

**City of Carson City
Agenda Report**

Date Submitted: March 21, 2014

Agenda Date Requested: April 3, 2014
Time Requested: 5 minutes

To: Mayor and Board of Supervisors

From: Community Development – Planning Division
Public Works – Engineering Division

Subject Title: For Possible Action: To adopt Bill No. 106 on second reading, Ordinance No. _____, an ordinance amending the Schulz Ranch Development Agreement between Carson City, Schulz Ranch LLC and Ryder-DUDA LLC to add the phasing of development improvements and other matters properly related thereto. (Susan Dorr Pansky)

Staff Summary: Schulz Ranch is a Common Open Space Subdivision located between Center Drive and Schulz Drive on APNs 009-311-64, -65, -67, -68, 010-671-06, -07, -08, -09, -10, -11, -12, -13, -14 and -15. The purpose of this Development Agreement amendment is to provide a phasing plan for improvements as required by the previously approved Schulz Ranch Development Agreement, which will allow the developers to move forward with the project.

Type of Action Requested:

Resolution

Formal Action/Motion

Ordinance - Second Reading

Other (Specify)

Does This Action Require A Business Impact Statement: () Yes (X) No

Prior Board Action: Approved the ordinance on first reading on March 20, 2014, by a vote of 5 ayes and 0 nays.

Recommended Board Action: "I move to adopt Bill No. 106 on second reading, Ordinance No. _____, an ordinance amending the Schulz Ranch Development Agreement between Carson City, Schulz Ranch LLC and Ryder-DUDA Carson LLC, regarding the development of a Common Open Space Subdivision, located between Center Drive and Schulz Drive, APNs 009-311-64, -65, -67, -68, 010-671-06, -07, -08, -09, -10, -11, -12, -13, -14 and -15 to provide a phasing plan for development, and other matters properly related thereto."

Explanation for Recommended Board Action: Consistent with the original Schulz Ranch Development Agreement, the developer intends to begin improvements and record the first final map prior to the August 21, 2014 deadline. In order to move forward, the Development Agreement must be amended to include a phasing plan for improvements associated with the project.

Applicable Statute, Code, Policy, Rule or Regulation: CCMC 17.08 (Development Agreements); NRS 278.0205 (Agreement with governing body concerning development of land:

Amendment or cancellation; review of development by governing body; notice; approval of amendment; filing and recording of amendment.)

Fiscal Impact: N/A

Explanation of Impact: N/A

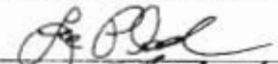
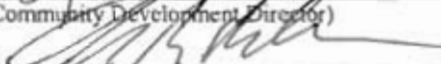
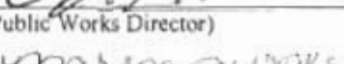
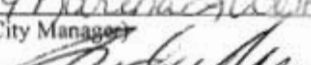
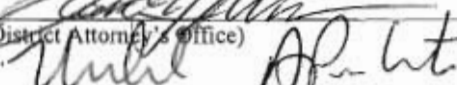
Funding Source: N/A

- Alternatives:**
- 1) Deny the Development Agreement Amendment.
 - 2) Make modifications to the proposed Development Agreement Amendment.

Supporting Material:

- 1) Staff Memo
- 2) Ordinance
- 3) Amended Schulz Ranch Development Agreement

Prepared By: Susan Dorr Pansky, Planning Manager

<p>Reviewed By:</p> <p><u></u> (Community Development Director)</p> <p><u></u> (Public Works Director)</p> <p><u></u> (City Manager)</p> <p><u></u> (District Attorney's Office)</p> <p><u></u> (Finance Director)</p>	<p>Date: <u>3-25-14</u></p> <p>Date: <u>3-25-14</u></p> <p>Date: <u>3/25/14</u></p> <p>Date: <u>3/25/14</u></p> <p>Date: <u>3/25/14</u></p>
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Board Action Taken:

<p>Motion: _____</p>	<p>1) _____</p> <p>2) _____</p>	<p>Aye/Nay</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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(Vote Recorded By)



Carson City Planning Division

108 E. Proctor Street
Carson City, Nevada 89701
(775) 887-2180
www.carson.org
www.carson.org/planning

MEMO TO: Mayor and Board of Supervisors

FROM: Community Development, Planning Division
Public Works, Engineering

DATE: March 5, 2014

SUBJECT: MISC-14-003 – Schulz Ranch Development Agreement Amendment

Manhard Consulting, on behalf of Schulz Ranch LLC and Ryder-DUDA Carson LLC (Developer), is requesting the approval of an amendment to the previously approved Development Agreement (Agreement) for the Schulz Ranch Common Open Space Subdivision (TSM-05-144).

The Agreement was entered into by the Developer and Carson City as Ordinance 2011-16 on September 1, 2011. This Agreement allowed the Developer additional time to construct the project due to the economic recession and the significant decline in demand for residential housing in Nevada. Per the Agreement, the first final map is to be recorded no later than August 21, 2014.

The Developer has determined that the residential market conditions in Nevada have recovered to a point where they can move forward with the project, and Manhard Consulting intends to begin submitting improvement plans and final maps for approval within the next few months.

The phasing provision in the original Agreement (Section 2.1 Administration of the Project, Phasing) stipulated that because phasing could not be identified the City and Developer at the time the Agreement was created, a phasing plan would need to be provided and the Agreement amended to including this plan.

The Developer has provided a phasing plan and minor modifications to the Agreement, which have been reviewed by the Planning Division, the Public Works Department and the District Attorney's Office.

It is staff's recommendation that the Board of Supervisors approve the proposed amendment to the Agreement as presented so the Developer may move forward with improvement plans and final maps for the project.

BILL NO. 106

ORDINANCE NO. 2014-_____

AN ORDINANCE APPROVING A FIRST AMENDMENT TO A DEVELOPMENT AGREEMENT BETWEEN CARSON CITY, SCHULZ RANCH LLC AND RYDER-DUDA CARSON LLC TO ADD THE PHASING OF DEVELOPMENT IMPROVEMENTS AND OTHER MATTERS PROPERLY RELATED THERETO.

Fiscal effect: None

THE BOARD OF SUPERVISORS OF CARSON CITY DOES HEREBY ORDAIN:

SECTION I:

WHEREAS, CARSON CITY, SCHULZ RANCH LLC and RYDER-DUDA CARSON LLC, hereinafter referred to as "SCHULZ RANCH" entered into a Development Agreement which was approved by the Board of Supervisors as Ordinance 2011-16, Bill No. 111 on September 1, 2011 (hereinafter "Development Agreement"). CARSON CITY and SCHULZ RANCH desire to amend the Development Agreement by agreeing to the First Amendment to the Development Agreement (hereinafter "Amendment") attached hereto as Exhibit "1"; and

WHEREAS, the land which is the subject of this Amendment is comprised of land commonly known as Carson City Assessor's Parcel Nos. 009-311-64, -65, -67, -68, 010-671-06, -07, -08, -09, -10, -11, -12, -13, -14 and -15, which parcels were identified in the Tentative Subdivision Map entitled "Schulz Ranch Development Common Open Space Subdivision" (hereinafter "Schulz Ranch Development") that was approved by the Carson City Board of Supervisors on October 20, 2005, and which land is more particularly described in Exhibit "A" to Exhibit "1"; and

WHEREAS, the permitted uses of the land, the density or intensity of the land use, and the maximum height and size of any proposed buildings are provided for in the approved Schulz Ranch Development Map, the conditions of the Map, and the Development Agreement; and

WHEREAS, the Carson City Board of Supervisors finds that the contents of the Amendment conforms with CCMC 17.08, NRS 278.0205 and Carson City's Master Plan; and

NOW, THEREFORE, the Board of Supervisors hereby ordains:

1. The modifications to the Schulz Ranch Development made by the Amendment do not affect the rights of residents to maintain and enforce the provisions of the plan.

2. The modification to the Schulz Ranch Development made by the Amendment are consistent with the efficient development and preservation of the entire Schulz Ranch Development, do not adversely affect either the enjoyment of land abutting upon or across a street from the Schulz Ranch Development or the public interest, and are not granted solely to confer a private benefit upon any person.

3. The First Amendment to the Development Agreement between CARSON CITY and SCHULZ RANCH attached and incorporated herein as Exhibit "1" and associated with all or portions of Carson City Assessor's Parcel Nos. 009-311-64, -65, -67, -68, 010-671-06, -07, -08, -09, -10, -11, -12, -13, -14 and -15, which land is more particularly described in Exhibit "A" to Exhibit "1", is approved.

4. The Board of Supervisors further directs that the City Clerk shall cause a certified copy of this Ordinance and the Amendment to be filed with the Carson City Recorder.

PROPOSED on _____, 2014.

PROPOSED BY Supervisor _____

PASSED _____, 2014.

VOTE:

AYES:

NAYS:

ABSENT:

ROBERT L. CROWELL, Mayor

ATTEST:

ALAN GLOVER, Clerk-Recorder

This ordinance shall be in force and effect from and after the _____ day of the month of _____ of the year 2014.

EXHIBIT "1"

This Development Agreement is hereby amended as follows (bond, underlined text is added, ~~stricken~~ text is deleted):

DEVELOPMENT AGREEMENT
(Amendment No. 1)

THIS DEVELOPMENT AGREEMENT ("Development Agreement or Agreement") made and entered into this _____ day of _____, 201~~4~~4, by and between [~~FB HOLDINGS~~] SCHULZ RANCH, LLC, a [~~Missouri~~] Delaware limited liability company and its assigns and RYDER-DUDA CARSON, LLC, a Nevada limited liability company and its assigns, as Developer of that certain project known as SCHULZ RANCH COMMON OPEN SPACE DEVELOPMENT, hereinafter referred to as "DEVELOPER" and CARSON CITY, a consolidated municipality of the State of Nevada, hereinafter referred to as "CARSON CITY."

RECITALS

1. SCHULZ RANCH COMMON OPEN SPACE DEVELOPMENT, is a proposed development encompassing 115.46 acres of real property, more or less, located in Carson City, Nevada, more particularly described in Exhibit "A";

2. On October 20, 2005, the Carson City Board of Supervisors approved a common open space development tentative map for Five Hundred and Twenty-One (521) single family detached units. A copy of the official minutes and conditions of approval of such action are attached hereto as Exhibit "B" and incorporated herein by this reference ("THE PROJECT").

3. On November 15, 2005, Ordinance No. 2005-30, Bill No. 129 was recorded as Document No. 345949, affecting a Zoning Map Amendment for THE PROJECT to Single Family 6,000 (SF6). A copy of the ordinance is attached hereto as Exhibit "C" and incorporated herein by this reference.

4. On April 6, 2006, CARSON CITY adopted the Schulz Ranch Specific Plan Area (SR-SPA) that established policies to provide a framework for the incorporation of additional housing in the area following the closure of the Race Track. The SR-SPA designates real property associated

with THE PROJECT as Medium Density Residential. A copy of the SR-SPA is attached hereto as Exhibit "D" and incorporated herein by this reference.

5. On August 21, 2007, the most recent final parcel map for the PROJECT was recorded in compliance with Carson City Municipal Code, Section 17.06.015, Time Limit for Recording, thereby extending the date for the tentative map expiration to August 21, 2008. A copy of this final parcel map is attached hereto as Exhibit "E" and incorporated herein by this reference.

6. On August 21, 2008, CARSON CITY approved a one-year extension of the tentative map for the PROJECT, thereby extending the date of the tentative map expiration to August 21, 2009. A copy of this extension is attached hereto as Exhibit "F" and incorporated herein by this reference.

7. On August 20, 2009, CARSON CITY approved a two-year extension of the tentative map for the PROJECT, thereby extending the date of the tentative map expiration to August 21, 2011. A copy of this extension is attached hereto as Exhibit "G" and incorporated herein by this reference.

8. On September 1, 2011, CARSON CITY approved a Development Agreement extending the tentative map to August 21, 2014, and other matters properly related thereto, as Ordinance No. 2011-16.

9[8]. Due to certain market and economic conditions that have developed since THE PROJECT tentative map approval, the DEVELOPER and CARSON CITY believe that it is mutually beneficial to enter into a Development Agreement and each mutually desire that THE PROJECT be developed in accordance with this Development Agreement.

10[9]. CARSON CITY and DEVELOPER desire to hereinafter have the provisions of this Development Agreement govern the development activities of THE PROJECT.

NOW THEREFORE, for good and valuable consideration, and the mutual covenants, conditions and promises herein contained, the parties do agree as follows:

I.

PROJECT CHARACTERISTICS

THE PROJECT is a common open space development within the SF6 zoning designation together with all of the uses accessory to and customarily incidental to the above-referenced zone.

1.1 Based upon the present tentative subdivision map and this Agreement, THE PROJECT will be comprised of Four Hundred and ~~[Ninety-Six]~~ **Twenty Four** ~~[(496)]~~ **(424)** single family dwelling units **(not 521 as mentioned in paragraph 2 of the RECITALS)**, open space and common areas as set forth in the approvals. **See Exhibit "L"**.

1.2 The aforementioned approval of THE PROJECT, Zoning Map Amendment, and Schulz Ranch Specific Plan Area and this Development Agreement shall serve as the intent by CARSON CITY to approve the various phases of THE PROJECT, provided that all of the requisite conditions set forth herein are met.

1.3 Unless otherwise modified with this Agreement, or future modifications to this Agreement, the DEVELOPER agrees to develop THE PROJECT in compliance with the original conditions of approval. All modifications to the Agreement shall be approved by the Carson City Board of Supervisors.

II.

ADMINISTRATION OF THE PROJECT

THE PROJECT shall be developed in accordance with the approvals by the Carson City Board of Supervisors set forth in Exhibit "B" with the following characteristics and requirements:

2.1 PHASING. THE PROJECT ~~[development is anticipated to be developed in phases, however, due to certain market and economic conditions, specific phasing cannot be identified within this Agreement. DEVELOPER and CARSON CITY agree that this Agreement shall be modified to address the phasing of both on-site and off-site improvements prior to the submittal of any building or improvement permit associated with THE PROJECT]~~ **will be developed in four (4) phases; a phasing plan detailing specific on-site and off-site improvements is attached hereto as Exhibit "L"**. Any of the final map phases undertaken by DEVELOPER may proceed concurrently

with project review and approvals to expedite the time frames for approval and recording. Nothing herein shall restrict the overlapping of phasing and concurrent developments or a change in the development phasing sequence so long as the terms of this Agreement are adhered to.

2.2 SCHULZ DRIVE PARCELS. Eight (8) parcels were created on the east side of Schulz Drive, more particularly described in Exhibit "H", with Parcel Map No. 2663, recorded as Document No. 370575 on August 3, 2007, Parcel Map No. 2666, recorded as Document No. 371192 on August 21, 2007, and Parcel Map No. 2667, recorded as Document No. 371193 on August 21, 2007 as a part of THE PROJECT. Sewer improvements proposed as a part of THE PROJECT have not been completed for the purpose of serving said parcels[~~r~~], ~~[[t]]~~herefore, said parcels do not comply with Carson City Municipal Code. CARSON CITY requires that the parcels be brought into compliance or be eliminated. The DEVELOPER agrees to perform one (1) of the following options to meet this requirement no later than June 30, 2012;

- a. Perform a Lot Line Deletion on each subject parcel to eliminate said parcels;
- b. Create and Record a Reversion to Acreage Map to revert the subject parcels back to their previous acreage prior to the recordation of the parcel maps.
- c. Place a Deed Restriction on each subject parcel stating that sewer improvements shall be constructed in conjunction with the development of any parcel, to the satisfaction of the Public Works Director. In the case this Deed Restriction option is exercised, the subject parcels may not be individually sold until such time as said Deed Restrictions have been approved and recorded for each subject parcel.

Copies of these parcel maps are attached hereto as Exhibits "E", "I" and "J" and incorporated herein by this reference.

2.3 EXPIRATION BY INACTION. This Agreement adopted pursuant to CCMC 17.08 requires that THE PROJECT shall be diligently pursued and the approvals referenced above (if no extension is granted) shall expire if the first final map of THE PROJECT is not recorded by August 21, 2014. If the first final map is recorded prior to August 21, 2014, this Agreement shall automatically extend the time for an additional two (2) year period from said date within which the

next succeeding final map must be filed. So long as DEVELOPER files each final map within the two (2) year extension period provided in this Agreement, as envisioned herein, this Agreement shall remain in full force and effect. The DEVELOPER may request additional extensions from the Board of Supervisors beyond that date contemplated above if done in writing at least thirty (30) days prior to the expiration.

2.4 FINAL MAP FINANCIAL ASSURANCES. The approval of each anticipated final map of THE PROJECT shall require a bond, cash deposit, lender set aside letter, letter of credit, and irrevocable certificate of deposit or other approved security to ensure completion of all or any portion of the public improvements associated with said final map equal to one hundred and fifty percent (150%) of the approved engineer's cost estimate. DEVELOPER, at its discretion and option, may install any such public improvements associated with any final map prior to the map's recordation in lieu of posting such security. Any assurance provided shall be periodically reduced in accordance with City approval in order that the entire assurance will be exonerated on final completion of improvement construction, except for a ten percent (10%) retention in accordance with CCMC 17.11.015.

2.5 FURTHER COVENANTS. CARSON CITY shall not require any payments, contributions, economic concessions, or other conditions for approvals, contemplated within or by this Development Agreement other than as provided herein, or as provided in the Board of Carson City Supervisors' approval of October 20, 2005. Nothing set forth in this paragraph is to be construed to mean that Carson City cannot charge its standard permit fees.

2.6 MUTUAL COOPERATION. CARSON CITY shall cooperate with DEVELOPER to obtain all necessary approvals, permits or to meet other requirements which are or may be necessary to implement the intent of THE PROJECT approval in this Agreement. Nothing contained in this paragraph, however, shall require CARSON CITY or its employees to function on behalf of DEVELOPER nor shall this Agreement be construed as an implicit pre-approval of any further actions required by CARSON CITY.

2.7 NON-PARTICIPATION BY ONE (1) OR MORE PARTY. Should one or more party of the DEVELOPER or its assigns choose not to participate in this Agreement either voluntarily or by non-action, the parcel(s) owned by that party will be removed from THE PROJECT, subject to approval by CARSON CITY. Should CARSON CITY determine that removal of any parcels associated with the PROJECT will be detrimental to the implementation of the PROJECT, all or in part, the DEVELOPER shall be required to amend the PROJECT's tentative map to accommodate removal of said parcels.

2.8 With the approval of this A[a]greement, the DEVELOPER and CARSON CITY acknowledge that the parcel owned by the BRUNI, A&H TRUST, more particularly described in Exhibit "K", shall no longer be a part of the PROJECT. All remaining parcels will continue to be subject to the conditions of approval set forth herein.

III.

DEFAULTS, REMEDIES, TERMINATION

3.1 GENERAL PROVISIONS. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay in performing any term or provision of this Development Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Development Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination, or institution of legal proceedings, or issuances of any building or improvement permit.

a. After notice and expiration of the thirty (30) day period, the non-defaulting party to this Development Agreement, at its option, may institute legal proceedings pursuant to this Agreement. Following notice of intention to terminate, the matter shall be scheduled for consideration and review by CARSON CITY.

- b.** Following consideration of the facts and evidence presented in said review before CARSON CITY, either party alleging the default by the other party may give written notice of termination of this Development Agreement to the other party.
- c.** Evidence of default may also arise in the course of periodic review of this Development Agreement. If either party determines that the other party is in default following the completion of the normal periodic review, said party may give written notice of termination of this Development Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default where appropriate. If the alleged default is not cured within sixty (60) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, this Development Agreement shall be deemed terminated.
- d.** It is hereby acknowledged and agreed that any portion of THE PROJECT which is the subject of a final map shall not be affected by or jeopardized in any respect by any subsequent default affecting THE PROJECT. In the event CARSON CITY does not accept, review, approve or issue necessary permits or entitlements for use in a timely fashion as defined by this Development Agreement, or as otherwise agreed by the parties, CARSON CITY agrees that DEVELOPER shall not be obligated to proceed with or complete THE PROJECT, or any phase thereof, nor shall resulting delays in DEVELOPER's performance constitute grounds for termination or cancellation of this Development Agreement.

3.2 ENFORCED DELAY, EXTENSION OF TIME OF PERFORMANCE. In addition to specific provisions of this Development Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, not parties to this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary

environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to CARSON CITY within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, as may be mutually agreed upon. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. CARSON CITY shall not be held liable to the DEVELOPER for damages (actual, incidental, or otherwise) as a result of its failure to review or approve permits and entitlements in a timely manner.

IV.

MISCELLANEOUS

4.1 CARSON CITY CODE. THE PROJECT shall comply with all ordinances and fees adopted by CARSON CITY, applied in a uniform basis to all development projects in CARSON CITY.

4.2 Final maps shall comply with the Exhibit "B" conditions and be recorded in accordance with all applicable CARSON CITY ordinances.

4.3 The proposed development shall be in accord with the objective of Title 17 of Carson City Municipal Code.

4.4 Should any provision of this Agreement be deemed to be in conflict with the Exhibit "B" conditions of approval, the Exhibit "B" conditions shall prevail **except that THE PROJECT will be comprised of Four Hundred and Twenty Four (424) single family dwelling units (not 521 as mentioned in paragraph 2 of the RECITALS), open space and common areas as set forth in the approvals. See Exhibit "L".**

V.

APPLICABLE LAW AND ATTORNEYS' FEES

This Development Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Should any legal action be brought by either party relating to this Development Agreement or to enforce any provision herein, the prevailing party of such action shall

be entitled to reasonable attorney's fees, court costs and such other costs as may be fixed by the court.

VI.

SUCCESSORS AND ASSIGNS

The parties hereto agree that the terms and conditions of this Agreement shall bind and inure to the benefits of the parties' successors and assigns.

VII.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes all other agreements, written or oral, between the parties with respect to such subject matter.

VIII.

HOLD HARMLESS AND INDEMNIFICATION

DEVELOPER hereby agrees to, and shall hold CARSON CITY, its elective and appointive boards, commissions, officers, agents and employees harmless from any liability for damage or claims for property damage which may arise from DEVELOPER or DEVELOPER'S contractors', subcontractors', agents', or employees' operations under this Development Agreement, whether such operations at the PROJECT by DEVELOPER or by any of DEVELOPER'S contractors, subcontractors, or by any one or more person directly or indirectly employed by, or acting as agent for DEVELOPER or any of DEVELOPER'S contractors or subcontractors. DEVELOPER agrees to, and shall defend CARSON CITY, its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused or alleged to have been caused by reason of the aforesaid operations at the PROJECT. The foregoing Indemnity shall not apply to (i) the actions of CARSON CITY or ~~its~~its elective and appointive boards, commissions, officers, agents or employees, or (ii) DEVELOPER failure to recommence development of the PROJECT.

IX.

PROJECT AS PRIVATE UNDERTAKING

It is specifically understood and agreed by and between the parties hereto that the subject PROJECT is a private development and no partnership, joint venture or other association of any kind is formed by this Development Agreement. The only relationship between CARSON CITY and DEVELOPER is that of a government entity regulating the development of private property within the parameters of applicable law and the owner of such private property.

X.

FURTHER ASSURANCES

In the event of any legal action instituted by any third party or other government entity or official challenging this Development Agreement, CARSON CITY and DEVELOPER shall cooperate and use their best efforts in defending any such action.

Effective this _____ day of _____, 201[4].

DEVELOPER:

CARSON CITY:

~~[FB HOLDINGS]~~ **SCHULZ RANCH**, LLC, a
~~[Missouri]~~**Delaware** limited liability company
By: First Bank, Authorized Agent

CARSON CITY, a consolidated
municipality

By: _____
NAME
Title

By: _____
ROBERT L. CROWELL
Mayor

RYDER-DUDA CARSON, LLC, a Nevada
limited liability company

By: _____
NAME
Title

Approved as to form:

CARSON CITY DISTRICT ATTORNEY

By: _____

STATE OF)
) ss.
COUNTY OF)

On _____, 201[4]4, personally appeared before me, a notary public, _____, personally known (or proved) to me to be the person who's name is subscribed to the foregoing instrument, who acknowledged to be that he/she is the _____, of [~~FB HOLDINGS~~] **SCHULZ RANCH**, LLC, a [~~Missouri~~] **Delaware** Limited liability company, and who further acknowledged to me that he/she executed the foregoing Development Agreement on behalf of said company.

NOTARY PUBLIC

STATE OF)
 : ss.
COUNTY OF)

On _____, 201[4]4, personally appeared before me, a notary public, _____, personally known (or proved) to me to be the person who's name is subscribed to the foregoing instrument, who acknowledged to be that he/she is the _____, of RYDER-DUDA CARSON, LLC, a Nevada limited liability company, and who further acknowledged to me that he/she executed the foregoing Development Agreement on behalf of said company.

NOTARY PUBLIC

EXHIBIT "A"

All that real property situated in Carson City, Nevada more particularly described as follows:

Parcel 2 of Parcel Map No. 2657, Document No. 369098, recorded in the Official Records of Carson City, Nevada on June 27, 2007. Containing approximately 24.73 acres.

Parcel 4 of Parcel Map No. 2657, Document No. 369098, recorded in the Official Records of Carson City, Nevada on June 27, 2007. Containing approximately 26.63 acres.

Parcel 1B of Parcel Map No. 2664, Document No. 370576, recorded in the Official Records of Carson City, Nevada on August 3, 2007. Containing approximately 6.11 acres.

Parcel 1A of Parcel Map No. 2664, Document No. 370576, recorded in the Official Records of Carson City, Nevada on August 3, 2007. Containing approximately 21.01 acres.

Parcel 3B of Parcel Map No. 2663, Document No. 370575, recorded in the Official Records of Carson City, Nevada on August 3, 2007. Containing approximately 34.09 acres.

Parcel 3A of Parcel Map No. 2663, Document No. 370575, recorded in the Official Records of Carson City, Nevada on August 3, 2007. Containing approximately 19,507 square feet.

Parcel 1 of Parcel Map No. 2666, Document No. 371192, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 12,887 square feet.

Parcel 2 of Parcel Map No. 2666, Document No. 371192, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 15,485 square feet.

Parcel 3 of Parcel Map No. 2666, Document No. 371192, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 15,333 square feet.

Parcel 4 of Parcel Map No. 2666, Document No. 371192, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 14,687 square feet.

Parcel 1 of Parcel Map No. 2667, Document No. 371193, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 14,984 square feet.

Parcel 2 of Parcel Map No. 2667, Document No. 371193, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 13,733 square feet.

Parcel 4 of Parcel Map No. 2667, Document No. 371193, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 19,929 square feet.

**DEVELOPMENT
SERVICES
DEPARTMENT**

ADMINISTRATION
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
F: 775-887-2112

**BUILDING and
SAFETY DIVISION
PERMIT CENTER**
2621 Northgate Lane, Suite 6
Carson City, NV 89706-1319
Ph: 775-887-2310
F: 775-887-2202

CAPITAL PROJECTS
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
F: 775-887-2112

CONTRACTS
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
F: 775-887-2112

ENGINEERING DIVISION
2621 Northgate Lane, Suite 54
Carson City, NV 89706-1319
Ph: 775-887-2300
F: 775-887-2283

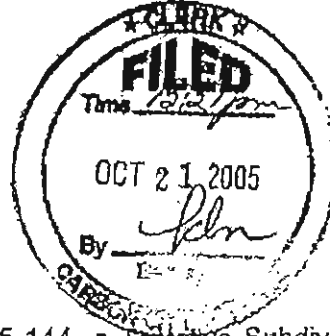
FLEET SERVICES
3303 Butti Way, Building 2
Carson City, NV 89701-3498
Ph: 775-887-2356
F: 775-887-2258

PLANNING DIVISION
2621 Northgate Lane, Suite 62
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PUBLIC WORKS OPERATION
(Water, Sewer, Wastewater,
Streets, Landfill, Environmental)
3505 Butti Way
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F: 775-887-2112

TRANSPORTATION
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CARSON CITY NEVADA
Consolidated Municipality and State Capital



BOARD OF SUPERVISORS
October 20, 2005

NOTICE OF DECISION

A request for approval of TSM-05-144, a Tentative Subdivision Map from Reynen & Bardis Communities, owners: (Burton, Larry & Burton, SMJ 1992 Trust & LMA 1992 Trust, Schulz Living Trust, Plim Family Revokable Living Trust, Bennett, Alice S., Goni, Joseph R. & Latzy P., and Kugler, W.R. & Coffee C.) to allow a Common Open Space Development of 521 residential lots and variances for lot area, lot width, and lot setback requirement within the subdivision as specified in the Schulz Ranch Specific Plan Area document, on property zoned Single Family One Acre (SF1A) and Mobile Home One Acre (MH1A), located between Center Drive and Bigelow Drive Assessor's Parcel Numbers 009-311-03, -08, -09, -10, -14, -15 and -47, based on 12 findings and subject to the recommended conditions of approval contained in the staff report pursuant to the requirements of the Carson City Municipal Code.

The Board of Supervisors conducted a public hearing on October 20, 2005, in conformance with City and State legal requirements, and approved the Tentative Subdivision Map (TSM-05-144) based on the findings contained in the staff report and subject to the following 49 conditions and 2 stipulations.

CONDITIONS OF APPROVAL

The following shall be completed prior to submittal of construction/improvement plans or final map:

1. The applicant must sign and return the Notice of Decision / conditions of approval within 10 days of receipt of notification. If the Notice of Decision is not signed and returned within 10 days, the item may be rescheduled for the next Planning Commission meeting for further consideration.
2. Any issues involving downstream users of existing irrigation ditches shall be resolved prior to improvement plans or submittal of the first final map.
3. Final water, sewer and traffic reports shall reviewed and approved by the City Engineer. Recommendations of these reports shall be included in the subdivision improvements.

- a) The tentative water analysis identifies the requirement to provide a looped system from the existing City system to the north of the project site. In addition to the looped water improvements proposed by the tentative water analysis by the applicant, additional off-site improvements will be required on a phased basis to accommodate the development. These improvements are based on city-wide system modeling resulting in the need to provide additional conveyance to this section of the city system.
- b) The tentative sewer analysis provides flows for a future regional sewer collection facility to assure force main and line sizing to ultimately accommodate possible sewage collection in the area surrounding the project site. The interim sewer pump station for the project shall be designed to gravity to the regional facility in the future. In addition, as identified in the tentative sewer analysis, improvements are required to the existing lift station on Bigelow Drive to accommodate the build-out of the proposed development and possible future sewage collection in the area surrounding the project site.
- c) The tentative drainage analysis provides a summary of the project hydrology including sizing of detention basins to assure post-development peak discharges meet pre-development conditions as required by the City. In addition, the analysis identifies the location of the existing Clear Creek 100-year floodplain outside of all lot areas with the proposed north detention/park site being within the 100-year floodplain. The construction of the basin will be at an elevation that will allow discharge of the 100-year floodplain through the detention/park site unimpeded. In addition, all improvements will meet "Best Management Practices" and NPDES requirements for storm drainage discharge as required by the City to assure safe discharge to the Clear Creek system.
- d) Construction of Topsy Lane will be required from U.S. 395 to Center Drive as two lanes with on-street bike lanes. In addition, the traffic analysis provides recommendations for off-site intersection improvements at the intersection of Snyder Avenue and Bigelow Drive as well as Snyder Drive and Edmonds Drive. These improvements include widening to accommodate left hand turn lanes. Bigelow Drive from the site to Snyder Avenue will be required to be upgraded to two lanes with on-street bike lanes to provide upgraded access to the Snyder collector. Pedestrian crossing signage and striping will be required at off-site controlled intersections including Center/Topsy and Center/Clear Creek to assure safe pedestrian crossing in these areas. The traffic study analyzes the cumulative impacts including development of the Douglas County area to the east of the site as well as projecting to post-freeway development in developing the recommendations for the project.

4. The applicant shall follow all recommendations contained in the project soils and geotechnical report. Two copies of the report shall be submitted with any improvement plans.
5. The applicant shall adhere to all Carson City standards and requirements for water and sewer systems, grading and drainage, and street improvements, as outlined in the Development Standards and other applicable Divisions and as required by the Standard Specifications and Details for Public Works Construction, as adopted by Carson City. No deviations from the standards are allowed unless specifically noted on the approved tentative map.
6. The applicant shall obtain a dust control and stormwater pollution prevention permit from the Nevada Division of Environmental Protection (NDEP). The site grading must incorporate proper dust control and erosion control measures.
7. The revised tentative map shall be reviewed and signed by the Planning Director and City Engineer.

The following shall be completed prior to submittal of any final map:

8. Prior to submittal of any final map or parcel maps, Development Engineering shall approve all on-site and off-site improvements.
9. A "will serve" letter from the water and wastewater utilities shall be provided to the Nevada Health Division prior to approval of a final map.
10. Prior to the recordation of the final map for any phase of the project, the improvements associated with said phase must either be constructed and approved by the city, or the specific performance of said work secured by providing the city with a proper surety in the amount of one hundred fifty percent (150 %) of the engineers estimate. In either case, upon acceptance of the improvements by the city, the developer shall provide the city with a proper surety in the amount of ten percent (10 %) of the engineers estimate to secure the Developers obligation to repair defects in workmanship and materials which appear in the work within one year of acceptance by the city.

The following shall be included with the submittal of construction/improvement plans or submittal of a final map:

11. The plans and final map shall reflect 10 foot wide Public Utility Easements along all street frontages and 5 foot wide Public Utility Easements along all side and rear lot lines.

12. The plans and final map shall show the East side of Center Drive to be improved to urban standards from the southerly project boundary to the northerly boundary including that portion fronting BLM property.
13. The map shall show a six foot wide pedestrian connection from Juniper Peak Drive to Center Drive between lots 17 and 18.
14. All streets including Center Drive shall include street lights, pursuant to City Standards. The map shall reflect their proposed positions.
15. The map shall show a six foot wide pedestrian connection from Arc Dome Drive to Center Drive between Lots 15 and 17.
16. Each phase of the development will be required to submit a set of improvement plans for all on-site and off-site improvements necessary to complete that specific phase.
17. The map shall show a watermain extending from Sugarloaf Peak Drive between lots 10 and 11 to the south running next to the temporary sewer pump station.
18. The applicant will provide on-site bus stops that will be incorporated in the site planning of the proposed project per Carson City School District regulations.
19. Placement of all utilities shall be underground within the development.
20. Improvement plans for the final map phase that includes the 251st residential lot shall include all remaining improvements for open space, park areas and paths for the entire development. Park, open space and path improvements shall be constructed or bonded for prior to recording the final map; however, a notice of completion for all park, open space and path improvements must be issued prior to issuance of building permits for the 251st or subsequent residential lots.
21. All fencing on corner lots must meet sight distance area requirements of CCMC Development Standards Division 1, Land Use and Site Design.
22. All landscaping proposed within the subdivision on site shall be in compliance with CCMC Development Standards Division 3, Landscaping.
23. No improvements shall begin within the limits of the special flood hazard area of Clear Creek without first obtaining City authorization from the Floodplain Manager and following the provisions of CCMC 12.09.

24. The North Douglas County Specific Plan identifies bike lanes on both Topsy Lane and Center Drive. These bike lanes shall be incorporated with the improvements to Topsy Lane and Center Drive.
25. Separation requirements between proposed sewer and storm drain lines and Douglas County's new well should be considered in the proposed development by the applicant.
26. Street trees shall be provided along Race Track Road/Topsy Lane connections between Schulz Drive and Center Drive, spaced on average at 40 foot intervals. Species grouping and diversity is mandatory and to be approved by the Planning Division Staff.
27. An east-west linear park pathway system will be provided adjacent to Topsy Lane/Race Track Road. This will provide connectivity for bicycle circulation via five foot on street lanes and pedestrian connectivity via a eight foot pathway on the south side of the roadway system. The eight foot pathway will be provided with a 30 foot area to allow for a landscaped linear park. The 30 foot width may be reduced near intersections where additional width is required. A 10 foot wide landscape area will be provided on the north side of the roadway to provide landscape continuity.
28. North-South circulation between the neighborhood park and the detention basin parks shall be provided adjacent to neighborhood streets with a 10 foot landscaped parkway and six foot sidewalk which will be incorporated into the parks system to provide linear connectivity and continuity.
29. The Clear Creek flood plain in the northeast portion of the SR-SPA area shall be retained in open space as part of the development, and may be incorporated into the project storm-water and water quality control facilities. The development shall meet all local, state and federal requirements for drainage, storm-water maintenance and water quality control.
30. The developer must meet all applicable local, state and federal environmental standards in the removal and clean up of the race track facilities.
31. Municipal water and sewer facilities, as well as natural gas, electric and cable television services shall be extended to serve the development.

The following must be submitted or included with the final subdivision map:

32. The map shall reflect that any landscaped area, as well as within the right-of-way, is to be maintained by Carson City and paid for by a neighborhood landscape maintenance district.

33. Notes shall be added to the final map:
 - A. "All shared access driveways are privately maintained."
 - B. "Individual driveway access onto Topsy Lane/Race Track Road and Center Drive is prohibited."
 - C. "Lots at the perimeter of the SR-SPA area adjacent to existing residential parcels shall be limited to the development of one-story homes."
 - D. "These parcels are subject to Carson City's Growth Management Ordinance and all property owners shall comply with provisions of said ordinance."
 - E. "All development shall be in accord with Tentative Map (TSM-05-144)."
34. All street names shall be reviewed and approved by Carson City's GIS Department. The approved names shall be shown on the final map.
35. All final maps shall be in substantially in accordance with the approved tentative map.
36. All other departments' and State agencies conditions of approval, which are attached, shall be incorporated as conditions of approval.
37. A copy of the signed Notice of Decision.
38. Evidence from the City Health Department and Fire Department that the applicable department's requirements have been satisfied, including but not limited to the location of all fire hydrants.
39. A variety of home models shall be provided and proposed house models shall be submitted pursuant to SPA policy SR-3.1.
40. Homes shall be oriented as to not have rear yards on streets, excluding Topsy Lane and Center Drive. Individual driveway access onto Topsy Lane/Race Track Road and Center Drive are prohibited.
41. A minimum of three typical landscape schemes for each neighborhood shall be submitted. Front yard landscaping and irrigation shall be provided by the developer(s). Landscaping will include a minimum of two trees (1 ½ inch caliper deciduous or five foot high evergreen) and 12 five gallon mix of evergreen and deciduous shrubs. Evergreen trees depending on species shall be planted a minimum of 10 feet from back of sidewalks. Turf and/ or ground cover area shall also be provided in the landscape alternatives.

The following are general conditions of approval:

42. Any lots and/or phased areas not planned for immediate development shall be left undisturbed and no mass grading and clearing of natural vegetation shall be allowed.
43. All disturbed areas are required to have a palliative applied for dust control. Any and all grading shall comply with State and City regulations.
44. Building permits for home construction shall not be issued until streets and infrastructure improvements are deemed substantially complete by the City Engineer.
45. Hours of construction shall be limited to 7:00 a.m. to 7:00 p.m., Monday through Friday, and 7:00 a.m. to 5:00 p.m. on Saturday, no construction on Sunday. If the hours of construction are not adhered to, the Carson City Building and Safety Division will issue a warning for the first violation, and upon a second violation, will have the ability to cause work at the site to cease immediately.
46. A Final Subdivision Map for the property must be recorded within two years of the date of Tentative Subdivision Map approval by the Board of Supervisors. The applicant is responsible for complying with the required conditions of approval and submitting a final map that complies to all conditions of approval at least 30 days prior to the tentative map expiration date. A one-year extension of the tentative map approval period may be granted by the Board of Supervisors upon written request at least 30 days prior to the tentative map expiration date.
47. All structure development within the project must fully meet the policies of the Schulz Ranch Specific Plan Area (SR-SPA).
48. Should the applicant or his/her contractors uncover historic or pre-historic archeological remains, they are required to cease all ground disturbances or construction activities in the immediate area and immediately (that day) contact the State Department of Cultural Affairs, Cultural Office of the Washoe Tribe and the State Historic Preservation Office for instructions regarding proper handling and disposition.
49. The Schulz Ranch Development shall provide a noise and odor easement on behalf of the adjacent one acre residential parcels to the City for review and approval; to be recorded against the subdivision. As part of the easement and sales disclosure, the applicant shall disclose that the surrounding properties have the privilege to have animals, fowl etc. associated with the primary permitted uses on site.

STIPULATIONS:

1. Along the northeastern border of the Schulz Ranch Development the applicant will work with the Washoe Tribe on acceptable fencing treatments.
2. The developer will provide an archeological report to staff and the Washoe Tribe prior to the commencement of grading and trenching of the subject site and during grading and trenching, the developer shall have a archeological monitor on site to review the activities.
3. The noise and odor easement as referenced in condition #49 must be included in the developments Conditions, Covenants, and Restrictions (CC & R's) recorded documents.

This decision was made on a vote of 5 ayes and 0 nays.



Walter A. Sullivan, Director AICP
Planning and Community Development Department

Mailed 10/21/05 By Rea Thompson

EXHIBIT "C"

APNs 009-311-03, 08, 09, 10, 14, 15, & 47

RECORDED AT THE
REQUEST OF

CARSON CITY CLERK TO
THE BOARD

2005 NOV 15 AM 8:44

FILE NO. **345949**

ALAN GUYER
CARSON CITY RECORDER

FEE \$ MC DEP

ORDINANCE NO. 2005-30

BILL NO. 129

AN ORDINANCE EFFECTING A ZONING MAP AMENDMENT TO CHANGE THE ZONING FROM MOBILE HOME ONE ACRE (MH1A) AND SINGLE FAMILY ONE ACRE (SF1A) TO SINGLE FAMILY 6,000 (SF6) ON PROPERTY LOCATED GENERALLY WEST OF BIGELOW DRIVE, EAST OF CENTER DRIVE AND THE CARSON CITY/DOUGLAS COUNTY BOUNDARY LINE AND SOUTH OF CLEAR CREEK; AT 1200, 1301 AND 1351 RACE TRACK ROAD AND 6501, 6701 AND 7001 CENTER DRIVE, ASSESSORS PARCEL NUMBERS 009-311-03,-08,-09,-10,-14,-15 & -47.

Fiscal Effect: None

THE CARSON CITY BOARD OF SUPERVISORS HEREBY ORDAIN:

SECTION I:

An application for a Zoning Map Amendment on Assessor's Parcel Numbers 009-311-03, -08,-09,-10,-14,-15 & -47, on property in the Racetrack Road vicinity, Carson City, Nevada, was duly submitted by the Carson City Planning Division in accordance with Section 18.02.075, et seq. of the Carson City Municipal Code (CCMC). The requested change will result in the zoning designation of the subject parcel being changed from Mobile Home One Acre (MH1A) and Single Family One Acre (SF1A) to Single Family 6,000 (SF6). On September 28, 2005, the Planning Commission voted 7 ayes and 0 nays to recommend to the Board of Supervisors approval of the

345949

Zoning Map Amendment.

SECTION II:

Based on the findings that the Zoning Map Amendment would be in keeping with the objectives of the Master Plan, that the Amendment would be beneficial and not detrimental to the immediate vicinity, that the community as a whole would receive merit and value from the change, that adequate consideration for surrounding properties has been made, and that the request satisfied all other requirements for findings of fact enumerated in CCMC Section 18.02.075(5), the zoning map of Carson City is amended for Assessor's Parcel Numbers 009-311-03,-08,-09,-10,-14,-15 & -47, changing the zoning designation from Mobile Home One Acre (MH1A) and Single Family One Acre (SF1A) to Single Family 6,000 (SF6), as shown on Exhibit "A."

PROPOSED this 20th day of October, 2005.

PROPOSED BY Supervisor Richard S. Staub

PASSED on the 3rd day of November, 2005.

VOTE: AYES:

Robin Williamson

Shelly Aldean

Pete Livermore

Richard S. Staub

NAYS: None

ABSENT: Marv Teixeira, Mayor

for Robin Y. Williamson
MARV TEIXEIRA, Mayor

345949



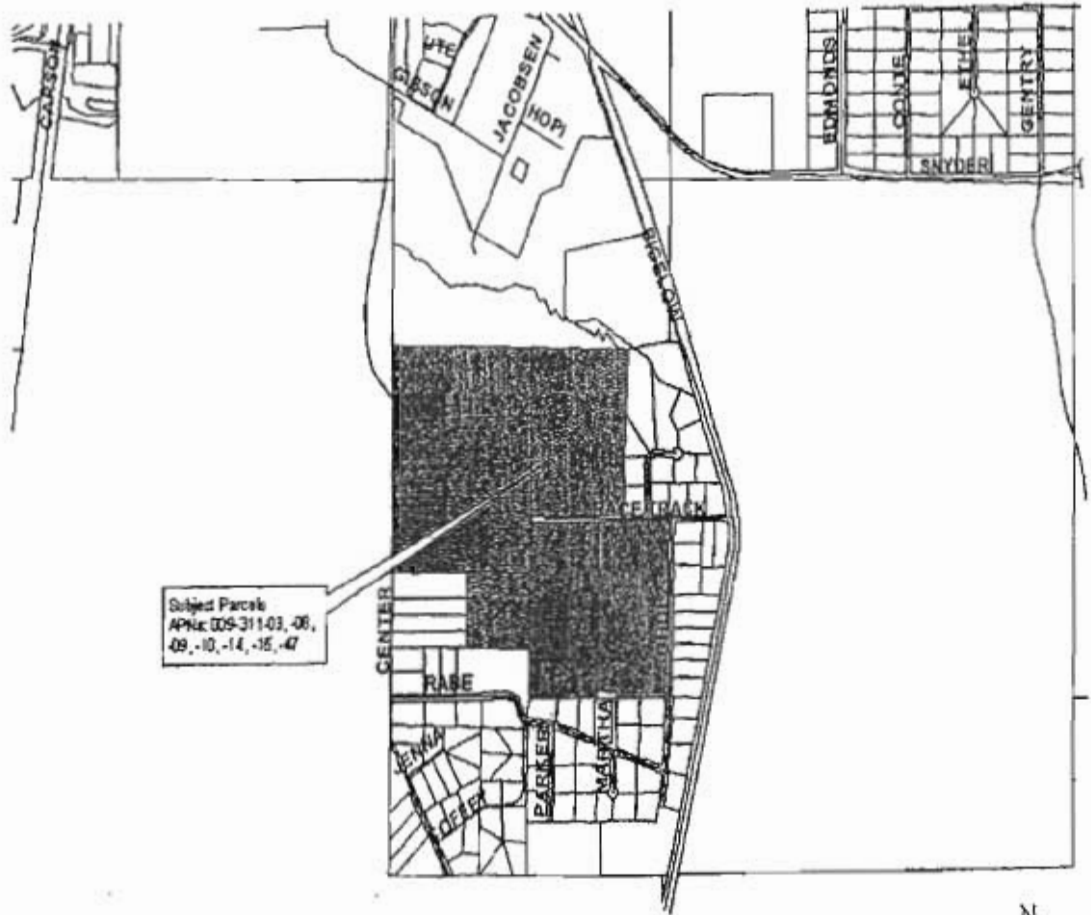
ALAN GLOVER, Clerk-Recorder

This ordinance shall be in force and effect from and after the

7th of November, 2005.

345949

EXHIBIT "A"



Subject Parcels
APNs 005-311-03, -06,
-09, -10, -14, -15, -47



345949



Chapter 8: Specific Plan Areas

INTRODUCTION

Carson City adopted an ordinance effective July 17, 1995 permitting the use of Specific Plan Areas (SPAs) within the City's Master Plan. Based on this ordinance, contained in Chapter 18.02.070, of the City's Municipal Code, four Specific Plan Areas have been identified on the Land Use Map. They include the following:

- Schulz Ranch Specific Plan Area (SR-SPA);
- Brown Street Specific Plan Area (BS-SPA);
- Lompa Ranch Specific Plan Area (LR-SPA); and
- Eastern Portal—Virginia & Truckee Railroad Gateway Specific Plan Area (V&T-SPA).

A Specific Plan Area designation requires development proposals within the area to be reviewed in a comprehensive manner, based on a set of adopted policies. Policies address planning issues or objectives specific to the Specific Plan Area, and typically relate to topics such as land use; community character and design; circulation and access; parks and open space; infrastructure, services, and facilities; and cultural and environmental resources.

The policies are not intended to be all encompassing; rather, they are intended to provide a framework for the development of an overall master plan for the area which must be prepared prior to development. Upon adoption of a Specific Plan Area application, the Land Use Map will be updated and the revised policies incorporated into this chapter.

SCHULZ RANCH SPECIFIC PLAN AREA (SR-SPA)

The intent of the Schulz Ranch Specific Plan Area (SR-SPA) is to establish policies that provide a framework for the incorporation of additional housing in the area following the closure of the Race Track in a manner that:

- ensures the compatibility of future development with an established suburban neighborhood in the area and future development on adjacent property in Douglas County;
- protects the natural features of the site and of surrounding lands;
- provides a distinct benefit to and protects the quality of life for existing and future residents in the area; and
- ensures that appropriate public facilities and services will be provided to serve the area.

LOCATION AND APPLICABILITY



The SR-SPA is located south of the City's existing urbanized area between Bigelow Drive and Center Street, as identified on the map on the map above.

DEVELOPMENT CONTEXT

The SR-SPA abuts the North Douglas County Specific Plan Area on the west, much of which is currently vacant, but is planned for a range of commercial (adjacent to Highway 395, approximately 160 acres), public facilities, single-family residential uses (8,000-12,000 square foot lots on approximately 158 acres), and open space. The area abuts property owned by the Washoe Tribe to the north, between



Plan Areas 6-3

Clear Creek and the Plan area. The Stewart Facility, owned by the State, is located north of Clear Creek and used for a variety of purposes, including State offices and training facilities. On the south lie additional vacant lands within Douglas County which are not included in the North Douglas County Specific Plan Area. The State Prison Farm is located to the east, across Bigelow Drive.

SR-SPA LAND USE POLICIES

SR-SPA 1.1—Master Plan and Zoning Designation

Parcel A shall be designated Medium Density Residential (4 to 10 dwelling units per acre) on the Master Plan Land Use Map. Parcel A shall be zoned Single Family 6000 (SF6) on the official zoning map of Carson City only upon approval of a tentative map for the property on which the race track facilities are located.

Development of Parcel A will be by subdivision, planned unit development, or common open space subdivision encouraging a development with varying lot sizes.

SR-SPA 1.2—Variety of Lot Sizes and Setbacks

A variety of lot sizes shall be provided to allow for a gradual transition in density between existing 1-acre lots and the more urban development pattern permitted and to encourage a diversity of housing types. To accomplish this, the following standards shall apply:

- Lots may range from 2,500 square feet to 1-acre in size;
- Subdivisions within Parcel A shall provide a minimum of three distinctly different neighborhoods with different lot sizes;
- Smaller lots shall generally be located in the northwest portion of Area A to provide a transition to larger lots adjacent to existing one-acre residential lots.
- A variety of setbacks is encouraged.
 - Where larger buffer lots are required on the perimeter of Parcel A, setbacks from parcels in Area B shall be a minimum of 30 feet, whether front or rear yards. Opposite yards from those facing Area B may be a minimum of 20 feet. Side yards on such lots shall be a minimum of 10 feet.
 - Where lots are 4,500 square feet or larger, minimum setbacks are as follows: Front and rear yards: 15 feet; side yards: 5 feet. A 20 foot driveway shall be provided from the property line to the face of the garage.



- Where lots are smaller than 4,500 square feet, setbacks may either conform to the standards for lots 4,500 square feet or larger or alternative setbacks may be determined with the tentative map submittal.
- Corner lots shall be larger, as necessary, to allow adequate vehicle and pedestrian sight distance. Driveways, fences and on-street parking shall not interfere with vehicle and pedestrian sight distances.

For the purposes of satisfying the above standards, a distinctly different lot size shall vary by a minimum of 500 square feet from other lot sizes provided. Larger lots may be used around the perimeter as a transition.

SR-SPA 1.3—Phasing of Development

A phasing plan for Parcel A shall be submitted for review and approval with any development application for that area. For any subdivision of property on Parcel A to lots of less than one acre in size, the property on which the race track facilities are located shall be identified and developed as part of the overall development plan. Prior to the issuance of the first certificate of occupancy within Parcel A, the racetrack shall cease all operations.

SR-SPA 1.4—Disclosure of Adjacent Uses

The sale of homes within Area A shall include a disclosure that properties in the vicinity are permitted to keep horses and other livestock and the property may be impacted by odors, dust, noise and other affects associated with the keeping of livestock.

V&T SPA—1.5 Drako Way Vicinity Land Use Change

The land use designation of the property in the vicinity of Drako Way, east of the V&T railroad alignment, shall be changed by Carson City from Industrial to Mixed-Use Commercial and/or Mixed-Use Residential upon removal of the old landfill identified on the site or with approved engineering controls in accordance with NDEP standards upon development of the property.

SR-SPA CIRCULATION AND ACCESS POLICIES

SR-SPA 2.1—Interconnected Street Network

An interconnected system of streets shall be established to provide efficient on and off-site connections, disperse traffic, and accommodate a variety of modes of transportation including motor

Plan Areas 8-5

vehicles, bicycles, and pedestrians. Developing isolated neighborhood street networks that only serve small segments of a particular development or the SPA is strongly discouraged. All local residential streets shall provide both sides on-street parking.

SR-SPA 2.2—Topsy Lane Connection

Right-of-way for the extension of Topsy Lane, through Parcel A, from Center Drive to Schulz Drive shall be provided (at a minimum) to collector street standards. The street section shall include a bicycle lane on both sides of the street. A non-standard sidewalk/pathway, 8 feet in width, separated from the roadway with a minimum landscape buffer of 5 feet, shall be provided on one side of the street. The Topsy Lane extension, including linear park and multi-use trail facilities, may be constructed in one or two phases, provided that the first phases of development are served by at least two paved accesses per Carson City standards. If the extension is constructed in two phases, the final improvement plans that complete the connection shall be submitted with the final map containing the 251' lot.

SR-SPA 2.3—Pedestrian and Bicycle Connections

A system of pedestrian and bicycle connections shall be provided as specified on the City's adopted Unified Pathways Master Plan to establish visual and physical connections to and between the following:

- Any sidewalks, trails, or walkways on adjacent properties that extend to the boundaries shared within the development;
- Any adjacent public park, open space, or civic use including but not limited to schools and public recreation facilities;
- Edmonds Sports Complex;
- Stewart Facility;
- Clear Creek Corridor;
- Bigelow Drive and Center Drive;
- Future City Recreation Center;
- V&T right-of-way along the Carson River; and
- North Douglas County Specific Plan open space areas.

SR-SPA 2.4—Traffic Analysis

An evaluation of the condition of Bigelow Drive and Center Drive shall be conducted in conjunction with a traffic analysis upon review of the development plan for Parcel A to determine the impacts and adequacy of the existing roads to accommodate additional traffic. Developer participation in any necessary



upgrades to the roadways to accommodate the additional traffic generated from the development may be considered based on the results of the road evaluation and traffic study.

SR-SPA COMMUNITY CHARACTER AND DESIGN POLICIES

SR-SPA 3:1—Varied Streetscapes

To promote more interesting streetscapes and offer consumers a wider choice of housing styles, a variety of home models shall be provided. To accomplish this, the following standards shall apply:

- Subdivisions with 150 or more units shall provide a minimum of four distinctly different home models.
- Subdivisions with less than 150 units shall provide a minimum of 3 distinctly different home models.

For the purposes of satisfying the above standard, each model home elevation shall distinctly differ from other home elevations in a minimum of three of the following areas:

- The placement of all windows and doors on the front façade elevation.
- The use of different materials on the front façade elevation.
- Substantial variation in the location and/or proportion of garages and garage doors.
 - The width of the front façade elevation must differ more than two feet.
 - Variation in the location and proportion of front porches.
 - Substantial variations in roof-lines and/or in the angle of roof runs.
 - Use of roof dormers.
 - A variation of building types, i.e., ranch, two-story, and split level.
 - Window shapes that are substantially different.
 - Use of different roof materials.
 - Other distinct design variations approved by the City.
- Additionally, new residential structures on lots 70 feet or wider shall use a minimum of three of the following techniques and new residential structures on lots narrower than 70 feet shall use a minimum of two of the following techniques to reduce the prominence of garages, promote pedestrian activity and create visual diversity in the neighborhood:

Plan Areas 8-7

- *House forward* – Living areas that extend a minimum of five feet in front of the garage face.
- *Front porches* – A 60 square foot or larger covered front porch that extends a minimum of 6 feet in front of the living area.
- *Courtyards* – A 60 square foot or larger front yard courtyard with a hard finished floor surface (concrete, wood, brick, pavers, etc.) and walls not exceeding three feet in height, extending a minimum of three feet in front of the garage face.
- *Varied front setback* – Front setbacks of adjacent homes on the same side of the street vary by a minimum of three feet.
- *Garage orientation* – Garage doors that do not face the street (i.e. provide side loaded garages) with front elevations of garages that are architecturally consistent with the living area front elevation.
- *Reduced garage width* – Garages that do not exceed 40% of the front elevation.
- *Enhanced landscaping* – On lots narrower than 70 feet, a minimum of one additional 2-inch caliper tree is provided in the front yard. On lots 70 feet or wider, a minimum of two additional 2-inch caliper trees are provided in the front yard. In addition, the entire front yard area is landscaped and irrigated. A maximum 10% of the front yard landscaping may consist of empty shrub beds with landscape fabric and irrigation to provide homebuyers with landscape options. Bare dirt shall be prohibited in front yards.
- *Front door path* – A three foot or wider path that is physically separated from the driveway is provided from the sidewalk to the front door.
- *Structure articulation* – A minimum of four separate roof planes are incorporated within the front elevation and the front elevation contains a minimum of two wall planes that are offset by a minimum of three feet.

SR-SPA 3.2—Building Orientation

Homes shall be oriented so as to not back (rear yards) onto streets, excluding Topsy Lane and Center Drive. Individual driveway access onto Topsy Lane/Race Track Road and Center Drive is prohibited.

SR-SPA 3.3—Development Compatibility

A transition in development intensity shall be provided between urban residential uses and rural residential uses. Transitions may



be accomplished through the use of open space buffers, larger lot sizes, or a combination of these methods.

SR-SPA 3.4—Street Trees

Street trees shall be provided along the Race Track Road/Topsy Lane connection between Schulz Drive and Center Drive, spaced on average at 40-foot intervals. Species grouping and diversity is encouraged.

SR-SPA 3.5—Front Yard Landscaping

Front yard landscaping and irrigation shall be provided by the developer(s) of each subdivision. Landscaping shall include a minimum of two trees (1-1/2 inch caliper deciduous or five foot high evergreen) and 12 five gallon mix of evergreen and deciduous shrubs. Evergreen trees shall be planted a minimum of 20 feet from back of sidewalks. Turf and/or groundcover areas shall also be provided in the landscape alternatives. A minimum of three typical landscape schemes for each neighborhood shall be provided with development approval.

SR-SPA 3.6—Buffer Lots

Lots abutting existing residential parcels at the perimeter of Area A shall be created as generally depicted in the conceptual plan identified with this document and shall be limited to the development of one-story homes.

SR-SPA PARKS AND OPEN SPACE POLICIES

SR-SPA 4.1—Regional Open Space Network

Open space within the SR-SPA should serve as an extension of open space designated within the North Douglas County Specific Plan, creating a unified system that serves both Carson City and Douglas County residents in the future. A Linear Park connection adjacent to Topsy Lane/Race Track Road will be provided to a centrally located neighborhood park within Parcel A.

SR-SPA 4.2—Neighborhood Parks

A 3-1/2 to 5 acre neighborhood park shall be centrally located within the Parcel A development area. The park will be integrated into the overall layout and design of the surrounding neighborhoods and function as a central component of a linear park/pathway system that provides east-west and north-south connectivity to Parks detention areas and adjacent properties.



SR-SPA 4.3—Parks Detention Basin/Natural Areas

Detention basin facilities will be required in the northern and southern areas of Parcel A. The Parks and Recreation Department is interested in these sites as park facilities integrated into the neighborhood design and connected to the neighborhood park via the linear park/pathway system. A natural passive setting is anticipated at the site adjacent to Clear Creek in the northern portion of Parcel A and a developed passive setting is anticipated for the southerly site.

SR-SPA 4.4—Linear Park/Pathway System

An east-west linear park/pathway system will be provided adjacent to Topsy Lane/Racetrack Road. This will provide connectivity for bicycle circulation via 5 foot on street bike lanes and pedestrian connectivity via an 8 foot pathway on the south side of the roadway section. The 8 foot pathway will be provided within a 30-foot area to allow for a landscaped linear park. The 30-foot width may be reduced near intersections where additional lane width is required. A 10-foot wide landscaped area will be provided on the north side of the roadway to provide landscape continuity.

North-south circulation between the neighborhood park and the detention basin parks will be provided adjacent to neighborhood streets with a 10-foot landscaped parkway and 6 foot sidewalk which will be incorporated into the parks system to provide linear connectivity and continuity.

SR-SPA 4.5—Clear Creek Corridor

The Clear Creek corridor represents a valuable natural resource and amenity for Carson City, the Stewart Facility, and this development area. As a result, direct public access to the Clear Creek corridor is important to the City. Incorporation of a detention basin park in this area provides a creek crossing point for future access to the Stewart Facility.

SR-SPA 4.6—Design Approval

Conceptual site designs for the neighborhood park, the linear parks, and the detention basin parks will be presented to the Parks and Recreation Commission, the Planning Commission, and the Board of Supervisors for final approval.



SR-SPA INFRASTRUCTURE, SERVICES, AND FACILITIES POLICIES

SR-SPA 5.1—Extension of Public Utilities

Municipal water and sewer facilities, as well as natural gas, electric, and cable television services shall be extended to serve the development.

SR-SPA 5.2—Connection of Existing Residences to Community Water and Sewer Facilities

Existing residences on individual wells and/or septic systems shall not be required to connect to the municipal water and wastewater facility as a result of the proposed development within Areas A or B, except as may be required by the State of Nevada or other Carson City ordinances or regulations.

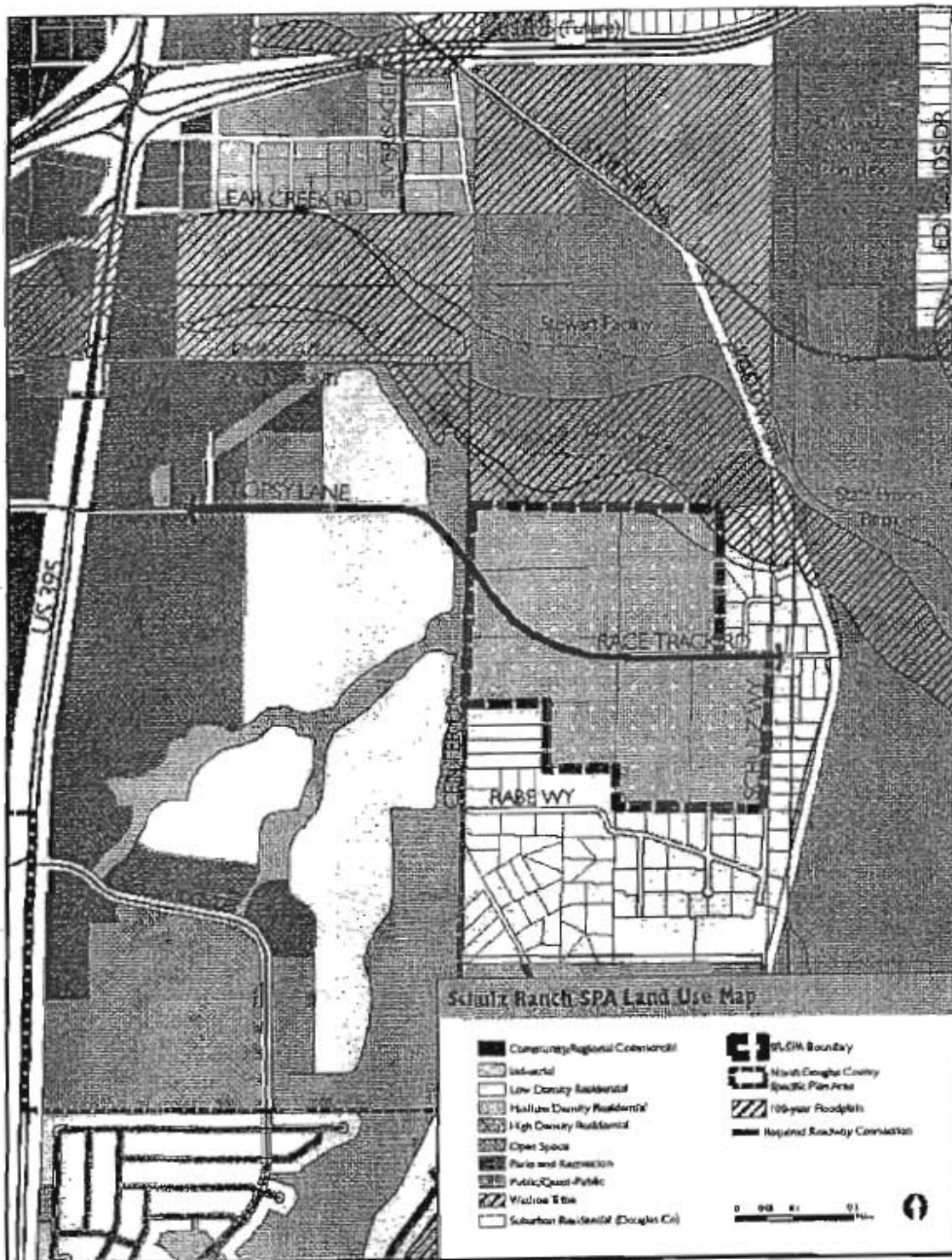
SR-SPA CULTURAL AND ENVIRONMENTAL RESOURCES POLICIES

SR-SPA 6.1—Clear Creek

The Clear Creek floodplain in the northeast portion of Area A shall be retained in open space as part of the development, and may be incorporated into the project stormwater and water quality control facilities. The development shall meet all local, state and federal requirements for drainage, stormwater maintenance access and water quality control.

SR-SPA 6.2—Race Track Demolition

The developer shall be responsible for meeting all applicable local, state and federal environmental laws in the removal of the race track facilities.



OWNER'S CERTIFICATE

I DO HEREBY CERTIFY THAT THE UNDERSIGNED, SCHULZ RANCH DEVELOPERS, LLC A MEMBER COMPANY (HEREINAFTER "THE COMPANY") OF THE COUNTY OF DADE, FLORIDA HAS COMPLETED ALL NECESSARY STEPS TO OBTAIN THIS PARCEL MAP AND THAT THE SAME IS ACCURATE IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF ALL APPLICABLE LAWS AND ORDINANCES...

SCHULZ RANCH DEVELOPERS, LLC
A MEMBER COMPANY UNDER CHAPTER 689
4555 NORTH MIAMI AVENUE
MIAMI, FLORIDA 33136

DATE: 5-21-07

NOTICE TO PUBLIC ACKNOWLEDGMENT

ON THIS DAY OF 2007, I HEREBY CERTIFY THAT THE UNDERSIGNED, SCHULZ RANCH DEVELOPERS, LLC A MEMBER COMPANY HAS COMPLETED ALL NECESSARY STEPS TO OBTAIN THIS PARCEL MAP AND THAT THE SAME IS ACCURATE IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF ALL APPLICABLE LAWS AND ORDINANCES...

SECURITY INTEREST HOLDER'S CERTIFICATE

I DO HEREBY CERTIFY THAT THE UNDERSIGNED, ROBERT D. SCHULZ, HAS A SECURITY INTEREST IN THE ABOVE DESCRIBED PARCEL AND THAT THE SAME IS ACCURATE IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF ALL APPLICABLE LAWS AND ORDINANCES...

DATE: 6-7-07

NOTICE TO PUBLIC ACKNOWLEDGMENT

ON THIS DAY OF 2007, I HEREBY CERTIFY THAT THE UNDERSIGNED, ROBERT D. SCHULZ, HAS A SECURITY INTEREST IN THE ABOVE DESCRIBED PARCEL AND THAT THE SAME IS ACCURATE IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF ALL APPLICABLE LAWS AND ORDINANCES...

REFERENCES

- 1. RECORD OF MAPS NO. 221, FILE NO. 99-00000, OFFICIAL RECORDS OF DADE COUNTY, DATED 31, 1999.
2. PARCEL MAP NO. 0772, FILE NO. 11-0180, OFFICIAL RECORDS OF DADE COUNTY, DATED 4, 2002.
3. PARCEL MAP NO. 0772, FILE NO. 11-0180, OFFICIAL RECORDS OF DADE COUNTY, DATED 4, 2002.
4. PARCEL MAP NO. 0144, FILE NO. 38-0144, OFFICIAL RECORDS OF DADE COUNTY, DATED 11, 1988.
5. PARCEL MAP NO. 0186, FILE NO. 38-0186, OFFICIAL RECORDS OF DADE COUNTY, DATED 27, 1988.
6. RECORD OF MAPS NO. 222, FILE NO. 99-00000, OFFICIAL RECORDS OF DADE COUNTY, DATED 31, 1999.
7. PARCEL MAP NO. 0807, FILE NO. 38-0807, OFFICIAL RECORDS OF DADE COUNTY, DATED 8, 2002.
8. PARCEL MAP NO. 0806, FILE NO. 38-0806, OFFICIAL RECORDS OF DADE COUNTY, DATED 8, 2002.

DOCUMENT NO 371193

SUB-PARCEL MAP FOR SCHULZ RANCH DEVELOPERS, LLC



LAND USE SUMMARY
4 PARCELS TOTALING 50,243.6 SQ. FT.

BASIS OF BEARINGS AND COORDINATES
UTM 18Q UTM PLANE COORDINATE SYSTEM, NAD 83, NORTH DATUM, GROUND ELEVATION MEASURED AS DETERMINED FROM GPS OBSERVATIONS OF THE POINTS ADJACENT TO THE PARCELS AND TYPICALLY USING THE DATUM ESTABLISHED BY THE U.S. DEPARTMENT OF THE INTERIOR...

SURVEYOR'S CERTIFICATE

- 1. I, DANNY T. WILLIAMS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA, CERTIFY THAT I HAVE PERSONALLY REVIEWED THE SURVEY DATA FOR THIS PARCEL MAP AND THAT THE SAME IS ACCURATE IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF ALL APPLICABLE LAWS AND ORDINANCES...



DANNY T. WILLIAMS, P.L.S.
1505 N. MIAMI AVENUE
MIAMI, FLORIDA 33136

UTILITY COMPANIES CERTIFICATE

THE UTILITY COMPANIES SHOWN ON THIS MAP HAVE BEEN ADVISED, ACCEPTED AND APPROVED BY THE AFFECTED PUBLIC UTILITY COMPANIES.
Signature: [Blank] Date: 5-18-2007
Signature: [Blank] Date: 6-12-2007
Signature: [Blank] Date: 6-12-2007
Signature: [Blank] Date: 6-12-2007
Signature: [Blank] Date: 4/16/07

TREASURER'S CERTIFICATE

THE UNDERSIGNED, ROBERT D. SCHULZ, HAS A SECURITY INTEREST IN THE ABOVE DESCRIBED PARCEL AND THAT THE SAME IS ACCURATE IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF ALL APPLICABLE LAWS AND ORDINANCES...

CITY ENGINEER'S CERTIFICATE

THE UNDERSIGNED, ROBERT D. SCHULZ, HAS A SECURITY INTEREST IN THE ABOVE DESCRIBED PARCEL AND THAT THE SAME IS ACCURATE IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF ALL APPLICABLE LAWS AND ORDINANCES...

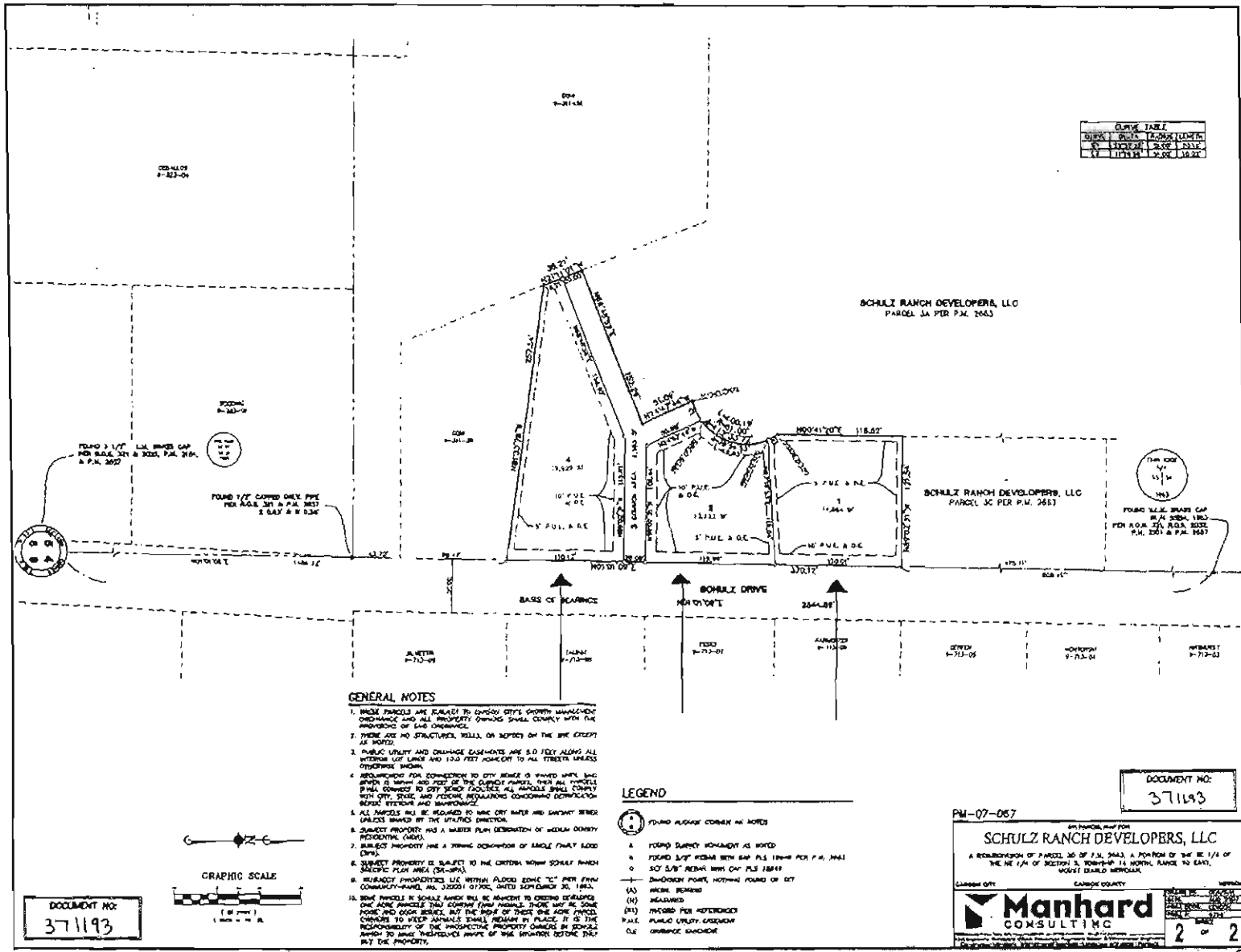
PARCEL MAP REVIEW COMMITTEE

PARCEL MAP REVIEWED BY THE CITY OF MIAMI PLANNING DIRECTOR AND CITY ENGINEER AND APPROVED ON THIS DATE: 5/21/07
Signature: [Blank] Date: 5-21-07
Signature: [Blank]

CLERK/RECORDS OFFICER'S CERTIFICATE

I DO HEREBY CERTIFY THAT THE UNDERSIGNED, ROBERT D. SCHULZ, HAS A SECURITY INTEREST IN THE ABOVE DESCRIBED PARCEL AND THAT THE SAME IS ACCURATE IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF ALL APPLICABLE LAWS AND ORDINANCES...

Manhard Consulting logo and address: 1505 N. MIAMI AVENUE, MIAMI, FLORIDA 33136. Includes a scale of 1 inch = 2 feet.



COPY TABLE	
DATE	12/08/2010
BY	10/20/10
BY	10/20/10
BY	10/20/10

GENERAL NOTES

1. THESE PARCELS ARE RELATED TO DIVISION CITY'S GROWTH MANAGEMENT ORDINANCE AND ALL PROPERTY OWNERS SHALL COMPLY WITH THE PROVISIONS OF SAID ORDINANCE.
2. THERE ARE NO STRUCTURED WALLS OR BARRIERS ON THE SITE EXCEPT AS NOTED.
3. PUBLIC UTILITY AND DRAINAGE EASEMENTS ARE 5.0 FEET ALONG ALL INTERIOR LOT LINES AND 10.0 FEET AHEAD OF ALL STREETS UNLESS OTHERWISE SHOWN.
4. REQUIREMENTS FOR CONNECTION TO CITY SERVICE IS SHOWN WITH THE SERVICE IS SHOWN AND MUST BE THE OWNER'S RESPONSIBILITY. THE CITY WILL BE RESPONSIBLE FOR THE CONNECTION TO THE CITY SERVICE. THE CITY WILL BE RESPONSIBLE FOR THE CONNECTION TO THE CITY SERVICE.
5. ALL PARCELS WILL BE REQUIRED TO HAVE OFF WATER AND SANITARY SERVICE UNLESS SHOWN BY THE UTILITIES DIVISION.
6. SUBJECT PROPERTY HAS A MASTER PLAN DESIGNATION OF MEDIUM DENSITY RESIDENTIAL (MDR).
7. SUBJECT PROPERTY HAS A ZONING DESIGNATION OF SINGLE FAMILY LOTS (SFL).
8. SUBJECT PROPERTY IS SUBJECT TO THE CRITERIA MOUNTAIN SLOPE RANCH SUBDIVISION PLAT AREA (SFL-MSR).
9. SUBJECT PROPERTY IS WITHIN FLOOD ZONE "X" PER FIRM COMMUNITY PANEL NO. 022001 0100L DATED SEPTEMBER 30, 1993.
10. THESE PARCELS IN SCHULZ RANCH WILL BE SUBJECT TO Ongoing DEVELOPMENT AND OTHER PARCELS THAT COMPLY WITH LOCAL, STATE AND FEDERAL REGULATIONS CONCERNING DEVELOPMENT, DESIGN, EROSION AND REDEMPTION.
11. THESE PARCELS WILL BE SUBJECT TO THE CITY OF DIVISION CITY'S GROWTH MANAGEMENT ORDINANCE AND ALL PROPERTY OWNERS SHALL COMPLY WITH THE PROVISIONS OF SAID ORDINANCE.

LEGEND

- (A) FOUND ALONG CORNER AS NOTED
- (B) FOUND SURVEY EVIDENCE AS NOTED
- (C) FOUND SURVEY EVIDENCE WITH SFL PER P.M. 2663
- (D) 5/8" BORE HOLE WITH CAP PLS 18" PER P.M. 2663
- (E) DIMENSION POINT, NORTHWAY FOUND ON LOT
- (F) WATER MAIN
- (G) GAS MAIN
- (H) UNASSIGNED
- (I) UNASSIGNED FOR REFERENCE
- (J) PUBLIC UTILITY CORNER
- (K) CORNER DIMENSION

DOCUMENT NO:
371193



DOCUMENT NO:
371193

PM-07-057

SCHULZ RANCH DEVELOPERS, LLC

A RECONVEYANCE OF PARCEL 30 OF T.3N. 34S.3. A PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 3, TOWNSHIP 14 NORTH, RANGE 10 EAST, COUNTY OF GARLAND, NEBRASKA.

Garland City, Garland County, Nebraska

Manhard CONSULTING

2 of 2

EXHIBIT "F"



CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL
DEVELOPMENT SERVICES

AUG 21 2008

orig-file
copy: mark
Paul

BOARD OF SUPERVISORS
August 21, 2008

NOTICE OF DECISION

A request for approval was received from Manhard Consulting, Ltd (property owner: Schulz Ranch Developers, LLC) of a one year extension for the filing of a final map for the subdivision known as Schulz Ranch, located between Center Drive and Bigelow Drive, pursuant to the requirements of the Carson City Municipal Code.

The Board of Supervisors conducted a public hearing on August 21, 2008, in conformance with the City and State legal requirements, and the Board of Supervisors approved the one year extension for the filing of the Schulz Ranch Tentative Map (TSM-05-144), to remain valid until August 21, 2009, pursuant to the requirements of the Carson City Municipal Code.

This decision was made on a vote of 5 Ayes, 0 Nays.

Lee Plemel, Planning Director

LP/jmb

Mailed: 8/26/08

By: JB

PLANNING DIVISION • 2621 Northgate Lane, Suite 62 • Carson City, Nevada 89706
Phone: (775) 887-2180 Fax: (775) 887-2278 E-mail: plandiv@ci.carson-city.nv.us





Carson City Planning Division

2621 Northgate Lane, Suite 62

Carson City, Nevada 89706

(775) 887-2180

Plandiv@ci.carson-city.nv.us

www.carson-city.nv.us

MEMO TO: Mayor and Board of Supervisors

FROM: Planning Division *[Signature]*

DATE: August 21, 2008

SUBJECT: Action to consider an extension of one year for the filing of a subsequent final map phase for the Tentative Subdivision Map known as Schulz Ranch. (TSM-05-144)

Pursuant to the Carson City Municipal Code Title 17.06.015, Time Limits for Recording, specific final map filing dates for all phases may be extended upon application to the Board, but in no event shall the dates exceed 12 months from the previously established final filing date.

From the Planning Division records, Parcel Map, PM-07-067, was the last final map recorded for Schulz Ranch Tentative Map; PM-07-067 was recorded on August 21, 2007. The Project Planner, Paul Dalka, Manhard Consulting LTD., states that due to difficulties with the final coordination of the project and the state of the residential housing market at this time, a Final Map cannot be recorded prior to the expiration date. The applicant is requesting the filing timeframe to be extended from August 21, 2008 to August 21, 2009.

RECOMMENDATION

Recommended Motion: "I move to approve a one-year extension to allow the Schulz Ranch Tentative Map approval to remain valid, and the filing timeframe to be extended from August 21, 2008 to August 21, 2009."



RECEIVED
APR 28 2008
CARSON CITY
PLANNING DIVISION

- Civil Engineers
- Surveyors
- Water Resources Engineers
- Water & Wastewater Engineers
- Construction Managers
- Environmental Scientists
- Landscaps Architects
- Planners

April 28, 2008

Carson City Planning Division
Mr. Lee Plemel, AICP, Director, Principal Planner
2621 Northgate Way, Suite 62
Carson City, NV 89706

RE: Extension of Time Request for Schulz Ranch Tentative Subdivision Map (TSM-05-144)

Dear Mr. Plemel:

Schulz Ranch Developers, LLC in conjunction with Manhard Consulting, Ltd. respectfully requests an extension time for the Schulz Ranch Tentative Subdivision Map. The original approval conditioned a Common Open Space Development of 521 residential lots, as specified in the Schulz Ranch Specific Plan Area document. The property is located between Center Drive and Bigelow Drive on Assessor's Parcel Numbers 009-311-03, -08, -09, -10, -14, -15 and 47.

According to the Nevada Revised Statutes (NRS) 278.360 (1.c), a one-year extension may be granted by the Board of Supervisors upon written request submitted at least 30 days prior to the tentative map expiration date. Pursuant to conversations with Carson City Planning staff, Carson City considers the parcel maps that have been recorded on the Schulz Ranch Developers, LLC property as "final maps" for the purpose of recording maps in compliance with the tentative map approval pursuant to NRS 278.360.

The last Final Parcel Map for Schulz Ranch was recorded on August 21, 2007. The tentative map would now expire on August 21, 2008, unless another final map is recorded by that date or an extension of one year is granted pursuant to NRS 278.360(1.c). Due to difficulties with the final coordination of the project and the state of the residential housing market at this time, a Final Map cannot be recorded prior to the expiration date.

Once again, we respectfully requests an extension time for the Schulz Ranch Tentative Subdivision Map. If you have any questions regarding this request, please do not hesitate to contact me at 882-5630 extension 4912 or via email at pdalka@manhard.com.

Sincerely,

Paul L. Dalka
Project Planner

Manhard Consulting, Ltd

3476 Executive Pointe Way, Suite 12 Carson City, Nevada 89706

tel: (775) 882-5630 • fax: (775) 885-7282 • www.manhard.com

ARIZONA • CALIFORNIA • COLORADO • GEORGIA • ILLINOIS • INDIANA • NEVADA

EXHIBIT "G"



CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL
DEVELOPMENT SERVICES

F
Time 3-51-

St - 4 2009

By [Signature]
Deputy
Carson City, Nevada

BOARD OF SUPERVISORS
AUGUST 20, 2009

NOTICE OF DECISION

A request was received, TSM-05-144, for approval of a two-year extension of the Final Map for a Tentative Subdivision Map known as Schultz Ranch, located between Center Drive and Bigelow Drive, pursuant to the requirements of the Carson City Municipal Code.

The Board of Supervisors conducted a public hearing on August 20, 2009, in conformance with the City and State legal requirements, and approved the two-year extension of the Final Map for a Tentative Subdivision Map known as Schultz Ranch, to remain valid until August 21, 2011, pursuant to the requirements of the Carson City Municipal Code.

This decision was made on a vote of 5 ayes and 0 nays.

[Signature]
Lee Plegiel, Planning Director

LP/jmb

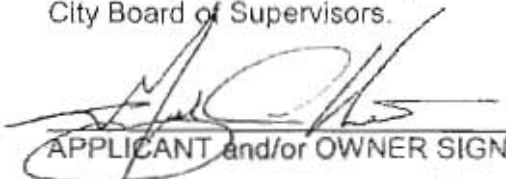
Mailed: 9/4/09 By: RMT

PLANNING DIVISION • 2621 Northgate Lane, Suite 62 • Carson City, Nevada 89706
Phone: (775) 887-2180 Fax: (775) 887-2273 E-mail: plandiv@ci.carson-city.nv.us



Please sign and return this notice of decision with 10 days of receipt.

I have read and acknowledge the Conditions of Approval as approved by the Carson City Board of Supervisors.



APPLICANT and/or OWNER SIGNATURE

9/10/09

DATE

Mark A. Rotter

(Applicant/Owner Printed Name)

RETURN TO:

Carson City Planning Division
2621 Northgate Lane, Suite 62
Carson City, NV 89706

Enclosures:

1. Planning Commission Notice of Decision (2 copies – Please sign and return only one; the second copy is for your records.)
2. Self-Addressed Stamped Envelope

EXHIBIT "H"

All that real property situated in Carson City, Nevada more particularly described as follows:

Parcel 3B of Parcel Map No. 2663, Document No. 370575, recorded in the Official Records of Carson City, Nevada on August 3, 2007. Containing approximately 19,507 square feet.

Parcel 1 of Parcel Map No. 2666, Document No. 371192, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 12,887 square feet.

Parcel 2 of Parcel Map No. 2666, Document No. 371192, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 15,485 square feet.

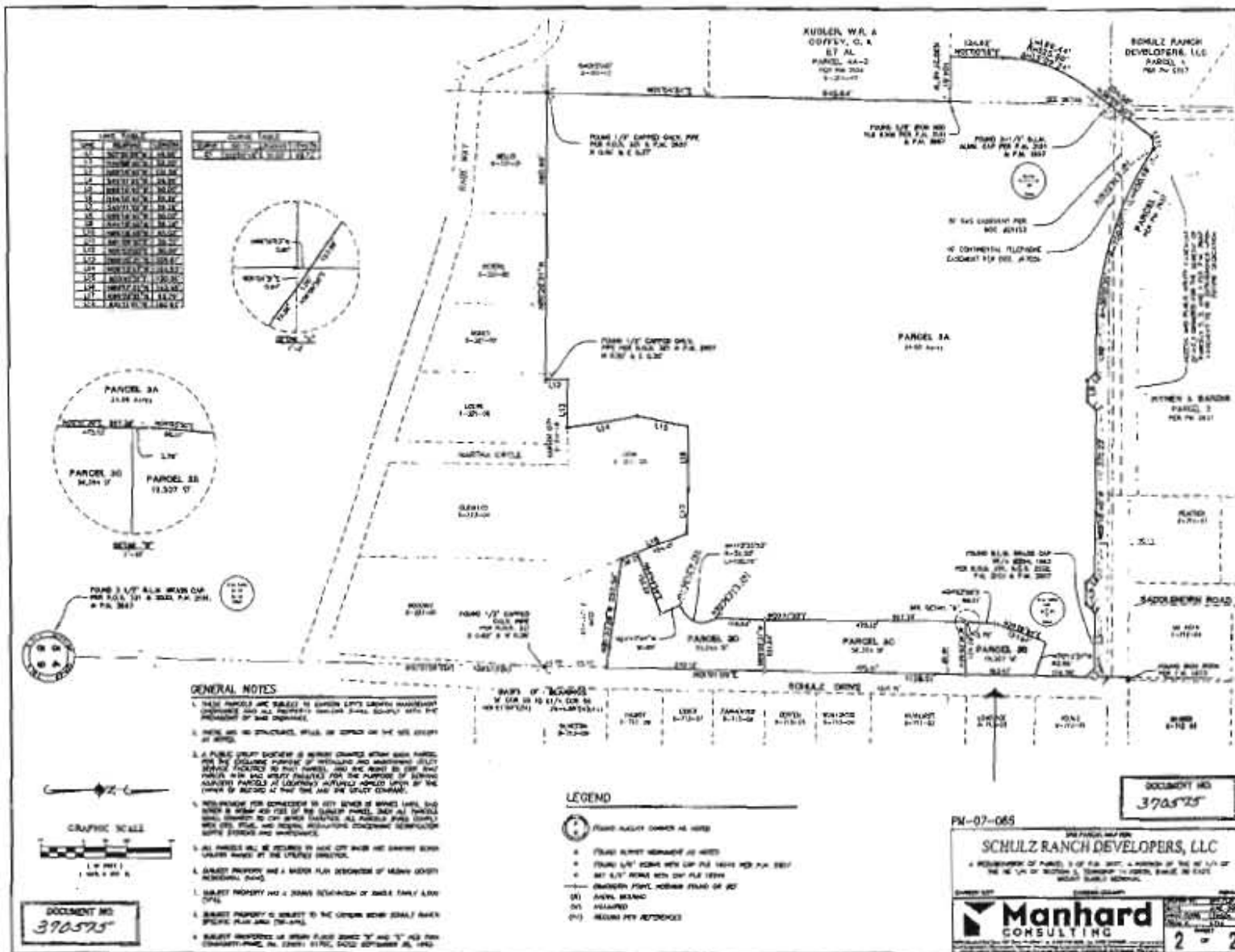
Parcel 3 of Parcel Map No. 2666, Document No. 371192, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 15,333 square feet.

Parcel 4 of Parcel Map No. 2666, Document No. 371192, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 14,687 square feet.

Parcel 1 of Parcel Map No. 2667, Document No. 371193, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 14,984 square feet.

Parcel 2 of Parcel Map No. 2667, Document No. 371193, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 13,733 square feet.

Parcel 4 of Parcel Map No. 2667, Document No. 371193, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 19,929 square feet.



For additional maps and information visit www.ParcelRecords.com or call Toll Free 1-888-361-2125 MAP 2663-B

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED, SCHULZ RANCH DEVELOPERS, LLC A NON-PUBLIC LIMITED LIABILITY COMPANY...

SCHULZ RANCH DEVELOPERS, LLC
7 FORTUNE LANE SUITE 200
MUNICIPALITY OF CARSON, MISSOURI

DATE: 7/28/07 BY: [Signature]

DATE: 7/28/07 BY: [Signature]

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF MISSOURI, COUNTY OF JACKSON, I, Notary Public, do hereby certify that the foregoing instrument was acknowledged before me on this 28th day of July, 2007...

SECURITY INTEREST HOLDER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED, FIRST BANK, A MEMBER COMPANY OF FIRST SECURITY BANK OF MISSOURI, HAS REVIEWED THIS MAP...

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF MISSOURI, COUNTY OF JACKSON, I, Notary Public, do hereby certify that the foregoing instrument was acknowledged before me on this 28th day of July, 2007...

REFERENCES

- 1. RECORD OF SURVEY NO. 201, FILE NO. 40-201, RECORD OF DEEDS COUNTY OF JACKSON, MISSOURI, 1982.
- 2. FINAL MAP NO. 1272, FILE NO. 1272, OFFICIAL RECORDS OF CARSON CITY, MISSOURI, 1982.
- 3. FINAL MAP NO. 1273, FILE NO. 1273, OFFICIAL RECORDS OF CARSON CITY, MISSOURI, 1982.
- 4. FINAL MAP NO. 1274, FILE NO. 1274, OFFICIAL RECORDS OF CARSON CITY, MISSOURI, 1982.
- 5. FINAL MAP NO. 1275, FILE NO. 1275, OFFICIAL RECORDS OF CARSON CITY, MISSOURI, 1982.
- 6. RECORD OF SURVEY NO. 185, FILE NO. 40-185, RECORD OF DEEDS COUNTY OF JACKSON, MISSOURI, 1982.
- 7. FINAL MAP NO. 1276, FILE NO. 1276, OFFICIAL RECORDS OF CARSON CITY, MISSOURI, 1982.
- 8. FINAL MAP NO. 1277, FILE NO. 1277, OFFICIAL RECORDS OF CARSON CITY, MISSOURI, 1982.

DOCUMENT NO. 37493

PARCEL MAP FOR SCHULZ RANCH DEVELOPERS, LLC



LAND USE SUMMARY
4 PARCELS TOTALING.....56,383.50 SQ. FT.

BASIS OF BEARINGS AND COORDINATES
BEARINGS AND DISTANCES SHOWN ON THIS MAP WERE OBTAINED BY MEASUREMENTS MADE BY THE SURVEYOR...

SURVEYOR'S CERTIFICATE
I, David J. Gorman, a Professional Land Surveyor Licensed in the State of Missouri, do hereby certify that the above described map was prepared by me or under my direct supervision...

DAVID J. GORMAN, P.L.S.
1011 W. 11th St.
Munich, Missouri, 64550

UTILITY COMPANIES CERTIFICATE

WE HEREBY CERTIFY THAT WE HAVE BEEN ADVISED BY THE UNDERSIGNED THAT ALL NECESSARY PERMITS AND APPROVALS HAVE BEEN OBTAINED FROM THE APPROPRIATE PUBLIC UTILITY COMPANIES.

TREASURER'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFY THAT ALL PROPERTY TAXES HAVE BEEN PAID FOR THE CURRENT YEAR AND ON THE LAND SHOWN ON THIS PARCEL MAP...

CITY ENGINEER'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFY THAT HE OR SHE HAS APPROVED THIS PARCEL MAP AND THAT HE OR SHE HAS EXAMINED THE MAP AND FOUND THAT IT COMPLIES WITH ALL REQUIREMENTS OF THE CITY OF CARSON, MISSOURI...

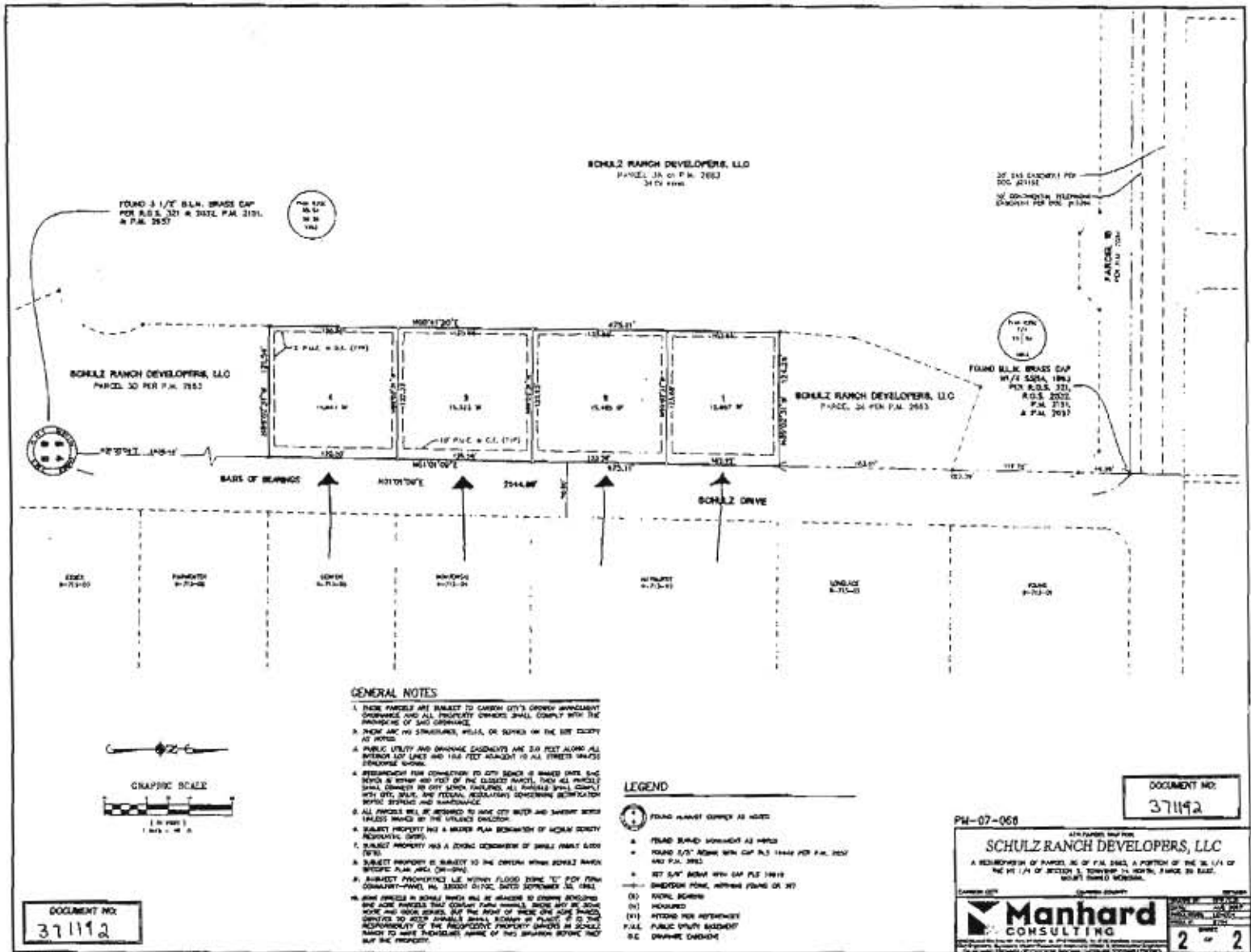
PARCEL MAP REVIEW COMMITTEE

PARCEL MAP REVIEWED BY THE CARSON CITY PLANNING COMMISSION AND APPROVED BY THE CITY OF CARSON, MISSOURI.

CLERK/RECORDER'S CERTIFICATE

THIS PARCEL MAP WAS FILED IN MY OFFICE ON AUGUST 28, 2007, AT 1:32 P.M. IN BOOK 80, PAGE 202 OF THE OFFICIAL RECORDS OF CARSON CITY, MISSOURI...

SCHULZ RANCH DEVELOPERS, LLC
A MEMBERSHIP COMPANY OF PARCELS, IN OR FROM 5000 A PORTION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 80 EAST, COUNTY OF JACKSON, MISSOURI.
Manhard CONSULTING
1 of 2



For additional maps and information visit www.ParcelRecords.com or call Toll Free 1-888-381-2125 MAP 2012-07

EXHIBIT "K"

Parcel 4A-2 of Parcel Map No. 2151, Document No. 186516, recorded in the Official Records of Carson City, Nevada on March 11, 1996. Containing approximately 7.94 acres.

“Exhibit L”

In compliance with *Section II.2.1 Phasing* of the Schulz Ranch Development Agreement, the following summary and the attached exhibits will serve to address the phasing of both the on-site and off-site improvements for the Schulz Ranch Development.

Overall Project Summary

The overall project will include development of the Schulz Ranch Subdivision Neighborhoods 1, 2, 3, and 4. This will include construction of all necessary on-site and off-site infrastructure including constructing Topsy Lane from US 395 to Center Drive, improving the east side of Center Drive along the western project boundary, constructing Buck Mountain Road from Center Drive to Race Track Road, improving Bigelow Drive from Race Track Road to Snyder Avenue, reconstructing the intersection of Snyder Avenue and Bigelow Drive, and improving the intersection of Snyder Avenue and Edmonds Drive. This also includes constructing all local roads, underground utility/drainage facilities, paths, and parks associated with the project.

Neighborhood 1 was revised from "T-Court" residential units to the lower density 70 foot by 100 foot minimum lot sizes. This decreased the parcel count in the neighborhood from 155 lots to 80 lots. These lots will be developed with Phases 1 and 2.

Units per phase breakdown:

Phase 1 = 100 lots

Phase 2 = 105 lots

Phase 3 = 119 lots

Phase 4 = 100 lots

Total (Neighborhoods 1, 2, 3, and 4 only) = 424 lots

All improvements will be in compliance with Carson City Board of Supervisors *Conditions of Approval, October 20, 2005*. Some of the phase summaries below reference specific Conditions of Approval (COA) and describe how they are met by the proposed improvements.

Phase 1

1. Approximately 3,900 lineal feet of two-lane roadway improvements to widen Topsy Lane from US 395 to Center Drive including roadway, bike lanes, grading, drainage, utilities, and erosion control. These improvements will be permitted through Douglas County (See COA 3.d and 27).

2. Approximately 2,300 lineal feet of 48 foot wide roadway improvements to construct Buck Mountain Road from the Topsy Lane/Center Drive intersection eastward through the intersection of Wheeler Peak Drive including roadways, bike lanes, grading, drainage, utilities, sidewalks/paths, landscaping, and erosion control (See COA 27 and 31).
3. Improvements to the Snyder Avenue/Edmonds Drive intersection will be constructed, if required (See COA 3.d).
4. Install adequate pedestrian crossing signage and striping at the intersections of Center Drive and Clear Creek Avenue and Center Drive and Topsy Lane (See COA 3.d).
5. Construct 40 single family residential units in Neighborhood 1 (Phase 1A) including roadways, grading, drainage, utilities, sidewalks/paths, common area landscaping located in Phase 1A, erosion control, and any required bus stops.
6. Construct 60 single family residential units in Neighborhood 4 (Phase 1B) including roadways, grading, drainage, utilities, sidewalks/paths, common area landscaping located in Phase 1B, erosion control, and any required bus stops.
7. The existing irrigation ditch will be perpetuated through the site (See COA 2).
8. A 12 inch water line will be constructed through Buck Mountain Drive and will tie into an existing 10 inch water main in Bigelow Drive. Adequate looping of the system will be provided via connection to an existing 10 inch parallel main within Race Track Road (See COA 3.a).
9. Buck Mountain Drive from Wheeler Peak Drive to Race Track Road will be graded and surfaced with aggregate base until full improvements are constructed in Phase 3.
10. On-site gravity sanitary sewer (SS) will be constructed along with off-site sanitary sewer eastward through Buck Mountain Drive/Race Track Road and will join the existing main in Bigelow Drive. A sewer report is required to be submitted with this phase to determine any necessary improvements (See COA 3.b).
11. Storm drainage in Phase 1A will be routed via pipe and open channel through the subdivision and a future phase to a proposed detention basin to the northeast within Neighborhood 2. The basin will be located in the 100-year floodplain (FEMA Zone AE) and will be constructed in accordance with all local, state, and federal requirements (See COA 3.c, 23, and 29).
12. Storm drainage in Phase 1B and off-site flows from the west will be routed to a proposed detention basin in the Future Park Site to the east.

13. A drainage report will be submitted with this phase (See COA 3.c).
14. On site bus stops will be constructed per the Carson City School District if required (See COA 18).
15. The proposed home models and landscape schemes will be submitted to Carson City for approval prior to home building permit submittals (See COA 39 and 41).

Phase 2

1. Construct remaining 40 single family residential units in Neighborhood 1 (Phase 2A) including roadways, grading, drainage, utilities, sidewalks/paths, common area landscaping located in Phase 2A, erosion control, and any required bus stops.
2. Construct remaining 65 single family residential units in Neighborhood 4 (Phase 2B) including roadways, grading, drainage, utilities, sidewalks/paths, erosion control, common area landscaping located in Phase 2B, and any required bus stops.
3. Construct a two lane paved roadway from Wheeler Peak Drive the end of the Phase 1 Buck Mountain Road improvements to Race Track Road.
4. Intersection improvements to Bigelow Drive/Snyder Avenue will be constructed (See COA 3.d).
5. The existing irrigation ditch will be perpetuated through the site (See COA 2).
6. Proposed underground utilities will join existing utility stubs constructed with Phase 1. A sewer report will be submitted with this phase (See COA 3.b).
7. Storm drainage in Phase 2A will join existing storm drain stubs and be routed via pipe and open channel to the existing detention basin in the northeast corner of Neighborhood 2 constructed with Phase 1A.
8. Storm drainage in Phase 2B will join the existing storm drain network constructed with Phase 1B.
9. On site bus stops for schools and Jump Around Carson (JAC) will be constructed per the Carson City School District and Carson City Transportation if required (See COA 18). The location of these stops, if any, are to be determined.
10. Approximately 1,700 lineal feet of 30 foot wide roadway improvements to construct Center Drive along the western project boundary including roadway, bike lanes, grading, drainage, utilities, and erosion control. (See COA 12 and 24).

11. The proposed home models and landscape schemes will be submitted to Carson City for approval prior to home building permit submittals (See COA 39 and 41).

Phase 3

1. Construct remaining Buck Mountain Drive/Race Track Road and Bigelow Drive improvements including landscaping. A 10 foot wide multi-use path is proposed along Bigelow Drive in lieu of on street bike lanes (See COA 3.d).
2. Construct eight single family residential units along Schulz Drive (Phase 3A) including, grading, drainage, utilities, and erosion control.
3. Construct 45 single family residential units in Neighborhood 3 (Phase 3A) including roadways, grading, drainage, utilities, sidewalks/paths, common area landscaping located in Phase 3A, erosion control, and any required bus stops.
4. Construct remaining 66 single family residential units in Neighborhood 3 (Phase 3B) including roadways, grading, drainage, utilities, sidewalks/paths, common area landscaping located in Phase 3B, erosion control, and any required bus stops.
5. Storm drainage in Phase 3A will join the existing storm drain network constructed with Phase 1B and route the system to the proposed detention basin in the southwest corner of Neighborhood 3.
6. Storm drainage in Phase 3B will join the existing storm drain network constructed with Phase 3A and route the system to the existing detention basin in the southwest corner of Neighborhood 3.
7. In conjunction with improvement plans for Phase 3, improvement and landscape plans for both the proposed passive park located in the detention basin in the southwest corner of Neighborhood 3 and the path connection from the centrally located neighborhood park shall be submitted.
8. In conjunction with improvement plans for the final map phase that includes the 210th residential lot, improvement and landscape plans for the centrally located neighborhood park shall also be submitted.
9. A notice of completion for the centrally located neighborhood park shall be issued prior to issuance of the building permit for the 210th residential lot (See COA, 20 modified from 251 due to reduction in total number of lots).
10. The proposed home models and landscape schemes will be submitted to Carson City for approval prior to home building permit submittals (See COA 39 and 41).

Phase 4

1. If a portion of Phase 4 is constructed prior to any portion of Phase 3, construct remaining Buck Mountain Drive/Race Track Road and Bigelow Drive improvements including landscaping. A 10 foot wide multi-use path is proposed along Bigelow Drive in lieu of on street bike lanes (See COA 3.d).
2. Construct 40 single family residential units in Neighborhood 2 (Phase 4A) including roadways, grading, drainage, utilities, sidewalks/paths, erosion control, and any required bus stops.
3. Construct 60 single family residential units in Neighborhood 2 (Phase 4B) including roadways, grading, drainage, utilities, sidewalks/paths, common area landscaping located in Phases 4A and 4B, erosion control, and any required bus stops.
4. Storm drainage in Phase 4A and Phase 4B will join the existing storm drain network constructed with Phase 1A and route the system to the proposed detention basin to the northeast.
5. In conjunction with improvement plans for Phase 4, improvement and landscape plans (not including drainage, which will be constructed with Phase 1A) for both the proposed passive park located in the detention basin in the northwest corner of Neighborhood 2 and the path connection from Buck Mountain Road shall be submitted.
6. In conjunction with improvement plans for the final map phase that includes the 210th residential lot, improvement and landscape plans for the centrally located neighborhood park shall also be submitted.
7. A notice of completion for the centrally located neighborhood park shall be issued prior to issuance of the building permit for the 210th residential lot (See COA, 20 modified from 251 due to reduction in total number of lots).
8. The proposed home models and landscape schemes will be submitted to Carson City for approval prior to home building permit submittal (See COA 39 and 41).

