Printed Name of Document Signer)



NOTARY PUBLIC


Signature

My Commission expires: SEPTEMBER 28, 2024

Exhibit “A”
Legal Description

(see next page for attachment)

EXHIBIT A
LEGAL DESCRIPTION

APN 176-30-601-002

THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

TOGETHER WITH;

APN 176-30-601-003

THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AND THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

TOGETHER WITH;

APN 176-30-601-004

THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

THE SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 30;

THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF HE NORTHEAST QUARTER (NE 1/4);

THE SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 30;

NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 30;

THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 30;

THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 30;

THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 30;

Exhibit “B”
Development Agreement Owner Correspondence

Exhibit "B"
Development Agreement Owner/Applicant Correspondence

In accordance with Section 7.08, all notices, demands and correspondence required or provided for under this agreement shall be sent to the Owner and/or Applicant as follows:

Address all Correspondence as follows:

Owner

Owner Name Greystone Nevada, LLC
Street Address 9275 West Russell Road, Suite 400
City. State, ZIP Las Vegas, NV 89148

Applicant/Correspondent

Applicant/Correspondent Taney Engineering Attn Elisha Scrogum
Street Address 6030 South Jones Blvd.
City. State, ZIP Las Vegas, NV 89118

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

RESIDENTIAL DEVELOPMENT
(TITLE 30)

UPDATE
FORT APACHE RD/PYLE AVE

PUBLIC HEARING
APP. NUMBER/OWNER/DESCRIPTION OF REQUEST
NZC-18-0287-USA:

AMENDED ZONE CHANGE to reclassify a 41.9 acre portion of a 285.2 acre parcel from R-E (Rural Estates Residential) Zone to R-2 (Medium Density Residential) Zone.

WAIVERS OF DEVELOPMENT STANDARDS for the following: 1) landscaping; 2) reduce street intersection off-set; 3) increase the maximum allowed disturbance area for slopes exceeding 12% in a hillside development (previously not notified); 4) permit nonstandard improvements (landscaping) within a right-of-way (previously not notified); and 5) increase the length of dead end streets (previously not notified).

DESIGN REVIEWS for the following: 1) a single family residential development; 2) a preliminary grading plan in conjunction with a hillside development (slopes greater than 12%); 3) to permit a hammerhead cul-de-sac design where a radius cul-de-sac is the preferred design for residential developments; and 4) increase finish grade for a single family residential development on 41.9 acres in an R-2 (Medium Density Residential) Zone.

Generally located on the northwest corner of Fort Apache Road and Pyle Avenue (alignment) within Enterprise (description on file). SB/al/ja (For possible action)

RELATED INFORMATION:

APN:
176-30-201-001; 176-30-601-002

WAIVERS OF DEVELOPMENT STANDARDS:

1. a. Permit alternative landscaping along collector and arterial streets (Pyle Avenue and Fort Apache Road) where landscaping is required per Figure 30.64-17 (no longer required).
b. Waive on-site landscaping along a collector street (Pyle Avenue) where landscaping is required per Figure 20.64-17 (previously not notified).
2. Reduce the street intersection off-set to 115 feet where 125 feet is required per Section 30.52.052 (an 8% reduction).
3. Increase the maximum allowed disturbance area for slopes exceeding 12% in a hillside development to 227,066 square feet (54.2%) where a maximum of 209,163 square feet (50%) is permitted per Table 30.56-1 (previously not notified).
4. Permit nonstandard improvements (landscaping) within a right-of-way (Pyle Avenue) where not permitted per Section 30.52.050 (previously not notified).
5. Increase the length of dead end streets to a maximum of 1,020 feet where a maximum of 500 feet is permitted per Section 30.52.052 (a 104% increase) (previously not notified).

DESIGN REVIEWS:

1. A proposed single family residential development.
2. A preliminary grading plan for a single family residential development within a Hillside Area.
3. Permit a hammerhead cul-de-sac design where a radius cul-de-sac per Uniform Standard Drawing 212 is the preferred design for residential developments per Section 30.56.080.
4. Increase finish grade up to 72 inches (6 feet) where 18 inches (1.5 feet) is the standard per Section 30.32.040 (a 300% increase).

LAND USE PLAN:

ENTERPRISE - OPEN LAND (UP TO 1 DU/10 AC)

ENTERPRISE - PUBLIC FACILITIES

ENTERPRISE - RESIDENTIAL SUBURBAN (UP TO 8 DU/AC)

BACKGROUND:**Project Description****General Summary**

- Site Address: 9853 S. Fort Apache Road
- Site Acreage: 41.9 acre portion of a 285.2 acre parcel
- Number of Lots: 222 residential/9 common
- Density (du/ac): 5.3
- Minimum/Maximum Lot Size: 4,000/11,633
- Project Type: Single family residential development
- Number of Stories: 2
- Building Height: Up to 35 feet
- Square Feet: 2,055 to 2,636
- Open Space Required/Provided: 0/6.4 acres

Neighborhood Meeting Summary

This request is for a nonconforming zone change to reclassify an approximately 41.9 acre portion of a 285.2 acre parcel from R-E to R-2 zoning for a single family residential development. The applicant conducted a neighborhood meeting on March 19, 2018 as required by the nonconforming zone boundary amendment process. The meeting was held at the Yellowstone Clubhouse at 10175 S. Quarterhorse Lane. The required meeting notices were mailed to the neighboring property owners and 27 neighboring property owners attended the meeting. The neighbors expressed several concerns with the project, which included: overcrowded schools; additional traffic; off-site improvements; lot sizes and project density; the project creating demand for additional development of the areas to the south of this site; loss of access to the mountain; blasting the hillsides; lack of water pressure which would be made worse by this project. Neighbors also requested that the development be an age restricted community (55+) and that homes be limited to 1 story.

Site Plans

Revised plans dated August 28, 2018 were submitted for the project. The revised plans depict a single family residential development consisting of 222 lots with a density of 5.3 dwelling units per acre. The site is a 41.9 acre portion of a 285.2 acre parcel that was purchased at auction from the Bureau of Land Management. The 41.9 acres is located on the southeastern portion of the parcel at the northwest corner of Fort Apache Road and Pyle Avenue (alignment). The revised plans depict the site being developed as 2 single family residential developments separated between the eastern and western portions of the site. Access to the development on the western portion of the site is provided from Pyle Avenue, a public street that terminates in a radius cul-de-sac approximately 1,020 feet west of Fort Apache Road. Access to the eastern portion of the site is provide from Fort Apache Road. Access within the development is provided by 39 foot wide private streets with 5 foot wide sidewalks on 1 side of the streets. The northern and western portions of the site are located within a hillside area (slopes greater that 12%). A slope analysis indicates that approximately 418,327 square feet (9.6 acres) of the development is located within the hillside area, and 227,066 square feet (5.2 acres for 54.2%) of the hillside area will be disturbed. The plans depict 9 common element lots with a total area of approximately 6.4 acres. These common elements are located along Fort Apache Road and Pyle Avenue, along the entrances to the development, and along the north and west sides of the site. The common elements along the west and north sides of the site are intended to reduce disturbance of the hillside areas. The plans depict 4 streets which terminate with a hammerhead cul-de-sac design and are within the eastern portion of the site.

Landscaping

The plans depict a minimum 15 foot wide landscape area with a detached sidewalk along Fort Apache Road. A minimum 15 foot wide landscape area is depicted within the Pyle Avenue right-of-way with no on-site landscape area provided adjacent to Pyle Avenue. Additional landscape areas re-depicted at the entrances to the development. All of these landscape areas consist of trees, shrubs, and groundcover.

Elevations

The plans depict 2 story residences with a maximum height of 35 feet. Each residence will have a pitched roof with concrete tile for roofing material. The exterior of the residences are a combination of stucco painted in earth tone colors with stone or brick veneer. The designs include pop-outs, recesses, window fenestrations and other architectural features to break-up the vertical and horizontal surfaces of the buildings to enhance residences.

Floor Plans

The plans depict single family residences that are between 2,055 square feet to 2,636 square feet in area. Each residence will have a 2 car garage and options for 3 to 6 bedrooms.

Applicant's Justification

The applicant indicates that the proposed project is compatible with existing developments to the east across Fort Apache Road. The architectural designs of the proposed residences are consistent with existing single family homes in the area. The use of the hammerhead cul-de-sac design will limit the disturbance of the hillside area. The project will provide additional housing options for the community.

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North	Open Land (open space/grazing/vacant land); residential (up to 1 du/10 ac), Public Facilities, Residential Rural (up to 0.5 du/ac) & Residential Suburban (up to 8 du/ac)	R-E & R-2	Undeveloped parcels
South	Open Land (open space/grazing/vacant land); residential (up to 1 du/10 ac)	R-E	Undeveloped parcels
East	Major Development Project	R-2	Single family residential developments
West	Open Land (open space/grazing/vacant land); residential (up to 1 du/10 ac) & Public Facilities	R-E	Undeveloped parcels & a detention basin

This site and the abutting parcels to the north and east are located in the Public Facilities Needs Assessment (PFNA) area.

Related Applications

Application Number	Request
VS-18-0290	A vacation of easements and rights-of-way is a companion item on this agenda.
TM-18-500059	A tentative map for a single family residential subdivision is a companion item on this agenda.

STANDARDS FOR APPROVAL:

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

Analysis**Current Planning****Zone Change**

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

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

This site is a 41.9 acre portion of a larger 285.2 acre parcel that is under the control of the Bureau of Land Management. The current land use plan designates the site of this project as Open Lands and Public Facilities. The remaining portions of the larger parcel that are not part of this request are designated Open Lands, Public Facilities, and directly north of this site approximately 35 acres are designated Residential Suburban; which would allow residential

development with densities up to 8 dwelling units per acre. The Public Facilities land use designation is intended for uses such as but not limited to schools, parks, flood control facilities, and public buildings. This site was sold by the Bureau of Land Management at auction for private ownership and the Public Facilities land use designation is no longer appropriate for this site. The proposed development would conform to the Residential Suburban land use designation, which is adjacent to a portion of the site. Therefore, staff finds that there has been a trend that has changed the character of the area which makes the proposed zone change appropriate for the area.

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

To the east across Fort Apache Road are several existing single family residential developments which abut this site. These existing single family residential developments are zoned R-2 and RUD and these residential developments are of equal or more intense density and intensity than the proposed project. There are approximately 35 acres adjacent to this site that are designated Residential Suburban in the Enterprise Land Use Plan, which would allow residential developments with densities of up to 8 dwelling units per acre. Therefore, the density and intensity of the proposed project is compatible with existing and planned land uses in this area.

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

There has been no indication from public service providers that the project will have a substantial adverse effect on public facilities and services in the area. The Clark County School District has indicated that the project would generate 122 additional students for this area and that the schools that serve this area are currently at or over capacity. The approval of this project will create additional demand for parks within the Enterprise area; however this may be off-set by the approximately 7.3 acres of open space being provided to help preserve the hillside areas.

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

The project conforms to Land Use Goal 7 of the Comprehensive Master Plan to provide housing alternatives to meet a range of lifestyle choices, ages, and affordability levels. The request conforms in part to Urban Specific Policy 4 of the Comprehensive Master Plan to preserve existing residential neighborhoods by encouraging vacant lots to develop at similar densities in the existing area. The project is of equal or lessor density and intensity as existing and planned land uses in the abutting area. Therefore, the project complies with Urban Specific Policy 10 of the Comprehensive Master Plan to encourage site designs to be compatible with adjacent land uses and off-site circulation patterns. Staff finds the project conforms to other applicable goals and policies.

Summary

Zone Change

There has been a trend that has changed the character of the area which makes the proposed zone change appropriate. The density and intensity of the proposed project is compatible with existing and planned land uses in the area. There has been no indication from service providers that this project will have an adverse effect of public facilities and services. The project conforms to other applicable goals and policies. Staff finds the applicant has provided a Compelling Justification to warrant approval of the zone change request.

Waivers of Development Standards

According to Title 30, the applicant shall have the burden of proof to establish that the proposed request is appropriate for its existing location by showing that the uses and value of the area adjacent to the property included in the waiver of development standards request will not be affected in a substantially adverse manner. The intent and purpose of a waiver of development standards is to modify a development standard where the provision of an alternative standard, or other factors which mitigate the impact of the relaxed standard, may justify an alternative.

Waiver of Development Standards #1a

This request was to allow alternative landscaping adjacent to Fort Apache Road and Pyle Avenue based on the landscape plan originally submitted with the application. A revised landscape plan date August 28, 2018 has been submitted which depicts landscaping along Fort Apache Road that is in conformance to Code, and now eliminates on-site landscaping adjacent to Pyle Avenue. Based on the revised landscape plan, waiver of development standards #1a for alternative landscaping adjacent to these streets is no longer needed.

Waiver of Development Standards #1b

The revised landscape plan submitted for the development has eliminated on-site landscaping adjacent to Pyle Avenue, and is depicting landscaping within the Pyle Avenue right-of-way. The purpose of landscaping is to improve physical and visual characteristics of the community. Landscaping improves air quality, reduces dust, noise, heat and assists with wind control among other things. The applicant is proposing to eliminate on-site landscaping along Pyle Avenue and provide a landscape area within the right-of-way. The proposed landscape area within the right-of-way would support the purposes for landscaping described in Code; however, staff does not support the elimination of on-site landscape areas adjacent to rights-of-way. Staff is concerned that landscaping within a right-of-way could be removed at a future date for widening the roadway or to provide utilities. Should this happen, without on-site landscaping the area along Pyle Avenue could become a barren eyesore, which would not fulfill the purpose and intent of Code. Current Planning can support providing landscaping within a right-of-way as long as it is in addition to on-site landscaping. The applicant has not provided a sufficient justification to warrant the approval of this request. This site is undeveloped and could be designed to provide the required landscape area. Therefore, staff finds the request is due to the design of the project which is a self-imposed hardship and does not support waiver of development standards #1b.

Waiver of Development Standards #3

A portion of this site is located within a hillside area with slopes that exceed 12%. Per Code, the portion of the site that is within the hillside area is allowed a maximum site disturbance 50%, which in this case would be 209,163 square feet. The plans indicate that the site disturbance within the hillside area is 227,066 square feet (54.2%). The original plans submitted for this project depicted 319,385 square feet of open space being provided and the revised plans that were submitted depict 280,434 square feet. This reduction in open space is causing additional disturbance within the hillside area. Staff finds that this request is due to the design of the project and that the applicant has not provided a sufficient justification to warrant approval of this request. Staff finds this is a self-imposed hardship, which staff does not support.

Design Reviews #1, #2, & #3

The proposed development is of equal or lessor intensity and density than the existing residential developments abutting this site. The proposed lot sizes are consistent with other developments to the east of this site across Fort Apache Road. The architectural design of the homes are also compatible with the existing residences within the subdivision to the east. However, the design and layout of the development is contingent upon the approval of waivers of development standards that staff does not support. Portions of the project are located within a hillside area and the plans indicate that the site disturbance within the hillside area will exceed 50%, which requires a waiver of development standards that staff does not support. Hammerhead design cul-de-sacs are depicted within the development where the radius cul-de-sac design is the preferred design for the terminus of streets within the County. Staff finds the applicant has not provide a sufficient justification to allow the hammerhead cul-de-sac design. Since staff is not supporting the waivers of development standards that are necessary for the design of the development, staff cannot support the designs for the project.

Public Works - Development Review

Waiver of Development Standards #2

The applicant did not provide any justification for the reduction in the street intersection offset. Without a valid argument as to why the standard cannot be met, staff recommends that the minimum of 125 feet be provided.

Waiver of Development Standards #4

Staff has no objection to the request for non-standard improvements in the Pyle Avenue right-of-way as this waiver will allow flexibility for the applicant to work with Public Works to develop Pyle Avenue into a multi-modal right-of-way with wider than standard access for pedestrians and bicyclists.

Waiver of Development Standards #5

Staff has no objection to the over-length dead end streets provided that the applicant secures approval from the Fire Department.

Design Review#4

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

Staff Recommendation

Approval of the zone change, waivers of development standards #4, #5, and design review #4; and denial of waivers of development standards #1b, #2, #3, and design reviews #1, #2, and #3. This item has been forwarded to the Board of County Commissioners for final action.

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

PLANNING COMMISSION ACTION: September 18, 2018 – APPROVED – Vote: Unanimous

Current Planning

- Resolution of Intent to complete in 4 years;
- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;
- 1 story homes only on Lots 104 through 122;
- Project must meet Mountains Edge design guidelines and standards;
- Permeon treatment and revegetation on cut slopes and hillsides;
- Design review as a public hearing for significant change to the plans;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that approval of a design review for a final grading plan for the hillside area is required prior to building permits and subdivision mapping; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; and that the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified.

Public Works - Development Review

- Drainage study and compliance;
- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Section 30.32.040(a)(9) are needed to mitigate drainage through the site;
- Traffic study and compliance;
- Full off-site improvements;
- Pyle Avenue to be constructed to a 60 foot wide standard roadway with the extra 20 feet of dedication to accommodate a trail as approved by Public Works - Development Review Division;

- Right-of-way dedication to include 45 feet to the back of curb for Fort Apache Road, 40 feet for Pyle Avenue, the portion of the cul-de-sac at the western terminus of Pyle Avenue, and associated spandrels;
- If the project is gated, queuing analysis and/or gate/callbox location must be approved by Public Works - Development Review Division;
- Fire Department approval of over-length streets;
- Applicant shall apply for BLM right-of-way grants to allow minimum paving on all perimeter streets.
- Applicant is advised that approval of this application will not prevent Public Works from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approvals.

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 #0071-2018 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

TAB/CAC: Enterprise - denial.

APPROVALS:

PROTEST: 298 cards, 5 letters

PLANNING COMMISSION ACTION: June 5, 2018 – HELD – To 07/03/18 – per the applicant.

PLANNING COMMISSION ACTION: July 3, 2018 – HELD – To 08/07/18 – per the applicant.

PLANNING COMMISSION ACTION: August 7, 2018 – HELD – To 08/21/18 – per the applicant.

PLANNING COMMISSION ACTION: August 21, 2018 – HELD – To 09/18/18 – per the applicant.

APPLICANT: JEFF THOMSON

CONTACT: ELISHA SCROGUM, TANEY ENGINEERING, 6030 S. JONES BOULEVARD, SUITE 100, LAS VEGAS, NV 89118

RECEIVED
10/15/18



Department of Comprehensive Planning

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

Nancy A. Amundsen, Director

NOTICE OF FINAL ACTION

October 11, 2018

ELISHA SCROGUM
TANEY ENGINEERING
6030 S. JONES BOULEVARD, SUITE 100
LAS VEGAS, NV 89118

REFERENCE: NZC-18-0287

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 **October 03, 2018** and was **APPROVED** subject to the conditions listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

CONDITIONS:

Current Planning

- Resolution of Intent to complete in 4 years;
- Per plans submitted on October 2, 2018;
- Submit an earth movement plan to staff prior to the issuance of building permits to show compliance with Title 30 Standards;
- Neighbors to be notified prior to major excavation activities;
- 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;
- 1 story homes only on Lots 105 through 223;
- Project must meet Mountains Edge design guidelines and standards;
- Permeon treatment and revegetation on cut slopes and hillsides;
- Design review as a public hearing for significant change to the plans;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that approval of a design review for a final grading plan for the hillside area is required prior to building permits and subdivision mapping; a substantial change in circumstances or regulations may warrant denial or added conditions to an

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Department of Comprehensive Planning

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(702) 455-4314 • Fax (702) 455-3271

Nancy A. Amundsen, Director

extension of time; and that the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified.

Public Works - Development Review

- Drainage study and compliance;
- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Section 30.32.040(a)(9) are needed to mitigate drainage through the site;
- Traffic study and compliance;
- Full off-site improvements;
- Pyle Avenue to be constructed to a 60 foot wide standard roadway with the extra 20 feet of dedication to accommodate a trail as approved by Public Works - Development Review Division;
- Right-of-way dedication to include 45 feet to the back of curb for Fort Apache Road, 40 feet for Pyle Avenue, the portion of the cul-de-sac at the western terminus of Pyle Avenue, and associated spandrels;
- If the project is gated, queuing analysis and/or gate/callbox location must be approved by Public Works - Development Review Division;
- Fire Department approval of over-length streets;
- Applicant shall apply for BLM right-of-way grants to allow minimum paving on all perimeter streets.
- Applicant is advised that approval of this application will not prevent Public Works from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approvals.

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 #0071-2018 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

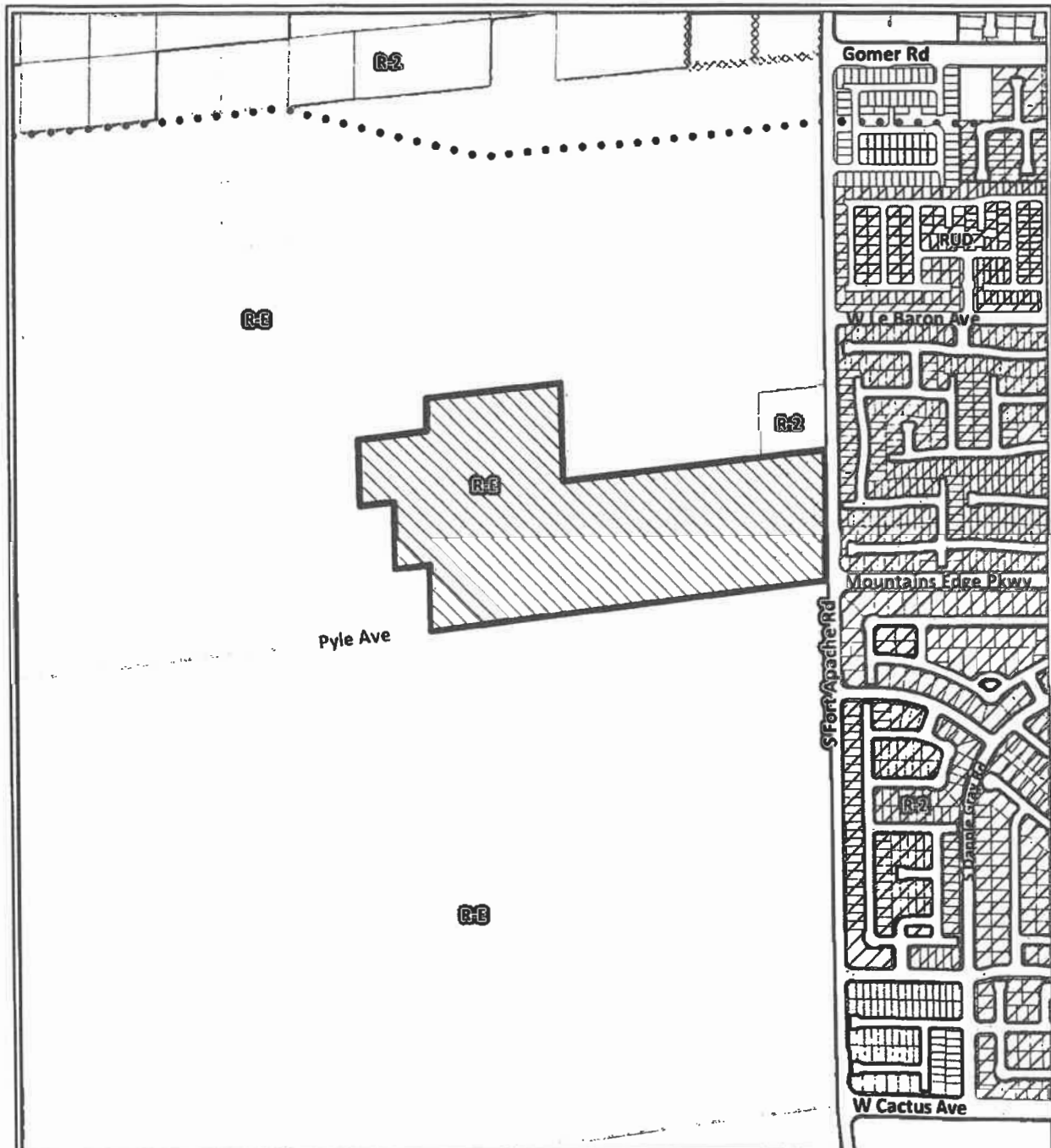
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Commission Agenda Map

NZC-18-0287

Clark County Department of Comprehensive Planning, Clark County, Nevada

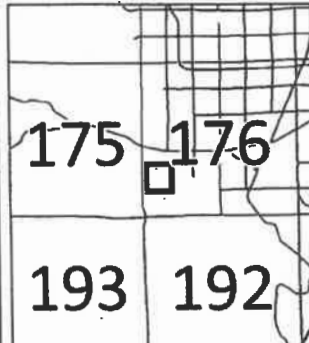


Subject Parcel(s)
17630601002
17630201001 (PTN)

Subject Section(s)
SEC30 T22S R60E



0 187.5 375 750 Feet
Map Created on 4/18/2018



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No liability is assumed as to the
accuracy of the data delineated hereon.

Residential Districts				Other	
Rural	Single Family	Multiple Family			
R-U	R-1	R-3	R-4	Airport Environs	
R-A	R-1a	R-5		Subject Site(s)	
R-E	R-T			Power Lines (69kv & larger)	
R-D	R-2			Railroads	
	RUD			ROI / ZC	
Non-Residential Districts				Incorporated Cities	
Commercial	Special	Manufacturing			
C-R	H-1	M-D		Incorporated Cities	
C-P	H-2	M-1			
C-1	O-S	M-2			
C-C	P-F	M-3			
C-2	RVP				
C-3	T-C				
	U-V				
Overlay Zones					
P-C	MLZ	RNP			