

BILL NO. 1-3-24-3

SUMMARY - An ordinance to adopt a Development Agreement with DRP NV 1, LLC for a single family residential development on 18.8 acres, generally located north of Pyle Avenue and west of Dean Martin Drive within Enterprise.

ORDINANCE NO. 5104  
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT A DEVELOPMENT AGREEMENT WITH DRP NV 1, LLC FOR A SINGLE FAMILY RESIDENTIAL DEVELOPMENT ON 18.8 ACRES, GENERALLY LOCATED NORTH OF PYLE AVENUE AND WEST OF DEAN MARTIN DRIVE 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 a Development Agreement with DRP NV 1, LLC for a single family residential development on 18.8 acres, generally located north of Pyle Avenue and west of Dean Martin Drive 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sections, subsections, clauses, phrases or sentences contained in the Clark County Code in conflict herewith are hereby repealed.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 3rd day of January, 2024

INTRODUCED by: Commissioner Tick Segerblom

PASSED on the 17th day of January, 2024

VOTE:

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

NAYS: None

\_\_\_\_\_

ABSTAINING:

None

\_\_\_\_\_

\_\_\_\_\_

ABSENT:

None

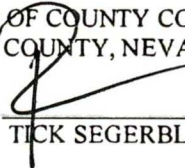
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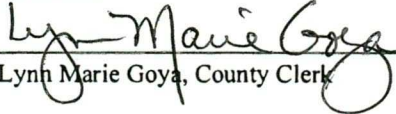
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BOARD OF COUNTY COMMISSIONERS  
CLARK COUNTY, NEVADA

By:

  
TICK SEGERBLOM, Chair

ATTEST:

  
Lynn Marie Goya, County Clerk

This ordinance shall be in force and effect from and after the 1st day  
of February        2024.

Inst #: 20240131-0001380  
Fees: \$0.00  
01/31/2024 09:45:37 AM  
Receipt #: 5492870  
Requestor:  
COMPREHENSIVE PLANNING CL  
Recorded By: CABOW Pgs: 36  
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: 177-29-203-002 through 005, and 008  
through 010**

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

### TITLE OF DOCUMENT (DO NOT Abbreviate)

**DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF CLARK AND DRP NV 1,  
LLC FOR DEAN MARTIN & LE BARON WITH ORDINANCE  
NO. 5104 TO ADOPT THE DEVELOPMENT AGREEMENT**

**ORD-23-900580**

**"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

APN(s): 177-29-203-002 through -005, & -008 through -010

Please Return to: Sami Real

Comprehensive Planning Department

1<sup>st</sup> Floor, Clark County Government Center

500 South Grand Central Parkway

Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK

AND

**DRP NV 1, LLC**

FOR

**Dean Martin & Le Baron**

**ORD-23-900580**



## **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 **DRP NV 1, 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 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 **NZC-22-0317**, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.

- (g) "County" means the County of Clark, State of Nevada together with its successors and assigns.
- (h) "County Commission" means the Board of County Commissioners or Planning Commission of the County of Clark, State of Nevada.
- (i) "County Master Plan" means the comprehensive plan adopted by the County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use, development guides and elements, including the land use and development guide and the general plan map for unincorporated portions of the Las Vegas Valley adopted by the County Commission on January 24, 1974, except as amended by the adoption of more recent plans in effect as of the Effective Date.
- (j) "Development Agreement Ordinance" means an ordinance adopted per Chapter 30.06 of the Clark County Unified Development Code (Title 30) along with any other Chapters of the Clark County Code that are relevant to the Development Agreement being considered.
- (k) "Effective Date" means the date, on or after the adoption by the County Commission, of an ordinance approving execution of this Agreement whereas the Agreement has been executed and signed by both parties, that this Agreement is recorded in the Office of the County Recorder of Clark County, Nevada.
- (l) "NDOT" means Nevada Department of Transportation.
- (m) "NRS" means Nevada Revised Statutes.
- (n) "PFNA" means the Southwest Las Vegas Valley Public Facilities Needs Assessment Report, dated December 1, 2000, incorporated herein by this reference and approved by the County Commission on January 2, 2001.
- (o) "Project" means the Subject Property and the proposed development of the Subject Property described in this Agreement.
- (p) "Subject Property" means that certain real property, which Owner owns or has the right to acquire, located in the County and more particularly described on Exhibit "A".
- (q) "Term" means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.



## **SECTION 2 – RECITAL OF PREMISES, PURPOSE AND INTENT**

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

- (a) Statutory Authorization. The County is authorized, pursuant to NRS §278.0201 through 278.0207, inclusive, to enter into binding Development Agreements with persons having a legal or equitable interest in real property to establish long range plans for the development of such property.
- (b) Ownership Interest. Owner represents that it has, will acquire, or has the right to acquire, fee title ownership of the Subject Property.
- (c) County Authorization, Hearing and Ordinance. All preliminary processing with regard to the Project has been duly completed in conformance with all applicable laws, rules and regulations. The County Commission, having given notice as required by law, held a public hearing on Owner's application seeking approval of the form of this Agreement and the execution hereof by the County. At the described meeting, the County Commission found that this Agreement is consistent with the County's plans, policies and regulations, including the County Master Plan, that the Agreement meets the requirements of Title 30 of the Code, and that the execution hereof by and on behalf of the County is in the public interest and is lawful in all respects. During the same meeting at which the public hearing was held, the County Commission adopted the Ordinance approving this Agreement and authorizing the execution hereof by duly constituted officers of the County. Said ordinance was scheduled to be effective two weeks after adoption. County agrees to record a certified copy of the ordinance as required by NRS §278.0207.
- (d) County Intent. The County desires to enter into this Agreement in conformity with the requirements of NRS, and as otherwise permitted by law, and this Agreement to provide for public services; public uses and urban infrastructure; to promote the health, safety and general welfare of the County and its inhabitants; to minimize uncertainty in planning for and securing orderly development of the Project and surrounding areas; to insure attainment of the maximum efficient utilization of resources within the County at the least economic cost to its citizens; and to otherwise achieve the goals and purposes for which the State statute and County ordinance authorizing Development Agreements were enacted.
- (e) Owner Intent. In accordance with the legislative intent evidenced by NRS §278.0201 through §278.0207, inclusive, authorizing Development Agreements and the intent of the County in adopting an ordinance allowing Development Agreements, Owner wishes to obtain reasonable assurances that Owner may develop the Project in accordance with the conditions established in this Agreement. Owner acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time. In order to develop the Subject Property, Owner is willing to enter into this Development Agreement in order to pay Owner's fair share of the costs to provide certain public services, facilities, and infrastructure in the area of this Project. Owner further acknowledges that this Agreement was made a part of the County Record at the time of its approval by the County Commission and that the Owner agrees without protest to the requirements, limitations, or conditions imposed by this Agreement and the Concurrent Approvals.
- (f) Acknowledgment of Uncertainties. The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Project be developed in the manner contemplated by this Agreement. Among such circumstances is the unavailability of



water or other limited natural resources, federal regulation of air and water quality, and similar conditions. Owner recognizes that water shortages could affect the County's ability to perform its obligations hereunder. Owner further acknowledges and agrees this Agreement does not relieve the Owner from compliance with existing, changed, modified or amended rules regulations, laws, ordinances, resolutions, fees codes, etc., of other governmental agencies. Such rules, regulations, laws, ordinances, resolutions, fees, codes, etc. of governmental entities must be complied with by the Owner and are not locked in nor a part of this Agreement. It is not the intent of the parties nor shall this Section be construed as excusing the County of any obligation hereunder or depriving Owner of any right under this Agreement, which can be performed.

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

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

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

### **SECTION 3 – DEVELOPMENT OF THE PROJECT**

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

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

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

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

3.05 Water Conservation. Owner agrees to encourage water conservation in the Project. Owner agrees to design any open space using the best available, water conserving techniques, including but not



limited to proper soil preparation and water conserving irrigation systems and equipment. Landscaping adjacent to public streets shall be limited to water conserving plant materials.

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

### **SECTION 4 – PUBLIC FACILITIES**

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

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

<b>CHART 4.01-A PUBLIC FACILITIES CHART</b>			
<b>Type of Development</b>	<b>Infrastructure Category</b>		<b>Total</b>
	<b>Parks</b>	<b>Public Safety<sup>1</sup></b>	
<b>Single Family Dwelling Unit</b> (per dwelling unit)	<b>\$532.93</b>	<b>\$900.81</b>	<b>\$1433.74</b>
<b>Multi Family Dwelling Unit</b> (per dwelling unit)	<b>\$532.93</b>	<b>\$883.24</b>	<b>\$1416.17</b>
<b>Retail</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$0.60</b>	<b>\$0.60</b>
<b>Office</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$0.67</b>	<b>\$0.67</b>
<b>Industrial</b> (per square foot gross floor area)	<b>N/A</b>	<b>\$0.40</b>	<b>\$0.40</b>
<b>Hotel</b> (per room)	<b>N/A</b>	<b>\$902.27</b>	<b>\$902.27</b>

<sup>1</sup> 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, 1<sup>st</sup> 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, 5<sup>th</sup> Floor  
P.O. Box 552215  
Las Vegas, Nevada 89155-2215

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

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



- 7.10 Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the County or Owner, as the case may be.
- 7.11 Recording Amendments. Promptly after the Effective Date, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of County and Owner in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon the completion of performance of this Agreement or its earlier revocation or termination, a statement evidencing said completion or revocation signed by appropriate officers of County and Owner shall be recorded in the Official Records of Clark County, Nevada.
- 7.12 Release. Each unit within the Subject Property shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of an Occupancy Permit for the building in which the unit is located.
- 7.13 Headings, Exhibits, Cross-references. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to Sections and Exhibits shall be to Sections and Exhibits of or to this Agreement, unless otherwise specified.
- 7.14 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such term does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.
- 7.15 Voluntary Agreement. Owner acknowledges that they had the option of conducting their own public facilities needs assessment study, but instead voluntarily chose to accept the findings, conclusions and fee schedule contained within the County PFNA defined in Section 1.01(n) of this Agreement. Owner further acknowledges and agrees that it voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.
- 7.16 No Third Party Beneficiary Rights. This Agreement shall inure solely to the benefit of each party hereto and its successors and permitted assigns and nothing in this Agreement, express or implied, shall confer upon any other person or entity, including the public or any member thereof, any rights, benefits or remedies of any nature whatsoever.

*[signatures appear on following page]*

IN WITNESS WHEREOF, this Agreement has been executed by the parties to be effective on the date described in Section 1.01(k).

**COUNTY:**

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

By:   
Tick Segerblom, Chair

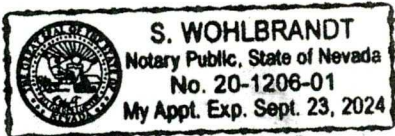
Attest:  
  
Lynn Marie Goya, County Clerk


**ACKNOWLEDGMENT:**

STATE OF NEVADA        )  
  )ss:  
COUNTY OF CLARK     )

This instrument was acknowledged before me on the 22<sup>nd</sup> 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



**Exhibit "A"**  
**Legal Description**

**(see next page for attachment)**



PARCEL 1:

THE EAST HALF (E1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 29, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.

EXCEPT THE INTEREST IN THE EASTERLY FORTY (40) FEET OF SAID LAND AS CONVEYED TO CLARK COUNTY BY DEED RECORDED OCTOBER 10, 1974 AS DOCUMENT NO. 425573, OFFICIAL RECORDS.

EXCEPT THE INTEREST IN THE FOLLOWING PORTION OF SAID LAND AS CONVEYED TO CLARK COUNTY BY DEED RECORDED DECEMBER 18, 1980 AS DOCUMENT NO. 1288372, OFFICIAL RECORDS.

THE NORTH THIRTY (30) FEET; TOGETHER WITH THAT CERTAIN SPANDREL AREA IN THE NORTHEAST CORNER THEREOF, ALSO BEING THE SOUTHWEST CORNER OF THE INTERSECTION OF LE BARON AVENUE AND INDUSTRIAL ROAD, BOUNDED AS FOLLOWS: ON THE NORTH BY THE SOUTH LINE OF THE NORTH THIRTY (30) FEET ON THE EAST BY THE WEST LINE OF THE EAST FORTY (40) FEET AND ON THE SOUTHWEST BY THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF TWENTY (20) FEET AND BEING TANGENT TO THE SOUTH LINE OF SAID NORTH THIRTY (30) FEET AND THE WEST LINE OF SAID EAST FORTY (40) FEET.

PARCEL 2:

THE WEST HALF (W1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 29, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO COUNTY OF CLARK BY GRANT, BARGAIN, SALE DEED RECORDED JULY 25, 2000 IN BOOK 20000725 AS INSTRUMENT NO. 01237 OF OFFICIAL RECORDS.

PARCEL 3:

THE WEST HALF (W1/2) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 29, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M.

EXCEPTING THEREFROM THE INTEREST AS CONVEYED TO CLARK COUNTY BY GRANT, BARGAIN, SALE DEED RECORDED MAY 29, 1996 IN BOOK 960529 AS DOCUMENT NO. 01480, OFFICIAL RECORDS.

PARCEL 4:

THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 29, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.B. & M.

EXCEPTING THEREFROM THE NORTH THIRTY (30) FEET OF SAID LAND AS CONVEYED TO CLARK COUNTY FOR ROAD PURPOSES BY DEED RECORDED NOVEMBER 24, 1992 IN BOOK 921124 AS DOCUMENT NO. 00876, OFFICIAL RECORDS.

PARCEL 5:

THE WEST HALF (W1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 29, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.B.&M., IN THE COUNTY OF CLARK, STATE OF NEVADA.

PARCEL 6:

THE EAST HALF (E1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 29, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.B.&M., CLARK COUNTY, NEVADA.

PARCEL 7:

THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4); AND

THE EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4); AND

THE EAST HALF (E1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4); AND

THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4); AND

THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4); AND

THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4); AND

THE EAST HALF (E1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4), ALL IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.B. & M., 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**

DRP NV 1, LLC  
c/o Greystone Nevada LLC, 9275 W Russell Road, 4th Floor  
Las Vegas, NV 89148

**Applicant/Correspondent**

RCI Engineering/Amber Dolce  
500 S Rancho Drive, Suite 17  
Las Vegas, NV 89106

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

**(see next page for attachments)**



08/17/22 BCC AGENDA SHEET

SINGLE FAMILY DEVELOPMENT  
(TITLE 30)

**UPDATE**  
DEAN MARTIN DR/PYLE AVE

PUBLIC HEARING  
APP. NUMBER/OWNER/DESCRIPTION OF REQUEST  
**NZC-22-0317-LEBARON INDUSTRIAL 87, LLC:**

**ZONE CHANGE** to reclassify 18.8 acres from an R-E (Rural Estates Residential) (RNP-1) Zone to an R-1 (Single Family Residential) Zone.

**WAIVERS OF DEVELOPMENT STANDARDS** for the following: **1)** increase wall height; **2)** reduce street width; and **3)** street dedication.

**DESIGN REVIEWS** for the following: **1)** single family residential development; and **2)** finished grade.

Generally located on the west side of Dean Martin Drive and the north side of Pyle Avenue within Enterprise (description on file). JJ/rk/jo (For possible action)

---

**RELATED INFORMATION:**

**APN:**

177-29-203-002 through 177-29-203-005; 177-29-203-008 through 177-29-203-010

**WAIVERS OF DEVELOPMENT STANDARDS:**

1. Increase block wall height to 11 feet (up to 5 foot retaining with 6 foot screen wall) where a maximum of 9 feet (3 foot retaining with 6 foot screen wall) is permitted per Section 30.64.050 (a 22% increase).
2. Reduce the width of a public street (Le Baron Avenue) to 47 feet where a minimum width of 60 feet is required per Chapter 30.52 (a 22% reduction).
3. Waive dedication of Jo Rae Avenue through the center portion of the site as required by Section 30.52.030.

**DESIGN REVIEWS:**

1. Single family residential development.
2. Increase finished grade to 65 inches (5.4 feet) where a maximum of 36 inches (3 feet) is the standard per Section 30.32.040 (a 216% increase).

**LAND USE PLAN:**

ENTERPRISE - RANCH ESTATE NEIGHBORHOOD (UP TO 2 DU/AC)

**BACKGROUND:**

**Project Description**

General Summary

- Site Acreage: 18.8

- Number of Lots: 70
- Density (du/ac): 3.7
- Minimum/Maximum Lot Size (square feet): 6,621/11,024
- Project Type: Single family residential development
- Number of Stories: 2
- Building Height (feet): Up to 28
- Square Feet: 3,722/4,281

### **Neighborhood Meeting Summary**

The applicant conducted a neighborhood meeting on July 20, 2021, as required by the nonconforming zone boundary amendment process, prior to formal filing of this application. All owners within 1,500 feet of the project site were notified about the meeting. Five attendees were present at the virtual (Zoom) meeting for this item. The attendees had questions about traffic, density, height, and house orientation. According to the applicant, the consensus was supportive of the project, and they were happy to see the completion of Le Baron Avenue and drainage issues finally being addressed in that area.

### Site Plans

The plans depict a residential development totaling 70 single family lots on 18.8 acres. The density of the residential subdivision is 3.7 dwelling units per acre. The site is surrounded on all 4 sides by public street frontage. Nine lots generally over 10,000 square feet in size are located on the north perimeter of the development across the street from an existing R-E zoned residential development. The remaining lots range in size from a minimum of 6,621 square feet to a maximum of 8,944 square feet. The entire project is within a small RNP area, east of Polaris Avenue. The development will have access from Dean Martin Drive to the east and Pyle Avenue to the south. The lots within the subdivision will be served by 43 foot wide internal private streets, which include a 4 foot wide sidewalk on 1 side of the street. The plans also depict that the finished grade of the site will be increased up to 5.5 feet internal to the project at an existing wash and along the north and east perimeters of the project in order to properly drain the site due to existing terrain. These areas of the site are also where the over height retaining walls are located.

### Landscaping

Street landscaping consists of a 6 foot wide landscape area shown behind an attached sidewalk along Le Baron Avenue and Polaris Avenue; and a 15 foot wide landscape area which includes a detached sidewalk, is shown along Dean Martin Drive and Pyle Avenue.

### Elevations

The development will provide 2 story model homes with the maximum height shown at approximately 28 feet. The plans submitted by the applicant depict 3 different models with each model having potential elevation variations. The building materials consist of concrete tile roofs, stucco finished walls with decorative pop-outs, and fenestration on windows and doors on all sides of the models.



Floor Plans

The models range in size from 3,722 square feet to 4,281 square feet with options that include multiple bedrooms, 2 and 3 car garages, and options for bonus rooms.

Applicant’s Justification

The applicant indicates that there has been a shift in the character of the area and that the approval of this request would be consistent with surrounding areas to the south and farther west which have developed out or been recently approved at over 2 units per acre. The applicant also indicates that the project will provide transitional lower density residential development between the existing RNP area to the north and the more intense residential uses to the south. Also, this project has been designed with lots larger than those required in an R-1 zone, making the requested zone change appropriate and compatible for the area. As for the waiver for street dedication of Jo Rae Avenue and the reduction in street width for Le Baron Avenue, the applicant indicates the streets terminate just west of the freeway, 750 feet to the east of the project site. Additionally, the reduction in street width for Le Baron Avenue is also impacted by an 80 foot wide NV Energy easement that is centered with double pole lines that are not being removed.

**Surrounding Land Use**

	<b>Planned Land Use Category</b>	<b>Zoning District</b>	<b>Existing Land Use</b>
North	Ranch Estate Neighborhood (up to 2 du/ac)	R-E (RNP-I)	Single family residential
South	Mid-Intensity Suburban Neighborhood (up to 8 du/ac) & Low-Intensity Suburban Neighborhood (up to 5 du/ac)	R-1 & R-E	Single family residential & undeveloped
East	Business Employment & Low-Intensity Suburban Neighborhood (up to 5 du/ac)	R-E	Undeveloped
West	Open Lands	R-E	Undeveloped

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

**Related Applications**

<b>Application Number</b>	<b>Request</b>
VS-22-0318	A request to vacate rights-of-way and patent easements on the property is a companion item on this agenda.
TM-22-500106	A tentative map for 70 single family residential lots on 18.8 acres is a companion item on this agenda.

**STANDARDS FOR APPROVAL:**

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

**Analysis**  
**Current Planning**

Zone Change

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

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

According to the applicant the current trend is for additional affordable single family residential land in this area and in Las Vegas in general. The low density residential impacts the “affordability” of the residential uses in the area as the cost of residential land and construction costs continue to rise.

Several nonconforming zone change applications have been approved within this area to establish mid-intensity residential developments. For example, NZC-0340-13 was approved for R-1 zoning directly south of this site on Pyle Avenue; NZC-21-0492 was approved for R-2 zoning in an RNP neighborhood just to the west of this site along Frias Avenue. Furthermore, NZC-21-0203 was approved for R-2 zoning directly south of that site. These past approvals for R-1 and R-2 zoning for single family residential developments are a trend and a change in circumstances in this particular RNP neighborhood, and the RNP properties to the west along Frias Avenue, that makes the proposed nonconforming zone boundary amendment appropriate.

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

The applicant indicates the proposed project serves as a buffer between the R-E (RNP-I) development to the north and the residential mid-intensity suburban developments to the south. Additionally, the open space and perimeter landscape provided by this development meets or exceeds the requirements of Title 30.

Staff finds the density and intensity of the proposed development is similar to the project that has been approved for development to the south of this site. Additionally, there are recently approved single family residential subdivisions in R-2 zoned districts farther west of this site. Therefore, the request is compatible with the existing and approved land uses in the surrounding area.

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



Various Clark County service departments have reviewed this development proposal and found adequate services available or have specified the type of improvements that are needed for this development. Sufficient public services may not exist in the immediate area and because the site is in the Public Facilities Needs Assessment (PFNA) area, a standard development agreement will be necessary prior to issuance of any building permits to mitigate any short falls in needed public facilities.

Based on information received from the Clark County School District, the high school located within the corresponding school zone was over capacity for the 2020-2021 school year. Staff is concerned that the cumulative impact from the individual student yield of this project and future projects in the immediate area may further exacerbate the existing capacity situations, especially since this area was not planned to accommodate the number of additional residential units and no new schools are planned in the future.

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

The applicant states that the proposed development satisfies the general policies of the Master Plan by providing housing alternatives to meet a range of lifestyle choices, ages, and affordability levels. The applicant also states the site is designed to be compatible with adjacent land use and off-site circulation patterns.

The proposed development complies with Goal 1.1 of the Master Plan that encourages opportunities for diverse housing options to meet the needs of residents of all ages, income levels and abilities. Staff finds the project also complies with Policy 1.3.2 that encourages a mix of housing options, product types, and unit sizes. The Master Plan also encourages new residential developments adjacent to existing estate residential areas to transition at appropriate densities (lot sizes of 10,000 square feet or greater), which this development provides.

## **Summary**

### Zone Change & Design Review #1

Staff finds that there is a trend changing the character and condition of the area which makes this request appropriate. The density and intensity of the proposed project are consistent and compatible with existing and planned developments in this area. There has been no indication that the proposed project will have an adverse impact on public services or facilities in the area. Staff finds that that proposed reclassification to R-1 zoning is consistent to the existing development to the south; therefore, staff can support this request.

### Waivers of Development Standards

According to Title 30, the applicant shall have the burden of proof to establish that the proposed request is appropriate for its existing location by showing that the uses 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

A waiver of development standards is needed for the proposed walls along the east and portions of the north property lines. The primary reasoning for the wall height increase is needed to accommodate street drainage, natural topography, and corresponding pad heights. Therefore, the topography of the site warrants an increase to the retaining wall height which staff can support.

### **Public Works - Development Review**

#### Waiver of Development Standards #2

Staff has no objection to the reduction in right-of-way width for Le Baron Avenue due to the existing utility poles. Le Baron Avenue has been reduced in width for numerous developments to the west of the subject site.

#### Waiver of Development Standards #3

Staff does not object to the non-dedication and vacation of Jo Rae Avenue. Both Pyle Avenue, a collector street, and Le Baron Avenue will provide adequate east/west circulation.

#### Design Review #2

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

### **Department of Aviation**

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

### **Staff Recommendation**

Approval. This item has been forwarded to the Board of County Commissioners for final action.

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

**PLANNING COMMISSION ACTION:** July 19, 2022 – APPROVED – Vote: Unanimous

#### **Current Planning**

- Resolution of Intent to complete in 4 years;
- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide services because of a lack of necessary public services in the area;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.

- 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 new application for a nonconforming zone boundary amendment may be required in the event the building program and/or conditions of the subject application are proposed to be modified in the future; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; and that the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified.

**Public Works - Development Review**

- Drainage study and compliance;
- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Section 30.32.040(a)(9) are needed to mitigate drainage through the site;
- Traffic study and compliance;
- Full off-site improvements;
- Right-of-way dedication to include 30 feet for Polaris Avenue, 17 feet for Le Baron Avenue, 35 feet to the back of curb for Dean Martin Drive, 35 feet to the back of curb for Pyle Avenue, and associated spandrels.
- Applicant is advised that the installation of detached sidewalks will require the recordation of this vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control or that the installation of detached sidewalks will require dedication to back of curb and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control; and that approval of this application will not prevent Public Works from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approvals.

**Department of Aviation**

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

**Southern Nevada Health District (SNHD) - Septic**

- Applicant is advised that there are active septic permits on APN 177-29-203-003, 177-29-203-004, and 177-29-203-005; to connect to municipal sewer and remove the septic systems in accordance with Section 17 of the SNHD *Regulations Governing Individual Sewage Disposal Systems and Liquid Waste Management*; and to submit documentation to SNHD showing that the systems have been properly removed.

**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 #0206-2022 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

**TAB/CAC:** Enterprise - approval (detached sidewalk along Polaris Avenue; any wall, either retaining wall or regular wall, that exceeds 9 feet to be terraced and landscaped; fenestration on all elevation that face the right-of-way).

**APPROVALS:**

**PROTESTS: 4 cards**

**APPLICANT:** ANGELA PINLEY

**CONTACT:** THOMASON CONSULTING ENGINEERS, 7080 LA CIENEGA ST., STE 200,  
LAS VEGAS, NV 89119





# 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

August 29, 2022

AMBER DOLCE  
RCI ENGINEERING  
500 S. RANCHO DRIVE, SUITE 17  
LAS VEGAS, NV 89106

REFERENCE: NZC-22-0317

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 **August 17, 2022** 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**

- **Resolution of Intent to complete in 4 years;**
- **Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide services because of a lack of necessary public services in the area;**
- **Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.**
- **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 new application for a nonconforming zone boundary amendment may be required in the event the building program and/or conditions of the subject application are proposed to be modified in the future; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; and that the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified.**

#### **Public Works - Development Review**

- **Drainage study and compliance;**

#### **BOARD OF COUNTY COMMISSIONERS**

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





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- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Section 30.32.040(a)(9) are needed to mitigate drainage through the site;
- Traffic study and compliance;
- Full off-site improvements;
- Right-of-way dedication to include 30 feet for Polaris Avenue, 17 feet for Le Baron Avenue, 35 feet to the back of curb for Dean Martin Drive, 35 feet to the back of curb for Pyle Avenue, and associated spandrels.
- Applicant is advised that the installation of detached sidewalks will require the recordation of this vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control or that the installation of detached sidewalks will require dedication to back of curb and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control; and that approval of this application will not prevent Public Works from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approvals.

#### Department of Aviation

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

#### Southern Nevada Health District (SNHD) - Septic

- Applicant is advised that there are active septic permits on APN 177-29-203-003, 177-29-203-004, and 177-29-203-005; to connect to municipal sewer and remove the septic systems in accordance with Section 17 of the SNHD Regulations Governing Individual Sewage Disposal Systems and Liquid Waste Management; and to submit documentation to SNHD showing that the systems have been properly removed.

#### 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](mailto:sewerlocation@cleanwaterteam.com) and reference POC Tracking #0206-2022 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

#### BOARD OF COUNTY COMMISSIONERS

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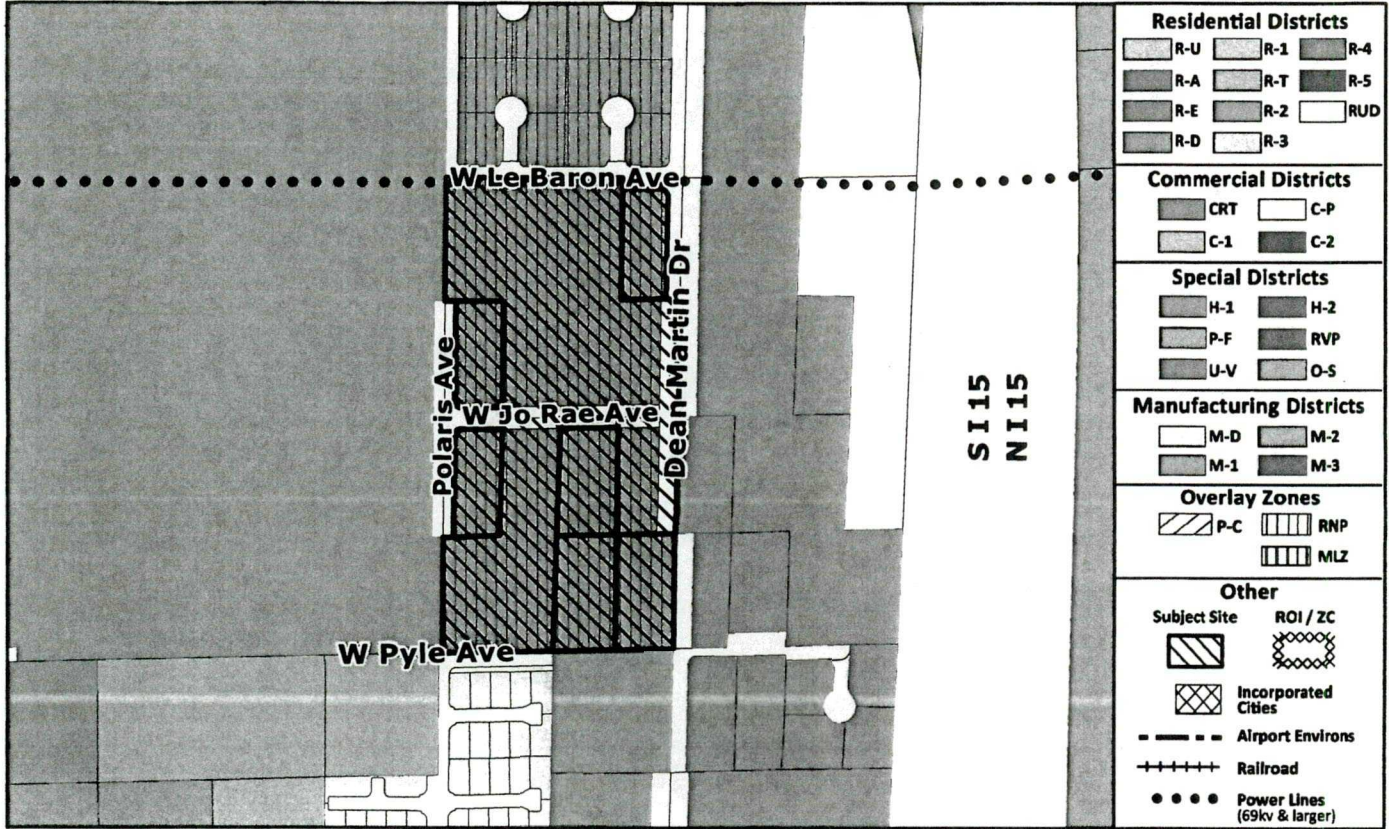


# Commission Agenda Map

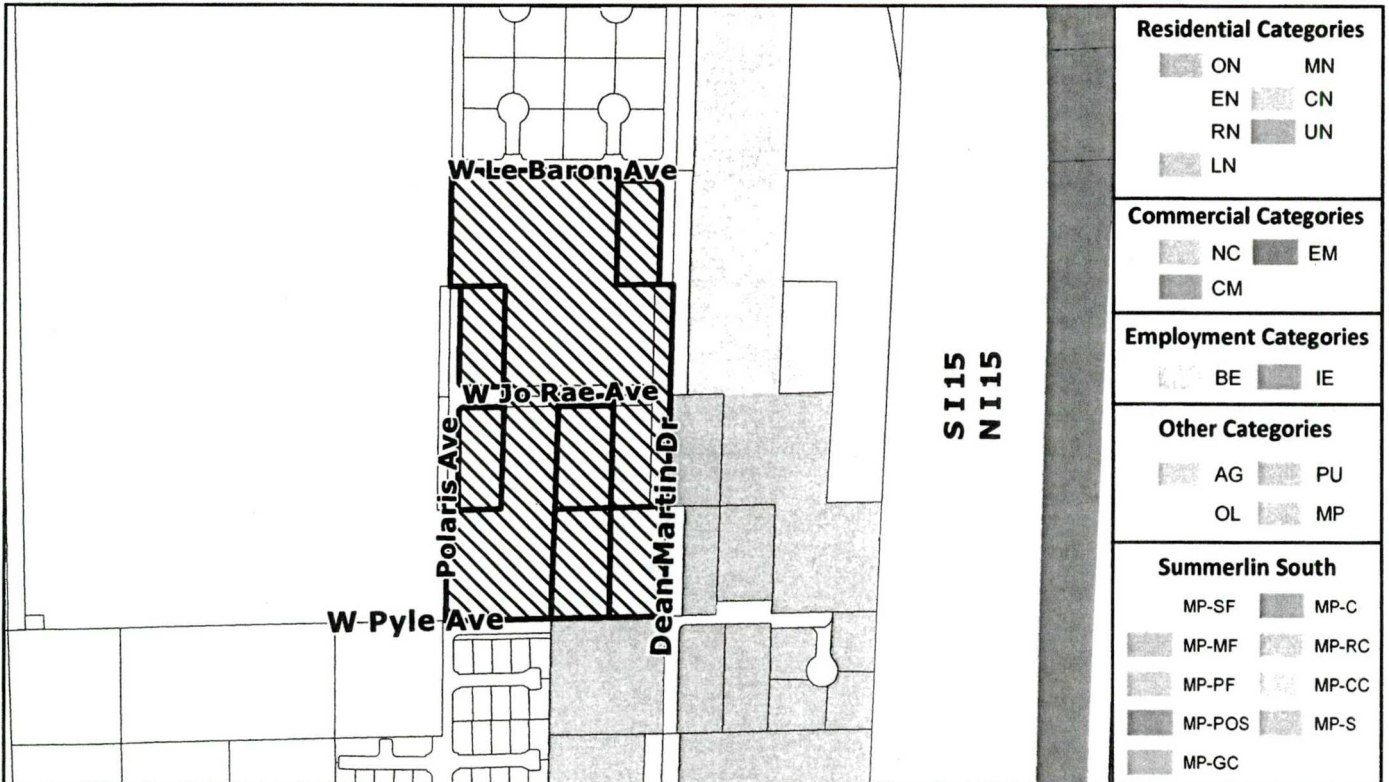
NZC-22-0317

## ZONING

Clark County Department of Comprehensive Planning, Clark County, Nevada



## PLANNED LAND USE



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

Subject Parcel(s)  
 17729203002  
 17729203003  
 17729203008

See complete list on file



0 125 250 500 Feet  
 Map Created on 5/23/2022





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

1-29-24  
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 # 104095  
Order ID 307696

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 01/24/2024 to 01/31/2024, on the following day(s):

01/24/2024, 01/31/2024

*Leslie McCormick*

LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this January 31, 2024

Notary

*Linda Espinoza*



ORDINANCE NO. 5104

AN ORDINANCE TO ADOPT A DEVELOPMENT AGREEMENT WITH DRP NV 1, LLC FOR A SINGLE FAMILY RESIDENTIAL DEVELOPMENT ON 18.8 ACRES, GENERALLY LOCATED NORTH OF PYLE AVENUE AND WEST OF DEAN MARTIN DRIVE WITHIN ENTERPRISE, AND PROVIDING FOR OTHER MATTERS 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 Tick Segerblom on the 3rd day of January 2024 and passed on the 17th day of January 2024, by the following vote of the Board of County Commissioners:

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

Nay: None  
Abstaining: None  
Absent: None

This Ordinance shall be in full force and effect from and after the 1st day of February 2024.

(SEAL) LYNN MARIE GOYA,  
COUNTY CLERK  
and Ex-Officio Clerk of the  
Board of County  
Commissioners  
Dated this 17th day of January  
2024.

PUB: Jan. 24, 31, 2024  
LV Review-Journal