

BILL NO. 1-3-24-4

SUMMARY - An ordinance to adopt a Development Agreement with ZSKSMAZ TOWNSHIP FAMILY TRUST for a commercial development on 1.8 acres, generally located south of Pebble Road and east of Fort Apache Road within Enterprise.

ORDINANCE NO. 5105
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT A DEVELOPMENT AGREEMENT WITH ZSKSMAZ TOWNSHIP FAMILY TRUST FOR A COMMERCIAL DEVELOPMENT ON 1.8 ACRES, GENERALLY LOCATED SOUTH OF PEBBLE ROAD AND EAST OF FORT APACHE ROAD WITHIN ENTERPRISE, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

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

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.20 of the Clark County Code a Development Agreement with ZSKSMAZ TOWNSHIP FAMILY TRUST for a commercial development on 1.8 acres, generally located south of Pebble Road and east of Fort Apache Road within Enterprise, is hereby adopted.

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

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sections, subsections, clauses, phrases or sentences contained in the Clark County Code in conflict herewith are hereby repealed.

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

PROPOSED on the 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

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 #: 20240131-0001381

Fees: \$0.00

01/31/2024 09:45:37 AM

Receipt #: 5492870

Requestor:

COMPREHENSIVE PLANNING CL

Recorded By: CABOW Pgs: 37

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: 176-20-101-001

(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 ZSKSMAZ
TOWNSHIP FAMILY TRUST FOR FORT APACHE & PEBBLE WITH ORDINANCE
NO. 5105 TO ADOPT THE DEVELOPMENT AGREEMENT**

ORD-23-900584

“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): **176-20-101-001**
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

ZSKSMAZ TOWNSHIP FAMILY TRUST

FOR

Fort Apache & Pebble

ORD-23-900584

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 **ZSKSMAZ TOWNSHIP FAMILY TRUST** 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-23-0110**, 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.

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 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:

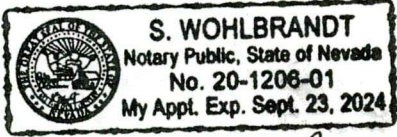
Lynn Marie Goya, County Clerk


ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 22nd 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:

Umer Zahid MALIK
PRINT OWNER NAME

ENTITY NAME:

ZSKZMAZ Township Family Trust
PRINT ENTITY NAME

By: Umer Zahid MALIK
Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 4th day of December, 2023
by Umer Zahid Malik
(Printed Name of Document Signer)

NOTARY PUBLIC

Dorothy Grace Shoen
Signature

My Commission expires: 12-11-24

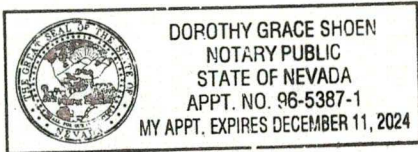


Exhibit "A"
Legal Description

(see next page for attachment)

Legal Description

The Northwest Quarter (NW 1/4) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 20, Township 22 South, Range 60 East, M.D.B.&M.

Excepting therefrom that portion as conveyed to the County of Clark in the Deed recorded July 7, 2022 as instrument No. 20220707-0002907, of official records.

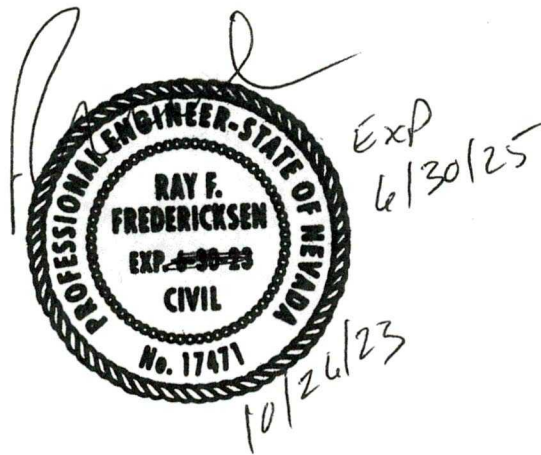


Exhibit "B"
Development Agreement Owner Correspondence

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

ZSKSMAZ TOWNSHIP FAMILY TRUST

11510 Mystic Rose Ct

Las Vegas, NV 89138

Applicant/Correspondent

Per4mance Engineering c/o Ray Fredericksen

4525 W. Hacienda Ave. Ste 1

Las Vegas, NV 89118

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

(see next page for attachments)

COMMERCIAL DEVELOPMENT
(TITLE 30)

UPDATE
PEBBLE RD/FORT APACHE RD

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

NZC-23-0110-EPSTEIN, DIANE LEE R. FAM TR:

ZONE CHANGE to reclassify 1.8 acres from an R-E (Rural Estates Residential) Zone to a C-2 (General Commercial) Zone.

USE PERMITS for the following: **1)** reduce separation from a convenience store to a residential use; **2)** reduce setback from a gasoline station to a residential use; and **3)** reduce the separation from a tavern to a residential use.

WAIVERS OF DEVELOPMENT STANDARDS for the following: **1)** allow a drive-thru talk box to face residential development; and **2)** allow modified street standards.

DESIGN REVIEWS for the following: **1)** tavern; **2)** convenience store; **3)** gasoline station (fueling canopy); **4)** restaurant with drive-thru; and **5)** finished grade.

Generally located on the south side of Pebble Road and the east side of Fort Apache Road within Enterprise (description on file). JJ/md/syp (For possible action)

RELATED INFORMATION:

APN:

176-20-101-001

USE PERMITS:

1. Reduce the separation from a convenience store to a residential use to 70 feet where a minimum of 200 feet is required per Table 30.44-1 (a 65% reduction).
2. Reduce the setback from a gasoline station (fueling canopy) to a residential use to 172 feet where a minimum of 200 feet is required per Table 30.44-1 (a 14% reduction).
3. Reduce the separation from a tavern to a residential use to 185 feet where a minimum separation of 200 feet is required per Table 30.44-1 (a 7.5% reduction).

WAIVERS OF DEVELOPMENT STANDARDS:

1. Allow a drive-thru talk box to face residential development where talk boxes shall be set back behind the building or face to minimize noise away from adjacent homes per Table 30.56-2.
2. Reduce the departure distance from the intersection of Fort Apache Road and Pebble Road to 168 feet where a minimum of 190 feet is required per Uniform Standard Drawing 222.1 (an 11.6% reduction).

DESIGN REVIEWS:

1. Tavern.

2. Convenience store.
3. Gasoline station (fueling canopy).
4. Restaurant with drive-thru.
5. Increase finished grade to 48 inches where a maximum of 36 inches is the standard per Section 30.32.040 (a 33% increase).

LAND USE PLAN:

ENTERPRISE - MID-INTENSITY SUBURBAN NEIGHBORHOOD (UP TO 8 DU/AC)

BACKGROUND:

Project Description

General Summary

- Site Address: N/A
- Site Acreage: 1.8
- Project Type: Tavern, convenience store, gasoline station, and restaurant with drive-thru
- Number of Stories: 1
- Building Height (feet): 20 (tavern, convenience store, and restaurant with drive-thru)/19 (fueling canopy)
- Square Feet: 4,250 (tavern)/3,500 (convenience store)/1,500 (restaurant with drive-thru)
- Parking Required/Provided: 72/72

Neighborhood Meeting Summary

This is a request for a nonconforming zone change to reclassify 1.8 acres from an R-E zoning district to a C-2 zoning district for a commercial development. The applicant conducted a neighborhood meeting on September 6, 2022, as required by the nonconforming zone boundary amendment process. The required meeting notices were mailed to the neighboring property owners within 1,500 feet of the project site. Seven neighbors were in attendance and expressed the following concerns: 1) traffic congestion; 2) too many gasoline stations in the area; 3) health hazards with having a gasoline station in proximity to residential development; 4) light pollution; 5) noise generated from the drive-thru talk box; and 6) landscape buffer on the east side of the property may attract transient persons. The consensus from the neighbors was that they wish to see the site remain residential rather than any sort of commercial use.

Site Plans

The plans depict a proposed commercial development consisting of 3 buildings, which include the following: 1) a tavern, located at the northwest corner of the site, adjacent to Pebble Road and Fort Apache Road; 2) a gasoline station (fueling canopy), centrally located within the site and to the west of the convenience store; and 3) a convenience store and restaurant with a drive-thru located on the east side of the site.

Below is a table reflecting the building setbacks from the north, south, east, and west property lines of the site.

Building Setback from Property Lines (in feet)				
	Property Line			
Building:	North	East	South	West
Tavern	10	203	185	15
Gasoline Station	92	172	76	81
Convenience Store	128	70	66	171
Restaurant	93	70	145	171

Use permits are required to reduce the separation from the tavern, convenience store, and the gasoline station to the existing residential development to the east and the residential use to the south of the project site. The convenience store and restaurant with drive-thru consist of a single building. The convenience store and restaurant occupy the south and north portions of the building, respectively. The restaurant features a single, drive-thru lane measuring 11 feet in width that is located along the east side of the building. A drive-thru talk box is located immediately to the west of the drive-thru lane, necessitating a waiver of development standards as the talk box faces towards the existing residential development. The drive-thru lane exits into a two-way vehicle drive aisle measuring 24 feet in width. The commercial development requires 72 parking spaces where 72 parking spaces are provided. Access to the development is granted via a single commercial driveway along Fort Apache Road at the southwest corner of the site. A second commercial driveway is located at the northeast corner of the site, adjacent to Pebble Road, requiring a waiver of development standards reducing the departure distance from the intersection of Fort Apache Road. The increase to finished grade will occur along the east portion of the site, in proximity to the convenience store and restaurant building.

Landscaping

The plans depict a 15 foot wide landscape area, including a 5 foot wide detached sidewalk, along Fort Apache Road and Pebble Road. The street landscape area consists of trees, shrubs, and groundcover. A 10 foot wide landscape buffer, consisting of large Evergreen trees, is located along the east and south property lines adjacent to the existing and planned single family residential uses. A 5 foot wide landscape planter island extending the length of the convenience store and restaurant building, is located immediately to the west of the restaurant drive-thru lane. Seven trees will be planted within this landscape planter island. Parking lot landscaping is equitably distributed throughout the interior of the commercial development.

Elevations

The plans depict a proposed tavern with a height ranging from 17 feet to 20 feet to the top of the parapet wall. Varying rooflines have been incorporated into the overall design of the tavern. The building consists of a stucco exterior with an aluminum storefront window system. A decorative metal awning is located over the front entrance to the building (east elevation).

The convenience store and restaurant building measures between 17 feet to 20 feet in height to the top of the parapet wall. Varying rooflines have been incorporated into the overall design of the building. The west elevation (front entrance) of the building consists of a stucco exterior

with an aluminum storefront window system. A decorative metal awning is located above the entrance to the convenience store and restaurant. The restaurant drive-thru window is located on the east side of the building, oriented towards the existing residential development. All rooftop mounted equipment will be screened from the right-of-way and public view by parapet walls. All buildings will be painted with neutral colors, consisting of gray and blue.

The gasoline station (fueling canopy) measures 19 feet in height with decorative stone veneer embellishments located at the base of the supporting columns. The metal canopy and supporting columns will be painted with blue and gray stucco, matching the color of the buildings within the development.

Floor Plans

The plans depict a tavern consisting of 4,250 square feet featuring a bar, dining, and kitchen area. The convenience store measures 3,500 square feet in area consisting of a general merchandise area, coolers, restrooms, and manager’s office. The restaurant with drive-thru consists of an open shell space.

Signage

Signage is not a part of this request.

Applicant’s Justification

The applicant states the proposed convenience store and gasoline station serve an important need for the community by providing easy access to essential goods and services and it is not believed that these uses will generate significant noise, pollution, or other types of nuisances that would negatively impact the quality of life for nearby residents. The gasoline station is separated from the existing developed residential homes to the east with the convenience store building and landscape buffers. According to the applicant, due to the available space for the drive-thru window being limited, it is not possible to orient the talk box away from adjacent homes. The talk box is located 68 feet from the east property line and landscaping elements have been included to aid in noise mitigation. In addition to the landscape buffer along the east property line, landscaping will be provided adjacent to the talk box and in a 5 feet wide median island between the drive-thru and the residential property line. The applicant states they are unable to comply with the departure distance requirement due to an existing NV Energy transformer being located at the east boundary preventing the driveway from being located any further from the intersection. Similar reductions have been approved throughout Clark County and it is not believed that this reduction will have an adverse effect on traffic flow at this location. The excess fill is needed to ensure adequate drainage of the site. We expect the impact on the adjacent properties to be negligible. The exact amount of fill will not be set until the drainage study approval is received, efforts to minimize any fill will be taken and the site only elevated to meet drainage Code requirements.

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North	Mid-Intensity Suburban Neighborhood (up to 8 du/ac); Compact Neighborhood (up to 18 du/ac); & Open Lands	R-E	Undeveloped

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
South	Mid-Intensity Suburban Neighborhood (up to 8 du/ac)	R-E	Undeveloped
East	Mid-Intensity Suburban Neighborhood (up to 8 du/ac)	R-2	Single family residential
West	Corridor Mixed-Use	C-2	Undeveloped

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

Related Applications

Application Number	Request
VS-23-0111	A request to vacate and abandon right-of-way and patent easements 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

Comprehensive 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.*

The applicant states that following the adoption of the Master Plan, the planned land use for this area was changed to Mid-Intensity Suburban Neighborhood (MN). As the character of the neighborhood has changed, properties to the west of the site have also been rezoned as C-2 (General Commercial) to provide future commercial services to the growing number of residential properties. Several planned commercial sites have been developed as residential in the half mile vicinity (APN 176-19-501-005 and southeast corner of Serene Avenue and Chieftain Street), removing possible commercial developments in the area. Both of these 2.5 acre sites were not at the intersection of 2 arterial streets, as is this parcel, making this one of a logical choice for commercial development, where high volumes of traffic exist making vehicle access easy. Public Works is starting construction of full off-site improvements on Fort Apache Road including sidewalk, multiple travel lanes in each direction, and planned underground facilities for future traffic signal at Pebble Road and Fort Apache Road. The applicant believes that the proposed development is compatible with existing developments and is appropriate for the area.

To the west of the project site, across Fort Apache Road, are 4 undeveloped parcels zoned C-2 (ZC-0918-05) with a planned land use of Corridor Mixed-Use. To the north of the site, across Pebble Road, is an undeveloped parcel zoned R-E with planned land uses of Mid-Intensity Suburban Neighborhood, Compact Neighborhood, and Open Lands. To the east of the proposed development is an existing single family residential development zoned R-2 with a planned land use of Mid-Intensity Suburban Neighborhood. To the south of the site is an undeveloped parcel zoned R-E with a planned land use of Mid-Intensity Suburban Neighborhood. While the proposed development is located on the corner of 2 arterial streets, there is 10 acres of undeveloped C-2 zoned property immediately to the west of the site, across Fort Apache Road that has yet to be developed. Staff finds the existing residential uses immediately to the east and south of the site are lower intensity uses than the proposed commercial development. Based on the character of the surrounding area, undeveloped parcels to the north and south that are planned for residential uses, and an existing single family residential development to the east, staff finds the proposed zoning would not be consistent and compatible with the surrounding area.

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

According to the applicant, the proposed project will provide much needed commercial options for an area heavily saturated with existing and proposed residential subdivisions. The intent of a balanced land use plan is to encourage an orderly development pattern with an appropriate spatial distribution of land uses that complement each other. The applicant believes that the proposed zoning district is compatible and appropriate.

The intent of the C-2 (General Commercial) district is to accommodate a full range of commercial uses, or mixed commercial and residential uses, in a manner that can be located to serve the needs of the entire community yet be buffered from having adverse impacts on any adjacent residential neighborhoods. The intent of the district is for sites which are typically greater than 10 acres. The C-2 zoning district is the most intense form of commercial zoning, which permits many uses by right, including minor training facilities, instruction training facilities, tattoo parlors, and the sale of packaged beer, wine, and liquor. Staff finds the requested zoning is premature, and the intensity of the uses associated with the zoning district are not compatible with the existing and planned 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.*

The applicant indicates the project is not anticipated to have substantial adverse effects on services and facilities. Additionally, any necessary services and infrastructure are already present in the area.

There has been no indication from various service providers that this request will have a substantial adverse effect on public facilities and services. Various Clark County service departments have reviewed the development proposal based on the information submitted by the

applicant and, based on the comments received from those service providers, the project is not anticipated to have additional impacts on the surrounding infrastructure beyond what would have been anticipated for a commercial development.

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

The applicant states the proposed C-2 (General Commercial) zoning designation is consistent with Policy 1.4.5 of the Master Plan. The subject site acts as a buffer between the existing residential properties to the east and the public right-of-way.

Staff finds the intensity of the proposed commercial development, which includes a tavern, convenience store, and restaurant with drive-thru, is not compatible with the adjacent parcels with existing and planned residential uses.

Summary

Zone Change

Staff finds that there has been no change in law, policies, and trends that makes this request appropriate for the area. A single family residential development with R-2 zoning is located immediately to the east of the project site, while an undeveloped parcel with a planned land use of Mid-Intensity Suburban Neighborhood is located to the south. The reclassification of this site to a C-2 zone would allow the proposed commercial development within a zoning district that is not compatible with the existing and planned residential land uses in the area. The intent of the C-2 zoning district is for sites which are typically greater than 10 acres. The C-2 zoning district is the most intense form of commercial zoning which permits many uses by right, including minor training facilities, instruction training facilities, tattoo parlors, and the sale of packaged beer, wine, and liquor. Staff finds the proposed request does not satisfy all of the requirements of a compelling justification to warrant approval of the nonconforming zone boundary amendment to C-2 zoning. Therefore, staff recommends denial.

Use Permits

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

The intent of the required 200 feet of separation distance from a convenience store, gasoline station, and tavern to a residential use is to ensure an appropriate buffer is established between the uses to reduce any negative impacts on the residential use. The reduced separation between the convenience store, tavern, and residential use is a result of the site being overbuilt. Goal 3.1 of the Master Plan states the following: "Maintain air quality at a level that protects public health and improves visual clarity." Staff is concerned that reducing the distance between the gasoline station and the existing residential development may have the following impacts: 1) a reduction in air quality through the release of vapors during vehicle fueling; and 2) noise during the evening hours. Although the applicant has increased the required landscaping width from the required 5.5 feet to 10 feet adjacent to the residential uses along the east and south property lines, this request is a self-imposed burden. Therefore, staff recommends denial.

Waivers of Development Standards

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

Waiver of Development Standards #1

Staff is concerned the proximity of the drive-thru talk box, which is set back 68 feet from the east property line, will potentially impact the existing single family residential development. More specifically, the drive-thru talk box may potentially become a nuisance to the adjacent property owners during the evening hours of the restaurant. Staff finds the building can be redesigned orienting the talk box away from the existing residential development. Therefore, staff recommends denial.

Design Reviews #1 through #4

The design of the proposed tavern, convenience store, and restaurant feature variations in building height contributing to breaking-up the mass of commercial buildings. While height, color, and material variations have been incorporated into the design of the buildings, staff finds the requested C-2 zoning is not compatible with the residential uses adjacent to the site. Therefore, since staff does not support the zone change, use permit, and waivers of development standards requests for this project, staff cannot support the design reviews.

Public Works - Development Review

Waiver of Development Standards #2

Staff has no objection to the reduction in the departure distance for the Pebble Road commercial driveway. The applicant placed the driveway as far east as the site will allow. However, since Planning is recommending denial of the application, staff cannot support this waiver.

Design Review #5

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. However, since Planning is recommending denial of the application, staff cannot support this design review.

Staff Recommendation

Denial. 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: May 2, 2023 – Approved – Vote: Aye: Kirk, Castello, Frasier, Lee, Mujica, Stone Nay: Kilarski

Comprehensive Planning

- Resolution of Intent to complete in 3 years;
- Remove the call box;
- Install an 8 foot tall noise attenuation wall on the east and south property lines;
- Plant large trees along the east and south property lines;
- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that the installation and use of cooling systems that consumptively use water will be 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 new application for a Master Plan amendment and a 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;
- 30 days to coordinate with Public Works - Design Division and to dedicate any necessary right-of-way and easements for the Fort Apache improvement project.
- Applicant is advised that the installation of detached sidewalks will require the vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control or execute a License and Maintenance Agreement for non-standard improvements in the right-of-way; 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.

Fire Prevention Bureau

- No comment.

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 #0110-2023 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

TAB/CAC: Enterprise - denial.

APPROVALS: 1 card

PROTESTS: 4 cards, 1 letter

APPLICANT: UMER MALIK

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



Department of Comprehensive Planning

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

Nancy A. Amundsen, Director

NOTICE OF FINAL ACTION

June 20, 2023

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

REFERENCE: NZC-23-0110

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 **June 07, 2023**. The final decision along with any conditions are 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.**

APPROVED. CONDITIONS OF APPROVAL - Comprehensive Planning

- **Resolution of Intent to complete in 3 years;**
- **Install an 8 foot tall noise attenuation wall on the east property line;**
- **Plant large trees along the east and south property lines;**
- **Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;**
- **Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.**

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



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

- Applicant is advised that the installation and use of cooling systems that consumptively use water will be 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 new application for a Master Plan amendment and a 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;
- 30 days to coordinate with Public Works - Design Division and to dedicate any necessary right-of-way and easements for the Fort Apache improvement project.
- Applicant is advised that the installation of detached sidewalks will require the vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control or execute a License and Maintenance Agreement for non-standard improvements in the right-of-way; 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.

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 #0110-2023 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

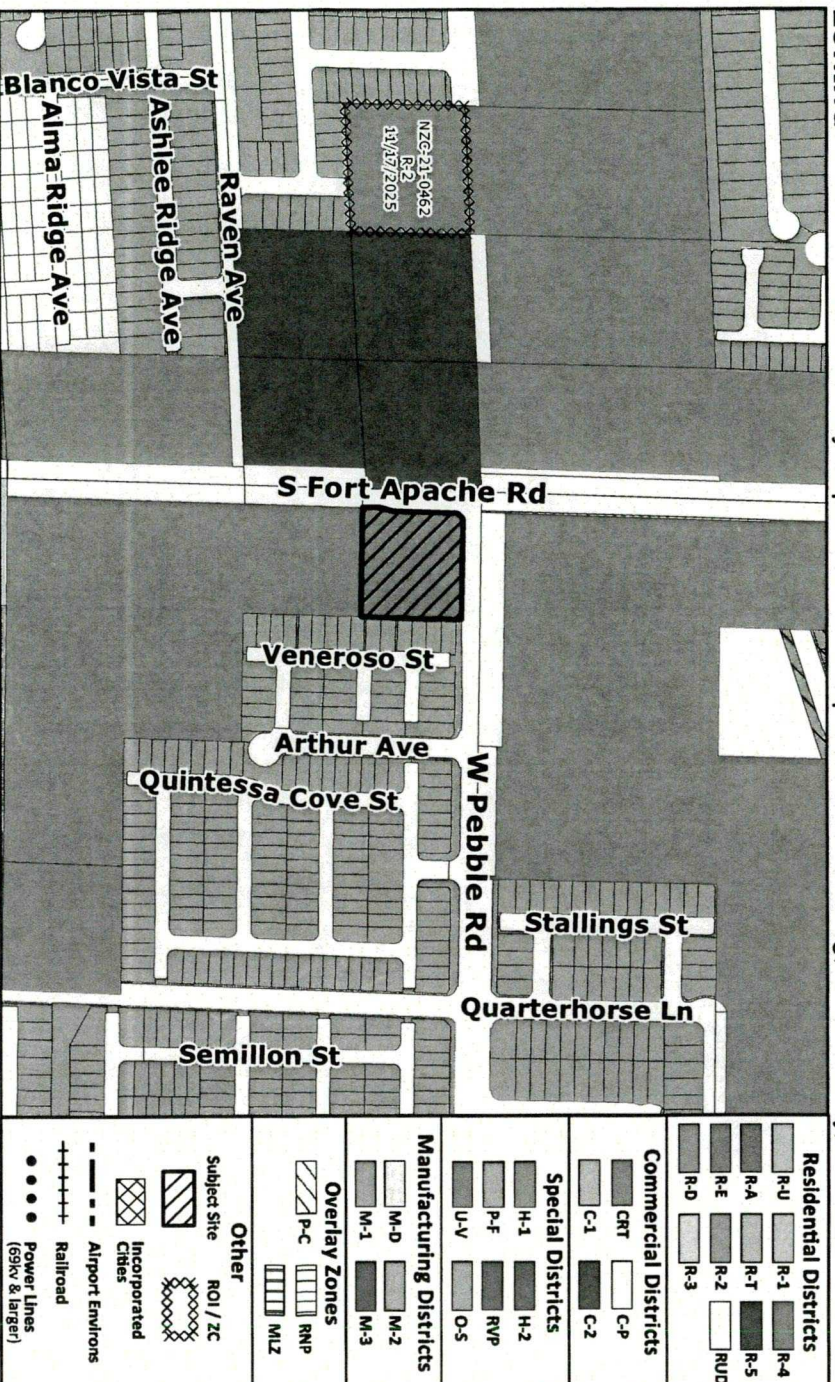
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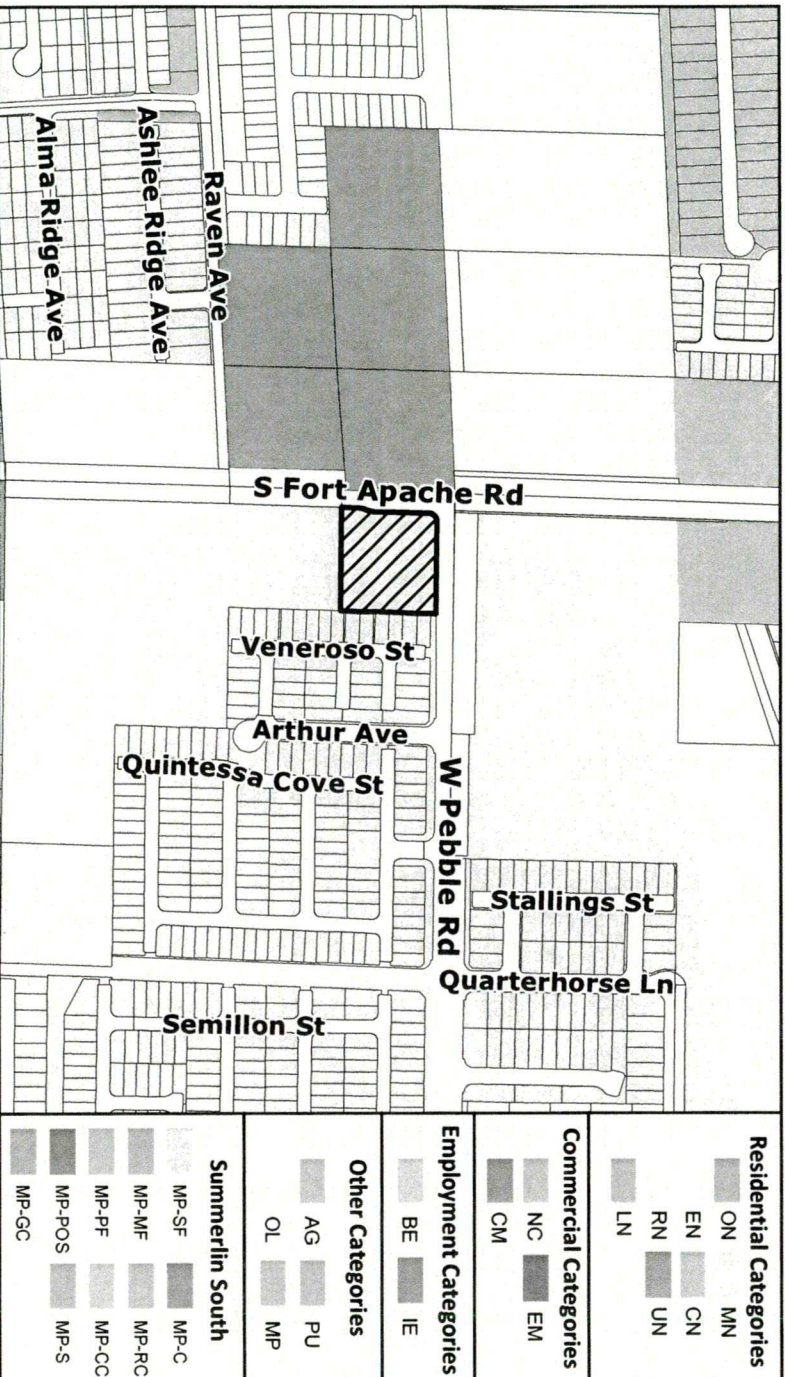
ZONING

Commission Agenda Map

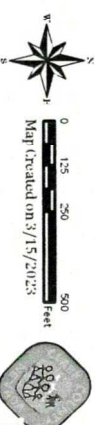
NZC-23-0110



PLANNED LAND USE



This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated herein.
 Subject Parcel(s)
 17620101001





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 307697

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. 5105

AN ORDINANCE TO ADOPT A DEVELOPMENT AGREEMENT WITH ZSKSMAZ TOWNSHIP FAMILY TRUST FOR A COMMERCIAL DEVELOPMENT ON 1.8 ACRES, GENERALLY LOCATED SOUTH OF PEBBLE ROAD AND EAST OF FORT APACHE ROAD 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