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INFORMATION ONLY

Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040

Summary: *To adopt a development agreement for St. James's Village (TM5-2-92) to extend the deadline for recording the next final map to October 16, 2025.*

BILL NO. _____

ORDINANCE NO. _____

TITLE:

An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving a development agreement between Washoe County and St. James's Village, Inc. for St. James's Village, a residential subdivision (Tentative Subdivision Map Case No. TM5-2-92). The purpose of the development agreement is to extend the deadline for recording the next final map from October 16, 2023, to October 16, 2025, and to adopt amended conditions of approval (WAC23-0013). The project is located along the central portion (on both sides) of Joy Lake Road, west of the I-580 freeway. The project encompasses a total of approximately 1,626 acres, and the total number of residential lots allowed by the approved tentative map is 530. The parcels are located within the Forest Planning Area and Washoe County Commission District No. 2. (APNs 046-080-40; 046-060-45 & 47; 046-131-24; 046-132-06; 046-133-15 & 17; 046-180-12, 14 & 15; 154-011-07; 156-040-09, 10, 14 & 15; 156-111-23; 156-141-04.

WHEREAS:

- A. A tentative subdivision map for St. James's Village was approved by the Board of County Commissioners on August 18, 1992 (TM5-2-92) for a 530-lot residential subdivision; and
- B. The Landowner has recorded final maps for 256 residential lots with three reverted final maps consisting of 29 residential lots, for a total of 227 residential lots recorded to date; and

- C. Various extensions for recording final maps have been granted over the years with the most recent extension expiring October 16, 2023; and
- D. The Landowner has submitted an application for a development agreement to further extend the time to record the next in the series of final maps to October 16, 2025; and
- E. For good cause appearing, the Board of County Commissioners ("Board") desires to adopt the development agreement attached hereto to further extend the time to record the next in the series of final maps to October 16, 2025; and to adopt amended conditions of approval as set forth in WAC23-0013, which amended conditions shall survive termination of the development agreement; and
- F. The Board has determined that the proposed development agreement is consistent with the Master Plan for Washoe County.

THEREFORE:

- A. Following a first reading and publication as required by NRS 244.100(1), and after a duly noticed public hearing, this Board of County Commissioners desires to adopt this Ordinance; and
- B. This Board has determined that this ordinance is being adopted pursuant to requirements set forth in NRS 278.0205; and is therefore not a "rule" as defined in NRS 237.060 requiring a business impact statement.

SECTION 1.

The development agreement for St. James's Village, attached hereto as Attachment A-1 and inclusive of all attachments, including amended conditions of approval as set forth in WAC23-0013 is hereby APPROVED by this ordinance. St. James's Village Inc. shall ensure that the development agreement is recorded in the Office of the Washoe County Recorder, with all requisite attachments, on or after the effective date of this ordinance. The Chair is also authorized to execute and deliver this ordinance for recording in the official records of Washoe County.

SECTION 2. General Terms.

1. All actions, proceedings, matters and things heretofore taken, had and done by the County and its officers not inconsistent with the provisions of this Ordinance are ratified and approved.
2. The Chair of the Board and the officers of the County are authorized to take all action necessary or appropriate to effectuate the provisions of this ordinance. The District Attorney is authorized to make non-substantive edits and corrections to this Ordinance.
3. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, heretofore repealed.
4. Each term and provision of this ordinance shall be valid and shall be enforced to the extent permitted by law. If any term or provision of this ordinance or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this ordinance. In any event, the remainder of this ordinance, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

Proposed on _____ (month) _____ (day), 2023.

Proposed by Commissioner _____.

Passed _____ (month) _____ (day), 2024.

Vote:

Ayes: Commissioners _____

Nays: Commissioners _____

Absent: Commissioners _____.

Attest:

Janis Galassini, County Clerk

Alexis Hill, Chair
Washoe County Commission

This ordinance shall be in force and effect from and after the 19th day of the month of January of the year 2024.

APN: 046-080-40; 046-060-45 & 47; 046-131-24; 046-132-06; 046-133-15 & 17; 046-180-12, 14 & 15; 154-011-07; 156-040-09, 10, 14 & 15; 156-111-23; 156-141-04

The undersigned hereby affirms that this document, including any exhibit, hereby submitted for recording does not contain the personal information of any person or persons (per NRS 239B.030).

WHEN RECORDED RETURN TO:

**Washoe County CSD
Planning and Building Division
1001 East Ninth Street
Reno NV, 89510**

SPACE ABOVE FOR RECORDER'S
USE

Attachment A-1

DEVELOPMENT AGREEMENT
(ST. JAMES'S VILLAGE)

THIS DEVELOPMENT 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 currently 227 recorded residential lots within St. James's Village.

1.4 Prior Development Agreements. On September 25, 2012 Washoe County and St. James's Village, Inc., (the Landowner) entered into an agreement which took affect on October 5, 2012 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 until October 16, 2016 for the landowner to record the next in a series of final maps (Ordinance No. 1498). This development agreement was recorded in the Office of the Washoe County Recorder as Document #4160879. 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" or for other good cause as determined by the Director of the Community Services Department. 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. The Community Development Certificate in the jurat sheet of Tract Map #5331 indicated that the next final map must be approved by the Director of the Community Services Department for recording on or before October 16, 2021.

On October 7, 2021, the Washoe County Planning Commission granted an Extension of Time Request for Tentative Subdivision Map Case Number TM5-2-92 (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 the next final map (the "Final Map") to be presented (i.e., approved by the Director of Planning & Building or the Director of the Community Services Department for recording) prior to the expiration of the current Extension of Time Request by October 16, 2023.

1.6 Circumstances Warranting an Extension of Time for the Tentative Map. Additional time is requested to work through issues related to the provision of water for the next phases of this development. The Landowner and the Truckee Meadows Water Authority ("TMWA") are engaged in an ongoing dispute regarding water for the next phase of development being Units 1H (five lots) and 2C (eleven lots). The Landowner has filed a petition for judicial review of certain TMWA determinations with the Second Judicial District Court in Case Number CV22-01811, which has not yet been resolved by the district court. Resolution of these issues is necessary to move forward with this development and a decision by the district court on the petition for judicial review is anticipated shortly. Based on the foregoing, the parties agree that it is in the public interest and welfare of the County to enter into this Agreement.

2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

2.1 Compliance with NRS 278.0201 and Washoe County Development Code. This Agreement is an agreement concerning the development of land under NRS 278.0201 and Article 814 of the Washoe County Development Code ("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. This Agreement extends the time for recording the next final map in the series until October 16, 2025. Unless terminated earlier in accordance with section 2.1.3 or applicable law, the duration of this Agreement shall be until October 16, 2025, 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. This Agreement also incorporates the Amended Conditions of Approval in Amendment of Conditions Case Number WAC23-0013 for Tentative Subdivision Map Case Number TM-5-2-92 (St. James's Village), attached hereto as Exhibit B. The parties agree that these Amended Conditions of Approval (WAC23-0013) as well as the amended Conditions of St. James's Village Tentative Subdivision Map Case Number TM5-2-92 approved on appeal by the Washoe County Commission on July 10, 2007 are the operable conditions of approval and survive termination of this Agreement.

2.1.3. This agreement shall terminate and all conditions of approval for TM05-2-92 shall be in full force and effect upon recordation of the next final map. Changes in federal, state or county law concerning public health, safety or welfare will apply to any final map or other permit. Future 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 for a 530-lot single-family dwelling residential 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 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 shall be a minimum of five residential lots, and 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 residential lots. Unless otherwise provided herein, the deadlines for any future final maps shall be governed by NRS 278.360.

2.1.10 Development standards for the Project are set forth in the amended conditions of approval and the conditions of the Tentative Map as referenced in section 2.1.2 of this development agreement, attached hereto as Exhibits B and C, 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 Agreement 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, if any, shall be approved as provided in NRS 278.0205.

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: _____

Date: _____

Name: _____

Title: _____

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.

Notary Public
My Commission Expires: _____

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2024, by _____, as Chair of the Washoe County Commission, 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.

To: Washoe County Planning Commission
 Re: Extension of Time for TM5-2-92, St. James's Village
 Date: July 23, 2007
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**CONDITIONS FOR
 ST. JAMES'S VILLAGE TENTATIVE SUBDIVISION MAP
 CASE NUMBER TM5-2-92
 (As amended, effective in November 4, 1997)**

*****IMPORTANT GENERAL INSTRUCTIONS—PLEASE READ*****

*****IMPORTANT—PLEASE READ*****

ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES SHALL BE PROVIDED IN AN APPROPRIATE FORM AND AMOUNT, TO THE SATISFACTION OF THE PUBLIC WORKS DEPARTMENT PRIOR TO RECORDATION OF THE FINAL MAP, UNLESS OTHERWISE STATED.

COMPLIANCE WITH THE CONDITIONS OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY AND THEIR SUCCESSORS IN INTEREST.

A COPY OF ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF COMMUNITY DEVELOPMENT.

PRIOR TO FILING A FINAL MAP FOR RECORDATION, THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION AND THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT LEAST FOUR (4) WEEKS BEFORE THE ANTICIPATED RECORDATION DATE TO REVIEW REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL.

A REQUEST FOR AN EXTENSION OF TIME FOR THE RECORDING OF A FINAL MAP, WHICH PERMITS THE ADDITION, DELETION, OR AMENDMENT OF CONDITIONS, MUST BE SUBMITTED TO THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT LEAST 60 DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP; SAID EXPIRATION BEING ONE YEAR FROM THE DATE OF THE BOARD OF COUNTY COMMISSIONERS APPROVAL OF THE TENTATIVE MAP OR A SUBSEQUENT FINAL MAP.

To: Washoe County Planning Commission
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GENERAL CONDITIONS

1. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of approval of the tentative map or any subsequent extension date.
2. Final maps shall be in substantial compliance with all plans and documents submitted with and made part of this tentative map request, as may be amended by action of the final approving authority. All documentation necessary to satisfy the conditions noted below shall accompany the final map when submitted to the Engineering Division and the Department of Community Development.
3. Conditions, Covenants, and Restrictions (CC&Rs) shall be reviewed and approved by the District Attorney's office and the Department of Community Development. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's office. Said CC&Rs shall specifically address the potential for liens against the property and the individual property owner's responsibilities for the funding of the maintenance, replacement, and perpetuation of the following items, at a minimum:
 - a. Private roads within the subdivision.
 - b. Recreation center.
 - c. Staffing of maintenance and security forces.
 - d. Common area landscaping.
 - e. Entrance gates.
 - f. Snow removal and storage areas.
 - g. Streetscapes.
 - h. Fire and fuelbreaks on open space.
 - i. Detention basins and the accumulated sediment.
 - j. Equestrian trails.
 - k. Bicycle and pedestrian paths.

At a minimum, the CC&Rs shall also specifically address the following items:

- a. Requirement to abide by Community Design Guidelines.
- b. Requirement to locate all structures, including fences, within the building envelope submitted with final map.
- c. Limitation of disturbance of site to 20% of lot area.
- d. Specifications on the limitation of turf area.
- e. Requirement to properly abandon individual septic disposal system and to connect to community sewer when available
- f. Requirement of the homebuilder to install the house plumbing so that it can be easily connected to the community system
- g. Waiver of protest of inclusion into a sewer district
- h. Notice of requirement to pay future sewer user fees
- i. Mandatory provision of greenbelt requirements.
- j. Prohibition of private fencing outside of building envelope, other than "invisible" pet control fencing.
- k. Minimum defensible space requirements.
- l. Snow storage areas.

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- m. Requirement to adhere to National Electric Safety Code setbacks for existing overhead power lines.
 - n. Potential for conservation easements or dedication of open space.
 - o. Prohibition of motorized vehicles in open space.
 - p. Areas with potential for equestrian traffic.
 - q. Requirement of open space remaining open to pedestrian and bicycle traffic.
 - r. Notice of equestrian easements to abutting properties.
 - s. Notice of S-alignment to abutting properties.
 - t. Notice of the preservation requirements for lots containing or abutting the rock dams of the ice ponds.
4. Prior to the first final map, the developer shall submit the detailed set of Community Design Guidelines to the Design Review Committee of the Washoe County Planning Commission for review and approval. At a minimum, the Community Design Guidelines shall address the items specified within the application plus the homeowners variance procedures, if any.
 5. At the time of recordation of each phase, the developer shall submit a site plan for each individual lot to the Building and Safety Division and the Department of Community Development. The site plan shall be at an appropriate scale for an 8.5" x 11" sheet and shall indicate the lot and block number, the building envelope, the maximum structure height, location of sewer lateral stub-out, and, if applicable, driveway location, protected areas, retained trees, individual septic disposal system and leachfield areas, etc.
 6. Educational materials for wildlife protection, water conservation, historic preservation, or similar issues that are supplied to prospective buyers or lot owners shall be submitted to the Department of Community Development.
 7. A note shall be placed on all construction drawings stating:

NOTE

Should any prehistoric or historic remains/artifacts be discovered during site development, work shall temporarily be halted at the specific site and the Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology, shall be notified to record and photograph the site. The period of temporary delay shall be limited to a maximum of two (2) working days from the date of notification.
 8. Prior to ground disturbing activity of any specific phase of development, the developer shall provide an archaeological/historical survey for that phase to the Department of Conservation and Natural Resources, Division of Historic Preservation and Archeology for review.

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9. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Division and/or Engineering Division a complete set of reproducible 'as built' construction drawings prepared by a civil engineer registered in the State of Nevada, when field conditions mandate construction other than that shown in the original drawing.
10. The developer shall participate in any applicable General Improvement District or Special Assessment District formed by Washoe County to the satisfaction of the applicable division of the Department of Public Works.
11. The final map shall designate potentially-active (Holocene) fault lines on the record map and shall contain the following note to the satisfaction of the Department of Community Development:

NOTE

No habitable structures shall be located on a potentially-active (Holocene) fault line.

12. The developer is to provide written approval of the plans for the installation of mail delivery facilities from the US Postal Service. The system must be shown on the project construction plans and installed as part of the on-site improvements to the satisfaction of the Engineering Division and the US Postal Service.
13. All new utilities are to be placed underground to the satisfaction of the Engineering Division.
14. The developer and all successors shall direct any potential purchaser of the project site to meet with the Department of Community Development to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Department of Community Development of the name, address, telephone number, and contact person of the new purchaser within 30 days of the final sale.
15. The Washoe County Planning Commission certificate on the final map shall be stated as follows:

The tentative map of this subdivision, TM5-2-92, was approved by the Washoe County Planning Commission on the 8th day of July, 1992. This final map is in substantial compliance with the tentative map and all conditions of approval have been met.

The signature block for the certificate shall be prepared for date and signature by the Director of the Washoe County Department of Community Development.

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TRAFFIC

16. All roadway improvements (including but not limited to, curb, gutter, signage, snow removal and storage, sidewalk, and street lighting at major intersections) necessary to serve the project, that are to be dedicated to Washoe County, shall be designed and constructed to county specifications (60' right-of-way, 36' curb face to curb face, and collector pavement thickness) and/or financial assurances in an appropriate form and amount shall be provided to the satisfaction of the Engineering Division.
17. All roadway improvements (including but not limited to, drainage, signage, snow removal and storage, project gates, and street lighting at major intersections) that are within the project and not to be dedicated to Washoe County, shall be designed and constructed to the satisfaction of the Engineering Division (cul-de-sacs may have an improved section of 20 feet) and/or financial assurances in an appropriate form and amount shall be provided to the satisfaction of the Engineering Division.
18. Approved Occupancy Permits shall be obtained from the Nevada Department of Transportation (NDOT), for access to and from roads and highways maintained by NDOT and a copy of the said permit sent to the Engineering Division. These Occupancy Permits shall be required for Joy Lake Road at US 395 and Mount Rose Highway (SR 431) prior to the recordation of the first phase. The Occupancy Permit for St. James's Village Parkway/Pagni Lane and US 395 shall be required prior to construction of the roadway.
19. The applicant shall comply with the NDOT requirements for acceleration/deceleration lanes and intersection designs for access to US 395 and Mount Rose Highway (SR 431) to the satisfaction of the Engineering Division.
20. The Construction Traffic Haul Route Plan, which shall utilize St. James's Village Parkway, is to be submitted to the Engineering Division and the Department of Community Development for review and approval. Roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load supporting capability. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements.
21. The minimum pavement structural section shall be 4 inches of asphalt over 6 inches of gravel base (Type B) for roadways with a right-of-way of 60 feet in width and shall be 3 inches of asphalt over 6 inches of gravel base (Type B) for roadways with a right-of-way of 50 feet in width to the satisfaction of the Engineering Division.
22. The developer shall seal all asphalt concrete pavement surfaces in accordance with Washoe County specifications to the satisfaction of the Engineering Division.

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23. The developer shall submit a detailed Geotechnical Analysis and Report which gives pavement design recommendations based upon the estimated traffic loadings for a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavements to the Engineering Division for review and approval. The report shall include assumptions concerning the distribution of trucks, including project construction traffic. The pavement thickness determined by the Geotechnical Analysis must be used if it indicates a stronger structural section than the minimum is required.
24. The developer shall submit construction drawings which include all soil boring logs to the satisfaction of the Engineering Division.
25. For the portions not already offered for dedication, the developer shall acquire and dedicate full width right-of-way for Joy Lake Road north of the project site prior to the recordation of the first final map. All dedications and improvements shall be to the satisfaction of the Engineering Division. If the right-of-way cannot be acquired by the developer at a reasonable price as determined by the county, then the county may attempt to condemn the property. If the state court allows the condemnation, the developer shall pay the cost of the award and its appraisal fee.
26. The developer shall construct or provide financial assurances for the construction of Joy Lake Road north of the project site to collector standards to the satisfaction of the Engineering Division prior to recordation of the first final map.
27. The developer shall construct or provide financial assurances for the improvements to the intersection of Joy Lake Road and Mount Rose Highway (SR 431) to the satisfaction of the Engineering Division prior to recordation of the first final map.
28. Prior to the recordation of the final map for the 151st lot, the developer shall demonstrate that the entire alignment of St. James's Village Parkway, from US 395 to St. James's Village Unit 4, is under his control and available for future construction. The County Engineer and the Department of Community Development shall be responsible for determining compliance with this condition.
29. Prior to the recordation of the 151st lot, the developer shall provide financial assurances for the construction of St. James's Village Parkway to the satisfaction of the Engineering Division. Prior to the issuance of the 151st building permit, the developer shall construct the remaining unbuilt portion of St. James's Village Parkway to the satisfaction of the Engineering Division. The developer shall provide quarterly reports on the number of building permits issued to the County Engineer and the Department of Community Development.
30. Prior to the recordation of the 286th lot, the developer shall provide financial assurances for the construction of Joy Lake Road to the I-580 Winters Ranch Interchange to the satisfaction of the Engineering Division. Those improvements may utilize the West Side Frontage Road that is proposed by the Nevada Department of Transportation (NDOT) for the construction of the I-580 Winters Ranch Interchange. Prior to the issuance of the 286th building permit, the

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developer shall construct Joy Lake Road to connect to the west frontage road of the freeway to the satisfaction of the Engineering Division.

31. On a quarterly basis, the developer shall provide the Engineering Division and the Department of Community Development an accounting of the number of building permits issued for St. James's Village.
32. The developer shall install regulatory signs at the juncture of all public streets with a private street to the satisfaction of the Engineering Division. Said sign shall state: "PRIVATE STREET NOT MAINTAINED BY COUNTY".
33. The developer shall reserve the right-of-way for the future I-580 Extension (US 395 bypass) for acquisition by the Nevada Department of Transportation(NDOT). The Department of Community Development shall be responsible for determining compliance with this condition.
34. Street names shall be reviewed and approved by the Regional Street Naming Coordinator.
35. a) To the satisfaction of the Engineering Division, the wording on the final maps shall be modified to reflect the fact that the streets within the subdivision are private and not offered for dedication to Washoe County.

b) The developer, the homeowners association, and the county have entered into an agreement to have the proposed mitigation measures for Joy Lake Road evaluated. The developer shall be required to participate in the implementation of the appropriate mitigation measures to the satisfaction of the Department of Community Development.

DRAINAGE

36. A final, detailed hydrology/hydraulic report, prepared by a registered engineer, shall be submitted to the Nevada Department of Transportation and the Engineering Division for approval. The report shall include the locations, points of entry and discharge, and rates of 10 and 100 year storm flows impacting both the site and off-site areas and the methods for handling those flows. The report shall include all storm drain pipe and ditch sizing calculations and a discussion of any impacts on existing off-site drainage facilities.
37. A master storm drainage plan, based upon the approved hydrology/ hydraulic report, shall be submitted to the Nevada Department of Transportation and Engineering Division prior to the finalization of any portion of the subdivision. All drainage improvements shall be designed and constructed to the satisfaction of the District Health Department and the Engineering Division. All drainage structures under roadways and crossings of Browns and Steamboat Creeks shall be designed to pass the 100-year storm. Consideration will be given to minor culverts passing a portion of the 100-year storm over the roadway if the roadway is designed to not be washed out and to remain passable through the 100-year storm. The developer may arrange for financial assurances, acceptable to the Engineering Division, for all or part of these improvements.

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38. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted to the Engineering Division for approval prior to finalization of any portion of the subdivision. Grading shall comply with best management practices and shall eliminate the potential for mosquito breeding within graded areas. Detention basins with controlled outlet facilities shall be shown on the plan.
39. Washoe County will only maintain drainage easements which are at least 15 feet wide and piped to the satisfaction of the Engineering Division.
40. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip-rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts to the satisfaction of the District Health Department and the Engineering Division.
41. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage from the site or into Steamboat or Browns Creek to the satisfaction of the Engineering Division.
42. The developer shall submit to the District Health Department a letter approving the proposed methods of erosion control and soil stabilization from the Washoe-Storey Conservation District.
43. The developer shall provide easements to all existing irrigation and diversion ditch owners to the satisfaction of the Engineering Division. Any proposed modifications to the ditches must be approved in writing by the ditch owners.

WATER AND WASTEWATER

44. The project shall be constructed with a dry sanitary sewer system within the boundaries of the subdivision. The sewer system shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division.
45. All minor infrastructure for sewer collection shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division.
46. The project shall be designed to accommodate a gravity flow sanitary sewer system within the boundaries of the subdivision. The sanitary sewer collection system shall be designed to accommodate potential service to existing and future developments. The design, construction, bonding, and inspection shall be to the satisfaction of the District Health Department and the Utility Division.
47. The design engineer shall submit a plan for the periodic inspection of the construction of the sewer service system to the District Health Department. The design engineer shall, pursuant to the approved inspection plan, periodically certify in writing to the District Health Department that the improvements are being installed in accordance with the approved plans and recognized practices of the trade.

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48. The developer shall either construct or provide financial assurances for the construction of the sewer system facilities. The financial assurances must be in a form and amount satisfactory to the Utility Division.
49. In the event that the off-site sewage transmission and treatment facilities are not available at the time of final map recordation, interim individual septic disposal systems may be reviewed and approved by the District Health Department, the Utility Division, and the Nevada Department of Environmental Protection. No more than 230 lots will be allowed to use interim individual septic disposal systems.
50. Should interim individual septic disposal systems be considered for use, evidence shall be submitted that a restrictive covenant in the county's favor has been recorded. This restrictive covenant shall include the waiver of protest of inclusion into the district, the notice of the requirement to pay user fees, and the requirement of the proper abandonment (pumping, filling, etc.) of the interim individual septic disposal system, and connection to the sanitary sewer system within 120 days of notice by the Department of Public Works that service from the provider is available.
51. All sewage disposal fields shall be located in the exact locations of the approved test holes to the satisfaction of the District Health Department.
52. The developer shall install the sewer service laterals with an acceptable plug and cap to a location a minimum of 10 feet within the property line to the satisfaction of the Utility Division.
53. All privilege connection (hookup) fees for sewer service for the area within the final map will be paid to the satisfaction of the Utility Division, including any credits given in accordance with Condition 46.
54. The sanitary sewer collection system must be offered for dedication to Washoe County to the satisfaction of the Utility Division.
55. The sanitary sewer collection system shall be designed to accommodate potential service to existing and future developments of the project to the satisfaction of the Utility Division.
56. A letter, which can be a will-serve letter, from the appropriate provider committing sewer service, must be submitted to the District Health Department and Utility Division. This letter shall indicate that the treatment facility will not be brought beyond its permitted capacity by this service.
57. The final subdivision map shall show a dedicated, all-weather easement, with access, over the development's sanitary sewer lines, to the satisfaction of the Utility Division.
58. The final map shall contain the following note to the satisfaction of the Department of Community Development:

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NOTE

No Certificate of Occupancy shall be issued until the sewer facilities have been completed and accepted by resolution of the Board of County Commissioners.

59. All minor infrastructure for potable water distribution shall be designed, constructed, and inspected to the satisfaction of the District Health Department and the Utility Division.
60. The project shall be designed to accommodate a community water system within the boundaries of the subdivision and shall be designed to accommodate potential service to existing and future developments. The design, construction, bonding, and inspection shall be to the satisfaction of the District Health Department and the Utility Division.
61. The design engineer shall submit a plan for the periodic inspection of the construction of the water supply system to the District Health Department. The design engineer shall, pursuant to the approved inspection plan, periodically certify in writing to the District Health Department that the improvements are being installed in accordance with the approved plans and recognized practices of the trade.
62. The developer shall either construct or provide financial assurances for the construction of the water system facilities directly related to the project. Credits in accordance with Condition 60 may accrue at this time. The financial assurances must be in a form and amount satisfactory to the Utility Division.
63. The water system facilities must be offered for dedication to Washoe County to the satisfaction of the Utility Division.
64. Prior to approval of the first final map, the developer shall be responsible for the processing the necessary change applications to reflect the points of diversion and the place and manner of use actually intended for water service, to the satisfaction of the Utility Division.
65. A letter, which can be a will-serve letter, from the appropriate provider committing water service must be submitted to the District Health Department. This letter shall indicate that the facility will not be brought beyond its permitted capacity by this service.
66. The developer shall submit to the Utility Division, water quality test results from a laboratory certified in the State of Nevada for any new water sources. The water quality sampling and testing shall comply with the State of Nevada Regulations for Public Water Systems, Nevada Administrative Code Chapter 445.

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67. The water source shall meet both primary and secondary (NAC 445.248 subsections 1 and 4) standards of the State of Nevada Regulations for Public Water Systems, Nevada Administrative Code Chapter 445. If the water quality does not meet these standards, water treatment facilities must be on-line and functioning prior to the issuance of any building permits to the satisfaction of the Utility Division.
68. If the water usage monitoring demonstrates that the water rights previously dedicated to Washoe County prove to be insufficient to support the recordation of any phase of the subdivision, the developer shall be required to dedicate additional rights to support that phase to the satisfaction of the Utility Division.
69. The developer shall submit documentation demonstrating the availability of adequate water resource to serve the proposed project to the satisfaction of the Utility Division.
70. Any wells on the property not in use for production or monitoring purposes, shall be properly abandoned in accordance with the applicable regulations governing Water Wells and Related Drilling to the satisfaction of the Utility Division and District Health Department.
71. The final map owner's certificate shall contain language indicating that the developer and his assignees agree to the use of residential water meters.
72. The final map shall contain the following note to the satisfaction of the Department of Community Development:

NOTE

No Certificate of Occupancy shall be issued until the water facilities have been completed and accepted by resolution of the Board of County Commissioners.

FIRE PROTECTION

73. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the Nevada Division of Forestry. Those concerns are access (primary and emergency), security gates, fire flows, fire hydrant number and location, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows shall be addressed to the satisfaction of the fire protection agency prior to the introduction of any combustible materials to the site.
74. The developer shall construct and dedicate a fire station to the satisfaction of the Nevada Division of Forestry prior to the issuance of any building permits for private structures.

*** END OF CONDITIONS ***



Amended Conditions of Approval

Amendment of Conditions Case Number WAC23-0013
For Tentative Subdivision Map Case Number TM-5-2-92 (St. James's Village)

The project approved under Amendment of Conditions Case Number WAC23-0013 associated with the 2023 Development Agreement for Tentative Subdivision Map Case Number TM5-2-92 shall be carried out in accordance with the development agreement approved by the Board of County Commissioners on January 9, 2024, these amended conditions of approval, as well as the amended conditions of approval granted by the Washoe County Board of Commissions on July 10, 2007. To the extent these amended conditions of approval conflict with any conditions granted on May 1, 2007, these amended conditions of approval shall prevail. Conditions of approval are requirements placed on a permit or development by each reviewing agency. These conditions of approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable Codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property.

Unless otherwise specified, all conditions related to the amendment of conditions approval (Case Number WAC23-0013) associated with the 2023 Development Agreement for Tentative Subdivision Map Case Number TM5-2-92 shall be met or financial assurance must be provided to satisfy the conditions of approval prior to recordation of the next final map or the issuance of a grading or building permit. The agency responsible for determining compliance with a specific condition shall determine whether the condition must be fully completed or whether the applicant shall be offered the option of providing financial assurance. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the Planning and Building Division.

Compliance with the conditions of approval related to this tentative subdivision map is the responsibility of the applicant, his/her successor in interest, and all owners, assignees, and occupants of the property and their successors in interest. Failure to comply with any of the conditions imposed in the approval of the tentative subdivision map may result in the institution of revocation procedures.

Washoe County reserves the right to review and revise the conditions of approval related to this tentative subdivision map should it be determined that a subsequent license or permit issued by Washoe County violates the intent of this approval.

For the purpose of conditions imposed by Washoe County, "may" is permissive and "shall" or "must" is mandatory.

Conditions of approval are usually complied with at different stages of the proposed project. Those stages are typically:

- Prior to recordation of a final map.
- Prior to obtaining a final inspection and/or a certificate of occupancy.
- Prior to the issuance of a business license or other permits/licenses.
- Some "conditions of approval" are referred to as "operational conditions." These conditions must be continually complied with for the life of the project.

FOLLOWING ARE CONDITIONS OF APPROVAL REQUIRED BY THE REVIEWING AGENCIES. EACH CONDITION MUST BE MET TO THE SATISFACTION OF THE ISSUING AGENCY.

Washoe County Planning and Building Division – Parks Program

1. The following conditions are requirements of Planning and Building, which shall be responsible for determining compliance with these conditions.

Contact Name – Faye-Marie Pekar, Park Planner, 775.328.3627, jolander@washoecounty.gov

- a. The applicant shall dedicate a 15-foot wide non-motorized, multi-use public trail easement and maintenance agreement over APN 046-18-12 and APN 046-180-15 as shown in Exhibit 1 and 2 for the Brown's Creek Trail. The easement shall be identified on the Final Map.
- b. The applicant shall work with Washoe County Parks staff to determine how best to protect the natural and cultural resources along Steamboat Creek in APN 046-060-45. This shall include a public access trail easement or dedication of open space to Washoe County.
- c. The project shall provide trail connections to adjacent public lands and areas identified for future trail systems as follows:
 - i. An east-west trail connection along Brown's Creek that connects from Joy Lake Road or Saint James Parkway through APN 156-040-10 and/or 046-133-15 and/or 156-040-10 to the east side of the St. James Village development.
 - ii. A north-south connection through APN 156-040-09 and 156-111-23 or 156-141-04, connecting to the Forest Service (USA) property to the north at APN 045-490-09.
 - iii. At least one trail connection linking (a.) and (b.) described above to the east side of the St. James Village development where it can feasibly run under I-580 and connect into future developments to the east. This connection shall be located north of Brown's Creek.
 - iv. At least one trail connection linking (a.), (b.), and (c.) described above to a proposed trail along Steamboat Creek in APN 046-060-45. This connection shall be located south of Brown's Creek.
- j. Any trails that occur on dedicated open space parcels accepted by Washoe County shall be maintained by Washoe County. All other trails shall be constructed and maintained by the developer and/or homeowner's association in perpetuity.
- k. All trail construction specifications, easement descriptions, areas to be offered for open space dedication and supporting conditions shall be included on the approved construction drawings accompanying the final map. The open space and trails shall be offered for dedication to Washoe County with each adjacent final map. The applicant shall submit a set of construction drawing plans to the Regional Parks and Open Space Department staff for final review.

Washoe County Engineering and Capital Projects – General Land Development

2. The following conditions are requirements of the Washoe County Engineering and Capital Projects Division which shall be responsible for determining compliance with these conditions.

Contact Name: Janelle Thomas, P.E. (775) 328-3603; jkthomas@washoecounty.gov

Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of approval of the final map. Additionally, individual parcel building, grading, and/or wall permits shall comply with applicable building code requirements at the time of approval of the permits.

*** End of Amended Conditions ***

EXHIBIT "1"
Brown's Creek Trail Legal Description
Trail Area C and Trail Area D

SAINT JAMES VILLAGE HOMEOWNERS ASSOCIATION
APN 046-180-12

All that certain land situate within a portion of Section Fifteen (15), Township Seventeen (17) North, Range Nineteen (19) East, Mount Diablo Meridian (MDM), being a portion of Parcel 1B as shown on Record of Survey Number 5490, recorded March 29, 2013 as File Number 4220252 of the Official Records of Washoe County, Nevada, and being more particularly described as follows:

TRAIL AREA C

An easement being 15.00 feet in width, lying 7.50 feet each side of the herein described centerline.

COMMENCING at the northerly terminus of a line labeled N14°54'27"W ~ 1915.52' as shown on said Record of Survey, also being the easterly line of said Parcel 1B;

THENCE along said easterly line South 14°54'27" East a distance of 14.05 feet to the **POINT OF BEGINNING**;

THENCE South 65° 16' 31" West a distance of 70.80 feet;

THENCE South 76° 04' 04" West a distance of 114.14 feet;

THENCE South 51° 44' 06" West a distance of 133.86 feet;

THENCE South 38° 06' 03" West a distance of 103.46 feet to the beginning of a non-tangent curve;

THENCE from a tangent which bears South 41°36'27" West a distance of 20.36 feet along the arc of a 60.00 foot radius curve to the left, through a central angle of 19° 26' 18";

THENCE South 22° 10' 10" West a distance of 5.46 feet to the beginning of a curve;

THENCE 17.28 feet along the arc of a 60.00 foot radius curve to the right, through a central angle of 16° 30' 18";

THENCE South 39° 22' 22" West a distance of 64.11 feet to the beginning of a curve non-tangent curve;

THENCE from a tangent which bears South 39°36'17" East a distance of 21.96 feet along the arc of a 60.00 foot radius curve to the right, through a central angle of 20° 58' 03";

THENCE South 60° 34' 19" West a distance of 4.58 feet to the beginning of a curve;

THENCE 32.23 feet along the arc of a 60.00 foot radius curve to the left, through a central angle of 30° 46' 35";

THENCE South 29° 47' 44" West a distance of 32.45 feet;

THENCE South 45° 56' 19" West a distance of 227.56 feet;

THENCE South 59° 32' 00" West a distance of 100.21 feet;

THENCE South 48° 25' 55" West a distance of 256.70 feet;

THENCE South 87° 22' 47" West a distance of 248.04 feet;

THENCE North 83° 56' 28" West a distance of 66.32 feet;

THENCE North 52° 42' 44" West a distance of 178.06 feet;

THENCE North 75° 35' 06" West a distance of 105.81 feet;

THENCE South 74° 40' 11" West a distance of 90.48 feet;

THENCE South 82° 52' 17" West a distance of 114.43 feet;

THENCE North 87° 53' 25" West a distance of 64.65 feet;

THENCE South 32° 49' 53" East a distance of 53.89 feet;

THENCE South 70° 36' 28" East a distance of 72.07 feet;

THENCE South 36° 11' 24" East a distance of 34.25 feet;
THENCE South 56° 27' 40" East a distance of 107.24 feet;
THENCE South 34° 00' 36" East a distance of 97.96 feet to the beginning of a non-tangent curve;
THENCE from a tangent which bears South 33°51'34" East a distance of 30.13 feet along the arc of a 16.00 foot radius curve to the right, through a central angle of 107° 52' 54";
THENCE North 80° 08' 23" West a distance of 113.52 feet;
THENCE South 85° 07' 29" West a distance of 111.31 feet;
THENCE South 66° 47' 18" West a distance of 64.67 feet;
THENCE South 48° 14' 03" East a distance of 44.41 feet;
THENCE South 44° 22' 31" East a distance of 118.43 feet;
THENCE South 20° 57' 09" East a distance of 169.77 feet;
THENCE South 89° 43' 13" East a distance of 133.15 feet;
THENCE South 37° 30' 50" East a distance of 104.99 feet;
THENCE South 55° 05' 17" East a distance of 32.93 feet to the beginning of a curve;
THENCE 10.29 feet along the arc of a 10.00 foot radius curve to the left, through a central angle of 58° 55' 53";
THENCE North 65° 58' 49" East a distance of 12.49 feet to the beginning of a curve;
THENCE 11.21 feet along the arc of a 10.00 foot radius curve to the right, through a central angle of 64° 13' 49";
THENCE South 49° 47' 21" East a distance of 36.91 feet;
THENCE South 87° 36' 48" West a distance of 14.36 feet to the beginning of a curve;
THENCE 13.73 feet along the arc of a 20.00 foot radius curve to the left, through a central angle of 39° 20' 30";
THENCE South 48° 16' 18" West a distance of 51.54 feet;
THENCE South 41° 18' 54" West a distance of 77.91 feet;
THENCE South 23° 48' 15" West a distance of 68.70 feet;
THENCE South 48° 19' 43" West a distance of 47.34 feet;
THENCE South 56° 29' 49" West a distance of 94.82 feet to the beginning of a curve;
THENCE 8.03 feet along the arc of a 20.00 foot radius curve to the right, through a central angle of 23° 00' 08";
THENCE South 79° 29' 57" West a distance of 18.75 feet to the beginning of a curve;
THENCE 10.16 feet along the arc of a 20.00 foot radius curve to the left, through a central angle of 29° 07' 06";
THENCE South 50° 22' 51" West a distance of 31.24 feet to the beginning of a curve;
THENCE 25.08 feet along the arc of a 40.00 foot radius curve to the left, through a central angle of 35° 55' 20";
THENCE South 14° 27' 31" West a distance of 5.85 feet to the beginning of a curve;
THENCE 20.46 feet along the arc of a 40.00 foot radius curve to the left, through a central angle of 29° 18' 33";
THENCE South 14° 51' 01" East a distance of 38.05 feet;
THENCE South 09° 01' 18" East a distance of 21.45 feet to the beginning of a curve;
THENCE 11.73 feet along the arc of a 40.00 foot radius curve to the right, through a central angle of 16° 47' 43";
THENCE South 07° 46' 25" West a distance of 113.96 feet to the beginning of a curve;
THENCE 14.93 feet along the arc of a 40.00 foot radius curve to the left, through a central angle of 21° 23' 23";
THENCE South 13° 36' 58" East a distance of 3.47 feet to the beginning of a curve;

THENCE 13.41 feet along the arc of a 40.00 foot radius curve to the right, through a central angle of 19° 12' 18";
THENCE South 05° 35' 21" West a distance of 20.09 feet to the beginning of a curve;
THENCE 10.99 feet along the arc of a 40.00 foot radius curve to the left, through a central angle of 15° 44' 31";
THENCE South 10° 09' 10" East a distance of 20.40 feet to the beginning of a curve;
THENCE 17.17 feet along the arc of a 60.00 foot radius curve to the right, through a central angle of 16° 23' 40";
THENCE South 06° 14' 30" West a distance of 55.23 feet;
THENCE South 05° 38' 14" West a distance of 98.97 feet to the beginning of a curve;
THENCE 30.03 feet along the arc of a 100.00 foot radius curve to the left, through a central angle of 17° 12' 11";
THENCE South 11° 33' 58" East a distance of 37.01 feet to the beginning of a curve;
THENCE 28.89 feet along the arc of a 20.00 foot radius curve to the left, through a central angle of 82° 46' 36" ; to the beginning of a curve;
THENCE 7.40 feet along the arc of a 20.00 foot radius curve to the right, through a central angle of 21° 12' 45";
THENCE South 73° 07' 49" East a distance of 49.52 feet;
THENCE South 67° 46' 30" East a distance of 29.01 feet to the beginning of a curve;
THENCE 6.43 feet along the arc of a 20.00 foot radius curve to the left, through a central angle of 18° 25' 48";
THENCE South 86° 12' 18" East a distance of 26.07 feet to a point herein after referred to as **POINT "A"**;
THENCE South 89° 15' 20" East a distance of 103.90 feet;
THENCE North 76° 08' 54" East a distance of 91.92 feet to the beginning of a curve;
THENCE 19.98 feet along the arc of a 60.00 foot radius curve to the right, through a central angle of 19° 04' 41";
THENCE South 86° 53' 53" East a distance of 243.59 feet;
THENCE South 88° 30' 00" East a distance of 95.18 feet to the beginning of a curve;
THENCE 9.79 feet along the arc of a 60.00 foot radius curve to the left, through a central angle of 09° 21' 01";
THENCE North 82° 09' 00" East a distance of 55.50 feet;
THENCE North 81° 57' 52" East a distance of 223.99 feet;
THENCE North 78° 08' 45" East a distance of 70.98 feet;
THENCE North 63° 39' 57" East a distance of 79.03 feet;
THENCE North 75° 29' 41" East a distance of 81.45 feet;
THENCE South 74° 43' 29" East a distance of 72.73 feet;
THENCE South 70° 06' 18" East a distance of 107.44 feet;
THENCE South 74° 06' 43" East a distance of 159.08 feet;
THENCE South 77° 15' 19" East a distance of 117.18 feet;
THENCE South 69° 20' 24" East a distance of 35.03 feet;
THENCE South 60° 57' 38" East a distance of 33.02 feet;
THENCE South 70° 33' 10" East a distance of 102.03 feet;
THENCE South 83° 35' 00" East a distance of 94.67 feet;
THENCE South 65° 13' 52" East a distance of 57.36 feet;
THENCE South 77° 35' 38" East a distance of 154.16 feet;
THENCE North 82° 40' 56" East a distance of 59.43 feet;
THENCE North 88° 11' 15" East a distance of 52.17 feet;
THENCE South 59° 58' 06" East a distance of 43.46 feet;

THENCE South 51° 36' 41" East a distance of 21.51 feet;
THENCE South 41° 57' 46" West a distance of 24.45 feet;
THENCE South 59° 41' 28" West a distance of 31.15 feet;
THENCE South 64° 45' 01" West a distance of 101.27 feet;
THENCE South 47° 53' 50" West a distance of 22.78 feet;
THENCE South 19° 23' 45" West a distance of 59.79 feet;
THENCE South 55° 24' 21" West a distance of 72.87 feet;
THENCE South 11° 50' 40" East a distance of 22.28 feet;
THENCE South 14° 56' 13" West a distance of 22.61 feet;
THENCE South 30° 18' 11" West a distance of 19.38 feet;
THENCE South 07° 54' 29" East a distance of 45.91 feet;
THENCE South 44° 56' 36" West a distance of 33.64 feet;
THENCE South 51° 24' 19" West a distance of 28.63 feet;
THENCE South 12° 07' 25" West a distance of 45.58 feet;
THENCE South 63° 24' 50" West a distance of 29.25 feet;
THENCE North 72° 18' 25" West a distance of 9.38 feet;
THENCE North 71° 11' 39" West a distance of 47.77 feet;
THENCE North 81° 07' 40" West a distance of 25.94 feet to the beginning of a non-tangent curve;
THENCE from a tangent which bears South 11°37'35" East a distance of 38.43 feet along the arc of a 24.00 foot radius curve to the right, through a central angle of 91° 44' 08";
THENCE South 70° 26' 13" West a distance of 82.69 feet to the beginning of a curve;
THENCE 60.26 feet along the arc of a 50.00 foot radius curve to the right, through a central angle of 69° 03' 20";
THENCE North 40° 30' 26" West a distance of 10.57 feet to the beginning of a curve;
THENCE 27.04 feet along the arc of a 30.00 foot radius curve to the left, through a central angle of 51° 38' 18";
THENCE South 87° 51' 15" West a distance of 15.40 feet;
THENCE North 84° 29' 25" West a distance of 51.97 feet;
THENCE South 52° 28' 18" West a distance of 133.64 feet;
THENCE South 64° 45' 30" West a distance of 47.13 feet;
THENCE South 31° 37' 15" West a distance of 51.88 feet;
THENCE South 65° 28' 35" West a distance of 43.13 feet;
THENCE South 48° 43' 57" West a distance of 66.85 feet;
THENCE South 45° 20' 51" West a distance of 49.69 feet;
THENCE South 45° 13' 31" West a distance of 69.95 feet;
THENCE North 11° 30' 59" West a distance of 49.49 feet;
THENCE North 11° 30' 59" West a distance of 35.94 feet;
THENCE South 81° 24' 24" West a distance of 56.82 feet;
THENCE South 22° 07' 09" West a distance of 69.81 feet;
THENCE South 07° 09' 20" East a distance of 16.69 feet;
THENCE South 50° 55' 53" West a distance of 48.93 feet;
THENCE South 30° 35' 44" West a distance of 51.49 feet;
THENCE South 23° 29' 15" West a distance of 34.59 feet;
THENCE South 27° 52' 52" West a distance of 91.17 feet;
THENCE South 26° 05' 46" West a distance of 180.86 feet;
THENCE South 45° 12' 55" West a distance of 327.51 feet;
THENCE South 59° 28' 40" West a distance of 88.49 feet;
THENCE South 46° 30' 36" West a distance of 63.63 feet to the beginning of a curve;

THENCE 20.89 feet along the arc of a 100.00 foot radius curve to the left, through a central angle of 11° 58' 18";
THENCE South 34° 32' 18" West a distance of 111.55 feet to the beginning of a curve;
THENCE 84.38 feet along the arc of a 100.00 foot radius curve to the right, through a central angle of 48° 20' 45";
THENCE South 82° 53' 04" West a distance of 41.03 feet;
THENCE North 85° 12' 44" West a distance of 46.29 feet to the beginning of a curve;
THENCE 80.19 feet along the arc of a 50.00 foot radius curve to the left, through a central angle of 91° 53' 21";
THENCE South 02° 53' 55" West a distance of 71.73 feet;
THENCE South 15° 10' 29" West a distance of 54.79 feet;
THENCE South 39° 57' 02" West a distance of 41.49 feet;
THENCE South 29° 05' 28" West a distance of 102.82 feet to the beginning of a curve;
THENCE 350.98 feet along the arc of a 500.00 foot radius curve to the right, through a central angle of 40° 13' 11";
THENCE South 69° 18' 39" West a distance of 105.13 feet to the beginning of a curve;
THENCE 21.90 feet along the arc of a 100.00 foot radius curve to the left, through a central angle of 12° 32' 57";
THENCE South 56° 45' 43" West a distance of 80.85 feet;
THENCE South 81° 01' 07" West a distance of 210.17 feet to a point herein after referred to as **POINT "B"**;
THENCE South 69° 13' 21" West a distance of 186.76 feet
THENCE South 82° 52' 37" West a distance of 96.69 feet;
THENCE South 68° 28' 38" West a distance of 57.87 feet;
THENCE South 80° 43' 51" West a distance of 180.85 feet;
THENCE South 64° 33' 55" West a distance of 78.35 feet;
THENCE South 71° 30' 33" West a distance of 98.63 feet;
THENCE South 27° 37' 31" West a distance of 93.06 feet to the beginning of a non-tangent curve;
THENCE from a tangent which bears South 14°48'10" West a distance of 83.99 feet along the arc of a 80.00 foot radius curve to the right, through a central angle of 60° 09' 25";
THENCE South 69°55'56" West a distance of 164.94 feet to the westerly line of said Parcel and the **POINT OF TERMINATION**, also from which the southwest corner of said parcel bears South 01°10'24" West a distance of 138.40 feet.

The sidelines of said easement shall be prolonged or shortened to begin on the easterly line and end on the westerly line of said Parcel 1B.

Containing 4.04 acres of land, more or less.

SEE EXHIBIT "B-1" attached hereto and made a part hereof.

The **BASIS OF BEARINGS** for this description is as shown on Record of Survey Number 5490.

TRAIL AREA D

An easement being 15.00 feet in width, lying 7.50 feet each side of the herein described centerline.

BEGINNING at the aforementioned **POINT "A"**;

THENCE South 26° 40' 28" West a distance of 32.34 feet;

THENCE South 28° 57' 04" West a distance of 39.90 feet;

THENCE South 38° 37' 00" West a distance of 47.67 feet;

THENCE South 21° 37' 42" West a distance of 88.15 feet;

THENCE South 09° 43' 15" West a distance of 87.69 feet;

THENCE South 29° 00' 23" West a distance of 39.36 feet to the beginning of a curve;

THENCE 11.36 feet along the arc of a 50.00 foot radius curve to the right, through a central angle of 13° 01' 08";

THENCE South 42° 01' 31" West a distance of 63.88 feet;

THENCE South 42° 07' 08" West a distance of 101.17 feet;

THENCE South 35° 05' 38" West a distance of 70.45 feet;

THENCE South 49° 54' 22" West a distance of 44.02 feet;

THENCE South 28° 27' 33" West a distance of 131.51 feet;

THENCE South 54° 57' 02" West a distance of 243.51 feet;

THENCE South 76° 29' 08" West a distance of 142.58 feet;

THENCE South 70° 15' 03" West a distance of 124.47 feet;

THENCE South 54° 07' 36" West a distance of 42.71 feet;

THENCE South 71° 24' 47" West a distance of 28.06 feet;

THENCE North 51° 07' 36" West a distance of 11.57 feet;

THENCE South 46° 11' 28" West a distance of 35.04 feet to the beginning of a curve;

THENCE 9.82 feet along the arc of a 40.00 foot radius curve to the right, through a central angle of 14° 03' 47";

THENCE South 60° 15' 15" West a distance of 34.23 feet;

THENCE South 25° 23' 54" West a distance of 46.00 feet to the beginning of a curve;

THENCE 6.99 feet along the arc of a 40.00 foot radius curve to the right, through a central angle of 10° 01' 04";

THENCE South 35° 24' 58" West a distance of 49.50 feet;

THENCE South 52° 57' 24" West a distance of 66.50 feet to the beginning of a curve;

THENCE 6.65 feet along the arc of a 40.00 foot radius curve to the left, through a central angle of 09° 31' 25";

THENCE South 43° 25' 59" West a distance of 74.29 feet;

THENCE South 48° 08' 19" West a distance of 70.65 feet;

THENCE South 64° 33' 14" West a distance of 34.17 feet;

THENCE South 41° 58' 11" West a distance of 26.60 feet;

THENCE South 20° 14' 24" West a distance of 29.61 feet;

THENCE South 71° 06' 16" West a distance of 22.85 feet;

THENCE South 50° 26' 32" East a distance of 13.77 feet;

THENCE South 88° 19' 52" East a distance of 158.97 feet;

THENCE South 63° 11' 09" East a distance of 139.88 feet;

THENCE North 88° 03' 44" East a distance of 46.09 feet;

THENCE North 64° 39' 57" East a distance of 35.06 feet;

THENCE South 77° 57' 37" East a distance of 40.89 feet;

THENCE North 65° 41' 14" East a distance of 50.25 feet;

THENCE South 87° 44' 26" East a distance of 144.59 feet;
THENCE North 64° 41' 05" East a distance of 55.73 feet;
THENCE South 77° 46' 23" East a distance of 55.20 feet;
THENCE South 69° 17' 51" East a distance of 360.07 feet;
THENCE South 56° 42' 38" East a distance of 148.38 feet;
THENCE South 71° 18' 35" East a distance of 47.00 feet;
THENCE South 56° 07' 24" East a distance of 96.07 feet;
THENCE South 20° 08' 54" West a distance of 71.52 feet;
THENCE South 01° 12' 14" East a distance of 49.09 feet to the beginning of a curve;
THENCE 26.37 feet along the arc of a 100.00 foot radius curve to the right, through a central angle of 15° 06' 26";
THENCE South 13° 54' 12" West a distance of 29.03 feet to the beginning of a curve;
THENCE 22.00 feet along the arc of a 100.00 foot radius curve to the right, through a central angle of 12° 36' 14";
THENCE South 26° 30' 26" West a distance of 70.52 feet to the beginning of a curve;
THENCE 12.58 feet along the arc of a 100.00 foot radius curve to the right, through a central angle of 07° 12' 22";
THENCE South 34° 48' 32" West a distance of 327.65 feet;
THENCE South 47° 06' 08" West a distance of 87.00 feet;
THENCE South 56° 53' 50" West a distance of 91.59 feet;
THENCE South 48° 04' 56" West a distance of 96.46 feet;
THENCE South 62° 18' 04" West a distance of 133.28 feet to the aforementioned **POINT "B"** and also being the **POINT OF TERMINATION** for this description.

The sidelines of said easement shall be prolonged or shortened to begin and end on the westerly line of said Trail C.

Containing 64,231 square feet of land, more or less.

SEE EXHIBIT "B-1" attached hereto and made a part hereof.

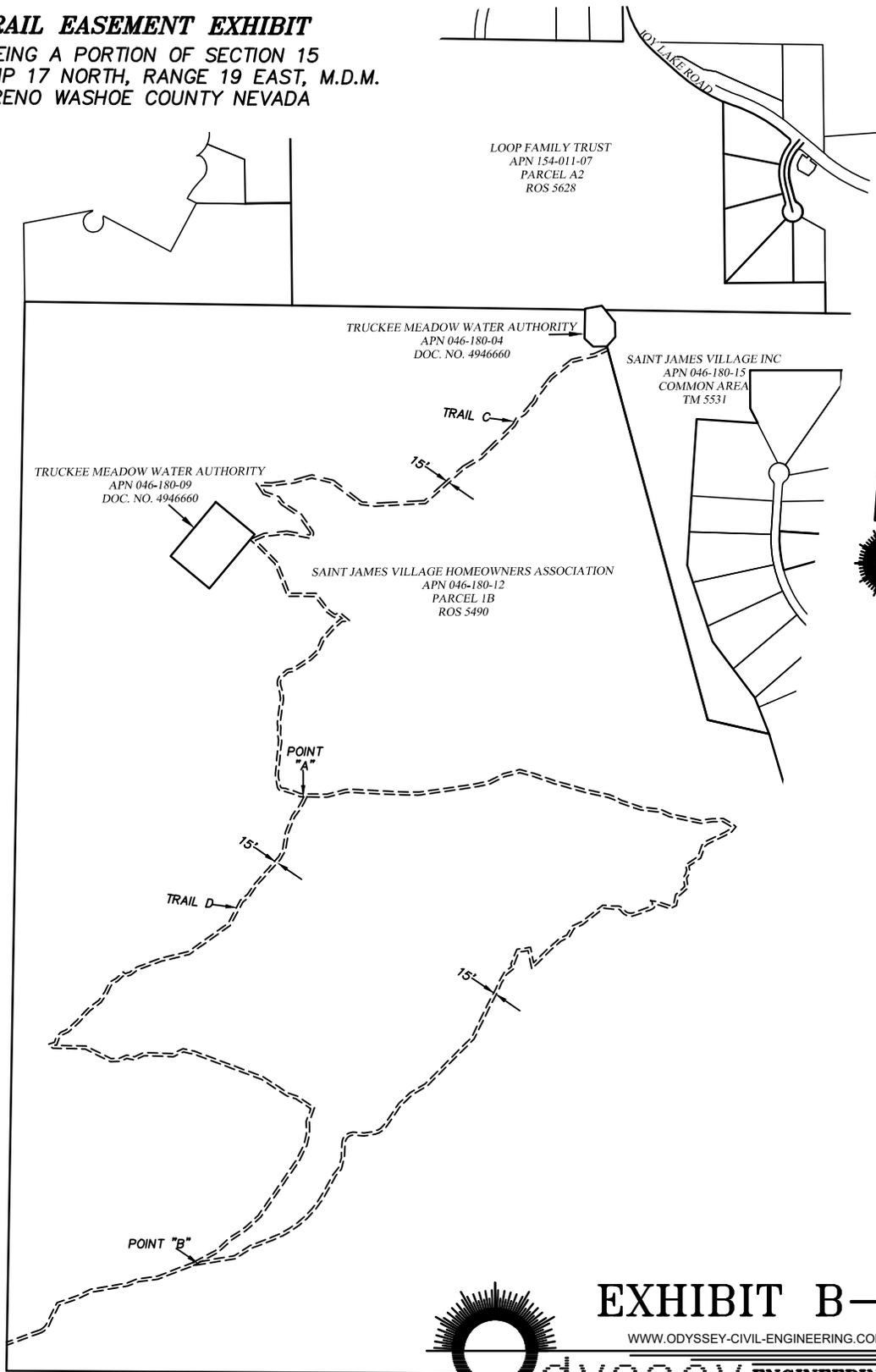
The **BASIS OF BEARINGS** for this description is identical as shown on Record of Survey Number 5490.

Prepared by
Odyssey Engineering, Inc.

Kelly R. Combest, 16444
895 Roberta Lane, Suite 104
Sparks, NV 89431



TRAIL EASEMENT EXHIBIT
BEING A PORTION OF SECTION 15
TOWNSHIP 17 NORTH, RANGE 19 EAST, M.D.M.
RENO WASHOE COUNTY NEVADA



1" = 800'

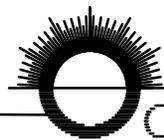


EXHIBIT B-1

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Odyssey ENGINEERING
INCORPORATED

EXHIBIT "2"
Brown's Creek Trail Legal Description
Trail Area E and Trail Area F

SAINT JAMES VILLAGE INC
APN 046-180-15

TRAIL AREA E

All that certain land situate within a portion of Section Fifteen (15), Township Seventeen (17) North, Range Nineteen (19) East, Mount Diablo Meridian (MDM), being a portion of that Common Area as shown on Tract Map Number 5331, recorded June 21, 2019, as File Number 4922453 of the Official Records of Washoe County, Nevada, and being more particularly described as follows:

An easement being 15.00 feet in width, lying 7.50 feet each side of the herein described centerline.

COMMENCING at the most northwest corner of said Common Area;
THENCE along the northerly line of said Common Area, South 88°55'24" East a distance of 314.50 feet to the **POINT OF BEGINNING**;
THENCE South 16° 19' 06" East a distance of 18.50 feet;
THENCE South 25° 52' 53" East a distance of 160.45 feet to the beginning of a non-tangent curve;
THENCE from a tangent which bears South 09°15'25" East, 10.84 feet along the arc of a 5.00 foot radius curve to the right, through a central angle of 124° 13' 00";
THENCE North 54° 04' 29" West a distance of 55.18 feet;
THENCE North 45° 20' 10" West a distance of 99.69 feet;
THENCE North 50° 09' 42" West a distance of 105.21 feet to said northerly line and being the **POINT OF TERMINATION**, also from which said most northwest corner bears North 88°55'24" West a distance of 186.29 feet.

The sidelines of said easement shall be prolonged or shortened to said northerly line.

Containing 6,728 square feet of land, more or less.

SEE EXHIBIT "C-1" attached hereto and made a part hereof.

The **BASIS OF BEARINGS** for this description is identical as shown on Tract Map 5331.

TRAIL AREA F

All that certain land situate within a portion of Section Fifteen (15), Township Seventeen (17) North, Range Nineteen (19) East, Mount Diablo Meridian (MDM), being a portion of that Common Area as shown on Tract Map Number 5331, recorded June 21, 2019, as File Number 4922453 of the Official Records of Washoe County, Nevada, and being more particularly described as follows:

An easement being 15.00 feet in width, lying 7.50 feet each side of the herein described centerline.

COMMENCING at the most northwest corner of said Common Area;
THENCE South 88°55'24" East a distance of 126.32 feet to the **POINT OF BEGINNING**;

THENCE South 20° 06' 20" East a distance of 44.34 feet;
THENCE South 27° 37' 28" East a distance of 32.07 feet;
THENCE South 39° 11' 42" East a distance of 77.08 feet;
THENCE South 30° 05' 01" East a distance of 33.04 feet to the beginning of a non-tangent curve;
THENCE from a tangent bearing which bears South 30°18'47" East a distance of 21.85 feet along the arc of a 10.00 foot radius curve to the right, through a central angle of 125°12'30";
THENCE North 68°55'09" West a distance of 44.20 feet;
THENCE South 84° 45' 55" West a distance of 103.91 feet;
THENCE South 67° 13' 20" West a distance of 61.80 feet to the easterly line of said Common Area and being the **POINT OF TERMINATION**, also from which said most northwest corner bears North 03°04'41" West a distance of 193.55 feet.

The sidelines of said easement shall be prolonged or shortened to begin on said northerly and easterly line of said Common Area.

Containing 6,274 square feet of land, more or less.

SEE EXHIBIT "C-1" attached hereto and made a part hereof.

The **BASIS OF BEARINGS** for this description is identical as shown on Tract Map 5331.

Prepared by
Odyssey Engineering, Inc.

Kelly R. Combest, 16444
895 Roberta Lane, Suite 104
Sparks, NV 89431



TRAIL EASEMENT EXHIBIT
BEING A PORTION OF SECTION 15 TOWNSHIP 17
NORTH, RANGE 19 EAST, M.D.M.
RENO WASHOE COUNTY NEVADA



LOOP FAMILY TRUST
APN 154-011-07
PARCEL A2
ROS 5628

**TRUCKEE MEADOW
WATER AUTHORITY**
APN 046-180-04
DOC. NO. 4946660

**SAINT JAMES VILLAGE
HOMEOWNERS ASSOCIATION**
APN 046-180-12
PARCEL 1B
ROS 5490

SAINT JAMES VILLAGE INC
APN 046-180-15
COMMON AREA
TM 5531

1" = 200'

EXHIBIT C-1

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**dyssey ENGINEERING
INCORPORATED**

