

APN# _____

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10/09/2012 10:54:40 AM

Requested By
WASHOE COUNTY CLERK
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 9



(for Recorder's use only)

Ordinance 1498-DA 12-001
(Title of Document)

Please complete Affirmation Statement below:

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.
(Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law: _____
(State specific law)

Jaime Dellera
Signature

Supervisor
Title

JAIME DELLERA
Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

SUMMARY: Approves a Development Agreement with St. James's Village pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Development Agreement Case Number DA12-001 for St. James's Village (Tentative Subdivision Map Case No. TM5-2-92 that was previously approved by the Washoe County Commission). The sole purpose of the Development Agreement is to extend the expiration date of said subdivision map until October 11, 2016, with a possible second extension to October 11, 2020.

BILL NO. 11678

ORDINANCE NO. 1498

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NUMBER DA12-001 FOR ST. JAMES'S VILLAGE (TENTATIVE SUBDIVISION MAP CASE NO. TM5-2-92 THAT WAS PREVIOUSLY APPROVED BY THE WASHOE COUNTY COMMISSION). THE SOLE PURPOSE OF THE DEVELOPMENT AGREEMENT IS TO EXTEND THE EXPIRATION DATE OF SAID SUBDIVISION MAP UNTIL OCTOBER 16, 2016, WITH A POSSIBLE SECOND EXTENSION TO OCTOBER 16, 2020. 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, THE TOTAL NUMBER OF RESIDENTIAL DWELLINGS ALLOWED BY THE APPROVED TENTATIVE MAP IS 530. THE PARCELS ARE SITUATED IN PORTIONS OF SECTIONS 10, 13, 14, 15 AND 23, T17N, R19E MDM, WASHOE COUNTY, NEVADA (APNS 046-132-06; 153-131-13; 156-040-06; 156-111-23; 156-141-04; 156-040-09 AND 046-060-45).

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE DO ORDAIN:

SECTION 1.

Development Agreement CASE NUMBER DA12-001 for St. James's Village is an acceptable document.

DEVELOPMENT AGREEMENT

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

1. GENERAL.

1.1 Property. 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 units known as Tentative Subdivision Map Case File No. TM 5-2-92 (St. James's Village)(the "Tentative Map"). Final maps for 223 units have been recorded. The existing lots are served by individual septic tanks, but with the development of 230 lots, the project is required to hook up to the County's Southeast waste treatment facility. Landowner has been filing final maps in a series as authorized by NRS 278.360 (1) (a).

1.3 Final Map Requirement. Pursuant to NRS 278.360(1), unless the parties have entered into an agreement concerning the development of land authorized by NRS 278.0201, Landowner must cause its next in a series of final maps (the "Final Map") to be recorded prior to October 11, 2012.

1.4 Regional Infrastructure.

A. The development of the Property contemplates the construction and completion of the Pleasant Valley Sewer Interceptor which will provide long term sewer service to the Property and other properties from the existing County Southeast Wastewater Treatment Facility. The construction of the Pleasant Valley Sewer Interceptor has been delayed due to circumstances beyond the control of the Landowner and the County.

B. The development of the Property has been affected by the construction of the I-580 freeway from the Mt. Rose Highway to Winter's Ranch, which runs immediately adjacent to the Property. Due to circumstances beyond the control of the Landowner, the Freeway Project has been delayed.

C. The Landowner and the County believe it would be in the public's best interests to delay development of the Property in accordance with the Tentative Map so that the development can be more closely coordinated with the completion of the Pleasant Valley Sewer Interceptor and the Freeway Project.

Ordinance
DA12-001 St. James's Village Page 2 of 6

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 Washoe County Development Code. 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 elements are described:

A. the land which is subject to this Agreement is the Property is described in Exhibit A hereto;

B. the duration of this Agreement commences upon execution hereof by the last party and, unless sooner terminated under NRS 278.0205, or Subsection 2.3 expires on October 16, 2016, unless extended pursuant to the provisions of Subsection 2.4 below; and

C. the permitted uses on the Property, the density or intensity of its use, the maximum height and size of proposed buildings, and the provisions for the dedication of any portion of the Property for public use are as provided in the Tentative Map and applicable law.

2.2 Public Improvements. Terms and conditions relating to construction and financing of necessary improvements and facilities are contained in the Tentative Map.

2.3 Extension Of Time To Record Final Map. The parties hereby agree that the time for Landowner to record the next in a series of final maps in accordance with NRS 278.360 (1) (a) shall be extended to October 16, 2016, and if a final map is filed by that date, the filing deadline for subsequent final maps shall be as stated in NRS 278.306 (1) (a) (2), and this Agreement becomes expired.

2.4 Further Extension. In the event that the Pleasant Valley Sewer Interceptor and the Freeway Project have not progressed to be consistent with the development of the Property, or for other good cause (as may be determined by the Director of the Community Development Department, whose decisions may be appealed to the Washoe County Board of Adjustment), then the duration of this Agreement as stated in Subsection 2.1.B, and the extension of the deadline to file the next in a series of final maps , as stated in Subsection 2.3, shall be further extended to October 16, 2020.

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 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

3.4 Attorney's fees and costs.. If litigation is brought by either party to enforce this agreement, the court may award reasonable attorney's fees, court costs and interest to the prevailing party.

3.5 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.

3.6 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.

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

3.8 Written Amendments. This Agreement may not be modified, amended, altered or changed in any respect whatsoever except by further agreement in writing, duly executed by both parties. 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.

3.9 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.

3.10 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.

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

LANDOWNER:

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

COUNTY:

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

By: ~~_____~~ Ghassan Dahlawi

By: Robert M Larkin
Chairman

Date: Aug. 12, 2012

Date: 9/25/12

ATTEST:

Amy Harvey
AMY HARVEY, County Clerk


The seal of Washoe County, Nevada, is circular with a double border. The outer border contains the text "COUNTY OF WASHOE" at the top and "STATE OF NEVADA" at the bottom. The inner border contains the text "SEAL OF WASHOE COUNTY". In the center of the seal is a stylized emblem featuring a mountain range, a river, and a sun.

Exhibit A

St. James's Village Parcel Numbers:

046-132-06

156-131-13

156-040-06

156-111-23

156-141-04

156-040-09

046-060-45

Passage and Effective Date

This ordinance was proposed on 8-28-12 by
Commissioner HUMKE.

This ordinance was passed on 9-25-12.

Those voting "aye" were Larkin, Weber, Brotenitz, Jung, Humke
Those voting "nay" were NONE.
Those absent were NONE.
Those abstaining were NONE.

This ordinance shall be in force and effect from and after
the 5th day of October, 2012.

Robert M Larkin

Robert M. Larkin, Chairman
Board of County Commissioners
Washoe, County, Nevada

Amy Harvey
Amy Harvey
County Clerk





WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Jaime Delleria
Signature

10-9-12
Date

Jaime Delleria
Printed Name

RENO NEWSPAPERS INC

WASHOE COUNTY
COMPTROLLER

Publishers of

2012 OCT -8 AM 9: 57

Reno Gazette-Journal

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STATE OF NEVADA
COUNTY OF WASHOE

Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper of general circulation published in Reno, Washoe County, State of Nevada, that the notice referenced below has published in each regular and entire issue of said newspaper between the dates: **09/28/2012 - 10/05/2012**, for exact publication dates please see last line of Proof of Publication below.

Subscribed and sworn to before me

Signed: 
Gina Briles


TANA CICCOTTI
Notary Public, State of Nevada
Appointment No. 02-75259-2
My Appt. Expires May 16, 2014



OCT 5 2012

Proof of Publication

NOTICE OF ADOPTION WASHOE COUNTY ORDINANCE NO.1498 BILL NO. 1678 An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Development Agreement Case Number DA12-001 for St. James's Village (Tentative Subdivision Map Case No. TM5-2-92 that was previously approved by the Washoe County Commission). The sole purpose of the development agreement is to extend the expiration date of said subdivision map until October 16, 2016, with a possible second extension to October 16, 2020. The project is located along the central portion (on both sides) of Joy Lake Road, west of the I580 freeway. The project encompasses a total of approximately 1,626 acres, the total number of residential dwellings allowed by the approved tentative map is 530. The parcels are situated in portions of sections 10, 13, 14, 15 and 23, T17N, R19E MDM, Washoe County, Nevada (APNs 046-132-06; 153-131-13; 156-040-06; 156-111-23; 156-141-04; 156-040-09 and 046-060-45). (Bill No. 1678) NOTICE IS HEREBY GIVEN that typewritten copies of the above-numbered and entitled ordinance are available for inspection by the interested parties at the office of the County Clerk of Washoe County, Nevada, at her office in the Washoe County Complex, 1001 E. Ninth Street, Building A, Reno, Washoe County, Nevada; and that the ordinance was proposed on August 28, 2012 by Commissioner Humke and was passed and adopted without amendment

1498 ✓

at a regular meeting held on September 25, 2012 by the following vote of the Board of County Commissioners: Those Voting Aye: Bonnie Weber David Humke Robert Larkin Kitty Jung John Breternitz Those Voting Nay: None Those Absent: None This ordinance shall be in full force and effect after the date of the second publication of such ordinance by its title only on October 5, 2012. IN WITNESS WHEREOF, the Board of County Commissioners of Washoe County, Nevada, has caused this ordinance to be published by title only. DATED: September 26, 2012. AMY HARVEY, Washoe County Clerk and Clerk of the Board of County Commissioners No. 788115 Sept 28, Oct 5, 2012

**NOTICE OF ADOPTION
WASHOE COUNTY ORDINANCE NO.1498
BILL NO. 1678**

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Those Voting Aye: Bonnie Weber
David Humke
Robert Larkin
Kitty Jung
John Breternitz

Those Voting Nay: None
Those Absent: None

This ordinance shall be in full force and effect after the date of the second publication of such ordinance by its title only on October 5, 2012.

IN WITNESS WHEREOF, the Board of County Commissioners of Washoe County, Nevada, has caused this ordinance to be published by title only.

DATED: September 26, 2012.

AMY HARVEY, Washoe County Clerk and Clerk of the Board of County Commissioners

No. 788115 Sept 28, Oct 5, 2012