

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

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

Recommendation: ORD-21-900427: Conduct a public hearing on an ordinance to consider adoption of a Development Agreement with Affiliate Investments LLC for a retail center (The Commons on Blue Diamond) on 3.4 acres, generally located west of Edmond Street and north of Blue Diamond 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 UC-18-0437 for a retail center (The Commons on Blue Diamond) on 3.4 acres, generally located west of Edmond Street and north of Blue Diamond 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 conduct a public hearing.

Cleared For Agenda
10/06/21

BILL NO. 9-22-21-1

SUMMARY - An ordinance to adopt the Development Agreement with Affiliate Investments LLC for a retail center (The Commons on Blue Diamond) on 3.4 acres, generally located west of Edmond Street and north of Blue Diamond Road within Enterprise.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH AFFILIATE INVESTMENTS LLC FOR A RETAIL CENTER (THE COMMONS ON BLUE DIAMOND) ON 3.4 ACRES, GENERALLY LOCATED WEST OF EDMOND STREET AND NORTH OF BLUE DIAMOND 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 AFFILIATE INVESTMENTS LLC for a retail center (The Commons on Blue Diamond) on 3.4 acres, generally located west of Edmond Street and north of Blue Diamond 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): 176-13-801-047
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
AFFILIATE INVESTMENTS LLC
FOR
THE COMMONS ON BLUE DIAMOND
ORD-21-900427

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

SECTION 1 – DEFINITIONS

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

- (a) "Agreement" has the meaning assigned to it in the first paragraph hereof. Agreement at any given time includes all addenda and exhibits incorporated by reference and all amendments, which have become effective as of such time.
- (b) "Applicable Rules" means and refers to the following:
 - (i) The specific code, ordinances, rules, regulations and official policies of the County as adopted and in force at the time of permit issuance or map recordation and as amended from time to time, regarding planning, zoning, subdivisions, timing and phasing of development, permitted uses of the Subject Property, density, design, and improvement standards and specifications applicable to the Planned Community, including the Public Facilities Needs Assessment Report, and the fees incorporated herein, except that:
 - (1) The fees required in the County Code specifically for the Major Projects shall *not* apply to the Planned Community, unless and until the parties agree that the development of the Planned Community will be processed as a Major Project;
 - and
 - (2) The zoning established by the Concurrent Approvals will not be amended or modified during the term of this Agreement without Owner's prior written approval.
- (c) "Best Efforts" means, in the case of any contingent obligation of County or Owner, that the party so obligated will make a good faith effort to accomplish the stated goal, task, project or promised performance, provided such term does not imply a legal obligation to take any specific action if:
 - (i) In the case of a County obligation, such action would, in the reasoned opinion of the County Commission, be imprudent given competing public needs and projects; or
 - (ii) In the case of an Owner obligation, such action would, in the reasoned opinion of the Owner, be commercially unreasonable.

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

- (d) "Builder" means any person or entity, which constructs final improvements (other than off-site improvements or infrastructure) with respect to a subdivision or parcel of the Subject Property.
- (e) "CCRFCD" means the Clark County Regional Flood Control District.
- (f) "Code" means the Clark County Code, including all rules, regulations, standards, criteria, manuals and other references adopted herein.
- (g) "Concurrent Approvals" means the zoning, land use or map approvals and authorizations, relating to the subject property, together with the applicable conditions, as granted by the County Commission, including without limitation those approvals and conditions of approval per UC-18-0437, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.
- (h) "County" means the County of Clark, State of Nevada together with its successors and assigns.
- (i) "County Commission" means the Board of County Commissioners or Planning Commission of the County of Clark, State of Nevada.
- (j) "County Master Plan" means the comprehensive plan adopted by the County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use, development guides and elements, including the land use and development guide and the general plan map for unincorporated portions of the Las Vegas Valley adopted by the County Commission on January 24, 1974, except as amended by the adoption of more recent plans in effect as of the Effective Date.
- (k) "Development Agreement Ordinance" means Chapter 30.20 of the Clark County Unified Development Code (Title 30) along with any other Chapters of the Clark County Code that are relevant to this agreement.
- (l) "Effective Date" means the date, on or after the adoption by the County Commission, of an ordinance approving execution of this Agreement whereas the Agreement has been executed and signed by both parties, that this Agreement is recorded in the Office of the County Recorder of Clark County, Nevada.
- (m) "NDOT" means Nevada Department of Transportation.
- (n) "NRS" means Nevada Revised Statutes.
- (o) "PFNA" means the Southwest Las Vegas Valley Public Facilities Needs Assessment Report, dated December 1, 2000, incorporated herein by this reference and approved by the County Commission on January 2, 2001.
- (p) "Planned Community" means the Subject Property and the proposed development of the Subject Property described in this Agreement.
- (q) "Street Improvements" means public or private facilities that may include but are not limited to fire hydrants, sidewalks, curbs, gutters, pavement, gravel, aggregate base, streetlights, street name signs, traffic signals and signs, pavement markings, other applicable traffic control

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

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

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

SECTION 2 – RECITAL OF PREMISES, PURPOSE AND INTENT

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

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

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

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

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

(e) Owner Intent. In accordance with the legislative intent evidenced by NRS §278.0201 through §278.0207, inclusive, authorizing Development Agreements and the intent of the County in adopting an ordinance allowing Development Agreements, Owner wishes to obtain reasonable assurances that Owner may develop the Planned Community in accordance with the conditions established in this Agreement. Owner acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time. In order to develop the subject property, Owner is willing to enter into this Development Agreement in order to pay Owner's fair share of the costs to provide certain public services, facilities, and infrastructure in

the area of this Planned Community. Owner further acknowledges that this Agreement was made a part of the County Record at the time of its approval by the County Commission and that the Owner agrees without protest to the requirements, limitations, or conditions imposed by this Agreement and the Concurrent Approvals.

(f) Acknowledgment of Uncertainties. The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Planned Community be developed in the manner contemplated by this Agreement. Among such circumstances is the unavailability of water or other limited natural resources, federal regulation of air and water quality, and similar conditions. Owner recognizes that water shortages could affect the County's ability to perform its obligations hereunder. Owner further acknowledges and agrees this Agreement does not relieve the Owner from compliance with existing, changed, modified or amended rules regulations, laws, ordinances, resolutions, fees codes, etc., of other governmental agencies. Such rules, regulations, laws, ordinances, resolutions, fees, codes, etc. of governmental entities must be complied with by the Owner and are not locked in nor a part of this Agreement. It is not the intent of the parties nor shall this Section be construed as excusing the County of any obligation hereunder or depriving Owner of any right under this Agreement, which can be performed.

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

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

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

SECTION 3 – DEVELOPMENT OF THE PLANNED COMMUNITY

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

3.02 Reliance on Concurrent Approvals and Applicable Rules. County hereby agrees that Owner will be permitted to carry out and complete the entire Planned Community in accordance with the uses and densities set forth in the Concurrent Approvals subject to the terms and conditions of this Agreement and the Applicable Rules. Pursuant to the terms of this Agreement and subject to Owner's infrastructure obligations described in this Agreement, the development of the Planned Community may proceed as if all of it were in an area designated "Community District 2" notwithstanding that portions of the Planned Community which otherwise have the characteristics of "Community District 3".

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

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

3.05 Water Conservation. Owner agrees to encourage water conservation in the Planned Community. Owner agrees to design any open space using the best available, water conserving techniques, including but not limited to proper soil preparation and water conserving irrigation systems and equipment. Landscaping adjacent to public streets shall be limited to water conserving plant materials.

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

SECTION 4 – PUBLIC FACILITIES

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

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

CHART 4.01-A PUBLIC FACILITIES CHART			
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 if any grading or building permits; whichever occurs first, and Owner agrees to comply with said Study as approved by the County. Any modification to the Transportation Study must be approved by the Director of the Department of Public Works.

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

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

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

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

SECTION 5 – REVIEW AND DEFAULT

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

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

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

The courtesy notice shall state the reason for noncompliance, any action necessary to correct the noncompliance, specify the nature of the alleged default and, where appropriate, the manner and period of time in which the noncompliance may be satisfactorily corrected. During the period of time the default letter is pending, the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the default is not corrected within thirty (30) calendar days, the following courses of action shall apply:

(a) County Procedures

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

- (1) Immediately direct County staff to recommend that all future zoning, land use, and mapping applications within the Planned Community be conditioned so that the building permits to be issued as a result of those approvals shall not be issued until the default is corrected, or;
- (2) Issue a letter providing notice of County's intent to set the matter for hearing before the County Commission. The letter shall notify Owner of the action taken. In the event the County selects this option, County shall give Owner at least seven (7) business days notice to correct the default before the matter is scheduled for a hearing. The letter notifying Owner of the hearing shall contain the intended hearing date. The seven (7) business days will be measured from the date of the certified mailing of the notice.

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

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

(b) Owner Procedures

- (i) After proper notice and the expiration of the above-reference periods for correcting the alleged default, Owner may issue a letter requesting a hearing before the County Commission for review of the alleged default. Upon receipt of the letter, County shall schedule an item to consider the alleged default on the next available Commission zoning agenda.
- (ii) Review by County Commission. Following consideration of the evidence presented before the County Commission and a finding based on substantial evidence that a default has occurred by County and remains uncorrected, the County Commission shall direct County staff to correct the default. Owner shall have twenty-five (25) calendar days after the date of notice of the County Commission's decision is filed with the Clark County Clerk, Commission Division, to institute legal action pursuant to this Section hereof to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.
- (c) Waiver. Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceeding which it may deem necessary to protect, assert, or enforce any of its right or remedies.
- (d) Notices. All notices provided for herein shall be sent to and in the manner provided in Section 7.08 of this Agreement.

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

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

5.06 Institution of Legal Action. The County and Owner agree that the County would not have entered into this agreement if it were liable for damages under or with respect to this Agreement. Accordingly, the County and the Owner may pursue any remedy at law or equity available for breach, except that neither the Owner nor the County shall be liable to the other or to any other person or entity for any monetary damages whatsoever. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Section 5.03. Following such notice, a public hearing must be held by the County Commission where the allegations will be considered and a decision

regarding their merits will be reached. Any judicial review of the County Commission's decision or any legal action taken pursuant to this Agreement will be heard by a Court under the standard review appropriate to Court review of zoning actions, and the decision of the County Commission shall be overturned or overruled if their decision is clearly arbitrary and capricious. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing. If a party desires to present new or additional evidence to the Court, they may petition the Court to remand the matter to the County Commission to consider the additional or new evidence. Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Eighth Judicial District Court, State of Nevada.

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

SECTION 6 – CONFLICTING LAWS

6.01 Conflicting State or Federal Rules. In the event that any conflicting state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the County, this Agreement shall remain in full force and effect as to those provisions not affected, and the conflicting laws or regulations shall not be applied retroactively, and:

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

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

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

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

SECTION 7 – GENERAL PROVISIONS

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

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

7.03 Assignment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.12 Release. Each residential lot within the Subject Property shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence thereon.

7.13 Headings, Exhibits, Cross-references. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to Sections and Exhibits shall be to Sections and Exhibits of or to this Agreement, unless otherwise specified.

7.14 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such term does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

7.15 Voluntary Agreement. Owner acknowledges that they had the option of conducting their own public facilities needs assessment study, but instead voluntarily chose to accept the findings, conclusions and fee schedule contained within the County PFNA defined in Section 1.01(p) of this Agreement. Owner further acknowledges and agrees that it voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.

7.16 No Third Party Beneficiary Rights. This Agreement shall inure solely to the benefit of each party hereto and its successors and permitted assigns and nothing in this Agreement, express or implied, shall confer upon any other person or entity, including the public or any member thereof, any rights, benefits or remedies of any nature whatsoever.

[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:

Affiliate Investments LLC

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 _____
(Printed Name of Document Signer)

NOTARY PUBLIC

See Attachment.
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 Los Angeles

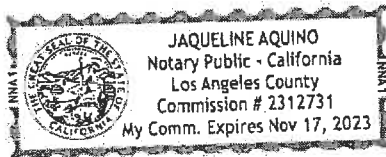
On August 13, 2021 before me, Jaqueline Aquino, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Dustin Yashovafar
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.



Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

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)

LEGAL DESCRIPTION

APN: 176-13-801-047

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 13; THENCE SOUTH 88°54'53" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 13; A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF EDMOND STREET (60' WIDE). SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00°07'17" EAST ALONG WEST RIGHT OF WAY LINE A DISTANCE OF 250.83 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BLUE DIAMOND ROAD; THENCE SOUTH 61°01'47" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 683.40 FEET TO A POINT OF THE EAST RIGHT OF WAY LINE OF MOHAWK STREET (60' WIDE); THENCE NORTH 00°08'15" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 241.12 FEET; THENCE NORTH 88°56'31" EAST, DEPARTING FROM SAID EAST RIGHT OF WAY LINE A 299.33 FEET; THENCE NORTH 00°07'46" WEST A DISTANCE OF 329.63 TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 88°54'53" EAST ALONG SAID NORTH LINE ALSO BEING THE CENTERLINE OF FORD AVENUE A DISTANCE OF 299.39 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT CERTAIN PARCEL OF LAND CONVEYED BY DEED RECORDED MARCH 25, 2005 IN BOOK 20050325 AS INSTRUMENT NO. 03129 AND DESCRIBED AND SHOWN AS "AREA 1" ON THAT CERTAIN RECORD OF SURVEY ON FILE IN FILE 152, PAGE 18 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONVEYED BY DEED RECORDED MARCH 25, 2005 IN BOOK 20050325 AS INSTRUMENT NO. 03191 AND DESCRIBED AND SHOWN AS "AREA 2" ON THAT CERTAIN RECORD OF SURVEY ON FILE IN FILE 152, PAGE 18 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

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

Affiliate Investments LLC

6345 Balboa Blvd #210

Encino, CA 91316

Applicant/Correspondent

Baughman & Turner, Inc.

1210 Hinson St.

Las Vegas, NV 89102

Exhibit “C”

Agenda Sheet, Notice of Final Action, and Agenda Map

(see next page for attachments)

07/18/18 BCC AGENDA SHEET

RETAIL CENTER/DAY CARE
(TITLE 30)

BLUE DIAMOND RD/EDMOND ST

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

UC-18-0437-AFFILIATE INVESTMENTS, LLC:

USE PERMITS for the following: 1) day care facility; and 2) restaurant.

WAIVERS OF DEVELOPMENT STANDARDS for the following: 1) alternative street landscaping (Edmond Street); and 2) uses not within a permanent enclosed building (retail kiosks).

DESIGN REVIEW for a retail center with a day care facility and restaurant on 3.4 acres in an M-D (Designed Manufacturing) Zone in the MUD-3 Overlay District.

Generally located on the north side of Blue Diamond Road and the west side of Edmond Street within Enterprise. SB/dg/ja (For possible action)

RELATED INFORMATION:

APN:

176-13-801-047

WAIVERS OF DEVELOPMENT STANDARDS:

1. Allow street landscaping along Edmond Street to only include shrubs and groundcover with no trees where street landscaping is required to also contain trees per Chapter 30.64.
2. Allow retail uses not within a permanent enclosed building where not allowed per Chapter 30.44.

LAND USE PLAN:

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

BACKGROUND:

Project Description

General Summary

- Site Address: N/A
- Site Acreage: 3.4
- Project Type: Retail center, day care facility, and restaurant
- Number of Stories: 1
- Building Height: Up to 32 feet
- Square Feet: 27,000 (total)/10,100 (day care)/5,300 (outdoor play area with day care)/13,700 (in-line retail building)/3,200 (restaurant)
- Parking Required/Provided: 135/135

Site Plans

The plans depict a 27,000 square foot retail/shopping center consisting of 3 buildings and a freestanding ATM machine. The buildings consist of the following: 1) a day care facility; 2) inline retail building; 3) restaurant with drive-thru; and 4) freestanding ATM machine. The proposed buildings are located along the western and northern portion of the site, while the ATM machine is located toward the southeastern portion of the property. The proposed day care building, which is located on the northwest portion of the site, will have a 5,300 square foot outdoor play area directly south of the building and north of the entrance to the drive-thru lane for the proposed restaurant. The ATM machine has a drive-thru lane that is separate from the drive aisle for the overall parking lot area. The plans also depict an outdoor patio area to the east of the in-line retail building that is intended for a future restaurant. As part of the patio area, the applicant is proposing two, 144 square foot retail use kiosks that are depicted as mobile and not permanently enclosed structures. The site will have 1 access point from Blue Diamond Road and another from Edmond Street with no access from Ford Avenue to the north.

Landscaping

The site is bounded by 3 rights-of-way with Ford Avenue to the north, Edmond Street to the east, and Blue Diamond Road to the south. Along Blue Diamond Road, the plans depict a 10 foot wide landscape area which was previously approved with UC-0553-16. Between the subject property line and an existing attached sidewalk is an additional 25 feet of Nevada Department of Transportation right-of-way (no trees will be planted in this area since there is an existing utility power easement along the south property line). Along Edmond Street, the plans depict a 20 foot to 32 foot wide landscape area with an attached sidewalk. The landscaping along Edmond Street will consist of only shrubs and groundcover with no proposed trees since the area is also an existing utility power easement. Along Ford Avenue, the plans depict a landscape area that varies from 10 feet to 16 feet in width with an attached sidewalk. Along the west property line the plans depict a 6 feet to 16 foot wide landscape area with trees, shrubs, and groundcover. Parking lot landscaping is equitably distributed throughout the site and is in compliance with all Title 30 provisions.

Elevations

The plans depict 1 story buildings at a maximum height of 32 feet. The rooflines are a combination of pitched roof and parapet walls. The major portions of the building are shown at a height of 25 feet. The exterior of the buildings have a stucco finish with an aluminum storefront window system, and accent metal canopies. No specific elevations are provided for the proposed restaurant; however, the building will be similar in design to the other proposed buildings.

Floor Plans

The buildings will range from 3,200 square feet to 10,100 square feet and are intended for retail, day care, and restaurant uses.

Signage

Signage is not a part of this application.

Applicant's Justification

The applicant indicates that this property is a suitable location for these uses and is adequately parked. The proposed development is less intense than what was previously approved and the subject property is located along a major commercial corridor.

Prior Land Use Requests

Application Number	Request	Action	Date
UC-0553-16	Retail and auto center with various reductions of separation requirements to a residential use; waivers for landscaping and non-standard driveway and waiver of conditions from 2 zone changes	Approved by BCC	September 2016
VS-0552-16	Vacated and abandoned patent easements	Approved by BCC	September 2016
VS-0453-10	Vacated and abandoned patent easements – expired	Approved by PC	November 2010
UC-0973-08	Automobile and retail center in an M-D zone; various reductions of separations requirements to a residential use; and allow overhead doors to face a public street; waivers for landscaping and non-standard driveways; and waiver of conditions from 2 zone changes – expired	Approved by BCC	December 2008
ZC-0269-05	Reclassified a portion of this site to M-D zoning for future development	Approved by BCC	April 2005
ZC-1584-98	Reclassified 91 acres to M-D zoning for a large retail and office/warehouse complex which included a portion of this site	Approved by BCC	November 1998

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North	Residential Suburban (up to 8 du/ac)	H-2	Undeveloped
East	Residential Suburban (up to 8 du/ac)	M-D	Undeveloped but with an approved retail & commercial building
South	Commercial Neighborhood	R-2 & C-1	Undeveloped & medical office building
West	Business Design and Research Park & Residential Suburban (up to 8 du/ac)	M-D	Undeveloped

The immediate area is within the Public Facilities Needs Assessment (PFNA) area and the MUD-3 Overlay District.

STANDARDS FOR APPROVAL:

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

Analysis

Current Planning

Use Permits

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.

This portion of the Blue Diamond Road corridor is in transition with approved projects with a similar intensity of uses. Directly to the east is an approved retail building and farther east is an existing shopping center. To the west is an undeveloped M-D zoned parcel and farther west is an existing restaurant/tavern site and retail plant nursery. Therefore, staff finds the use permits for the day care and restaurant uses are appropriate and consistent with the developing and planned uses along this corridor. Staff finds the proposed request is less intense than a previous approval for auto related uses and the request is in compliance with Land Use Goal 9 of the Comprehensive Master Plan which encourages providing for commercial development that is integrated in appropriate locations throughout the community.

Waivers of Development Standards

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

Waiver of Development Standards #1

Staff finds the wider landscape area along Edmond Street is an alternative that mitigates the relaxed standard. Additionally, the area is enhanced with additional shrubs and groundcover. Title 30 provisions allow for the omission of trees located beneath or adjacent to overhead power lines if the power company certifies that the landscape requirement poses a hazard. However, in this instance a letter was not obtained but similar development sites have been approved with similar requests. Therefore, with a condition that landscaping be provided per plans presented, staff can support this request.

Waiver of Development Standards #2

Staff finds the use of 2 retail kiosks in an outdoor patio area will not negatively impact the immediate area. The proposed patio area is set back 20 feet from Ford Avenue and Edmond Street with enhanced landscaping along both streetscapes. The patio area will also be enclosed with a decorative low profile masonry wall. Therefore, staff does not have a practical issue with this portion of the request so long as the retail kiosks are located where depicted.

Design Review

Staff finds this request is compliant with the Enterprise Land Use Plan and goals and policies within the Comprehensive Master Plan. Furthermore, the uses requested and the design of the project are compatible with the existing and proposed zoning and development in the area.

However, staff is concerned with the proximity of the outdoor play area for the day care facility and the entrance to the drive-thru lanes for the restaurant. There is the potential for vehicular conflicts and overall safety of the play area. With a condition related to the enclosure for the play area, staff can support the overall design of the site and development.

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

- 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 due to the lack of necessary public services in the area;
- Reinforced bollards and/or posts with decorative, enhanced, heavy gauge fencing for the proposed outdoor play area with additional trees and enhanced landscaping along the east and south sides of the play area;
- Landscaping per plans on file;
- Retail kiosks to be located per plans;
- Design review as a public hearing on substantial changes or change in use;
- 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; 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; and that this application must commence within 2 years of approval date or it will expire.

Public Works - Development Review

- Drainage study and compliance;
- Traffic study and compliance;
- Full off-site improvements;
- Right-of-way dedication to include 30 feet for Ford Avenue, the spandrel at the intersection of Ford Avenue and Edmond Street, and, if required by the Nevada Department of Transportation or Clark County, the spandrel at the intersection of Edmond Street and Blue Diamond Road;
- Off-site improvements along Blue Diamond Road to be coordinated with Nevada Department of Transportation (NDOT), and applicant to provide an approved NDOT encroachment permit to Public Works Development Review Division.

- Applicant is advised that the design of the site is reliant upon UC-0553-16 and VS-0552-16 and those applications will expire on September 21, 2018 if not extended; and that if the prior applications expire then new waivers and a vacation may be required.

Building Department - Fire Prevention

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

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email sewerlocation@cleanwaterteam.com and reference POC Tracking #0332-2018 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

TAB/CAC: Enterprise - approval (design review as a public hearing for lighting and signage; provide cross access to the west if compatible uses; and modifying bullet #2 to read as follows: reinforced bollards and/or posts with decorative, enhanced, heavy gauge fencing for the proposed outdoor play area).

APPROVALS:

PROTEST:

APPLICANT: STONERIDGE REALTY ADVISORS, INC.

CONTACT: LIZ DELK, 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

July 26, 2018

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

REFERENCE: UC-18-0437

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

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of **July 18, 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

- 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 due to the lack of necessary public services in the area;
- Reinforced bollards and/or posts with decorative, enhanced, heavy gauge fencing for the proposed outdoor play area with additional trees and enhanced landscaping along the east and south sides of the play area;
- Landscaping per plans on file;
- Retail kiosks to be located per plans;
- Design review as a public hearing on substantial changes or change in use;
- 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; 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; and that this application must commence within 2 years of approval date or it will expire.

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

Nancy A. Amundsen, Director



Public Works - Development Review

- Drainage study and compliance;
- Traffic study and compliance;
- Full off-site improvements;
- Right-of-way dedication to include 30 feet for Ford Avenue, the spandrel at the intersection of Ford Avenue and Edmond Street, and, if required by the Nevada Department of Transportation or Clark County, the spandrel at the intersection of Edmond Street and Blue Diamond Road;
- Off-site improvements along Blue Diamond Road to be coordinated with Nevada Department of Transportation (NDOT), and applicant to provide an approved NDOT encroachment permit to Public Works Development Review Division.
- Applicant is advised that the design of the site is reliant upon UC-0553-16 and VS-0552-16 and those applications will expire on September 21, 2018 if not extended; and that if the prior applications expire then new waivers and a vacation may be required.

Building Department - Fire Prevention

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

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BOARD OF COUNTY COMMISSIONERS

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

04/06/05 BCC AGENDA SHEET

FUTURE DEVELOPMENT
(TITLE 30)

FORD AVE/MOHAWK ST

PUBLIC HEARING 
APP. NUMBER/OWNER/DESCRIPTION OF REQUEST
ZC-0269-05 - DIAMOND RANCH II, LLC:

ZONE CHANGE to reclassify 2.1 acres from H-2 (General Highway Frontage) Zone to M-D (Designed Manufacturing) Zone for future development.

Generally located on the southeast corner of Ford Avenue and Mohawk Street, 70 feet north of Blue Diamond Road within Enterprise (description on file). BW/bk/ka

RELATED INFORMATION:

APN:
176-13-801-001

MASTER PLAN/LAND USE GUIDE:
ENTERPRISE - BUSINESS AND DESIGN/RESEARCH PARK

BACKGROUND:
Project Description
This is a zone boundary amendment without plans.

Surrounding Zoning and Land Use

To the west is undeveloped land in an M-D zone. The northeast corner of La Costa Canyon Court and Duneville Street is a developed M-D zoned industrial park. To the north and northwest are portions of the H-2 zoned Blue Diamond Road Corridor, and farther north and northwest are developed and undeveloped R-E zoned parcels in a planned Residential Neighborhood Preservation (RNP) area as well as an undeveloped area planned for a public facility. To the east is an undeveloped M-D zoned parcel. Along the Blue Diamond Road corridor are 2 residences in an H-2 zone, a couple parcels zoned C-P, and a developing RUD zoned, single family subdivision in addition to undeveloped H-2 zoned parcels. Across Blue Diamond Road to the south are several developing single family subdivisions in an R-2 zone, and undeveloped land in an H-2 zone. Farther south are developed and undeveloped R-E zoned parcels in another RNP area. This property is located within the Public Facilities Needs Assessment (PFNA) area.

Related Applications

WS-0270-05 is a companion item on this agenda to reduce setbacks and modify landscaping standards for a mini-warehouse complex on this site.

STANDARDS FOR APPROVAL:

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

Analysis**Current Planning**

This request conforms to the Enterprise Land Use Plan. A minimum of 10 foot wide landscape strips along the rights-of-way would create a more dynamic streetscape. Additional design standards could be administered when the applicant submits a design review as a public hearing to establish the land use on this site.

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 Plan, Title 30, and/or the Nevada Revised Statutes.

PRELIMINARY STAFF CONDITIONS:**Current Planning**

Subject to no resolution of intent and staff preparing an ordinance to adopt the zoning; design review as a public hearing; entering into a 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; minimum of 10 foot wide landscaping along rights-of-way; and all applicable standard conditions for this application type.

Civil Engineering

Drainage and traffic studies and compliance; if sidewalk is detached, dedicate right-of-way and grant easement in accordance with detached sidewalk requirements; full off-sites; if project is to be gated location of call box and gate to be approved by Clark County Civil Engineering; all vacations to be recordable prior to building permit issuance and/or applicable map submittal.

TAB/CAC:**APPROVALS:****PROTESTS:**

APPLICANT: Craig H. Eddins

CONTACT: Craig H. Eddins, 11411 Southern Highlands Parkway, Las Vegas, NV 89141



Department of Comprehensive Planning Current Planning Division

500 S Grand Central Pky • PO Box 551744 • Las Vegas NV 89155-1744
(702) 455-4314 • Fax (702) 455-3271

Barbara Ginoulas, Director

NOTICE OF FINAL ACTION

April 14, 2005

CRAIG H. EDDINS
11411 SOUTHERN HIGHLANDS PARKWAY
LAS VEGAS, NV 89141

REFERENCE: ZC-0269-05

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 marking 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 April 6, 2005 and was **APPROVED** subject to the conditions listed below and/or on the attached sheet. 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, each will have its own expiration date. It is the applicant's responsibility to keep each application current.

CONDITIONS: Subject to no resolution of intent and staff preparing an ordinance to adopt the zoning; design review as a public hearing; entering into a 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; minimum of 10 foot wide landscaping along rights-of-way; drainage and traffic studies and compliance; if sidewalk is detached, dedicate right-of-way and grant easement in accordance with detached sidewalk requirements; full off-sites; if project is to be gated location of call box and gate to be approved by Clark County Civil Engineering; all vacations to be recordable prior to building permit issuance and/or applicable map submittal; and all applicable standard conditions for this application type.

BOARD OF COUNTY COMMISSIONERS
RORY REID, Chairman • MYRNA WILLIAMS, Vice Chair
TOM COLLINS • YVONNE ATKINSON GATES • CHIP MAXFIELD • LYNETTE BOGGS McDONALD • BRUCE L. WOODBURY
THOM REILLY, County Manager

TITLE 30 STANDARD CONDITIONS

IN ADDITION to staff comments and/or recommendations, all land use application approvals require conformance to the following standard conditions for each application type:

ALL APPLICATIONS:

1. Development of the property must conform to the plans as submitted with revisions as specified by the Board of County Commissioners and/or Planning Commission.
2. Although a courtesy reminder is typically mailed to the correspondent (on file) 30 days prior to an application's expiration, the applicant is fully responsible for maintaining the correct expiration date of any application.

Administrative Design Review, Administrative Minor Deviation, Design Review, Special Use Permit, Variance, Waiver of Development Standards, and Zone Change:

1. Administrative Design Review, Design Review, Special Use Permit, Variance, or Waiver of Development Standards. The application will expire in two years at 5:00 p.m. on the expiration date unless the use or construction is commenced or unless a different time period is stated in the conditions of approval (holidays and weekends will not extend the expiration day). Any extension of time must be applied for prior to 5:00 p.m. on the expiration date.
2. Administrative Minor Deviation. This application will expire in two years at 5:00 p.m. on the expiration date unless construction is commenced or unless a different time period is stated in the conditions of approval (holidays and weekends will not extend the expiration day). No extensions of time are permitted.
3. Zone Change Not Subject to a Resolution of Intent. The zoning will not expire, nor will any associated applications (except tentative maps and vacation and abandonment applications), unless otherwise stated in the conditions of approval.
4. Zone Change Subject to a Resolution of Intent and any associated applications. The property owner must execute a resolution of intent and complete construction per Title 30, Section 30.16.060, including compliance with all conditions; otherwise, the application(s) will expire in three years at 5:00 p.m. on the expiration date (holidays and weekends will not extend the expiration day). Any extension of time must be applied for prior to 5:00 p.m. on the expiration date.
5. All conditions of approval, applicable state statutes, and local ordinances must be satisfied, including all applicable Building and Fire Code requirements for hazardous materials, prior to recording a map or issuance of a building permit, certificate of occupancy, or business license, whichever is required.
6. All new construction requires building permits in accordance with all applicable Building and Fire Codes and submission of a plot and grading plan prepared by a registered professional civil engineer showing property lines, building locations, topography and such other data as required by the Department of Development Services.
7. If the property is located within one mile of the boundary of public sewage treatment facility, an odor easement must be executed with the Clark County Water Reclamation District.
8. All geologic hazards must be plotted on a plot plan, and habitable structures shall comply with the restrictions specified in all applicable Building and Fire Codes.
9. Drainage and/or traffic studies must be submitted and approved and all improvements must comply with the approved studies. Further, street and flood channel dedication and/or improvements will be required.
10. If the property is located in a flood zone, a drainage study must be submitted to and approved by the Regional Flood Control District prior to any permits being issued.
11. Fire hydrants must be provided in compliance with Fire Department specifications, and a three foot fire hydrant easement is required behind all street frontage lot lines. Waivers of street improvements do not waive fire hydrant requirements.
12. All necessary utility easements will be retained or reserved. For all applications, an Avigation Easement must be executed unless one has been previously recorded.
13. Mobile homes and/or manufactured housing require building permits before they are moved and inspection for the Nevada Safety Seal prior to occupancy.
14. Approval of this application does not constitute approval of a liquor or gaming license or any other County issued permit, license, or approval.
15. The Board of County Commissioners and/or the Planning Commission have no authority to grant, promise, or commit water service. Approval of this application does not constitute any commitment for water service or any commitment for priority status for future water service.

TITLE 30 STANDARD CONDITIONS

Administrative Street Naming, Street Name Change, and Street Address System Change:

1. Applicant is responsible for street name signs in accordance with Clark County Standards.

Extensions of Time:

2. Unless otherwise stated, the original expiration day continues to be in effect.
3. **Administrative Extension of Time.** The expiration date of an application may be extended to match the expiration date for a subsequent related application, building permit, or map. Administrative extensions will expire at 5:00 p.m. on the specified expiration date unless the use or construction is commenced (construction must be completed for zone change extensions) or unless a different time period is stated in the conditions of approval (holidays and weekends will not extend the expiration day). All administrative extensions must be applied for prior to 5:00 p.m. on the expiration date.
4. **Extension of Time Subject to a Hearing.** This application will expire at 5:00 p.m. on the expiration date unless the use or construction is commenced (construction must be completed for zone change extensions) or unless a different time period is stated in the conditions of approval (holidays and weekends will not extend the expiration day). All extensions must be applied for prior to 5:00 p.m. on the expiration date.
5. All conditions imposed on the original approval and any new conditions must be satisfied.

Tentative/Final Map:

6. **Tentative Map.** This application will expire at 5:00 p.m. in two years from the date on which the Board of County Commissioners and/or Planning Commission took action unless a Final Map is recorded on all or part of the subdivision (holidays and weekends will not extend the expiration day).
7. If the property is located within one mile of the boundary of public sewerage treatment facility, an odor easement must be executed.
8. All geologic hazards must be plotted on a plot plan, and habitable structures shall comply with the restrictions specified in all applicable Building and Fire Codes.
9. Drainage and/or traffic studies must be submitted and approved and all improvements must comply with the approved studies. Further, street and flood channel dedication and/or improvements may be required.
10. All necessary utility easements will be retained or reserved. The property owner(s) must execute a Resolution of Intent and an Avigation Easement if required.
11. All conditions of approval, applicable state statutes, and local ordinances must be satisfied, including all applicable Building and Fire Code requirements for hazardous materials, prior to recording the Final Map.
12. Approval of this application does not constitute approval of a liquor or gaming license or any other County issued permit, license, or approval.
13. The Board of County Commissioners and/or the Planning Commission have no authority to grant, promise or commit water service. Approval of this application does not constitute any commitment for water service or any commitment for priority status for future water service.
14. Plotting or relinquishing all utility easements.
15. Post Office and Fire Department approval of all street names.
16. If applicable, all beneficiaries of record to sign a consent statement to record with the Final Map.

Vacation and Abandonment:

17. **Vacation and Abandonment.** This application will expire in two years at 5:00 p.m. on the expiration date (holidays and weekends will not extend the expiration day) unless all conditions of approval have been satisfied and an Order of Vacation is recorded by the County. Any extension of time must be applied for prior to 5:00 p.m. on the expiration date. Vacation of easements and/or rights-of-way must conform to the plans as submitted with revisions as specified by the Board of County Commissioners and/or Planning Commission.
18. Drainage and/or traffic studies must be submitted and approved, and all improvements must comply with the approved studies. Additionally, street and flood channel dedications and/or improvements will be required.
19. If the property is located in a flood zone, a drainage study must be submitted and approved by the Regional Flood Control District prior to any permits.
20. All necessary utility easements will be retained or reserved.



Department of Comprehensive Planning

Current Planning Division

500 S Grand Central Pky • PO Box 551744 • Las Vegas NV 89155-1744
(702) 455-4314 • Fax (702) 455-3271

Barbara Ginoulas, Director

NOTICE OF FINAL ACTION

April 14, 2005

CRAIG H EDDINS
11411 SOUTHERN HIGHLANDS PARKWAY
LAS VEGAS, NV 89141

REFERENCE: WS-0270-05

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 marking 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 April 6, 2005 and was **APPROVED** subject to the conditions listed below and/or on the attached sheet. 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, each will have its own expiration date. It is the applicant's responsibility to keep each application current.

CONDITIONS: Subject to legalizing boundary of development prior to permits or recording of a perpetual cross access, ingress/egress, and parking easements; a detached sidewalk along Blue Diamond Road unless prohibited by NDOT design standards; a 10 foot wide intense landscape buffer per Figure 30.56-12 along Ford Avenue; 10 foot landscaping along Edmond Street; compliance with ZC-1584-98 and ZC-0269-05; and all applicable standard conditions for this application type. Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time; chemical occupancy requires different construction standards; any use involving hazardous materials may require additional applications or may not be permitted; a design review as a public hearing will be required for additional land uses on undeveloped portions of this property; and that this application must commence within 2 years of approval date or it will expire.

BOARD OF COUNTY COMMISSIONERS
RORY REID, Chairman • MYRNA WILLIAMS, Vice Chair
TOM COLLINS • YVONNE ATKINSON GATES • CHIP MAXFIELD • LYNETTE BOGGS McDONALD • BRUCE L. WOODBURY
THOM REILLY, County Manager

TITLE 30 STANDARD CONDITIONS

IN ADDITION to staff comments and/or recommendations, all land use application approvals require conformance to the following standard conditions for each application type:

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1. Development of the property must conform to the plans as submitted with revisions as specified by the Board of County Commissioners and/or Planning Commission.
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6. All new construction requires building permits in accordance with all applicable Building and Fire Codes and submission of a plot and grading plan prepared by a registered professional civil engineer showing property lines, building locations, topography and such other data as required by the Department of Development Services.
7. If the property is located within one mile of the boundary of public sewage treatment facility, an odor easement must be executed with the Clark County Water Reclamation District.
8. All geologic hazards must be plotted on a plot plan, and habitable structures shall comply with the restrictions specified in all applicable Building and Fire Codes.
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11. Fire hydrants must be provided in compliance with Fire Department specifications, and a three foot fire hydrant easement is required behind all street frontage lot lines. Waivers of street improvements do not waive fire hydrant requirements.
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13. Mobile homes and/or manufactured housing require building permits before they are moved and inspection for the Nevada Safety Seal prior to occupancy.
14. Approval of this application does not constitute approval of a liquor or gaming license or any other County issued permit, license, or approval.
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TITLE 30 STANDARD CONDITIONS

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5. All conditions imposed on the original approval and any new conditions must be satisfied.

Tentative/Final Map:

6. **Tentative Map.** This application will expire at 5:00 p.m. in two years from the date on which the Board of County Commissioners and/or Planning Commission took action unless a Final Map is recorded on all or part of the subdivision (holidays and weekends will not extend the expiration day).
7. If the property is located within one mile of the boundary of public sewerage treatment facility, an odor easement must be executed.
8. All geologic hazards must be plotted on a plot plan, and habitable structures shall comply with the restrictions specified in all applicable Building and Fire Codes.
9. Drainage and/or traffic studies must be submitted and approved and all improvements must comply with the approved studies. Further, street and flood channel dedication and/or improvements may be required.
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11. All conditions of approval, applicable state statutes, and local ordinances must be satisfied, including all applicable Building and Fire Code requirements for hazardous materials, prior to recording the Final Map.
12. Approval of this application does not constitute approval of a liquor or gaming license or any other County issued permit, license, or approval.
13. The Board of County Commissioners and/or the Planning Commission have no authority to grant, promise or commit water service. Approval of this application does not constitute any commitment for water service or any commitment for priority status for future water service.
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18. Drainage and/or traffic studies must be submitted and approved, and all improvements must comply with the approved studies. Additionally, street and flood channel dedications and/or improvements will be required.
19. If the property is located in a flood zone, a drainage study must be submitted and approved by the Regional Flood Control District prior to any permits.
20. All necessary utility easements will be retained or reserved.



Department of Comprehensive Planning

Current Planning Division

500 S Grand Central Pky • PO Box 551744 • Las Vegas NV 89155-1744
(702) 455-4314 • Fax (702) 455-3271

Richard B. Holmes, Director • Lesa Coder, Assistant Director • Deborah Murray, Planning Manager

NOTICE OF FINAL ACTION

December 1, 1998

Cappy Hayes
2727 S rainbow Blvd
Las Vegas, NV 89146

REFERENCE: ZC-1584-98

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 marking 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 November 18, 1998 and was **APPROVED** subject to the conditions listed below and/or on the attached sheet. You will be required to comply with all conditions prior to the issuance of a building permit or a business license.

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

MLK
CONDITIONS: Subject no loading areas adjacent to or visible from Ford Avenue; no loading docks within 100 feet of a residential lot; minimum 8 foot high boundary wall; on-site lighting to consist of low-sodium, inward directed fixtures to be included in each design review; design review as a public hearing for each phase and/or buildings; A-1 landscaping along all major street frontages; B-2 landscaping along minor street frontages; A-2 landscape buffer adjacent to any existing residential developments (if applicable); trash enclosures per Code; handicap parking spaces per Code; recording a reciprocal, perpetual cross access, ingress/egress, and parking agreements; enter into a development agreement to ensure a fair share participation in the provision of infrastructure and public facilities necessary to serve this project; development agreement to be entered into prior to issuance of any permits or subdivision mapping, whichever occurs first; full off-sites, with improvements on Blue Diamond Road to be in accordance with the requirements of the Nevada Department of Transportation, and subject to their approval; drainage and traffic studies and compliance, with Nevada Department of Transportation concurrence; master studies to address the entire 91 acre development prior to the issuance of any permits or subdivision mapping, whichever occurs first; traffic study to evaluate the surrounding roadway network, including potential railroad/rail spur/roadway conflicts, the possible realignment of Jones Boulevard, and railroad crossing participation; right-of-way dedication to include 40 to 80 feet for Lindell Road, 30 feet for Ford Avenue west of Edmond Street and a portion of a knuckle at Edmond Street, together with right-of-way as required by the approved traffic study; vacate all easement and rights-of-way not being used, and record prior to permits or mapping; and combine parcel to prevent landlocking. *PFV/17*

PLEASE BE AWARE THAT:

1. All conditions of approval and applicable state statutes and local ordinances must be satisfied prior to recording a map or issuance of a building permit, certificate of occupancy or business license, whichever is required.
2. All new construction requires building permits in accordance with the Uniform Building Code as adopted by Clark County and submissions of a plot and grading plan prepared by registered professional civil engineer showing property lines, building locations, topography and such other data as required by the Building Department.

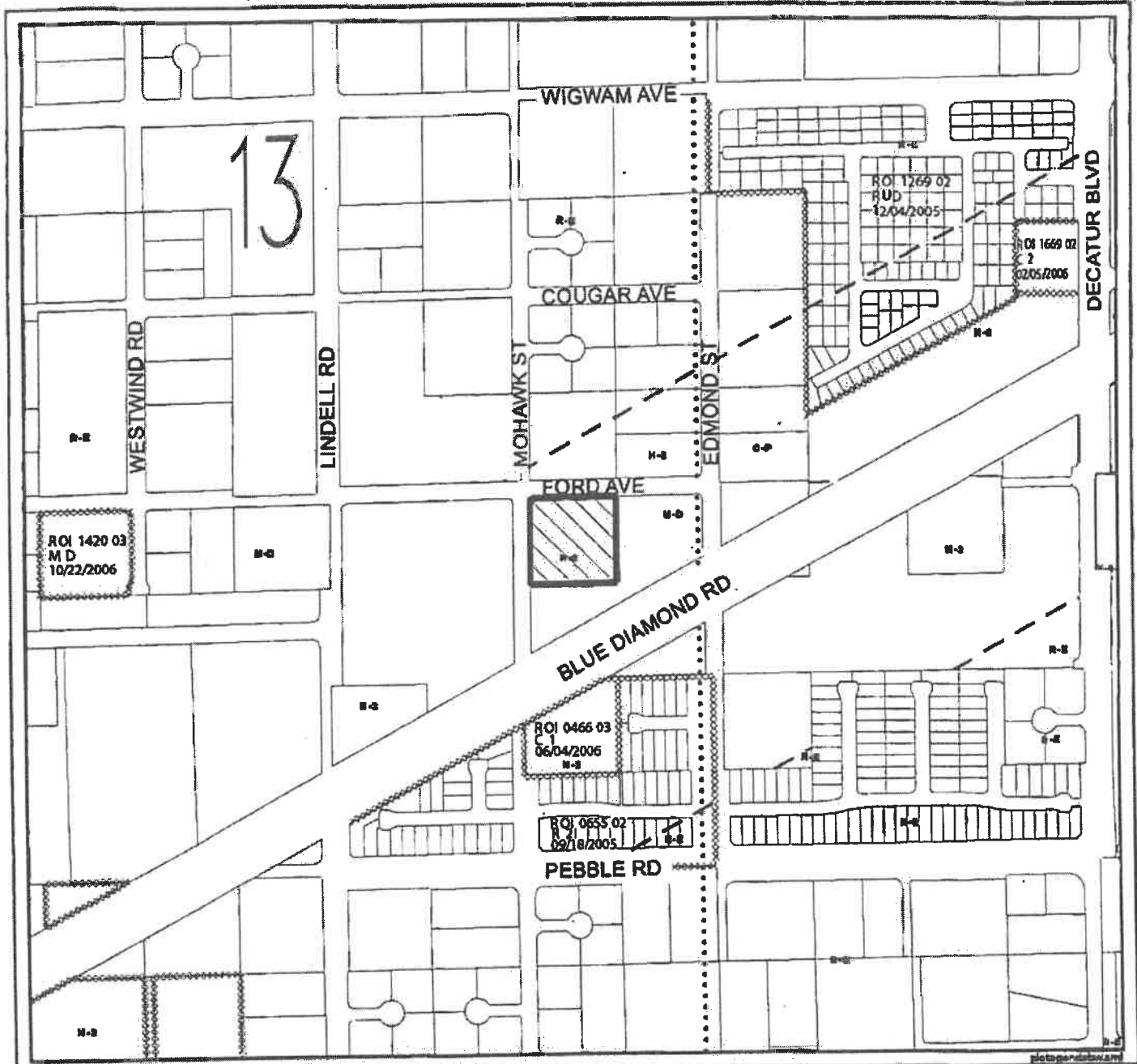
BOARD OF COUNTY COMMISSIONERS
YVONNE ATKINSON GATES, Chair • LORRAINE T. HUNT, Vice-Chair
ERIN KENNY • MARY J. KINCAID • LANCE M. MALONE • MYRNA WILLIAMS • BRUCE L. WOODBURY
DALE W. ASKEW, County Manager

-continued-

COMMISSION AGENDA MAP

CLARK COUNTY DEPARTMENT OF DEVELOPMENT SERVICES, CURRENT PLANNING DIVISION

Am
ZC-0269-05



APPLICATION NUMBER

ZC-0269-05

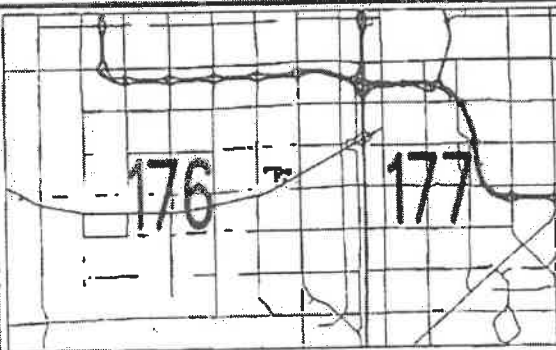
SUBJECT SECTION(S)

SEC13 T22S R60E



SCALE: 1 INCH = 500 FEET

MAP CREATED ON 05-02-05



This information is for display purposes only.

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

- SUBJECT SITE(S)
- Town/County/State Boundary
- Incorporated City
- Zoning Boundary
- Non-Dedicated Public Road
- Power Lines (60kV and larger)
- High Pressure Gas Lines
- Railroads

OVERLAY ZONE

P.C

Aerial Map No: G13