

**City of Carson City  
Agenda Report**

**Date Submitted:** February 24, 2015

**Agenda Date Requested:** March 5, 2015

**Time Requested:** 20 minutes

**To:** Mayor and Board of Supervisors

**From:** Parks and Recreation Department

**Subject Title: For Possible Action:** To approve and accept the Schulz Ranch Landscape Maintenance District Petition for the planned Schulz Ranch Development as presented by Manhard Consulting LTD. (Roger Moellendorf and Chris Baker)

**Staff Summary:** During the December 18, 2014 Board of Supervisors meeting, Chris Baker of Manhard Consulting LTD and staff presented the Schulz Ranch Landscape Maintenance District Petition for the planned Schulz Ranch Development. No action was taken during the meeting as the Board had numerous questions regarding Landscape Maintenance District Petition process and some of the terminology used in the Petition. Attached, is a list of questions from the December 18, 2014 meeting with answers developed by staff. Staff and the consultant feel that the revised petition resolves the questions and concerns expressed by the Board during the December 18, 2014 meeting. The Parks and Recreation Commission approved unanimously a recommendation for approval by the Board for acceptance with the added stipulation that all revenue derived from the landscape maintenance district to be dedicated solely to the maintenance of the proposed Schulz Ranch Development.

**Type of Action Requested:** (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to approve and accept the Schulz Ranch Landscape Maintenance District Petition for the planned Schulz Ranch Development as presented by Manhard Consulting LTD.

**Explanation for Recommended Board Action:** On July 5, 2007, the Board of Supervisors adopted amending Municipal Code Title 17, by establishing Chapter 17.18 that allows for the creation of landscape maintenance districts. A landscape maintenance district is a defined area within a future or existing residential development that has the ability to assess property owners for city maintenance of landscape improvements contained within the borders of the district. Developers are allowed to request the formation of a maintenance district through a petition process. The petition process is specifically and explicitly outlined in Section 17.18.050 of the Carson City Municipal Code. Attached, are questions that were brought up at the December 18, 2014 meeting by the Board and others regarding the petition. Answers to the questions are included. Also, attached, is a copy of Chapter 17.18 Landscape Maintenance Districts of the Carson City Municipal Code.

**Applicable Statute, Code, Policy, Rule or Regulation:** Nevada Revised Statutes 278.4787, CCMC 17.18 Landscape Maintenance Districts.

**Fiscal Impact:** N/A.

**Explanation of Impact:** There is no fiscal impact at this time. Future assessments from property owners will fund the maintenance of the Schulz Ranch Development.

**Funding Source:** N/A.

**Alternatives:** Reject the Parks and Recreation Commission's recommendation.

**Supporting Material:** "Schulz Ranch Maintenance District Petition"  
Chapter, 17.18 - Landscape Maintenance Districts  
Questions from the Board of Supervisors from the December 18, 2014 Meeting

**Prepared By:** Roger Moellendorf, Parks & Recreation Director

**Reviewed By:** *R Moellendorf* Date: 2/19/15  
(Department Head)

*Nicholas Minerva* Date: 2/24/15  
(City Manager)

*Joseph L. Ward Jr.* Date: 2/24/15  
(District Attorney)

*Michael Pracht* Date: 2/24/15  
(Finance Director)

**Board Action Taken:**

Motion: \_\_\_\_\_ 1: \_\_\_\_\_ Aye/Nay

2: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

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## SCHULZ RANCH MAINTENANCE DISTRICT PETITION

This **SCHULZ RANCH MAINTENANCE DISTRICT PETITION** ("Petition"), is submitted by **SCHULZ RANCH, LLC**, a Delaware limited liability company ("Developer 1") and **RYDER-DUDA CARSON, LLC**, a Nevada limited liability company ("Developer 2") (together with Developer 1, individually and collectively, "Developer"), to **CARSON CITY**, a consolidated municipality ("Carson City"), pursuant to Nevada Revised Statutes ("NRS") 278.4787 and Carson City Municipal Code ("CCMC") 17.18.

### BACKGROUND

A. Developer 1 owns the real property in Carson City, Nevada, described on **Exhibit A** hereto ("Developer 1 Property"). Exhibits referenced in and attached to this Petition are in bold text; Exhibits that are referenced in this Petition but attached to either the Development Agreement or the Maintenance District Development Agreement are not in bold text.

B. Developer 2 owns the real property in Carson City, Nevada, described on **Exhibit B** hereto ("Developer 2 Property," and together with the Developer 1 Property, "Schulz Ranch Property").

C. The Schulz Ranch Property is located generally between Center Drive and Schulz Drive in Carson City, Nevada, and is commonly known as "Schulz Ranch" (sometimes referred to as the "Project"). Subject to certain conditions of approval ("Conditions of Approval"), the Carson City Board of Supervisors ("Board") approved a common open space subdivision tentative map for Schulz Ranch on October 20, 2005 (ISM-05-144).

D. An initial development agreement for Schulz Ranch was adopted on September 1, 2011, as Ordinance No. 2011-16, and an amendment to the development agreement was adopted on April 3, 2014, by Ordinance No. 2014-6, and recorded as Document No. 444869 in the Official Records, Carson City, Nevada ("Official Records") (collectively, "Development Agreement"). The Development Agreement provides that Schulz Ranch is to be developed in four (4) phases (each, a "Phase," and collectively, the "Phases") in accordance with a phasing plan detailing specific on-site and off-site improvements as set forth in Exhibit L to the Development Agreement ("Exhibit L"), with 424 single family lots (each, a "Lot," and collectively, "Lots"), open space and common areas. It is anticipated that Schulz Ranch will be developed in accordance with Exhibit L and by way of four (4) (or more) final and recorded subdivision maps (each, a "Subdivision Map," and collectively, "Subdivision Maps"). The first Subdivision Map for the first Phase has been recorded, more specifically, Lots 1-1 through 1-40 (inclusive) and 4-1 through 4-60 (inclusive) were created by the Final Map for Schulz Ranch Subdivision – Phase 1, recorded August 11, 2014 in the Official Records, Carson City, Nevada, as File No. 446516 ("Phase 1 Subdivision Map"). Schulz Ranch is subject to other development entitlements as set forth in the Development Agreement, including, without limitation, a zoning map amendment and the establishment of a specific plan area with respect to Schulz Ranch (together with the Conditions of Approval, the Development Agreement, and the Subdivision Maps, the "Development Approvals").

E. Condition of Approval No. 32 requires the establishment of a neighborhood landscape maintenance district pursuant to which Carson City is responsible for maintenance of landscaped

areas within Schulz Ranch. Such maintenance district is in lieu of the creation of a common interest community (“CIC”) under NRS Chapter 116 and a CIC association as described therein. See NRS 278.4787 and CCMC 17.18.020.

F. CCMC Section 17.18 provides for the procedures and requirements for establishment of a maintenance district. Those requirements include the submittal of a Petition requesting that Carson City establish a Maintenance District and assume maintenance of certain improvements, and as a part of said Petition, the provision of a development agreement specific to the Maintenance District (“Maintenance District Development Agreement”). See CCMC 17.18.050(2)(c).

G. Developer submits this Petition to request the establishment of the “**SCHULZ RANCH MAINTENANCE DISTRICT**” (“Maintenance District”) pursuant to NRS 278.4787 and CCMC 17.18.

H. Capitalized terms defined in this Petition shall have the respective meanings given to them in this Petition. Capitalized terms not defined in this Petition shall have the respective meanings given to them in CCMC 17.18.030. For convenience, the definitions set forth in CCMC 17.18.030 are reproduced in Schedule 1 attached to this Petition.

## PETITION

I. **SIGNATURES; NOTICE.** Except for land to which title has passed to Carson City as a result of the dedications on and recordation of the Phase 1 Subdivision Map pursuant to CCMC 17.06.025, as of the date this Petition is signed and acknowledged by Developer, Developer owns one hundred percent (100%) of the Schulz Ranch Property that will be included within the Maintenance District; as a result, the below signature by Developer represents signature by all owners of all the Schulz Ranch Property petitioning for creation of the Maintenance District.

## **II. PROPERTY DESCRIBED.**

A. The Maintenance District comprises an area that is identical to the area of the Schulz Ranch Property. The Assessment applies to portions of the Schulz Ranch Property that constitute Lots created by the recording of each Subdivision Map.

B. The areas of land within the Schulz Ranch Property, together with the improvements to be installed or constructed thereon, that Developer has or will dedicate to Carson City for maintenance as part of the Maintenance District to be established by this Petition, are described and conceptually depicted on Exhibits C-1 and C-2 hereto (“LMD Property”). Exhibit C-2 depicts generally Improvement concepts for each Project Phase; if an area in a Phase shown on Exhibit C-2 omits a specific reference to an Improvement concept, the intent is for the Improvement concept for that area to be consistent with the Improvement concept otherwise applicable to the Phase. Improvements that are a part of LMD Property are or will be identified in detail in the actual Improvement Plans submitted to and approved by Carson City. LMD Property relating to and shown on the Phase 1 Subdivision Map is as follows (“Phase 1 LMD Property”): The landscaped areas within the right-of way commonly known as Race Track Road, and the Common Area A and Common Area B (all such area is ±67,694 square feet), in each case together with the Improvements to be installed and constructed thereon pursuant to the Development Agreement and the

Improvement Plans. The areas of land within the Schulz Ranch Property relating to and shown on subsequent Subdivision Maps that constitute LMD Property will be clearly delineated on such Subdivision Maps as either (i) landscaped areas within right of ways, or (ii) common areas. If Developer elects to create a common interest community for a Phase in the Project, any land or improvements to be owned or leased by the homeowner's association in connection therewith will be delineated on the Subdivision Map as "common elements" to clearly distinguish the same from the LMD Property delineated on the same Subdivision Map. Any such delineated common elements shall be separate from and not included within LMD Property and no LMD Property will be converted to common elements (i.e., LMD Property will continue to benefit the entire Project as contemplated by the Development Approvals).

**III. MAINTENANCE DISTRICT DEVELOPMENT AGREEMENT.** Upon the adoption of this Petition by the Board and the recording in the Official Records of the notice of creation of the Maintenance District pursuant to CCMC 17.18.060(3)(b), Developer (and any then successors-in-interest to Developer) will execute and deliver to Carson City the Maintenance District Development Agreement substantially in the form attached to this Petition at Exhibit D; once the Maintenance District Development Agreement is executed by Carson City, the Developer will cause the Maintenance District Development Agreement to be recorded in the Official Records at Developer's cost.

**IV. DEVELOPMENT STANDARDS REQUIREMENTS.** The details and construction information regarding the Improvements is attached to this Petition at Exhibit E.

**V. ALLOCATION PLAN.** The Allocation Plan which determines the relative benefits and allocates costs between Carson City and the Assessed Property in accordance with CCMC 17.18.080 is attached to this Petition at Exhibit F.

**VI. LIST OF ASSESSED PROPERTIES.**

**A.** The Assessed Properties will be each Lot created by each Subdivision Map. The initial Assessment Amount is currently estimated to be \$210.11 per Lot per year. The Assessment Amount is anticipated to increase in the future as shown by the Financial Plan and estimates thereon attached to this Petition at Exhibit G. The estimated Assessment Amount identified on Exhibit G is an estimate only, and is subject to change from time to time.

**B.** The commencement date for the Assessment is the date of Final Project Acceptance (below defined) for the Improvements associated with the Phase 1 LMD Property; notwithstanding that, only Lots created by a Subdivision Map are subject to the Assessment and to the Assessment Amount for that Lot. The term "Final Project Acceptance" means that the Improvements associated with a Phase of LMD Property (i) have been completed in accordance with the Improvement Plans for that Phase (including deficiency list items), (ii) have undergone final inspection by Carson City, and (iii) have been accepted by Carson City for maintenance purposes by the means customarily used by Carson City to evidence such acceptance. If, for any reason, Improvement Plans and the installation and construction of such Improvements, are undertaken in a Phase that is different from the Phase contemplated by this Petition or the Development Approvals, then such Improvements shall be included in the Final Project Acceptance for the Phase in which such Improvement Plans and Improvements are undertaken. Notwithstanding the foregoing, the land and Improvements for the

centrally located neighborhood park identified in Phase 3 in Exhibit L to the Development Agreement and in Exhibit C-2 hereto, shall be accepted by Carson City for maintenance purposes upon completion of such Improvements in accordance with the Improvement Plans and final inspection by Carson City.

C. The Assessment for the Maintenance District, and the Assessment Amount for each Lot, will be collected in the same form and manner as other real property taxes; except that an annual Assessment Amount for a Lot shall be prorated for the time period that the Lot is subject to the Assessment Amount, with the Lot being subject to and responsible for paying its Assessment Amount only for the time period on and after creation of the Lot by a Subdivision Map.

VII. FINANCIAL PLAN. The Financial Plan for the Maintenance District is attached at Exhibit G. The Financial Plan includes, without limitation: (1) detailed costs of the maintenance of Improvements within the Maintenance District; (2) Maintenance District start-up costs; (3) initial and annual Maintenance District cost allocation; (4) projected revenues and expenses for the first 7 years of operations of the Maintenance District; and (5) a projected 7 year Improvement Plan. Developer was not required to submit reserve studies for maintenance costs as referenced in CCMC 17.18.050(2)(g)(3) because Carson City performed the analysis and calculations on maintenance costs which included depreciation costs and costs of future capital replacement needs.

VIII. MAINTENANCE PLAN. The Maintenance Plan is attached to this Petition at Exhibit H. The Maintenance Plan details the Improvements to be maintained, the schedule and levels of Maintenance (including long term Maintenance and replacement costs), and the estimated time and expense that may be involved.

IX. ASSESSMENT DEPOSIT. The assessment deposit required by CCMC 17.18.050(2)(i) is set forth in the Maintenance District Development Agreement.

X. WARRANTY. The warranty required by CCMC 17.18.050(2)(j) is set forth in the Maintenance District Development Agreement.

XI. INDEMNIFICATION. The indemnification required by CCMC 17.18.050(2)(k) is set forth in the Maintenance District Development Agreement.

XII. EXISTING DEVELOPMENT. CCMC 17.18.050(l) is not applicable. The Maintenance District is required by the Development Approvals.

XIII. DEDICATION AND GRANT OF EASEMENTS TO CARSON CITY. The dedications and grants of easements to Carson City required by CCMC 17.18.050(m) is set forth in the Maintenance District Development Agreement.

XIV. ADDITIONAL INFORMATION.

A. Lighting Requirements. The lighting requirements set forth in this Section will apply to the Project. Approved ground mounted horizontal low voltage flood or "grazing" lighting shall be installed to complement the eight-foot wide concrete path adjacent to Racetrack Road. The intent of this low voltage lighting is to provide functional illumination to the pathway without being

obtrusive to adjacent residences. Lighting will not be required for any other pathways within in the Project. The central neighborhood park shall have lighting installed on the following features: the parking lot, the pavilion, the restroom building, and the connective pathway from Racetrack Road south to the restroom building, continuing on to the pavilion, and finally exiting the park north of the playground area. The intent of the park lighting is for safety purposes and shall be installed on the actual structures wherever possible to reduce the number of light poles required. No bollard-style lighting will be allowed.

**B. CCMC 17.18.070(4).** Notwithstanding the provisions of CCMC 17.18.070(4), if the Parks Director, in his or her discretion, believes a change in this Petition or the Maintenance District is desired or necessary, the Parks Director will notify Developer of the same and use good faith efforts to cooperate with Developer in adopting and implementing such change.

**XV. TIMELINES.** CCMC 17.18.050(2)(o) does not apply because Carson City established alternative timelines to those in CCMC 17.18.050(2)(o) for submittal of this Petition. CCMC 17.18.070(2)(a) does not apply because Carson City established alternative time limits to those in CCMC 17.18.070(2)(a) in the Development Agreement.

**XVI. FEE.** Fees have not been set for the Petition process, therefore, no fees are required.

**XVII. SCHEDULE AND EXHIBIT LIST.** This Petition contains the following Schedules and Exhibits:

Schedule 1	CCMC 17.18.030 Definitions
Exhibit A	Developer 1 Property
Exhibit B	Developer 2 Property
Exhibit C-1	LMD Property (depiction of land)
Exhibit C-2	LMD Property (depiction of conceptual improvements)
Exhibit D	Form of Maintenance District Development Agreement
Exhibit E	Development Standards Requirements
Exhibit F	Allocation Plan
Exhibit G	Financial Plan
Exhibit H	Maintenance Plan

[Signatures to follow.]



IN WITNESS WHEREOF Developer submits this Petition to Carson City.

**SCHULZ RANCH, LLC,**  
a Delaware limited liability company

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of SCHULZ RANCH, LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of RYDER-DUDA CARSON, LLC, a Nevada limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF Developer submits this Petition to Carson City.

**SCHULZ RANCH, LLC,**  
a Delaware limited liability company

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by  
\_\_\_\_\_, as \_\_\_\_\_ of SCHULZ  
RANCH, LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by  
\_\_\_\_\_, as \_\_\_\_\_ of RYDER-  
DUDA CARSON, LLC, a Nevada limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## SCHEDULE 1

### CCMC 17.18.030 DEFINITIONS

**“Allocation plan”** means a plan provided for in the petition that assesses the relative benefits and allocates costs between the city and the assessed property.

**“Arterial street and major thoroughfare”** means streets that generally accommodate longer trips by motorists and higher traffic volumes, serve as connections between highways, other highly traveled roads, over geographic areas, or between regions or areas of Carson City, provide connectivity to regional facilities, or ensure continuity in the traffic patterns of the region.

**“Assessed property”** means each lot, parcel, or residential dwelling in the maintenance district. Notwithstanding the foregoing, property within a maintenance district which is owned by a school district, city or the federal government shall not be assessed property.

**“Assessment”** means the proportionate share of the assessed properties of the annual amount established by Carson City that is necessary to pay the cost to maintain the improvements located in the maintenance district which includes, without limitation, Carson City’s administrative costs; the actual cost for contracted services performed; and the associated labor, equipment, insurance, utility, and material costs.

**“Assessment amount”** means the proportionate share of the assessment of each owner of assessed property.

**“Assessment period”** means the period from the creation of the maintenance district through the next-occurring July 1, and each successive period of time running from and including July 1 to and including June 30 of the following year.

**“Board”** means the Carson City board of supervisors.

**“CC&Rs”** means covenants, conditions and restrictions.

**“City directors”** means the finance director of the Carson City finance department, the planning director of the Carson City planning division, the fire chief of the Carson City fire department, the city engineer of the development engineering division, and the Carson City treasurer, or the designee of any of the foregoing.

**“Defensible space”** means the area between a house and an oncoming wildfire where vegetation has been managed to reduce the wildfire threat and allow firefighters to safely defend the house.

**“Developer”** means the subdivider, as defined in Section 17.02.020, or the landowner in NRS Chapter 278A. **“Development”** means a subdivision, as defined in NRS 278.320, or any other area of real property to be or having been developed pursuant to a common plan or design scheme.

**“Development agreement”** means the written agreement provided with the petition that includes the information required by Section 17.18.050(2)(c).

**Development standards** means the development standards adopted by Carson City contained in Carson City Municipal Code Title 18.

**Financial plan** means a plan provided for in the petition detailing project costs, district set up costs, reserve studies stipulating initial reserves to be established, allocation of initial and annual costs, projected revenues and expenses for the first 5 years of operations and a projected 5 year improvement plan.

**Furnishings** means amenities associated with trails, parks and open space, consisting of but not limited to benches, trash receptacles, water fountains and bicycle racks.

**Improvement plan** means the plan submitted by petitioner pursuant to Section 17.18.050(2)(g)(6) detailing the installation of improvements in a maintenance district by petitioner.

**Improvements** consist of but are not limited to, landscaping; public lighting; security walls; and trails, parks and open space.

**Interior streets** means streets located within the boundaries of a development that principally serve the residents of such development, and their guests, by providing access to and from the residences within the development.

**Landscaping** includes, without limitation:

1. Ground cover, trees, shrubs, grass and other ornamentation, whether natural or artificial, located:

- a. On the perimeter of a development or subdivision;
- b. On a median strip on the perimeter of a development or subdivision.

2. Irrigation systems, electrical systems, conduits, separate metering equipment, and drainage, acceptable to Carson City, that do not exceed the water usage or energy conservation principles of xeriscape located in the maintenance district.

**List of assessed properties** means a list provided for in the petition containing a list of the properties within the proposed maintenance district that will be assessed the assessment amount.

**Maintenance** means to care for and provide upkeep of improvements which includes, without limitation, repair, reconstruction and replacement.

**Maintenance association** means a homeowners' association or landscape maintenance association created to assume maintenance of the improvements.

**Maintenance district** means an area comprised of assessed property in a development, which area is created, formed, and established, pursuant to NRS 278.4787 and this chapter, where Carson City will assume the maintenance of 1 or more of the following improvements located thereon which provide a substantial public benefit or which are required by the board of supervisors for the primary use of the public:

2.

1. Landscaping;
2. Public lighting;
3. Security walls; and
4. Trails, parks and open space. Trails described in NRS 278.4787(5) are not included in this definition.

**"Maintenance plan"** means a plan provided for within the petition that details the improvements to be maintained, the schedule and levels of maintenance, the estimated time and expense that may be involved and any other information as reasonably required by the parks director.

**"Master maintenance district"** means a maintenance district formed for a development to be developed in phases where subsequent phases of the development are added to the maintenance district by petition, as they are developed.

**"Non-regional interior trails"** means trails that provide internal non-motorized transportation and recreation to the development.

**"Parks director"** means the director of Carson City's parks and recreation department, or his or her designee.

**"Petition"** means the written request of a developer or, pursuant to NRS 278.4787(7), owners of affected tracts of land or residential units, to Carson City for the creation of a maintenance district or master maintenance district.

**"Petitioner"** means the party or parties requesting in writing the creation of a maintenance district or master maintenance district by Carson City.

**"Planning director"** means the planning director of the Carson City planning division or his or her designee.

**"Property"** means the sum of all legal parcels of real property (including fixtures) containing improvements requested by the petitioner to be included within and maintained by the maintenance district.

**"Public benefit"** means the general public's benefit and use of the improvements within the maintenance district.

**"Public lighting"** means works or improvements useful in lighting a street, sidewalk or other place used for a public purpose.

**"Regional trails"** means trails that are part of the city's unified pathways master plan or that provide regional connectivity through a trail system or network.

**"Security walls"** means any wall composed of materials including, but not limited to, stone, brick, concrete blocks, masonry or similar building material, together with footings, pilasters,

outriggers, grillwork, gates and other appurtenances, and constructed around the perimeter of a development for the purposes of security or protection of the property with the development.

**EXHIBIT A**  
**TO PETITION**

**DEVELOPER 1 PROPERTY**

**EXHIBIT "A"**

All that particular real property situate within the East One-Half of Section (E 1/2) of Section 5, Township 14 North (T.14N.), Range 20 East (R.20E.), Mount Diablo Meridian, being Lot 1-1 through Lot 1-40, Lot 4-1 through Lot 4-60, Parcel A, Parcel B, Parcel C as shown on the Final Map for SCHULZ RANCH SUBDIVISION- PHASE 1, recorded August 11, 2014 in Book 10, Page 2821 as File No. 446516, Parcel 3A and Parcel 3B as shown on the 3rd Parcel Map for SCHULZ RANCH DEVELOPERS, LLC recorded August 3, 2007 in Book 10, Page 2663 as File No. 370575, Parcel 1, Parcel 2, Parcel 3 and Parcel 4 as shown on the 4th Parcel Map for SCHULZ RANCH DEVELOPERS, LLC, recorded August 21, 2007 in Book 10, Page 2666 as File No. 371192 and Parcel 1, Parcel 2, Parcel 3 and Parcel 4 as shown on the 5th Parcel Map for SCHULZ RANCH DEVELOPERS, LLC recorded August 21, 2007 in Book 10, Page 2667 as File No. 371193 all in the Official Records of Carson City, Nevada.



**EXHIBIT B**  
**TO PETITION**

**DEVELOPER 2 PROPERTY**

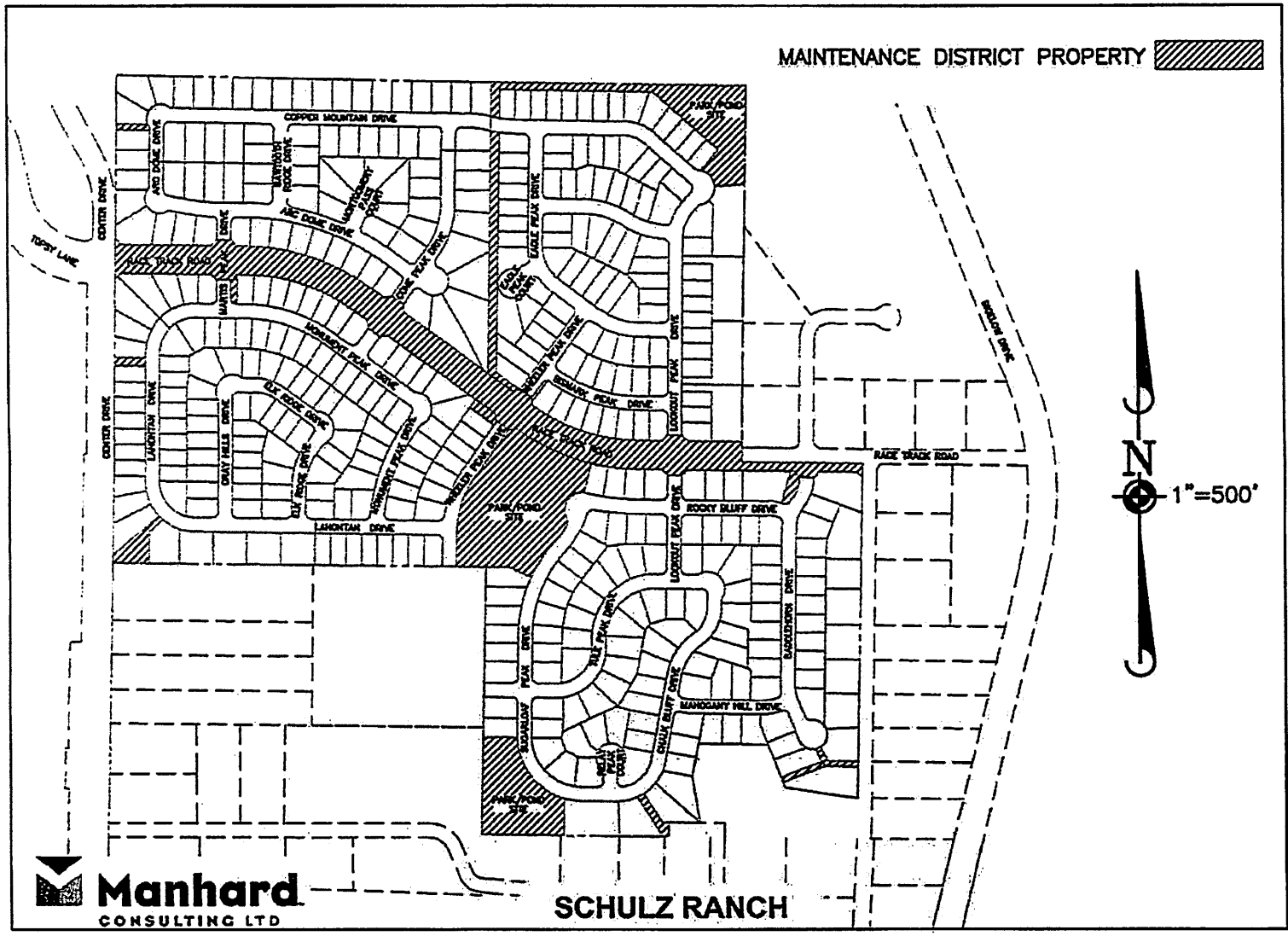
**EXHIBIT "B"**

All that particular real property situate within the East One-Half of Section (E 1/2) of Section 5, Township 14 North (T.14N.), Range 20 East (R.20E.), Mount Diablo Meridian, being Parcel 2 as shown on the 1<sup>st</sup> Parcel Map for SCHULZ RANCH DEVELOPERS, LLC REYNEN & BARDIS (CARSON), LLC, recorded June 27, 2007 in Book 10, Page 2657 as File No. 369098 in the Official Records of Carson City, Nevada.

**EXHIBIT C-1**  
**TO PETITION**

**MAINTENANCE DISTRICT PROPERTY**

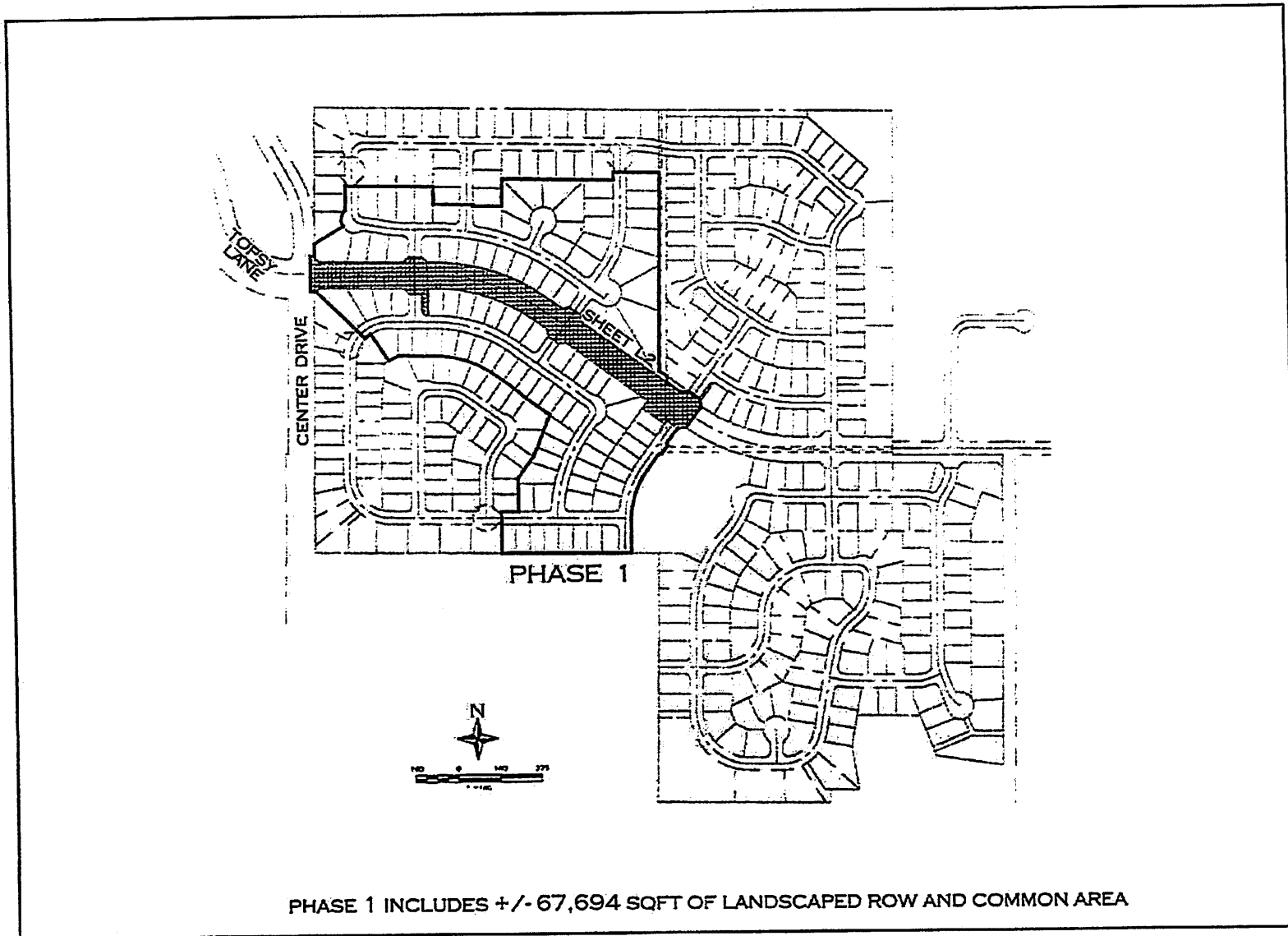
[See following pages.]




**EXHIBIT C-2**  
**TO PETITION**


**MAINTENANCE DISTRICT PROPERTY**

[See following pages.]



PHASE 1 INCLUDES +/- 67,694 SQFT OF LANDSCAPED ROW AND COMMON AREA



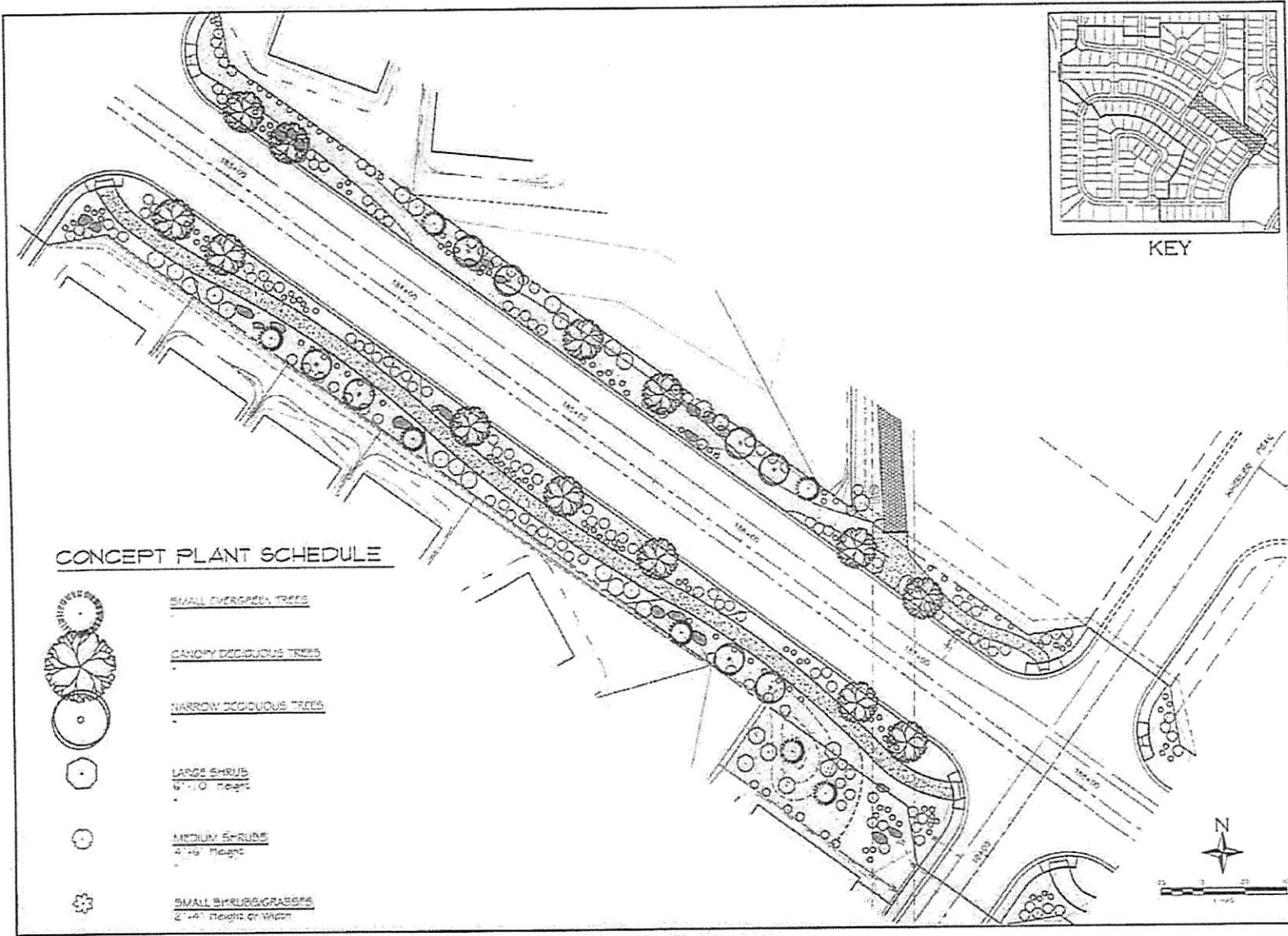


**SCHULZ RANCH**  
**CONCEPTUAL PLANS**  
**PHASE 1 - LANDSCAPE OVERVIEW**







REVISION

DATE	SEP 2002
SCALE	1" = 100'
DRAWN	
CHECKED	

DRAWING TITLE
SCHULZ RANCH
SHEET
L1
OF 2 SHEETS



**CONCEPT PLANT SCHEDULE**

-  SMALL EVERGREEN TREES
-  CANOPY DECIDUOUS TREES
-  NARROW DECIDUOUS TREES
-  LARGE SHRUBS  
6'-10' Height
-  MEDIUM SHRUBS  
4'-6' Height
-  SMALL SHRUBS/GRASSES  
2'-4' Height or Width



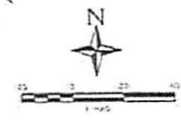
KEY

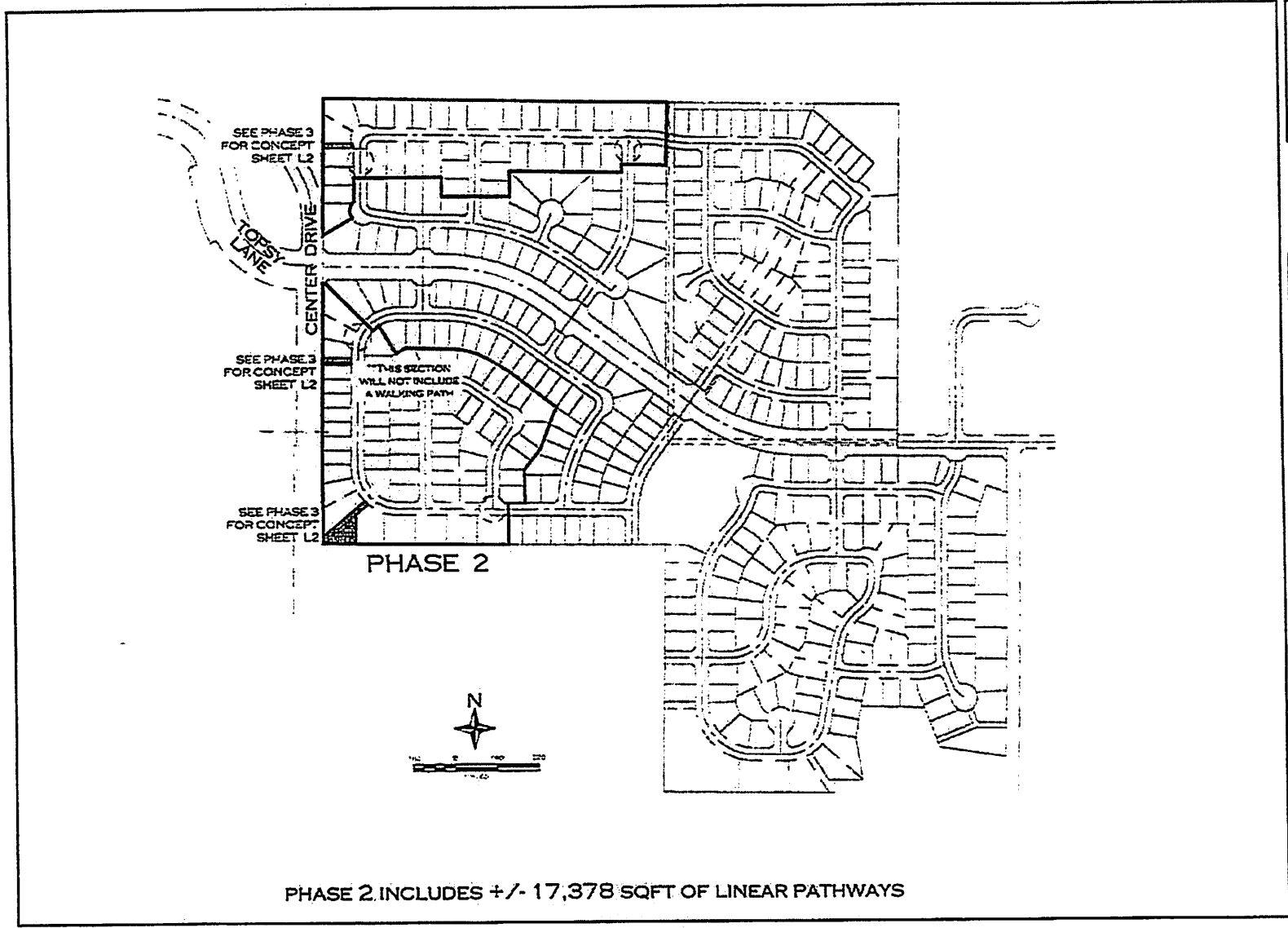


**SCHULZ RANCH**  
**CONCEPTUAL PLANS**  
 PHASE 1 - ENTRY RD. LANDSCAPE CONCEPT

REVISION

DATE: SEPTEMBER 20, 2011  
 SCALE: 1"=40'  
 DRAWN: J.P.  
 CHECKED: K.S.  
 DRAWING TITLE: LANDSCAPE CONCEPT  
 SHEET: L2  
 OF 2 SHEETS



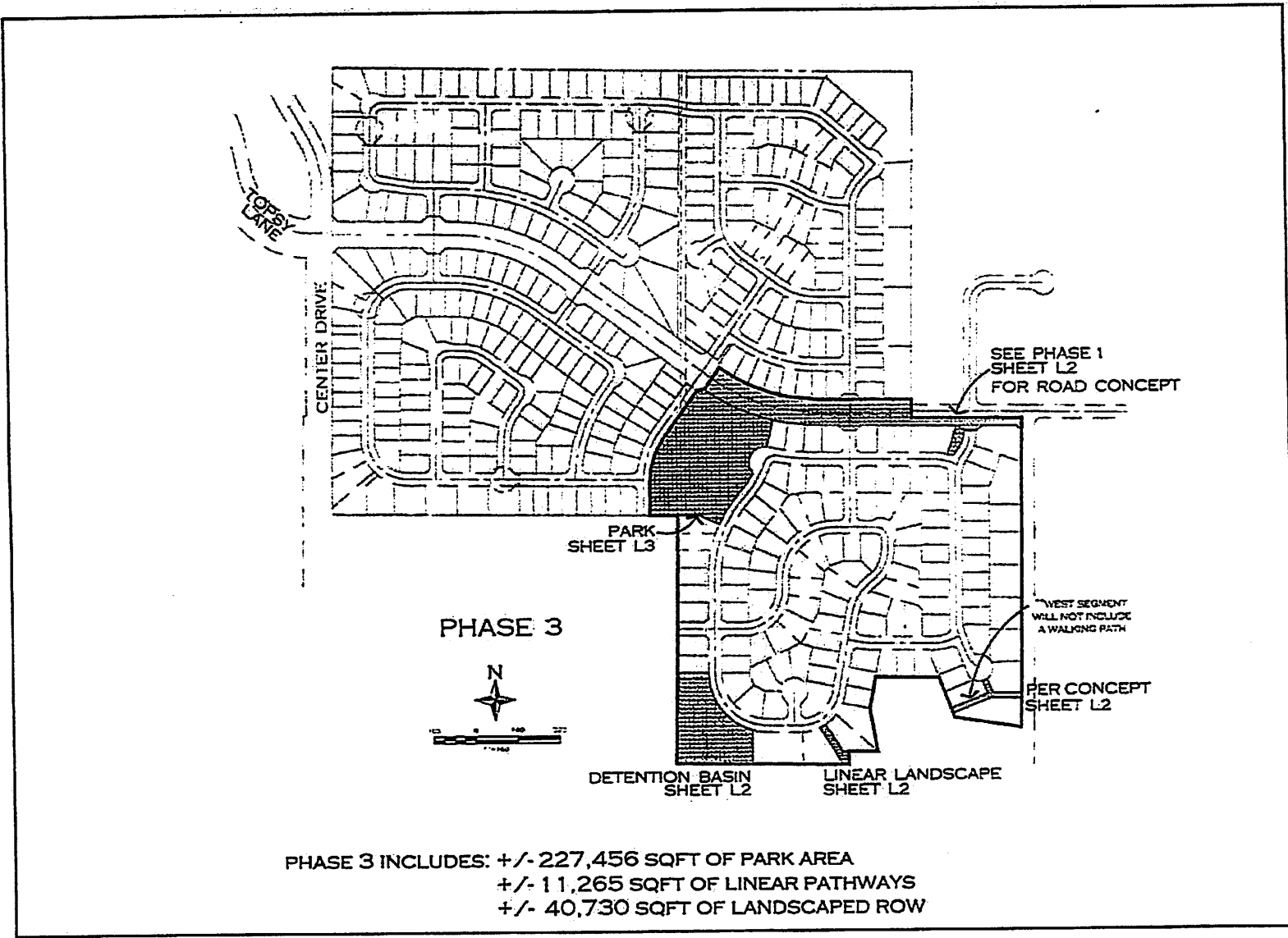


SCHULZ RANCH  
 CONCEPTUAL PLANS  
 PHASE 2 - LANDSCAPE OVERVIEW

REVISION	_____
DATE	SEP 2014
SCALE	1" = 100'
DRAWN	EM
CHECKED	EM

DRAWING TITLE  
 CONCEPTUAL PLANS  
 SHEET  
**L1**  
 OF 1 SHEETS





STUBBS ASSOCIATES  
 ARCHITECTS  
 10000 N. 19th Ave., Suite 100  
 Phoenix, AZ 85022  
 Telephone: 602.998.8888  
 Fax: 602.998.8889

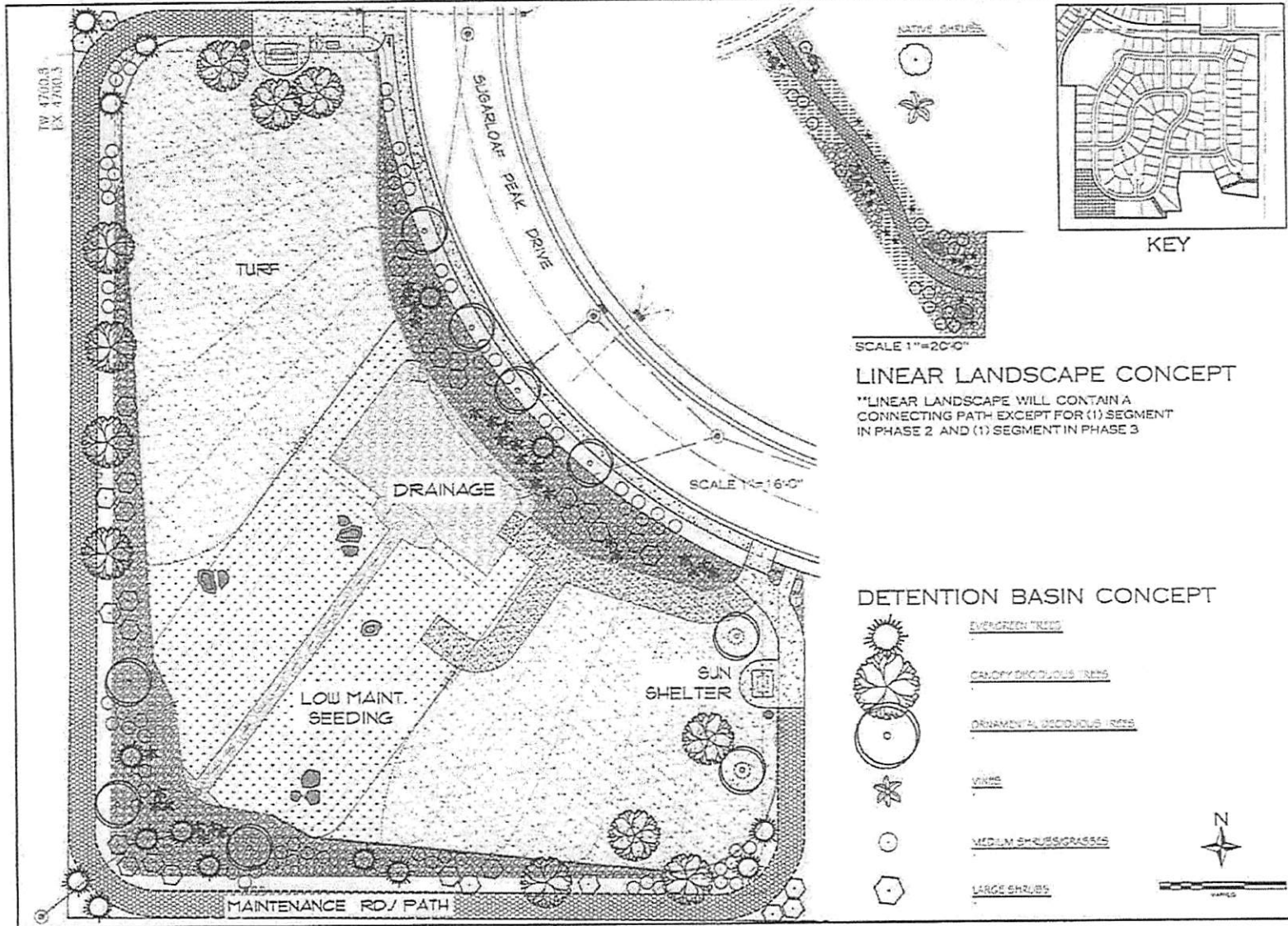
391

**SCHULZ RANCH  
 CONCEPTUAL PLANS  
 PHASE 3 - LANDSCAPE OVERVIEW**

REVISION

DATE: SEPTEMBER 2014  
 SCALE: 1" = 60'  
 DRAWN: [Signature]  
 CHECKED: [Signature]

DRAWING TITLE: OVERVIEW  
 SHEET: L1  
 OF 3 SHEETS

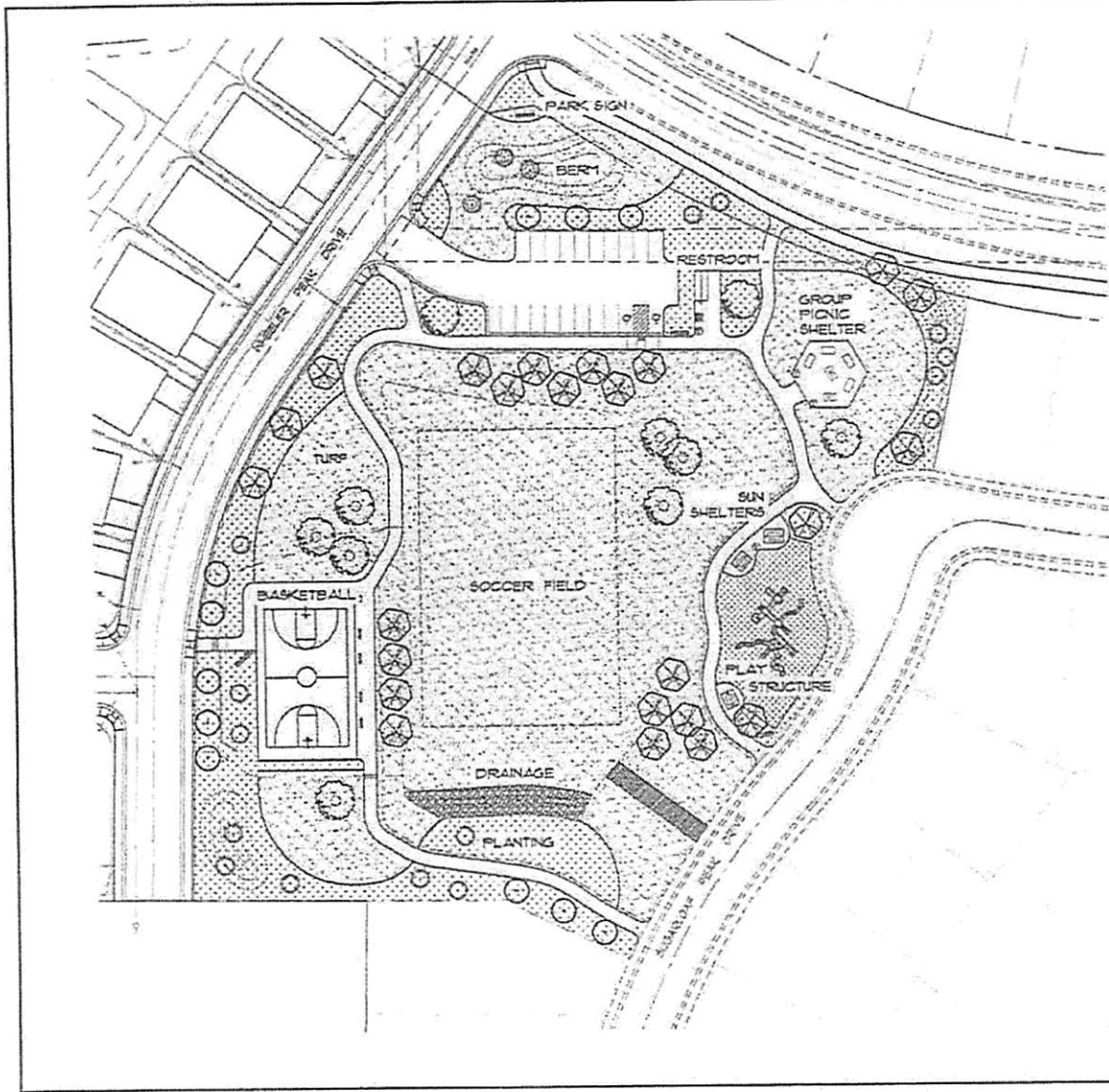


SCHULZ RANCH  
CONCEPTUAL PLANS  
PHASE 3 - DETENTION & PATH CONCEPTS

REVISION





DATE: NOVEMBER 2014  
SCALE: 1"=20'-0"  
DRAWN: [initials]  
CHECKED: [initials]

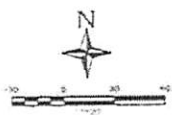
DRAWING TITLE: DETENTION  
SHEET: L2  
OF 3 SHEETS




KEY

CONCEPT PLANT SCHEDULE

-  EVERGREEN TREES
-  CANOPY DECIDUOUS TREES
-  SPECIMAN DECIDUOUS TREES
-  NARROW DECIDUOUS TREES



LAWRENCE W. WATKINS  
LANDSCAPE ARCHITECTS  
1000 UNIVERSITY AVENUE, SUITE 100  
SAN JOSE, CALIFORNIA 95128  
PHONE (415) 281-1111  
FAX (415) 281-1112



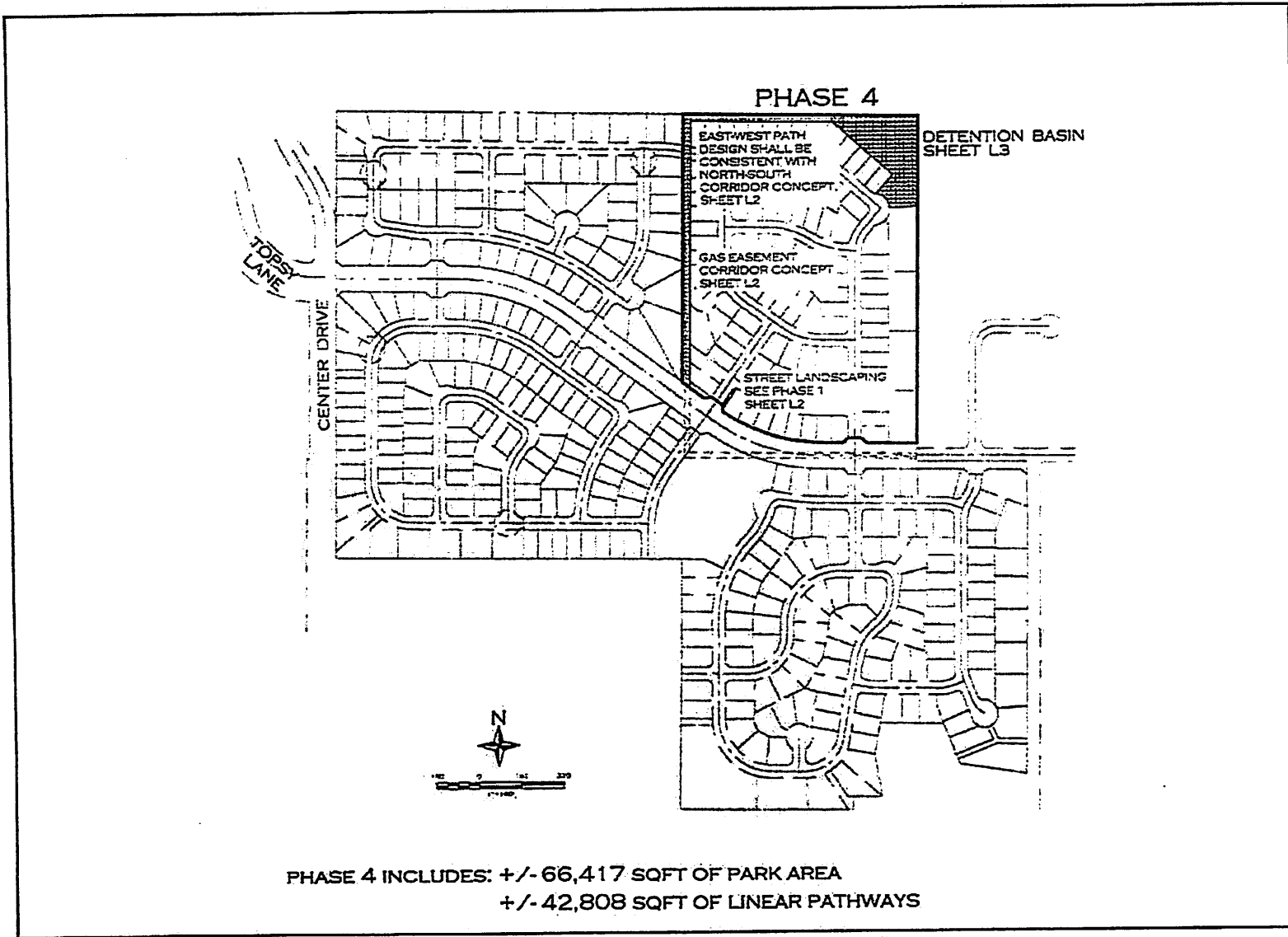
301

SCHULZ RANCH  
CONCEPTUAL PLANS  
PHASE 3 - PARK CONCEPT

REVISION


DATE: SEPTEMBER 2011  
SCALE: 1" = 40'  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]

DRAWING TITLE
PROJECT
SHEET: <b>L3</b>
OF 3 SHEETS

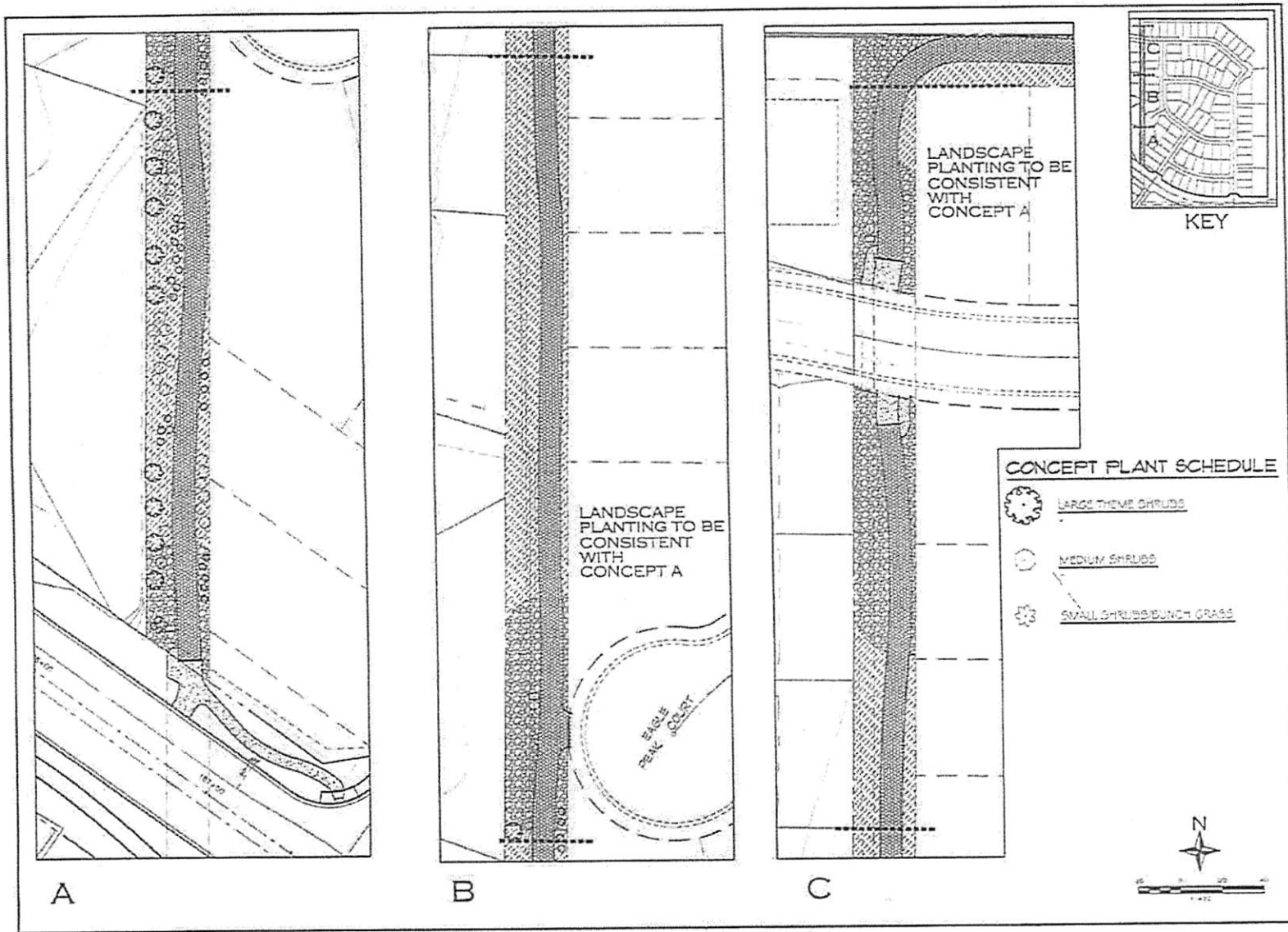


**SCHULZ RANCH  
CONCEPTUAL PLANS  
PHASE 4 - LANDSCAPE OVERVIEW**

REVISION	DATE	SCALE	DRAWN BY	CHECKED BY

DATE: SEPTEMBER 2014  
SCALE: 1" = 100'  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]

DRAWING TITLE: [Signature]  
SHEET: L1  
OF 3 SHEETS



A




B

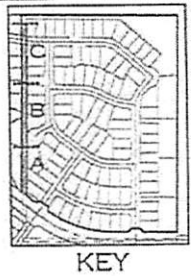
C

LANDSCAPE PLANTING TO BE CONSISTENT WITH CONCEPT A

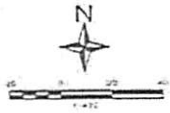
LANDSCAPE PLANTING TO BE CONSISTENT WITH CONCEPT A

CONCEPT PLANT SCHEDULE

-  LARGE TREVE SHRUBS
-  MEDIUM SHRUBS
-  SMALL SHRUB/BUNCH GRASS



KEY

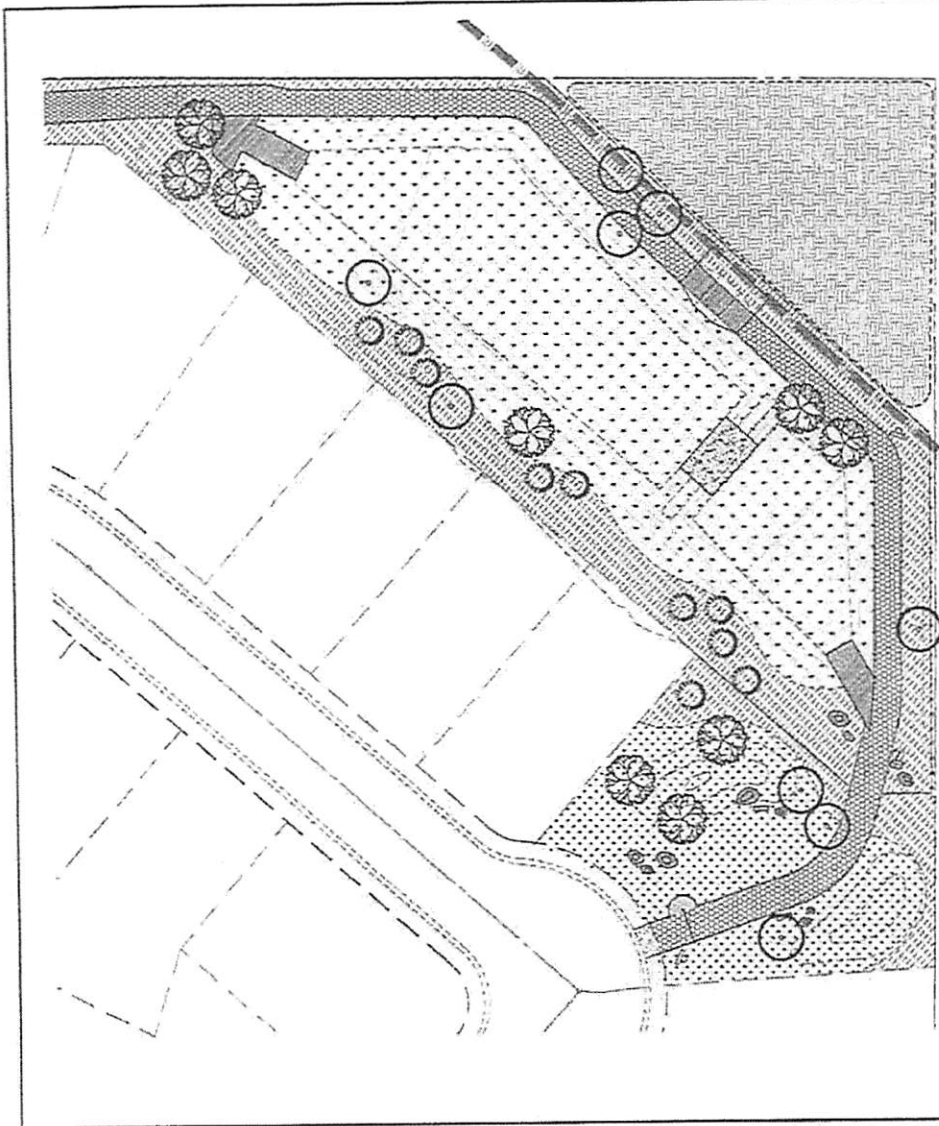


SCHULZ RANCH  
 CONCEPTUAL PLANS  
 PHASE 4 - GAS EASEMENT CONCEPTS

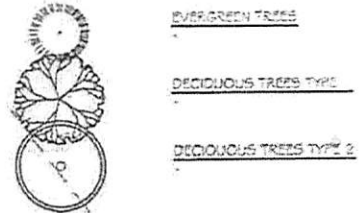
REVISION


DATE: SEPTEMBER 2014  
 SCALE: 1" = 10'  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]

DRAWING TITLE  
 LANDSCAPE - R.C.  
 SHEET:  
**L2**  
 OF 3 SHEETS



**CONCEPT PLANT SCHEDULE**



-  NATIVE VEGETATION
-  DROUGHT TOLERANT/NATIVE SHRUBBERY
-  IRRIGATED NATIVE BUNCHGRASS
-  BUTTERFLY GARDEN



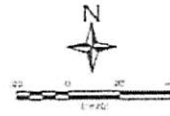
KEY



**SCHULZ RANCH  
CONCEPTUAL PLANS  
PHASE 4 - NORTH DETENTION CONCEPT**

REVISION

DATE: 02/20/2014  
 SCALE: 1" = 20'  
 DRAWN: SW  
 CHECKED: SW



DRAWING TITLE: DETENTION  
 SHEETS: **L3**  
 OF 3 SHEETS

**EXHIBIT D**  
**TO PETITION**

**FORM OF MAINTENANCE DISTRICT DEVELOPMENT AGREEMENT**

[See following pages.]

APN: \_\_\_\_\_

Escrow No. \_\_\_\_\_

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**WHEN RECORDED, MAIL TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHULZ RANCH MAINTENANCE DISTRICT  
DEVELOPMENT AGREEMENT**

This **SCHULZ RANCH MAINTENANCE DISTRICT DEVELOPMENT AGREEMENT** ("**Agreement**") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2014 ("**Effective Date**"), among **SCHULZ RANCH, LLC**, a Delaware limited liability company ("**Developer 1**"), and **RYDER-DUDA CARSON, LLC**, a Nevada limited liability company ("**Developer 2**") (and together with Developer 1, individually and collectively, "**Developer**"), and **CARSON CITY**, a consolidated municipality ("**Carson City**"). Developer and Carson City are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

**RECITALS:**

A. On or about \_\_\_\_\_, 2014, Developer submitted to Carson City the Schulz Ranch Maintenance District Petition ("**Petition**"). On or about \_\_\_\_\_, 2014, the Carson City Board of Supervisors ("**Board**") approved and adopted the Petition, and the notice of creation of the Maintenance District required by Carson City Municipal Code ("**CCMC**") 17.18.060(3)(b) ("**Notice of Creation**") was recorded on \_\_\_\_\_, 2014, as Document No. \_\_\_\_\_, in the Official Records, Carson City, Nevada ("**Official Records**").

B. Developer and Carson City execute this Agreement for the purpose of satisfying the requirement for a development agreement in connection with the Petition and for establishing the "**SCHULZ RANCH MAINTENANCE DISTRICT**" pursuant to CCMC 17.18.

C. Capitalized terms defined in this Agreement shall have the respective meanings given to them in this Agreement. Capitalized terms not defined in this Agreement shall have the respective meanings given to them in the Petition.



NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **Property.** The Property subject to this Agreement is described on **Exhibit A**. Following the recording of the Notice of Creation by Carson City, Developer will cause a notice of maintenance district assessment ("**Notice of Maintenance District Assessment**") to be recorded against the Property in the Official Records. The Notice of Maintenance District Assessment will list each Lot's legal description and its assessor's parcel number (for each Lot then created and assigned an assessor's tax parcel number), the then current estimated or actual Assessment Amount for each Lot, and contact information for Carson City for Lot owners to obtain information about the Maintenance District and the Assessment Amount. The Notice of Maintenance District Assessment will be substantially in the form attached at **Exhibit B**.

2. **Incorporation of CCMC 17.18.** Except as expressly set forth in this Agreement otherwise, the provisions of CCMC Chapter 17.18 are incorporated herein.

3. **Duration of Agreement.** The term of this Agreement begins upon the execution of this Agreement by the last Party, and terminates automatically on the last Final Project Acceptance for a Phase of Maintenance District Property, unless the Agreement is sooner terminated under NRS 278.0205 or the provisions of this Agreement, and except as to provisions herein that expressly survive termination ("**Termination Date**"). No further action by any Party is necessary to terminate this Agreement on the Termination Date under this **Section 3**.

4. **Use.** The permitted uses of the Property, the density or intensity of the land use, and the maximum height and size of any proposed buildings shall be as set forth in the Development Approvals. The terms of this **Section 4** survive the expiration or termination of this Agreement.

5. **Improvements; Construction Schedule.** The improvements subject to this Agreement are identified on **Exhibit E** to the Petition (each, an "**Improvement**," and collectively, the "**Improvements**"). Subject to extensions of time with respect to any one or more of the Development Approvals (including of the tentative map for Schulz Ranch (TSM -05-144)), Developer shall cause the Improvements to be installed or constructed in accordance with the schedule for construction, including the deadlines for completion thereof, on **Exhibit C**. If any such extensions of time conflict with **Exhibit C**, such extensions shall control for purposes of this Agreement. The installation or construction of the Improvements shall be performed in a good and workmanlike manner, in accordance with the Development Approvals, Petition and the CCMC, and at the sole cost and expense of Developer.

6. **Maintenance and Administration.**

6.1. On and after the date of Final Project Acceptance for a Phase of Maintenance District Property, Carson City shall maintain the Maintenance District Property associated with such

2.

Phase (including all Improvements), diligently, in good repair, in accordance with applicable law, and at least in as good a condition as existing as of the date of such Final Project Acceptance. Carson City agrees to not unreasonably withhold, delay or condition any inspection or approval necessary to achieve Final Project Acceptance. The terms of this **Section 6.1** survive each Final Project Acceptance as to the applicable Maintenance District Property.

6.2. On and after the date of Final Project Acceptance for the Phase 1 Maintenance District Property, Carson City shall commence, and thereafter administer, the imposition and collection of the Assessment on Assessed Property for the Maintenance District.

7. **Warranty.** On and after the date of Final Project Acceptance for a Phase of Maintenance District Property, all workmanship and materials of the Improvements associated with such Maintenance District Property shall be subject to a full one-year warranty. This warranty requires that all such Improvements (including trees, plants, irrigation systems, fencing, lighting, or any other landscaping components installed by or on behalf of Developer) be repaired or replaced to the reasonable satisfaction of Carson City if not healthy, thriving, or in disrepair promptly after written notification to Developer by Carson City of the deficiencies.

8. **Indemnification.** Developer agrees for itself, its successors and assigns that it, its successors and assigns shall indemnify, defend at Carson City's option and by counsel approved by Carson City, and hold harmless Carson City, its officers, representatives, employees and agents from and against any and all actions, penalties, liability, claims, demands, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature brought by a third party and arising out of damage or loss resulting from the Developer's or Developer's agent's improper or defective materials, installation or design of the Improvements. In no event shall Developer be required to indemnify Carson City for any actions, penalties, liabilities, claims, demands, losses, damages, expenses, or costs (including without limitation costs and fees of litigation) of any nature arising from or related to negligent, reckless, knowing, intentional or willful conduct or actions of Carson City or its officers, representatives, employees, agents or independent contractors. This provision does not prevent Carson City from joining in as a party or obtaining a settlement in any suit against a developer, contractor or subcontractor for improper or defective materials, installation or design of any Improvement dedicated to Carson City. The terms of this **Section 8** survive each Final Project Acceptance as to the applicable Maintenance District Property for a period of two (2) years.

9. **Dedication for Public Use.** Pursuant to CCMC 17.18.050(2)(m)(1), the Maintenance District Property as described on each Subdivision Map is hereby dedicated to Carson City, and the same shall be open and available for public use and access. Developer shall cause each Subdivision Map to contain a note substantially similar to the following: *Pursuant to CCMC 17.18.050, the Maintenance District Property described hereon is hereby dedicated to Carson City and shall be open and available for public use and access.* Developer will grant to Carson City such easements as may be reasonably necessary to allow Carson City to access Maintenance District Property for the purpose of maintaining the same in accordance with the Petition and this Agreement.

3.



**If to Developer 2:**                   Ryder-Duda Carson, LLC  
c/o Ryder NV Management, LLC  
985 Damonte Ranch Pkwy, Suite 140  
Reno, Nevada 89521

**Attn:** Bobbie Merrigan  
**Tel.:** (775) 823-3788  
**Fax:** (775) 823-3799

**With a copy to:**                   Holland and Hart LLP  
5441 Kietzke Lane, 2nd Floor  
Reno, Nevada 89511

**Attn:** Douglas C. Flowers, Esq.  
**Tel.:** (775) 327-3000  
**Fax:** (775) 786-6179

**If to Carson City:**                   Carson City Parks & Recreation Director  
3303 Butti Way, Building 9  
Carson City, NV 89701

**Attn:** Roger Moellendorf  
**Tel.:** (775) 283-7345  
**Fax:** (775) 887-2145

**And to:**                               Carson City Community Development Director  
108 East Proctor Street  
Carson City, NV 89701

**Attn:** Lee Plemel  
**Tel:** (775) 283-7075  
**Fax:** (775) 887-2278

With a copy to:

Carson City District Attorney  
885 E. Musser St., Suite 2030  
Carson City, Nevada 89701

Attn: Jennifer Mayhew, Esq.  
Tel.: (775) 887-2070  
Fax: (775) 887-2129

Any such notice shall be deemed delivered as follows: (a) if personally delivered, the date of delivery to the address of the person to receive such notice; (b) if sent by Federal Express or other reputable overnight courier service, the date of delivery to the address of the person to receive such notice; or (c) if sent by facsimile transmission, on the business day transmitted to the person to receive such notice if sent by 5:00 p.m., Pacific time, on such business day, and the next business day if sent after 5:00 p.m., Pacific time, or on a day other than a business day. Any notice sent by facsimile transmission must be confirmed by sending by Federal Express or other reputable overnight delivery service a copy of the notice sent by facsimile transmission. Any Party may change its address for notice by written notice given to the other at least five (5) calendar days before the effective date of such change in the manner provided in this Section.

**13. Miscellaneous.**

13.1. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof

13.2. Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the Carson City or Developer, as the case may be.

13.3. Recording. Promptly after the Effective Date, this Agreement shall be recorded in the Official Records, Carson City, Nevada. All amendments hereto must be in writing signed by Carson City and Developer, and shall be attached to the original and copy referenced above. Upon the completion of performance of this Agreement or its earlier revocation and termination, a statement evidencing said completion or revocation signed by Carson City and Developer shall be recorded in the official records of Carson City.

13.4. Incorporation of Recitals. The Recitals are specifically incorporated into this Agreement.

13.5. Invalidity. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform

taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the development rights set forth in this Agreement are essential elements of this Agreement and Developer would not have entered into this Agreement but for such provisions, and therefore in the event such revisions are determined to be invalid, void or unenforceable, this entire Agreement shall be terminable by Developer.

13.6. Time of Essence. Time is of the essence for each provision of this Agreement of which time is an element.

13.7. Further Actions. Each of the Parties shall cooperate with and provide commercially reasonable assistance to the other to the extent contemplated in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of a Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

13.8. Headings. The headings to each section are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of this Agreement, nor do they in any way affect this Agreement.

13.9. Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

13.10. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement, unless expressly provided herein.

13.11. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land.

13.12. Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

13.13. Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Property is a private development, that

neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement.

13.14. No Partnership. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between Carson City and Developer is that of a government entity regulating the development of private property and the developer of such property.

13.15. Attorney's Fees. If legal action, arbitration or other proceeding is brought by either Party to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to an award of reasonable attorney's fees and costs in addition to all other relief to which it may be entitled.

13.16. Cooperation. If this Agreement requires Carson City to "cooperate" or "assist" Developer, Carson City shall be required to act in good faith and provide general assistance as reasonably possible, but shall not be required to work exclusively for the benefit of Property.

13.17. List of Exhibits. This Agreement contains the following Exhibits, which are attached hereto and made a part hereof.

Exhibit A	Property
Exhibit B	Form of Notice of Maintenance District Assessment
Exhibit C	Construction Schedule

IN WITNESS WHEREOF the Parties hereto have executed this Agreement to be effective as of the Effective Date.

DEVELOPER:

CARSON CITY:

**SCHULZ RANCH, LLC,**  
a Delaware limited liability company

**CARSON CITY,**  
a consolidated municipality

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

Approved as to form:

**CARSON CITY DISTRICT ATTORNEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of SCHULZ RANCH, LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of RYDER-DUDA CARSON, LLC, a Nevada limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of CARSON CITY, a consolidated municipality.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**TO DEVELOPMENT AGREEMENT**  
**PROPERTY**

9698368.6

#### **DEVELOPER 1 PROPERTY**

All that particular real property situate within the East One-Half of Section (E 1/2) of Section 5, Township 14 North (T.14N.), Range 20 East (R.20E.), Mount Diablo Meridian, being Lot 1-1 through Lot 1-40, Lot 4-1 through lot 4-60, Parcel A, Parcel B, Parcel C as shown on the Final Map for SCHULZ RANCH SUBDIVISION – PHASE 1, recorded August 11, 2014 in Book 10, Page 2821 as File No. 446516, Parcel 3A and Parcel 3B as shown on the 3rd Parcel Map for SCHULZ RANCH DEVELOPERS, LLC recorded August 3, 2007 in Book 10, Page 2663 as File No. 370575, Parcel 1, Parcel 2, Parcel 3 and Parcel 4 as shown on the 4th Parcel Map for SCHULZ RANCH DEVELOPERS, LLC, recorded August 21, 2007 in Book 10, Page 2666 as File No. 371192 and Parcel 1, Parcel 2, Parcel 3 and Parcel 4 as shown on the 5th Parcel Map for SCHULZ RANCH DEVELOPERS, LLC recorded August 21, 2007 in Book 10, Page 2667 as File No. 371193 all in the Official Records of Carson City, Nevada.

#### **DEVELOPER 2 PROPERTY**

All that particular real property situate within the East One-Half of Section (E 1/2) of Section 5, Township 14 North (T.14N.), Range 20 East (R.20E.), Mount Diablo Meridian, being Parcel 2 as shown on the 1st Parcel Map for SCHULZ RANCH DEVELOPERS, LLC REYNEN & BARDIS (CARSON), LLC, recorded June 27, 2007 in Book 10, Page 2657 as File No. 369098 in the Official Records of Carson City, Nevada.

**EXHIBIT B**  
**TO DEVELOPMENT AGREEMENT**

**FORM OF NOTICE OF MAINTENANCE DISTRICT ASSESSMENT**

9698368.6

APN: \_\_\_\_\_

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**WHEN RECORDED, MAIL TO:**

**NOTICE OF MAINTENANCE DISTRICT ASSESSMENT**

**YOU ARE HEREBY NOTIFIED** that the real property described on **Exhibit A** to this Notice is subject to the **SCHULZ RANCH MAINTENANCE DISTRICT** ("**Maintenance District**") created pursuant to Carson City Municipal Code 17.18, and that because the Property lies within the Maintenance District, the Property is subject to assessments for the maintenance of certain improvements within the Maintenance District.

**YOU ARE FURTHER NOTIFIED** that the Maintenance District was created pursuant to approval and adoption by the Carson City Board of Supervisors of the **SCHULZ RANCH MAINTENANCE DISTRICT PETITION** ("**Petition**"), which approval and adoption is evidenced by, among other things, the recording of a Notice of Creation of the Schulz Ranch Maintenance District on \_\_\_\_\_, 20\_\_, as File No. \_\_\_\_\_, in the Official Records, Carson City, Nevada.

**YOU ARE FURTHER NOTIFIED** that the current estimate of the Assessment Amount for each Lot within the Maintenance District is \$\_\_\_\_\_ per Lot per year. The Assessment Amount is anticipated to increase in the future as shown by the Financial Plan and estimates thereon attached at Exhibit G to the Petition. **THE ESTIMATED ASSESSMENT AMOUNT IDENTIFIED ON EXHIBIT G TO THE PETITION IS AN ESTIMATE ONLY, AND IS SUBJECT TO CHANGE FROM TIME TO TIME.**

**YOU ARE FURTHER NOTIFIED** that information about Maintenance District, the Petition, the Assessment, and the Assessment Amount for each Lot, may be obtained by contacting Carson City as follows: \_\_\_\_\_.

Capitalized terms used but not defined in this Notice have the meanings given to such terms in the Petition.

DATED: this \_\_\_\_ day of \_\_\_\_\_, 2015.

**SCHULZ RANCH, LLC,**  
a Delaware limited liability company

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by \_\_\_\_\_, as \_\_\_\_\_ of SCHULZ RANCH, LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by \_\_\_\_\_, as \_\_\_\_\_ of RYDER-DUDA CARSON, LLC, a Nevada limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**TO NOTICE OF MAINTENANCE DISTRICT ASSESSMENT**

**Legal Description**

**EXHIBIT C**  
**TO DEVELOPMENT AGREEMENT**  
**CONSTRUCTION SCHEDULE**

9698368.6



<b>Schulz Ranch LMD Construction Schedule</b>			
<b>Year</b>	<b>Phase</b>	<b># of Lots</b>	<b>LMD Improvements</b>
2015-16	1	100	Racetrack Road landscaping, irrigation, walkways, and signage within the Phase 1 boundary, and landscaping of the two Common Area parcels, all as shown on Exhibit C-2 of the LMD Petition.
2017-18	2	105	Linear pathways, landscaping, and temporary irrigation for the three Common Area parcels, as shown on Exhibit C-2 of the LMD Petition.
2019-20	3	119	Remainder of the Racetrack Road landscaping, irrigation, walkways, and signage, full improvement of the neighborhood park* and the south detention basin/park, and linear pathways and landscaping within Common Area parcels, all as shown on Exhibit C-2 of the LMD Petition.
2021-22	4	100	Full improvement of the north detention basin/park, and pathway and landscape improvements within the linear gas line easement, all as shown on Exhibit C-2 of the LMD Petition.

\*The neighborhood park will be completed with the 210<sup>th</sup> residential lot.

**EXHIBIT E**  
**TO PETITION**

**DEVELOPMENT STANDARDS REQUIREMENTS**

[See following pages.]

## Schulz Ranch Phase 1 Development Standards Requirements

### LANDSCAPE

Description	Unit	Quantity
Mobilization	LS	1
Large Boulders	EA	18
Medium Boulders	EA	20
Small Boulders	EA	14
6' Ht. Pines	EA	4
6' Ht. Juniper	EA	13
2" Calliper Trees	EA	68
15 Gallon Shrubs	EA	12
5 Gallon Shrubs	EA	655
1 Gallon Shrubs	EA	252
30" Speciman Shrub	EA	2
Soil for Mounds	CY	315
Decomposed Granite Mulch + Topdress	CY	248
River Cobble Mulch	CY	450
Screen Mulch	CY	28
Weed Fabric	SF	36,935
Pre-emergent Herbicide	LS	1

### IRRIGATION

Description	Unit	Quantity
Satellite Controller With Elec. Meter	LS	1
3" Backflow Preventer, MV, FS	LS	1
3" Backflow Cover	LS	1
Valve Wires, Common, Spares	LF	9,110
Mainline, HDPE and Fittings	LF	2,200
Sleeving and Electrical Conduit	LF	915
1.5" and 2" Gate Valve	EA	6
4" Gate Valve	EA	1
Quick Coupler	EA	14
Drip Valve	EA	5
Rectangular Valve Box	EA	8
6" or 10" Round Box	LF	48
Drip Irrigation	LS	1
3" Irrigation Meter and Hookup	EA	1

### MISCELLANEOUS

Description	Unit	Quantity
Pipe Swing Gate	LS	1
Phone Line	LF	20
Electrical Power to Controller	LF	20
Concrete Walkways	LF	1,390
Main Entry Monument	EA	1
Entry Monuments	EA	5

## **Schulz Ranch Phase 2 Development Standards Requirements**

### **(3) PEDESTRIAN CORRIDORS - LANDSCAPE & IRRIGATION**

<b>Description</b>	<b>Unit</b>	<b>Quantity</b>
Rock and Dec. Granite Mulches	CY	108
Weed Fabric	SF	5,800
Pre-emergent Herbicide	LS	1
Crushed Rock Path	CY	28
Soil for Mounds	CY	170
Concrete Curb	LF	690
Boulders (3 sizes average)	EA	28
5 Gallon Shrubs	EA	58
1 Gallon Shrubs	EA	80
Temporary Drip Irrig., Backflows, etc.	LS	1

## **Schulz Ranch Phase 3 Development Standards Requirements**

### **PARK LANDSCAPE**

Description	Unit	Quantity
Mobilization	LS	1
Mln. 6" Evergreens	EA	18
2" Caliper Trees	EA	45
5 Gallon Shrubs	EA	275
1 Gallon Shrubs	EA	100
30" Speciman Shrub	EA	2
Soil for Mounds	CY	342
Decomposed Granite Mulch	CY	211
Sod Lawn	SF	92,193
Mow Curb	LF	785
Rubber Edging	LF	570
Basketball Hoops, etc.	EA	2
Removable Entry Bollards	EA	5
Monument Sign	EA	1
Park Regulation Sign	EA	3
Trash Container	EA	6
Bike Rack	EA	1
Bench	EA	4
Drinking Fountain on Restroom	EA	1
8' Picnic Table	EA	2
8' Picnic Table	EA	4
8' ADA Accessible Picnic Table	EA	3
Small Sun Shelter	EA	2
Large Sun Shelter	EA	1
40' Group Pavilion (Electric by Engr.)	EA	1
Inclusive Play Structure/Equipment	EA	1
Poured In Place Surfacing	SF	5,320
8' high Cyclone Fence for BB Court	LF	125
4' high Vinyl Coated Cyclone	LF	160
Pre-emergent Herbicide	LS	1

### **PARK IRRIGATION**

Description	Unit	Quantity
12 Station Controller Upgrade	EA	1
Valve Wires, Common, Spares	LF	8,180
Mainline, HDPE and Fittings	LF	1,234
Sleeving and Electrical Conduit	LF	208
1.5" and 2" Gate Valve	EA	2
3" Gate Valve	EA	2
4" Gate Valve	EA	1
Quick Coupler	EA	6
Sprinkler Valves	EA	11
Sprinkler Rotors & Laterals	EA	86
Drip Valves	EA	3
Rectangular Valve Box	EA	15
6" and 10" Round Box	LF	20
Drip Irrigation	LS	1

**PARK MISCELLANEOUS**

Description	Unit	Quantity
3" Asphalt Concrete Pavement	SF	8,000
6" Asphalt Concrete Pavement	SF	8,000
Curb & Cutter with Base	LF	187
Median Curb with Base	LF	235
8" Concrete Walk	LF	1,320
Traffic Control Signs	EA	1
Pavement Markings	LS	1
Basketball Court Paving & Base	SF	6,000
Basketball Court Striping	LS	1
Electrical	LF	200
Plumbing 3/4' Water Service	EA	1
Restroom	EA	1
Grasscell Product	SF	1,400
Block Retaining Wall	LF	100

**SOUTH DETENTION BASIN - LANDSCAPE**

Description	Unit	Quantity
Mobilization	LS	1
Large Boulders	EA	9
Min. 6' Evergreens	EA	15
2" Caliper Trees	EA	20
5 Gallon Shrubs	EA	140
Decomposed Granite Mulch	CY	39
River Cobble Mulch	CY	137
Sod Lawn	SF	29,075
Mow Curb	LF	745
Revegetation Seeding	SF	12,700
Rubber Edging	LF	133
Park Regulation Sign	EA	2
Trash Container	EA	2
Mutt Mitt Station and Receptacle	EA	2
6' Picnic Table	EA	1
8' ADA Accessible Picnic Table	EA	1
Small Shade Shelter	EA	2
Large Shade Shelter	EA	1
Split Rail Fencing	LF	255
Pipe Swing Gate	LS	2

**SOUTH DETENTION BASIN - IRRIGATION**

Description	Unit	Quantity
12 Station Controller Upgrade	EA	1
Valve Wires, Common, Spares	LF	17,840
Mainline, HDPE and Fittings	LF	1,470
Sleeving and Electrical Conduit	LF	1,978
1" Gate Valve	EA	2
3" Gate Valve	EA	2
Hydrant	EA	2
Quick Coupler	EA	3
Sprinkler Valves	EA	6
Sprinkler Rotors and Laterals	EA	33
Drip Valves	EA	2

Rectangular Valve Box	EA	8
6" and 10" Round Box	LF	15
Drip Irrigation	LS	1

**SOUTH DETENTION BASIN - MISCELLANEOUS**

Description	Unit	Quantity
Fencing	LF	878
Engineered Gravel/ DG Road Surface	SF	7,096
Concrete Walks & Pads	SF	1,930
Drainrock	SF	3,984
Grasscell	SF	1975
Pull Boxes	EA	4

**ENTRY ROAD - LANDSCAPE**

Description	Unit	Quantity
Mobilization	LS	1
Boulders (3 sizes average)	EA	30
6' Ht. Pines	EA	2
6' Ht. Juniper	EA	9
2" Calliper Trees	EA	36
5 Gallon Shrubs	EA	433
1 Gallon Shrubs	EA	135
Soil for Mounds	CY	185
Decomposed Granite Mulch + Topdress	CY	168
River Cobble Mulch and Scree	CY	250
Weed Fabric	SF	19,882
Pre-emergent Herbicide	LS	1

**ENTRY ROAD - IRRIGATION**

Description	Unit	Quantity
Valve Wires, Common, Spares	LF	7,554
Mainline, HDPE and Fittings	LF	1,340
Sleeving and Electrical Conduit	LF	335
1.5" Gate Valve	EA	2
Quick Coupler	EA	8
Drip Valve	EA	4
Rectangular Valve Box	EA	4
6" or 10" Round Box	LF	26
Drip Irrigation	LS	1

**ENTRY ROAD - MISCELLANEOUS**

Description	Unit	Quantity
Concrete Walks	SF	9,124
Entry Monuments	EA	4

**(2) PEDESTRIAN CORRIDORS - LANDSCAPE AND IRRIGATION**

Description	Unit	Quantity
Rock and Dec. Granite Mulches	CY	45
Weed Fabric	SF	3,560
Pre-emergent Herbicide	LS	1
Crushed Rock Path	CY	21
Soil for Mounds	CY	27
Extruded Concrete Curb	LF	580

Boulders (3 sizes average)	EA	18
5 Gallon Shrubs	EA	25
1 Gallon Shrubs	EA	37
Temporary Drip Irrig., Backflows, etc.	LS	1



## Schulz Ranch Phase 4 Development Standards Requirements

### NORTH DETENTION BASIN - LANDSCAPE

Description	Unit	Quantity
Mobilization	LS	1
Min. 6' Evergreens	EA	10
2" Caliper Trees	EA	18
5 Gallon Shrubs	EA	110
1 Gallon Shrubs	EA	66
Boulders (3 sizes average)	EA	10
Revegetation Seeding	SF	25,000
Soil for Mounds	CY	157
Extruded Concrete Curb	LF	1,142
Ranch Fencing with Wire	LF	520
Park Regulation Sign	EA	2
Trash Container	EA	1
Mutt Mitt Station and Receptacle	EA	1
6' Bench with Back	EA	4
Pipe Swing Gate	EA	1
Decomposed Granite Mulch	CY	88
Rock Mulch(s)	CY	107
Weed Fabric	SF	8,573
Pre-emergent Herbicide	LS	1

### NORTH DETENTION BASIN - IRRIGATION

Description	Unit	Quantity
6" Station Controller Upgrade	EA	1
Valve Wires, Common, Spares	LF	20,460
Mainline, HDPE and Fittings	LF	565
Sleeving and Electrical Conduit	LF	66
1" Gate Valve	EA	2
Quick Coupler	EA	3
Hydrant	EA	1
Sprinkler Valve	EA	4
Sprinkler Rotors and Laterals	EA	15
Drip Valve	EA	3
Rectangular Valve Box	EA	7
6" or 10" Round Box	LF	12
Drip Irrigation	LS	1

### NORTH DETENTION BASIN - MISCELLANEOUS

Description	Unit	Quantity
Engineered Gravel/ DG Road Surface	SF	6,136
Concrete Walks & Pads	SF	1,930
Grasscell	SF	865

### GAS EASEMENT - LANDSCAPE

Description	Unit	Quantity
Mobilization	LS	1
5 Gallon Shrubs	EA	240

1 Gallon Shrubs	EA	110
Decomposed Granite Mulch	CY	112
River Cobble Mulch	CY	86
Weed Fabric	SF	6,910
Extruded Concrete Curb	LF	2,942
Ranch Fencing with Wire	LF	560
Park Regulation Sign	EA	2
Trash Container	EA	3
Mult Milt Station and Receptacle	EA	3
Pipe Swing Gate	EA	3
Pre-emergent Herbicide	LS	1

**GAS EASEMENT - IRRIGATION**

Description	Unit	Quantity
Valve Wires, Common, Spares	LF	2,555
Mainline, HDPE and Fittings	LF	1,760
Sleeving and Electrical Conduit	LF	200
Quick Coupler	EA	7
Drip Valves	EA	3
Rectangular Valve Box	EA	3
6" or 10" Round Box	LF	19
Drip Irrigation	LS	1

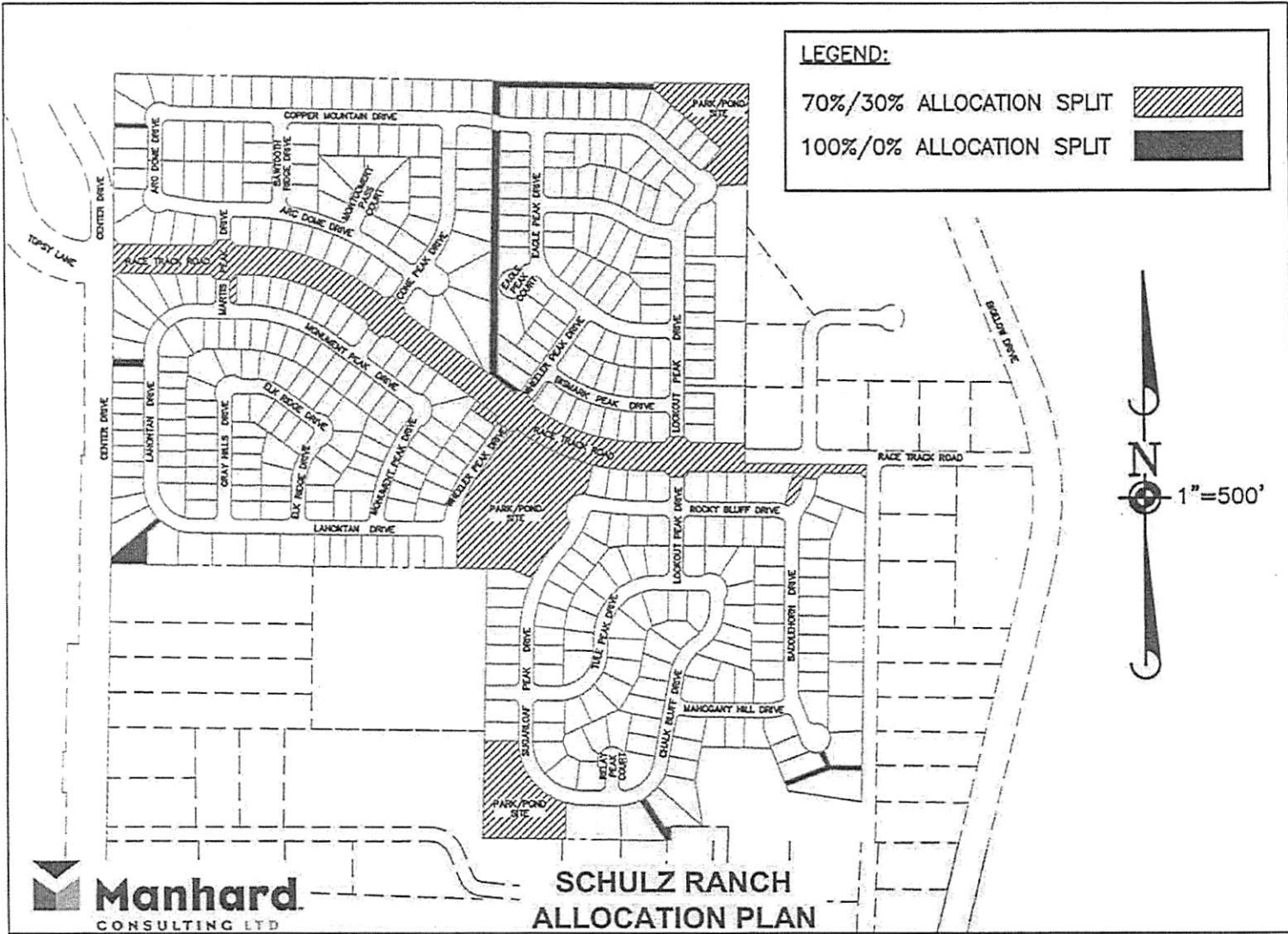
**GAS EASEMENT - MISCELLANEOUS**

Description	Unit	Quantity
Engineered Gravel/ DG Road Surface	SF	16,234
Concrete Street Access	SF	560

**EXHIBIT F**  
**TO PETITION**

**ALLOCATION PLAN**

[See following pages.]



**EXHIBIT G**  
**TO PETITION**

**FINANCIAL PLAN**

[See following pages.]

## Schulz Ranch Financial Plan

### MAINTENANCE COSTS

#### PHASE 1

Description	Unit	Quantity	Unit Cost	Total
Racetrack Road Landscaping	SF	67,694	\$ 0.30	\$ 20,308.20
			Subtotal:	\$ 20,308.20

#### PHASE 2

Description	Unit	Quantity	Unit Cost	Total
Linear Pathways	SF	17,378	\$ 0.22	\$ 3,823.16
			Subtotal:	\$ 3,823.16

#### PHASE 3

Description	Unit	Quantity	Unit Cost	Total
Park Maintenance Worker	YR	1	\$ 67,412.00	\$ 67,412.00
Seasonal Hourly Employee	YR	1	\$ 18,200.00	\$ 18,200.00
Overtime	YR	1	\$ 1,000.00	\$ 1,000.00
Training	YR	1	\$ 600.00	\$ 600.00
Phone Allowance	YR	1	\$ 300.00	\$ 300.00
Vehicle & Equipment Repair	YR	1	\$ 1,500.00	\$ 1,500.00
Park & Landscape Repair	YR	1	\$ 5,000.00	\$ 5,000.00
Fertilizers & Chemicals	YR	1	\$ 3,500.00	\$ 3,500.00
Ice Melting Compound	YR	1	\$ 1,500.00	\$ 1,500.00
Plant Replacements	YR	1	\$ 2,000.00	\$ 2,000.00
Vandalism Repairs	YR	1	\$ 1,000.00	\$ 1,000.00
Vehicle Fuel	YR	1	\$ 2,000.00	\$ 2,000.00
Safety Equipment (OSHA)	YR	1	\$ 600.00	\$ 600.00
Irrigation Supplies	YR	1	\$ 4,500.00	\$ 4,500.00
Small Tools	YR	1	\$ 500.00	\$ 500.00
Equipment Rentals	YR	1	\$ 1,000.00	\$ 1,000.00
Power	YR	1	\$ 2,500.00	\$ 2,500.00
*Capital Needs	YR	1	\$ 20,000.00	\$ 20,000.00
Total Neighborhood Park Maintenance	YR	1	Subtotal:	\$ 133,112.00

\* Capital Needs line item includes the depreciated costs for one (1) 4x4 3/4 ton truck @ \$30,000 over 10 years or \$3,000 annually, one (1) utility vehicle @ \$14,000 over 10 years or \$1,400 annually, and future capital needs such as concrete and asphalt replacement, playground and park equipment, maintenance equipment, irrigation system replacements, fencing and lighting replacements, and neighborhood monuments, etc.

PHASE 3 CONTINUED				
South Detention Basin/ Park Area	SF	71,946	\$ 0.27	\$ 19,425.42
Linear Pathways	SF	11,265	\$ 0.22	\$ 2,478.30
Racetrack Road Landscaping	SF	40,730	\$ 0.30	\$ 12,219.00
			Subtotal:	\$ 167,234.72

PHASE 4				
Description	Unit	Quantity	Unit Cost	Total
North Detention Basin/ Park Area	SF	66,417	\$ 0.27	\$ 17,932.59
Gasline Easement Linear Pathway	SF	42,808	\$ 0.22	\$ 9,417.76
			Subtotal:	\$ 27,350.35

LMD Total Cost: \$ 218,716.43

**ALLOCATION BREAKDOWN**

70% - 30%

Neighborhood Park				\$ 133,112.00
Detention Basins/ Park Areas				\$ 37,358.01
Racetrack Road Landscaping				\$ 32,527.20
			Subtotal:	\$ 202,997.21
				x70%
			Total:	\$ 142,098.05

100%

Linear Pathways				\$ 6,301.46
Gasline Easement Linear Pathway				\$ 9,417.76
			Subtotal:	\$ 15,719.22
				x100%
			Total:	\$ 15,719.22

**LMD TOTALS**

Total LMD Yearly Cost				\$ 218,716.43
LMD Initial Deposit				\$ 5,000.00
Carson City Cost				\$ 60,899.16
Schulz Ranch Cost				\$ 157,817.27
Yearly Assessment/ Unit				\$ 372.22
Monthly Assessment/ Unit				\$ 31.02

**Schulz Ranch  
Landscape Maintenance District (LMD)  
Financial Plan  
September 2014**

<b>Year</b>	<b>Lots</b>	<b>LMD Improvements</b>	<b>Maint. Costs</b>	<b>LMD Share Maint. Costs</b>	<b>City Share Maint. Costs</b>	<b>Annual Assessment Per Lot</b>	<b>LMD Assessment Revenue</b>	<b>LMD Starting Balance</b>	<b>LMD Ending Balance</b>
Initial Deposit								\$0	\$5,000
1	100	Phase 1	\$20,308	\$14,216	\$6,092	\$210.11	\$21,011	\$5,000	\$11,795
2	100	Phase 1	\$20,308	\$14,216	\$6,092	\$231.12	\$23,112	\$11,795	\$20,691
3	205	Phases 1 & 2	\$24,131	\$18,039	\$6,092	\$254.23	\$52,117	\$20,691	\$54,770
4	205	Phases 1 & 2	\$24,131	\$18,039	\$6,092	\$279.65	\$57,329	\$54,770	\$94,060
5	324	Phases 1, 2, & 3	\$191,366	\$135,847	\$55,519	\$307.62	\$99,669	\$94,060	\$57,882
6	324	Phase 1, 2, & 3	\$191,366	\$135,847	\$55,519	\$338.38	\$109,636	\$57,882	\$31,671
7	424	Full Buildout	\$218,716	\$157,817	\$60,899	\$372.22	\$157,817	\$31,671	\$31,671

- Notes:**
1. Initial Annual Assessment of \$210.11 per lot
  2. 10% annual Assessment increases projected until Full Buildout
  3. Annual Assessment at Full Buildout of \$372.22 per lot
  4. The billing cycle for the assessments will be the same as the billing cycle for real property taxes; assessment amounts will be prorated for partial years (e.g., a lot is created by a subdivision map in the middle of the fiscal year, the lot is only responsible to pay for the time period from and after creation of the lot).
  5. Year 1 begins when Phase 1 landscape improvements are completed and assessments commence
  6. Table assumes that development phases are completed every two years



**EXHIBIT H**  
**TO PETITION**

**MAINTENANCE PLAN**

[See following pages.]

<b>Schulz Ranch Maintenance Plan</b>		
<b>*Maintenance Levels</b>		
	<b>Turf</b>	<b>Non-Turf</b>
Mowing	2x per week	N/A
Aerating	4x per year	N/A
Irrigation	Automatic, w/ central control, repair 24 hours	Inspected 1x per 2 weeks, repair; 48 hours
Weed Control	6x per year	2x per year
Fertilizing	3x per year	2x per year
Pruning	2x per year	
Mulch	1x per year	
Play Equipment	Inspected 2x per month	N/A
Litter	1x per day	2x per week
Restrooms	Cleaned 1x per day	N/A
Amenities	Inspected frequently, repair: as needed	Inspected 1x per 2 weeks, repair; 24-48 hours
Snow Removal	24 hours	24 hours, 7 days per week
Vandalism Mitigated	24 hours	24 hours
Examples	Edmonds, Governors Field, John D Winters Centennial Park, Mills Park, Fuji Park	Graves Land landscaping, Carson River Park, Mountain Street trailhead, Riverview Park
<b>*Performance Levels</b>		
	<b>Turf</b>	<b>Non-Turf</b>
Turf	Well-manicured, healthy, vibrant free (less than 1% of unwanted vegetation or weeds)	Good aesthetic appearance of trees and shrubs. Landscaped areas generally free of weeds
Litter	Little or none	Minimal litter evident
Trees & Shrubs	Manicured	See Turf category above
Restrooms	Clean, stocked, open at all times, assessable, maintained in good condition	N/A
Amenities	Good condition and appearance, replacements in a timely manner	Amenities in good working order. Paths and trails in good condition, no erosion problems
Snow & Ice	Hard surfaces cleared within 24 hours of snowfall	Snow and ice cleared within 24 hours
* Maintenance and performance levels for both turf and non-turf areas are based on Level 1 of the Carson City Parks and Recreation Master Plan.		

Carson City, Nevada, Code of Ordinances >> Title 17 - DIVISION OF LAND, SUBDIVISION OF LAND >>  
Chapter 17.18 - LANDSCAPE MAINTENANCE DISTRICTS >>

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**Chapter 17.18 - LANDSCAPE MAINTENANCE DISTRICTS**

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**Sections:**

- 17.18.010 - Purpose.
- 17.18.020 - Authority.
- 17.18.030 - Definitions.
- 17.18.040 - Parks director's responsibilities.
- 17.18.050 - Procedures for applying to create a maintenance district.
- 17.18.060 - Procedures for review of maintenance district petitions.
- 17.18.070 - Procedures for establishment of the board approved maintenance district.
- 17.18.080 - Determination of benefit and cost allocations between assessed property and city.
- 17.18.090 - Assessments.
- 17.18.110 - Allocation of public money to pay the costs incurred by Carson City in assuming maintenance.
- 17.18.111 - Review and dissolution of maintenance district.
- 17.18.112 - Appeal procedures.

**17.18.010 - Purpose.**

The purpose of maintenance districts is to provide through the cooperation of petitioners of maintenance districts and Carson City well maintained and attractive parks, recreation facilities, trails, landscaping and open space areas that provide for the citizen's general welfare and healthy recreational opportunities.

*(Ord. 2007-17 § 3, 2007).*

**17.18.020 - Authority.**

Under Nevada Revised Statutes (hereinafter referred to as "NRS"), 278.4787, a person who proposes to divide land in Carson City for transfer or development into 4 or more lots pursuant to NRS 278.360 to 278.460, inclusive, or Chapter 278A of NRS, may, in lieu of providing for the creation of an association for a common-interest community, request Carson City to assume the maintenance of certain improvements located on the land. This chapter establishes the procedures for making such requests and, if approved, for establishing and administering maintenance districts within Carson City.

*(Ord. 2007-17 § 4, 2007).*

**17.18.030 - Definitions.**

Unless otherwise defined herein, the terms listed in CCMC 17.18.010 through 17.18.112 shall have the meanings ascribed to them in those sections.

As used in this chapter, the following words and terms shall have the meanings provided as follows:

"Allocation plan" means a plan provided for in the petition that assesses the relative benefits and allocates costs between the city and the assessed property.

"Arterial street and major thoroughfare" means streets that generally accommodate longer trips by motorists and higher traffic volumes, serve as connections between highways, other highly traveled roads, over geographic areas, or between regions or areas of Carson City, provide connectivity to regional facilities, or ensure continuity in the traffic patterns of the region.

"Assessed property" means each lot, parcel, or residential dwelling in the maintenance district. Notwithstanding the foregoing, property within a maintenance district which is owned by a school district, city or the federal government shall not be assessed property.

"Assessment" means the proportionate share of the assessed properties of the annual amount established by Carson City that is necessary to pay the cost to maintain the improvements located in the maintenance district which includes, without limitation, Carson City's administrative costs; the actual cost for contracted services performed; and the associated labor, equipment, insurance, utility, and material costs.

"Assessment amount" means the proportionate share of the assessment of each owner of assessed property.

"Assessment period" means the period from the creation of the maintenance district through the next-occurring July 1, and each successive period of time running from and including July 1 to and including June 30 of the following year.

"Board" means the Carson City board of supervisors.

"CC&Rs" means covenants, conditions and restrictions.

"City directors" means the finance director of the Carson City finance department, the planning director of the Carson City planning division, the fire chief of the Carson City fire department, the city engineer of the development engineering division, and the Carson City treasurer, or the designee of any of the foregoing.

"Defensible space" means the area between a house and an oncoming wildfire where vegetation has been managed to reduce the wildfire threat and allow firefighters to safely defend the house.

"Developer" means the subdivider, as defined in Section 17.02.020, or the landowner in NRS Chapter 278A. "Development" means a subdivision, as defined in NRS 278.320, or any other area of real property to be or having been developed pursuant to a common plan or design scheme.

"Development agreement" means the written agreement provided with the petition that includes the information required by Section 17.18.050(2)(c).

"Development standards" means the development standards adopted by Carson City contained in Carson City Municipal Code Title 18.

"Financial plan" means a plan provided for in the petition detailing project costs, district set up costs, reserve studies stipulating initial reserves to be established, allocation of initial and annual costs, projected revenues and expenses for the first 5 years of operations and a projected 5 year improvement plan.

"Furnishings" means amenities associated with trails, parks and open space, consisting of but not limited to benches, trash receptacles, water fountains and bicycle racks.

"Improvement plan" means the plan submitted by petitioner pursuant to Section 17.18.050(2)(g)(6) detailing the installation of improvements in a maintenance district by petitioner.

"Improvements" consist of but are not limited to, landscaping; public lighting; security walls; and trails, parks and open space.

"Interior streets" means streets located within the boundaries of a development that principally serve the residents of such development, and their guests, by providing access to and from the residences within the development.

"Landscaping" includes, without limitation:

1. Ground cover, trees, shrubs, grass and other ornamentation, whether natural or artificial, located:
  - a. On the perimeter of a development or subdivision;
  - b. On a median strip on the perimeter of a development or subdivision.
2. Irrigation systems, electrical systems, conduits, separate metering equipment, and drainage, acceptable to Carson City, that do not exceed the water usage or energy conservation principles of xeriscape located in the maintenance district.

"List of assessed properties" means a list provided for in the petition containing a list of the properties within the proposed maintenance district that will be assessed the assessment amount.

"Maintenance" means to care for and provide upkeep of improvements which includes, without limitation, repair, reconstruction and replacement.

"Maintenance association" means a homeowners' association or landscape maintenance association created to assume maintenance of the improvements.

"Maintenance district" means an area comprised of assessed property in a development, which area is created, formed, and established, pursuant to NRS 278.4787 and this chapter, where Carson City will assume the maintenance of 1 or more of the following improvements located thereon which provide a substantial public benefit or which are required by the board of supervisors for the primary use of the public:

1. Landscaping;
2. Public lighting;
3. Security walls; and
4. Trails, parks and open space. Trails described in NRS 278.4787(5) are not included in this definition.

"Maintenance plan" means a plan provided for within the petition that details the improvements to be maintained, the schedule and levels of maintenance, the estimated time and expense that may be involved and any other information as reasonably required by the parks director.

"Master maintenance district" means a maintenance district formed for a development to be developed in phases where subsequent phases of the development are added to the maintenance district by petition, as they are developed.

"Non-regional interior trails" means trails that provide internal non-motorized transportation and recreation to the development.

"Parks director" means the director of Carson City's parks and recreation department, or his or her designee.

"Petition" means the written request of a developer or, pursuant to NRS 278.4787(7), owners of affected tracts of land or residential units, to Carson City for the creation of a maintenance district or master maintenance district.

"Petitioner" means the party or parties requesting in writing the creation of a maintenance district or master maintenance district by Carson City.

"Planning director" means the planning director of the Carson City planning division or his or her designee.

"Property" means the sum of all legal parcels of real property (including fixtures) containing improvements requested by the petitioner to be included within and maintained by the maintenance district.

"Public benefit" means the general public's benefit and use of the improvements within the maintenance district.

"Public lighting" means works or improvements useful in lighting a street, sidewalk or other place used for a public purpose.

"Regional trails" means trails that are part of the city's unified pathways master plan or that provide regional connectivity through a trail system or network.

"Security walls" means any wall composed of materials including, but not limited to, stone, brick, concrete blocks, masonry or similar building material, together with footings, pilasters, outriggers, grillwork, gates and other appurtenances, and constructed around the perimeter of a development for the purposes of security or protection of the property with the development.

*(Ord. 2007-17 § 5, 2007).*

#### **17.18.040 - Parks director's responsibilities.**

1. The parks director shall determine whether or not to accept a petition that was submitted as to form and content, and shall recommend to the board the approval or denial of a petition.
2. The parks director shall administer approved maintenance districts in accordance with the provisions of this chapter.
3. The parks director shall provide all the logistics for the administration of the maintenance districts and the establishment of budgets under this chapter.
4. The parks director shall utilize development standards as adopted by Carson City.

*(Ord. 2007-17 § 6, 2007).*

#### **17.18.050 - Procedures for applying to create a maintenance district.**

1. A petitioner may request, in the form of a petition:
  - a. That Carson City establish a maintenance district and assume the maintenance of 1 or more of the following improvements located in the development:

- (1) Landscaping;
    - (2) Public lighting;
    - (3) Security walls; and
    - (4) Trails, parks and open space which provide a substantial public benefit or which are required by the board of supervisors for the primary use of the public; or
  - b. That a master maintenance district be established for a development to be developed in phases, where subsequent phases of the development may be added, by petition, as they are developed, and that Carson City assume the maintenance of improvements within the development and any property subsequently added to the master maintenance district. The master maintenance district petition shall include: (1) all of the requirements for a maintenance district petition provided in this section; and (2) a copy of the CC&Rs and the conditions of approval for the development which must include, to the satisfaction of the parks director, provisions allowing maintenance districts to be established for all subsequent phases of the development.
2. **Petition Requirements.** In connection with the filing of the petition, petitioner shall provide the following items, information or agreements, and to the extent such item, information or agreement is not reasonably available to petitioner, petitioner shall provide in good faith a draft or estimate of the item, information or agreement, which shall be subject to cooperative review and amendment by the petitioner and parks director subsequent to the filing of the petition:
  - a. **Signatures.** The petition must be signed by owners of 67 percent or more of the lots or units within the development petitioning for the creation of the maintenance district. In addition, a developer petitioner must provide a copy of the public offering statement required by Chapter 116 of the Nevada Revised Statutes notifying home buyers, in writing, of the possible creation of a maintenance district and the current or estimated assessment amount.
  - b. **Property Described.** The petition must set forth descriptions of all tracts of land or residential units that would be subject to the assessment. The description of the new assessed property shall include the assessor's parcel number and legal description prepared in form and with sufficient detail suitable for recording in the official records of Carson City.
  - c. **Development agreement** which shall include, without limitation:
    - (1) An obligation to maintain improvements for: (a) a period of 2 years from the installation of such improvements; or (b) if less than 2 years from the installation of such improvements, until the maintenance of such improvements is assumed by the city;
    - (2) Construction schedules;
    - (3) Deadlines for improvements;
    - (4) Warranties; and
    - (5) Dedicated property or easements.
  - d. **Development Standard Requirements.** The petition must provide details and construction information consistent with the requirements of the development standards within Carson City Municipal Code's Title 18, regarding the proposed improvements, including: landscape; public lighting; security walls; and trails, parks and open space plans within the development and, if required, a defensible space/fuels management plan.

- e. Allocation Plan. The petition must provide an allocation plan which determines the relative benefits and allocates costs between Carson City and the assessed property in accordance with Section 17.18.080
- f. List of Assessed Properties. The petition must provide a list of assessed properties that sets forth: (1) the total amount of the assessment; and (2) the assessment amount to be paid by each owner of assessed property.
- g. Financial Plan. The petition must provide a financial plan which must provide, without limitation:
  - (1) Detailed costs of the maintenance of improvements within the maintenance district;
  - (2) Maintenance district start up costs;
  - (3) Reserve studies stipulating initial reserves to be established;
  - (4) Initial and annual maintenance district cost allocation;
  - (5) Projected revenues and expenses for the first 5 years of operations of the maintenance district; and
  - (6) A projected 5 year improvement plan.
- h. Maintenance Plan. The petition must provide a maintenance plan detailing the improvements to be maintained, the schedule and levels of maintenance (including long term maintenance and replacement costs); and the estimated time and expense that may be involved.
- i. Assessment Deposit. Petitioner shall agree to pay or furnish; and shall pay or furnish upon approval of the petition:
  - (1) Upon terms and conditions agreed to by and between Carson City and petitioner, an amount agreed to by and between Carson City and petitioner that consists of the sum of:
    - (a) A deposit which shall be returned to petitioner in the manner agreed to by and between Carson City and petitioner; and
    - (b) The start-up costs of the maintenance district; or
  - (2)
    - (a) A deposit in the amount of 1/6 of the assessment, which deposit shall be returned to petitioner in the manner agreed to by and between Carson City and petitioner;
    - (b) A bond in the amount of 1/3 of the assessment, which bond shall be released in the manner agreed to by and between Carson City and petitioner; and
    - (c) The amount of the start-up costs of the maintenance district.
- j. Warranty. The petitioner must submit a written agreement acceptable to Carson City providing a warranty for all improvements on the property including but not limited to live plants, irrigation equipment, furnishings, structures and playgrounds for, unless otherwise agreed to by petitioner and Carson City: (1) the period specified in the development agreement; (2) in the event no such period is specified in the development agreement, a period of 24 months from the time of the installation of such improvements; or (3) in the event that the property contains an existing development, a period of 24 months from the time of the assumption of the maintenance of the property by Carson City. Under such written agreement, Carson City shall agree to maintain the improvements diligently, in good repair and in such condition as existed at the time that Carson City assumed the maintenance of such improvements.



- k. **Indemnification.** Petitioner must agree for itself, its successors and assigns that it, its successors and assigns shall indemnify, defend at Carson City's option and by counsel approved by the city, and hold harmless Carson City, its officers, representatives, employees and agents from and against any and all actions, penalties, liability, claims, demands, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature brought by a third party and arising out of damage or loss resulting from petitioner's or petitioner's agent's improper or defective materials, installation or design of the improvements. In no event shall petitioner be required to indemnify Carson City for any actions, penalties, liabilities, claims, demands, losses, damages, expenses, or costs (including without limitation costs and fees of litigation) of any nature arising from or related to negligent, reckless, knowing, intentional or willful conduct or actions of Carson City or its officers, representatives, employees, agents or independent contractors. This provision does not prevent Carson City from joining in as a party or obtaining a settlement in any suit against a developer, contractor or subcontractor for improper or defective materials, installation or design of any improvement dedicated to Carson City.
- l. **Existing Development.** If an existing development petitions Carson City to create a maintenance district, an analysis must be provided as to whether existing property owners in the district will be benefited by Carson City's assumption of maintenance and whether the amount of new assessments allocated to them is reasonably related to the benefits received from the assumption of maintenance of improvements by Carson City.
- m. **Dedication and Grant of Easements to Carson City.**
- (1) **Dedication.** Unless Carson City requests an easement under Section 17.18.050(2)(m)(2) in lieu of a dedication of the property hereunder, the property shall be dedicated to Carson City with a restriction providing that the property and improvements subject to the maintenance district shall be open and available for public access. Unless otherwise agreed to by the petitioner and Carson City, such dedication of the property may be accomplished by notation in the development agreement and on the final recorded subdivision map (which notation shall include a reference to this chapter and the foregoing restriction providing for public access) or by separate deed, which deed shall include the foregoing restriction providing for public access.
- (2) **Easements.**
- (a) If the property is not dedicated to Carson City, the petitioner must grant Carson City, its agents, employees, and contractors a nonexclusive right, for so long as the maintenance district maintains the property, to enter and access the property to the extent necessary to inspect and/or maintain the improvements to the property.
- (b) If the property is not dedicated to Carson City, a nonexclusive easement shall be granted to Carson City by the petitioner sufficient to allow for the use of the property by the general public.
- (c) Where access to additional real property of the petitioner is necessary or reasonable to carry out the maintenance of the property, the petitioner shall grant to Carson City, its agents, employees, and contractors, for so long as the maintenance district maintains the property, an easement for access, ingress and egress across, through, over and under such additional real property of the petitioner for the purpose of maintaining the property and the improvements thereon.

- (3) Existing Development. The dedication of property or the grant of easements thereon shall be determined by the petitioner and the parks director within the petition.
- n. Additional Information. The petition must provide any additional information reasonably required by the parks director.
- o. Timelines. Unless waived by the parks director, petitions for a development that is not yet subdivided by a final subdivision map under NRS Chapter 278 must be submitted to the parks director no later than 90 days prior to approval of the first final subdivision map for the development. Existing developments may submit petitions to the parks director at any time under the conditions set forth in NRS 278.4787(7).
- p. Fee. A filing fee, as set by a schedule of fees to be adopted by the board, shall be due and payable to Carson City as a prerequisite to any official consideration of the petition. No part of the filing fee will be refunded in the event that the petition is not approved or for any reason other than cause.
3. Estimate of Assessment and Assessment Amounts. The good faith estimate of the assessment and assessment amounts provided to Carson City by petitioner under Section 17.18.050(2) in connection with the petition shall have been conducted by a person licensed as a community manager and/or reserve study specialist under Chapter 116A of the NRS. If the board has conditioned the approval of a tentative subdivision map of a development upon the assumption of the maintenance of the property by a maintenance district, such condition of approval shall be removed or otherwise waived by the board in the event that the assessment or assessment amounts estimated by Carson City to be incurred in connection with the assumption of the maintenance of the property exceeds the good faith estimate of the assessment or assessment amounts provided by petitioner by an amount greater than 33 1/3 percent of the good faith estimate of the assessment or assessment amounts provided by petitioner.

(Ord. 2007-17 § 7, 2007).

### **17.18.060 - Procedures for review of maintenance district petitions.**

1. Petition Must Comply with this Chapter.
- a. Petition Accepted. Within 20 working days after receiving a petition, the parks director shall determine whether the petition complies with this chapter. If the parks director determines that the petition complies with the requirements of this chapter the petition shall be accepted. If the parks director fails to accept the petition within 20 working days after it is received, the petition will be deemed rejected.
- b. Petitions Rejected. If the parks director determines that the petition does not comply with this chapter, the petition shall be rejected. Upon such rejection, the parks director shall notify petitioner of the rejection in writing and shall set forth the reasons for such rejection. Petitions which have been rejected can be resubmitted within 60 days after the parks director's notification of rejection with the additional information requested. Should petitioner choose not to submit the petition with the additional information within the 60 days and requests an appeal of the park director's decision, the parks director shall proceed as if he or she determined that it is not desirable to accept the petition. See subsection 17.18.060(2)(d).
2. Parks Director's Preliminary Determination.
- a. Immediately upon the acceptance of the petition by the parks director, the parks director shall forward the petition to the city directors for their review, consideration

and recommendation as to whether such city director believes it would be desirable for Carson City to assume the maintenance of the improvements and establish a maintenance district. The city directors may consider the nonexclusive list of factors provided in subsection 17.18.060(2)(c). Within 20 days of receipt of the petition from the parks director, the city directors shall forward their recommendations to the parks director for his or her preliminary determination. If a city director fails to forward a recommendation to the parks director within 20 days, such city director shall be deemed neutral as to the recommendation of the petition.

- b. Upon the expiration of the 20 day period for review by the city directors, the parks director shall forward the petition, along with the recommendations of the city directors, to the parks and recreation commission for its review, consideration and recommendation as to whether the parks and recreation commission believes it would be desirable for Carson City to assume the maintenance of the improvements and establish a maintenance district. The parks and recreation commission may consider the nonexclusive list of factors provided in subsection 17.18.060(2)(c). Within 40 days of receipt of the petition from the parks director, the parks and recreation commission shall forward its recommendations to the parks director for his or her preliminary determination. If the parks and recreation commission fails to forward a recommendation to the parks director within 40 days, the parks and recreation commission shall be deemed neutral as to the recommendation of the petition.

- c. Within 60 days after the petition is accepted, the parks director shall make a preliminary determination as to whether it is desirable to accept the petition to establish a maintenance district. The following nonexclusive list of factors may be considered:

- (1) Whether all or any portion of the improvements should be included within the maintenance district;
- (2) The type of improvements to be maintained in the maintenance district and the level of standards to which the improvement maintenance will be considered acceptable;
- (3) The amount by which the public will benefit from the maintenance of the improvements by Carson City and the amount Carson City will contribute in direct relation to that benefit pursuant to Section 17.18.080
- (4) The assessment to be paid to Carson City for expenses associated with the costs of the maintenance district;
- (5) The basis of the assessment amount for each parcel of real property on a periodic basis;
- (6) Whether all or a portion of the parcels of real property should be included within the maintenance district in accordance with the petition;
- (7) Whether the maintenance of the improvements in a single development, or cumulatively with other maintenance districts in Carson City, would create an unreasonable administrative or financial burden upon Carson City;
- (8) Whether the location of the maintenance district would interfere with Carson City's ability to efficiently and effectively maintain improvements on the property;
- (9) Whether the improvement plan submitted by the petitioner is consistent with the requirements of Carson City Municipal Code, Carson City design standards, and Carson City's master plan and its sub-elements;
- (10)

- Whether the proposed improvements are compatible with the character of the area of Carson City in which the improvements will be located;
- (11) Whether the landscape improvements are constructed to the standards of and are acceptable to Carson City and all improvements are constructed to applicable codes and standards;
  - (12) The recommendations of the City Directors and parks and recreation commission; and
  - (13) Any other relevant matters.
- d. If the parks director makes a preliminary determination that it is not desirable to accept the petition to establish a maintenance district, he or she shall inform the petitioner in writing explaining the reasons why the determination was made, and shall place the petition and his recommendation on the next regularly scheduled board meeting agenda for action by the board.
3. **Board of Supervisor's Public Hearing.** After the parks director makes his or her preliminary determination, the parks director shall schedule the petition with his or her recommendation before the board at its next regularly scheduled meeting to review and take action upon the petition and any other matters provided for in this chapter.
- a. **Notice.** The parks director shall give notice of the board's public hearing to the petitioner and to all owners of assessed property by mailing a copy of the notice by first class U.S. mail, postage prepaid, not less than 10, nor more than 30 days before the public hearing. The notice shall include: (1) a map or description of the maintenance district and property; (2) a statement whether a separate maintenance district will be established or whether the maintenance district will be included in an established maintenance district; (3) a description of the maintenance services to be performed; (4) a description of the assessed property; (5) the proposed amount of the total assessment and the assessment amount of each owner of assessed property or a description of where the proposed list of assessed properties may be obtained; and (6) the date, time, and location of the public hearing and a statement that all persons may present their views at the hearing. A copy of the notice shall be published in a newspaper of general circulation once, not less than 10, nor more than 30 days before the public hearing.
  - b. **Board's Action at Public Hearing.**
    - (1) **Denial of Petition.** At the end of the public hearing if the board decides to deny the petition for any reason and not assume the maintenance of the applicable improvements within the maintenance district, the parks director shall inform the petitioner in writing, and shall explain the decision of the board.
    - (2) **Adoption of Petition.** At the end of the public hearing if the board decides to adopt the petition for any reason and assume the maintenance of the applicable improvements within the maintenance district, the city shall file with the Carson City recorder a notice of the creation of the maintenance district, which notice shall include the petition in the form adopted. The costs of recording the notice must be paid by the petitioner.
    - (3) **Continuance.** At the end of the public hearing the board may continue a consideration of the petition for up to 60 days from the initial public hearing. Upon expiration of such 60 day period, the board may not further continue consideration of the petition without the consent of petitioner, and, without such consent, must adopt or deny the petition.

(Ord. 2007-17 § 8, 2007).

**17.18.070 - Procedures for establishment of the board approved maintenance district.**

1. Notice of Board Decision. Once the notice of creation of the maintenance district has been filed with the Carson City recorder and a maintenance district has been created, the parks director shall issue a notice of board decision which the parks director shall send, by first class U.S. mail, postage prepaid, to each owner of assessed property, as indicated in the records of the Carson City assessor. The notice of board decision shall:
  - a. Contain the adopted petition on file with the Carson City recorder that states that the maintenance district is subject to change by the parks director;
  - b. Contain the approved list of assessed properties that states that assessment amounts are subject to change by the parks director;
  - c. Notify all owners of assessed property that such owner's assessment amount shall be paid in conjunction with such owner's property taxes. Nonpayment of the assessment amount has the same priority as a lien for property taxes, or as may otherwise be provided by law;
  - d. State that the maintenance district shall be administered in accordance with this chapter;
  - e. List all conditions which must be met before Carson City assumes maintenance of the property; and
  - f. Address any other matters that the parks director determines to be relevant to the maintenance district.
2. Petition Expiration.
  - a. A petition approved by the board of supervisors shall expire in 1 year from the date of approval by the board of supervisors, unless all conditions of approval of the petition are met and construction of improvements is commenced within that time period.
  - b. The board of supervisors shall have the discretion to establish alternative time limits than those established by this section.
3. Additional Requirements. The board of supervisors may impose other conditions deemed necessary and appropriate at the time of the public hearing creating the maintenance district.
4. Amendment of a Maintenance District. The maintenance district is subject to change by the parks director, in his or her discretion, upon the filing of a notice of such change with the Carson City recorder. Notwithstanding the foregoing, any and all significant or substantial changes to the maintenance district, including but not limited to a 10 percent change in the amount of the assessment or a cessation or change in maintenance, must be duly approved by the board.

(Ord. 2007-17 § 9, 2007).

**17.18.080 - Determination of benefit and cost allocations between assessed property and city.**

1. The parks director shall use the following criteria listed below to determine the relative proportions in which the maintenance of the property by Carson City will benefit the assessed properties and the public. The parks director may evaluate each proposed maintenance district on its own merits to determine if a different allocation is warranted based on information presented to him or her by the petitioner or otherwise available to him or her, and may adjust such allocation based on such information.

2. Landscaping. The initial installation, construction and costs of providing landscaping shall be borne by the petitioner, and Carson City and the assessed property shall bear the costs incurred in maintaining the landscaping in the allocations that follow, or as such allocations are adjusted by the parks director.
  - a. Interior Streets. Landscaping along interior streets of developments are presumed to benefit the development 100 percent and the public 0 percent. This presumption contemplates that the enhanced land values and pedestrian safety benefit only the residents in the development and their invitees.
  - b. Arterial Streets and Major Thoroughfares. Landscaping along arterial streets and major thoroughfares is presumed to benefit the development 70 percent and the public 30 percent. This presumption contemplates that the enhanced land values and pedestrian safety benefit mainly the residents in the development and their invitees.
3. Public Lighting. The initial installation, construction and costs of providing public lighting shall be borne by the petitioner, and Carson City and the assessed property shall bear the costs incurred in maintaining the public lighting in the allocations that follow, or as such allocations are adjusted by the parks director.
  - a. Interior Streets. Public lighting along interior streets of developments is presumed to benefit the development 100 percent and the public 0 percent. This presumption contemplates that the security and safety benefit only the properties within the illumination sphere of the light.
  - b. Arterial Streets and Major Thoroughfares. Public lighting along arterial streets and major thoroughfares is presumed to benefit the development 70 percent and the public 30 percent. This presumption contemplates that the enhanced land values and pedestrian safety benefit mainly the residents in the development and their invitees.
4. Security Walls. The initial installation, construction and costs of providing security walls shall be borne by the petitioner, and Carson City and the assessed property shall bear the costs incurred in maintaining the security walls in the allocations that follow, or as such allocations are adjusted by the parks director. The maintenance of a security wall excludes maintenance of the sides of the wall facing assessed property, but expressly includes reconstruction of the security wall in the event of structural damage to the security wall not arising from, related to or caused by actions of the owner of the assessed property adjacent to the damaged portion of such security wall.

All security walls are presumed to benefit the development 100 percent and the public 0 percent. This presumption contemplates that the security and sound protective walls benefit only the residences within the development.
5. Trails. The initial installation, construction and costs of providing trails shall be borne by the petitioner, and Carson City and the assessed property shall bear the costs incurred in maintaining the trails in the allocations that follow, or as such allocations are adjusted by the parks director.
  - a. Regional Trails. Regional trails shall be presumed to benefit the development and the public as follows:
    - (1) Trails' surfaces and furnishings are presumed to benefit the development 70 percent and the public 30 percent.
    - (2) Associated landscaping is presumed to benefit the development 70 percent and the public 30 percent.
  - b. Non-Regional Interior Trails. Non-regional trails are presumed to benefit the development 100 percent and the public 0 percent. This presumption is based on the

fact that these trails will be used primarily by residents of the development for non-motorized transportation throughout the development.

6. Parks and Open Space. The initial installation, construction and costs of providing parks, open space and defensible space shall be borne by the petitioner, and Carson City and the assessed property shall bear the costs incurred in maintaining the parks and open space in the allocations that follow, or as such allocations are adjusted by the parks director.
  - a. Parks and Open Space. Parks and open space are presumed to benefit the development 70 percent and the public 30 percent. This presumption is based on the fact that while parks and open space projects can be used by the public and city residents at large, they will be primarily used by residents of the development and the development will derive direct benefit from their installation and maintenance.
  - b. Defensible Space. Defensible space is presumed to benefit the development 70 percent and the public 30 percent. This presumption is based on the fact that the costs of creating and maintaining defensible space areas, including but not limited to hazardous wildland fuel reduction work, is provided for the prevention of wildland fires and the protection of the development's residents.

(Ord. 2007-17 § 10, 2007).

#### **17.18.090 - Assessments.**

1. Generally. The assessment amount constitutes a lien upon an assessed property. The lien must be executed, and have the same priority, as a lien for property taxes. Assessment amounts shall be collected in the same form and manner as other real property taxes.
2. Assessment Standards (Nonexclusive List):
  - a. Only assessed property that is or will be benefited by the maintenance district, as determined by the parks director, shall be assessed. In the case of a lot line adjustment or parcel split, the parks director shall reallocate the assessment between the assessed properties. The individual circumstances or desires of a particular property owner do not determine the benefit to such owner's assessed property.
  - b. The assessment amount of each assessed property shall be an equal amount of the assessment.
  - c. The assessment may not exceed the costs incurred by Carson City in maintaining the property, including but not limited to the costs set forth in Section 17.18.110(1).
  - d. If the costs and expenses set forth in Section 17.18.110(1) increase by 10 percent or more, upon approval of the board, the assessment shall be increased accordingly during the remainder of the assessment period.
  - e. The parks director shall submit to the Carson City treasurer by June 1st of each year a list of parcel numbers and the assessed amount for each assessed property.

(Ord. 2007-17 § 11, 2007).

#### **17.18.110 - Allocation of public money to pay the costs incurred by Carson City in assuming maintenance.**

1. The method for allocating an amount of public money to pay the costs that will be incurred by Carson City in assuming the maintenance of the property, shall be the costs and expenses, plus overhead, directly incurred by Carson City as a result of the maintenance of such property, which costs and expenses shall include, but are not limited to:
  - a. Costs of city employees or independent contractors (including professional services);

- b. Cost of all materials, supplies, replacements, and parts used;
  - c. Utility costs for water, sewage disposal and electrical power;
  - d. Annual contributions to or replenishment of reserves for long term maintenance costs such as painting, replacements, repaving, repairs, and similar long term costs;
  - e. Cost of providing insurance for public liability;
  - f. Administrative costs, including, but not limited to, mailing and publication costs, copy costs, computer costs (including hardware and software), costs of collecting and enforcing liens, legal fees, consulting fees;
  - g. Administrative fees, including accounting fees, supervision fees, legal fees and other administrative costs for administering the district and maintaining the project; and
  - h. Repayment of reserves, loans or advances, with interest, made to cover any shortfalls for the previous year.
2. Carson City shall pay the portion of the costs and expenses of the maintenance of the property allocated to the city under this chapter.
  3. The costs, expenses and overhead allocated under Section 17.18.110(1) to the assessed property shall not include the portion of a cost, expense, expenditure or overhead incurred or utilized by Carson City for a purpose other than maintaining the property.

(Ord. 2007-17 § 12, 2007).

#### **17.18.111 - Review and dissolution of maintenance district.**

1. By Carson City. Upon notice to the owners of assessed property, the parks director may request a public hearing to review and determine whether it is desirable to continue the maintenance district in accordance with this chapter. If the parks director determines it is not desirable to continue the maintenance district, he or she shall place an item on the next regularly scheduled board of supervisor's meeting agenda for board approval to dissolve the maintenance district. The board item shall specify the procedures for dissolution of the district. This shall include at a minimum the requirement that the owners of assessed property shall within 6 months of dissolution of the maintenance district form a maintenance association approved by the city to assume the responsibility for maintenance of the property. The maintenance district shall continue to be in force until the board approves dissolution and a maintenance association is created. Once the board approves dissolution, the city shall be responsible for conveying the property to the maintenance association or terminating or otherwise abandoning the easements.
2. By Petitioner. If owners of 67 percent or more of the assessed properties request dissolution of the maintenance district, such owners may petition the parks director for dissolution of the maintenance district. The parks director shall investigate the request and make a preliminary determination, within 20 days of the receipt of the petition, as to whether the relinquishment of Carson City's maintenance responsibilities to a maintenance association: (1) will result in equal or better maintenance of the property; (2) is in the best interest of the assessed properties; (3) is in the best interest of the general public; and (4) if such owners are capable of forming, within 6 months, a maintenance association approved by the city to assume the responsibility for maintenance of the property.

Upon the preliminary determination of the parks director, the parks director shall schedule the petition before the board at its next regularly scheduled meeting. The board item shall specify: (1) the recommendation of the parks director; and (2) the procedures for dissolution of the maintenance district. The maintenance district shall continue to be in force until the board approves dissolution and a maintenance association is created. Except as otherwise provided by a statute,



ordinance, regulation or other law, once the board approves dissolution, the city shall be responsible for conveying the property to the maintenance association or terminating or otherwise abandoning the easements.

*(Ord. 2007-17 § 13, 2007).*

#### **17.18.112 - Appeal procedures.**

In addition to, and without limiting, the right to automatically have a petition heard by the board under Section 17.18.060, a person aggrieved by a decision, finding, action or recommendation of the parks director, which decision, finding, action or recommendation was made after the approval of a petition by the board, may appeal such decision, finding, action or recommendation to the board by filing a notice of appeal with the board setting forth the reasons for such appeal and requesting that such appeal be placed on the agenda of the next regularly scheduled meeting of the board. The board shall hear and take action upon such appeal at such next regularly scheduled meeting.

*(Ord. 2007-17 § 14, 2007).*

**Questions from the Board of Supervisors from their December 18, 2014 meeting regarding Item 19 B, Acceptance and approval of the Schultz Ranch Landscape Maintenance District.**

1. What avenue of Appeal is there for owners of property being assessed by a Landscape Maintenance District:

Answer: Appeals are covered in Chapter 17.18 under 17.18112. The Board of Supervisors is the Appeal.

2. Is there an opportunity for owners to have input in the level of service provided by the Parks & Recreation Department?

Answer: Levels of service are consistent with Level 1 services as described and approved within the Carson Parks & Recreation Department which was adopted by the Board of Supervisors in April of 2006. Owners of a Landscape Maintenance District have the same opportunity to make comment regarding the levels of service provided by the Parks & Recreation Department as any citizen of Carson City has. They can contact the Department and/or bring their comments to the Parks & Recreation Commission. Again ultimately the final Appeal would be the Board of Supervisors. The Parks & Recreation Department may consider conduct periodic surveys to assess owners satisfaction with services provided.

3. Would the public at large have any input into the levels of service provided by the Department for a landscape maintenance district?

Answer: The public at large would have the same opportunity as described in Question 2.

4. Who sets the assessment rate?

Answer: The Parks & Recreation Department would set the rate based on their actual costs to perform the maintenance for the landscape maintenance district. The assessment amounts are presented to the Board of Supervisors who has the authority to approve them. Any increase in fees over 10% also must be approved by the Board.

5. Who is the Schultz Ranch Maintenance District and who signs the blank at the bottom of page 41?

Answer: The district is confined within the boundaries of the development. The City and in particular the Parks & Recreation Department manages the district by determining the amount of assessment, mailing the assessment as part of the property tax statements, and performing the required maintenance. The Board of Supervisors acts as the assessment authority and ultimately as the Appeal. I don't think though it is accurate to say that the City, the Board or the Parks & Recreation Department are the "District." The district is created by an agreement between the developer (owner) and the City, and the acceptance of a petition by the Board of Supervisors. Ultimately as owners of the property and improvements within a district it may be that the City is the "District" and the Parks & Recreation Department is the manager of the "District" for the City.