

Application for a Development Agreement

For

St. James Village

Prepared For:

St. James Village, Inc.

Prepared By:

KRATER CONSULTING Group, PC

A Nevada professional corporation
1165 Mount Rose Street
Reno, Nevada 89509
(775) 815-9561

September 8, 2023

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Supporting Letter

September 7, 2023

Via Hand Delivery

Dave Solaro
Assistant County Manager | Community Services
Washoe County
1001 E. Ninth Street, Bldg A
Reno, Nevada 89512

**Re: Development Agreement for St. James's Village to Provide
for an Extension of Time
Our File No. 90.8011**

Dear Mr. Solaro:

We respectfully request that Washoe County take action to approve the enclosed Development Agreement to grant an extension of time on the approved Tentative Map for St. James's Village, Tentative Map Case Number TM 05-2-92. St. James's Village consists of approximately 1,626 acres, located south of Galena Forest, and was originally approved for 530 residential lots. With construction of the I-580- freeway, 467 lots are now contemplated.

On October 9, 2012, Washoe County and St. James's Village, Inc., (the "Landowner") entered into an agreement concerning the development of the land authorized by NRS 278.0201 and Article 814 of the Washoe County development code to provide an extension of time for the landowner to record the next in a series of final maps. Section 2.4 of the Development Agreement entitled "Further Extension," further extended the deadline to record the next in a series of final maps until October 16, 2020, in the event that the Pleasant Valley Sewer Interceptor and the I-580 Freeway Project "have not progressed to be consistent with the development of the property." On May 26, 2016, Washoe County notified the Landowner in writing that the extension to October 16, 2020 was granted. Subdivision Tract Map #5331 for St. James's Village was subsequently recorded on June 21, 2019, in the office of the Washoe County Recorder.

On October 7, 2021, the Washoe County Planning Commission granted an Extension of Time Request for Tentative Subdivision Map Case Number TMS-2-92 (St James Village) by approving an extension of time for expiration of the approval of the subdivision, for two years, from October 16, 2021, until October 16, 2023, in accordance with NRS 278.360.

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Caryn S. Tijsseling

Dane A. Littlefield

Rebecca Bruch*

**Of Counsel*



Two additional Final Maps for Units 1H (5 lots) and 2C (11 lots) have since been submitted to Washoe County since the last extension was granted. Sales in the Project have been strong in the past couple of years and the Landowner is excited about the opportunity to finally be able to build out the Project in accordance with Conditions of Approval. Unit 1H has been reviewed by the County and we understand that engineering is satisfied with the improvement plans and tract map.

However, we have not been able to get the Truckee Meadows Water Authority ("TMWA") to agree with us on a "Water Project" for either final map. TMWA has requested significant additional infrastructure to loop all of the existing lots and proposed lots in St. James's Village. TMWA's estimated cost for these improvements was approximately \$7,500,000 when their discovery was completed in February 2022. This equates to a per lot cost of over \$460,000, which is financially unfeasible.

The attached Development Agreement would provide for one more two-year extension of time such that the next final map in a series must be recorded by October 16, 2025. We are anxious to record the next two final maps for Units 1H and 2C as soon as possible.

Justification for this requested extension of time is as follows:

1. The tentative map was originally approved by Washoe County with an approved water "Tree" system that was deemed acceptable by the Washoe County Water Resources Department. The tree system called for separate water lines running down St. James's Parkway and Joy Lake Road. In the event of an emergency, Washoe County Water Resources was ready and capable to provide bottled water as needed until repairs could be completed, typically in no more than 1 to 2 days. This system was deemed adequate from a public safety and fire department standpoint as looping the system for a fairly small number of homes would have had a negative benefit to cost ratio. Thus both the upfront cost and long term operational cost to maintain a looped system would be greater than the value of the long term benefits. In addition, looping would entail constructing a water line across Browns Creek through a steep ravine area, an environmentally sensitive area.
2. With development of Sierra Reflections that adjoins St. James's Village, looping will ultimately occur. When the I-580 freeway was built, NDOT installed large conduit sleeves underneath the freeway at Browns Creek to accommodate a future water line whereby the new water line would simply be inserted through the sleeve. In addition, the existing underpass at St. James's Parkway will allow two points of connection, one to the Joy Lake tree system and another to the St. James's Parkway tree system.
3. Washoe County Water Resources merged with the TMWA on December 31, 2014. Per TMWA's website:
12/31/14: TMWA Completes Consolidation With Washoe County Water Resources and South Truckee Meadows General Improvement District

The consolidation of Washoe County Department of Water Resources (“WCDWR”) and South Truckee Meadows General Improvement District (“STMGID”) into TMWA was completed on December 31, 2014. All three water utilities have been working on consolidation for over five years and have completed all due diligence efforts, including employee transition, financial and customer service.

*As directed by Nevada State Legislature, the goals of the water utility consolidation are to achieve lower cost of service while also allowing for a “conjunctive use” approach to the area’s water-resource management. **Also, no customer group will be negatively impacted. (Emphasis added.)***

We disagree that no customer group will negatively impacted as a cost of over \$460,000 per lot for the 16 lots contained within the submitted final maps for Units 1H and 2C is simply not feasible. And, even spreading the \$7,500,000 cost over the remaining 240 planned final map lots (211 lots previously mapped with approved final maps) will add over \$30,000 to the cost of each lot that will negatively impact lot sales. We had approval from the WCDWR for a tree system, but now have to be able to negotiate with TMWA on a financially feasible method to loop the Project both initially with the two final maps under review and with build out of St. James’s Village.

4. Water Facilities and Systems Studies to Date. – We completed a major water study in the fall of 2021 that was prepared by Lumos Associates. This study was critical to understanding the overall water system for both St. James’s Village as the study focused of the viability and sustainability of the wells and tanks within St. James’s Village that form the backbone of the overall Project water system. Coupled with the previous major flow test of an adjoining water well (10-day pumping test) to better determine the long-term ability of the local groundwater system to accommodate the Project, we now have a basis to begin a study of the future combined St James’s Village/Sierra Reflections system that will include TMWA’s required looping. The Lumos study does clearly show that the St. James’s wells will provide for long term sustainability if operated in accordance with the study recommendations.
5. A hearing is scheduled for November 9, 2023, *per an* “Order Setting Hearing On Petition For Judicial Review” in Washoe County District Court, Department 8. (Attached). Due to the inability to negotiate a water project that is financially feasible to the Ownership Group, a legal settlement was the only remaining option moving forward and we are hopeful for a more favorable outcome. This hearing is hopefully the final step in a lengthy process that began back in March 2022 when we first appealed TMWA staff’s request for looping and other Project impactful requirements to TMWA’s hearing officer, followed by an appeal to TMWA’s Board in July 2022.

In summary, the TMWA water project issue is the remaining item to be resolved and the current expiration date is such that said issue will remain outstanding on October 16, 2023. However, we are confident that the granting of our request and approval and recordation of the enclosed Development Agreement will ensure the best possible Project and allow development of St. James’s Village to move towards final completion. Thank you for your help on this matter and

Dave Solaro
September 7, 2023
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please do not hesitate to contact me with any questions. We look forward to moving this project forward for the betterment of the county.

Sincerely,

A handwritten signature in blue ink, appearing to read "D.R. Brown". The signature is fluid and cursive, with the first name "D.R." and the last name "Brown" clearly distinguishable.

Douglas R. Brown

DRB/sgd
Enclosure

c: Fred Woodside, St. James Village, Inc.
Kenneth Krater, P.E., Krater Consulting Group, PC

1 **CODE 3242**

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6 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
7 **IN AND FOR THE COUNTY OF WASHOE**

8
9 **ST. JAMES'S VILLAGE, INC., a**
10 **Nevada Corporation,**
11 **Petitioner,**

Case No. CV22-01811
Dept. No. 8

12 **vs.**

13 **TRUCKEE MEADOWS WATER**
14 **AUTHORITY, a joint powers authority**
15 **under NRS 277,**
16 **Respondent.**

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ORDER SETTING HEARING ON PETITION FOR JUDICIAL REVIEW

Before the Court is Petitioner St. James's Village, Inc.'s *Petition for Judicial Review*, filed November 8, 2022. Respondent Truckee Meadows Water Authority's *Answering Brief* was filed April 7, 2023, Petitioner's *Reply Brief* was filed May 8, 2023 and the *Petition* was submitted for the Court's decision on May 12, 2023.

Petitioner's *Notice of New Nevada Law and Supplement of Reply Brief in Support of Petition for Judicial Review* was filed June 20, 2023, Respondent's *Response to Petitioner's Supplement to Reply Brief* was filed July 7, 2023, Petitioner's *Reply* was filed July 14, 2023 and this matter was submitted for decision July 14, 2023.

The Court, having reviewed the *Petition* and subsequent pleadings, finds good cause to set a hearing.


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IT IS HEREBY ORDERED that an IN-PERSON hearing regarding the *Petition for Judicial Review* is set to take place November 9, 2023, at 11:00 a.m. in Department Eight.

IT IS SO ORDERED.

DATED this 19th day of July 2023.



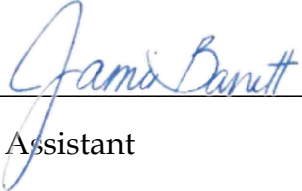
BARRY L. BRESLOW
District Judge

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CERTIFICATE OF SERVICE

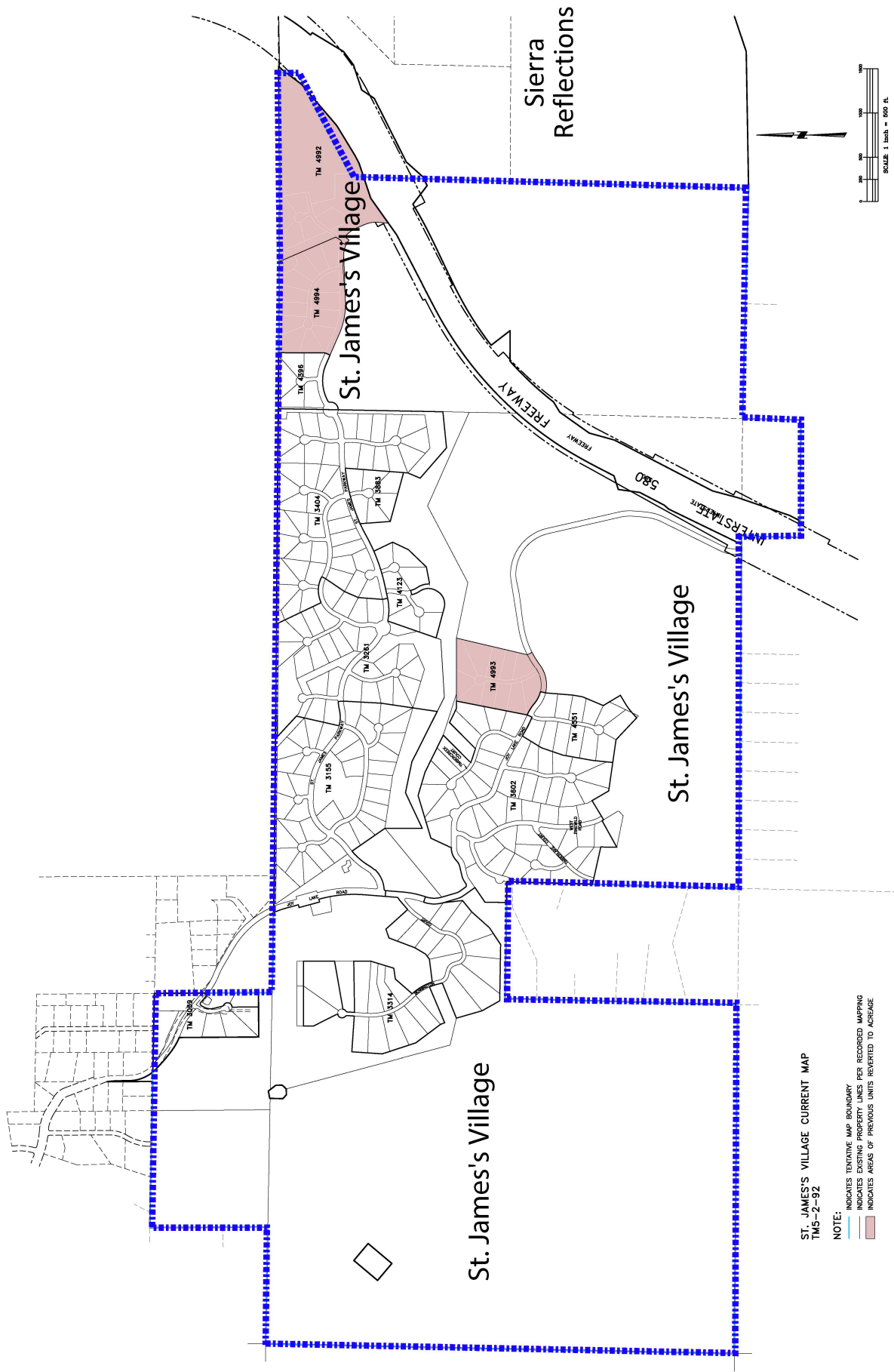
Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe; that on this 19th day of July 2023, I electronically filed the foregoing with the Clerk of the Court electronic filing system, which will send notice of electronic filing to the following:

- TIMOTHY A. LUKAS, ESQ.
- EVAN J. CHAMPA, ESQ.
- MATTHEW C. ADDISON, ESQ.
- STEFANIE MORRIS, ESQ.



Judicial Assistant

Location Map/Site Plan



ST. JAMES'S VILLAGE CURRENT MAP
TMS-2-92

- NOTE:
- INDICATES TENTATIVE MAP BOUNDARY
 - INDICATES EXISTING PROPERTY LINES PER RECORDED MAPPING
 - INDICATES AREAS OF PREVIOUS UNITS REVERTED TO ACREAGE

Washoe County Development Application

Washoe County Development Application

Your entire application is a public record. If you have a concern about releasing personal information, please contact Planning and Building staff at 775.328.6100.

Project Information		Staff Assigned Case No.: _____	
Project Name:			
Project Description:			
Project Address:			
Project Area (acres or square feet):			
Project Location (with point of reference to major cross streets AND area locator): St. James Village is located on the south end of Joy Lake Road and includes Saint James Parkway. The project is generally located northwest of the I-580 Freeway.			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
Multiple - See attached.			
Indicate any previous Washoe County approvals associated with this application: Case No.(s). TM5-2-92, DA12-001, Extension of Time Request for Tent. Sub. Map Case # TM5-2-92			
Applicant Information (attach additional sheets if necessary)			
Property Owner:		Professional Consultant:	
Name: ST JAMES'S VILLAGE INC		Name: Krater Consulting Group, PC	
Address: 4100 JOY LAKE RD		Address: 1165 Mount Rose Street	
Reno, NV	Zip: 89511	Reno, NV 89509	Zip:
Phone: (775) 849-9070	Fax:	Phone: (775) 815-9561	Fax:
Email: fred.woodside@att.net		Email: ken@kcgnev.com	
Cell: (775) 722-1499	Other:	Cell: (775) 815-9561	Other:
Contact Person: Fred Woodside		Contact Person: Ken Krater	
Applicant/Developer:		Other Persons to be Contacted:	
Name: ST JAMES'S VILLAGE INC		Name:	
Address: 4100 JOY LAKE RD		Address:	
Reno, NV	Zip: 89511		Zip:
Phone: (775) 849-9070	Fax:	Phone:	Fax:
Email: fred.woodside@att.net		Email:	
Cell: (775) 722-1499	Other:	Cell:	Other:
Contact Person: Fred Woodside		Contact Person:	
For Office Use Only			
Date Received:	Initial:	Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

St. James Village - Assessor Parcel Numbers
(Excludes recorded residential lots)


APN#	Acreage
046-080-40	15.29
046-060-45	185.18
046-060-47	23.63
046-131-24	6.52
046-132-06	6.013
046-133-15	7.308
046-133-17	9.94
046-180-12	439.754
046-180-14	7.797
046-180-15	44.08
154-011-07	66.026
156-040-09	57.028
156-040-10	43.854
156-040-14	175.21
156-040-15	85.82
156-111-23	19.48
156-141-04	34.26
	1227.19

**CORPORATE RESOLUTION AND AUTHORIZATION OF CORPORATE
REPRESENTATIVE OF ST. JAMES VILLAGE, INC.**

The Board of Directors of St. James Village, Inc., a Nevada corporation (the "Corporation") through its Board of Directors hereby resolves and authorizes Frederick D. Woodside to act as the authorized agent of the Corporation to execute on behalf of the Corporation any and all real estate related documents, including but not limited to: (1) execution of documents from a state or local regulatory agency for land use, entitlements or water use; or (2) execution of documents related to the sale of individual lots at St. James Village. This authorization does not extend to the bulk sale of the St. James Village lots.

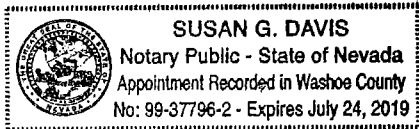
Dated March 4, 2019


ST. JAMES VILLAGE, Inc., a Nevada corporation

By: 
Ghassan Al Dahlawi, Chairman and President

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on March 4, 2019 by Ghassan Al Dahlawi, as Chairman and President of St. James's Village, Inc.




Notary Public

Draft Development Agreement

AGREEMENT

THIS AGREEMENT (“Agreement”) is made by and between **ST. JAMES’S VILLAGE, INC.**, a Nevada corporation (the “Landowner”), and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, (“County”).

1. GENERAL.

1.1 Property. The Landowner is the owner of real property located in Washoe County, Nevada consisting of approximately 1,626 acres in Pleasant Valley (the “Property”) as more particularly described in Exhibit A, attached hereto.

1.2 Tentative Map. The Property has an approved tentative map for 530 residential lots known as Tentative Subdivision Map Case File No. TM 5-2-92 (St. James's Village)(the "Tentative Map"). Said approval was granted by the Board of County Commissioners on August 18, 1992. Final maps for 256 residential lots have been recorded with 3 reverted final maps consisting of 29 residential lots for a total of 227 residential lots recorded to date. Landowner has been filing final maps in a series as authorized by NRS 278.360 (1) (a). The development of the Property must be conducted pursuant to the provisions of the Tentative Map and the Washoe County Development Code (the “Code”). Note that the construction of the freeway impacted a large number of planned residential lots. The current total number of residential lots at build out is now contemplated to be ±467 lots.

1.3 Previous Final Maps. Landowner has recorded 14 final maps in the office of the Washoe County recorder resulting in 256 legal residential lots being created for portions of the project consisting of the following Tract Maps: TM 3059, TM 3155, TM 3261, TM 3314, TM 3404, TM 3602, TM 3883, TM 4123, TM 4396, TM 4551, TM 4567, TM 4705, TM 4889, and TM 5331. Tract maps 4567, 4705, and 4889 were reverted in 2011 with a corresponding reduction of 29 recorded lots. Thus, there are 227 recorded residential lots within St. James’s Village.

1.4 Prior Development Agreements. On October 9, 2012, Washoe County and St. James’s Village, Inc., (the Landowner) entered into an agreement concerning the development of the land authorized by NRS 278.0201 and Article 814 of the Washoe County development code to provide an extension of time for the landowner to record the next in a series of final maps. Section 2.4 of the Development Agreement entitled Further Extension, further extended the deadline to record the next in a series of final maps until October 16, 2020, in the event that the Pleasant Valley Sewer Interceptor and the I-580 Freeway Project “have not progressed to be consistent with the development of the property”. On May 26, 2016, Washoe County notified the Landowner in writing that the extension to October 16, 2020, was granted. Subdivision Tract Map #5331 for St. James’s Village was subsequently recorded on June 21, 2019, in the office of the Washoe County Recorder.

On October 7, 2021, the Washoe County Planning Commission granted an Extension of Time Request for Tentative Subdivision Map Case Number TMS-2-92 (St James Village) by approving an extension of time for expiration of the approval of the subdivision, for two years, from October 16, 2021, until October 16, 2023, in accordance with NRS 278.360.

1.5 Next Final Map Requirement. Pursuant to NRS 278.360(1), unless the parties have entered into this agreement concerning the development of land authorized by NRS 278.0201, the Landowner must cause a final map (the “Final Map”) to be presented prior to the expiration of the current Extension of Time Request by October 16, 2023.

1.6 Circumstances Requiring an Extension of Time and Benefit to the County. Additional time is requested to work through several issues related to this development which benefits both the developer and County. Key issues include 1) Approval by the Truckee Meadows Water Authority of the Water Project for the next phase of development being Units 1H (five lots) and 2C (eleven lots) with additional detail as follows:

1.6.1 The tentative map was originally approved by Washoe County with an approved water “Tree” system that was deemed acceptable by the Washoe County Water Resources Department. The tree system called for separate water lines running down St. James’s Parkway and Joy Lake Road. In the event of an emergency, Washoe county Water Resources was ready and capable to provide bottled water as needed until repairs could be completed, typically in no more than 1 to 2 days. This system was deemed adequate from a public safety and fire department standpoint as looping the system for a fairly small number of homes would have had a negative benefit to cost ratio. Thus, both the upfront cost and long term operational cost to maintain a looped system would be greater than the value of the long term benefits. In addition, looping would entail constructing a water line across Browns Creek through a steep ravine area, an environmentally sensitive area.

1.6.2 With development of Sierra Reflections that adjoins St. James’s Village, looping will ultimately occur. When the I-580 freeway was built, NDOT installed large conduit sleeves underneath the freeway at Browns Creek to accommodate a future water line whereby the new water line would simply be inserted through the sleeve. In addition, the existing underpass at St. James’s Parkway will allow two points of connection, one to the Joy Lake tree system and another to the St. James’s Parkway tree system.

1.6.3 Washoe County Water Resources merged with the Truckee Meadows Water authority (TMWA) on December 31, 2014. Per TMWA’s website:

12/31/14: TMWA Completes Consolidation With Washoe County Water Resources and South Truckee Meadows General Improvement District

The consolidation of Washoe County Department of Water Resources (WCDWR) and South Truckee Meadows General Improvement District (STMGID) into Truckee Meadows Water Authority (TMWA) was completed on December 31, 2014. All three water utilities have been working on consolidation for over five years and have completed all due diligence efforts, including employee transition, financial and customer service.

*As directed by Nevada State Legislature, the goals of the water utility consolidation are to achieve lower cost of service while also allowing for a “conjunctive use” approach to the area’s water-resource management. **Also, no customer group will be negatively impacted. (Emphasis added).***

We disagree that no customer group will negatively impacted as a cost of over \$460,000 per lot for the 16 lots contained within the submitted final maps for Units 1H and 2C is simply not feasible. And, even spreading the \$7,500,000 cost over the remaining 240

planned final map lots (211 lots previously mapped with approved final maps) will add over \$30,000 to the cost of each lot that will negatively impact lot sales. We had approval from Washoe County Water Resource Department for a tree system but now have to be able to negotiate with TMWA on a financially feasible method to loop the project both initially with the two final maps under review and with build out of St. James's Village.

1.6.4 We completed a major water study in the fall of 2021 that was prepared by Lumos Associates. This study was critical to understanding the overall water system for both St. James Village as the study focused of the viability and sustainability of the wells and tanks within St. James's Village that form the backbone of the overall project water system. Coupled with the previous major flow test of an adjoining water well (10-day pumping test) to better determine the long-term ability of the local groundwater system to accommodate the project, we now have a basis to begin a study of the future combined St James's Village/Sierra Reflections system that will include TMWA's required looping. The Lumos study does clearly show that the St. James wells will provide for long term sustainability if operated in accordance with the study recommendations.

1.6.5 A hearing is scheduled for November 9, 2023, *per an* "Order Setting Hearing On Petition For Judicial Review" in Washoe County District Court, Department 8. (Attached). Due to the inability to negotiate a water project that is financially feasible to the Ownership Group, a legal settlement was the only remaining option moving forward and we are hopeful for a more favorable outcome. This hearing is hopefully the final step in a lengthy process that began back in March 2022 when we first appealed TMWA staff's request for looping and other project impactful requirements to TMWA's hearing officer, followed by an appeal to TMWA's Board in July 2022.

The parties believe it is in the public interest to enter into this Agreement and provide, among other matters, additional time to design and establish phasing and financing for the infrastructure and construction of the development.

2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

2.1 Compliance with NRS 278.0201 and Code. This Agreement is an agreement concerning the development of land under NRS 278.0201 and Article 814 of the Code. The Landowner is the owner of fee title to the Property, and therefore has a legal interest in the Property. In compliance with NRS 278.0201(1), the following covenants, terms and conditions are set forth:

2.1.1. The land which is subject to this Agreement is approximately 1,626 acres in Pleasant Valley, more particularly described in Exhibit A: Legal Description.

2.1.2. The duration of this Agreement shall be for two (2) years from the date of signing by the Board of County Commissioners, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement.

2.1.3. This agreement shall terminate and all original conditions of approval for TM05-2-92 shall be in full force and effect upon recordation of the final map or the first final map in a series. Changes in federal, state or county law concerning public

health, safety or welfare will apply to any final map or other permit. Final maps must then be filed in accordance with NRS 278.360.

2.1.4. The permitted uses on the Property and the density or intensity of its use, are as provided in the Tentative Map and the Code. The permitted use of the Property pursuant to the Tentative Map is a 530-lot single family dwelling development on 1,626 acres, which complies with the Property's land use designation.

2.1.5. The maximum height and size of the proposed buildings will comply with the Tentative Map.

2.1.6. The provisions for the dedication of any portion of the Property for public use are as provided in the Tentative Map and the Code.

2.1.7. Terms and conditions relating to construction and financing of necessary public improvements and facilities are in accordance with and as provided for in the Tentative Map and the Code, and will also be in accordance with any subdivision improvement agreements for future final maps.

2.1.8. Phasing and deadline dates for project grading and development with information on required bonding or other acceptable guarantees of performance and completion (Article 110.610 Washoe County Development Code) for each development phase or stage will be addressed with the submittal of each final map.

2.1.9 The next final map, to be a minimum of five lots, shall be recorded on or before the date of expiration of this Agreement. All successive final maps, if the Landowner chooses to record in a series, must include a minimum of five lots. Unless otherwise provided herein, the deadlines for any final maps shall be governed by NRS 278.360.

2.1.10 Development standards for the Project are set forth in the conditions and requirements of the Tentative Map, the Board of County Commission's Action Order dated May 5, 2006, attached hereto as Exhibit B, and future final maps.

2.2 Code and Changes to the Law. The parties agree that changes in federal, state or county law concerning public health, safety or welfare will apply to any final map or other permit.

2.3 Public Notice. Any and all public notices required to be given in connection with this amendment to the Prior Agreements shall be given in accordance with Section 110.814.25 of the Code.

2.4 Assumption of Risk. The Landowner acknowledges and agrees that the Landowner is proceeding voluntarily and at its own risk in entering into this Agreement and without advice, promises or guarantees of any kind from the County, other than as expressly set forth herein. The Landowner waives any claims for damages against the county that might arise out of, or relate to, a subsequent court determination that this Agreement or any provision in it is invalid and/or unenforceable, including any claim based on NRS 278.0233(1) regarding the requirements, limitations, or conditions imposed pursuant to this Agreement.

2.5 Default and Termination of Agreement. This Agreement shall become null and void, in the event of noncompliance with any term or deadline set forth in this Agreement if the breaching party fails to fully cure such noncompliance after reasonable written notice and opportunity to cure, and all proceedings concerning the Tentative Map shall be terminated, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of termination of this Agreement.

3. MISCELLANEOUS PROVISIONS.

3.1 Time is of the Essence. Time is of the essence of this Agreement.

3.2 Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

3.3 Assignability of the Agreement. This Agreement shall be binding upon and inure to the benefit of all future successors in interest of the Property as described in Exhibit A (Legal Description), and the successor shall assume the duties and obligations under this Agreement.

3.4 Entire Agreement. This Agreement is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

3.5 Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Nevada. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada and venue for any action shall be solely in state district court for Washoe County, Nevada.

3.6 Days of Week. If any date for performance herein falls on a Saturday, Sunday or holiday, pursuant to the laws of the State, the time for such performance shall be extended to 5:00 p.m. on the next business day.

3.7 Written Amendments. Amendments to this Agreement shall be defined as changes which are not in substantial compliance with the Tentative Map and this Agreement. Amendments, if any, shall be approved as provided in NRS 278.0205. Changes hereto which are in substantial compliance with the overall Tentative Map and this Agreement may be requested by Owners and approved or denied by the Director of Community Development. The Director of Community Development shall also decide whether or not a proposed change is in substantial compliance with the overall Tentative Map. The Owners may appeal an adverse decision by the Director of Community Development to the Board of County Commissioners by written notice filed with the Director of Community Development, if filed within twenty (20) days of receipt of the notice of the

adverse decision unless an appeal to the Board of Adjustment is required to occur first. No oral statements or representations subsequent to the execution hereof by either party are binding on the other party, and neither party shall have the right to rely on such oral statements or representations.

3.8 Future Cooperation. Each party shall, at the request of the other, at any time, execute and deliver to the requesting party all such further instruments as may be reasonably necessary or appropriate in order to effectuate the purpose and intent of this Agreement.

3.9 Third Party Beneficiary Rights. This Agreement is not intended to create any third-party beneficiary rights in any person not a party hereto.

3.10 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently. The parties have equal bargaining power and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of the Agreement, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist, or against the draftsmen.

3.11. Counterparts. This instrument may be executed in two or more counterparts, which, when taken together, shall constitute one and the same instrument. Any signature page of this instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto, but having attached to it one or more additional signature pages.

[Signatures appear on following page]

[Signature page to Development Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above last written below.

LANDOWNER:

ST. JAMES'S VILLAGE, INC., a Nevada CORPORATION

By: _____

Date: _____

Name: _____

Title: _____

COUNTY:

COUNTY OF WASHOE, a political subdivision of the State of Nevada, by its BOARD OF WASHOE COUNTY COMMISSIONERS

By: _____
_____, Chairman

Date: _____

ATTEST:

_____, County Clerk

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

 This instrument was acknowledged before me on _____, 20____, by
_____ as a _____ of St. James’s Village, Inc., a Nevada corporation.

My Commission Expires: _____

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

 This instrument was acknowledged before me on April _____, 2009, by
_____, as Director of Community Development, County of Washoe.

Notary Public
My Commission Expires: _____

Exhibit "A"

LEGAL DESCRIPTION OF PROJECT PROPERTY

DESCRIPTION
FOR
ST. JAMES'S VILLAGE DEVELOPMENT AGREEMENT

All those portions of Sections 13 and 14 lying west of the westerly right of way line of Interstate 580, T.17N., R.19E., M.D.M.;

Excepting therefrom all those areas within the following the recorded maps:

Tract Maps 3155, 3261, 3404, Parcel Maps 3243 and 3244, Tract Maps 3602, 3883, 4123, 4396, 4551, and 5331.

Exhibit “B”

Action Order

Signed Application for Alternate Materials & Methods



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT FIRE PREVENTION DIVISION

3663 Barron Wy
Reno, NV 89511
775.326.6000

APPLICATION FOR ALTERNATE MATERIALS AND METHODS

		DATE 01/25/23
PROJECT NAME St. James's Village	PROJECT ADDRESS 4100 Joy Lake Road, Reno NV 89511	PERMIT OR APP. NO.
OWNER'S NAME St. James's Village, Inc.	OWNER'S ADDRESS 4100 Joy Lake Road, Reno NV 89511	PHONE (775) 849-9070
TENANT'S NAME <i>(If other than owner)</i> N/A	TENANT'S ADDRESS	PHONE
APPLICANT'S NAME <i>(Not company name)</i> <i>Please Print</i> Fred Woodside	APPLICANT'S ADDRESS 4100 Joy Lake Road, Reno NV 89511	PHONE (775) 849-9070
RELATIONSHIP OF APPLICANT TO PROJECT AND COMPANY NAME		FIRE DISTRICT EMPLOYEE FAMILIAR WITH PROJECT Dale Way
<p>Pursuant to Section 104.9 of the International Fire Code, a request is hereby made to the Deputy Fire Chief – Fire Code Official for an alternate material and method from Section <u>507.1</u> of the Fire Code, which requires that:</p> <p>The Alternate Materials & Methods (AM&M) request is to reduce or minimize the water supply demands and ensure that the demand is not increased to complete the development of homes.</p>		
<p>I request your acceptance of: <i>(Use attachments if necessary)</i></p> <p>All building permits for residential buildings or recreational buildings associated with the development, that are submitted after the date of approval of this AM&M request shall have an approved automatic sprinkler system installed in accordance with IFC requirements. Building plans submitted for permitting shall reflect this requirement.</p>		
<p>I believe this proposal complies with the intent of the code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in the Fire Code in quality, strength, effectiveness, fire resistance, durability, and safety because: <i>(Use attachments if necessary)</i></p> <p>I believe that this provides an equal or increased level of protection to the community rather than expanding the existing water supply. As approved, automatic sprinkler systems are proven to reduce the likelihood of a significant fire in residential occupancies, as well as reduce the potential loss of human life and minimize the amount of water needed to control and suppress fires within the built environment.</p>		
<p><i>Fredrick D. Woodside</i> _____ IF THE APPLICANT IS NOT THE OWNER OR THE OWNER'S ARCHITECT OR ENGINEER, THEN THE OWNER'S SIGNATURE MUST APPEAR ON THE LINE ABOVE</p>		<p><i>Authorized Agent</i> _____ TITLE</p>
<p style="text-align: center;">DECISION OF THE DEPUTY FIRE CHIEF – FIRE CODE OFFICIAL</p> <p><input type="radio"/> Approved</p> <p><input type="radio"/> Approved with Stipulations</p> <p><input type="radio"/> Denied</p> <p>Stipulations:</p>		<p>ARCHITECT OR ENGINEERS SEAL</p>
DATE	DEPUTY FIRE CHIEF – Fire Code Official or authorized designee	

03/24/20 ldw

Fire Stamp for Unit 1H



"Fire Flow and Fire Hydrants Required"

Fire Flow required: 1125 **GPM**

Duration of flow: 1 **Hrs.**

Number of new Hydrants required: 3

This requirement is a condition of the final building size, height, placement, construction type and fire apparatus access road design.

01/15/2011

3/4/21

APPROVALS

ST. JAMES'S VILLAGE - UNIT 1H
FIRE FLOW CALCULATIONS

FIRE FLOW REQUIREMENT IS _____ GALLONS PER MINUTE
@ 20 PSI RESIDUAL PRESSURE FOR _____ HOURS.

BASED ON:

LOT SIZE 1.0 A.C.
BUILDING HEIGHT 32 FT
NUMBER OF STORIES 2 FLOORS

FULL AUTOMATIC FIRE SPRINKLER SYSTEM YES* NO

REVIEWED BY _____ DATE _____

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

* ALL DWELLING UNITS TO BE SPRINKLERED. THE MAXIMUM SQUARE FOOTAGE OF A DWELLING UNIT CANNOT EXCEED 7500 SF.

Original Tentative Map

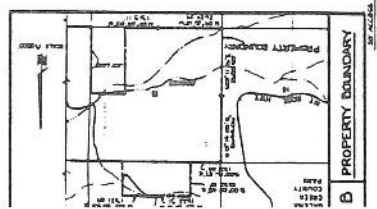
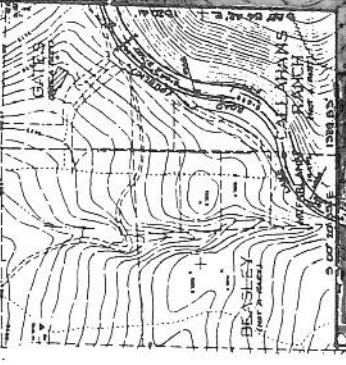
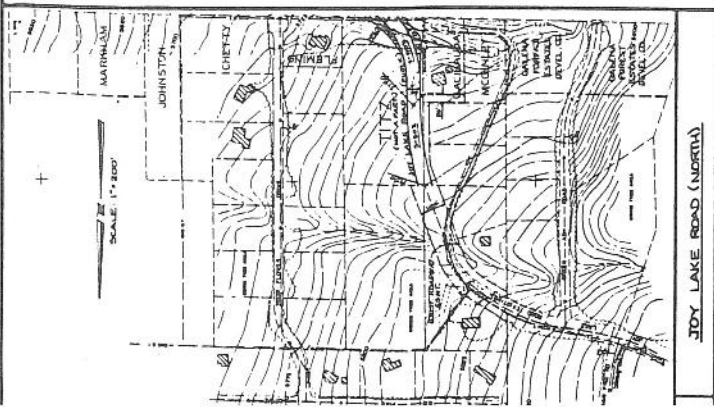


ST. JAMES'S VILLAGE TENTATIVE MAP
 WAUCHOPE COUNTY, GEORGIA

cfa
 PLANNING • ENGINEERING • SURVEYING
 LANDSCAPE ARCHITECTS

110 CORPORATE BLVD. WYOMING, OHIO 43082-1110 FAX (614) 795-1110

DATE: JANUARY 10, 2007
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO.: [Number]

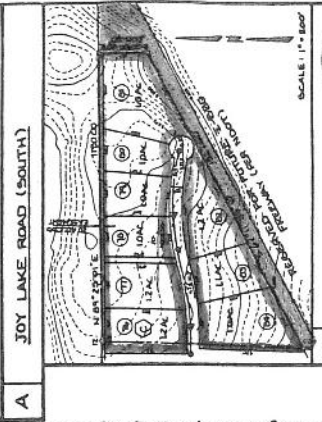
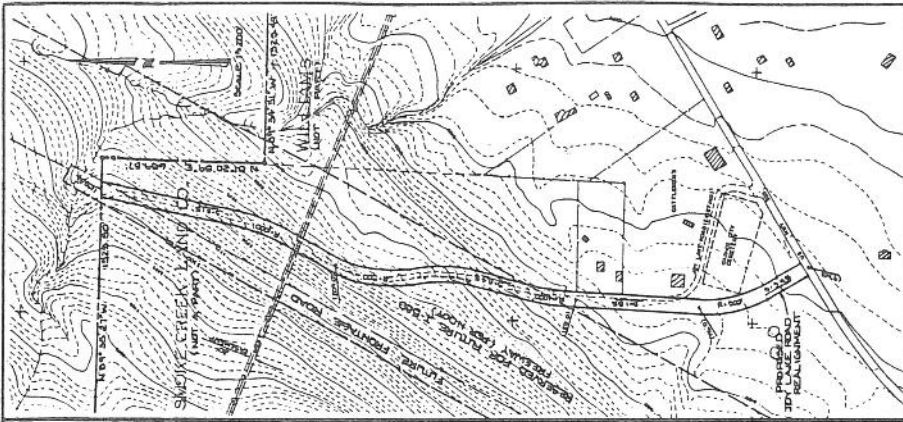


SEE INSET B FOR CONTINUATION OF JOY LAKE ROAD

SEE INSET C FOR CONTINUATION OF PROPERTY BOUNDARY

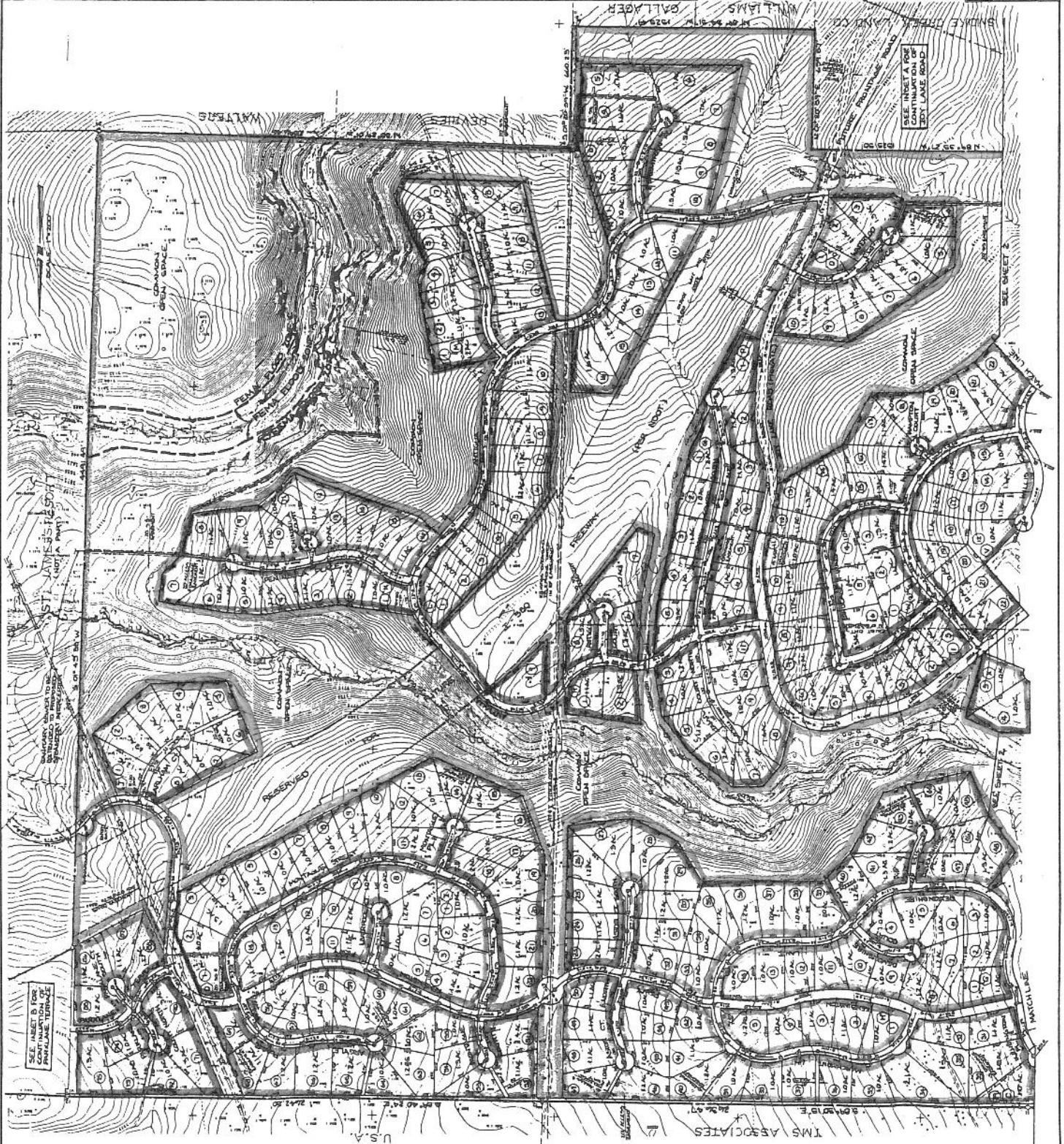


U.S.A.



ST. JAMES VILLAGE TOWN HOME MAP
 GRADING PLAN
 SCALE: 1" = 500'

cfa
 PLANNERS ENGINEERS ARCHITECTS SURVEYORS
 1100 CORPORATE BLVD. SUITE 2000, RENO, NV 89503 (702) 785-1188 FAX (702) 785-1188
 WWW.CFA-ARCH.COM



SEE INSET B FOR
 CONTINUATION OF
 PARKLANE TERRACE

SEE INSET A FOR
 CONTINUATION OF
 JOY LAKE ROAD

SEE SHEET
 MATCHLINE

SEE SHEET
 MATCHLINE

SEE SHEET
 MATCHLINE

SEE SHEET
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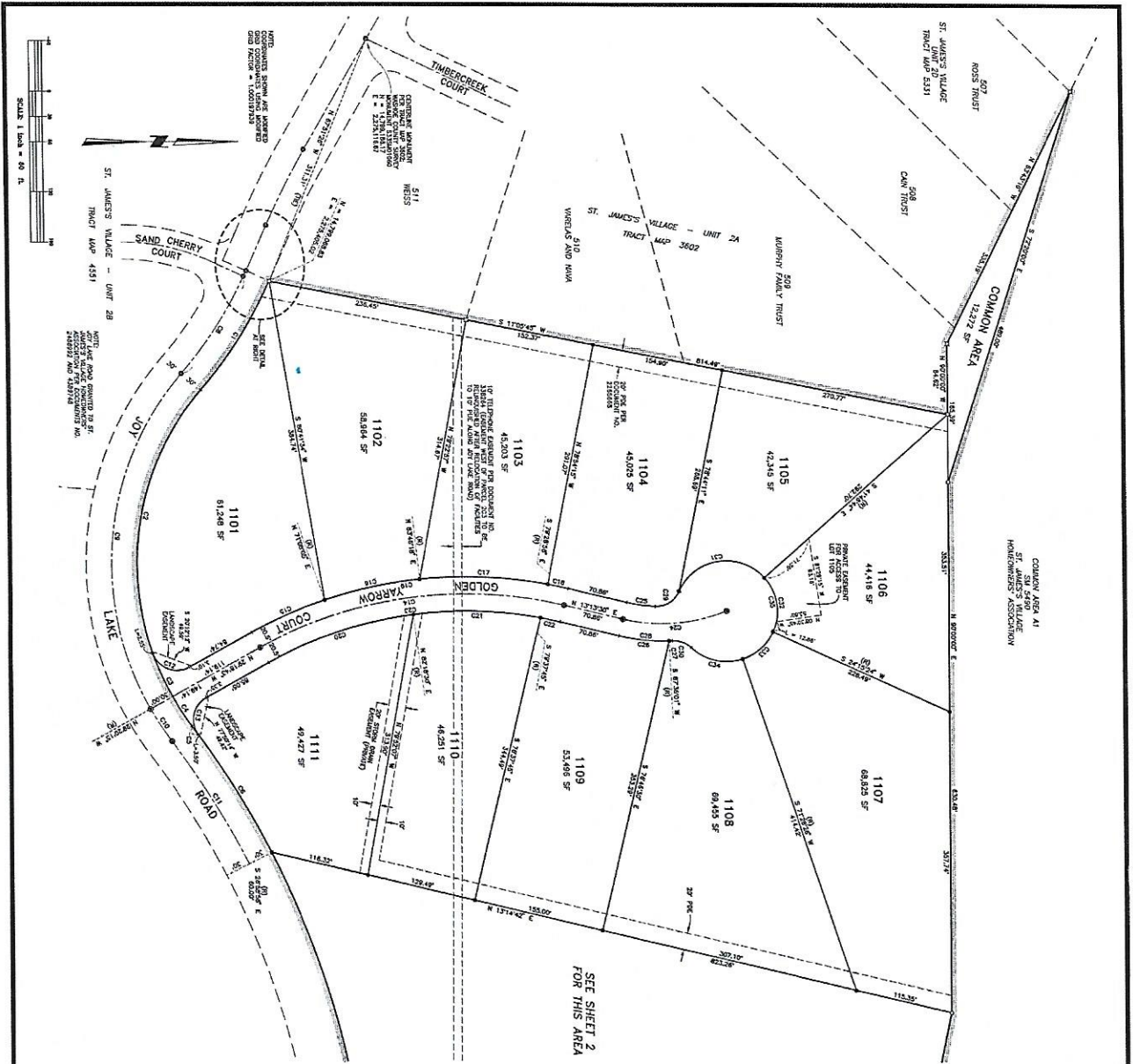
SEE SHEET
 MATCHLINE

SEE SHEET
 MATCHLINE

SEE SHEET
 MATCHLINE

TMS ASSOCIATES

**Final Maps Currently in Process
(Units 1H & 2C)**



LEGEND

- FOUND 5/8" REBAR WITH CAP "7.5 565"
- FOUND 5/8" REBAR WITH CAP "7.5 404"
- SET 5/8" REBAR WITH CAP "7.5 403"
- DIMENSION POINT-NOTHING SET
- BOUND LINE
- FOUND CENTERLINE MONUMENT, "7.5 565"
- CENTERLINE MONUMENT TO BE SET, "7.5 404"
- PUBLIC UTILITY EASEMENT
- EXISTING PROPERTY LINE
- EXISTING LINE AS NOTED
- CONDUIT
- TO BE TO MONUMENT UNDER LINE FOR BOUND SECTION OF COMMON AREA, SEE SHEET

CURVE TABLE

STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C2	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
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C4	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C5	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C6	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C7	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C8	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C9	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C10	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C11	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C12	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C13	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C14	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C15	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C16	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C17	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C18	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C19	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C20	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
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C22	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C23	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C24	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C25	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C26	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C27	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C28	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C29	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C30	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C31	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C32	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°
C33	182.30°	33.00'	33.00'	182.30°	33.00'	182.30°	33.00'	182.30°

TYPICAL LOT EASEMENTS

DETAIL

SCALE: 1" = 20'

OFFICIAL PLAT

ST. JAMES'S VILLAGE - UNIT 2C-2
A COMMON INTEREST COMMUNITY
SITING WITHIN SECTION 14,
RENO PARCEL 222 OF TRACT MAP 5331

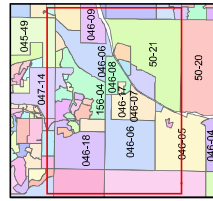
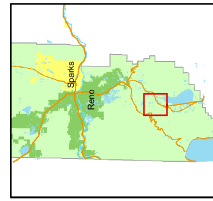
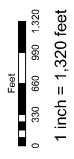
C&M ENGINEERING AND DESIGN, LTD.
SARLENO COMPANYTECH, DR. 3007 2008
RENO, NV 89502
PHONE: (775) 866-3111

NO. 100-008-23
DATE: 4/19/21
SHEET: 3 OF 3

Assessor Parcel Maps

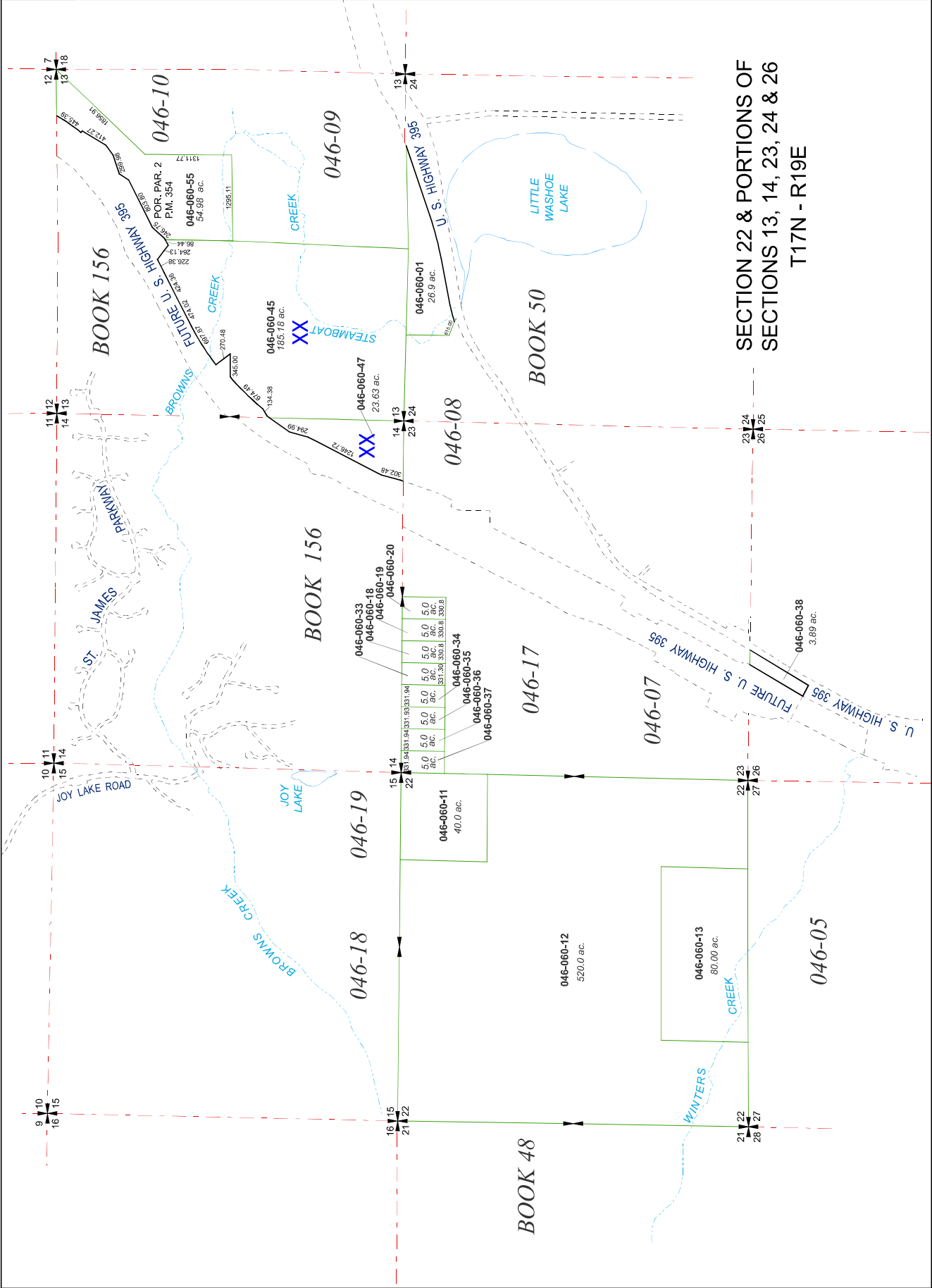
Assessor's Map Number
046-06

STATE OF NEVADA
WASHOE COUNTY
ASSESSOR'S OFFICE
Joshua G. Wilson, Assessor
1001 East Ninth Street
Building D
Reno, NV 89512
(775) 328-2331

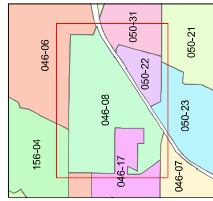
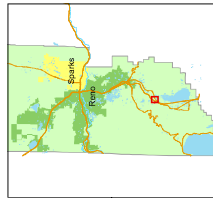
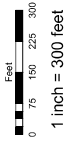


created by: KSB 12/15/09
last updated: _____
area previously shown on map(s):
045-25, 51 & 046-05, 10

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey. No warranty is made as to the sufficiency or accuracy of the data delineated hereon.



**SECTION 22 & PORTIONS OF
SECTIONS 13, 14, 23, 24 & 26
T17N - R19E**

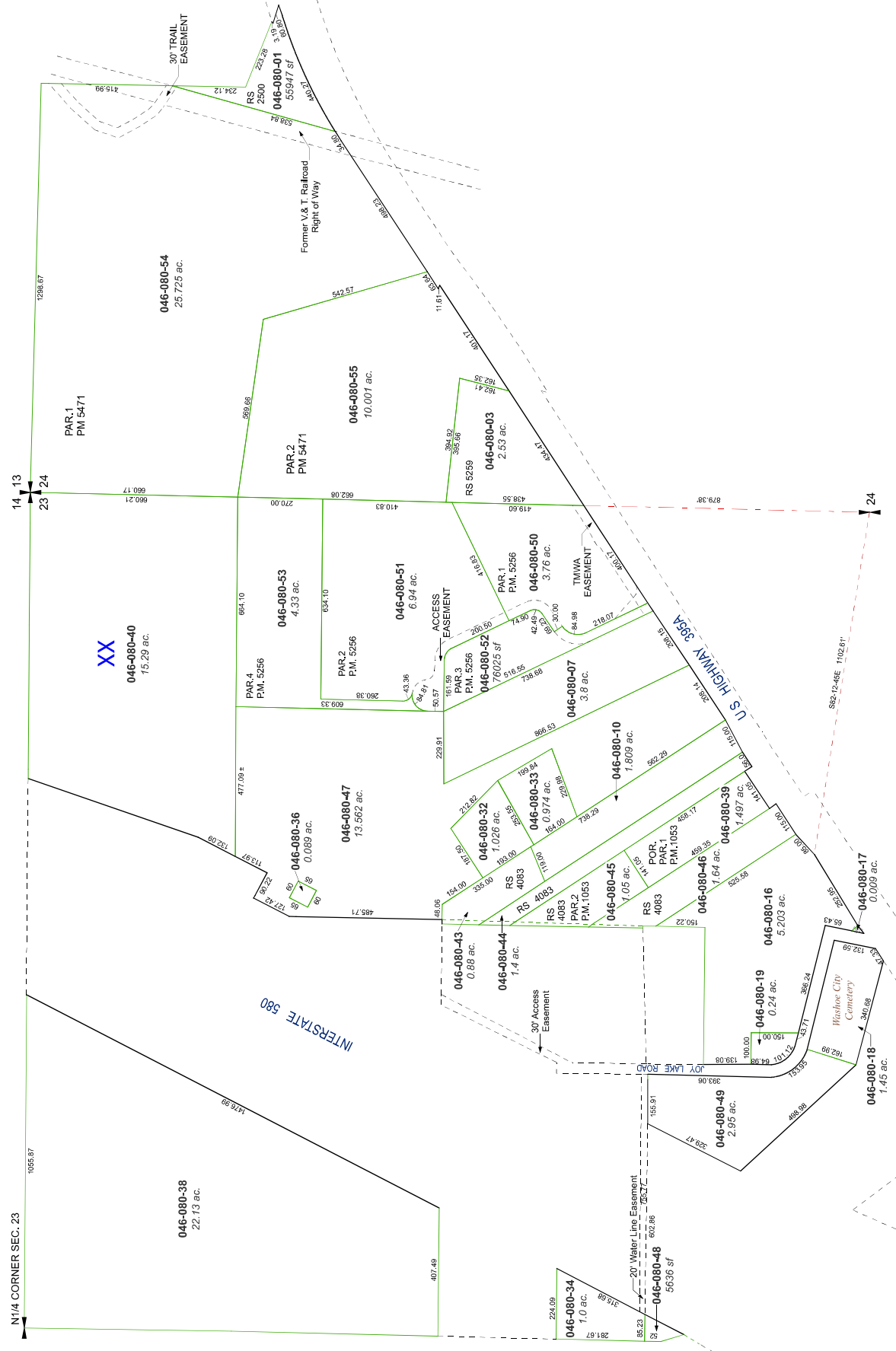


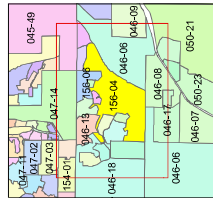
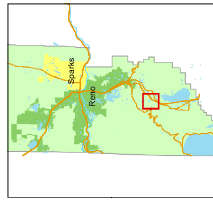
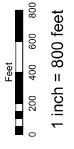
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updated: SR 11/02/16 SR 01/23/18
SR 07/01/20

area previously shown on map(s):

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey. No warranty is made as to the sufficiency or accuracy of the data delineated herein.

**PORTIONS OF SECTIONS 23 & 24
T17N - R19E**

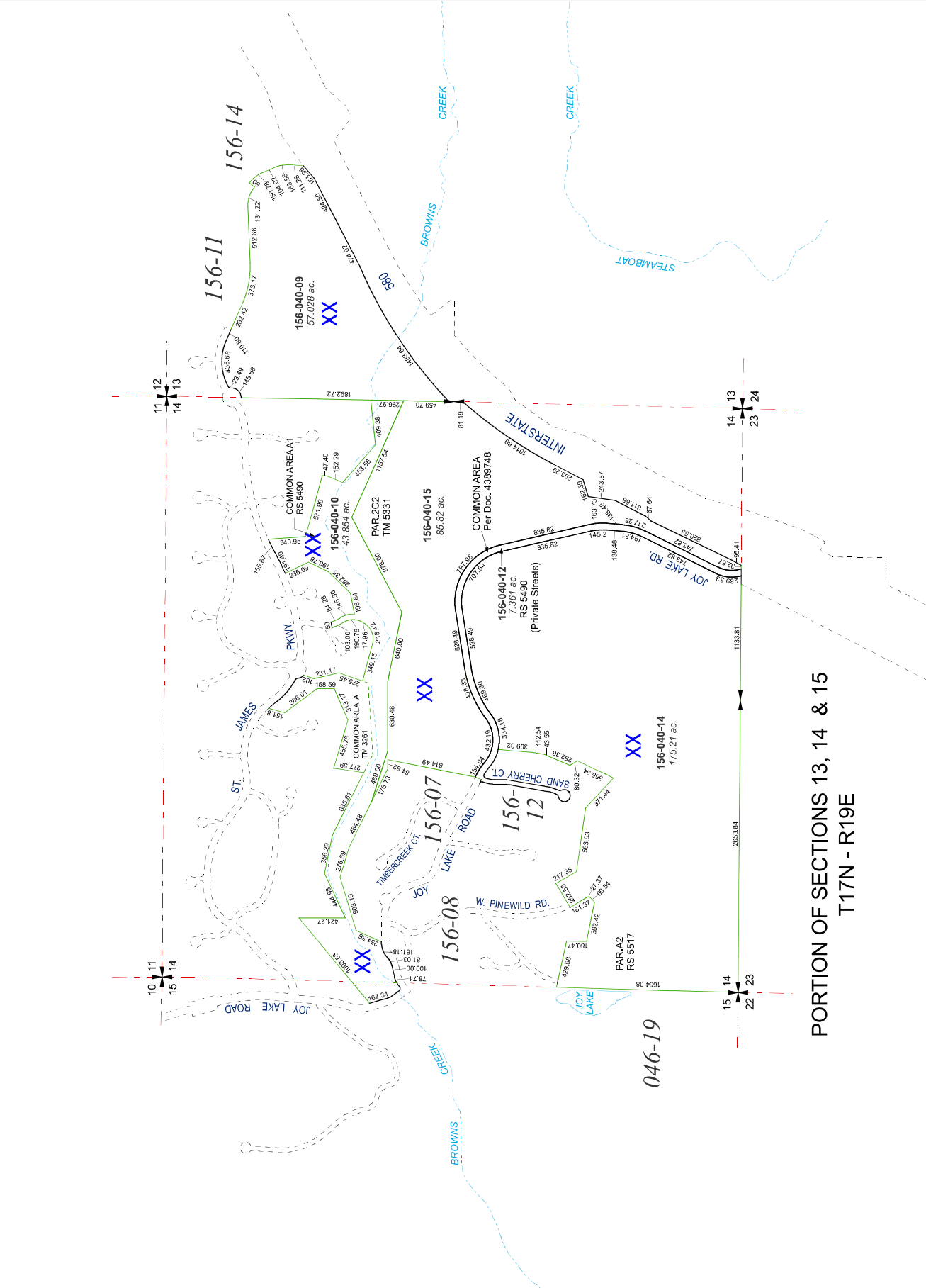




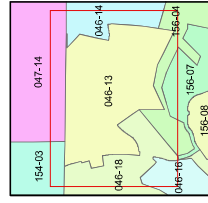
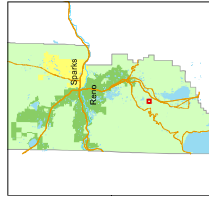
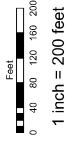
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area previously shown on map(s):
046-06

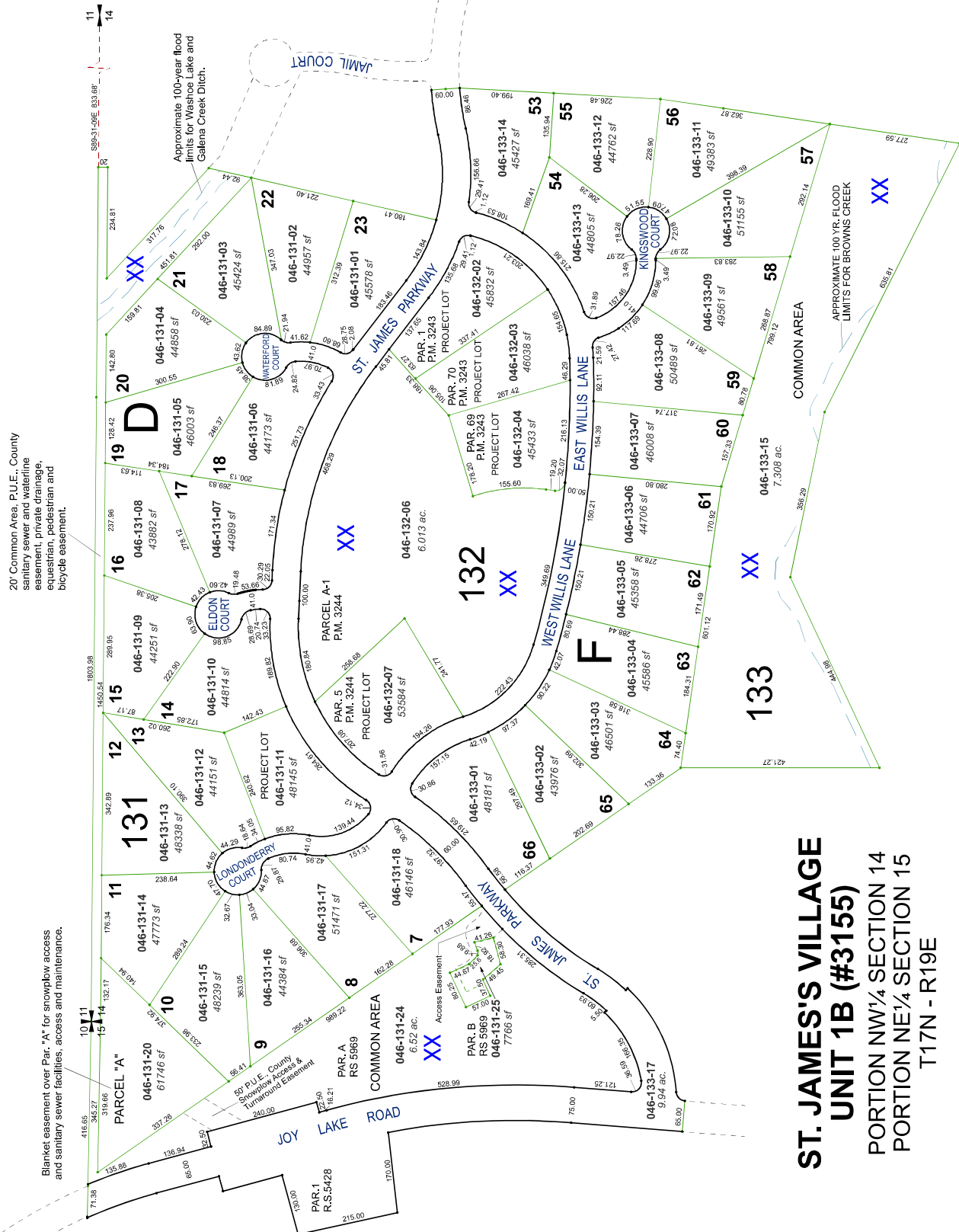
NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a warranty of any kind. No liability is assumed as to the sufficiency or accuracy of the data delineated herein.



**PORTION OF SECTIONS 13, 14 & 15
T17N - R19E**



NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey. No warranty is made or assumed as to the sufficiency or accuracy of the data delineated herein.



20' Common Area, P.U.E., County sanitary sewer and waterline easement, private drainage, equestrian, pedestrian and bicycle easement.

Blanket easement over Par. "A" for snowplow access and sanitary sewer facilities, access and maintenance.

Approximate 100-year flood limits for Washoe Lake and Galena Creek Ditch.

APPROXIMATE 100 YR. FLOOD LIMITS FOR BROWNS CREEK

COMMON AREA

COMMON AREA

COMMON AREA

COMMON AREA

COMMON AREA

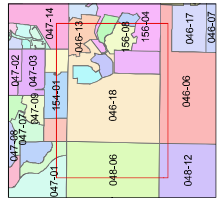
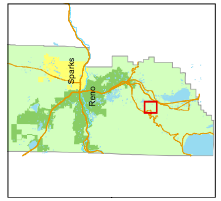
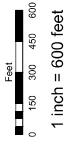
COMMON AREA

COMMON AREA

ST. JAMES'S VILLAGE
UNIT 1B (#3155)
PORTION NW¹/₄ SECTION 14
PORTION NE¹/₄ SECTION 15
T17N - R19E

Assessor's Map Number
046-18

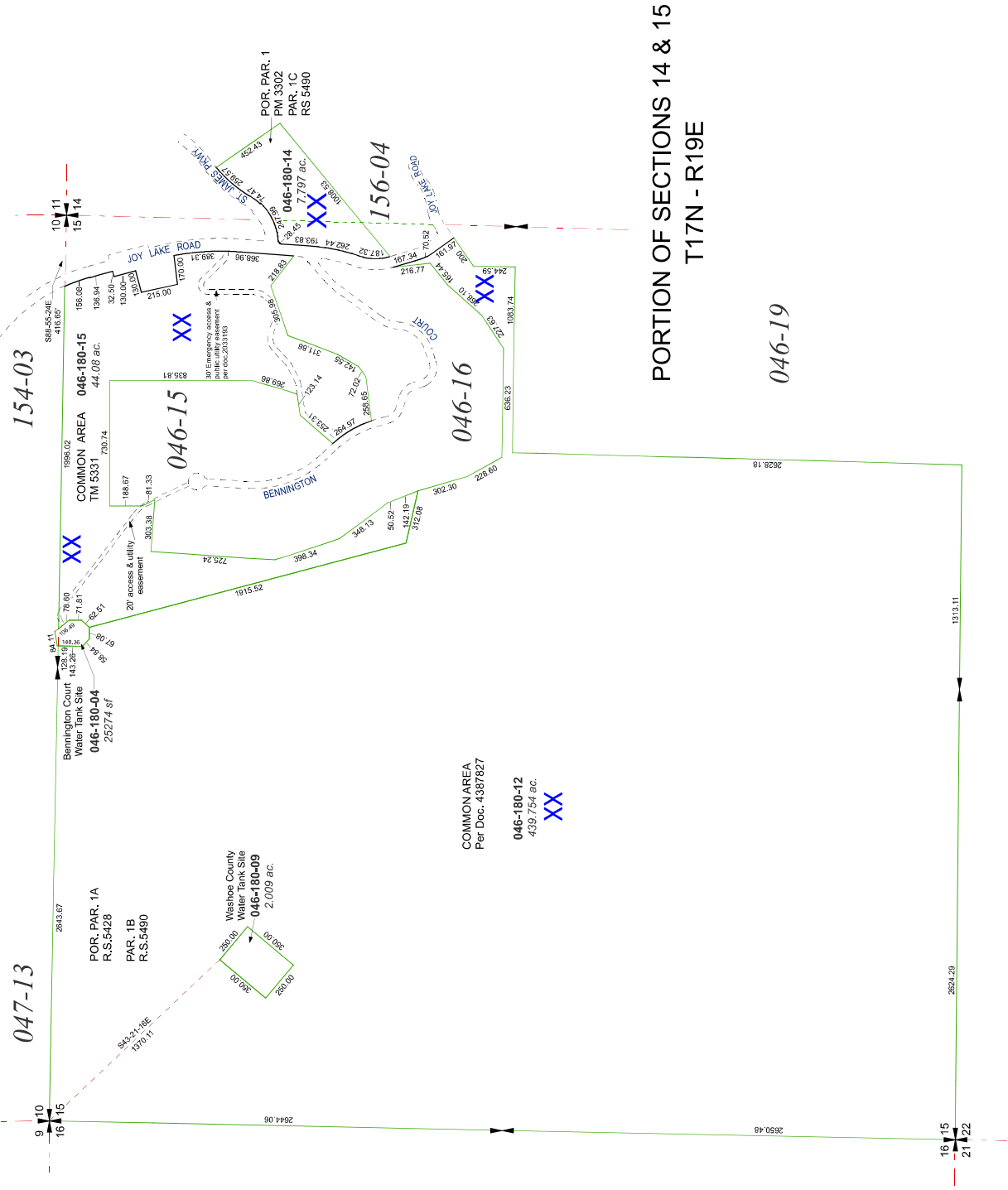
STATE OF NEVADA
WASHOE COUNTY
ASSESSOR'S OFFICE
1001 East Ninth Street, Building D
Reno, Nevada 89512
(775) 328-2231



created by: CFB 03/21/2012
updated: CFB 06/06/12 KSB 06/12/13
SR 07/02/19

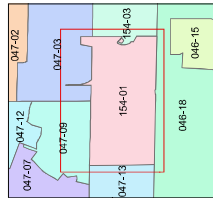
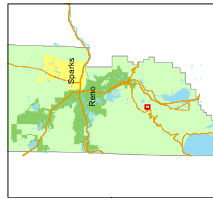
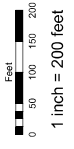
area previously shown on map(s):

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey. No warranty is made as to the sufficiency or accuracy of the data delineated hereon.



Assessor's Map Number
154-01

STATE OF NEVADA
WASHOE COUNTY
ASSESSOR'S OFFICE
1001 East Ninth Street, Building D
Reno, Nevada 89512
(775) 328-2231



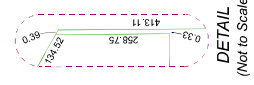
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updated: KSB 5/08/15_JRA 6/15/21

area previously shown on map(s)
047-01, 047-03

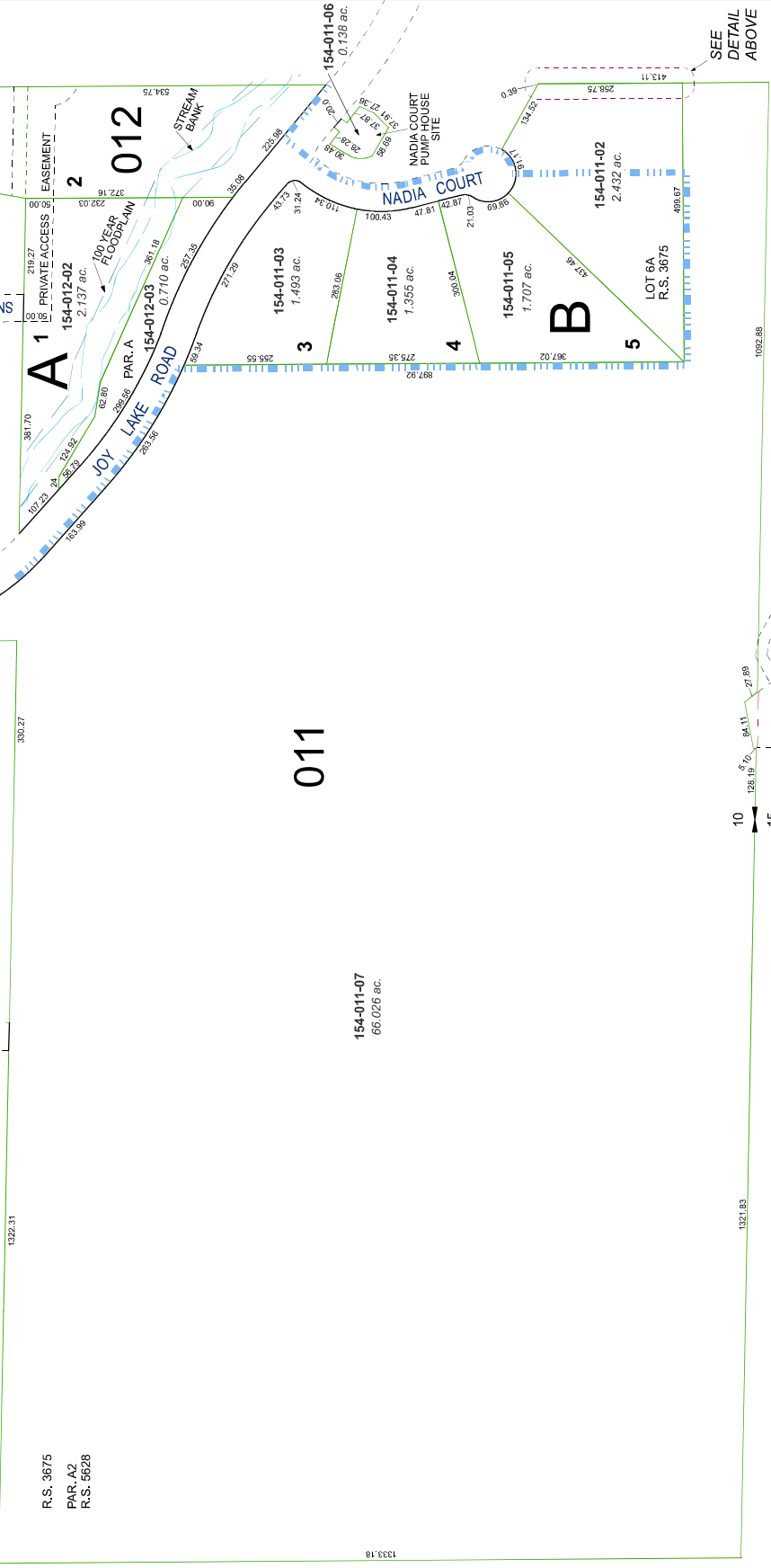
NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent any other process or procedure. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

**PORTION OF S¹/₂ SECTION 10
T17N - R19E**

**NADIA COURT SUBDIVISION
(#3059)**



GREEN ASH RD.

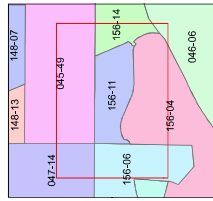
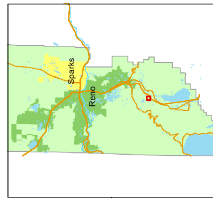
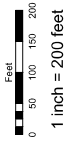


SEE
DETAIL
ABOVE

BENNINGTON COURT WATER TANK SITE

Assessor's Map Number
156-11

STATE OF NEVADA
WASHOE COUNTY
ASSESSOR'S OFFICE
1001 East Ninth Street, Building D
Reno, Nevada, 89512
(775) 326-2231

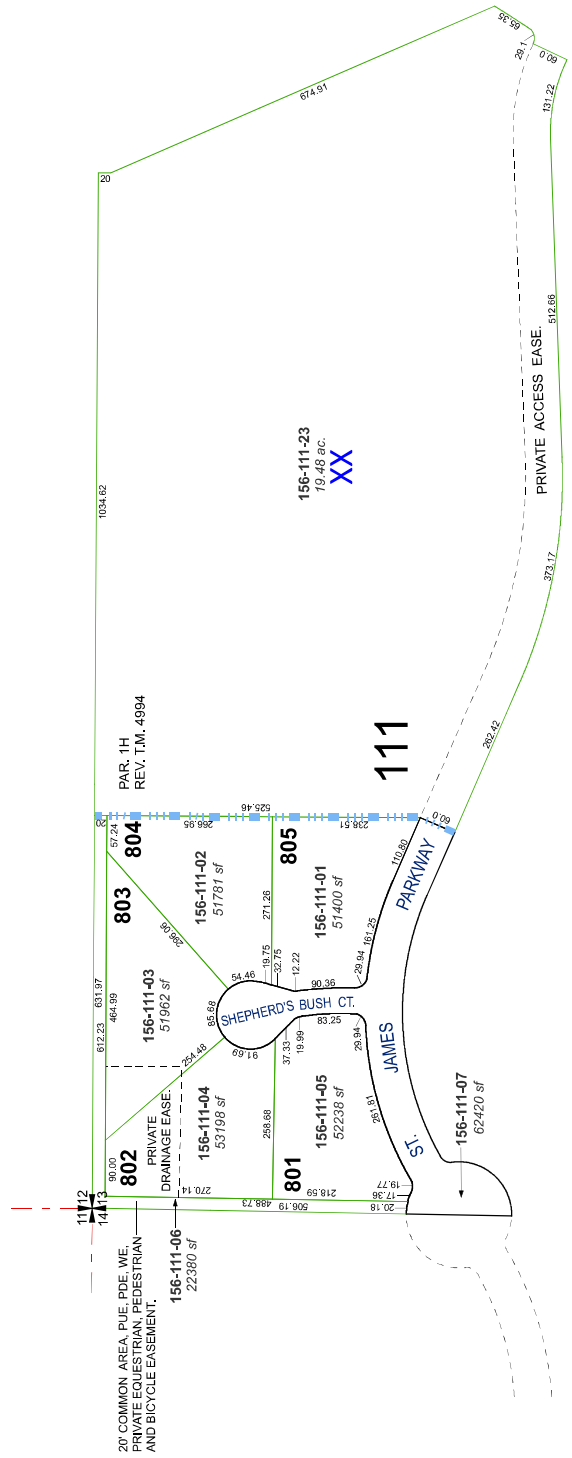


created by: NLH 04/01/2009
updated: NLH 07/05/11 SR 01/14/21

area previously shown on map(s):
046-06 & 156-04

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey. No warranty is made as to the sufficiency or accuracy of the data delineated hereon.

(#4396)
ST. JAMES'S VILLAGE - UNIT 1G
A POR. OF THE NW 1/4 OF SEC. 13
T17N - R19E

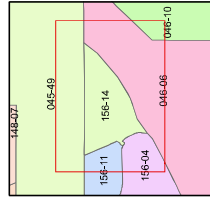
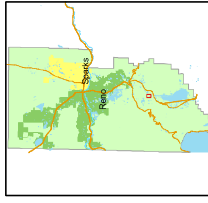


Assessor's Map Number
156-14

STATE OF NEVADA
WASHOE COUNTY
ASSESSOR'S OFFICE
Joshua G. Wilson, Assessor
1001 East Ninth Street
Building D
Reno, NV 89412
(775) 328-2231



Feet
0 25 50 100 150 200
1 inch = 200 feet



created by: NLH 10/17/2008
last updated: NLH 4/10/09 NLH 7/05/11
area previously shown on map(s)
156-04

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent any other purpose. No warranty is made as to the sufficiency or accuracy of the data delineated hereon.

**A POR. OF THE N 1/2 OF SEC. 13
T17N - R19E**

