

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

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

Recommendation: ORD-21-900356: Introduce an ordinance to consider adoption of a Development Agreement with Thomson Management Group NV, LP for a mini-warehouse facility (Dollar Self Storage) on 3.6 acres, generally located on the northeast corner of Rainbow Boulevard and Pebble Road 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, NZC-18-0006, for a mini-warehouse facility (Dollar Self Storage) on 3.6 acres, generally located on the northeast corner of Rainbow Boulevard and Pebble Road within Enterprise. Conditions of approval included the developer and/or owner entering into a Development Agreement prior to any permits being issued in order to provide their fair-share contribution towards public infrastructure necessary to provide service in the southwest portion of the Las Vegas Valley.

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

Staff recommends the Board set a public hearing for August 4, 2021.

Cleared For Agenda
07/21/21

BILL NO. _____

SUMMARY - An ordinance to adopt the Development Agreement with Thomson Management Group NV, LP for a mini-warehouse facility (Dollar Self Storage) on 3.6 acres, generally located on the northeast corner of Rainbow Boulevard and Pebble Road within Enterprise.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH THOMSON MANAGEMENT GROUP NV, LP FOR A MINI-WAREHOUSE FACILITY (DOLLAR SELF STORAGE) ON 3.6 ACRES, GENERALLY LOCATED ON THE NORTHEAST CORNER OF RAINBOW BOULEVARD AND PEBBLE ROAD 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 Thomson Management Group NV, LP for a mini-warehouse facility (Dollar Self Storage) on 3.6 acres, generally located on the northeast corner of Rainbow Boulevard and Pebble Road 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): **176-14-401-012**

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

THOMSON MANAGEMENT GROUP NV, LP

FOR

DOLLAR SELF STORAGE

ORD-21-900356

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 **THOMSON MANAGEMENT GROUP NV, LP** 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-18-0006, 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
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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			
Type of Development	Infrastructure Category		Total
	Parks	Public Safety¹	
Single Family Dwelling Unit (per dwelling unit)	\$532.93	\$900.81	\$1433.74
Multi Family Dwelling Unit (per dwelling unit)	\$532.93	\$883.24	\$1416.17
Retail (per square foot gross floor area)	N/A	\$0.60	\$0.60
Office (per square foot gross floor area)	N/A	\$0.67	\$0.67
Industrial (per square foot gross floor area)	N/A	\$0.40	\$0.40
Hotel (per room)	N/A	\$902.27	\$902.27
¹ Fees only for Fire; no Metro			

4.02 Parks. In addition to the fees 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 of 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 (and 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 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 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.

[signatures appear on following page]

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

COUNTY:

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

Attest:

By: _____
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:

John C Thomson

PRINT OWNER NAME

By:


Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA)

)ss:

COUNTY OF CLARK)

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

by See attached.
(Printed Name of Document Signer)

NOTARY PUBLIC

Signature

My Commission expires: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

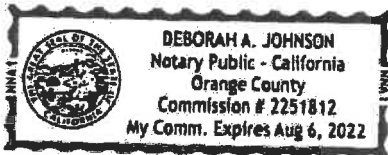
State of California

County of Orange

On June 24, 2021 before me, Deborah A. Johnson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John C. Thompson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person he whose name is subscribed to the within instrument and acknowledged to me that he he executed the same in his his authorized capacity (as), and that by his his signature (s) on the instrument the person (s) or the entity upon behalf of which the person (s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Development Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



Exhibit "A"
Legal Description

(see next page for attachment)

WALLACE MORRIS KLINE SURVEYING, LLC
Land Survey Consulting

A PORTION OF APN: 176-14-401-012
OWNER: THOMSON MANAGEMENT GROUP NV LP

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS AREA 2 IN SUPPORT OF THE "RAINBOW AND PEBBLE" PROJECT. THIS DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED TO BE USED TO TRANSFER TITLE PRIOR TO FULL COMPLIANCE WITH THE PROVISIONS OF N.R.S. CHAPTER 278.

DESCRIPTION

A PORTION OF THE SOUTH HALF (S1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH HALF (S1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 14;

THENCE ALONG THE WEST LINE THEREOF, NORTH 00°03'05" WEST, 237.91 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°03'05" WEST, 92.78 FEET TO THE NORTH LINE OF THE SOUTH HALF (S1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 14;

THENCE ALONG SAID NORTH LINE, NORTH 85°38'01" EAST, 657.42 FEET TO THE EAST LINE OF THE SOUTH HALF (S1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 14;

THENCE ALONG SAID EAST LINE, SOUTH 00°04'47" EAST, 330.08 FEET TO THE SOUTH LINE OF THE SOUTH HALF (S1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 14;

THENCE ALONG SAID SOUTH LINE, SOUTH 85°34'52" WEST, 404.83 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00°03'05" WEST, 237.69 FEET;

A PORTION OF APN: 176-14-401-012

THENCE SOUTH 85°37'58" WEST, 252.78 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3.60 ACRES, MORE OR LESS.

BASIS OF BEARINGS

NORTH 85°34'52" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF IN FILE 167 OF SURVEYS, PAGE 64, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

TEX J. BROOKS, PLS
NEVADA LICENSE NO. 13747

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	<u>Jack Thomson - Thomson Management Group NV, LP</u> <u>17671 Cowan - Suite 125</u> <u>Irvine, CA 92614</u>
Applicant/Correspondent	<u>Debbie Johnson - Thomson Management Group NV, LP</u> <u>17671 Cowan - Suite 125</u> <u>Irvine, CA 92614</u>

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

(see next page for attachments)

05/02/18 BCC AGENDA SHEET

MINI-WAREHOUSE FACILITY
(TITLE 30)

UPDATE
RAINBOW BLVD/PEBBLE RD

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

NZC-18-0006-RAINBOW CORRIDOR, LLC:

HOLDOVER ZONE CHANGE to reclassify 5.0 acres from R-E (Rural Estates Residential) Zone to C-1 (Local Business) Zone for a proposed mini-warehouse facility.

USE PERMIT for a mini-warehouse facility in a C-1 (Local Business) Zone.

WAIVER OF DEVELOPMENT STANDARDS for alternative driveway geometrics.

DESIGN REVIEW for a proposed mini-warehouse facility in an MUD-3 Overlay District.

Generally located on the northeast corner of Rainbow Boulevard and Pebble Road within Enterprise (description on file). SB/al/ja (For possible action)

RELATED INFORMATION:

APN:

176-14-401-012

WAIVER OF DEVELOPMENT STANDARDS:

Permit alternative driveway geometrics by reducing departure distance to 115 feet where a minimum of 190 feet is required per Uniform Standard Drawing 222.1 (a 39.5% reduction).

LAND USE PLAN:

ENTERPRISE - OFFICE PROFESSIONAL

ENTERPRISE - RURAL NEIGHBORHOOD PRESERVATION (UP TO 2 DU/AC)

BACKGROUND:

Project Description

General Summary

- Site Address: N/A
- Site Acreage: 5
- Project Type: Mini-warehouse facility
- Number of Stories: 1 and 3 stories
- Building Height: 14 feet to 35 feet
- Square Feet: 123,543
- Parking Required/Provided: 5/16

Neighborhood Meeting Summary

This request is for a nonconforming zone change to reclassify approximately 5.0 acres from a R-E zone to a C-1 zone for a mini-warehouse facility. The applicant conducted a neighborhood meeting at the Windmill Library on December 18, 2017 as required by the nonconforming zone boundary amendment process. The required meeting notices were mailed to the neighboring property owners within 1,500 feet of the project site and 10 of the neighbors attended the meeting. The neighbors were not in support of the project. The concerns of the neighbors discussed at the meeting included building heights, setback to the existing single family residences on the adjacent properties, the height of the existing walls adjacent to the site, and hours of operation.

Site Plans

The plans depict a mini-warehouse complex consisting of 6 buildings. An approximately 0.9 acre portion of the southwest corner of the property will not be developed as part of this request and will be a pad site for future development. The 6 buildings that make up the complex consist of an office building and 5 buildings for the storage units. The site has frontage along Rainbow Boulevard and Pebble Road with access to the site from Rainbow Boulevard by a proposed driveway located on the northwestern corner of the site. The proposed driveway is approximately 112 feet from the intersection of Rainbow Boulevard and Pebble Road and requires a waiver of development standards to reduce the departure distance from the intersection. Cross access is depicted with the future pad site and with the undeveloped parcel to the north, which is adjacent to the western half of the site. There are existing single family residences adjacent to the northern property line along the eastern half of the site. The office building and 1 of the mini-warehouse buildings, designated as Building A, are adjacent to the northern boundary of the site. The office building is located on the western half of the site, is set back 10 feet from the north property line and a minimum of 92 feet from Rainbow Boulevard. Building A is set back approximately 140 feet from Rainbow Boulevard, 10 feet from the undeveloped parcel to the north, 20 feet from the existing single family residences on the north property line and 20 feet from the eastern boundary. The remaining storage buildings are designated as Buildings B through E. Building B is adjacent to the south of side of Building A, set back 20 feet from the eastern boundary of the site and set back 55 feet from Pebble Road. Building C is set back 15 feet from Pebble Road, 55 feet from the eastern boundary of the site and is adjacent to Building D on the west side. Building D is set back 15 feet from Pebble Road, 205 feet from Rainbow Boulevard and is 5 feet from the proposed pad site for future development. Building E is located in the center of the site and is a minimum of 33 feet from the other storage buildings. A gate to control access to the facility is located on the northwestern portion of the site south of the western side of Building A. The exterior wall of Buildings A through D will also be a perimeter wall for the complex with the exception of a 10 foot high decorative block wall located on the southeast corner of the site at a gap between Buildings B and C.

Landscaping

The plans depict a minimum 15 foot wide landscape area with detached sidewalks adjacent to Rainbow Boulevard and Pebble Road that will consist of trees, shrubs and groundcover. Along the northern boundary of the site adjacent to the undeveloped parcel to the north a minimum 10 foot wide landscape area is provided adjacent to the office building and a portion of Building A. Along the northern boundary adjacent to the existing single family residences a minimum 20 foot wide landscape area is provided adjacent to Building A. The landscape areas along the northern boundary of the site will consist of large evergreen trees. A minimum 20 foot wide landscape area is provided

along the eastern boundary of the site adjacent to Building B which also consists of large evergreen trees.

Elevations

The proposed office building is 1 story with a flat roof behind parapet walls. The parapet walls vary in height from 20 feet to 30 feet. The exterior of the office building is a combination of a stucco finish painted in earth tone colors with a stone veneer and a glass store front. Architectural features to enhance the building include metal awnings above the entrance and windows, pop-outs and recesses, decorative bands and cornices.

Buildings A through D are 1 story with flat roofs behind parapet walls and are between 14 feet and 18 feet in height. The exterior walls are a combination of concrete block painted in earth tone colors, split face decorative block, and portions of the buildings have a stucco finish painted in earth tone colors. Building E is 3 stories with a flat roof behind parapet walls and a maximum height of 30 feet. The exterior of Building E has similar architectural treatments as the other storage buildings.

Floor Plans

The proposed mini-warehouse complex has a total area of 123,543 square feet. The office building has an area of 1,764 square feet which includes a lobby area with a customer service counter, an office, breakroom, storage room and restrooms. The storage units have a total area of 121,779 square feet, which is divided into a total of 856 storage units that range between 25 square feet and 475 square feet in area.

Signage

Signage is not a part of this request.

Applicant's Justification

The applicant indicates that the current split land use designation of the site does not allow for cohesive development of the property. There is an overabundance of OP (Office Professional) in the Las Vegas valley, and that the requested CN (Commercial Neighborhood) designation will buffer less intense uses north of the proposed project from more intense CG (Commercial General) designations to the south and on the west side of Rainbow Boulevard. In addition, the portion of the property that is currently designated RNP (Rural Neighborhood Preservation) is outside of the established RNP-I Overlay District for this area.

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North	Office Professional & Rural Neighborhood Preservation (up to 2 du/ac)	R-E & R-2	Undeveloped parcels & single family residences
South	Commercial General	C-2 & R-2	Undeveloped parcels
East	Rural Neighborhood Preservation (up to 2 du/ac)	R-E (RNP-I)	Undeveloped parcels & single family residences
West	Commercial General	C-2 & R-2	Undeveloped parcels

This site and the surrounding area are located within the Public Facilities Needs Assessment area (PFNA).

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, read option or amendment of the land use plan that have substantially changed the character or condition of the area, or the circumstances surrounding the property, which makes the proposed nonconforming zone boundary amendment appropriate.*

In November 2017 the applicant filed a request (PA-17-700003) to amend the Enterprise Land Use Plan to designate this site from OP (Office Professional and RNP (Rural Neighborhood Preservation) to CN (Commercial Neighborhood). Upon review of PA-17-700003, staff found that the Office Professional land use designation is over utilized adjacent to RNP edges, and is not creating a cohesive development pattern. In addition, this property is located in the MUD-3 Overlay District, which would allow mixed use developments with higher intensity commercial uses and residential components with densities of more than 30 dwelling units per acre. Staff supports the proposed plan amendment and if it is approved the request to reclassify the site to a C-1 zone will be in conformance to the land use plan. With proper mitigation measures, commercial development at this location will be adequately buffered from the existing and planned low intensity residential uses to the north and east. To the north, south and southwest of this site are properties that have been reclassified to R-2 zoning districts for single family residential developments up to 8 dwelling units per acre. The lots within these approved developments will be approximately 4,000 square feet in area, which is 20% of the minimum lot size required for the R-E zoning district (20,000 square feet). Additionally these approved residential projects were all reclassified by zone change applications that are not in conformance to the most recent Enterprise Land Use Plan, which changes the conditions and character of the area. C-1 zoning at the subject site would act as a transition area between the existing RNP-I Overlay District to the north and east and the approved higher density residential developments to the south and southwest. Therefore, staff finds that there is a change in trends and facts that make this request appropriate.

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.*

The C-1 zoning district is intended to provide locations for business uses and personal services to serve as a convenience to neighborhoods and limited local markets; therefore, the C-1 zoning district is appropriate for parcels abutting residential developments. There are several locations throughout the County where commercial developments in a C-1 zone abut residential developments in R-2 and

R-E zoning districts. The parcels to the south and west are zoned C-2 and R-2. The proposed reclassification of this site to a C-1 zone will provide a transition area between the higher density and intensity uses to the south and west from the existing RNP-I area to the north and east. Therefore staff finds the request 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 service providers that the approval of this request would have a substantial adverse effect on public services and facilities in this area. If approved the proposed development would have a minimal impact on public facilities like schools, parks, water and sewer services and traffic in the area.

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

The request complies in part with Goal 2 of the Comprehensive Master Plan to provide opportunities for a mix of uses within close proximity to each other. The design of the proposed complex is oriented toward Rainbow Boulevard and away from the residential uses to the north and east. Therefore the request conforms to Policy 59 of the Comprehensive Master Plan to prevent nuisances caused by incompatible uses, noise, lighting, and signs that detract from and are not consistent with the existing residential development. As stated above the proposed request is compatible with the abutting uses; therefore the request complies with Policy 67 of the Comprehensive Master Plan to ensure that commercial developments are compatible with abutting uses. Therefore, the request complies with other applicable goals and policies.

Summary

Zone Change

Staff finds that there has been a change in law, policies, trends, or facts within the Enterprise Planning Area that has changed the character or condition of the area, or the circumstances surrounding the property to make this request appropriate. The intensity of the proposed project is compatible with the existing and planned land uses in the surrounding area. There has been no indication that the project will have a substantial adverse effect on public facilities and services. The project conforms to applicable goals and policies. Therefore, staff finds the applicant has provided a Compelling Justification for the proposed zone change and can support this request.

Use Permit

A use permit is a discretionary land use application that is considered on a case by case basis in consideration of Title 30 and the Comprehensive Master Plan. One of several criteria the applicant must establish is that the use is appropriate at the proposed location and demonstrate the use shall not result in a substantial or undue adverse effect on adjacent properties.

A mini-warehouse complex is a low intensity land use. Similar facilities have been developed abutting low density residential developments throughout the County. Mini-warehouse facilities

have been used to provide transition areas between residential developments and higher density and intensity land uses. Therefore, staff finds that the use is appropriate at the proposed location and supports this request.

Design Review

The design of the proposed complex is oriented towards Rainbow Boulevard and away from the residential uses to the north and east. Therefore the request conforms to Policy 59 of the Comprehensive Master Plan to prevent nuisances caused by incompatible uses, noise, lighting, and signs that detract from and are not consistent with the existing residential development. The plans depict intense landscaping adjacent to existing single family residences and the proposed buildings have architectural enhancements. Therefore, the project complies with Policy 62 of the Comprehensive Master Plan to encourage intense buffering and design features on the perimeter of the parcels adjacent to existing or proposed single family uses. Cross access is depicted with the undeveloped parcel to the north, which complies with Policy 65 to encourage commercial development designs that provide opportunities for cross access with adjoining sites. Therefore, staff can support the design review; however, no information has been provided for lighting and signage, which can have negative impacts on the existing and planned residential uses to the north and east. Staff recommends that a design review as a public hearing be required for lighting and signage to avoid negative impacts on the existing and planned residential uses in the area.

Waiver 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.

Public Works - Development Review

Waiver of Development Standards

Staff cannot support the request to reduce the distance from the intersection to the driveway. Rainbow Boulevard is a major arterial street that will carry large volumes of traffic in the future and therefore as much consideration as possible should be given towards compliance with the Uniform Standard Drawings. While it is not possible to meet the minimum distance of 190 feet on the site, staff recommends that the driveway be placed as far north on the property as possible.

Staff Recommendation

Approval of the zone change, use permit, and design review; and denial of the waiver of development standards. 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: March 6, 2018 – APPROVED – Vote: Unanimous
Current Planning

- Resolution of Intent to complete in 3 years;
- Provide 20 foot wide landscape area with intense landscaping per Figure 30.64-12 adjacent to residential development;
- Perimeter building limited to single story as proposed;
- 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;
- Design review as a public hearing for lighting and signage;
- Design review as a public hearing for significant changes to the plans;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that 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;
- Traffic study and compliance;
- Full off-site improvements;
- Right-of-way dedication to include 55 feet to back of curb for Rainbow Boulevard, 45 feet to 50 feet to back of curb for Pebble Road, and associated spandrel;
- If required by the Regional Transportation Commission, provide a bus shelter pad easement as shown on the east side of Rainbow Boulevard, north of Pebble Road;
- Vacate all unnecessary easements, including but not limited to BLM grants and resolutions relative to the acquisition of right-of-way, unless previously vacated.
- Applicant is advised that all off-site improvements must comply with the Uniform Standard Drawings unless otherwise approved with this application; and that the installation of detached sidewalks will require dedication to back of curb and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control.

Building Department - Fire Prevention

- Applicant is advised that fire/emergency access must comply with the Fire Code as amended; to show fire hydrant locations on-site and within 750 feet; fire protection may be required for this facility and to contact Fire Prevention for further information at (702) 455-7316; required turning radius of a fire apparatus access road shall be no less than 28 feet inside turning radius and 52 feet outside turning radius; and to ensure all fire lanes and turning radii are code compliant.

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; email sewerlocation@cleanwaterteam.com and reference POC Tracking #0035-2018 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

TAB/CAC: Enterprise - denial.
APPROVALS: 7 cards
PROTEST: 2 cards

COUNTY COMMISSION ACTION: March 21, 2018 – HELD – To 04/18/18 – per the applicant.

COUNTY COMMISSION ACTION: April 18, 2018 – HELD – To 05/02/18 – per the applicant.

APPLICANT: STADIUM PROPERTIES, LLC
CONTACT: ANN PIERCE, KAEMPFER CROWELL, 1980 FESTIVAL PLAZA DRIVE, SUITE 650, LAS VEGAS, NV 89135



Department of Comprehensive Planning

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

Nancy A. Amundsen, Director

NOTICE OF FINAL ACTION

May 10, 2018

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

REFERENCE: NZC-18-0006

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 02, 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 3 years;
- Provide a 30 foot wide landscape area with large broken rock xeriscape adjacent to residential developments (APNs: 176-14-401-045 & 046);
- Buildings A1 – A5 are limited to single story and at a height of 12 foot to the pitch of the roof and 10 foot along the back and front of the buildings as shown on revised elevations dated 4/30/18;
- Building E is limited to 2 stories and a height of 25 foot above grade with 1 level below grade (basement) as shown on revised elevations dated 4/30/18;
- Applicant to construct north perimeter wall adjacent to the residential developments (APNs: 176-14-401-045 & 046), the top course of the wall to be stucco to match adjacent wall, the wall height to be 7 foot tall as measured from APNs: 176-14-401-045 & 046, respectively, the wall to be constructed prior to the issuance of a certificate of occupancy or business license;
- Gate hours 7:00 a.m. to 7:00 p.m.;
- Enter into 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;
- Design review as a public hearing for lighting and signage;

BOARD OF COUNTY COMMISSIONERS

STEVE SISOLAK, Chairman • CHRIS GIUNCHIGLIANI, Vice Chair
SUSAN BRAGER • LARRY BROWN • JAMES B. GIBSON • MARILYN KIRKPATRICK • LAWRENCE WEEKLY
YOLANDA T. KING, County Manager



Department of Comprehensive Planning

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

Nancy A. Amundsen, Director

- Design review as a public hearing for significant changes to the plans;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that 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

- Per revised plans dated 4/30/18;
- Drainage study and compliance;
- Traffic study and compliance;
- Full off-site improvements;
- Provide a dedicated bus turn out/right turn lane on Rainbow Boulevard subject to approval from Public Works - Development Review Division;
- Right-of-way dedication to include 55 feet to back of curb for Rainbow Boulevard, 45 feet to 50 feet to back of the curb for Pebble Road, and associated spandrel;
- If required by the Regional Transportation Commission, provide a bus shelter pad easement as shown on the east side of Rainbow Boulevard, north of Pebble Road;
- Vacate all unnecessary easements, including but not limited to BLM grants and resolutions relative to the acquisition of right-of-way, unless previously vacated.
- Applicant is advised that all off-site improvements must comply with the Uniform Standard Drawings unless otherwise approved with the application; and that the installation of detached sidewalks will require dedication to back of curb and granting necessary easement for utilities, pedestrian access, streetlights, and traffic control.

Building Department - Fire Prevention

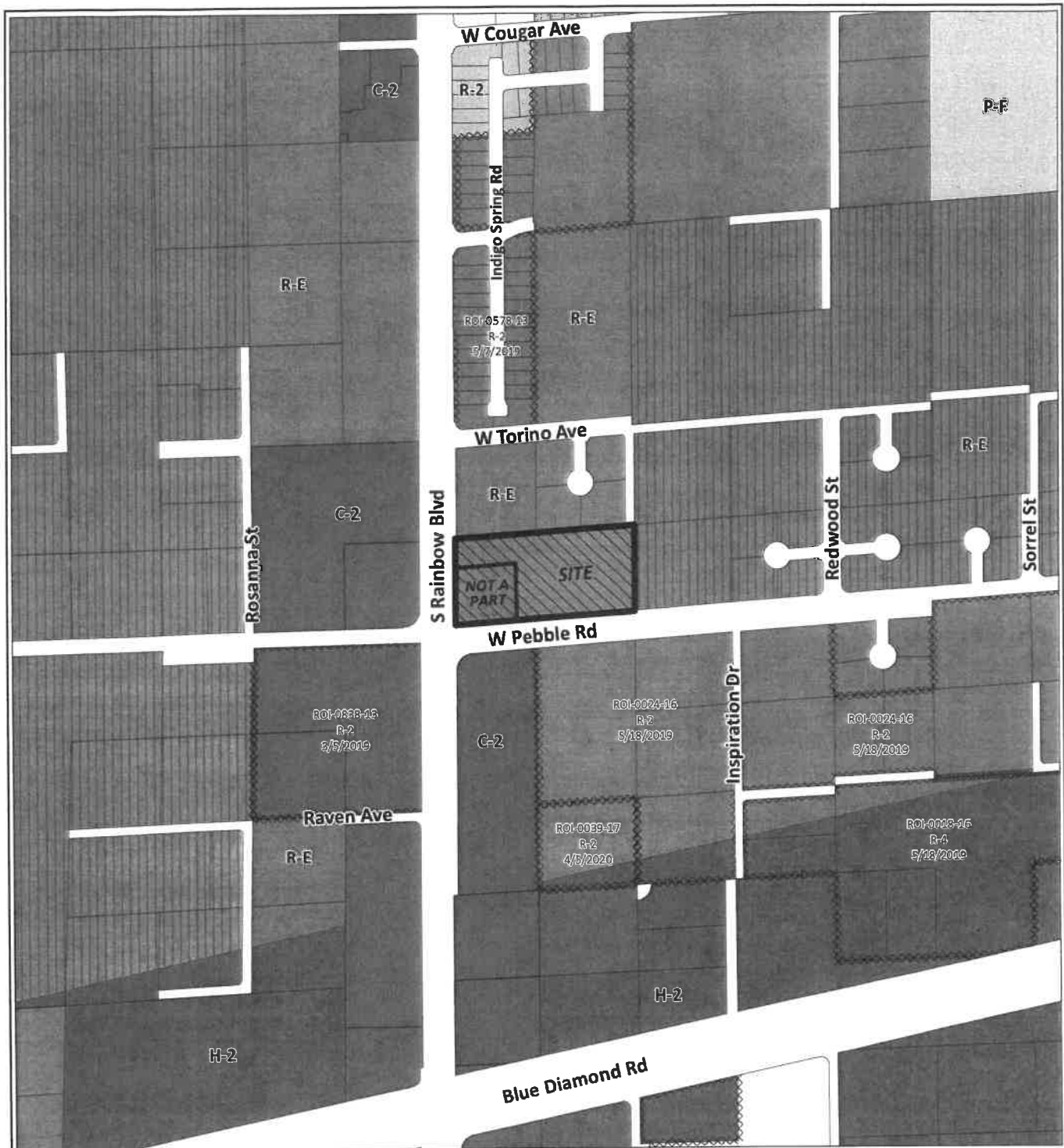
- Applicant is advised that fire/emergency access must comply with the Fire Code as amended; to show fire hydrant locations on-site and within 750 feet; that fire protection may be required for this facility and to contact Fire Prevention for further information (702) 455-7316; that a required turning radius of a fire apparatus access road shall be no less than 28 feet inside turning radius and 52 feet outside turning radius; and to ensure all fire lanes and turning radii are code compliant.

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 #0035-2018 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

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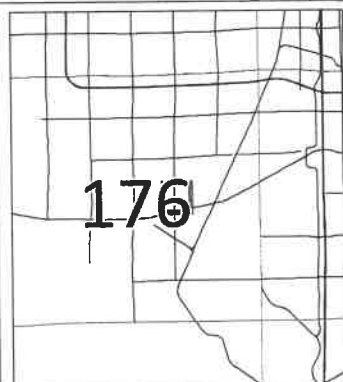
Subject Parcel(s)
17614401012

Subject Section(s)
SEC14 T22S R60E



0 125 250 500 Feet

Map Created on 1/16/2018



*This information is for display purposes only.
No liability is assumed as to the
accuracy of the data delineated hereon.*

Residential Districts

Rural	Single Family	Multiple Family	Other
R-U	R-1	R-3	Airport Environs
R-A	R-1a	R-4	Subject Site(s)
R-E	R-T	R-5	Power Lines (69kv & larger)
R-D	R-2		
	RUD		

Non - Residential Districts

Commercial	Special	Manufacturing	Railroads
CRT	H-1	M-D	ROI / ZC
C-P	H-2	M-1	Incorporated Cities
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
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MINI-WAREHOUSE FACILITY
(TITLE 30)

RAINBOW BLVD/PEBBLE RD

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

ET-21-400050 (NZC-18-0006)-THOMSON MANAGEMENT GROUP NV LP:

ZONE CHANGE FIRST EXTENSION OF TIME to reclassify 5.0 acres from R-E (Rural Estates Residential) Zone to C-1 (Local Business) Zone for a proposed mini-warehouse facility.

USE PERMIT for a mini-warehouse facility.

WAIVER OF DEVELOPMENT STANDARDS for alternative driveway geometrics.

DESIGN REVIEW for a proposed mini-warehouse facility on 5.0 acres.

Generally located on the northeast corner of Rainbow Boulevard and Pebble Road within Enterprise. JJ/sd/jo (For possible action)

RELATED INFORMATION:

APN:

176-14-401-012

LAND USE PLAN:

ENTERPRISE - COMMERCIAL NEIGHBORHOOD

WAIVER OF DEVELOPMENT STANDARDS:

Permit alternative driveway geometrics by reducing departure distance to 115 feet where a minimum of 190 feet is required per Uniform Standard Drawing 222.1 (a 39.5% reduction).

BACKGROUND:

Project Description

General Summary

- Site Address: N/A
- Site Acreage: 5
- Project Type: Mini-warehouse facility
- Number of Stories: 1 and 3 stories
- Building Height (feet): 14 to 35
- Square Feet: 123,543
- Parking Required/Provided: 5/16

Site Plans

The approved plans depict a mini-warehouse complex consisting of 6 buildings. The 6 buildings consist of an office building and 5 buildings for the storage units. The site has frontage along Rainbow Boulevard and Pebble Road with access to the site from Rainbow Boulevard by a

proposed driveway located on the northwestern corner of the site. The approved driveway is approximately 112 feet from the intersection of Rainbow Boulevard and Pebble Road and requires a waiver of development standards to reduce the departure distance from the intersection. Cross access is depicted with the future pad site and with the undeveloped parcel to the north, which is adjacent to the western half of the site. There are existing single family residences adjacent to the northern property line along the eastern half of the site. The office building and 1 of the mini-warehouse buildings, designated as Building A, are adjacent to the northern boundary of the site. The office building is located on the western half of the site, is set back 10 feet from the north property line and a minimum of 92 feet from Rainbow Boulevard. Building A is set back approximately 140 feet from Rainbow Boulevard, 10 feet from the parcel under construction to the north, 20 feet from the existing single family residences on the north property line and 20 feet from the eastern boundary. The remaining storage buildings are designated as Buildings B through E. Building B is adjacent to the south of side of Building A, set back 20 feet from the eastern boundary of the site and set back 55 feet from Pebble Road. Building C is set back 15 feet from Pebble Road, 55 feet from the eastern boundary of the site and is adjacent to Building D on the west side. Building D is set back 15 feet from Pebble Road, 205 feet from Rainbow Boulevard and is 5 feet from the proposed pad site for future development. Building E is in the center of the site and is a minimum of 33 feet from the other storage buildings. A gate to control access to the facility is located on the northwestern portion of the site south of the western side of Building A. The exterior wall of Buildings A through D will also be a perimeter wall for the complex apart from a 10 foot high decorative block wall located on the southeast corner of the site at a gap between Buildings B and C.

Landscaping

The approved plans depict a minimum 15 foot wide landscape area with detached sidewalks adjacent to Rainbow Boulevard and Pebble Road that will consist of trees, shrubs, and groundcover. Along the northern boundary of the site adjacent to the parcel under construction 18 feet to the north, a minimum 10 foot wide landscape area is provided adjacent to the office building and a portion of Building A. Along the northern boundary adjacent to the existing single family residences a minimum 20 foot wide landscape area is provided adjacent to Building A. The landscape areas along the northern boundary of the site will consist of large evergreen trees. A minimum 20 foot wide landscape area is provided along the eastern boundary of the site adjacent to Building B which also consists of large evergreen trees. The Notice of Final Action conditioned landscaping to provide a 30 foot wide landscape area with large broken rock xeriscape adjacent to residential developments APNs: 176-14-401-045 & 046.

Elevations

The approved office building is 1 story with a flat roof behind parapet walls. The parapet walls vary in height from 20 feet to 30 feet. The exterior of the office building is a combination of a stucco finish painted in earth tone colors with a stone veneer and a glass store front. Architectural features to enhance the building include metal awnings above the entrance and windows, pop-outs and recesses, decorative bands, and cornices.

Although buildings A through D are 1 story with flat roofs behind parapet walls and are between 14 feet and 18 feet in height, the exterior walls are a combination of concrete block painted in earth tone colors, split-face decorative block, and portions of the buildings have a stucco finish

painted in earth tone colors. Building E is 3 stories with a flat roof behind parapet walls and a maximum height of 30 feet. The exterior of Building E has similar architectural treatments as the other storage buildings. The NOFA has the following condition of approval:

- Buildings A1 – A5 are limited to single story and at a height of 12 foot to the pitch of the roof and 10 foot along the back and front of the buildings as shown on revised elevations dated 4/30/18;
- Building E is limited to 2 stories and a height of 25 foot above grade with 1 level below grade (basement) as shown on revised elevations dated 4/30/18;

Floor Plans

The approved mini-warehouse complex has a total area of 123,543 square feet. The office building has an area of 1,764 square feet which includes a lobby area with a customer service counter, an office, breakroom, storage room, and restrooms. The storage units have a total area of 121,779 square feet, which is divided into a total of 856 storage units that range between 25 square feet and 475 square feet in area.

Previous Conditions of Approval

Listed below are the approved conditions for NZC-18-0006:

Current Planning

- Resolution of Intent to complete in 3 years;
- Provide a 30 foot wide landscape area with large broken rock xeriscape adjacent to residential developments (APNs: 176-14-401-045 & 046);
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- Design review as a public hearing for lighting and signage;
- Design review as a public hearing for significant changes to the plans;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that 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

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- Traffic study and compliance;
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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 #0035-2018 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

Applicant's Justification

The applicant is requesting a first extension of time to preserve the approved entitlements. The applicant has been diligently working on the project and a first extension of time is appropriate for the following reasons: on August 25, 2020 the first Building plans were submitted; architectural permits have been approved, mechanical permits have been approved, and structural, electrical, and plumbing permits are all in final reviews; and the first grading permit has been submitted. Therefore, the applicant is respectfully requesting a 2 year extension.

Prior Land Use Requests

Application Number	Request	Action	Date
VS-20-0401	Vacated and abandoned easements	Approved by PC	November 2020

Prior Land Use Requests

Application Number	Request	Action	Date
UC-19-0794	Convenience store and gasoline station with waivers to reduce separation to a residential use, allowed an attached sidewalk, and alternative driveway geometrics	Approved by BCC	January 2020
NZC-18-0006	Reclassified the site to C-1 zoning for a mini-warehouse with alternative driveway geometrics on Rainbow Boulevard	Approved by BCC	May 2018

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North	Office Professional & Rural Neighborhood Preservation (up to 2 du/ac)	R-E & R-2	Undeveloped & single family residential
South	Commercial General	C-2 & R-2	Undeveloped
East	Rural Neighborhood Preservation (up to 2 du/ac)	R-E (RNP-I)	Undeveloped & single family residential
West	Commercial General	C-2 & R-2	Undeveloped

STANDARDS FOR APPROVAL:

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

Analysis**Current Planning**

Title 30 standards of approval on an extension of time application state that such an application may be denied or have additional conditions imposed if it is found that circumstances have substantially changed. A substantial change may include, without limitation, a change to the subject property, a change in the areas surrounding the subject property, or a change in the laws or policies affecting the subject property. Using the criteria set forth in Title 30, no substantial changes have occurred at the subject site since the original approval. The applicant has submitted permits to the Building Department this past year and they are currently in review. Since the applicant has made progress in the development of this project, staff has no objection to an extension of time for 2 years.

Public Works - Development Review

There have been no significant changes in this area. Staff has no objection to this extension of time.

Staff Recommendation
Approval.

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.

PRELIMINARY STAFF CONDITIONS:

Current Planning

- Until May 2, 2023 to complete.
- Applicant is advised that the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a 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

- Compliance with previous conditions.

Building Department - Fire Prevention

- No comment.

Clark County Water Reclamation District (CCWRD)

- No comment.

TAB/CAC:

APPROVALS:

PROTEST:

APPLICANT: STADIUM PROPERTIES, LLC

CONTACT: ANN PIERCE, KAEMPFER CROWELL, 1980 FESTIVAL PLAZA DRIVE,
SUITE 650, LAS VEGAS, NV 89135



Department of Comprehensive Planning

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

Nancy A. Amundsen, Director

NOTICE OF FINAL ACTION

June 01, 2021

ANN PIERCE
KAEMPFER CROWELL
1980 FESTIVAL PLAZA DR, STE 650
LAS VEGAS, NV 89135

REFERENCE: ET-21-400050 (NZC-18-0006)

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 19, 2021** and was **APPROVED** subject to the conditions listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

CONDITIONS OF APPROVAL -

Current Planning

- **Until May 2, 2023 to complete.**
- **Applicant is advised that the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a 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

- **Compliance with previous conditions.**

BOARD OF COUNTY COMMISSIONERS

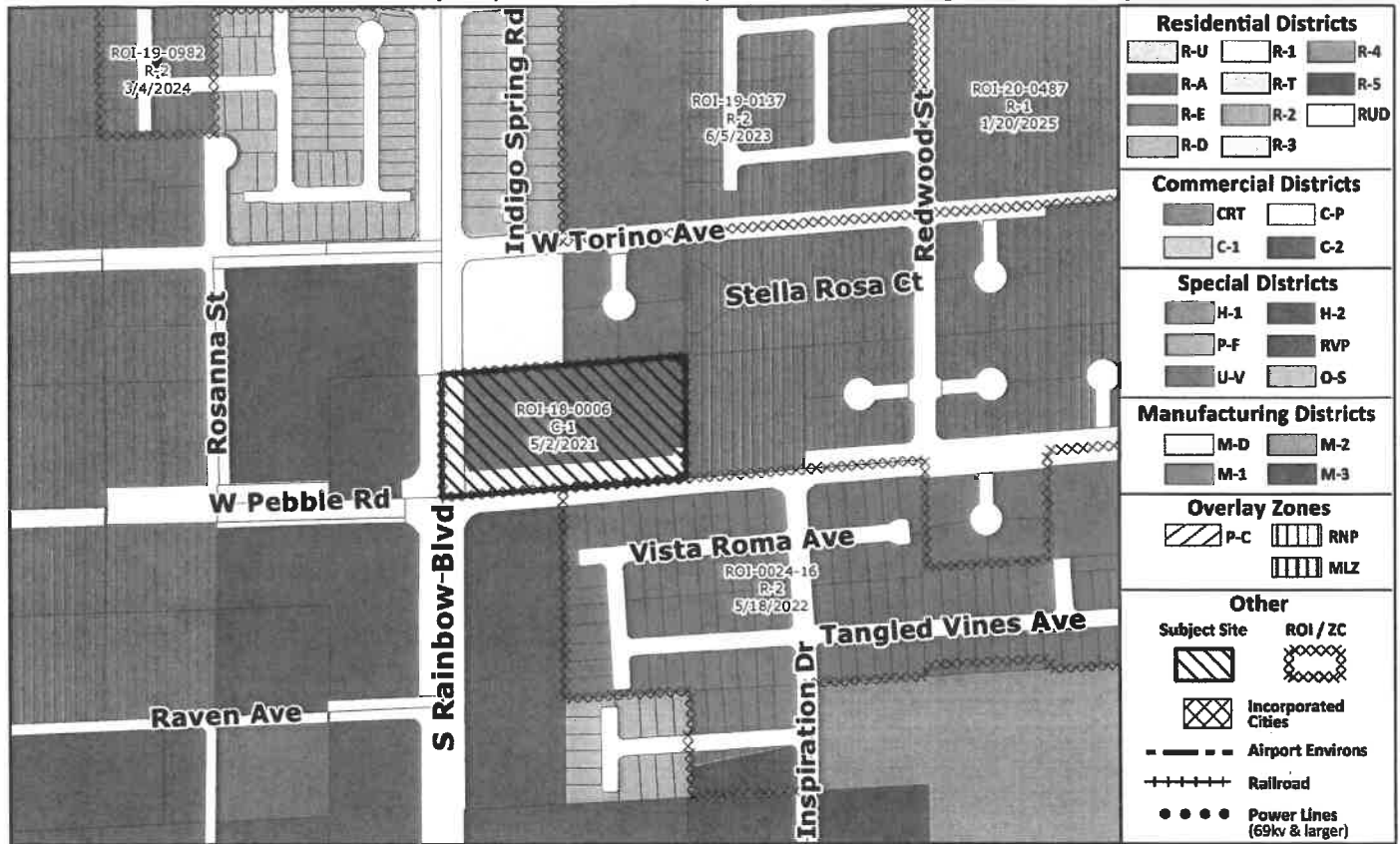
MARILYN KIRKPATRICK, Chair • JAMES B. GIBSON, Vice Chair
MICHAEL NAFT • JUSTIN C. JONES • TUCK SEGERBLOM • ROSS MILLER • WILLIAM MCCURDY II
YOLANDA T. KING, County Manager

Commission Agenda Map

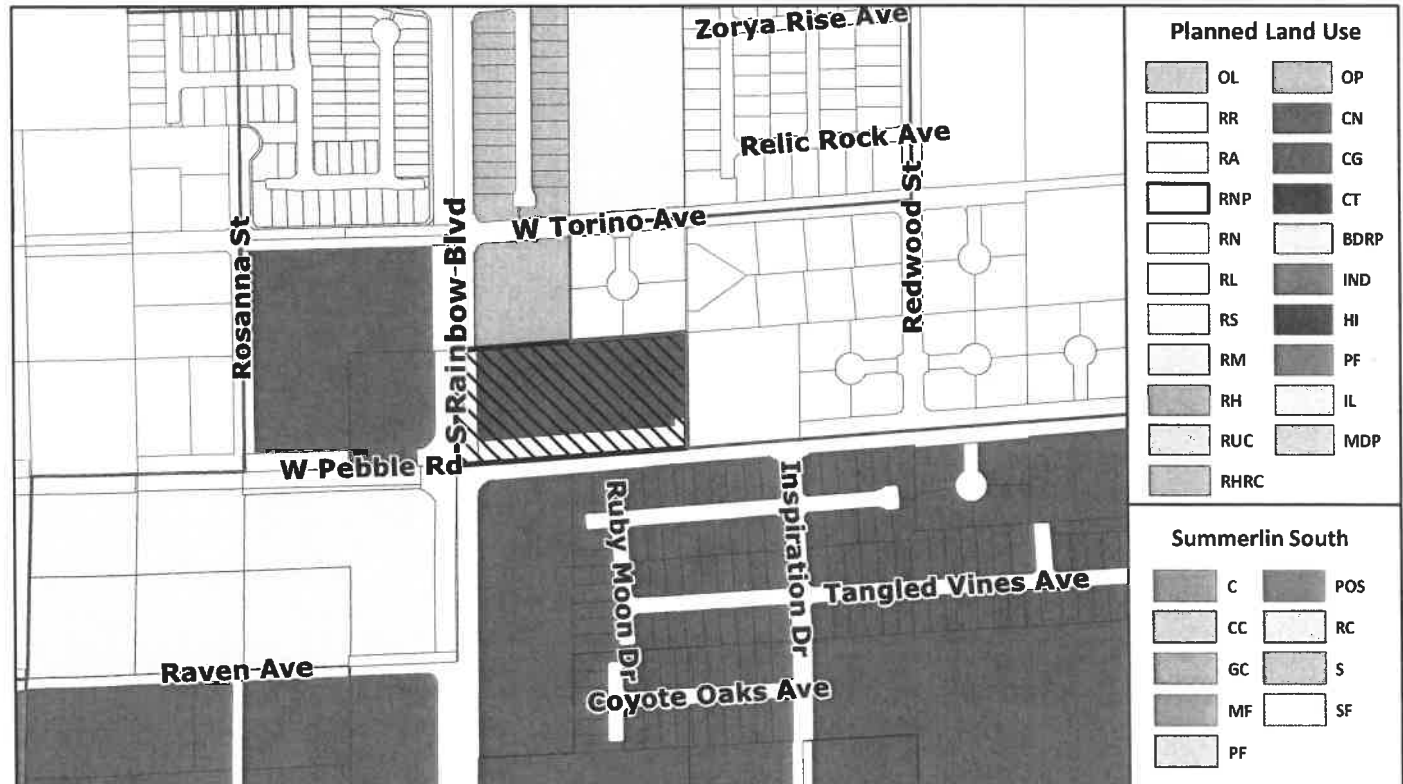
ET-21-400050

ZONING

Clark County Department of Comprehensive Planning, Clark County, Nevada



PLANNED LAND USE



This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated hereon.

Subject Parcel(s)
17614401012



0 125 250 500 Feet
Map Created on 4/1/2021



This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE (FEET) WHEN MAP REDUCED FROM 41X17 ORIGINAL



ASSESSOR'S PARCELS - CLARK COUNTY, NV.

Briana Johnson - Assessor

PARCEL BOUNDARY	<input type="checkbox"/>	CONDOMINIUM UNIT	001	PARCEL NUMBER
SUB BOUNDARY	<input type="checkbox"/>	AIR SPACE PCL		PARCEL NUMBER
PMA D BOUNDARY	<input type="checkbox"/>	RIGHT OF WAY PCL		ACREAGE
PARCEL EASEMENT	<input type="checkbox"/>	SUB-SURFACE PCL		PARCEL SURVEYED NUMBER
MATCH / LEADER LINE				24-1-1-PLAT RECORDING NUMBER
HISTORIC LOT LINE				5 BLOCK NUMBER
HISTORIC SUB BOUNDARY				SECTION NUMBER
SECTION LINE				LOT NUMBER

T22S R60E

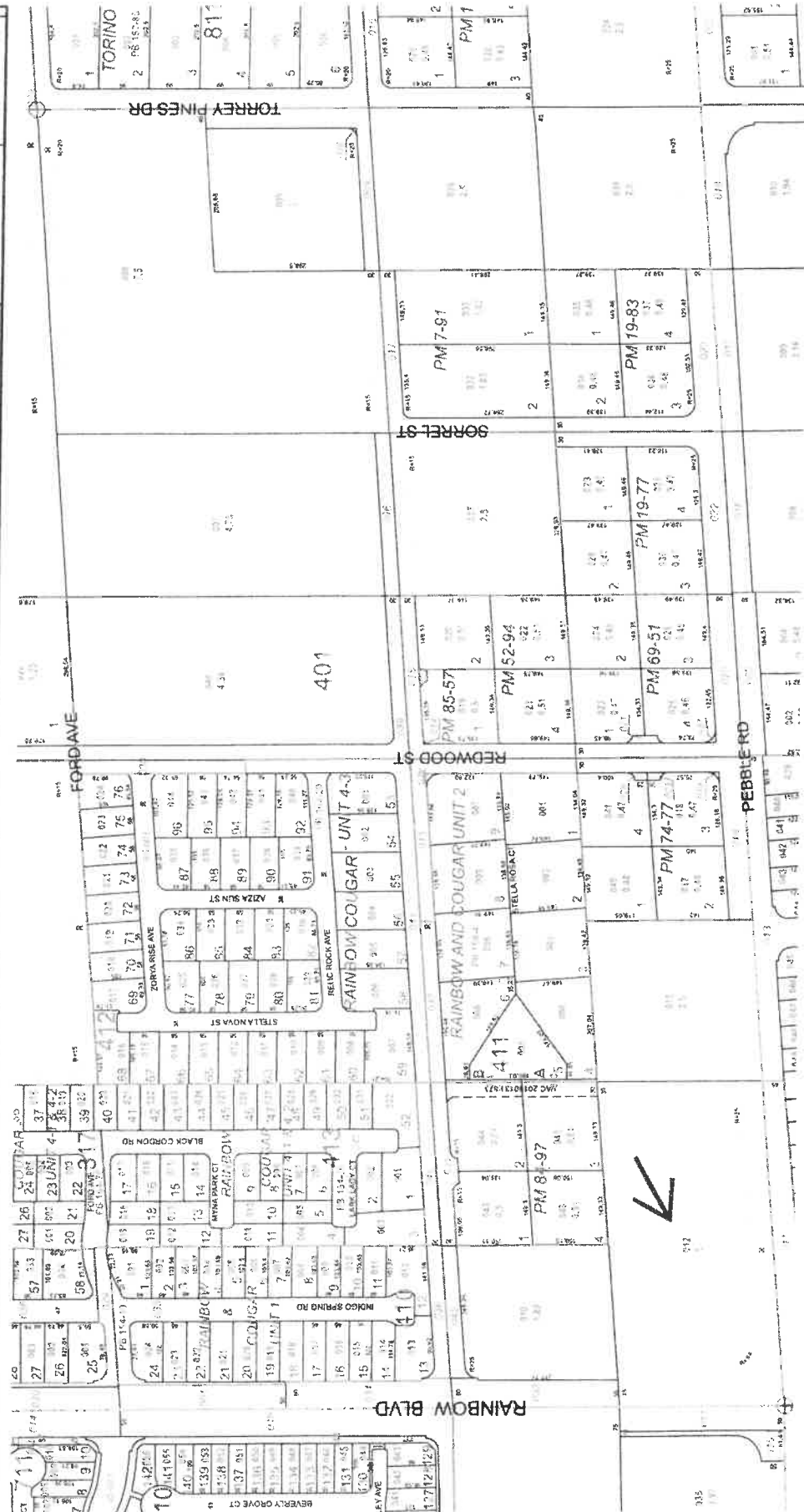
389

S 2 SW 4176-14-4

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10	17	16	15	14	13
19	26	21	22	23	24
20	29	26	27	28	25
31	33	33	34	35	36

Scale: 1" = 200'

Rev: 5/15/2021



TAX DIST 635