

BILL NO. 12-20-23-3

SUMMARY - An ordinance to adopt a Development Agreement with CP Logistics Oasis, LLC for an industrial development on 19.9 acres, generally located north of Richmar Avenue and east of Rainbow Boulevard within Enterprise

ORDINANCE NO. 5093  
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT A DEVELOPMENT AGREEMENT WITH CP LOGISTICS OASIS, LLC FOR AN INDUSTRIAL DEVELOPMENT ON 19.9 ACRES, GENERALLY LOCATED NORTH OF RICHMAR AVENUE AND EAST OF RAINBOW BOULEVARD 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 CP Logistics Oasis, LLC for an industrial development on 19.9 acres, generally located north of Richmar Avenue and east of Rainbow Boulevard 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sections, subsections, clauses, phrases or sentences contained in the Clark County Code in conflict herewith are hereby repealed.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 20th day of December, 2023

INTRODUCED by: Commissioner James B. Gibson

PASSED on the 3rd day of January, 2024

VOTE:

AYES: Tick Segerblom

James B. Gibson

Justin Jones

Marilyn K. Kirkpatrick

William McCurdy II

Ross Miller

Michael Naft

NAYS: None

\_\_\_\_\_

\_\_\_\_\_  
ABSTAINING:

None  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT:

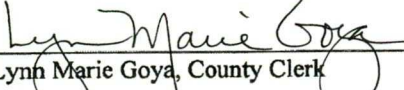
None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
CLARK COUNTY, NEVADA

By:

  
\_\_\_\_\_  
TICK SEGERBLOM, Chair

ATTEST:

  
\_\_\_\_\_  
Lynn Marie Goya, County Clerk

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

Inst #: 20240122-0000999  
Fees: \$0.00  
01/22/2024 11:23:03 AM  
Receipt #: 5483685  
Requestor:  
COMPREHENSIVE PLANNING CL  
Recorded By: ARNVI Pgs: 32  
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: 176-23-301-008, 176-23-301-023**

(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 CP  
LOGISTICS OASIS, LLC FOR RAINBOW & BLUE DIAMOND WITH ORDINANCE NO.  
5093 TO ADOPT THE DEVELOPMENT AGREEMENT**

**ORD-23-900491**

**"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): 176-23-301-008, 176-23-301-023  
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

**CP LOGISTICS OASIS, LLC**

FOR

**RAINBOW & BLUE DIAMOND**

**ORD-23-900491**



## **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 **CP LOGISTICS OASIS, 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 **ZC-23-0045**, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.
- (g) "County" means the County of Clark, State of Nevada together with its successors and assigns.
- (h) "County Commission" means the Board of County Commissioners or Planning Commission of the County of Clark, State of Nevada.
- (i) "County Master Plan" means the comprehensive plan adopted by the County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use, development guides and elements, including the land use and development guide and the general plan map for unincorporated portions of the Las Vegas Valley adopted by the County Commission on January 24, 1974, except as amended by the adoption of more recent plans in effect as of the Effective Date.
- (j) "Development Agreement Ordinance" means Chapter 30.20 of the Clark County Unified Development Code (Title 30) along with any other Chapters of the Clark County Code that are relevant to this Agreement.
- (k) "Effective Date" means the date, on or after the adoption by the County Commission, of an ordinance approving execution of this Agreement whereas the Agreement has been executed and signed by both parties, that this Agreement is recorded in the Office of the County Recorder of Clark County, Nevada.
- (l) "NDOT" means Nevada Department of Transportation.
- (m) "NRS" means Nevada Revised Statutes.
- (n) "PFNA" means the Southwest Las Vegas Valley Public Facilities Needs Assessment Report, dated December 1, 2000, incorporated herein by this reference and approved by the County Commission on January 2, 2001.
- (o) "Project" means the Subject Property and the proposed development of the Subject Property described in this Agreement.
- (p) "Subject Property" means that certain real property, which Owner owns or has the right to acquire, located in the County and more particularly described on Exhibit "A".
- (q) "Term" means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



## SECTION 4 – PUBLIC FACILITIES

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

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

<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.

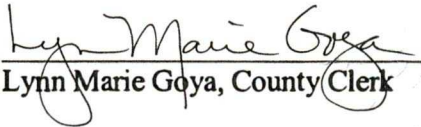
*[signatures appear on following page]*

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

**COUNTY:**

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

By:   
Tick Segerblom, Chair

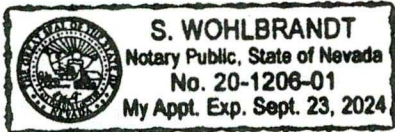
Attest:  
  
Lynn Marie Goya, County Clerk

**ACKNOWLEDGMENT:**

STATE OF NEVADA            )  
  )ss:  
COUNTY OF CLARK        )

This instrument was acknowledged before me on the 8<sup>th</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



**CP LOGISTICS OASIS, LLC,**  
a Delaware limited liability company

By: **CP LOGISTICS PLATFORM, LLC,**  
a Delaware limited liability company,  
its sole member

By: **PANATTONI CLP, LLC,**  
a Delaware limited liability company,  
its Administrator

By: **PANATTONI CLP OPERATOR, LLC,**  
a Delaware limited liability company,  
its Manager

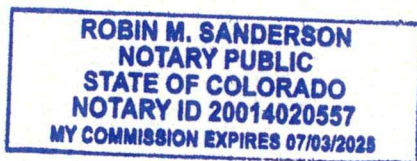
By: *Lauren Kerns*  
Lauren Kerns, Vice President

STATE OF COLORADO     )  
  ) ss:  
COUNTY OF DENVER     )

On this 13th day of November, 2023, before me, the undersigned, a Notary Public in and for the said State, personally appeared Lauren Kerns, known to me to be the person who signed as the Vice President of Panattoni CLP Operator, LLC, a Delaware limited liability company, as Manager of Panattoni CLP, LLC, a Delaware limited liability company, as Administrator of CP Logistics Platform, LLC, a Delaware limited liability company, as sole member of CP Logistics Oasis, LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said officer of said company for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said instrument.

Witness my hand and official seal.

My commission expires: July 3, 2025



*Robin M. Sanderson*  
Notary Public

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

**(see next page for attachment)**

LEGAL DESCRIPTION

**PARCEL 1:**

**THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:**

**LOT 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 128 OF PARCEL MAPS, PAGE 44 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.**

**PARCEL 2:**

**INTENTIONALLY OMITTED.**

**PARCEL 3:**

**THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.**

**EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS CONVEYED TO COUNTY OF CLARK, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA AS SET FORTH IN**

**THAT CERTAIN GRANT DEED RECORDED APRIL 08, 2021 IN BOOK 20210408 AS INSTRUMENT NO. 00837, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.**



**Exhibit "B"**  
**Development Agreement Owner Correspondence**

**Exhibit "B"**  
**Development Agreement Owner/Applicant Correspondence**

In accordance with Section 7.08, all notices, demands and correspondence required or provided for under this agreement shall be sent to the Owner and/or Applicant as follows:

**Address all Correspondence as follows:**

<b>Owner</b>	<u>CP Logistics Oasis, LLC</u> <u>7887 E. Belleview Ave. #475</u> <u>Denver, CO 80111</u>
--------------	---

<b>Applicant/Correspondent</b>	<u>PDC Reno/LV/PHX LPV, LLC</u> <u>3930 Howard Hughes Pkwy. Ste. 360</u> <u>Las Vegas, NV 89169</u>
--------------------------------	---

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

**(see next page for attachments)**

04/05/23 BCC AGENDA SHEET

DISTRIBUTION CENTER  
(TITLE 30)

RAINBOW BLVD/RICHMAR AVE

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

**ZC-23-0045-BLUE DIAMOND RESERVE HOLDINGS, LLC & DAMODICE HOLDINGS, LLC:**

**ZONE CHANGE** to reclassify 19.9 acres from an R-E (Rural Estates Residential) Zone to an M-D (Designed Manufacturing) Zone.

**USE PERMIT** to allow loading spaces to not be screened from a public street.

**WAIVERS OF DEVELOPMENT STANDARDS** for the following: **1)** increase wall/fence height; **2)** permit alternative street landscaping; and **3)** reduced driveway throat depth.

**DESIGN REVIEWS** for the following: **1)** a distribution center; **2)** alternative parking lot landscaping; and **3)** finished grade.

Generally located on the northeast corner of Rainbow Boulevard and Richmar Avenue within Enterprise (description on file). JJ/al/syp (For possible action)

---

RELATED INFORMATION:

**APN:**

176-23-301-008; 176-23-301-023

**WAIVERS OF DEVELOPMENT STANDARDS:**

1. Increase wall/fence height to 16 feet (10 foot retaining wall with a 6 foot wrought iron fence) where a maximum of 13 feet (3 foot retaining wall with a 10 foot high fence) is permitted per Section 30.64.050 (a 23.1% increase).
2. Permit alternative street landscaping where landscaping per Figure 30.64-17 is required.
3. Reduce driveway throat depth to a minimum of 15 feet where a minimum of 150 feet is required per Uniform Standard Drawing 222.1 (a 90% reduction).

**DESIGN REVIEWS:**

1. A distribution center.
2. Permit alternative parking lot landscaping where landscaping is required per Figure 30.64-14.
3. Increase finished grade to 144 inches where a maximum of 36 inches is the standard per Section 30.32.040 (a 300% increase).

**LAND USE PLAN:**

ENTERPRISE - BUSINESS EMPLOYMENT

## **BACKGROUND:**

### **Project Description**

#### General Summary

- Site Address: N/A
- Site Acreage: 19.9
- Project Type: Distribution center
- Number of Stories: 1
- Building Height (feet): 44
- Square Feet: 422,020
- Parking Required/Provided: 212/289

#### Site Plan

The plan depicts a distribution center consisting of 1 building located in the central portion of the site. Access to the site is provided by 3 driveways from Rainbow Boulevard and 2 driveways from Richmar Avenue. The driveways on Rainbow Boulevard will have a throat depth of 59 feet and the driveways on Richmar Avenue will have a throat depth of 15 feet where 150 feet is required. Parking for the development is located on all sides of the building. The loading spaces for the facility are located on the east and west sides of the building. There are loading spaces on the west side of the building that align with 2 of the driveways from Rainbow Boulevard making these loading spaces visible from the street which require a use permit. The maximum retaining wall heights are along the north and west portions of the site.

#### Landscaping

The plan shows 5 foot wide sidewalks on the property adjacent to the southern and western property lines adjacent to Richmar Avenue and Rainbow Boulevard. The applicant has submitted a companion application, VS-23-0046, to vacate 5 feet of right-of-way for both public streets adjacent to the site to allow for detached sidewalks. The plans are not depicting landscaping within the portions of the rights-of-way to be vacated. Portions of these vacated areas are within the sight zones for the proposed driveways which prohibits any plants that will be over 24 inches in height. The plan shows a minimum 23 foot wide landscape area along Rainbow Boulevard adjacent to the sidewalk and a minimum 10 foot wide landscape area along Richmar Avenue adjacent to the sidewalk. Landscaping in these areas will consist of trees, shrubs, and groundcover. Additional landscape areas are located in landscape fingers and islands within the parking areas and adjacent to the buildings. The request includes a design review to allow alternative parking lot landscaping. The spacing for landscape islands and fingers within portions of the parking areas does not comply with the requirements of Figure 30.64-14. The required trees for these parking areas have been distributed to other locations on the site, primarily in landscape areas along the north and east property lines, and along the north and south sides of the building.

#### Elevations

The building is 1 story with a height of 44 feet. The building will be constructed of concrete tilt-up panels that will be painted in earth tone colors and has a flat roof behind parapet walls. Office areas will be located at the corners of the building and will consist of aluminum storefront systems.



Floor Plans

The building is 1 story with an area of 422,020 square feet. The building will be constructed as a shell with large open areas to be completed with future interior remodels to meet the needs of the future tenants of the building.

Signage

Signage is not a part of this request.

Applicant’s Justification

The applicant indicates that the zone change request is in conformance with the Master Plan and is compatible with the existing and planned land uses in this area. There is a need for additional warehouse space in the County that this project will help to fulfill. The use permit to allow loading spaces to not be screened is for a few spaces that align with 2 driveways onto Rainbow Boulevard. The majority of the loading spaces will be screened from the public streets. The property to the west across Rainbow Boulevard is a commercial development which will not be impacted for the unscreened loading spaces. The topography of the site makes the increase in finish grade and increase in retaining wall height necessary to balance the site for development and provide proper drainage. The alternative parking lot landscaping is necessary due to large trucks circulation through the site to allow better site visibility and parking maneuvering. The waiver for throat depth reduction will not impact the on-site circulation as the site is designed with long drive aisles to allow for adequate movement to and from the loading spaces and onto the rights-of-way.

**Surrounding Land Use**

	<b>Planned Land Use Category</b>	<b>Zoning District</b>	<b>Existing Land Use</b>
North	Business Employment	R-E & C-2	Undeveloped
South	Business Employment	M-D & M-1	Undeveloped
East	Business Employment	R-E	Undeveloped
West	Neighborhood Commercial	C-1	Commercial Center & undeveloped

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

**Related Applications**

<b>Application Number</b>	<b>Request</b>
VS-23-0046	A request to vacate and abandon easements and rights-of-way 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 proposed zone change is in conformance to the Master Plan. The proposed use of the property is consistent and compatible with existing and planned land uses in the area. The request conforms to Goal 5.1 of the Master Plan to encourage diversification of the economic base to enhance resilience. Therefore, staff can support the zone change request.

#### Use Permit

A use permit is a discretionary land use application that is considered on a case by case basis in consideration of Title 30 and the 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 majority of the loading spaces are screened from the rights-of-way, its only at 2 locations that align with driveways that allow a few of the loading spaces to be visible from Rainbow Boulevard. The existing development across the street from this site is commercial, so the approval of this request would have little impact on the abutting properties. Similar requests have been approved for other distribution facilities in the County. However, Public Works is not supporting the waiver to reduce the driveway throat depths. The current design of the site will not allow for much of an increase in the length of the driveways, which would require a redesign of the site. Staff believes the site could be designed to provide the required screening for the loading spaces; therefore, staff does not 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

The existing topography of the site could be a unique or special circumstance with the property to justify an increase in retaining wall height. However, there are other parcels abutting this site that are undeveloped. Information in County records depicting contour lines in this area are not showing any sudden increase/decrease in the topography of the area. The applicant has stated that the topography of the site is the reason for the increase in retaining wall height, but no documentation/information has been submitted to provide justification for the increase in wall height. Therefore, staff finds that the applicant has not provided sufficient justification to warrant the approval of this request and recommends denial of this waiver.

#### Waiver of Development Standards #2

Staff believes that there are other design options for the site that would allow for street landscaping as required by Code. Staff finds that this waiver is a self-imposed hardship due to



the design of the project and the applicant has not provided a sufficient justification to warrant approval of this request and recommends denial of this waiver.

#### Design Reviews #1 and #2

The design of the building is consistent and compatible with other developments in this area. Similar design reviews to allow alternative parking lot landscaping have been approved for other distribution centers in the County. Staff could support these request; however; Public Works is not supporting the waiver to reduce the driveway throat depths. Increasing the length of the driveways would require modifications to the site which could change the parking layout, size of the building, and access. Since Public Works is not supporting the throat depth waiver which could require significant changes to the site, staff does not support these design reviews.

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

##### Waiver of Development Standards #3

Staff finds the request to reduce the throat depth for all 3 driveways on Rainbow Boulevard and both driveways on Richmar Avenue to be excessive. Cars and trucks will share all of the driveways, and with the loading docks and parking stalls directly opposite in 4 out of the 5 driveways, the likelihood is that vehicles will be stacking in the right-of-way, causing potential collisions. A site redesign would allow for the commercial driveways to meet the minimum throat depth standards, allowing for better circulation and separation between the trucks and cars. Therefore, staff cannot support this request.

##### Design Review #3

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 staff cannot support this application in its entirety, staff is cannot support this design review.

#### **Staff Recommendation**

Approval of the zone change; denial of the use permit, waivers of developments standards and design reviews.

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

#### **PRELIMINARY STAFF CONDITIONS:**

##### **Comprehensive Planning**

If approved:

- No Resolution of Intent and staff to prepare an ordinance to adopt the zoning;
- 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 substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that the use permit, waivers of development standards, and design reviews must commence within 2 years of approval date or it will expire.

**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 - Construction Management Division and to dedicate any necessary right-of-way and easements for the Rainbow Boulevard 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 #0064-2023 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

**TAB/CAC:** Enterprise - approval of the zone change, waivers of development standards, and design reviews; denial of the use permit.

**APPROVALS:**

**PROTESTS:**

**APPLICANT:** PDC RENO/LV/PHX LPIV, LLC

**CONTACT:** BOB GRANAUER, 1980 FESTIVAL PLAZA DR., SUITE 650, LAS VEGAS, NV 89135





# Department of Comprehensive Planning

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

Nancy A. Amundsen, Director

## NOTICE OF FINAL ACTION

April 17, 2023

BOB GRANAUER  
1980 FESTIVAL PLAZA DR, STE 650  
LAS VEGAS, NV 89135

REFERENCE: ZC-23-0045

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 **April 05, 2023** and was **APPROVED** subject to the conditions listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

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

### **CONDITIONS OF APPROVAL -**

#### **Comprehensive Planning**

- **No Resolution of Intent and staff to prepare an ordinance to adopt the zoning;**
- **Per revised plans;**
- **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 substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that the use permit, waivers of development standards, and design reviews must commence within 2 years of approval date or it will expire.**

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

- **Remove 1 additional loading dock on each side of the pump house;**

#### **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

- Coordinate with Public Works to determine if additional loading dock doors need to be removed;
- 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 - Construction Management Division and to dedicate any necessary right-of-way and easements for the Rainbow Boulevard 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](mailto:sewerlocation@cleanwaterteam.com) and reference POC Tracking #0064-2023 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

#### BOARD OF COUNTY COMMISSIONERS

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

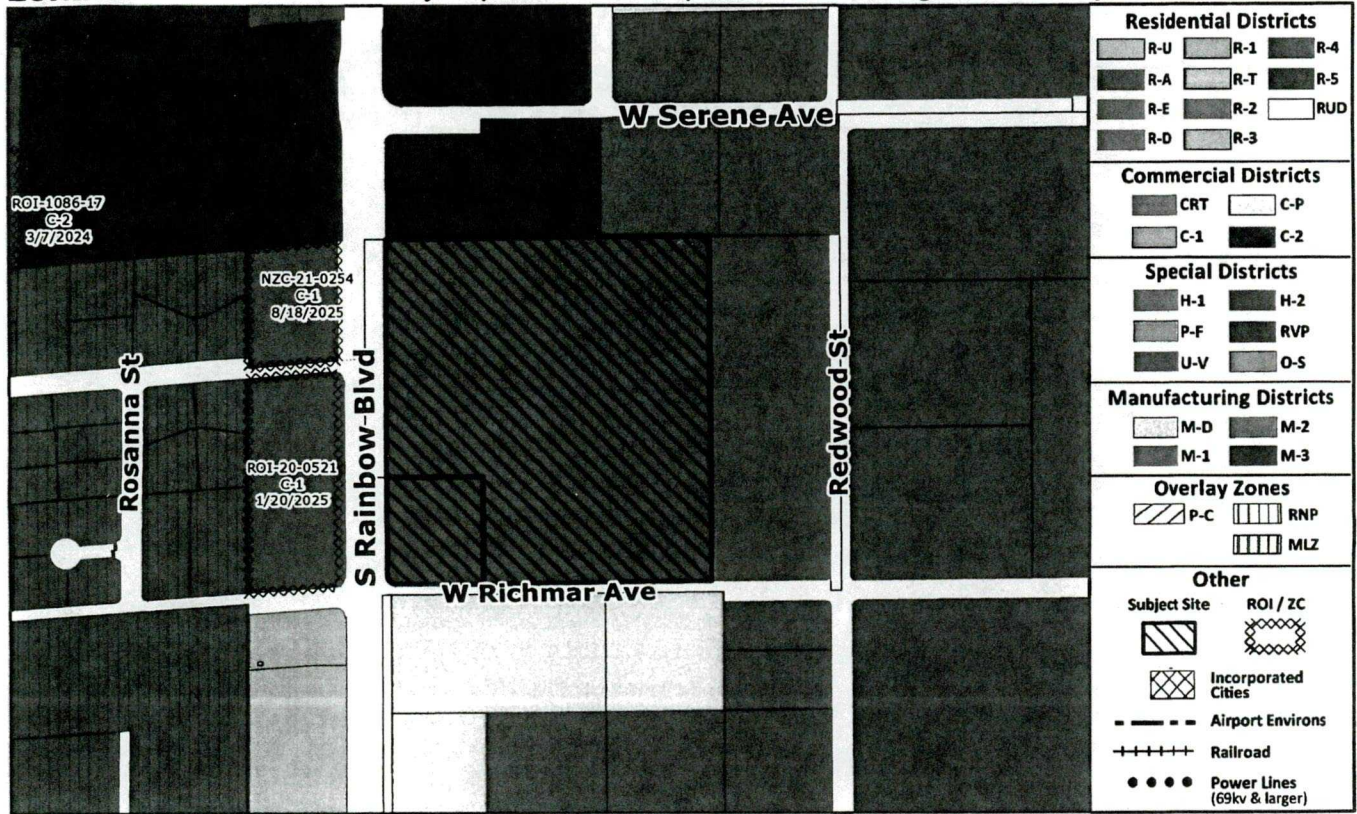


# Commission Agenda Map

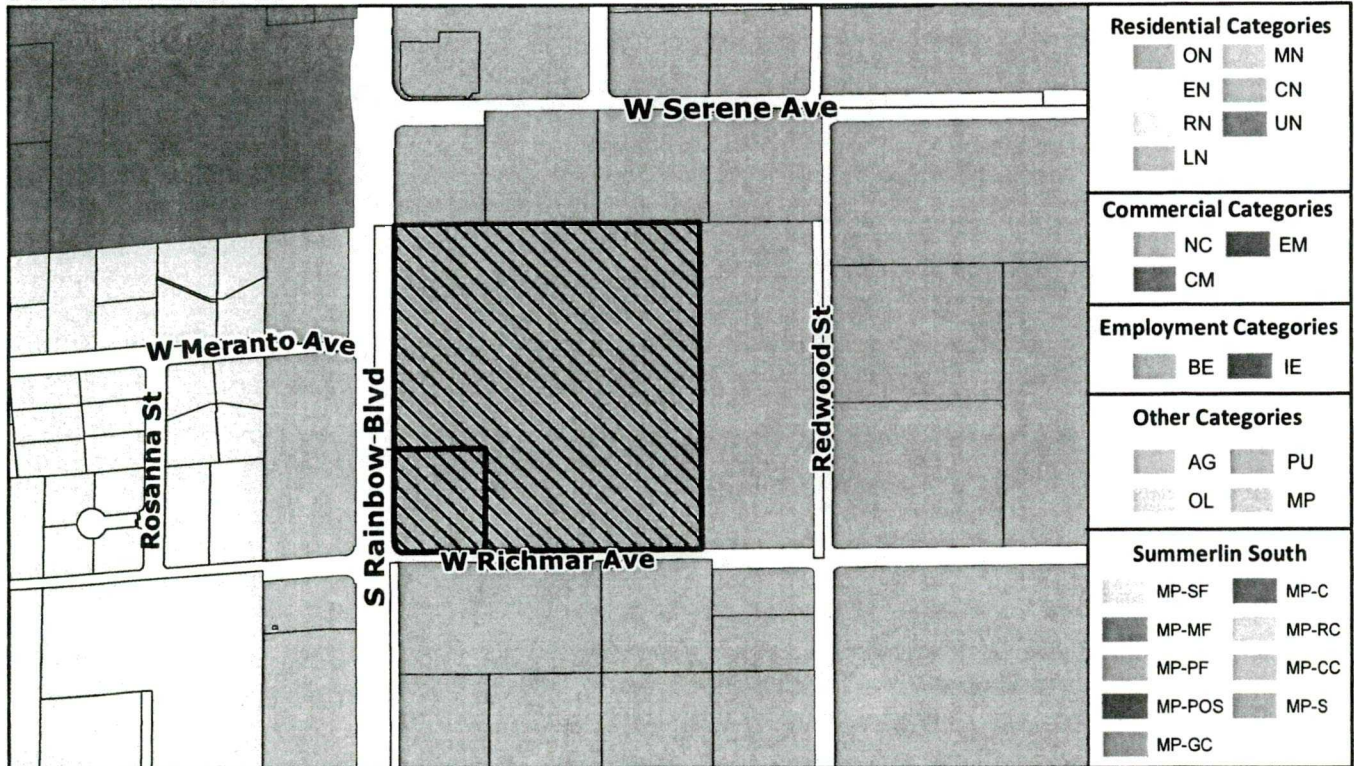
ZC-23-0045

Clark County Department of Comprehensive Planning, Clark County, Nevada

## ZONING



## PLANNED LAND USE



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

Subject Parcel(s)  
17623301008  
17623301023



0 125 250 500 Feet  
Map Created on 2/7/2023







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.

  
\_\_\_\_\_  
Signature

1-17-24  
Date

Diane Scarcelli  
Printed Name



AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)  
COUNTY OF CLARK) SS:

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

Account #  
Order ID

104095  
307019

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

01/10/2024, 01/17/2024

*Leslie McCormick*

LEGAL ADVERTISEMENT REPRESENTATIVE

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

Notary

*Linda Espinoza*



**ORDINANCE NO. 5093**

**AN ORDINANCE TO ADOPT A DEVELOPMENT AGREEMENT WITH CP LOGISTICS OASIS, LLC FOR AN INDUSTRIAL DEVELOPMENT ON 19.9 ACRES, GENERALLY LOCATED NORTH OF RICHMAR AVENUE AND EAST OF RAINBOW BOULEVARD 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 James B. Gibson on the 20th day of December 2023 and passed on the 3rd day of January 2024, by the following vote of the Board of County Commissioners:

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

Nay:None  
Abstaining:None  
Absent:None

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

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

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

