

BILL NO. 12-20-23-2

SUMMARY - An ordinance to adopt a Development Agreement with LTF Real Estate Company, Inc. for a commercial development on 14.9 acres, generally located south of Sunset Road and east of Durango Drive within Spring Valley.

ORDINANCE NO. 5092
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT A DEVELOPMENT AGREEMENT WITH LTF REAL ESTATE COMPANY, INC. FOR A COMMERCIAL DEVELOPMENT ON 14.9 ACRES, GENERALLY LOCATED SOUTH OF SUNSET ROAD AND EAST OF DURANGO DRIVE WITHIN SPRING VALLEY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

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

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.20 of the Clark County Code a Development Agreement with LTF Real Estate Company, Inc. for a commercial development on 14.9 acres, generally located south of Sunset Road and east of Durango Drive within Spring Valley, is hereby adopted.

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

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sections, subsections, clauses, phrases or sentences contained in the Clark County Code in conflict herewith are hereby repealed.

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

PROPOSED on the 20th day of December, 2023

INTRODUCED by: Commissioner James B. Gibson

PASSED on the 3rd day of January, 2024

VOTE:

AYES: Tick Segerblom

James B. Gibson

Justin Jones

Marilyn K. Kirkpatrick

William McCurdy II

Ross Miller

Michael Naft

NAYS: None

ABSTAINING:

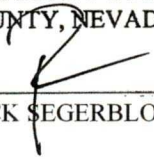
None

ABSENT:

None

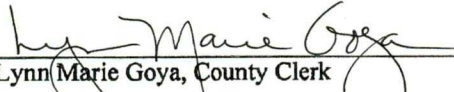
BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By:



TICK SEGERBLOM, Chair

ATTEST:



Lynn Marie Goya, County Clerk

This ordinance shall be in force and effect from and after the 18th day
of January 2024.

Inst #: 20240122-0000998
Fees: \$0.00
01/22/2024 11:23:03 AM
Receipt #: 5483685
Requestor:
COMPREHENSIVE PLANNING CL
Recorded By: ARNVI Pgs: 35
Debbie Conway
CLARK COUNTY RECORDER
Src: MAIL
Ofc: MAIN OFFICE

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN: 176-04-101-025, 026

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx>)

TITLE OF DOCUMENT
(DO NOT Abbreviate)

**DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF CLARK AND LTF REAL
ESTATE COMPANY, INC. FOR LIFE TIME – SUNSET & DURANGO WITH
ORDINANCE NO. 5092 TO ADOPT THE DEVELOPMENT AGREEMENT**

ORD-23-900489

“This Document may be Signed in Counter-Part.”

Document Title on cover page must appear EXACTLY as the first page of the document
to be recorded.

RECORDING REQUESTED BY:

Clark County Comprehensive Planning Department

RETURN TO: Name Clark County Comprehensive Planning Department

Address First Floor Government Center

City/State/Zip Las Vegas, NV 89155-1741

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name _____

Address _____

City/State/Zip _____

This page provides additional information required by NRS 111.312 Sections 1-2.

To print this document properly, do not use page scaling.

P:\Common\FORMS & NOTICES\Cover Page Template Oct2017

SWAPN(s): **176-04-101-025, 026**
Please Return to: Sami Real
Comprehensive Planning Department
1st Floor, Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK

AND

LTF REAL ESTATE COMPANY, INC.

FOR

LIFE TIME – SUNSET & DURANGO

ORD-23-900489

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 **LTF REAL ESTATE COMPANY, INC.** the Owner of the real property described on Exhibit "A" attached hereto (hereinafter referred to as the "Owner") and incorporated herein by reference.

SECTION 1 – DEFINITIONS

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

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

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

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

and

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

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

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

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

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

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

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

- (f) "Concurrent Approvals" means the zoning, land use or map approvals and authorizations, relating to the Subject Property, together with the applicable conditions, as granted by the County Commission including without limitation those approvals and conditions of approval per **ET-22-400122**, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.
- (g) "County" means the County of Clark, State of Nevada together with its successors and assigns.
- (h) "County Commission" means the Board of County Commissioners or Planning Commission of the County of Clark, State of Nevada.
- (i) "County Master Plan" means the comprehensive plan adopted by the County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use, development guides and elements, including the land use and development guide and the general plan map for unincorporated portions of the Las Vegas Valley adopted by the County Commission on January 24, 1974, except as amended by the adoption of more recent plans in effect as of the Effective Date.
- (j) "Development Agreement Ordinance" means 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.
- (k) "Effective Date" means the date, on or after the adoption by the County Commission, of an ordinance approving execution of this Agreement whereas the Agreement has been executed and signed by both parties, that this Agreement is recorded in the Office of the County Recorder of Clark County, Nevada.
- (l) "NDOT" means Nevada Department of Transportation.
- (m) "NRS" means Nevada Revised Statutes.
- (n) "PFNA" means the Southwest Las Vegas Valley Public Facilities Needs Assessment Report, dated December 1, 2000, incorporated herein by this reference and approved by the County Commission on January 2, 2001.
- (o) "Project" means the Subject Property and the proposed development of the Subject Property described in this Agreement.
- (p) "Subject Property" means that certain real property, which Owner owns or has the right to acquire, located in the County and more particularly described on Exhibit "A".
- (q) "Term" means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.

SECTION 2 – RECITAL OF PREMISES, PURPOSE AND INTENT

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

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

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

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

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

(e) Owner Intent. In accordance with the legislative intent evidenced by NRS §278.0201 through §278.0207, inclusive, authorizing Development Agreements and the intent of the County in adopting an ordinance allowing Development Agreements, Owner wishes to obtain reasonable assurances that Owner may develop the Project in accordance with the conditions established in this Agreement. Owner acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time. In order to develop the Subject Property, Owner is willing to enter into this Development Agreement in order to pay Owner's fair share of the costs to provide certain public services, facilities, and infrastructure in the area of this Project. Owner further acknowledges that this Agreement was made a part of the County Record at the time of its approval by the County Commission and that the Owner agrees without protest to the requirements, limitations, or conditions imposed by this Agreement and the Concurrent Approvals.

(f) Acknowledgment of Uncertainties. The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Project be developed in the manner contemplated by this Agreement. Among such circumstances is the unavailability of water or other limited natural resources, federal regulation of air and water quality, and similar conditions. Owner recognizes that water shortages could affect the County's ability to perform its obligations hereunder. Owner further acknowledges and agrees this Agreement does not relieve the Owner from compliance with existing, changed, modified or amended rules regulations, laws, ordinances,

resolutions, fees codes, etc., of other governmental agencies. Such rules, regulations, laws, ordinances, resolutions, fees, codes, etc. of governmental entities must be complied with by the Owner and are not locked in nor a part of this Agreement. It is not the intent of the parties nor shall this Section be construed as excusing the County of any obligation hereunder or depriving Owner of any right under this Agreement, which can be performed.

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

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

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

SECTION 3 – DEVELOPMENT OF THE PROJECT

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

3.02 Reliance on Concurrent Approvals and Applicable Rules. County hereby agrees that Owner will be permitted to carry out and complete the entire Project in accordance with the uses and densities set forth in the Concurrent Approvals subject to the terms and conditions of this Agreement and the Applicable Rules. Pursuant to the terms of this Agreement and subject to Owner's infrastructure obligations described in this Agreement, the development of the Project may proceed.

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

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

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

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

SECTION 4 – PUBLIC FACILITIES

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

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

CHART 4.01-A PUBLIC FACILITIES CHART			
Type of Development	Infrastructure Category		Total
	Parks	Public 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 in Chart 4.01-A above, Owner agrees that this development is subject to the Residential Construction Tax if required by Chapter 19.05 of the Clark County Code.

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

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

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

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

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

SECTION 5 – REVIEW AND DEFAULT

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

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

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

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

(a) County Procedures

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

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

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

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

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

(b) Owner Procedures

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

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

(c) Waiver. Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect to any default shall not operate as a 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 its decision is clearly arbitrary and capricious. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing. If a party desires to present new or additional evidence to the Court, such party may petition the Court to remand the matter to the County Commission to consider the additional or new evidence. Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Eighth Judicial District Court, State of Nevada.

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

SECTION 6 – CONFLICTING LAWS

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

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

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

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

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

SECTION 7 – GENERAL PROVISIONS

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

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

7.03 Assignment.

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

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

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

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

7.04 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS §278.0205 and Section 5 of this Agreement, this Agreement may be amended from time to time or canceled only upon the mutual written agreement of the parties hereto; provided however, that to the extent this Agreement expires pursuant to Section 7.02 above.

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

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

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

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

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

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

Either party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the

manner described shall be deemed delivered on the day of personal delivery or the delivery date by overnight courier or mail is first attempted.

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

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

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

7.12 Release. Each unit within the Subject Property shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of an Occupancy Permit for the building in which the unit is located.

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

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

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

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

[signatures appear on following page]

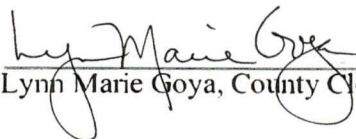
IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written, as authorized by Ordinance No. 1579 of the Clark County Code, to be effective on the date shown in Section 2.01(c).

COUNTY:

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

By: 
Tick Segerblom, Chair

Attest:

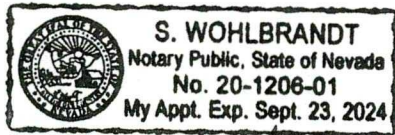

Lynn Marie Goya, County Clerk

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 8th day of January, 2024,

By Tick Segerblom, Chair of the Board of County Commissioners, County of Clark, State of Nevada



NOTARY PUBLIC

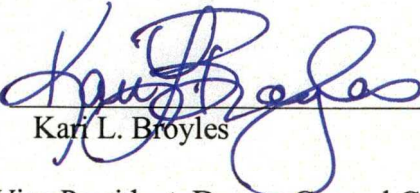


Signature

My Commission expires: Sept. 23, 2024

OWNER:

LTF REAL ESTATE COMPANY, INC.

By: 
Kari L. Broyles

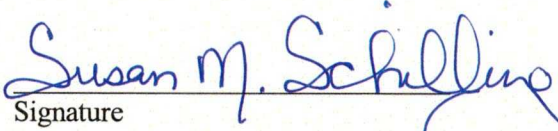
Its: Vice President, Deputy General Counsel, and Assistant Secretary

ACKNOWLEDGMENT:

STATE OF MINNESOTA)
) ss:
COUNTY OF CARVER)

This instrument was acknowledged before me on the 16th day of November, 2023, by Kari L. Broyles, as Vice President, Deputy General Counsel, and Assistant Secretary of LTF Real Estate Company, Inc., a Minnesota corporation, on behalf of the corporation.

NOTARY PUBLIC


Signature

My Commission expires: 1-31-2025



Exhibit "A"
Legal Description

(see next page for attachment)

NOVEMBER 18, 2019
BY: CRAIG A. GIVANT, P.L.S.

EXHIBIT 'A'

EXPLANATION

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND TO BE INCLUDED IN A REZONING APPLICATION.

LEGAL DESCRIPTION – DEED 20060927:006479

PORTIONS OF GOVERNMENT LOTS 19, 20, 22 & 23 SITUATED IN SECTION 4, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(CURRENT APN 176-04-101-025)

FORMER APN: 176-04-101-008

GOVERNMENT LOT TWENTY-ONE (21) IN SECTION 4, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO CLARK COUNTY BY DEDICATION RECORDED AUGUST 21, 2000, IN BOOK 20000821 AS DOCUMENT NO. 00916 OF OFFICIAL RECORDS AND RE-RECORDED JULY 24, 2003 IN BOOK 20030724 AS DOCUMENT NO. 00442 OF OFFICIAL RECORDS.

(CURRENT APN 176-04-101-026)

FORMER APN: 176-04-101-001

THAT PORTION OF THE NORTH HALF (N 1/2) OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.B.M., FURTHER DESCRIBED AS FOLLOWS: BEING THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) IN SECTION 4, TOWNSHIP 22 SOUTH, RANGE 60 EAST, ALSO DESCRIBED AS GOVERNMENT LOT TWENTY (20).

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN DEED TO COUNTY OF CLARK OF ROAD PURPOSES, RECORDED MARCH 15, 1999 IN BOOK 990315, AS DOCUMENT NO. 00656 OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO CLARK COUNTY BY DEDICATION RECORDED AUGUST 21, 2000, IN BOOK 20000821 AS DOCUMENT NO. 00916, OF OFFICIAL RECORDS, AND RE-RECORDED JULY 24, 2003 IN BOOK 20030724, AS DOCUMENT NO. 00442 OF OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION DEDICATED TO COUNTY OF CLARK IN THAT CERTAIN DOCUMENT RECORDED JULY 27, 2006 IN BOOK 20060727 AS INSTRUMENT NO. 06375 OF OFFICIAL RECORDS.

AND FURTHER EXCEPTING THEREFROM THAT PORTION DEDICATED TO COUNTY OF CLARK IN THAT CERTAIN DOCUMENT RECORDED DECEMBER 11, 2009 IN BOOK 20091211 AS DOCUMENT NO. 00619 OF OFFICIAL RECORDS.

TOGETHER WITH

FORMER APN: 176-04-101-002

THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M.

SAID LAND ALSO BEING DESCRIBED AS GOVERNMENT LOT NINETEEN (19).

EXCEPTING THEREFROM THAT PORTION DEDICATED TO COUNTY OF CLARK IN THAT CERTAIN DOCUMENT RECORDED JULY 27, 2006 IN BOOK 20060727 AS DOCUMENT NO. 06376 OF OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION DEDICATED TO COUNTY OF CLARK IN THAT CERTAIN DOCUMENT RECORDED AUGUST 27, 2007 IN BOOK 20070827 AS DOCUMENT NO. 03558 OF OFFICIAL RECORDS.

TOGETHER WITH

FORMER APN: 176-04-101-009

THE WEST HALF (W 1/2) OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

ALSO KNOWN AS THE WEST HALF (W 1/2) OF GOVERNMENT LOT TWENTY-TWO (22).

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS CONVEYED TO THE COUNTY OF CLARK BY DEEDRECORDED JANUARY 26, 1996 IN BOOK 960126 AS DOCUMENT NO. 00665, OF OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS CONVEYED TO THE COUNTY OF CLARK BY DEEDRECORDED MARCH 30, 2000, IN BOOK 20000330 AS DOCUMENT NO. 02310 AND RE-RECORDED NOVEMBER 8, 2001 IN BOOK 20011108 AS DOCUMENT NO. 00573, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THAT PORTION DEDICATED TO COUNTY OF CLARK IN THAT CERTAIN DOCUMENT RECORDED AUGUST 27, 2007 IN BOOK 20070827 AS DOCUMENT NO. 03558 OF OFFICIAL RECORDS.

TOGETHER WITH

FORMER APN: 176-04-101-023

THAT PORTION OF GOVERNMENT LOT 23 AND A PORTION OF GOVERNMENT LOT 22 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 23 THENCE SOUTH 89°42'53" EAST ALONG THE NORTH LINE THEREOF, 344.74 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 23; THENCE SOUTH 00°39'10" EAST ALONG THE EAST LINE THEREOF, 217.79 FEET; THENCE SOUTH 89°59'27" WEST, 227.21 FEET; THENCE SOUTH 00°39'10" EAST 267.43 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-215 AS DEEDED TO THE COUNTY OF CLARK A POLITICAL SUBDIVISION OF THE STATE OF NEVADA BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED IN BOOK 20001012 OF OFFICIAL RECORDS, AS INSTRUMENT NO. 01487, ON OCTOBER 12, 2000, IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. NORTH 73°11'35" WEST, 121.96 FEET TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 23 BEING COINCIDENT WITH THE EAST LINE OF SAID GOVERNMENT LOT 22, BEING A POINT ON SAID RIGHT-OF-WAY LINE ASDEEDED TO THE COUNTY OF CLARK, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED IN BOOK 20010928 OF OFFICIAL RECORDS, AS INSTRUMENT NUMBER 05638, ON SEPTEMBER 28, 2001 IN THE CLARK COUNTY RECORDER'S OFFICE CLARK COUNTY, NEVADA;

2. NORTH 00°47'58" WEST ALONG SAID LOT LINE, 38.04;

3. NORTH 79°43'43" WEST, 175.11 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID GOVERNMENT LOT 22;

THENCE NORTH 00°52'22" WEST ALONG SAID WEST LINE, 383.31 FEET TO A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 22; THENCE SOUTH 89°42'53" EAST ALONG SAID NORTH LINE, 172.37 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DEDICATED TO COUNTY OF CLARK IN THAT CERTAIN DOCUMENT RECORDED AUGUST 27, 2007 IN BOOK 20070827 AS INSTRUMENT NO. 03558 OF OFFICIAL RECORDS.

(SEE EXHIBIT "B" CONSISTING OF ONE (1) PAGE ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

CRAIG A. GIVANT, P.L.S.
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 14348



11/18/19

SECTION 4
TOWNSHIP 22 SOUTH,
RANGE 60 EAST, M.D.M.

EXHIBIT 'B'

SUNSET ROAD
PUBLIC RIGHT-OF-WAY
PER 20060727:06375 O.R.

DURANGO DRIVE

PUBLIC RIGHT-OF-WAY
PER 19990315:00656 O.R.

PUBLIC RIGHT-OF-WAY
PER 20030724:00442 O.R.

(FORMER APN
176-04-101-001)

(FORMER APN
176-04-101-002)

(FORMER APN
176-04-101-008)

(FORMER APN
176-04-101-009)

(FORMER APN
176-04-101-023)

BUTLER STREET
(PUBLIC STREET)
PER 20061024:5261 O.R.



(PUBLIC STREET)
PER 20061024:5261 O.R.
PITCHING AVENUE

DEED
20121128:0843
NOBLE
REPUBLIC
LIMITED

RAMP NORTH CC215 DURANGO
(RAFAEL RIVERA WAY)
PUBLIC RIGHT-OF-WAY
PER 20010928:05638 O.R.
20011108:00573 O.R.

DEED: 20060927:006479



APN 176-04-101-025



APN 176-04-101-026

SHEET 4 OF 4



Heritage Surveying

1895 VILLAGE CENTER CIRCLE
LAS VEGAS, NEVADA 89134
(702) 474-6277 (HS4-MAPS)
FAX (702) 255-6902
HERITAGE-SURVEYING.COM

2019-10-16 (ZONING LEGAL) - 501.0192.DWG

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

LTF Real Estate Company, Inc.

2900 Corporate Place

Chanhassen, MN 55317

Contact: Dominik Jenson

Applicant/Correspondent

Kimley-Horn

7740 N. 16th Street, Suite 300

Phoenix, AZ 85020

Contact: Traver Jones

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

(see next page for attachments)

HEALTH CLUB
(TITLE 30)

SUNSET RD/DURANGO DR

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

ET-22-400122 (ZC-19-0892)-LTF REAL ESTATE COMPANY INC:

WAIVERS OF DEVELOPMENT STANDARDS SECOND EXTENSION OF TIME for the following: **1)** increase building height; **2)** increase height of exterior fixtures (luminaries) mounted on a building; **3)** reduce landscaping; and **4)** alternative driveway geometrics.

DESIGN REVIEWS for the following: **1)** alternative parking lot landscaping; and **2)** health club with accessory commercial uses on 15.2 acres in a C-2 (General Commercial) Zone in the CMA Design Overlay District.

Generally located on the east side of Durango Drive and the north side of Rafael Rivera Way within Spring Valley (description on file). MN/dd/syp (For possible action)

RELATED INFORMATION:

APN:

176-04-101-025; 176-04-101-026

WAIVERS OF DEVELOPMENT STANDARDS:

1. Increase building height to 60 feet where 50 feet is the maximum height allowed per Table 30.40-4 (a 20% increase).
2. Increase the height of exterior fixtures (luminaries) mounted on a building to 25 feet where exterior fixtures (luminaries) shall be no higher than the line of the first story eave, or 14 feet above grade, whichever is lower per Section 30.48.670 (a 79% increase).
3. Reduce parking lot landscaping where landscape fingers are required every 6 parking spaces or every 12 parking spaces if adjacent to a landscape strip per Figure 30.64-14.
4.
 - a. Reduce throat depth on Pitching Avenue to 71 feet where 100 feet is the minimum per Uniform Standard Drawing 222.1 (a 29% reduction).
 - b. Reduce throat depth on Butler Street to zero feet where 100 feet is the minimum per Uniform Standard Drawing 222.1 (a 100% reduction).

LAND USE PLAN:

SPRING VALLEY - CORRIDOR MIXED-USE

BACKGROUND:

Project Description

General Summary

- Site Address: N/A
- Site Acreage: 15.2

- Project Type: Health club with accessory commercial uses
- Number of Stories: 3
- Building Height (feet): 60
- Square Feet: 125,500
- Parking Required/Provided: 628/635

Site Plan

The approved site plan depicts a proposed health club with accessory commercial uses and an outdoor pool/amenity area located in the southwest portion of the site, near the intersection of Durango Drive and Rafael Rivera Way. A property wall around the outdoor pool/amenity area is set back approximately 35 feet from the west property line along Durango Drive and the south property line along Rafael Rivera Way. A 30 foot wide slope easement is located adjacent to the right-of-way in this area of the site as well. The health club is located to the east of the outdoor pool/amenity area, set back approximately 110 feet from the south property line along Rafael Rivera Way.

Parking spaces are predominately located to the north and east of the outdoor pool/amenity area and health club; however, 29 spaces are located to the south of the health club (between the health club and Rafael Rivera Way). Loading spaces and a trash enclosure are also located in this area behind the health club. Internal walkways provide access throughout the site creating pedestrian connections between the streets, parking lots, and buildings.

Access to the site is provided by driveways on Durango Drive to the west, Sunset Road to the north, and Butler Street and Pitching Avenue to the east. A waiver of development standards is necessary to reduce the throat depth from both Pitching Avenue and Butler Street and to allow alternative driveway geometrics. Existing cross access from Pitching Avenue to an adjacent office building will be maintained; however, the opportunity for secondary cross access with the office building will be eliminated by installing landscaping between the 2 properties. Two areas of the site adjacent to Sunset Road and Durango Drive will remain undeveloped. These portions of the site are 1.9 acres and 1.7 acres. A drive aisle from Sunset Road bifurcates the undeveloped portions of the site and provides access to the health club.

Landscaping

The approved plans depict landscaping along all street frontages, along the internal drive aisles, walkways, around the health club and the outdoor pool/amenity area. An attached sidewalk exists along the southern portion of Durango Drive, and the attached sidewalk (rather than a detached sidewalk) will be extended along Durango Drive due to the need for additional right-of-way width for turning lanes. The portion of Durango Drive without a sidewalk is less than 300 feet long, and an existing attached sidewalk exists on either side of this portion of the street frontage. Landscaping behind the attached sidewalk varies from over 80 feet wide (where a substantial slope exists) to 15 feet wide near Sunset Road. Landscaping along Sunset Road includes a detached sidewalk with approximately 17 feet of landscaping, although a portion of the frontage also includes an attached sidewalk to accommodate a turning lane with 15 feet of landscaping behind the sidewalk. Street landscaping meets all the minimum requirements along Butler Street and Pitching Avenue.

Within the parking lot, the plans depict diamond parking lot planters. A design review is necessary to allow diamond parking lot planters in lieu of parking lot landscape fingers; and a waiver of development standards is necessary for portions of the parking lot that exceed 6 parking spaces or 12 parking spaces when adjacent to a landscape planter without a landscape finger (or half diamond planter). However, even though the project utilizes diamond planters, the total number of trees exceed Title 30 standards for the site.

Elevations

The approved plans depict a 3 story, 60 foot tall building with parapet walls at various heights along the roofline. Off-set elevation planes and various materials help reduce the apparent mass of the building. Exterior materials include Texas limestone veneer, transparent glazing, white frosted glazing, bronze aluminum storefronts, and 2 types of EIFS. Overall, the building is designed with complementary earth tone colors and materials.

Exterior fixtures (luminaries) are mounted around the building at a height of 25 feet. A waiver of development standards is necessary to allow the luminaries higher than the line of the first story eave, or 14 feet above grade, whichever is lower.

Floor Plans

Within the 125,500 square foot health club, the approved floor plans depict a variety of areas for sports and fitness activities including weightlifting; running and aerobic exercises; group fitness classes; game courts such as basketball, volleyball, tennis, racquetball, and squash; indoor and outdoor pools, and personal training areas. The facility also includes a variety of accessory commercial uses such as health and wellness assessment (metabolic assessments, blood draws for lab testing, chiropractor treatment, physical therapy, and nutrition coaching), recreation and leisure activities (indoor and outdoor leisure pools, water slides, whirlpool baths/spas, steam room/saunas, and indoor/outdoor playgrounds), children activities (child care, day care, day camps, skill and subject matter lessons such as swimming, gymnastics, tumbling, art, language, and martial arts), salon and spa activities (massage, personal services, laser services such as age and brown spot removal, medical aesthetic services, injectable services such as Botox and dermal fillers, and personal care product sales), food and beverage sales (nonalcoholic, alcoholic beverages, and liquor services for on-premises consumption; packaged beer, wine, spirits, and liquor sales; and restaurant and take-out food services), and retail sales (health and fitness related items and nutritional supplements).

In addition, miscellaneous areas include membership sales and employee offices, showers, lockers, and preview centers. Regarding massage, this use will occupy approximately 1,000 square feet, which is 0.8 percent of the floor area (Title 30 requires that massage occupy less than 25 percent of the floor area). Lastly, the on-premises consumption of alcohol will occur within the building and around the outdoor pool/amenity area.

Previous Conditions of Approval

Listed below are the approved conditions for ADET-21-900797 (ZC-19-0892):

Current Planning

- Until December 29, 2022 to commence.

- Applicant is advised that the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; and that the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified.

Listed below are the approved conditions for ZC-19-0892:

Current Planning

- No Resolution of Intent and staff to prepare an ordinance to adopt the zoning;
- 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 the waivers of development standards and design reviews must commence within 2 years of the approval date or they will expire.

Public Works - Development Review

- No additional driveways will be allowed to directly access the adjacent arterial roadways;
- Drainage study and compliance;
- Traffic study and compliance;
- Full off-site improvements;
- Right-of-way dedication to include a portion of Rafael Rivera Way if required by Public Works - Design Division;
- If required by the Regional Transportation Commission (RTC), dedicate and construct right-of-way for bus turnout including passenger loading/shelter areas in accordance with RTC standards;
- Vacate any unnecessary rights-of-way.
- Applicant is advised that the installation of detached sidewalks will require granting necessary easements for utilities, pedestrian access, streetlights, and traffic control.

Building Department - Fire Prevention

- Provide a Fire Apparatus Access Road in accordance with Section 503 of the International Fire Code and Clark County Code Title 13, 13.04.090 Fire Service Features.
- Applicant is advised to show on-site fire lane, turning radius, and turnarounds.

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 #0657-2019 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

Signage

Signage is not a part of this request.

Applicant's Justification

The applicant states that the rough grading of the site has already begun and has continued on-and-off since their rough grading permits were issued. The applicant also states that they are currently in the process of selecting a contractor to build their facility. The applicant is requesting an extension of time to ensure that their grading can be completed and a contractor can be selected before the expiration deadline.

Prior Land Use Requests

Application Number	Request	Action	Date
ET-21-400184 (VS-19-0817)	First extension of time to vacate and abandon easements	Approved by PC	February 2022
ADET-21-900797 (ZC-19-0892)	First extension of time for a health club	Approved by ZA	December 2021
ZC-19-0892	Reclassified to C-2 zoning with a design review and waivers of development standards for a health club	Approved by BCC	December 2019
VS-19-0817	Vacated and abandoned easements	Approved by BCC	December 2019
UC-1051-07 (ET-0107-09)	First extension of time to complete modified pedestrian realm requirements - expired	Approved by BCC	July 2009
UC-1051-07	Modified pedestrian realm requirements in conjunction with an approved mixed-use project	Approved by BCC	November 2007
ZC-0189-06 (WC-0304-07)	Waived noise level reduction requirements - expired	Approved by BCC	November 2007
ZC-0189-06	Reclassified the site to U-V zoning for a mixed-use project - expired	Approved by BCC	May 2006
ZC-0829-02	Reclassified a portion of the site to M-D zoning for a plant nursery, for an off-premises sign	Approved by BCC	August 2002
ZC-1844-00	Reclassified a portion of the site to C-2 zoning for a convenience store and retail center	Approved by BCC	January 2001

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North	Corridor Mixed-Use	C-2	Convenience store, gasoline station, & office buildings
South	Corridor Mixed-Use	R-E	CC 215
East	Corridor Mixed-Use	C-1 & C-2	Office buildings
West	Corridor Mixed-Use	C-2	Large scale retail business (IKEA)

This site is located in the Public Facilities Needs Assessment (PFNA) area.

STANDARDS FOR APPROVAL:

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

Analysis

Current Planning

Title 30 standards of approval on an extension of time application state that such an application may be denied or have additional conditions imposed if it is found that circumstances have substantially changed. A substantial change may include, without limitation, a change to the subject property, a change in the areas surrounding the subject property, or a change in the laws or policies affecting the subject property. Using the criteria set forth in Title 30, no substantial changes have occurred at the subject site since the original approval.

Since progress has already been made in developing the property (including rough grading) and the clients are close to choosing a builder/contractor to work on/complete the project, staff can support the request for an extension of time.

Public Works - Development Review

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

Staff Recommendation

Approval.

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

PRELIMINARY STAFF CONDITIONS:

Current Planning

- Until January 8, 2025 to commence;
- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public service in the area.
- Applicant is advised that the installation and use of cooling systems that consumptively use water are prohibited; the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; and that the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified.

Public Works - Development Review

- 30 days to coordinate with Public Works - Design Division and to dedicate any necessary right-of-way and easements for the Beltway, Frontage Road improvement project;

- Applicant to coordinate a contribution with Public Works for improvements Rafael Rivera Way;
- Compliance with previous conditions.

Fire Prevention Bureau

- No comment.

Clark County Water Reclamation District (CCWRD)

- No comment.

TAB/CAC: Spring Valley - approval.

APPROVALS:

PROTEST:

APPLICANT: LTF REAL ESTATE COMPANY, INC.

CONTACT: KAEMPFER CROWELL, 1980 FESTIVAL PLAZA DR. 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

January 17, 2023

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

REFERENCE: ET-22-400122 (ZC-19-0892)

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 **January 04, 2023** and was **APPROVED** subject to the conditions listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

CONDITIONS OF APPROVAL -

Current Planning

- **Until January 8, 2025 to commence;**
- **Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public service in the area.**
- **Applicant is advised that the installation and use of cooling systems that consumptively use water are prohibited; the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; and that the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified.**

Public Works - Development Review

- **30 days to coordinate with Public Works - Design Division and to dedicate any necessary right-of-way and easements for the Beltway, Frontage Road improvement project;**
- **Applicant to coordinate a contribution with Public Works for improvements Rafael Rivera Way;**
- **Compliance with previous conditions.**

BOARD OF COUNTY COMMISSIONERS

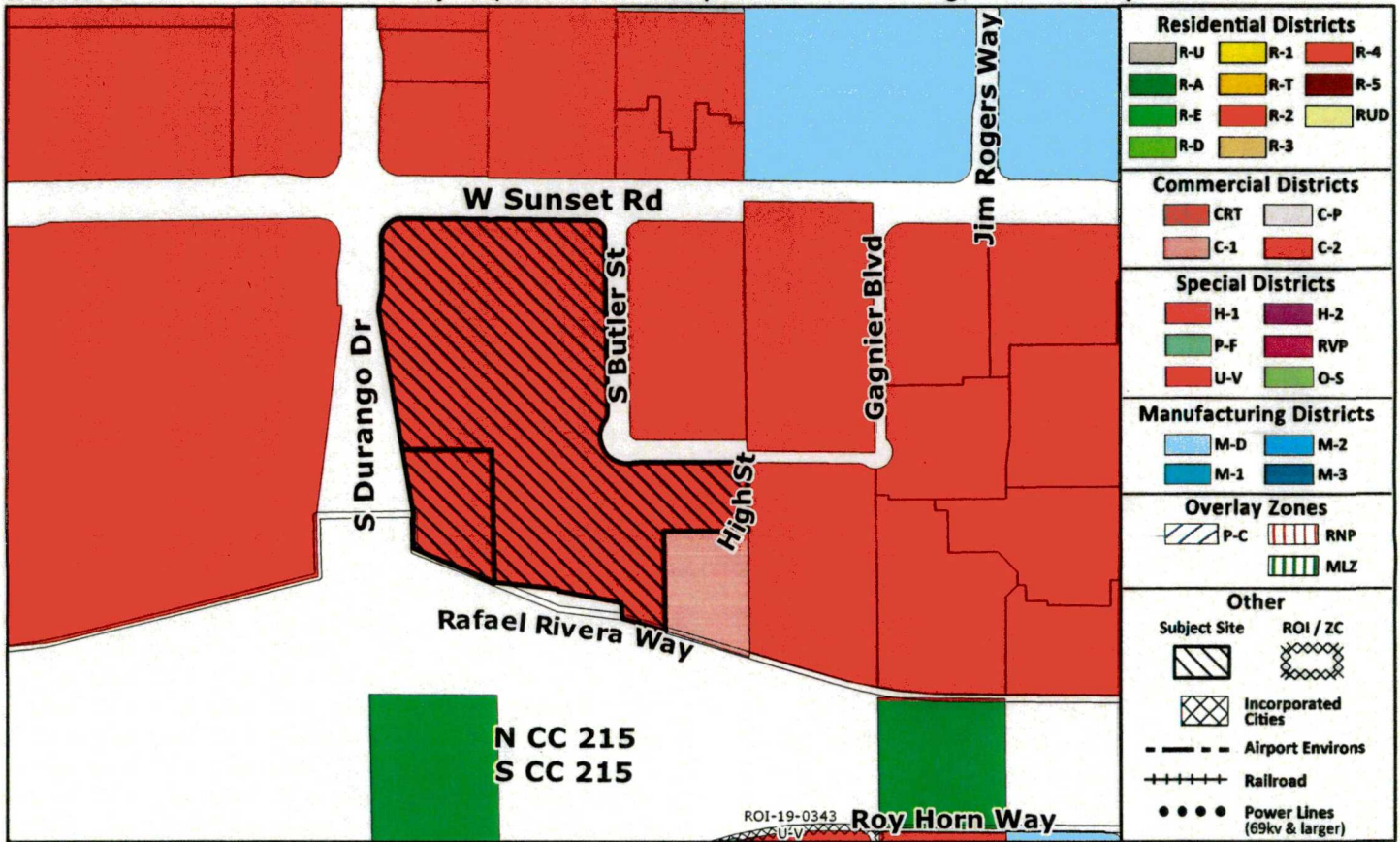
JAMES B. GIBSON, Chair · JUSTIN C. JONES, Vice Chair
MICHAEL NAFT · MARILYN KIRKPATRICK · TICK SEGERBLOM · ROSS MILLER · WILLIAM MCCURDY II
KEVIN SCHILLER, County Manager

Commission Agenda Map

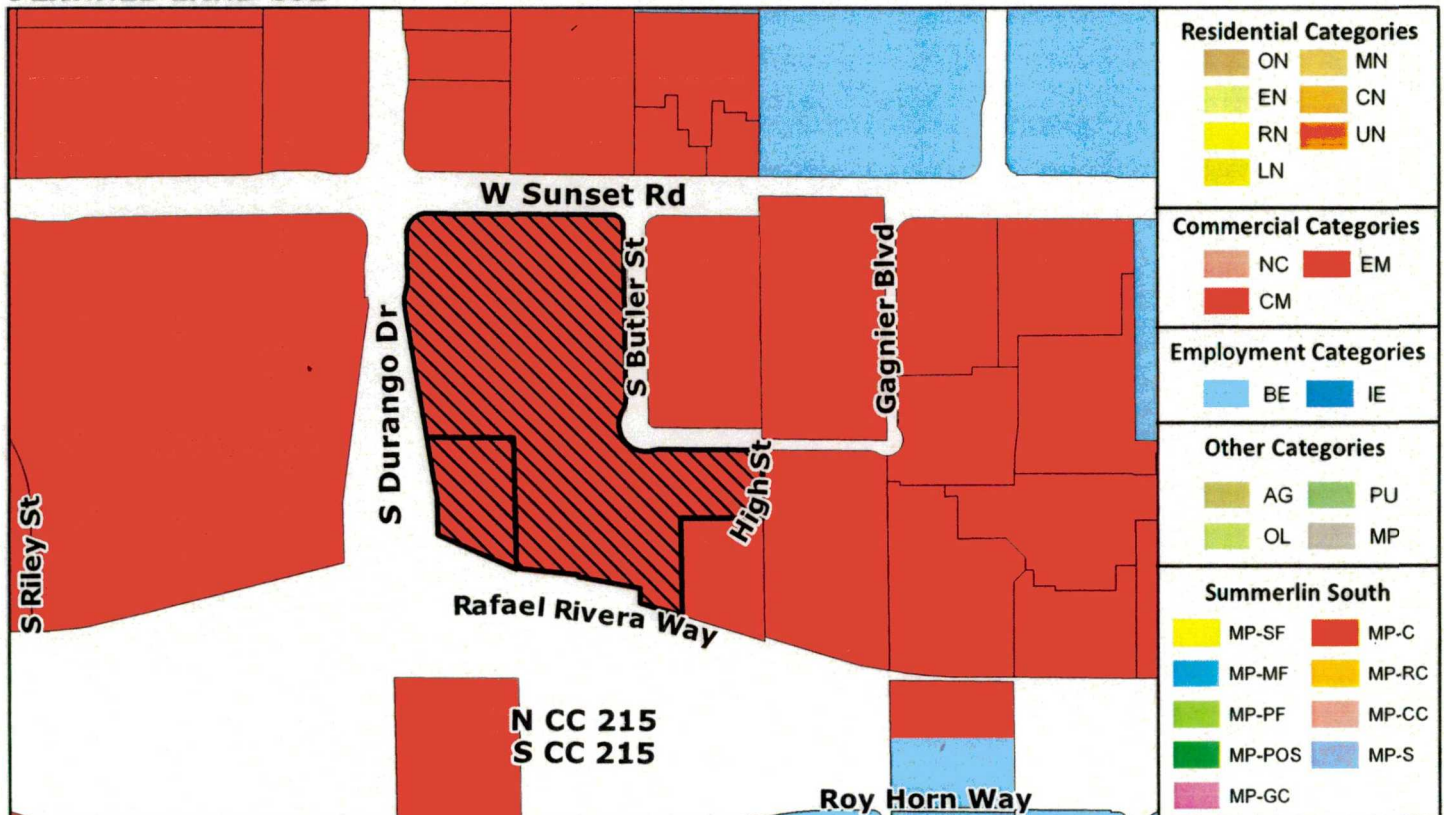
ET-22-400122

Clark County Department of Comprehensive Planning, Clark County, Nevada

ZONING



PLANNED LAND USE



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

Subject Parcel(s)
17604101025
17604101026



0 125 250 500 Feet
Map Created on 11/2/2022





Office of the County Recorder

Debbie Conway

Clark County Recorder

LEGIBILITY NOTICE

The Clark County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies produced from the recorded document would not be legible and may affect legal rights and entitlements. However, the Board of County Commissioners required that the document be recorded without delay. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally. Subject to the undersigned's representation that, (1) a suitable copy will be submitted at a later date; or (2) it is impossible or impracticable to submit a more suitable copy. Standard recording fees will apply at the time of recording of the clarification.

By my signing below, I acknowledge that I have been advised that once the document has been digitized, it may not reproduce a legible copy and may therefore adversely affect legal rights and entitlements.

Diane Scarcelli
Signature

1-17-24
Date

Diane Scarcelli
Printed Name

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

CC CLERK
ATTN: COMMISSION CLERK
RM 6037
500 S GRAND CENTRAL PKWY
LAS VEGAS NV 89155

Account #
Order ID

104095
307018

Leslie McCormick, being 1st duty sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal/Las Vegas Sun, daily newspaper regularly issued, published and circulated in the Clark County, Las Vegas, Nevada and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal/Las Vegas Sun, in 2 edition(s) of said newspaper issued from 01/10/2024 to 01/17/2024, on the following day(s):

01/10/2024, 01/17/2024

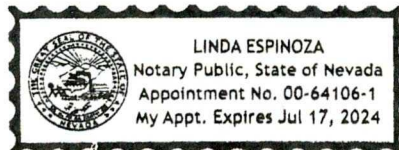
Leslie McCormick

LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this January 17, 2024

Notary

Linda Espinoza



ORDINANCE NO. 5092

AN ORDINANCE TO ADOPT A DEVELOPMENT AGREEMENT WITH LTF REAL ESTATE COMPANY, INC. FOR A COMMERCIAL DEVELOPMENT ON 14.9 ACRES, GENERALLY LOCATED SOUTH OF SUNSET ROAD AND EAST OF DURANGO DRIVE WITHIN SPRING VALLEY, AND PROVIDING FOR OTHER MATIERS PROPERLY RELATED THERETO.

NOTICE IS HEREBY GIVEN that typewritten copies of the above numbered and entitled Ordinance are available for inspection by all interested parties at the Office of the County Clerk of Clark County, Nevada, at her Commission Division Office on the first floor of the Clark County Government Center, 500 South Grand Central Parkway, Las Vegas, Nevada, and that said Ordinance was proposed by Commissioner James B. Gibson on the 20th day of December 2023 and passed on the 3rd day of January 2024, by the following vote of the Board of County Commissioners:

Aye: Tick Segerblom
James B. Gibson
Justin Jones
Marilyn K. Kirkpatrick
William McCurdy II
Ross Miller
Michael Naft

Nay: None
Abstaining: None
Absent: None

This Ordinance shall be in full force and effect from and after the 18th day of January 2024.

(SEAL) LYNN MARIE GOYA,
COUNTY CLERK
and Ex-Officio Clerk of the
Board of County
Commissioners
Dated this 3rd day of January
2024.

PUB: Jan. 10, 17, 2024
LV Review-Journal