

July 31, 2014

LATE MATERIAL
MEETING DATE 8/7/14
ITEM # 13C

Mr. Bill Schulz

Schulz Investments

1627 Rankin Drive

Carson City, NV 89701

Dear Mr. Schulz:

We are sending you this letter to inform you of our intention to fight and dispute every effort on your or Manhard Consultants part, or any other agent you may choose to use, to gain approval for a subdivision, sell lots, build structures, gain access to your property over the driveway that crosses our respective properties or any other modification that is proposed to our current situation or location.

We have lived at this location between 10 and 27 years and all moved here for the peace and tranquility of the canyon and neighborhood. Nothing you intend to do will maintain nor improve that tranquility. Thus we have no recourse but to fight and dispute your every move until you cease and desist any development activities on your property.

We are all retired from significant professional careers and have the knowledge, resources, time and legal counsel to make your project very expensive and time consuming. If you intend to continue your efforts to develop the property I can assure you that you will NOT do it through or across our respective properties. We have accepted this as a challenge to our way of life and do not intend to have it changed because someone wishes to make profit at our expense.

Among the things you should know and consider if you intend to continue to press for subdivision of your property are the following:

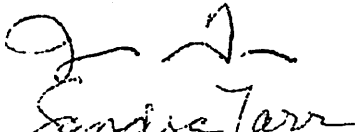
- We have included a recorded road maintenance agreement for our shared driveway. We will NOT accept any amendment to that recorded road maintenance agreement that includes any of the lots or potential houses on your property.
- Any agreement you make with Mike Arnold applies only to his own property. Mike Arnold nor any organization he purports to head DO NOT represent or speak for any other resident of this immediate area or for anyone in the entire Clear Creek Canyon unless they specifically agree. WE DO NOT AGREE TO HIS REPRESENTATION IN ANY WAY, SHAPE OR FORM.
- We will not agree to any modification of the shared driveway that crosses our respective properties. That includes but is not limited to widening, turnouts, modification of drainage ditches, removal of old growth trees or any other modification that materially affects the nature and value of our properties.
- We will fight any septic systems being installed on your property because of the health risk and potential pollution of our well drinking water.
- We will fight any attempt to drill wells on your property because this will affect the amount, nature and quality of our existing well water. We will make every attempt to force you to convince the city to attach your properties to city water and sewer systems.

- The route your consultants have chosen through our respective properties and neighborhood is the most disruptive and not the shortest route to your property. Select another of the many possible routes to your property. You will save time and expense if you do. However, be aware that this will not mitigate the other issues we have with your development.

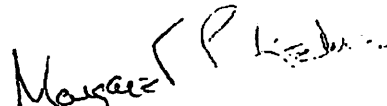
We will attend every meeting, speak loudly in every forum and spread our message widely throughout the public and government. We will take every action including but not limited to injunctive and other legal means to promote our cause.

We intend to fight and will not be denied our rights as homeowners to live our retirement years in peace.

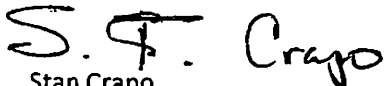
Respectfully,


James and Sandra Tarr

4664 Old Clear Creek Road


Peg Kehres

4650 Old Clear Creek Road


Stan Crapo

4670 Old Clear Creek Road

cc: Robert Crowell, Mayor

Karen Abowd, Ward 1

Brad Bonkowski, Ward 2

John McKenna, Ward 3

Jim Shirk, Ward 4

Kenneth Anderson, Manhard Consulting

Chris Baker, Manhard Consulting

John P. Rutledge, Attorney

**PRIVATE
ROAD MAINTENANCE AGREEMENT**

The undersigned herein declare that they are the owners of that certain parcel of land situated in the County of Carson City, State of Nevada, and more particularly described as follows:

PROPERTY DESCRIPTION: Parcels D-1, D-2, D-3 and D-4 of Amended Parcel Map No. 1583 for Michael E. Anderson and Dean J. Anderson, filed in the office of the Carson City Recorder, on October 13, 1988, as File No. 77255, Official Records.

AND *Parcel C of Parcel Map No. 1018 for Clear Creek Partnership, filed in the office of the Carson City Recorder, on November 17, 1983, as File No. 22791.
TOGETHER with an easement for ingress and egress across parcel D as shown in said map and RESERVING from Parcel C and easement for ingress and egress appurtenant to Parcel A.

And as owners of said property, MICHAEL E. ANDERSON and DEAN J. ANDERSON,
JOHN L. EASBY and DIANA L. EASBY, and NANCY E. HORNBECK

agree to assume a proportionate amount of responsibility of maintaining the road, in accordance to with the number of parcels owned by each respective party, including but not limited to all necessary grading.

["proportionate responsibility shall be based on the fact that there are four (4) "D" parcels per Amended Parcel Map No. 1583, AND on the presumption that there will be four (4) newly created parcels per future Parcel Map to be recorded by Nancy E. Hornbeck on the adjoining property, MAKING A TOTAL OF EIGHT (8) PARCELS OF WHICH THE OWNERS OF SAME SHALL ASSUME RESPONSIBILITY FOR ROAD MAINTENANCE CALLED FOR HEREIN. Example: as of the date of this Road Maintenance Agreement Michael E. Anderson and Dean J. Anderson would be responsible for 3/8 of the road maintenance, John L. Easby and Diana L. Easby would be responsible for 1/8 of the road maintenance, and Nancy E. Hornbeck would be responsible for 4/8 of the road maintenance.]

MICHAEL E. ANDERSON AND DEAN J. ANDERSON and JOHN L. EASBY AND DIANA L. EASBY
and NANCY E. HORNBECK shall maintain the entire road until such time they no longer have any interest in and to subject property described herein.

AT SUCH TIME ANY PROPERTY OWNER EFFECTED BY THIS ROAD MAINTENANCE AGREEMENT SELL, TRANSFER OR CONVEY THEIR INTEREST IN AND TO SUBJECT PROPERTIES OF SAID PARCEL MAP NO. 1583, OR IN ADDITIONAL PROPERTY DESCRIBED HEREIN, THE RESPONSIBILITY OF MAINTAINING THE ROAD SHALL TRANSFER AND BE ASSUMED BY THE NEW OWNERS OF SAID PROPERTY, IN ACCORDANCE WITH THE TERMS HEREIN.

This AGREEMENT is to be construed as a covenant running with the land and is for the mutual benefit of the undersigned, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have executed this Agreement this 8th day of November, 1988.

Michael E. Anderson
Michael E. Anderson

Dean J. Anderson
Dean J. Anderson

Nancy E. Hornbeck
Nancy E. Hornbeck

John L. Easby 11/8/88
John L. Easby

Diana L. Easby 11/8/88
Diana L. Easby

(SEE ATTACHED PAGE FOR NOTARY ACKNOWLEDGEMENTS)

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

Date Nov 9 1988

Carson City Clerk - Recorder
ALAN GLOVER, Clerk-Recorder

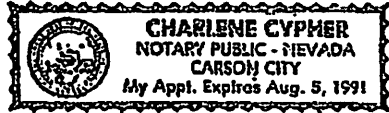
By [Signature] Deputy
Per NRS 239 Sec.6 the SSN may be redacted, but in no way affects the legality of the document personally appeared

STATE OF NEVADA)
) ss.
COUNTY OF CARSON CITY

On November 9, 1988
before me, a Notary Public, MICHAEL E. ANDERSON AND DEAN J.

ANDERSON
who acknowledged they they executed the above instrument.

Signature [Signature]
(Notary Public)

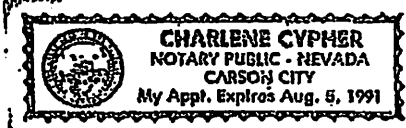


STATE OF NEVADA)
) ss.
COUNTY OF CARSON CITY

On November 8, 1988 personally appeared
before me, a Notary Public, JOHN L. EASBY AND DIANA L. EASBY

who acknowledged they they executed the above instrument.

Signature [Signature]
(Notary Public)

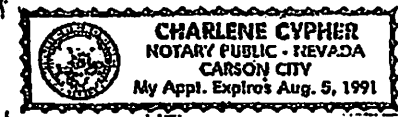


STATE OF NEVADA)
) ss.
COUNTY OF CARSON CITY

On November 9, 1988 personally appeared
before me, a Notary Public, NANCY E. HORNBECK

who acknowledged that she executed the above instrument.

Signature [Signature]
(Notary Public)



WHEN RECORDED MAIL TO:
Michael E. Anderson, etal
P.O. Box 1557
Carson City, NV 89702

FILED FOR RECORD
AT THE REQUEST OF
NORTHERN NEVADA TITLE COMPANY

'88 NOV -9 P3:30

FILE NO 78262
ALAN GLOVER
CARSON CITY RECORDER
BY [Signature] DEPUTY
[Signature] 78262